

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

TAYLOR WEST, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

COSTCO WHOLESALE CORPORATION, a
Washington corporation,

Defendant.

No. 2:26-cv-2182

COMPLAINT—CLASS ACTION

JURY TRIAL DEMANDED

Plaintiff Taylor West (“Plaintiff”), individually and on behalf of all others similarly situated, brings this Class Action Complaint against Defendant Costco Wholesale Corporation (“Defendant”). Plaintiff makes these allegations based upon personal knowledge as to himself and his own actions and, as to all other matters, upon information and belief, including the investigation by counsel.

1. Dogs are widely regarded as important sources of companionship. “In contemporary Western societies, pets, especially dogs, have evolved beyond utilitarian roles to become emotionally significant companions.”¹ Most dog owners in the United States consider

¹ Eirini Stamataki & Panagiota Tragantzopoulou, ‘He’s Not Just a Dog... He’s Something Bigger... My Family.’ *A Qualitative Study on Dog Ownership and Emotional Well-Being*, 13 HEALTHCARE 2666 (2025), <https://pmc.ncbi.nlm.nih.gov/articles/PMC12609035/>.

1 their dogs not merely pets, but valued, integral members of the family.² Indeed, “[n]early all
 2 U.S. pet owners (97%) say their pets are part of their family,” and the majority consider their
 3 pets “as much a part of their family as a human member.”³

4 2. Accordingly, the choice of what to feed their dog is a significant decision for pet
 5 owners. Dog owners are more attentive than ever to the health and safety of their dogs’ food,
 6 seeking to ensure vitality and longevity and to keep their dogs healthy and happy.⁴ Ninety
 7 percent of dog owners view their pet’s health as just as important—or more important—than
 8 their own.⁵ As a result, dog owners are willing to pay premium prices for premium, healthy, and
 9 safe dog food products.⁶

10 3. This action arises from Defendant’s sale of its dangerous Kirkland Signature
 11 Nature’s Domain (“Nature’s Domain”) grain-free dog food.⁷ Defendant misleadingly markets
 12 Nature’s Domain grain-free dog food as healthy and safe when, in fact, there is no medical or
 13 scientific justification for feeding a dog a grain-free diet high in legume or pulse ingredients,
 14 and every dog that consistently consumes Nature’s Domain grain-free dog food has an increased
 15

16 ² Anna Brown, *About Half of U.S. Pet Owners Say Their Pets Are as Much a Part of Their Family as a Human*
 17 *Member*, PEW RES. CTR. (July 7, 2023), <https://www.pewresearch.org/short-reads/2023/07/07/about-half-us-of-pet-owners-say-their-pets-are-as-much-a-part-of-their-family-as-a-human-member/>.

18 ³ *Id.*; see also *HABRI Benchmark Survey of U.S. Pet Owners*, HUM. ANIMAL BOND RES. INST., <https://habri.org/pet-owners-survey/> (last visited June 17, 2026).

19 ⁴ Am. Pet Prods. Ass’n Team, *Research Insights on Premium & Functional Pet Foods*, AM. PET PRODS. ASSOC’N
 20 (Dec. 8, 2025), <https://americanpetproducts.org/blog/research-insights-on-premium-functional-pet-foods>.

21 ⁵ I. Mitic, *Insightful Pet Spending Statistics: Americans Are Spending More on Pets Than Ever*, FORTUNLY (March
 22 27, 2026), <https://fortunly.com/statistics/pet-spending-statistics/>.

23 ⁶ *Id.*; see also Molly Schleicher et al. *Determinants of pet food purchasing decisions*, 10 CANADIAN VETERINARY J.
 644-650 (2019), <https://pmc.ncbi.nlm.nih.gov/articles/PMC6515811/>; *Consumers Are Willing to Spend More*
 24 *Money on Pet Food Than Food for Themselves*, QRILL PET, [https://www.qrillpet.com/blog-and-news/consumers-](https://www.qrillpet.com/blog-and-news/consumers-are-willing-to-spend-more-money-on-their-pet-food)
 25 *are-willing-to-spend-more-money-on-their-pet-food* (last visited June 17, 2026); Jordan Tyler, *Survey: Pet Owners*
Will Pay a Premium for Certain Pet Food Attributes, MEAT+POULTRY (Apr. 14, 2023),
[https://www.meatpoultry.com/articles/28319-survey-pet-owners-will-pay-a-premium-for-certain-pet-food-](https://www.meatpoultry.com/articles/28319-survey-pet-owners-will-pay-a-premium-for-certain-pet-food-attributes)
attributes.

26 ⁷ This includes all wet and dry Nature’s Domain grain-free recipes: Salmon & Sweet Potato Formula, Beef & Sweet
 Potato Formula, Turkey & Sweet Potato Formula, Puppy Chicken & Pea Formula, Small Breed Salmon & Lentils
 Formula, and Turkey & Pea Stew for Dogs.

1 risk of developing the fatal heart disease dilated cardiomyopathy (“DCM”) and related cardiac
2 damage.

3 4. Less than 1% of dogs have food allergies or sensitivities, and of that minuscule
4 percentage, plant-based or grain allergies are rarely implicated.⁸ Because there is no medical or
5 scientific reason to feed a dog a grain-free diet,⁹ pet owners are needlessly exposing their dogs
6 to cardiac health risks by feeding them Nature’s Domain grain-free dog food, while also paying
7 a premium for this dangerous dog food.

8 5. Historically, DCM in dogs was primarily considered an inherited, genetic disease
9 predominantly affecting large breeds such as Doberman Pinschers, Great Danes, and Irish
10 Wolfhounds.

11 6. However, certain diets have also been shown to cause and/or contribute to
12 development of the disease. Diet-associated DCM has been recognized since the late 1990s and
13 early 2000s, when veterinary cardiologists and veterinary nutritionists began publishing studies
14 linking the development of DCM to lamb and rice diets. These studies established that nutrition
15 and diet can play a role in a dog developing DCM and related cardiac damage.

16 7. Lamb and rice diets were considered relatively novel when these studies were
17 published, as they were not meaningfully introduced into the market until the 1980s and
18 experienced a substantial rise in the dog food market share by the mid-1990s.

19 8. The recognition of diet-associated DCM and history of these lamb and rice diets
20 put any prudent dog food retailer on notice that novel, untested formulations should be
21 adequately tested for potential cardiac risks before and during commercial distribution.

22 ⁸ See, e.g., *Pet Food Allergies*, PET FOOD INST., <https://www.petfoodinstitute.org/pet-food-allergies/> (last visited
23 June 18, 2026); *Banfield: Few Pets Allergic to Food; Flea, Environmental Allergies Rise*, AM. VETERINARY MED.
24 ASS’N (June 27, 2018), <https://www.avma.org/javma-news/2018-07-15/banfield-few-pets-allergic-food-flea-environmental-allergies-rise>; Kara Burns, *Grain-Free Pet Foods: Fact vs Fiction*, VET. TEAM BRIEF (Mar. 2017),
25 https://assets.ctfassets.net/4dmg311sxd6g/5wQ619HiXmwifD6LYiEHbt/b79ff2c0a76e8d47d6bf002ee049a419/grain-free-pet-foods_fact-vs-fiction-36366-article.pdf; see also Laura Lee, *Is a Grain-Free Diet Bad for Dogs? Usually, and Here’s Why*, GOODRX (Aug. 14, 2024), https://www.goodrx.com/pet-health/dog/is-grain-free-bad-for-dogs?srsltid=AfmBOoqEiVnD8tHfLOU_UTc7vDBKkH32cgJMVBCqqmWnXgp0DyL-TK3t.

26 ⁹ See, e.g., Lee, *supra* note 8.

1 9. Despite this notice and knowledge, upon information and belief, Defendant
2 conducted no feeding study to assess the safety of Nature's Domain grain-free dog food prior to
3 selling it. To this day, Defendant has not publicly disclosed any feeding study substantiating any
4 of its health and safety claims.

5 10. As early as 2012, unbeknownst to consumers and the general public,
6 veterinarians began observing diet-associated DCM in non-predisposed dogs eating grain-free
7 diets.

8 11. Defendant has known or should have known about the significant risk grain-free
9 diets specifically pose for years. By 2018, veterinarians were presenting and publishing
10 independent scientific research in veterinary medical and scientific journals linking DCM and
11 cardiac risks to consumption of grain-free diets.¹⁰

12 12. Knowledge of these health risks, however, was and remains largely confined to
13 veterinary academia and industry participants such as Defendant, in part because Defendant,
14 along with others in the grain-free dog food industry, has taken numerous steps to minimize
15 public awareness of these risks, including but not limited to refusing to disclose the research
16 findings and health risks on its website and packaging, despite its knowledge and responsibility
17 to tell consumers the truth about its products.

18 13. The growing body of scientific research demonstrates a contributory and causal
19 connection between consumption of certain grain-free diets, such as Nature's Domain grain-free
20 dog food, and cardiac damage, including development or exacerbation of DCM in dogs
21 genetically predisposed to developing DCM, as well as in dogs not genetically predisposed to
22 developing DCM.

23 14. These studies demonstrate, for example, that dogs consuming grain-free dog
24 foods containing a high content of plant protein sources (legumes and pulses such as peas,
25 lentils, chickpeas—also known as garbanzo beans—and derivatives of those ingredients such as

26 ¹⁰ See Darcy Adin et al., *Echocardiographic Phenotype of Canine Dilated Cardiomyopathy Differs Based on Diet Type*, 21 J. VET. CARDIOLOGY 1 (2019) (presented in abstract form at the American College of Veterinary Internal Medicine Forum, Seattle Wash., June 2018).

1 pea flour and pea protein)¹¹ exhibit elevated levels of biomarkers resulting from myocardial
 2 injury. These biomarkers include, but are not limited to, increased levels of N-terminal pro-B-
 3 type natriuretic peptide (“NT-proBNP”) resulting from stretching of the heart muscle, cTnI
 4 (“cardiac troponin-I/troponin”) resulting from stress or injury to the heart muscle, and the
 5 presence of atrial and ventricular arrhythmias.

6 15. Studies also demonstrate that hearts of dogs consuming grain-free and/or high-
 7 legume dog foods exhibit statistically significant increases in the left ventricular internal
 8 diameter (“LVID”) at end diastole and/or at end systole—this is a defining feature of DCM and
 9 significant risk factor for development and progression of DCM. Most of the top-selling grain-
 10 free dog foods in the United States, including Nature’s Domain, are also high in legume content.
 11 These foods are commonly marketed as “grain-free,” not “high-legume,” dog food.

12 16. Other studies show improvement of canine cardiac function, including up to a
 13 full reversal of canine DCM, after a dog owner changes their dog’s diet from grain-free to a
 14 traditional diet.¹² Defendant is aware, or should be aware, of specific instances in which dogs
 15 diagnosed with DCM experienced cardiac improvement once they stopped consuming a grain-
 16 free high-legume diet, including Nature’s Domain grain-free dog food.

17 17. Veterinary medical textbooks published in recent years acknowledge that grain-
 18 free and/or high-legume dog foods are associated with the development or exacerbation of DCM
 19

20 ¹¹ The relevant literature defines problematic diets as those that are grain-free or have one or more legume ingredients
 21 in the first ten ingredients listed on dog food packaging. See Caren Smith et al., *Investigation of Diets Associated*
 22 *with Dilated Cardiomyopathy in Dogs Using Foodomics Analysis*, SCI. REPS. (Aug. 5, 2021). All recipes of Nature’s
 Domain grain-free dog food at issue in this lawsuit are both grain-free and contain one or more legume ingredients
 in the top ten ingredients.

