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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 EVA MARIE VENTI, on behalf of herself
13 and all others similarly situated,

14 Plaintiff,

15 v.

16 GARMON CORPORATION,

17 Defendant.

Case No. 5:22-cv-782

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Eva Marie Venti (“Plaintiff”) brings this action on behalf of herself
2 and all others similarly situated against Defendant Garmon Corporation (“Garmon”
3 or “Defendant”). Plaintiff makes the following allegations pursuant to the
4 investigation of her counsel and based upon information and belief, except as to the
5 allegations specifically pertaining to herself, which are based on personal
6 knowledge.
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8 NATURE OF THE ACTION

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10 1. This is a class action lawsuit brought on behalf of all people in the
11 United States who purchased the following NaturVet-branded supplements for dogs
12 (the “Supplements”):
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- 14 ● Glucosamine DS Plus Chews
- 15 ● Glucosamine DS Chews and Tabs
- 16 ● Glucosamine DS Plus Tabs
- 17 ● Glucosamine DS Liquid
- 18 ● ArthriSoothe-Gold Chews, Liquid and Tablets
- 19 ● ArthriSoothe Hip & Joint Formula Tablets
- 20 ● Hip & Joint Plus Chews
- 21 ● Joint Health Level 3 Powder

22 2. Defendant markets the Supplements as products that help maintain and
23 improve joint health for dogs. The Supplements’ labels and associated online
24 representations refer to joint health. For example, the label of the Glucosamine DS
25 Plus Chews represents that the Supplement “[s]upports connective tissue, cartilage
26 health, and joint movement.”
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3. Similarly, for the ArthriSoothe-Gold Chews product, Defendant represents that “[g]lucosamine, Chondroitin, MSM, Hyaluronic Acid, Green Lipped Mussel provide the optimum blend to enhance the body’s normal repair of connective tissue and joints.”¹ Defendant further represents that “[g]lucosamine

¹ <https://naturvet.com/product/arthrisoothe-gold-soft-chews-2/> (last visited 5/4/22).

1 provides the building blocks for synovial fluid, cartilage, and connective tissue and
2 helps to stimulate the production of proteoglycans which help maintain the health
3 and resiliency of joints and connective tissue.”² Defendant represents on the label of
4 the product that “[g]lucosamine, MSM, Chondroitin and Green Lipped Mussel . . .
5 support connective tissue, cartilage health, joint movement, and lubrication of
6 joints.”
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4. Each of the Supplements make representations regarding supporting hip and joint health and/or connective tissue, and each contain the same key active ingredients:

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21 5. Defendant represents that the Glucosamine DS Liquid and Soft Chews
22 Supplements “help maintain normal healthy cartilage and joint function in active
23 pets.”³
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³ <https://naturvet.com/product/glucosamine-ds/> (last visited 5/4/22);
<https://naturvet.com/product/glucosamine-ds-soft-chews/> (last visited 5/4/22).

1 6. Defendant represents that its Hip & Joint Chews, Hip & Joint Plus
2 Chews, and Joint Health Level 3 Powder “support healthy hip and joint function.”⁴

3 7. The main active ingredient in the Supplements is glucosamine
4 hydrochloride. As explained above, Defendant makes representations as to the
5 efficacy of glucosamine in with regard to joint function and connective tissue
6 support.
7

8 8. The second active ingredient in the Supplements is chondroitin sulfate,
9 which, according to Defendant, also supports joint function and health, as well as
10 connective tissue.
11

12 9. Unfortunately for consumers, however, the Supplements are a sham.
13 Decades of studies and peer-reviewed tests have repeatedly shown that supplements
14 containing glucosamine and chondroitin do not improve joint function in dogs.
15

16 10. In 2003, a double-blind randomized controlled trial (“RCT”) involving
17 71 dogs over 70 days compared the efficacy of Cosequin (a supplement with
18 glucosamine and chondroitin) against two non-steroidal anti-inflammatory drugs
19 (“NSAIDs”) and a placebo.⁵ The authors objectively assessed improvements in
20 pain-related functional impairment by measuring ground reaction forces of arthritic
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26 ⁴ <https://naturvet.com/product/hip-joint-plus-soft-chew-bag/> (last visited 5/4/22);
<https://naturvet.com/product/hip-joint-soft-chew-bag/> (last visited 5/4/22);
<https://naturvet.com/product/joint-health-level-3-powder/> (last visited 5/4/22).

27 ⁵ Moreau, M., et al., *Clinical Evaluation Of A Nutraceutical, Carprofen And*
28 *Meloxicam For The Treatment Of Dogs With Osteoarthritis*, Vet. Record No. 152 at
323-29 (2003).

