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

<p>12 Cearra Free, individually and for all 13 others similarly situated,</p> <p>14 Plaintiff,</p> <p>15 v.</p> <p>16 Go Raw LLC dba Steve’s Real Food,</p> <p>17 Defendant.</p>	<p>Case No: <u>'26CV3704 JO JLB</u></p> <p><u>CLASS ACTION</u></p> <p>COMPLAINT</p> <p><u>JURY TRIAL DEMANDED</u></p>
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1 Plaintiff **CEARRA FREE** ("Plaintiff"), by and through her attorneys, brings this
2 class action on behalf of herself and the Classes, as defined below, against Defendant
3 **GO RAW LLC** doing business as **STEVE'S REAL FOOD** ("Defendant"). The
4 following allegations are based upon information and belief, including the investigation
5 of Plaintiff's counsel and the findings of the U.S. Food and Drug Administration
6 ("FDA"), and are as follows:

7
8 **INTRODUCTION**

- 9 1. This class action addresses a serious breach of consumer trust and a life-
10 threatening nutritional defect in Defendant's product line. Defendant
11 manufactures, markets, distributes, and sells a line of premium raw cat food
12 under the brand name Quest, marketed through its trade name Steve's Real Food.
13 Defendant's Quest cat food products are labeled and sold as "complete and
14 balanced" diets formulated to meet the nutritional levels established by the
15 Association of American Feed Control Officials ("AAFCO") Cat Food Nutrient
16 Profiles for All Life Stages. Consumers pay a price premium for Quest Cat Food
17 specifically because of these representations. Quest products are priced
18 significantly higher than conventional cat food products, with consumers paying
19 approximately \$100–\$115 for a four-to-six week supply, based on the reasonable
20 expectation that the product delivers superior, scientifically validated nutrition.
21 Quest freeze-dried cat food retails for approximately \$22 to \$25 per 10-ounce
22 bag, a substantial premium over conventional cat food. In fact, FDA laboratory
23 testing of eight lots of Quest Cat Food has confirmed that the products contain
24 extremely low or no thiamine (Vitamin B1), a nutrient that is essential to feline
25 health and which cats require in greater quantities than most other mammals
26 2. Thiamine deficiency in cats is a serious and potentially fatal condition. Early
27 signs include decreased appetite, salivation, vomiting, failure to grow, and
28 weight loss. As the deficiency progresses, cats may suffer severe neurological
symptoms including cervical ventroflexion (involuntary downward bending of

1 the neck), mental dullness, vision changes, loss of coordination, circling, falling,
2 and seizures. Left untreated, thiamine deficiency is deadly.

3 3. The FDA first became aware of the defect after receiving a report from a
4 veterinary neurologist describing severe thiamine deficiency symptoms in a cat
5 consuming one of the affected Quest lots. Following additional consumer
6 complaints of cat illness and death associated with Quest Cat Food, the FDA
7 tested eight lots and found that all eight contained thiamine levels far below the
8 AAFCO minimum of 5.6 mg/kg, ranging from nondetectable to approximately
9 15% of the required minimum. Despite the FDA's recommendation that
10 Defendant recall all eight lots, Defendant formally recalled only three.
11 Defendant did announce a voluntary stop-sale of all Quest products at all
12 retailers, but the FDA subsequently noted that Defendant had not provided
13 evidence demonstrating that the remaining product lots had been removed from
14 the market or that consumers had been adequately notified of the risks.

15 4. Plaintiff's cat, Whimsey, suffered acute thiamine deficiency caused by Quest Cat
16 Food, requiring emergency veterinary hospitalization and intensive care.
17 Plaintiff brings this action individually and on behalf of all others similarly
18 situated who purchased any of the eight specific lots of Quest Cat Food products
19 identified by the FDA laboratory testing, to hold Defendant accountable for
20 selling defective, mislabeled, and adulterated products, and to obtain restitution,
21 damages, and injunctive relief.

22 **PARTIES**

23 5. Plaintiff CEARRA FREE is over the age of 18 years old and at all times relevant
24 herein was a resident of San Diego, California.

25 6. Defendant Go Raw LLC, doing business as Steve's Real Food ("Defendant"), is
26 a limited liability company organized under the laws of the State of Utah, with
27 its principal place of business in Cottonwood Heights, Utah. Defendant
28 manufactures, distributes, and sells pet food products, including the Quest Cat

1 Food line, both directly through its website and through third-party distributors,
2 wholesalers, and retailers throughout the United States.

3 **JURISDICTION AND VENUE**

4 7. This Court has subject matter jurisdiction under the Class Action Fairness Act
5 ("CAFA"), 28 U.S.C. § 1332(d), because this is a class action in which the
6 aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and
7 costs, the proposed Classes consist of more than 100 members, and minimal
8 diversity exists. Plaintiff is a citizen of California; Defendant is organized under
9 Utah law with its principal place of business in Utah, satisfying the minimal
10 diversity requirement of CAFA.