23 ¹² See, e.g., Lisa Freeman et al., *Prospective Study of Dilated Cardiomyopathy in Dogs Eating Nontraditional or*
 24 *Traditional Diets and in Dogs with Subclinical Cardiac Abnormalities*, 36(2) J. VET. INTERN. MED. 451 (2022)
 25 (finding improvement in fractional shortening and longer survival times); Dana Haimovitz et al., *Effect of Diet*
 26 *Change in Healthy Dogs with Subclinical Cardiac Biomarker or Echocardiographic Abnormalities*, 36(3) J. VET.
 INTERN. MED. 1057 (2022) (finding decreased troponin and left ventricular internal systolic diameter in dogs fed
 grain-free diets after their diets were changed to grain-inclusive diets); Jennifer Jones, et al., *FDA Update on Dilated*
Cardiomyopathy: Fully and Partially Recovered Cases, Presentation at the Kan. St. U.’s Scientific Forum Exploring
 Causes of Dilated Cardiomyopathy in Dogs (Sept. 29, 2020), [https://ksvdl.org/resources/documents/dcm-](https://ksvdl.org/resources/documents/dcm-forum/FDA_KSU-Science-Forum-slides_09-29-2020.pdf)
[forum/FDA_KSU-Science-Forum-slides_09-29-2020.pdf](https://ksvdl.org/resources/documents/dcm-forum/FDA_KSU-Science-Forum-slides_09-29-2020.pdf).

1 and cardiac damage in dogs.¹³ These textbooks affirm diet-associated DCM as a differential
 2 diagnosis and recommend dogs diagnosed with DCM, or dogs that have elevated cardiac
 3 biomarkers prior to the full development of DCM, immediately switch off grain-free/high-
 4 legume dog foods.

5 18. These textbooks are educational resources for veterinary schools and programs
 6 and for veterinary school students and are not commonly purchased or read by members of the
 7 consuming public.

8 19. Many veterinarians have diagnosed dogs with diet-associated DCM where the
 9 dogs were fed a grain-free high-legume dog food diet and have advised their clients to
 10 immediately switch their dogs off the dog food. Defendant is aware, or should be aware, of
 11 specific instances where veterinary cardiologists have made such diagnoses and
 12 recommendations.

13 20. Studies show that when dog owners stop feeding their dogs grain-free and/or
 14 high-legume diets following a diagnosis, the dogs' heart conditions can substantially improve
 15 (to a statistically significant degree), including full reversal of the disease, and in some instances
 16 even allowing discontinuation of cardiac medications (a phenomenon not observed in genetic
 17 forms of the heart disease).¹⁴

18 21. It is now established veterinary medical practice to recommend dog owners stop
 19 feeding their dogs grain-free diets immediately following a DCM diagnosis or detection of
 20 decreased cardiac function. There is also a consensus among veterinarians, even for healthy

21 ¹³ See, e.g., Wendy Ware & John Bonagura, *CARDIOVASCULAR DISEASE IN COMPANION ANIMALS DOG, CAT, AND*
 22 *HORSE* (CRC Press, 2nd ed. 2021); Etienne Côté et al., *ETTINGER'S TEXTBOOK OF VETERINARY INTERNAL*
 23 *MEDICINE, VOL. 1* (Stephen Ettinger et al. eds., Elsevier, 9th ed. 2024); Etienne Côté et al., *ETTINGER'S TEXTBOOK*
 24 *OF VETERINARY INTERNAL MEDICINE, VOL. 2* (Stephen Ettinger et al. eds., Elsevier, 9th ed. 2024); Larry Tilly et al.,
 25 *BLACKWELL'S FIVE-MINUTE VETERINARY CONSULT – CANINE AND FELINE* (Larry P Tilly et al. eds., John Wiley &
 26 *Sons, Inc.*, 7th ed. 2021); Leah Cohn & Etienne Côté, *CÔTÉ'S CLINICAL VETERINARY ADVISORY DOGS AND CATS*
 (LEAH COHN, et al. eds., Elsevier, 4th ed. 2019).

¹⁴ Haimovitz et al., *supra* note 12; Kara Fischer et al., *Pit Bull-Type Breeds with Dilated Cardiomyopathy Eating*
Nontraditional Diets Improve After Diet Change (2015–2022), 261(7) J. AM. VET. MED. ASSOC. 101 (2023); Ashley
 Walker, et al., *Association of Diet with Clinical Outcomes in Dogs with Dilated Cardiomyopathy and Congestive*
Heart Failure, 40 J. VET. CARDIOLOGY 99 (2022); Kimberly Freid et al., *Retrospective Study of Dilated*
Cardiomyopathy in Dogs, 35(1) J. VET. INTERN. MED. 58 (2021); Freeman et al., *supra* note 12; Jones et al. *supra*
 note 12.

1 dogs that do not demonstrate decreased cardiac function, to advise dog owners not to feed their
2 healthy dogs grain-free diets because of these known cardiac risks.

3 22. All 6 varieties of the Nature's Domain grain-free dog food product fall under the
4 veterinary medical textbooks' description of diets that may increase a dog's risk for cardiac
5 injury and development of DCM, in that every variety is a grain-free recipe with one or more
6 legume ingredients in the top ten ingredients.

7 23. Defendant knew or should have known that a Nature's Domain grain-free diet
8 raises cardiac health risks.

9 24. Nonetheless, Defendant markets and sells Nature's Domain grain-free dog food
10 as healthy and safe for all breeds of dogs, even those breeds predisposed to DCM or dogs that
11 have been diagnosed with DCM and other cardiac diseases or injury. Nowhere on the dog food
12 packaging or website does Defendant inform consumers of its product's association with serious
13 cardiac health risks.

14 25. When one searches "DCM," "dilated cardiomyopathy," "cardiac risk," or "heart
15 damage," in the search bar on Defendant's website, the search locates nothing responsive
16 regarding grain-free, high-legume diets and increased cardiac risks.

17 26. In misrepresenting its product and failing to inform consumers of the
18 implications of consuming Nature's Domain grain-free dog food, while simultaneously
19 marketing the products as safe and healthy, Defendant abuses the public's trust.

20 27. The false, misleading, deceptive, and inadequate packaging, marketing, and
21 advertising means that consumers who purchase Nature's Domain grain-free dog food are
22 unaware that their dogs are at heightened risk of cardiac damage, including development of
23 DCM, a fatal heart disease, and often do not find out unless their dog is diagnosed with a cardiac
24 condition or suddenly dies (and they spend money for a necropsy).

25 28. Based on Defendant's omissions and misrepresentations, a reasonable consumer
26 would expect that Nature's Domain grain-free dog food is a healthy and safe food for dogs.
However, the product poses a significant health risk. Yet, neither before nor at the time of

1 purchase does Defendant notify consumers like Plaintiff that its dog food is not healthy and
2 poses significant cardiac health risks.

3 29. Defendant's unlawful practices have caused financial injury to all consumers
4 who have purchased Nature's Domain grain-free dog food.

5 30. Accordingly, Plaintiff brings his claims against Defendant individually and on
6 behalf of the following classes (together, "Classes") of similarly situated persons:

7 **Nationwide Class**

8 All persons who purchased Nature's Domain grain-free dog food in the United States
9 from four years prior to the filing of the Complaint to the present.

10 **California UCL Subclass**

11 All persons who purchased Nature's Domain grain-free dog food in the State of
12 California from four years prior to the filing of the Complaint to the present.

13 **California CLRA, FAL, and Common Law Subclass**

14 All persons who purchased Nature's Domain grain-free dog food in the State of
15 California from three years prior to the filing of the Complaint to the present.

16 31. On behalf of the **Nationwide Class**, Plaintiff brings claims for violation of the
17 Washington Consumer Protection Act ("WCPA"), RCW § 19.86.010 et seq.

18 32. On behalf of the **California Subclasses**, Plaintiff brings claims for (1) violation
19 of California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200 et seq.; (2)
20 violation of the Consumers Legal Remedies Act ("CLRA"), Cal. Civ. Code § 1750 et seq.; (3)
21 violation of California's False Advertising Law ("FAL"), Cal. Bus. & Prof. Code § 17500 et
22 seq.; (4) fraud; (5) fraudulent inducement; (6) fraudulent omission or concealment;
23 (7) fraudulent misrepresentation; (8) negligent misrepresentation; and (9) quasi-contract/unjust
24 enrichment.

25 **PARTIES**

26 33. Plaintiff Taylor West is a natural person and citizen of California who resides in
Santa Clarita, California. Mr. West brings this action on behalf of himself and similarly situated
consumers ("Class Members") who purchased Nature's Domain grain-free dog food.

1 34. Mr. West purchased Nature's Domain grain-free dog food at a Costco retail store
2 located at 13550 West Paxton Street, Pacoima, CA 91331. He purchased Nature's Domain
3 because he wanted to feed his dogs a healthy and safe dog food. Prior to his purchase, Mr. West
4 reviewed the packaging and marketing materials of the product and saw the claims representing
5 that Nature's Domain is healthy and safe. Mr. West understood these claims to be
6 representations and warranties by Defendant that Nature's Domain grain-free dog food is free
7 from health risks. Mr. West fed Nature's Domain grain-free dog food to his dogs. But these
8 representations and warranties are false, deceptive, misleading, and omitted material facts. Mr.
9 West reasonably relied on these representations, warranties, and omissions in deciding to
10 purchase the product, and these representations and omissions were part of the basis of the
11 bargain in that he would not have purchased Nature's Domain grain-free dog food if the true
12 facts about its health risks had been known. As a direct result of Defendant's material
13 misrepresentations and omissions, Mr. West suffered, and continues to suffer, economic injury.

14 35. Mr. West remains interested in purchasing dog food from Defendant that is safe
15 and healthy in the future should Defendant's product be formulated to align with these
16 representations. But so long as Defendant's Nature's Domain grain-free, high-legume dog food
17 poses health risks, Mr. West is unable to do so.

18 36. Defendant Costco Wholesale Corporation is a Washington corporation, with its
19 principal place of business in Issaquah, Washington. Costco is engaged in the business of
20 marketing, distributing, advertising, and selling consumer goods throughout Washington,
21 California, and the United States, including its private-label brand dog food, Kirkland Signature
22 Nature's Domain grain-free dog food product at issue in this lawsuit. Costco has done business
23 throughout Washington, California, and the United States at all relevant times during the Class
24 Period, and advertises its dog food product through various means, including on-product
25 representations and web-based marketing. At all relevant times, Costco has advertised,
26 marketed, distributed, and/or sold pet food, including the Kirkland Signature Nature's Domain
grain-free, high-legume dog food at issue, to consumers in and throughout Washington,
California, and the United States. At all relevant times, Costco formulated, directed, controlled,

1 had the authority to control, and/or participated in the acts and practices set forth in this
2 Complaint.

3 **JURISDICTION AND VENUE**

4 37. This Court has subject matter jurisdiction under the Class Action Fairness Act,
5 28 U.S.C. § 1332(d)(2)(A), because this is a class action in which the amount in controversy
6 exceeds \$5,000,000.00, exclusive of interest and costs; there are at least 100 putative class
7 members; and at least one putative class member (including Plaintiff) is a citizen of a different
8 state than Defendant. This Court also has supplemental jurisdiction over the state law claims
9 pursuant to 28 U.S.C. § 1367.

10 38. This Court has personal jurisdiction over Defendant because Defendant is
11 incorporated under the laws of the State of Washington and maintains its principal place of
12 business in Issaquah, Washington.

13 39. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant
14 resides in this District.

15 **FACTUAL ALLEGATIONS**

16 **I. Nature's Domain Grain-Free Dog Food's Association with DCM and Related** 17 **Cardiac Damage Renders Safe and Healthy Representations False, Deceptive, and** 18 **Unfair.**

19 **A. DCM and Related Cardiac Damage**

20 40. DCM is a potentially fatal condition in which the heart loses its ability to
21 effectively and efficiently pump blood because the left ventricle becomes enlarged and
22 weakened. It is the most common heart disease in large breed dogs such as Doberman Pinschers,
23 Great Danes, and Irish Wolfhounds, affecting 58-63% of these dogs, and the second most
24 common heart disease in all dogs.