1 limbs and there was subjective assessment by surgeons and owners of gait, joint
2 mobility, joint pain and discomfort, lameness, and activity. The researchers found
3 that dogs treated with the supplement “showed no significant response in terms of
4 the objective gait analysis or either of the subjective assessments during the study,”
5 while there was a significant response with one of the NSAIDs. Likewise, as to the
6 owners’ subjective assessment, the supplement containing glucosamine and
7 chondroitin provided “no significant improvements”
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10 11. In 2017, a double-blind, randomized and placebo-controlled trial studied
11 60 dogs over 97 days.⁶ Half of the dogs were given a supplement with glucosamine
12 and chondroitin, and the other half were given a placebo. The authors concluded that
13 the supplement “did not have a beneficial treatment effect when compared to placebo
14 treatment when evaluated by [subjective] daily owner questionnaire and [objective]
15 patient activity counts.”
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18 12. Other publications also indicate that Defendant’s product claims about
19 the Supplements are false. Plumb’s Veterinary Handbook, in both its 2008 and 2017
20 editions, noted that glucosamine/chondroitin supplements are “[w]ell tolerated, but
21 efficacy is uncertain.” The Banfield Journal concluded in 2010 that “the benefits of
22 using a combination of glucosamine hydrochloride and chondroitin sulfate
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26 ⁶ Scott, et al., *Efficacy Of An Oral Nutraceutical For The Treatment Of Canine*
27 *Arthritis: A Double-Blind Randomized, Placebo-Controlled Prospective Clinical*
28 *Trial*, *Vet. Comp. Ortho. Traumatol.*, 30 at 318-23 (2017).

1 nutraceuticals to improve symptoms associated with canine and feline joint disease
2 has yet to be determined.”

3 13. Defendant, a large and sophisticated company, is undoubtedly aware of
4 these studies and knows that the Supplements are ineffective. Nevertheless. It
5 continues to sell them to unsuspecting consumers nationwide.
6

7 14. Plaintiff is a purchaser of the Supplements who asserts claims for fraud,
8 breach of express warranty, breach of implied warranty, unjust enrichment,
9 violations of the Magnuson-Moss Warranty Act and the consumer protection laws of
10 the states of New York and California, on behalf of herself and all similarly situated
11 purchasers of the Supplements.
12

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14 **PARTIES**

15 15. Plaintiff Eva Marie Venti is a citizen of New York who resides in
16 Buffalo, New York. Ms. Venti has purchased NaturVet ArthriSoothe-Gold Chews
17 and Glucosamine DS Plus Chews numerous times over the years for her dog. Most
18 recently, she purchased a 180-count bottle of NaturVet ArthriSoothe-Gold Chews in
19 or about July 2021 from Amazon.com for approximately \$40.23. Prior to her
20 purchases, Plaintiff carefully read the bottle’s labeling, including the representations
21 that “[g]lucosamine, MSM, Chondroitin and Green Lipped Mussel . . . support
22 connective tissue, cartilage health, joint movement, and lubrication of joints.”
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24 Defendant made additional representations on Amazon’s website, including: “PET
25 SUPPLEMENTS FOR ENHANCED DOG JOINT MOVEMENT: Ensure that your
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1 canine companion receives the nutrients he needs with these joint support dog
2 supplements that include a healthy blend of wholesome ingredients that offer
3 additional support for senior pets or dogs recovering from surgery or injuries.”
4
5 Plaintiff understood these statements to mean that the Supplements would effectively
6 treat her dog’s hip and joint pain and would support connective tissue and joint
7 movement and relied on them in that she would not have purchased the Supplements
8 at all, or would have only been willing to pay a substantially reduced price for the
9 Supplements, had she known that these representations were false and misleading.
10
11 Plaintiff gave her dog the Supplements as directed.
12