25 41. Nevertheless, the true prevalence of DCM in dogs is unknown because
26 occurrences are underreported, testing and treatment is complex and expensive, and diseases in
dogs are not routinely tracked.

1 42. DCM progresses in stages, often beginning with an asymptomatic period in
2 which no functional changes in cardiac tissue are demonstrated, followed by a period in which
3 there may not be overt clinical symptoms, but cardiovascular and morphological changes can
4 be observed. Before and during these initial phases, indicators of cardiac damage that is related
5 to, consistent with, indicative of, or increases the risk of developing DCM, but does not rise to
6 the level required to make a formal DCM diagnosis, may be detected.

7 43. Such indicators of cardiac damage include decreased fractional shortening,
8 which calculates the percentage change in the left ventricle's diameter when contracting;
9 increased levels of NT-proBNP in the bloodstream; increased levels of cardiac troponin-I in the
10 bloodstream; reduced levels of taurine in the bloodstream; and/or atrial or ventricular
11 arrhythmias.

12 44. Related cardiac damage includes dilation of the LVID, measured both at end-
13 diastole ("LVIDd") and at end-systole ("LVIDs"), resulting in an increase in the volume of the
14 left ventricle at end-diastole ("EDV") and/or an increase in the volume of the left ventricle at
15 end-systole ("ESV"); dilation of both ventricles of the heart; thinning and/or weakening of the
16 ventricular muscles; and/or damage to the mitochondria of cells in the heart.

17 45. The preclinical or "occult" phase, in which dogs may not display any outward
18 symptoms of cardiac deterioration, can last for several years in dogs. In the "occult" phase, there
19 are typically no outward clinical symptoms that would indicate to a pet owner that their dog's
20 heart has started to deteriorate.

21 46. In the final stages of DCM, dogs present clinical signs of heart failure which can
22 include respiratory distress, exercise intolerance, weakness, syncope (fainting), ascites
23 (abdominal distension due to fluid accumulation), lethargy, weight loss due to reduced appetite,
24 and sudden death. Some dogs present no observed symptoms prior to sudden death from fatal
25 arrhythmias and congestive heart failure. Prognosis is often poor, resulting in significantly
26 shortened lifespan, and survival of less than a year following diagnosis.

B. Launch of Novel Grain-Free, High-Legume Dog Food

47. Before 2007, the market share for grain-free dog foods was very low, accounting for less than 1% of the overall dog food market. However, the popularity of grain-free dog foods began to rise in a market-driven response to human nutritional trends, including “low-carb” diets such as “Atkins,” gluten-free, and “Paleo” diets.

48. Defendant capitalized on this trend and launched its Nature’s Domain grain-free dog food around 2009-2010, marketing it as a healthier food for dogs.

49. At that time, grain-free dog food was still novel, occupying a small fraction of the dog food market. When grains are eliminated from dog food, alternative sources of carbohydrates such as legume ingredients are needed to facilitate the extrusion process in dry dog food and to provide calories and other nutrients in place of grains. While some legume ingredients had been used in low quantities in pet foods before, companies with grain-free products, like Defendant, began using them in much higher concentrations as a cheaper replacement for grains. These ingredients are less expensive than animal protein ingredients, which lowers Defendant’s cost of manufacturing Nature’s Domain grain-free food in comparison to dog food that contains grain.

50. Over the next decade, the grain-free market grew significantly, with grain-free dog food sales increasing to nearly 25% of all dog food sold. Defendant’s gross revenues matched that substantial growth.

51. Defendant’s products are part of a growing industry of so-called “healthy” and “natural” pet foods that appeal to consumer preference for safer, better-quality products. However, there is no scientific or medical justification for dogs to consume grain-free diets. Less than 1% of dogs have food allergies or sensitivities, and of that minuscule percentage, plant-based or grain allergies are rarely implicated.¹⁵

52. Defendant’s false, deceptive, and misleading claims about Nature’s Domain grain-free dog food are designed to drive greater product sales and allow Defendant to charge a

¹⁵ See, e.g., Banfield, *supra* note 8.

1 premium price because consumers who buy the dog food are willing to pay more for products
2 that are represented as safe and healthy than for products sold without such representations or
3 that disclose serious health risks.

4 53. Upon information and belief, Defendant did not employ a board-certified
5 veterinary nutritionist at any stage during development of Nature's Domain grain-free dog food
6 and has not published a single feeding study substantiating its claims about Nature's Domain
7 grain-free dog food.

8 **C. The Increase in DCM and Related Cardiac Damage in Dog Breeds**
9 **Not Predisposed to the Disease**

10 54. As a result of the surging usage of legume ingredients in the rapidly expanding
11 grain-free dog food market, by as early as 2012, veterinary cardiologists began observing non-
12 genetic, grain-free diet-induced incidences of DCM and related cardiac damage in dogs not
13 historically known to inherit the disease or typically susceptible to developing the disease, such
14 as small-breed dogs. Following increased reports of diet-associated DCM in dogs eating grain-
15 free diets and the growing number of scientific studies demonstrating the association between
16 consumption of grain-free, high-legume diets and cardiac damage in dogs, veterinarians began
17 warning against such diets and recommending immediate diet change for dogs diagnosed with
18 DCM.

19 55. Since that time, scientific studies have demonstrated:

- 20 a. Dogs eating grain-free, high-legume diets had higher median cardiac
21 troponin measurements and more instances of cardiac arrhythmias.¹⁶
- 22 b. Golden Retrievers eating nontraditional diets (diets that were grain-free and
23 contained legumes) had significantly lower taurine concentrations and
24 demonstrated more frequent cardiac systolic dysfunction (including

25 ¹⁶ Darcy Adin, et al., *Effect of Type of Diet on Blood and Plasma Taurine Concentrations, Cardiac Biomarkers, and*
26 *Echocardiograms in 4 Dog Breeds*, 35 J. VET. INTERN. MED. 771 (2021); *see also e.g.*, Lily Coppinger et al.,
Echocardiographic and Electrocardiographic Findings in Irish Wolfhounds Eating High-Pulse or Low-Pulse diets,
38(3) J. VET. INTERN. MED. 1300 (2024) (significantly higher percentage of Irish Wolfhounds eating high-pulse
diets had cardiac arrhythmias compared to those eating low-pulse diets).

decreased fractional shortening, increased LVID at diastole and systole, and lower ejection fraction).¹⁷

- c. Dogs eating grain-free diets with pulses in the top 10 ingredients demonstrated lower ejection fraction and higher end-systolic volumes.¹⁸
- d. Dogs eating grain-free diets and/or diets with legumes as main ingredients showed lower cardiac troponin levels, decreased median LVID, and increased fractional shortening *after diet change*, suggesting a decrease in cardiomyocyte injury and improved systolic performance when dogs are switched off grain-free/high-legume diets.¹⁹
- e. Dogs eating nontraditional diets (diets that were grain-free and/or contained legumes in the top 10 ingredients) that changed diets had a significantly greater decrease in normalized left ventricular diameter and significantly greater increase in fractional shortening compared to dogs eating traditional diets. Dogs eating nontraditional diets with diet change and dogs eating traditional diets had a significantly longer survival time compared to dogs eating nontraditional diets without diet change.²⁰
- f. Dogs eating grain-free diets at the time of diagnosis of DCM had significantly better clinical outcomes when diet change was part of their therapy, including improved survival time, and significant cardiac remodeling following diet change. Some dogs were able to have their cardiac medication dosages decreased over time and to come off cardiac medications after diet change.²¹

¹⁷ Eric Ontiveros et al., *Development of Plasma and Whole Blood Taurine Reference Ranges and Identification of Dietary Features Associated with Taurine Deficiency and Dilated Cardiomyopathy in Golden Retrievers: A Prospective, Observational Study*, 15(5) PLOS ONE (2020).

¹⁸ Eric Owens et al., *Comparison of Echocardiographic Measurements and Cardiac Biomarkers in Healthy Dogs Eating Nontraditional or Traditional Diets*, 37(1) J. VET. INTERN. MED. 37 (2023).

¹⁹ Haimovitz et al., *supra* note 12.

²⁰ Fischer et al., *supra* note 14.

²¹ Walker, et al., *supra* note 14.

g. Dogs eating nontraditional diets (diets that were grain-free, contained legumes in the top 10 ingredients, and/or did not meet World Small Animal Veterinary Association recommendations) that had their diets changed had a larger percentage decrease in normalized systolic LVID compared to those that did not have their diets changed. Survival time was significantly longer for dogs with DCM eating nontraditional diets that had their diets changed compared to dogs eating nontraditional diets that did not have their diets changed.²²

56. Of particular significance to veterinary cardiologists was the diagnosis of DCM and related cardiac damage in non-genetically predisposed breeds that were consuming grain-free dog food, including Nature's Domain grain-free dog food.

57. Veterinary cardiologists also recognized that consumption of grain-free dog food, including Nature's Domain grain-free dog food, can exacerbate a genetically predisposed dog's risk of developing DCM and related cardiac damage.

58. Additionally, dogs with diet-associated DCM, including some dogs genetically predisposed to DCM, showed statistically significant improvement in cardiac function (and in some cases complete reversal of the disease) following cessation of the grain-free diet.

59. As a 2025 narrative review of recent published peer-reviewed studies has found, "[c]urrent evidence supports an association between grain-free diets and the development of DCM in dogs."²³

60. Additionally, Plaintiff's expert biostatistician and epidemiologist has conducted a meta-analysis of published studies that demonstrates dogs who consume grain-free/high-legume diets have statistically significant larger LVID in both the diastolic and systolic states compared to dogs that consumed traditional, grain-inclusive dog food.

²² Freid et al., *supra* note 14; *see also e.g.*, Freeman et al., *supra* note 12.

²³ Lea Monard et al., *Role of Diet as a Predisposing Factor for Dilated Cardiomyopathy in Dogs: A Narrative Review*, 12(11) VET. SCI. 1106 (2025), <https://www.mdpi.com/2306-7381/12/11/1106>.

61. By combining information from all relevant studies, meta-analyses can provide more precise calculations of the effects of various interventions than those derived from the individual studies included within a review.²⁴ Meta-analyses are useful in every type of study, but they are now universally accepted in the context of observational studies. A meta-analysis of observational studies can provide the highest level of evidence that is practically feasible.

62. Plaintiff's expert identified 14 relevant studies.²⁵ The expert then examined the reported LVID diastolic and systolic measurements in each paper, pooled those results together, and ran a statistical analysis, which found that (1) dogs that consumed grain-free/high-legume diets had larger LVID (both systolic and diastolic) measurements than dogs that consumed traditional diets, and (2) the differences in the LVID measurements between the diet groups were highly statistically significant.

63. Plaintiff's expert thus concluded that the meta-analysis findings strongly support the proposition that consumption of grain-free/high-legume diets is associated with increased left ventricular diameters, which Defendant could have known had it conducted its own study.

64. Separately, Plaintiff's expert analyzed studies on the clinical effects of switching to a traditional diet as compared to persisting with a grain-free/high-legume diet in dogs with DCM that had been on grain-free/high-legume diets prior to the DCM diagnosis.

65. These types of studies are referred to as "dechallenge" studies, where one observes the effect of removing a suspected problematic treatment (in this case, switching from a grain-free/high-legume diet to a traditional diet) and compares that effect to study participants

²⁴ See *Cochrane Handbook for Systematic Reviews of Intervention, Version 5.1*.