13 16. Plaintiff also purchased Defendant’s Glucosamine DS Plus Chews.
14 Most recently, she purchased a bottle of Defendant’s Glucosamine DS Plus Chews in
15 or about October 2020 from Amazon.com for approximately \$29.35. Prior to her
16 purchases, Plaintiff carefully read the bottle’s labeling, including the representations
17 that the Supplement “[s]upports connective tissue, cartilage health, and joint
18 movement.” Plaintiff also reviewed Defendant’s additional representations on
19 Amazon prior to purchasing the Supplement, namely: “INGREDIENTS THAT
20 WORK - Formulated with MSM, antioxidants, Chondroitin, and Glucosamine for
21 dogs and cats to support connective tissue, cartilage health, joint movement, and
22 lubrication of joints. Recommended for adult pets, including large breeds and
23 overweight pets.” Plaintiff also reviewed Defendant’s representation: “OPTIMAL
24 SUPPORT - Our Glucosamine DS Plus Level 2 Moderate Care joint support soft
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1 chews are an excellent cat and dog joint supplement, providing incredible support for
2 optimal joint flexibility and cartilage health.” Plaintiff understood these statements
3 to mean that the Supplements would effectively support connective tissue, cartilage
4 help and joint movement, and relied on them in that she would not have purchased
5 the Supplements at all, or would have only been willing to pay a substantially
6 reduced price for the Supplements, had she known that these representations were
7 false and misleading. Plaintiff gave her dog the Supplements as directed.
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10 17. Defendant Garmon Corporation is a California corporation with its
11 principal place of business at 27461 Vía Industria, Temecula. CA 92590. Garmon
12 Corporation is the manufacturer and distributor of the Supplements.
13

14 **JURISDICTION AND VENUE**

15 18. The Court has jurisdiction over this action pursuant to 28 U.S.C. §
16 1332(d)(2)(A), as modified by the Class Action Fairness Act of 2005, because at
17 least one member of the Class, as defined below, is a citizen of a different state than
18 Defendant, there are more than 100 members of the Class, and the aggregate amount
19 in controversy exceeds \$5,000,000 exclusive of interest and costs.
20
21

22 19. This Court has personal jurisdiction over Defendant because Defendant
23 is incorporated and has its principal place of business in this District, many of the
24 acts and transactions giving rise to this action occurred in this District.
25

26 20. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because
27 Defendant is incorporated and has its principal place of business in this District.
28

CLASS ALLEGATIONS

1
2 21. Plaintiff seeks to represent a class defined as all persons in the United
3 States who purchased the Supplements (the “Class”). Excluded from the Class are
4 persons who made such purchase for purpose of resale.
5

6 22. Plaintiff also seeks to represent a subclass defined as all Class members
7 who purchased the Supplements in New York (the “New York Subclass” or
8 “Subclass”).
9

10 23. **Numerosity.** The members of the Class and Subclass are
11 geographically dispersed throughout the United States and are so numerous that
12 individual joinder is impracticable. Upon information and belief, Plaintiff
13 reasonably estimates that there are tens of thousands of members in the Class and
14 Subclass. Although the precise number of Class members is unknown to Plaintiff,
15 the true number of Class members is known by Defendant and may be determined
16 through discovery. Class members may be notified of the pendency of this action by
17 mail and/or publication through the distribution records of Defendant and third-party
18 retailers and vendors.
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22 24. **Existence and predominance of common questions of law and fact.**
23 Common questions of law and fact exist as to all members of the Class and Subclass
24 and predominate over any questions affecting only individual Class members. These
25 common legal and factual questions include, but are not limited to, whether
26 Defendant’s labeling, marketing and promotion of the Supplements is false and
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1 misleading.

2 25. **Typicality.** Plaintiff's claims are typical of the claims of the other
3 members of the Class in that, among other things, all Class and Subclass members
4 were similarly situated and were comparably injured through Defendant's wrongful
5 conduct as set forth herein. Further, there are no defenses available to Defendants
6 that are unique to Plaintiff.
7

8 26. **Adequacy of Representation.** Plaintiff will fairly and adequately
9 protect the interests of the Class and Subclass. Plaintiff has retained counsel that is
10 highly experienced in complex consumer class action litigation, and Plaintiff intends
11 to vigorously prosecute this action on behalf of the Class and Subclass. Furthermore,
12 Plaintiff has no interests that are antagonistic to those of the Class or Subclass.
13

14 27. **Superiority.** A class action is superior to all other available means
15 for the fair and efficient adjudication of this controversy. The damages or other
16 financial detriment suffered by individual Class and Subclass members are relatively
17 small compared to the burden and expense of individual litigation of their claims
18 against Defendant. It would, thus, be virtually impossible for the Class or Subclass
19 on an individual basis to obtain effective redress for the wrongs committed against
20 them. Furthermore, even if Class or Subclass members could afford such
21 individualized litigation, the court system could not. Individualized litigation would
22 create the danger of inconsistent or contradictory judgments arising from the same
23 set of facts. Individualized litigation would also increase the delay and expense to all
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1 parties and the court system from the issues raised by this action. By contrast, the
2 class action device provides the benefits of adjudication of these issues in a single
3 proceeding, economies of scale, and comprehensive supervision by a single court,
4 and presents no unusual management difficulties under the circumstances.
5

6 **COUNT I**

7 **Deceptive Acts Or Practices, New York Gen. Bus. Law § 349**

8 28. Plaintiff hereby incorporates by reference the allegations contained in
9 all preceding paragraphs of this complaint.
10

11 29. Plaintiff brings this claim individually and on behalf of members of the
12 New York Subclass against Defendant.

13 30. By the acts and conduct alleged herein, Defendant committed unfair or
14 deceptive acts and practices by making false representations on the label of the
15 Supplements and on Defendant's website and those of third-party vendors.
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17 31. The foregoing deceptive acts and practices were directed at consumers.
18

19 32. The foregoing deceptive acts and practices are misleading in a material
20 way because they fundamentally misrepresent the ability of the Supplements to
21 positively impact joint health, connective tissue and cartilage in dogs.
22

23 33. Plaintiff and members of the New York Subclass were injured as a
24 result because (a) they would not have purchased the Supplements if they had known
25 that they could not positively impact joint health in dogs, and (b) they overpaid for
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1 the Supplements on account of the misrepresentations that they would support joint
2 health, connective tissue and cartilage, as set forth above.

3 34. On behalf of herself and other members of the New York Subclass,
4 Plaintiff seeks to enjoin the unlawful acts and practices described herein, to recover
5 their actual damages or fifty dollars, whichever is greater, three times actual
6 damages, reasonable attorneys' fees and costs, and an order enjoining Defendant's
7 deceptive conduct, and any other just and proper relief available under Section 349
8 of the New York General Business Law.
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11 **COUNT II**

12 **False Advertising, New York Gen. Bus. Law § 350**

13 35. Plaintiff incorporates by reference and re-alleges each and every
14 allegation set forth above as though fully set forth herein.
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16 36. Plaintiff brings this claim individually and on behalf of members of the
17 New York Subclass against Defendant.
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19 37. Based on the foregoing, Defendant has engaged in consumer-oriented
20 conduct that is deceptive or misleading in a material way which constitutes false
21 advertising in violation of Section 350 of the New York General Business Law by
22 misrepresenting that the Supplements “[s]upport[] connective tissue, cartilage health,
23 and joint movement” and that “[g]lucosamine, MSM, Chondroitin and Green Lipped
24 Mussel . . . support connective tissue, cartilage health, joint movement, and
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1 lubrication of joints.” Defendant made additional misrepresentations regarding the
2 Supplements, as set forth above.

3 38. The foregoing advertising was directed at consumers and was likely to
4 mislead a reasonable consumer acting reasonably under the circumstances.
5

6 39. This misrepresentation has resulted in consumer injury or harm to the
7 public interest.
8

9 40. As a result of this misrepresentation, Plaintiff and members of the New
10 York Subclass have suffered economic injury because (a) they would not have
11 purchased the Supplements if they had known that they could not positively impact
12 joint health in dogs, and (b) they overpaid for the Supplements on account of the
13 misrepresentations that the Supplements “[s]upport[] connective tissue, cartilage
14 health, and joint movement” and that “[g]lucosamine, MSM, Chondroitin and Green
15 Lipped Mussel . . . support connective tissue, cartilage health, joint movement, and
16 lubrication of joints.”
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19 41. On behalf of herself and other members of the New York Subclass,
20 Plaintiff seeks to enjoin the unlawful acts and practices described herein, to recover
21 their actual damages or five hundred dollars, whichever is greater, three times actual
22 damages, and reasonable attorneys’ fees and costs, and an order enjoining
23 Defendant’s deceptive conduct, and any other just and proper relief available under
24 Section 350 of the New York General Business Law.
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COUNT III
Breach of Express Warranty

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3 42. Plaintiff incorporates by reference and re-alleges each and every
4 allegation set forth above as though fully set forth herein.

5 43. Plaintiff brings this claim individually and on behalf of members of the
6 Class and New York Subclass against Defendant.

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8 44. In connection with the sale of the Supplements, Defendant, as the
9 designer, manufacturer, marketer, distributor, and/or seller issued written warranties
10 by representing that the Supplements “[s]upport[] connective tissue, cartilage health,
11 and joint movement” and that “[g]lucosamine, MSM, Chondroitin and Green Lipped
12 Mussel . . . support connective tissue, cartilage health, joint movement, and
13 lubrication of joints.” Defendant made additional express warranties, as set forth
14 above, regarding the Supplements’ impact on joint health, cartilage, and connective
15 tissue.
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18
19 45. In fact, the Supplements do not conform to the above-referenced
20 representations because they are ineffective.