²⁵ See Adin et al., *supra* note 10; Adin et al., *supra* note 16; Sarah M. Cavanaugh et al., *Short-Term Amino Acid, Clinicopathologic, and Echocardiographic Findings in Healthy Dogs Fed a Commercial Plant-based Diet*, PLOS ONE (Oct. 12, 2021); Coppinger et al., *supra* note 16; Fischer et al., *supra* note 14; Freeman et al., *supra* note 12; Freid et al., *supra* note 14; Haimovitz et al., *supra* note 12; Stacey Leach et al., *Prospective evaluation of echocardiographic parameters and cardiac biomarkers in healthy dogs eating four custom-formulated diets*, 4 FRONT. ANIMAL SCI. 1 (2023); Ontiveros et al., *supra* note 17; Eric Owens et al., *supra* note 18; Chloe Quilliam et al., *Effects of a 28-day Feeding Trial of Grain-Containing Versus Pulse-Based Diets on Cardiac Function, Taurine Levels and Digestibility in Domestic Dogs*, PLOS ONE (2023); Pawanpreet Singh et al., *The Pulse of It: Dietary Inclusion of Up to 45% Whole Pulse Ingredients with Chicken Meal and Pea Starch in a Complete and Balanced Diet Does Not Affect Cardiac Function, Fasted Sulfur Amino Acid Status, or Other Gross Measures of Health in Adult Dogs*, 153(5) J. NUTRITION 1461 (2023); Walker et al., *supra* note 14.

1 who continued consuming the suspected problematic diet. Several authors have noted the
2 evidentiary value of dechallenge in causal inference.²⁶

3 66. The expert identified two studies that provided adequate data to determine
4 whether dogs that were diagnosed with DCM and stopped consuming grain-free/high-legume
5 diets survived longer than those that continued consuming grain-free/high-legume diets.²⁷ Not
6 only did dogs that stopped consuming grain-free/high-legume diets live longer than those that
7 did not, there were statistically significant improvements in LVID measurements and the left
8 atrial:aortic ratio compared to the non-changers. Plaintiff's expert's survivability analysis
9 provides strong causal evidence that grain-free/high-legume diets are a contributing causal factor
10 to the development of canine DCM.

11 67. In response to increased reports from veterinary cardiologists of DCM in dogs
12 not genetically predisposed to the disease that were eating grain-free diets, in July 2018, the
13 United States Food and Drug Administration ("FDA") began an investigation of reported
14 incidents of non-hereditary DCM in dogs that are fed pet foods containing peas, lentils, or other
15 legume seeds as main ingredients, most commonly seen in grain-free dog foods (like Nature's
16 Domain). The FDA has noted the reported incidents "involve a wide range of dog breeds, ages
17 and weights."²⁸

18 68. In subsequent updates, the FDA also noted that while cases of DCM are
19 underreported, of the DCM cases reported to the FDA, Nature's Domain grain-free dog food
20 had the seventh highest prevalence of the total DCM cases. The FDA also noted that, in addition
21 to incidents of DCM, reports of other related cardiac damage were submitted.

22 ²⁶ See, e.g., Ping-Hwa Hsu & Ralph Stoll, *Causality Assessment of Adverse Events in Clinical Trials: II. An*
23 *Algorithm for Drug Causality Assessment*, 27(2) DRUG. INFO. J. 387 (1993); Niti Mittal & Mahesh Gupta,
24 *Comparison of Agreement and Rational Uses of the WHO and Naranjo Adverse Event Causality Assessment Tools*,
6(2) J. PHARMACOLOGY & PHARMACOTHERAPEUTICS 91 (2015); Burton Singer & Ralph Horwitz, *Evidence to Guide*
25 *Decision Making in Clinical Medicine*, in STATISTICS IN THE PUBLIC INTEREST: IN MEMORY OF STEPHEN E.
FIENBERG 257 (2022).

26 ²⁷ See Fischer et al., *supra* note 14; Freid et al., *supra* note 14.

²⁸ <https://www.fda.gov/animal-veterinary/outbreaks-and-advisories/fda-investigation-potential-link-between-certain-diets-and-canine-dilated-cardiomyopathy>.

1 69. The FDA Director for the Center for Veterinary Medicine (“CVM”) at the time,
2 Dr. Steven Solomon, stated that “based off the adverse event reports [the FDA] have received,
3 we have observed an association between certain diets and DCM.”²⁹

4 70. Dr. Solomon stated, “[W]hen there is a signal and an association that could
5 impact human or animal health” the FDA has “a public health obligation to share that
6 information transparently”; however, the FDA does “not view this as a regulatory issue” but “a
7 matter of science.”

8 71. Dr. Solomon further noted, “CVM does not review or declare any particular type
9 of pet food as ‘safe’ the way we do with animal drugs.”

10 72. When the FDA began its ongoing investigation into reports of DCM in dogs
11 eating grain-free diets, it asked pet food manufacturers and companies, including Defendant, to
12 contribute to the investigation and to provide diet formulations to assist in better understanding
13 the relationship with non-hereditary DCM.

14 73. However, upon information and belief, Defendant has not collaborated with the
15 FDA’s DCM investigation and Defendant did not provide its diet formulations to the FDA.

16 74. Instead, the grain-free dog food industry has worked to actively suppress public
17 knowledge of the FDA’s investigation and veterinary recommendations that pet owners avoid
18 feeding dogs grain-free dog foods.

19 75. Grain-free dog food manufacturers and retailers have concealed and suppressed
20 recommendations that consumers avoid grain-free diets, removed or blocked public comments
21 referring to the FDA’s reports and veterinarian recommendations, and mobilized to undermine
22 the implications of scientific research demonstrating the association between grain-free, high-
23 legume dog food and DCM and related cardiac problems.

24 76. The grain-free dog food industry has also attempted to slow down and terminate
25 the FDA’s DCM investigation by engaging in an expansive lobbying campaign aimed to exert
26 immense political pressure on the FDA.

²⁹ <https://ksvdl.org/resources/documents/dcm-forum/DCM-Forum-SolomonOpening-Remarks.pdf>.

1 77. These pressure tactics were largely successful, and in December 2022, the FDA
2 announced it did not intend to release further updates on the investigation but rather to continue
3 “to encourage research and collaboration by academia, veterinarians, and the industry.”

4 78. Despite this, Defendant claims, “[W]e fully support the FDA’s efforts to research
5 any potential links between diet and dilated cardiomyopathy (DCM) and are committed to
6 working with the FDA and veterinarians to understand this complex topic.”

7 79. Upon information and belief, notwithstanding the novelty of grain-free, high-
8 legume diets at the time of Nature’s Domain’s launch and subsequent alerts from veterinarians
9 regarding serious cardiac risks associated with consumption of grain-free, high-legume diets, as
10 well as FDA reports regarding the observed association, Defendant has never performed any
11 safety testing of its Nature’s Domain grain-free dog food regarding cardiac outcomes in dogs.

12 80. Upon information and belief, Defendant has never conducted any clinically
13 controlled, randomized study investigating Nature’s Domain grain-free dog food and its
14 association with causing or contributing to cause an increased risk of developing DCM.
15 Defendant has published no studies or feeding trials on Nature’s Domain grain-free dog food,
16 either before or after making the product available for sale, to confirm the safety of the product.

17 **D. Defendant’s Knowledge and Concealment**

18 81. Since at least 2018, Defendant has been aware, or should have been aware, that
19 its Nature’s Domain grain-free dog food increases the risk of serious cardiac health problems in
20 dogs.

21 82. As early as 2018, Defendant was aware, or should have been aware, of
22 accumulating scientific studies demonstrating a contributory and causal connection between
23 consumption of grain-free, high-legume diets and DCM and related cardiac damage in dogs.

24 83. As early as July 2018, Defendant was aware, or should have been aware, of the
25 FDA’s alert regarding the reports of the DCM link “in dogs eating certain pet foods containing
26

1 peas, lentils, other legume seeds” as main ingredients, “common in diets labeled as ‘grain-
2 free’.”³⁰

3 84. As early as June 2019, Defendant was aware, or should have been aware, the
4 FDA had named Nature’s Domain as the seventh most commonly reported grain-free dog food
5 in reported DCM cases.

6 85. Defendant is aware, or should be aware, that veterinarians recommend against
7 feeding dogs grain-free dog food, including Nature’s Domain grain-free dog food, because of
8 the increased cardiac risks and because there is no medical or scientific justification for a dog to
9 be on a grain-free diet.

10 86. Defendant is aware, or should be aware, of dogs that have been diagnosed with
11 diet-associated DCM due to eating grain-free dog food, including Nature’s Domain grain-free
12 dog food.

13 87. Defendant is aware, or should be aware, that veterinarians have recommended
14 that dogs who have been diagnosed with DCM avoid consuming grain-free dog foods, including
15 Nature’s Domain, and Defendant does not inform consumers of those recommendations.

16 88. Despite this knowledge, Defendant has suppressed and concealed this
17 information from the public.

18 89. Defendant is aware that consumers would not purchase Nature’s Domain grain-
19 free dog food if they knew that it was associated with cardiac damage and causing or
20 contributing to cause an increased risk of developing or exacerbating DCM.

21 **II. Defendant’s Omissions and Misrepresentations Are Actionable**

22 90. Defendant has endangered consumers’ pets by touting its dog food as healthy
23 and safe without disclosing these significant cardiac risks. Despite the fact that Nature’s Domain
24 grain-free dog food is associated with an increased risk of cardiac injury and development of

25 ³⁰ [https://wayback.archive-it.org/7993/20201222194256/https://www.fda.gov/animal-veterinary/cvm-updates/fda-](https://wayback.archive-it.org/7993/20201222194256/https://www.fda.gov/animal-veterinary/cvm-updates/fda-investigating-potential-connection-between-diet-and-cases-canine-heart-disease)
26 [investigating-potential-connection-between-diet-and-cases-canine-heart-disease](https://wayback.archive-it.org/7993/20201222194256/https://www.fda.gov/animal-veterinary/cvm-updates/fda-investigating-potential-connection-between-diet-and-cases-canine-heart-disease)

1 DCM, Defendant represents that the product is a healthy and safe diet for dogs and omits
2 material facts about the dangers of feeding dogs Nature's Domain grain-free dog food.

3 91. Defendant sells Nature's Domain grain-free dog food with substantially similar
4 misrepresentations and omissions across all product packaging and digital marketing.

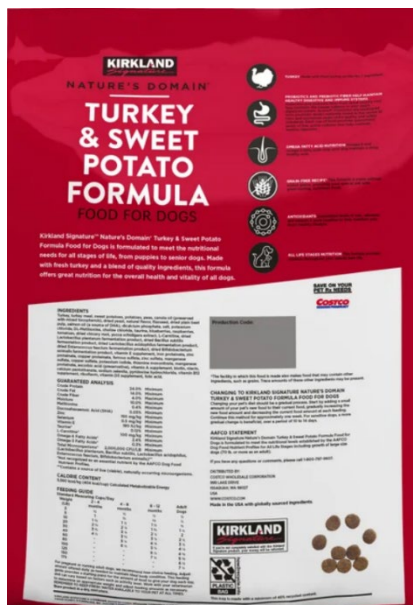
5 92. All of Defendant's product packaging markets Nature's Domain grain-free dog
6 food as a product that is "formulated to meet the nutritional needs" for all stages of life and that
7 provides "great nutrition for overall health and vitality of all dogs."



Kirkland Signature™ Nature's Domain® Salmon & Sweet Potato
Formula Food for Dogs is formulated to meet the nutritional
needs for all stages of life, from puppies to senior dogs. Made
with salmon and a blend of quality ingredients, this formula offers
great nutrition for the overall health and vitality of all dogs.