21
22 46. Plaintiff and the members of the proposed Class and the New York
23 Subclass were injured as a direct and proximate result of Defendant’s breach because
24 (a) they would not have purchased the Supplements if they had known that they
25 could not positively impact joint health in dogs, and (b) they overpaid for the
26 Supplements on account of the misrepresentations that the Supplements “[s]upport[]
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1 connective tissue, cartilage health, and joint movement” and that “[g]lucosamine,
2 MSM, Chondroitin and Green Lipped Mussel . . . support connective tissue, cartilage
3 health, joint movement, and lubrication of joints.”

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5 47. Plaintiff’s counsel notified Defendant of her claims in a demand letter,
6 sent via certified mail, on May 5, 2022.

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8 **COUNT IV**

9 **Fraud**

10 48. Plaintiff incorporates by reference and re-alleges each and every
11 allegation set forth above as though fully set forth herein.

12 49. Plaintiff brings this claim individually and on behalf of the members of
13 the proposed Class and New York Subclass against Defendant.

14 50. As discussed above, Defendant misrepresented on the Supplement’s
15 packaging that the Supplements “[s]upport[] connective tissue, cartilage health, and
16 joint movement” and that “[g]lucosamine, MSM, Chondroitin and Green Lipped
17 Mussel . . . support connective tissue, cartilage health, joint movement, and
18 lubrication of joints.”

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21 51. The false and misleading representations and omissions were made with
22 knowledge of their falsehood. Defendant is a top distributor of dog supplements in
23 the United States that is undoubtedly aware of the studies finding that supplements
24 with glucosamine and chondroitin are ineffective for joint health in dogs.
25 Nonetheless, Defendant continues to sell its ineffective and worthless Supplements
26 to unsuspecting consumers.
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1 52. The false and misleading representations and omissions were made by
2 Defendant, upon which Plaintiff and members of the proposed Class and New York
3 Subclass reasonably and justifiably relied, and were intended to induce and actually
4 induced Plaintiff and members of the proposed Class and New York Subclass to
5 purchase the Supplements.
6

7 53. The fraudulent actions of Defendant caused damage to Plaintiff and
8 members of the proposed Class and New York Subclass, who are entitled to damages
9 and other legal and equitable relief as a result.
10

11 COUNT V

12 **Magnuson-Moss Warranty Act**

13 54. Plaintiff incorporates by reference and re-alleges each and every
14 allegation set forth above as though fully set forth herein.
15

16 55. Plaintiff brings this case individually and on behalf of the members of
17 the proposed Class and New York Subclass against Defendant.
18

19 56. The Supplements are a consumer product as defined in 15 U.S.C. §
20 2301(1).
21

22 57. Plaintiff and members of the Class and the New York Subclass are
23 consumers as defined in 15 U.S.C. § 2301(3).
24

25 58. Defendant is a supplier and warrantor as defined in 15 U.S.C. § 2301(4)
26 and (5).
27
28

1 59. In connection with the sale of the Supplements, Defendant issued
2 written warranties as defined in 15 U.S.C. § 2301(6), which warranted that, *inter*
3 *alia*, the Supplements “[s]upport[] connective tissue, cartilage health, and joint
4 movement” and that “[g]lucosamine, MSM, Chondroitin and Green Lipped Mussel .
5 . . support connective tissue, cartilage health, joint movement, and lubrication of
6 joints.”
7

8
9 60. In fact, the Supplements are ineffective for their intended purpose and
10 do not conform to this representation.

11 61. By reason of Defendant’s breach of warranty, Defendant violated the
12 statutory rights due to Plaintiff and the members of the proposed Class and the New
13 York Subclass pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et*
14 *seq.*, thereby damaging Plaintiff and the members of the Class and the New York
15 Subclass.
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18 62. Plaintiff and the members of the Class and the New York Subclass were
19 injured as a direct and proximate result of Defendant’s violation because (a) they
20 would not have purchased the Supplements if they had known that they were
21 ineffective for their stated purposes, and (b) they overpaid for the Supplements on
22 account of the misrepresentations.
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25 63. Plaintiff’s counsel notified Defendant of her claims in a demand letter,
26 sent via certified mail, on May 5, 2022.
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COUNT VI

Unjust Enrichment

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2 64. Plaintiff incorporates by reference and re-alleges each and every
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4 allegation set forth above as though fully set forth herein.

5 65. Plaintiff brings this case individually and on behalf of the members of
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7 the proposed Class and New York Subclass against Defendant.