Kirkland Signature™ Nature's Domain® Puppy Chicken & Pea Formula Food for Dogs is formulated to meet the special nutritional needs of puppies and is also great for pregnant or nursing mothers. Made with real chicken for quality protein, guaranteed DHA to help maintain proper brain and eye health, and omega-6 and omega-3 fatty acids for skin and coat, this formula offers nutrition for overall health and vitality for all puppies.

95. All packaging of Nature's Domain dry grain-free recipes, no matter the various combinations of protein or other carbohydrate formulations, are not only substantially similar, but are materially identical and appear exactly the same. For example:



1 96. On every Nature's Domain grain-free package, Defendant directs its consumers
2 to Costco's website.

3 97. Costco's website marketing of Nature's Domain grain-free dog food represents
4 alleged benefits to feeding dogs a grain-free diet, specifically referencing food allergies.

5 **What are the Benefits of Feeding Grain-Free?**

6 Many dogs seem to be sensitive to ingredients in traditional pet food formulas. Although true food allergies
7 are relatively uncommon (only 10% of pets with allergies actually have food allergies), it does seem that food
sensitivities are reported more frequently in veterinary practice than ever before.

8 98. Website marketing of Nature's Domain claims that the grain-free, high-legume
9 product "eliminate[s] the potential for [food sensitivity or allergic] reactions to grains . . . by
10 eliminating these ingredients from the food. Each Nature's Domain formula is made with limited
protein sources making them great choices for sensitive dogs or cats."

11 **A Food Sensitivity can Occur to any Ingredient in a Food**

12 It most often occurs as a reaction to proteins, grains or artificial colorings or flavorings. Nature's Domain™
13 Formulas eliminate the potential for reactions to grains and artificial color or flavor by eliminating these
14 ingredients from the food. Each Nature's Domain formula is made with limited protein sources, making them
great choices for sensitive dogs or cats.

15 99. However, on information and belief, Defendant has done no testing to
16 substantiate that Nature's Domain grain-free dog food is a "great choice[]" for sensitive dogs."

17 100. Website representations further claim that "Nature's Domain [is] formulated to
18 meet nutritional requirements for all life stages" explaining that "you can start your puppy or
19 kitten off right with Nature's Domain and continue to feed this same [grain-free, high-legume]
20 food as your puppy or kitten becomes an adult."

21 **Nature's Domain™**

22 **Formulated to Meet Nutritional Requirements for all Life stages.**

23 This means that you can start your puppy or kitten off right with Nature's Domain and continue to feed this
24 same food as your puppy or kitten becomes an adult. This is especially beneficial when feeding multiple pets
25 of varying ages in a household.
26

Kirkland Signature™ Pet Supplies
Designed & Formulated with:
 The highest quality ingredients. For all stages of life.

101. Each of these statements represents pure and partial omissions as well as misrepresentations regarding the product's healthiness and safety for dogs. As a result, Plaintiff and the Classes were injured by the full or partial purchase price of the product because the product is worthless (or is of lesser value than the product Defendant represented it to be) and Plaintiff and the Classes would not have purchased the Nature's Domain grain-free dog food at all had they been aware of all the material facts.

102. Plaintiff and Class Members bargained for a product that is healthy and safe for consumption and were deprived of the basis of their bargain when Defendant omitted material facts and sold them a product that increases the risks of serious cardiac health effects and that has no scientific or medical justification for being fed to any dog.

103. No reasonable consumer would expect that Nature's Domain grain-free dog food marketed as healthy and safe would pose a risk to their dogs' cardiac health, safety, and well-being, or that it would cause or contribute to a fatal heart condition. Nor would a reasonable consumer expect that a dog food retailer introducing a novel grain-free, high-legume product had conducted no adequate feeding studies to substantiate its product claims. Accordingly, Plaintiff and Class Members suffered economic injuries as a result of purchasing Nature's Domain grain-free dog food.

104. Moreover, because these facts relate to a critical health and safety-related deficiency in Nature's Domain grain-free dog food, Defendant was under a continuous duty to disclose to Plaintiff and Class Members the true standard, quality, and grade of the product and to disclose that Nature's Domain grain-free dog food may be deleterious to dogs' health. Defendant also had a duty to disclose because of its unique, exclusive, and/or superior knowledge concerning the true nature of Nature's Domain grain-free dog food. Nonetheless, Defendant omitted, concealed, and misrepresented this information, as discussed herein.

1 105. Although Defendant is in the best position to know what content it placed on its
 2 packaging during the relevant timeframe, and the facts regarding Nature's Domain grain-free
 3 dog food's association with cardiac risks that rendered its representations misleading, to the
 4 extent necessary, Plaintiff satisfies the requirements of Rule 9(b) by alleging the following facts
 5 with particularity:

6 106. **WHO:** Defendant made material omissions and misrepresentations of fact about
 7 Nature's Domain grain-free dog food through its packaging, website, and marketing materials
 8 which represent that the product is healthy and safe. These representations are misleading,
 9 inaccurate, and constitute omitted material information regarding Nature's Domain grain-free
 10 dog food's association with cardiac risks.

11 107. **WHAT:** Defendant's conduct here was, and continues to be, fraudulent because
 12 it omitted and concealed Nature's Domain grain-free dog food's association with cardiac risks,
 13 including development of DCM. Thus, Defendant's conduct deceived Plaintiff and Class
 14 Members into believing that the dog food is healthy and safe when it is not. Defendant knew or
 15 should have known that this information is material to reasonable consumers, including Plaintiff
 16 and Class Members in making their purchasing decisions, yet it continued to pervasively market
 17 its product in this manner throughout the United States, including the States of Washington and
 18 California, to convince consumers the product is a healthy and safe diet for dogs.

19 108. **WHEN:** Defendant made material omissions and misrepresentations during the
 20 putative class period, including prior to and at the time Plaintiff and Class Members purchased
 21 Nature's Domain grain-free dog food, despite its knowledge of the product's association with
 22 cardiac risks, including development of DCM.

23 109. **WHERE:** Defendant's marketing message was uniform and pervasive, carried
 24 through material omissions and misrepresentations on Nature's Domain grain-free dog food's
 25 packaging, website, and through marketing materials.

26 110. **HOW:** Defendant made material omissions of fact and misrepresentations
 regarding Nature's Domain grain-free dog food, including the product's association with cardiac
 risks and development of DCM.

111. **WHY:** Defendant made the material omissions and misrepresentations detailed herein for the express purpose of inducing Plaintiff, Class Members, and all reasonable consumers to purchase and/or pay for Nature's Domain grain-free dog food, the effect of which was that Defendant profited by selling the product to hundreds of thousands of consumers. Due to the lower manufacturing costs of grain-free, high-legume dog food, Defendant was incentivized to promote and sell its Nature's Domain grain-free dog food.

112. **INJURY:** Plaintiff and Class Members purchased, paid a premium (up to the full purchase price), or paid more for Nature's Domain grain-free dog food when they otherwise would not have absent Defendant's omissions and misrepresentations.

CLASS ACTION ALLEGATIONS

113. Plaintiff brings his claims for relief under Federal Rules of Civil Procedure 23(b)(2) and (b)(3) on behalf of the following Classes:

Nationwide Class

All persons who purchased Nature's Domain grain-free dog food in the United States from four years prior to the filing of the Complaint to the present.

California UCL Subclass

All persons who purchased Nature's Domain grain-free dog food in the State of California from four years prior to the filing of the Complaint to the present.

California CLRA, FAL, and Common Law Subclass

All persons who purchased Nature's Domain grain-free dog food in the State of California from three years prior to the filing of the Complaint to the present.

114. Excluded from the Classes are persons who made such purchase for purpose of resale; Defendant and any entities in which Defendant has a controlling interest; Defendant's officers, directors, affiliates, legal representatives, co-conspirators, successors, subsidiaries, assignees, agents and employees; the judge to whom this action is assigned; members of the judge's staff; and the judge's immediate family.

115. Plaintiff reserves the right to amend the definition of the Classes if discovery or further investigation reveals that the Classes should be expanded or otherwise modified.

116. The proposed Classes meet the criteria for certification under Rule 23.

117. **Numerosity.** Members of both Classes are so numerous that their individual joinder herein is impracticable. While the exact number of Class Members is unknown to Plaintiff at this time, on information and belief, members of both Classes number in the thousands.

118. **Commonality and Predominance.** Common questions of law and fact exist as to all Class Members and predominate over questions affecting only individual Class Members. Common legal and factual questions include, but are not limited to:

Nationwide Class

- a. Whether Defendant is responsible for the conduct alleged herein which was uniformly directed to all consumers who purchased Nature's Domain grain-free dog food;
- b. Whether Defendant's misconduct set forth in this Complaint demonstrates that Defendant has engaged in unfair or deceptive business practices with respect to the advertising, marketing, and sale of Nature's Domain grain-free dog food;
- c. Whether Defendant's misconduct affects the public interest;
- d. Whether Defendant's marketing and omissions concerning Nature's Domain grain-free dog food were likely to deceive the public and reasonable consumers;
- e. Whether Defendant made material omissions regarding Nature's Domain grain-free dog food's association with causing or contributing to cause DCM and related cardiac damage;
- f. Whether Defendant sold Nature's Domain grain-free dog food at inflated prices as a result of its deceptive, false, misleading representations and material omissions;
- g. Whether Defendant committed the statutory violations alleged against Plaintiff and the Nationwide Class by doing so; and

- 1 h. Whether Plaintiff and the Nationwide Class are entitled to money damages
2 under the same causes of action as the other members of the Nationwide
3 Class.

4 **California Subclasses**

- 5 a. Whether Defendant is responsible for the conduct alleged herein which was
6 uniformly directed to all consumers who purchased Nature's Domain grain-
7 free dog food;
- 8 b. Whether Defendant's misconduct set forth in this Complaint demonstrates
9 that Defendant has engaged in unfair, fraudulent, or unlawful business
10 practices with respect to the advertising, marketing, and sale of Nature's
11 Domain grain-free dog food;
- 12 c. Whether Defendant's false and misleading statements concerning Nature's
13 Domain grain-free dog food were likely to deceive the public and reasonable
14 consumers;
- 15 d. Whether Defendant made material misrepresentations and omissions
16 regarding Nature's Domain grain-free dog food's association with causing or
17 contributing to cause DCM and related cardiac damage;
- 18 e. Whether Defendant sold Nature's Domain grain-free dog food at inflated
19 prices as a result of its deceptive, false, misleading representations and
20 material omissions;
- 21 f. Whether Defendant committed the statutory and common law violations
22 alleged against Plaintiff and the California Subclasses by doing so; and
- 23 g. Whether Plaintiff and the California Subclasses are entitled to money
24 damages under the same causes of action as the other members of the
25 California Subclasses.

26 119. **Typicality.** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was subjected to the same allegedly unlawful conduct and suffered similar damages as all other Class Members who purchased Defendant's product.

1 120. **Adequacy.** Plaintiff is an adequate representative of the Classes because his
 2 interests do not conflict with the interests of the Class Members he seeks to represent, he has
 3 retained competent counsel experienced in prosecuting class actions, and he intends to prosecute
 4 this action vigorously. The interests of the Class Members will be fairly and adequately
 5 protected by Plaintiff and his counsel.

6 121. **Superiority.** The class mechanism is superior to other available means for the
 7 fair and efficient adjudication of the claims of Class Members. Individually, the Class Members
 8 may lack the resources to undergo the burden and expense of individual prosecution of the
 9 complex and extensive litigation necessary to establish Defendant's liability. Individualized
 10 litigation increases the delay and expense of all parties and multiplies the burden on the judicial
 11 system presented by the complex legal and factual issues of the case. Individualized litigation
 12 also presents the potential for inconsistent or contradictory judgments. In contrast, the class
 13 action device presents far fewer management difficulties and provides the benefits of a single
 14 adjudication, economy of scale, and comprehensive supervision by a single court on the issue
 15 of Defendant's liability. Class treatment of the liability issue will ensure that all claims and
 16 claimants are before this Court for consistent adjudication of liability issues.

17 122. Discovery will inform the proper form and manner of notice to Class Members.
 18 Plaintiff anticipates, however, that notice by direct mail will be given to Class Members who
 19 can be specifically identified, including, without limitation, by the use of Defendant's store
 20 records and other information in Defendant's possession. In addition, notice may be published
 21 in appropriate publications, on the internet, in press releases, and in similar communications in
 22 a way that is targeted to reach those who may have purchased Nature's Domain grain-free dog
 23 food.

24 123. Defendant has acted or failed to act on grounds generally applicable to the
 25 Classes, thereby making final injunctive relief appropriate with respect to the Classes as a whole.

26 124. Without a class action, Defendant will continue a course of action that will result
 in further damages to Plaintiff and members of the Classes and will likely retain the benefits of
 its wrongdoing.

125. Based on the foregoing allegations, Plaintiff's claims for relief include those set forth below.

COUNT I

Violation of Washington's Consumer Protection Act, RCW § 19.86.010 et seq.

(On behalf of Plaintiff and the Nationwide Class)

126. Plaintiff realleges and incorporates by reference all paragraphs alleged above.

127. Plaintiff brings this claim individually and on behalf of the Nationwide Class against Defendant.

128. The Washington Consumer Protection Act ("WCPA") broadly prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." RCW § 19.86.020.

129. Defendant's acts alleged herein are deceptive and unfair within the meaning of the WCPA. RCW § 19.86.020.

130. Defendant committed the acts complained of herein in the course of "trade" or "commerce" within the meaning of the WCPA. RCW § 19.86.010.

131. Defendant's deceptive and unfair practices, as alleged herein, are injurious to the public interest because they have the capacity to injure other persons, including the millions of consumers who shop at Defendant's retail stores and/or through Defendant's website. Specifically, Defendant's unfair and deceptive acts include, but are not limited to: (a) selling Nature's Domain grain-free dog food as a product to be consumed by dogs when it possesses a significant and substantial risk of harm to dogs; (b) marketing Nature's Domain grain-free dog food as a product that is safe and healthy for consumption by dogs when it possesses a significant and substantial risk of harm to dogs; (c) failing to disclose the risks to dogs associated with the consumption of Nature's Domain grain-free dog food; and (d) failing to conduct any testing to confirm that Nature's Domain grain-free dog food was safe for consumption.

132. Defendant's deceptive and unfair practices, as alleged herein, injured Plaintiff and the Nationwide Class in their business or property. Plaintiff and the Nationwide Class paid for Nature's Domain grain-free dog food that was marketed as healthy and safe but in fact

1 increased serious cardiac health risks to their dogs. If not for Defendant's deceptive and unfair
 2 conduct, Plaintiff and the Nationwide Class would not have purchased the product and would
 3 not have fed Nature's Domain grain-free dog food to their dogs.

4 133. Plaintiff and members of the Nationwide Class could not reasonably avoid the
 5 injuries caused by Defendant's unfair and deceptive practices because the risks to dogs from
 6 consuming grain-free/legume-heavy dog food was not common knowledge and Defendant
 7 concealed the risks from consumers.

8 134. Upon information and belief Defendant developed, created, originated, launched,
 9 and controlled its deceptive and unfair marketing in and from the State of Washington.

10 135. The State of Washington has a unique and substantial relationship with
 11 Defendant because Defendant is incorporated under the laws of the State of Washington and
 12 Defendant's principal place of business is located in the State of Washington. Furthermore,
 13 Defendant is one of Washington's largest corporate citizens.

14 136. The State of Washington has a substantial interest in regulating Defendant's
 15 conduct and ensuring resident Washington businesses, like Defendant, behave responsibly in
 16 accordance with Washington law and public policy. Therefore, the State of Washington has a
 17 superior interest in applying the Washington Consumer Protection Act to this action.

18 137. Defendant is liable to Plaintiff and the Nationwide Class for damages in amounts
 19 to be proven at trial, including attorneys' fees, costs, and treble damages, as well as any other
 20 remedies the Court may deem appropriate under RCW § 19.86.090, including but not limited to
 injunctive relief.

21 **COUNT II**

22 **Violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 et** 23 **seq.**

24 *(On behalf of Plaintiff and the California UCL Subclass)*

25 138. Plaintiff realleges and incorporates by reference paragraphs 1-124.

26 139. Prior to his purchase, Plaintiff reviewed the packaging and marketing materials
 of the Nature's Domain grain-free dog food product and saw the claims representing that

1 Nature's Domain is healthy and safe. Plaintiff understood these claims to be representations and
 2 warranties by Defendant that Nature's Domain grain-free dog food is free from health risks, but
 3 these representations and warranties are false, deceptive, misleading, and omitted material facts.
 4 Plaintiff reasonably relied on these representations, warranties, and omissions in deciding to
 5 purchase the product, and these representations and omissions were part of the basis of the
 6 bargain in that he would not have purchased Nature's Domain grain-free dog food if the true
 7 facts about its health risks had been known.

8 140. Plaintiff brings this claim individually and on behalf of the California UCL
 9 Subclass against Defendant.

10 141. In the alternative to those claims seeking damages, Plaintiff and Class Members
 11 allege that there is no adequate remedy at law.

12 142. Plaintiff and Class Members have an equitable interest in the money they paid
 13 Defendant for Defendant's Nature's Domain grain-free dog food, which they allege included
 14 misleading marketing, advertising, and packaging.

15 143. By committing the acts and practices alleged herein, Defendant has violated
 16 California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200-17210, which prohibits
 17 "any unlawful, unfair, or fraudulent business act or practice."

18 144. Defendant has violated the UCL's proscription against engaging in unlawful
 19 business practices as a result of its violations of the CLRA, Cal. Civ. Code § 1770(a)(5), (a)(7),
 20 and (a)(9), and violations of California's False Advertising Law, in addition to violations of
 21 common law as alleged below.

22 145. As more fully described above, Defendant's misleading marketing, advertising,
 23 and packaging of Nature's Domain grain-free dog food is likely to deceive reasonable
 24 consumers. In addition, Defendant has committed unlawful business practices by, inter alia,
 25 making the representations and omissions of material facts, as set forth more fully herein.
 26 Plaintiff and the Class Members reserve the right to allege other violations of law which
 constitute other unlawful business acts or practices.

1 146. Defendant has also violated the UCL's proscription against engaging in Unfair
2 Business Practices. Defendant's acts, omissions, misrepresentations, practices and
3 nondisclosures as alleged herein also constitute "unfair" business acts and practices within the
4 meaning of California Business & Professions Code § 17200 et seq. in that its conduct is
5 substantially injurious to consumers, offends public policy, and is immoral, unethical,
6 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits
7 attributable to such conduct.

8 147. There were reasonably available alternatives to further Defendant's legitimate
9 business interests, other than the conduct described herein as noted above.

10 148. Defendant has further violated the UCL's proscription against engaging in
11 Fraudulent Business Practices. Defendant's claims, nondisclosures, and misleading statements
12 with respect to Nature's Domain grain-free dog food, as more fully set forth above, were false,
13 misleading, and/or likely to deceive the consuming public within the meaning of California
14 Business & Professions Code § 17200.

15 149. Plaintiff and the other Class Members suffered a substantial injury by virtue of
16 buying Nature's Domain grain-free dog food that they would not have purchased absent
17 Defendant's unlawful, fraudulent, and unfair marketing, advertising, packaging, and omissions
18 about the nature of the product.

19 150. There is no benefit to consumers or competition from deceptively marketing and
20 omitting material facts about the true nature of Nature's Domain grain-free dog food.

21 151. Plaintiff and the other Class Members had no reasonable way of knowing that
22 the product they purchased was not as marketed, advertised, and packaged.

23 152. Thus, they could not have reasonably avoided the injury each of them suffered.

24 153. The gravity of the consequences of Defendant's conduct as described outweighs
25 any justification, motive, or reason therefor, particularly considering the available legal
26 alternatives which exist in the marketplace, and such conduct is immoral, unethical,
unscrupulous, offends established public policy, or is substantially injurious to Plaintiff and the
other Class Members.

154. Plaintiff and Class Members lack an adequate remedy at law to recover the amounts that Defendant received from its UCL violations to the extent it is determined that Plaintiff and Class Members did not have a legal entitlement to damages. In such a scenario, Plaintiff and Class Members would still have an equitable entitlement to recover the amounts Defendant received given that Plaintiff and Class Members conferred a benefit on Defendant by paying money for Nature's Domain grain-free dog food, which they allege Defendant misleadingly marketed and packaged. Fairness dictates that Plaintiff and Class Members are entitled to restitution for these purchases; and it would be inequitable for Defendant to retain the amounts earned from Plaintiff and Class Members' purchases.

155. Pursuant to California Business and Professions Code § 17203, Plaintiff and the Class seek an order of this Court that includes, but is not limited to, an order enjoining Defendant from further conduct that violates the UCL and requiring Defendant to (a) provide restitution to Plaintiff and the other Class Members; (b) disgorge all profits obtained as a result of violations of the UCL; and (c) pay Plaintiff's and the Class Members' attorneys' fees and costs.

COUNT III

Violation of California's Consumers Legal Remedies Act ("CLRA"), California Civil Code § 1750 et seq.

(On behalf of Plaintiff and the California CLRA, FAL, and Common Law Subclass)

(Injunctive Relief Only)

156. Plaintiff realleges and incorporates by reference paragraphs 1-124.

157. Prior to his purchase, Plaintiff reviewed the packaging and marketing materials of the Nature's Domain grain-free dog food product and saw the claims representing that Nature's Domain is healthy and safe. Plaintiff understood these claims to be representations and warranties by Defendant that Nature's Domain grain-free dog food is free from health risks, but these representations and warranties are false, deceptive, misleading, and omitted material facts. Plaintiff reasonably relied on these representations, warranties, and omissions in deciding to purchase the product, and these representations and omissions were part of the basis of the

1 bargain in that he would not have purchased Nature's Domain grain-free dog food if the true
2 facts about its health risks had been known.

3 158. Plaintiff brings this claim individually and on behalf of the California CLRA,
4 FAL, and Common Law Subclass against Defendant.

5 159. Civil Code § 1770(a)(5) prohibits "[r]epresenting that goods or services have
6 sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not
7 have or that a person has a sponsorship, approval, status, affiliation, or connection that the person
8 does not have."

9 160. Civil Code § 1770(a)(7) prohibits "[r]epresenting that goods or services are of a
10 particular standard, quality, or grade, or that goods are of a particular style or model, if they are
11 of another."

12 161. Civil Code § 1770(a)(9) prohibits "advertising goods or services with intent not
13 to sell them as advertised."

14 162. Defendant violated Civil Code § 1770(a)(5), (a)(7), and (a)(9) by holding out its
15 Nature's Domain grain-free dog food as healthy and safe when in fact there is no medical or
16 scientific justification for a dog to eat a grain-free, high-legume diet, and the dog food is
associated with an increased risk of DCM and related cardiac damage.

17 163. Defendant has unique, exclusive, and/or superior knowledge of the health risks
18 of the product, which were not known to Plaintiff or Class Members.

19 164. Defendant made partial representations to Plaintiff and Class Members, while
20 suppressing the true nature of the product. Specifically, Defendant did so by displaying the
21 product and describing the product as healthy and safe, including on the product packaging, on
22 its website, and in its marketing, without disclosing the product's association with developing
23 DCM and related cardiac damage. Moreover, Defendant affirmatively misrepresented the
24 product despite its knowledge that the product was not as advertised.