8 66. Plaintiff and Class members conferred a benefit in the form of monies
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10 paid on Defendant by purchasing the Supplements.

11 67. Defendant voluntarily accepted and retained this benefit.

12 68. Because this benefit was obtained unlawfully, namely by selling and
13
14 accepting compensation for the worthless Supplements, it would be unjust and
15 inequitable for the Defendant to retain it without paying the value thereof.

COUNT VII

**Violation of Consumer Legal Remedies Act (“CLRA”)
Civil Code §§ 1750, *et seq.***

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18 69. Plaintiff incorporates by reference and re-alleges each and every
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20 allegation set forth above as though fully set forth herein.

21 70. Plaintiff brings this claim individually and on behalf of the members of
22
23 the proposed Class against Defendant for injunctive relief only.

24 71. This cause of action is brought pursuant to California’s Legal Remedies
25
26 Act, Cal. Civ. Code §§ 1750-1785 (the “CLRA”).
27
28

1 72. Plaintiff and members of the Classes are consumers who purchased the
2 Supplements for personal, family, or household purposes. Accordingly, Plaintiff and
3 members of the Classes are “consumers,” as the term is defined by Cal. Civ. Code §
4 1761(d).
5

6 73. At all relevant times, Defendant’s Supplements constituted “goods,” as
7 the term is defined by Cal. Civ. Code § 1761(a).
8

9 74. At all relevant times, Defendant was a “person,” as that term is defined
10 in Cal. Civ. Code § 1761(c).
11

12 75. At all relevant times, Plaintiff’s purchases of Defendant’s Supplements,
13 and the purchases of other members of the Classes constituted “transactions,” as that
14 term is defined in Cal. Civ. Code § 1761(e).
15

16 76. The conduct alleged in this Complaint constitutes unfair methods of
17 competition and unfair and deceptive acts and practices for the purposes of the
18 CLRA, and the conduct was undertaken by Defendant in transactions intended to
19 result in, and which did result in, the sale of goods to consumers.
20

21 77. The policies, acts, and practices described in this Complaint were
22 intended to and did result in the sale of Defendant’s Supplements to Plaintiff and
23 members of the Classes. Defendant’s practices, acts, policies, and course of conduct
24 violated the CLRA § 1750 *et seq.*, as described above.
25

26 78. Defendant represented that its Products have sponsorship, approval,
27 characteristics, ingredients, uses, benefits, or quantities which they do not have in
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1 violation of Cal. Civ. Code § 1770(a)(5) because Defendant represented, *inter alia*,
2 that the Supplements “[s]upport[] connective tissue, cartilage health, and joint
3 movement” and that “[g]lucosamine, MSM, Chondroitin and Green Lipped Mussel .
4 . . support connective tissue, cartilage health, joint movement, and lubrication of
5 joints.”
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7
8 79. Defendant represented that its Products were of a particular standard,
9 quality, and grade, when they were another, in violation of Cal. Civ. Code § 1770(7).

10 80. Defendant violated Cal. Civ. Code §§ 1770(a)(5) and (a)(7) by
11 representing that its Products were safe and effective for use as joint health
12 supplements for dogs, when they in fact were not.
13

14 81. Defendant represented that its Products were of a particular standard or
15 quality when Defendant was aware that they were of another in violation of §
16 1770(a)(7) of the CLRA.
17

18 82. Defendant advertised its Products with intent not to sell them as
19 advertised in violation of § 1770(a)(9) of the CLRA.
20

21 83. Plaintiff and members of the Classes suffered injuries caused by
22 Defendant’s misrepresentations because: (a) Plaintiff and members of the Classes
23 would not have purchased the Products on the same terms if they had known the true
24 facts; (b) Plaintiff and members of the Classes paid a premium price due to the
25 mislabeling of Defendant’s Products; and (c) Defendant’s Products did not have the
26 level of quality, effectiveness, or value as promised.
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1 84. Prior to the filing of this Complaint, a CLRA notice letter was served on
2 Defendant which complies in all respects with California Civil Code § 1782(a). On
3 May 5, 2022, Plaintiff sent Defendant a letter via certified mail, return receipt
4 requested, advising Defendant that they are in violation of the CLRA and must
5 correct, repair, replace, or otherwise rectify the goods alleged to be in violation of the
6 CLRA and must correct, replace or otherwise rectify the goods alleged to be in
7 violation of § 1770. Wherefore, Plaintiff seeks injunctive relief for this violation of
8 the CLRA.
9
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11 **COUNT VIII**

12 **Violation of False Advertising Law (“FAL”)**
13 **Business & Professions Code §§ 17500, *et seq.***

14 85. Plaintiff incorporates by reference and re-alleges each and every
15 allegation set forth above as though fully set forth herein.
16

17 86. Plaintiff brings this claim individually and on behalf of the members of
18 the proposed Classes against Defendant.
19

20 87. California’s FAL (Bus. & Prof. Code §§ 17500, *et seq.*) makes it
21 “unlawful for any person to make or disseminate or cause to be made or
22 disseminated before the public in this state...in any advertising device...or in any
23 other manner or means whatever, including over the Internet, any statement,
24 concerning...personal property or services, professional or otherwise, or
25 performance or disposition thereof, which is untrue or misleading and which is
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1 known, or which by the exercise of reasonable care should be known, to be untrue or
2 misleading.”

3 88. Throughout the Class Period, Defendant committed acts of false
4 advertising, as defined by §§ 17500, by using false and misleading statements to
5 promote the sale of the Supplements, as described above, including but not limited
6 to, misrepresenting that the Supplements “[s]upport[] connective tissue, cartilage
7 health, and joint movement” and that “[g]lucosamine, MSM, Chondroitin and Green
8 Lipped Mussel . . . support connective tissue, cartilage health, joint movement, and
9 lubrication of joints.”
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13 89. Defendant knew or should have known, through the exercise of
14 reasonable care that the statements were untrue and misleading.
15

16 90. Defendant’s actions in violation of §§ 17500 were false and misleading
17 such that the general public is and was likely to be deceived.
18

19 91. As a direct and proximate result of these acts, consumers have been and
20 are being harmed. Plaintiff and members of the Classes have suffered injury and
21 actual out-of-pocket losses because: (a) Plaintiff and members of the Classes would
22 not have purchased the Supplements if they had known the true facts regarding the
23 Supplements; (b) Plaintiff and members of the Class paid a price premium due to the
24 misrepresentations about the Supplements; and (c) the Products did not have the
25 promised quality, effectiveness, or value.
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1 92. Plaintiff brings this action pursuant to § 17535 for injunctive relief to
2 enjoin the practices described herein and to require Defendant to issue corrective and
3 disclosures to consumers. Plaintiff and the members of the Classes are therefore
4 entitled to: (a) an order requiring Defendant to cease the acts of unfair competition
5 alleged herein; (b) full restitution of all monies paid to Defendant as a result of its
6 deceptive practices; (c) interest at the highest rate allowable by law; and (d) the
7 payment of Plaintiff’s attorneys’ fees and costs.
8

10 **COUNT IX**

11 **Violation of Unfair Competition Law (“UCL”)**
12 **Business & Professions Code §§ 17200, et seq.**

13 93. Plaintiff incorporates by reference and re-alleges each and every
14 allegation set forth above as though fully set forth herein.

15 94. Plaintiff brings this claim individually and on behalf of the members of
16 the proposed Class against Defendant.
17

18 95. Defendant is subject to the UCL, Bus. & Prof. Code § 17200, et seq.
19 The UCL provides, in pertinent part: “Unfair competition shall mean and include
20 unlawful conduct, unfair or fraudulent business practices and unfair, deceptive,
21 untrue or misleading advertising...” The UCL also provides for injunctive relief
22 and restitution for violations.
23

24 96. “By proscribing any unlawful business practice, § 17200 borrows
25 violations of other laws and treats them as unlawful practices that the UCL makes
26 independently actionable.” *Cel-Tech Communications, Inc. v. Los Angeles Cellular*
27
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1 *Telephone Co.*, 20 Cal. 4th 163, 180 (1999) (citations and internal quotation marks
2 omitted).

3 97. Virtually any law or regulation—federal or state, statutory, or common
4 law—can serve as a predicate for a UCL “unlawful” violation. *Klein v. Chevron*
5 *U.S.A., Inc.*, 202 Cal. App. 4th 1342, 1383 (2012).
6

7 98. Defendant has violation the UCL’s “unlawful prong” as a result of its
8 violations of the CLRA and FAL, as well as by breaching implied warranties as
9 described herein.
10

11 99. Throughout the Class Period, Defendant committed acts of unfair
12 competition, as defined by § 17200, by using false and misleading statements to
13 promote the sale of the Supplements, as described above.
14

15 100. Defendant’s misrepresentations and other conduct, described herein,
16 violated the “unfair prong” of the UCL because the conduct is substantially injurious
17 to consumers, offends public policy, and is immoral, unethical, oppressive, and
18 unscrupulous, as the gravity of the conduct outweighs any alleged benefits.
19