25 165. Plaintiff and the Class Members have suffered harm as a result of these violations
26 of the CLRA because they have incurred charges and/or paid monies for the product that they

1 otherwise would not have incurred or paid, and unknowingly exposed their pets to significant
2 and substantial health risks.

3 166. On the date this Complaint was filed, Plaintiff's counsel sent Defendant a CLRA
4 notice letter, which complies in all respects with California Civil Code § 1782(a).

5 167. The letter was sent via certified mail, return receipt requested, advising
6 Defendant that it was in violation of the CLRA with respect to its marketing and sale of Nature's
7 Domain grain-free dog food, and demanding that it cease and desist from such violations and
8 make full restitution by refunding the monies received therefrom. The letter stated that it was
9 sent on behalf of all other similarly situated purchasers. A copy of this Complaint was attached
10 as an exhibit to the letter.

11 168. Because of the gravity of the harm alleged, Plaintiff has chosen not to wait for
12 Defendant's response before filing this action.

13 169. Plaintiff has also chosen not to wait for Defendant's response because Defendant
14 has long known about its conduct as described herein and it has refused to act.

15 170. Accordingly, Plaintiff and the Class Members seek injunctive relief available
16 under the CLRA. Should Defendant choose not to remedy the situation within 30 days of the
17 letter, Plaintiff intends to amend this Complaint to seek damages and reasonable attorneys' fees
18 under the CLRA.

19 **COUNT IV**

20 **Violation of California's False Advertising Law ("FAL"),**

21 **Cal. Bus. & Prof. Code § 17500 et seq.**

22 *(On behalf of Plaintiff and the California CLRA, FAL, and Common Law Subclass)*

23 171. Plaintiff realleges and incorporates by reference paragraphs 1-124.

24 172. Prior to his purchase, Plaintiff reviewed the packaging and marketing materials
25 of the Nature's Domain grain-free dog food product and saw the claims representing that
26 Nature's Domain is healthy and safe. Plaintiff understood these claims to be representations and
warranties by Defendant that Nature's Domain grain-free dog food is free from health risks, but
these representations and warranties are false, deceptive, misleading, and omitted material facts.

1 Plaintiff reasonably relied on these representations, warranties, and omissions in deciding to
2 purchase the product, and these representations and omissions were part of the basis of the
3 bargain in that he would not have purchased Nature's Domain grain-free dog food if the true
4 facts about its health risks had been known.

5 173. Plaintiff brings this claim individually and on behalf of the California CLRA,
6 FAL, and Common Law Subclass against Defendant.

7 174. In the alternative to those claims seeking damages, Plaintiff and Class Members
8 allege that there is no adequate remedy at law.

9 175. Plaintiff and Class Members have an equitable interest in the money they paid
10 Defendant for Defendant's Nature's Domain grain-free dog food, which they allege included
11 misleading marketing, advertising, and packaging.

12 176. Defendant's acts and practices, as described herein, have deceived and/or are
13 likely to continue to deceive Class Members and the public. As described above, and throughout
14 this Complaint, Defendant misrepresented its Nature's Domain grain-free dog food as healthy
15 and safe when, in fact, the product was not healthy and safe, and instead increased cardiac health
16 risks.

17 177. By its actions, Defendant disseminated uniform advertising regarding Nature's
18 Domain grain-free dog food to and across California. The advertising was, by its very nature,
19 unfair, deceptive, untrue, and misleading within the meaning of Cal. Bus. & Prof. Code § 17500
20 et seq. Such advertisements were intended to and likely did deceive the consuming public for
21 the reasons detailed herein.

22 178. The above-described false, misleading, and deceptive advertising Defendant
23 disseminated continues to have a likelihood to deceive in that Defendant failed to disclose that
24 consumption of Nature's Domain grain-free dog food poses a significant risk to the health,
25 safety, and well-being of dogs.

26 179. Defendant continues to misrepresent to consumers that Nature's Domain grain-
free dog food is healthy and safe when in fact the product is not.

1 180. In making and disseminating these statements, Defendant knew, or should have
 2 known, its advertisements were untrue and misleading in violation of California law. Plaintiff
 3 and other Class Members based their purchasing decisions on Defendant's partial
 4 misrepresentations and omitted material facts. The revenue attributable to Nature's Domain
 5 grain-free dog food sold with those false and misleading advertisements likely amounts to tens
 6 of millions of dollars.

7 181. The misrepresentations and omissions by Defendant of the material facts
 8 described and detailed herein constitute false and misleading advertising and, therefore,
 9 constitute a violation of Cal. Bus. & Prof. Code § 17500 et seq.

10 182. Plaintiff and Class Members lack an adequate remedy at law to recover the
 11 amounts that Defendant received from its FAL violations to the extent it is determined that
 12 Plaintiff and Class Members did not have a legal entitlement to damages. In such a scenario,
 13 Plaintiff and Class Members would still have an equitable entitlement to recover the amounts
 14 Defendant received given that Plaintiff and Class Members conferred a benefit on Defendant by
 15 paying money for Nature's Domain grain-free dog food, which they allege Defendant
 16 misleadingly marketed and packaged. Fairness dictates that Plaintiff and Class Members are
 17 entitled to restitution for these purchases; and it would be inequitable for Defendant to retain the
 18 amounts earned from Plaintiff and Class Members' purchases.

19 183. As a result of Defendant's wrongful conduct, Plaintiff and Class Members lost
 20 money in an amount to be proven at trial. Plaintiff and Class Members are therefore entitled to
 21 restitution as appropriate for this cause of action.

22 184. Plaintiff and Class Members seek restitution of all profits stemming from
 23 Defendant's violations of the FAL; declaratory relief; reasonable attorneys' fees and costs under
 24 California Code of Civil Procedure § 1021.5; injunctive relief; and other appropriate relief.

COUNT V

Fraud

(On behalf of Plaintiff and the California CLRA, FAL, and Common Law Subclass)

26 185. Plaintiff realleges and reincorporates by reference paragraphs 1-124.

1 186. Prior to his purchase, Plaintiff reviewed the packaging and marketing materials
2 of the Nature's Domain grain-free dog food product and saw the claims representing that
3 Nature's Domain is healthy and safe. Plaintiff understood these claims to be representations and
4 warranties by Defendant that Nature's Domain grain-free dog food is free from health risks, but
5 these representations and warranties are false, deceptive, misleading, and omitted material facts.
6 Plaintiff reasonably relied on these representations, warranties, and omissions in deciding to
7 purchase the product, and these representations and omissions were part of the basis of the
8 bargain in that he would not have purchased Nature's Domain grain-free dog food if the true
9 facts about its health risks had been known.

10 187. Plaintiff brings this claim individually and on behalf of the California CLRA,
11 FAL, and Common Law Subclass.

12 188. At the time Plaintiff and Class Members purchased Nature's Domain grain-free
13 dog food, Defendant did not disclose, but instead omitted, suppressed, and concealed the
14 product's association with cardiac risks, and affirmatively misrepresented the product as healthy
15 and safe.

16 189. Defendant knew that its representations regarding the healthfulness and safety of
17 its Nature's Domain grain-free dog food were false because of the product's association with
18 increased cardiac risks.

19 190. Defendant knew that its suppressions, omissions, and misrepresentations
20 regarding Nature's Domain grain-free dog food were material, and intended that reasonable
21 consumers would rely upon its representations (and corresponding omissions) in making
22 purchasing decisions.

23 191. Because of Defendant's omissions, suppressions, and concealments, Plaintiff and
24 Class Members justifiably relied on Defendant's misrepresentations (and corresponding
25 omissions) in making their purchasing decisions.

26 192. Given the deceptive manner in which Defendant advertised, marketed,
represented, and otherwise promoted Nature's Domain grain-free dog food, Plaintiff's and the
Class's reliance on Defendant's misrepresentations and omissions was justifiable.

193. Further, Plaintiff and Class Members had a right to rely upon Defendant's representations (and corresponding omissions) because Defendant maintained unique, exclusive, and/or superior control over knowledge of material facts regarding the true quality of Nature's Domain grain-free dog food.

194. Plaintiff and Class Members sustained damages as a result of their reliance on Defendant's omissions and misrepresentations, thus causing Plaintiff and Class Members to sustain actual losses and damages, including punitive damages to the extent allowed by law, in a sum to be determined at trial.

COUNT VI

Fraudulent Inducement

(On behalf of Plaintiff and the California CLRA, FAL, and Common Law Subclass)

195. Plaintiff realleges and reincorporates by reference paragraphs 1-124.

196. Prior to his purchase, Plaintiff reviewed the packaging and marketing materials of the Nature's Domain grain-free dog food product and saw the claims representing that Nature's Domain is healthy and safe. Plaintiff understood these claims to be representations and warranties by Defendant that Nature's Domain grain-free dog food is free from health risks, but these representations and warranties are false, deceptive, misleading, and omitted material facts. Plaintiff reasonably relied on these representations, warranties, and omissions in deciding to purchase the product, and these representations and omissions were part of the basis of the bargain in that he would not have purchased Nature's Domain grain-free dog food if the true facts about its health risks had been known.

197. Plaintiff brings this claim individually and on behalf of the California CLRA, FAL, and Common Law Subclass.

198. Defendant did not disclose, but instead concealed material facts and misrepresented Nature's Domain grain-free dog food, as discussed herein.

199. Defendant knew that its representations regarding the healthfulness and safety of its Nature's Domain grain-free dog food were false because of the product's association with increased cardiac risks.

200. Defendant also knew that its omissions and misrepresentations regarding Nature's Domain grain-free dog food were material and intended that reasonable consumers would rely upon its representations (and corresponding omissions) in making purchasing decisions.

201. Defendant intended to induce—and did, indeed, induce—Plaintiff and Class Members into purchasing Nature's Domain grain-free dog food based upon its affirmative representations and omissions.

202. Because of Defendant's omissions, suppressions, and concealments, Plaintiff and Class Members justifiably relied on Defendant's misrepresentations (and corresponding omissions) in making their purchasing decisions.

203. Plaintiff and Class Members did not know—nor could they have known through reasonable diligence—about the true quality of Nature's Domain grain-free dog food because Defendant maintained unique, exclusive, and/or superior control over knowledge of material facts regarding the true quality of the product.

204. Plaintiff and Class Members had a right to rely on Defendant's representations (and corresponding omissions) as Defendant maintained exclusive control over the Nature's Domain grain-free dog food, and what information it made available regarding the product.

205. Plaintiff and Class Members would not have purchased Nature's Domain grain-free dog food if they had known all material facts and that the product was associated with increased cardiac risks.

206. Plaintiff and Class Members sustained damages as a result of their reliance on Defendant's omissions and misrepresentations, thus causing Plaintiff and Class Members to sustain actual losses and damages, including punitive damages to the extent allowed by law, in a sum to be determined at trial.

COUNT VII

Fraudulent Concealment or Omission

(On behalf of Plaintiff and the California CLRA, FAL, and Common Law Subclass)

207. Plaintiff realleges and reincorporates by reference paragraphs 1-124.

1 208. Prior to his purchase, Plaintiff reviewed the packaging and marketing materials
2 of the Nature's Domain grain-free dog food product and saw the claims representing that
3 Nature's Domain is healthy and safe. Plaintiff understood these claims to be representations and
4 warranties by Defendant that Nature's Domain grain-free dog food is free from health risks, but
5 these representations and warranties are false, deceptive, misleading, and omitted material facts.
6 Plaintiff reasonably relied on these representations, warranties, and omissions in deciding to
7 purchase the product, and these representations and omissions were part of the basis of the
8 bargain in that he would not have purchased Nature's Domain grain-free dog food if the true
9 facts about its health risks had been known.

10 209. Plaintiff brings this claim individually and on behalf of the California CLRA,
11 FAL, and Common Law Subclass.