20 Defendant’s conduct is unfair in that the harm to Plaintiff and members of the
21 Classes arising from Defendant’s conduct outweighs the utility, if any, of those
22 practices.
23

24 101. Defendant’s practices as described herein are of no benefit to consumers
25 who are tricked into believing that the Supplements are fit for their purpose as joint
26 health supplements for dogs. Defendant’s practice of injecting misinformation into
27
28

1 the marketplace about the capabilities of its Supplements is unethical and
2 unscrupulous, especially because consumers trust companies like Defendant to
3 provide accurate information about their products. Taking advantage of that trust,
4 Defendant misrepresents the effectiveness and quality of its Supplements to increase
5 sales. Consumers believe that Defendant is an authority on the effectiveness and
6 quality of dog supplements and therefore believe Defendant’s representations that its
7 Supplements are effective for their intended use as joint health nutritional
8 supplements for dogs.
9

10
11 102. Defendant’s conduct described herein, violated the “fraudulent prong”
12 of the UCL by representing that the Supplements were effective for their intended
13 use as joint health supplements for dogs, when in fact they were not.
14

15 103. Plaintiff and members of the Class are not sophisticated experts with
16 independent knowledge of the effectiveness of the Supplements, and they acted
17 reasonably when they purchased the Supplements based on their belief that
18 Defendant’s representations were true.
19

20 104. Defendant knew or should have known, through the exercise of
21 reasonable care, that its representations about the Products were untrue and
22 misleading.
23

24 105. As a direct and proximate result of these acts, consumers have been and
25 are being harmed. Plaintiff and members of the Classes have suffered injury and
26 actual out of pocket losses as a result of Defendant’s unfair, unlawful, and fraudulent
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1 business acts and practices because: (a) Plaintiff and members of the Classes would
2 not have purchased the Supplements on the same terms if they had known the true
3 facts regarding the safety and effectiveness of the Supplements; (b) Plaintiff and
4 members of the Class paid a price premium due to the misrepresentations on
5 Defendant's Supplements; and (c) Defendant's Supplements did not have the quality
6 and effectiveness or value as promised.
7

8
9 106. Pursuant to *California Business & Professions Code* § 17203, Plaintiff
10 and members of the Classes are therefore entitled to: (a) an Order requiring
11 Defendant to cease the acts of unfair competition alleged herein; (b) full restitution
12 of all monies paid to Defendant as a result of its deceptive practices; (c) interests at
13 the highest rate allowable by law; and (d) the payment of Plaintiff's attorneys' fees
14 and costs.
15
16

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff, individually and on behalf of all others similarly
19 situated, seeks judgment against Defendant, as follows:
20

- 21 (a) For an order certifying the Class and Subclass under Rule 23 of
22 the Federal Rules of Civil Procedure and naming Plaintiff as
23 representative of the Class and Plaintiff's attorneys as Class
24 Counsel to represent the Class and Subclass;
25 (b) For an order finding in favor of Plaintiff and the Class and
26 Subclass on all counts asserted herein;
27 (c) For compensatory and punitive damages in amounts to be
28 determined by the Court and/or jury;

- (d) For prejudgment interest on all amounts awarded;
- (e) For an order of restitution and all other forms of equitable monetary relief;
- (f) For injunctive relief as pleaded or as the Court may deem proper; and
- (g) For an order awarding Plaintiff and the Class and Subclass her reasonable attorneys’ fees and expenses and costs of suit.

DEMAND FOR TRIAL BY JURY

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable of right.

Dated: May 6, 2022

Respectfully Submitted,

BURSOR & FISHER, P.A.

By: /s/ L. Timothy Fisher

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E-Mail: ltfisher@bursor.com

Attorneys for Plaintiff

1 **CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)**

2
3 I, L. Timothy Fisher, declare as follows:

4 1. I am an attorney at law licensed to practice in the State of California and
5 I am member of the bar of this Court. I am a partner at Bursor & Fisher, P.A.,
6 counsel of record for Plaintiff in this action. I have personal knowledge of the facts
7 set forth in this declaration and, if called as a witness, I could and would competently
8 testify thereto under oath.

9 2. The Complaint filed in this action is filed in the proper place for trial
10 under Civil Code Section 1780(d) in that a substantial portion of the events alleged
11 in the Complaint occurred in this District.

12 3. I declare under the penalty of perjury under the laws of the State of
13 California and the United States that the foregoing is true and correct and that this
14 declaration was executed at Walnut Creek, California this 6th day of May, 2022.

15 /s/ L. Timothy Fisher
16 L. Timothy Fisher