12 210. At all relevant times, Defendant was engaged in the business of marketing and
13 selling Nature's Domain grain-free dog food.

14 211. Defendant willfully, falsely, and knowingly omitted material facts and made
15 partial representations regarding the quality and character of Nature's Domain grain-free dog
16 food at the time of purchase, as discussed herein.

17 212. Defendant had a duty to ensure the accuracy of the information regarding
18 Nature's Domain grain-free dog food because it had unique, exclusive, and/or superior
19 knowledge of all material information and the information pertains to matters of health and
20 safety. Due to Defendant's partial representations and omissions, it did not fulfill that duty.

21 213. Defendant made these material omissions and partial representations to boost or
22 maintain sales of Nature's Domain grain-free dog food, and to falsely assure purchasers of the
23 product that it is healthy and safe. The omitted information and partial representations were
24 material to Plaintiff and Class Members because the representations played a significant role in
25 the value of the product purchased, and Plaintiff and Class Members would not have purchased
26 Nature's Domain grain-free dog food had they known the truth about the product's association
with increased cardiac risks.

1 214. Plaintiff and Class Members were unaware of these material misrepresentations
 2 and omissions. Given the deceptive manner in which Defendant advertised, marketed,
 3 represented, and otherwise promoted Nature's Domain grain-free dog food, Plaintiff's and Class
 4 Members' reliance on Defendant's misrepresentations and omissions was justifiable. Further,
 5 Plaintiff's and Class Members' actions were justified given Defendant's misrepresentations and
 6 omissions because Defendant had unique and/or exclusive control of material facts, and all
 7 material facts were not known to the public.

8 215. Due to Defendant's misrepresentations and omissions, Plaintiff and Class
 9 Members sustained injury resulting from their purchase of Nature's Domain grain-free dog food
 10 that did not have the value advertised. Plaintiff and Class Members are entitled to recover the
 11 full or partial purchase price for the product they purchased due to Defendant's
 12 misrepresentations and omissions.

13 216. Defendant's acts were done maliciously, oppressively, deliberately, and with
 14 intent to defraud, and in reckless disregard of Plaintiff's and Class Members' rights and well-
 15 being, and in part to enrich itself at the expense of consumers. Defendant's acts were done to
 16 gain commercial advantage over competitors, and to drive consumers away from consideration
 17 of competing products. Defendant's conduct warrants an assessment of punitive damages, to the
 18 extent allowed by law, in an amount sufficient to deter such conduct in the future.

19 **COUNT VIII**

20 **Fraudulent Misrepresentation**

21 *(On behalf of Plaintiff and the California CLRA, FAL, and Common Law Subclass)*

22 217. Plaintiff realleges and reincorporates by reference paragraphs 1-124.

23 218. Prior to his purchase, Plaintiff reviewed the packaging and marketing materials
 24 of the Nature's Domain grain-free dog food product and saw the claims representing that
 25 Nature's Domain is healthy and safe. Plaintiff understood these claims to be representations and
 26 warranties by Defendant that Nature's Domain grain-free dog food is free from health risks, but
 these representations and warranties are false, deceptive, misleading, and omitted material facts.
 Plaintiff reasonably relied on these representations, warranties, and omissions in deciding to

1 purchase the product, and these representations and omissions were part of the basis of the
2 bargain in that he would not have purchased Nature's Domain grain-free dog food if the true
3 facts about its health risks had been known.

4 219. Plaintiff brings this claim individually and on behalf of the California CLRA,
5 FAL, and Common Law Subclass.

6 220. Defendant falsely represented to Plaintiff and Class Members that Nature's
7 Domain grain-free dog food was healthy and safe.

8 221. Defendant intentionally, knowingly, and recklessly made these
9 misrepresentations to induce Plaintiff and Class Members to purchase Nature's Domain grain-
10 free dog food.

11 222. Defendant knew or should have known that its representations and omissions
12 regarding Nature's Domain grain-free dog food were false in that the product is not healthy and
13 safe as discussed throughout this Complaint. Defendant knowingly allowed its packaging,
14 advertisements, promotional materials, and websites to intentionally mislead consumers, such
15 as Plaintiff and Class Members.

16 223. Plaintiff and Class Members did in fact rely on these misrepresentations (and
17 corresponding omissions) and purchased Nature's Domain grain-free dog food to their
18 detriment. Given the deceptive manner in which Defendant advertised, marketed, represented,
19 and otherwise promoted Nature's Domain grain-free dog food, Plaintiff's and Class Members'
20 reliance on Defendant's misrepresentations and omissions was justifiable.

21 224. As a direct and proximate result of Defendant's conduct, Plaintiff and Class
22 Members have suffered actual damages amounting to all or a substantial part of the purchase
23 price of the product because they would not have purchased Nature's Domain grain-free dog
24 food had they known of the health risks associated with the product and that the product does
25 not conform with Defendant's representations and marketing.

26 225. Plaintiff and Class Members seek actual damages, punitive damages (to the
extent allowed by law), attorneys' fees, costs, and other such relief the Court deems proper.

COUNT IX

Negligent Misrepresentation

(On behalf of Plaintiff and the California CLRA, FAL, and Common Law Subclass)

226. Plaintiff realleges and reincorporates by reference paragraphs 1-124.

227. Prior to his purchase, Plaintiff reviewed the packaging and marketing materials of the Nature's Domain grain-free dog food product and saw the claims representing that Nature's Domain is healthy and safe. Plaintiff understood these claims to be representations and warranties by Defendant that Nature's Domain grain-free dog food is free from health risks, but these representations and warranties are false, deceptive, misleading, and omitted material facts. Plaintiff reasonably relied on these representations, warranties, and omissions in deciding to purchase the product, and these representations and omissions were part of the basis of the bargain in that he would not have purchased Nature's Domain grain-free dog food if the true facts about its health risks had been known.

228. Plaintiff brings this claim individually and on behalf of the California CLRA, FAL, and Common Law Subclass.

229. Defendant affirmatively misrepresented its Nature's Domain grain-free dog food as healthy and safe.

230. Defendant's representations were false and amounted to half-truths because Defendant omitted and concealed the product's association with increased cardiac risks.

231. Defendant knew of its product's association with increased health risks and Defendant did not properly safety test its product.

232. Defendant thus lacked reasonable grounds to believe its product was as represented and failed to exercise reasonable care in ascertaining the accuracy of its representations.

233. Defendant had a duty to Plaintiff and Class Members to exercise reasonable and ordinary care in the development, testing, marketing, distribution, and sale of Nature's Domain grain-free dog food.

234. Defendant breached its duty to Plaintiff and Class Members by developing, marketing, distributing, and selling to Plaintiff and Class Members a product that did not have the qualities and characteristics as advertised by Defendant, by failing to properly safety test the product, and by failing to promptly remove the product from the marketplace or take other appropriate remedial action.

235. Defendant breached its duty to Plaintiff and Class Members by omitting and concealing material facts and failing to present the complete truth regarding its Nature's Domain grain-free dog food's association with cardiac risks.

236. Defendant knew or should have known that the qualities and characteristics of Nature's Domain grain-free dog food were not as advertised, marketed, or otherwise represented and were otherwise not as warranted and represented by Defendant. Specifically, Defendant knew or should have known that the product raised cardiac health risks.

237. Defendant intended Plaintiff and Class Members to rely on its misrepresentations and half-truths in purchasing Nature's Domain grain-free dog food.

238. Due to Defendant's half-truths and omissions, Plaintiff and Class Members justifiably relied on Defendant's misrepresentations and false statements.

239. As a direct and proximate result of Defendant's conduct, Plaintiff and Class Members have suffered actual damages actual damages amounting to all or a substantial part of the purchase price of the product because they would not have purchased Nature's Domain grain-free dog food had they known that the product was not healthy and safe and that the product does not conform with Defendant's representations and marketing.

240. Plaintiff and Class Members seek actual damages, attorneys' fees, costs, and any other just and proper relief available.

COUNT X

Quasi-Contract/Unjust Enrichment

(On behalf of Plaintiff and the California CLRA, FAL, and Common Law Subclass)

241. Plaintiff realleges and reincorporates by reference paragraphs 1-124.

1 242. Plaintiff brings this claim individually and on behalf of the California CLRA,
2 FAL, and Common Law Subclass.

3 243. In the alternative to those claims seeking damages, Plaintiff and Class Members
4 allege that there is no adequate remedy at law.

5 244. To the extent required by law, this cause of action is alleged in the alternative to
6 legal claims, as permitted under Federal Rule of Civil Procedure 8.

7 245. Plaintiff and Class Members conferred benefits on Defendant by purchasing
8 Nature's Domain grain-free dog food.

9 246. Defendant was unjustly enriched by retaining the profits derived from Plaintiff's
10 and Class Members' purchases of the product. Retention of those monies under these
11 circumstances is unjust and inequitable because Defendant failed to disclose that the product
12 was not healthy and safe as represented and advertised, rendering it unfit for its intended
13 purpose. Defendant's misrepresentations and omissions caused injuries to Plaintiff and Class
14 Members in that they would not have purchased Nature's Domain grain-free dog food if they
15 knew all material facts regarding the product's association with increased cardiac risks.

16 247. Plaintiff and Class Members lack an adequate remedy at law to recover the
17 amounts that Defendant received from its wrongful conduct to the extent it is determined that
18 Plaintiff and Class Members did not have a legal entitlement to damages. In such a scenario,
19 Plaintiff and Class Members would still have an equitable entitlement to recover the amounts
20 Defendant received given that Plaintiff and Class Members conferred a benefit on Defendant by
21 paying money for Nature's Domain grain-free dog food, which they allege Defendant
22 misleadingly marketed and packaged. Fairness dictates that Plaintiff and Class Members are
23 entitled to restitution for these purchases; and it would be inequitable for Defendant to retain the
24 amounts earned from Plaintiff and Class Members' purchases.

25 248. In the alternative to legal damages, and in the case that legal damages are
26 inadequate to remedy Plaintiff and Class Members' harm, because Defendant's retention of the
 non-gratuitous benefits conferred on them by Plaintiff and Class Members is unjust and
 inequitable, Defendant has been unjustly enriched in an amount to be determined at trial, and

1 Plaintiff seeks equitable relief, including nonrestitutionary disgorgement of Defendant's profits
2 in an amount to be determined at trial.

3 **REQUEST FOR RELIEF**

4 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,
5 seeks judgment against Defendant as follows:

- 6 a. For an order certifying the Classes under Fed. R. Civ. P. 23 and naming
7 Plaintiff as representative of the Classes and Plaintiff's attorneys as Class
8 Counsel;
- 9 b. For an order declaring Defendant's conduct violates the statutes
10 referenced herein;
- 11 c. For an order finding in favor of Plaintiff and the Classes on all counts
12 asserted herein;
- 13 d. For compensatory, statutory, and punitive damages in amounts to be
14 determined by the Court and/or jury consistent with the allegations
15 outlined above including, but not limited to, the requests for damages and
16 allegations outlined in each respective Count;
- 17 e. For prejudgment interest on all amounts awarded;
- 18 f. For an order of restitution and all other forms of equitable monetary relief
19 as outlined above;
- 20 g. For injunctive relief as pleaded or as the Court may deem proper;
- 21 h. For an order awarding Plaintiff and the Classes their reasonable
22 attorneys' fees and expenses and costs of suit consistent with the
23 allegations outlined above including, but not limited to, the damage
24 requests and allegations outlined in each respective Count.

24 **JURY TRIAL DEMAND**

25 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a jury trial on any
26 and all issues so triable.

1 DATED this 23rd day of June, 2026.

2 **TOUSLEY BRAIN STEPHENS PLLC**

3 By: Kim D. Stephens, P.S.
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