11 8. This Court has supplemental jurisdiction over Plaintiff's state law claims
12 pursuant to 28 U.S.C. § 1367(a), because those claims are so related to the claims
13 in this action that they form part of the same case or controversy under Article
14 III of the United States Constitution.

15 9. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Plaintiff
16 resides within this judicial district, a substantial part of the events giving rise to
17 the claims occurred here, and Defendant conducts business in this district and
18 derives substantial revenue from its activities here.

19 **FACTUAL ALLEGATIONS**

20 **A. Defendant's Quest Cat Food Line and Nutritional Representations**

21 10. Defendant manufactures, distributes, and sells a line of raw cat food under the
22 Quest brand, marketed through its trade name Steve's Real Food. Quest is
23 Defendant's product line, formulated as a 95:5 'Prey Model' diet and sold in
24 recipe varieties (Chicken, Pork, Beef, and White Fish); the specific products are
25 identified on their labels by both the 'Quest' line name and the 'Prey Model'
26 recipe name, and are referred to herein collectively as the 'Quest Products.' Quest
27 Cat Food is sold in two formats: freeze-dried nuggets in 10-ounce beige zip-top
28 bags, and frozen nuggets in 2-pound beige zip-top bags. Product varieties

1 include Chicken, Pork, Beef, and White Fish recipes. The products are sold
2 online and through retail stores distributed nationwide.

3 11. Defendant labels Quest Cat Food as "complete and balanced" nutrition for cats,
4 including a nutritional adequacy statement that the food is "formulated to meet
5 the nutritional levels established by AAFCO Cat Food Nutrient Profiles for All
6 Life Stages." Defendant charges a substantial price premium for Quest Cat Food
7 relative to conventional cat food products, approximately \$100–\$115 per four-
8 to-six week supply trading specifically on the quality, safety, and nutritional
9 adequacy these representations convey to consumers. Consumers, including
10 Plaintiff, reasonably relied on these representations in selecting and purchasing
11 Quest Cat Food as a sole or primary diet for their cats.

12 12. Thiamine (Vitamin B1) is an essential nutrient for cats. Cats require
13 approximately four times more thiamine in their diets than dogs. The AAFCO
14 Cat Food Nutrient Profile establishes a minimum thiamine level of 5.6 mg/kg of
15 food (on a dry matter basis) as the threshold for feline nutritional adequacy. A
16 product representing itself as "complete and balanced" for cats is required to
17 meet this standard.

18 **B. FDA Testing Reveals Dangerously Low or Absent Thiamine in Eight Lots**

19 13. The FDA first became aware of the thiamine deficiency issue after receiving a
20 complaint from a veterinary neurologist reporting severe thiamine deficiency in
21 a cat that had consumed one of Defendant's Quest Cat Food lots. FDA testing
22 confirmed the product contained extremely low thiamine. Following additional
23 consumer complaints of cat illness linked to Quest Cat Food, the FDA tested
24 additional lots and found that all eight lots tested contained thiamine levels well
25 below the AAFCO minimum of 5.6 mg/kg. The FDA's findings are summarized
26 as follows:

27 ***Thiamine Levels in Steve's Real Food Products Tested by FDA***

28

Quest Cat Food Product	Lot Code	Best By Date	Thiamine Level	% of AAFCO Minimum (5.6 mg/kg)
Prey Model Chicken Recipe Freeze Dried Nuggets	C25288	10/15/27	0.22 mg/kg	3.9%
Prey Model Chicken Diet Bite Size Nuggets, frozen	MCD25350	06/16/27	None detected	0%
Prey Model Chicken Diet Bite Size Nuggets, frozen	MCC25321	05/17/27	None detected	0%
Prey Model Pork Recipe Freeze Dried Nuggets	C25358	12/24/27	< 0.1 mg/kg	< 1.8%
Prey Model Beef Recipe Freeze Dried Nuggets	C25318	11/14/27	< 0.1 mg/kg	< 1.8%
Prey Model White Fish Freeze Dried Nuggets	C25337	12/03/27	0.85 mg/kg	15.2%
Prey Model Chicken Recipe Freeze Dried Nuggets	C25336	12/02/27	0.21 mg/kg	3.75%
Prey Model Pork Recipe Freeze Dried Nuggets	C25321	11/17/27	0.32 mg/kg	5.7%

*Note: AAFCO minimum thiamine level for cat food is 5.6 mg/kg (dry matter basis).
All tested products fell far below this standard.*

14. Despite Defendant's labeling of Quest Cat Food as nutritionally adequate for all life stages, none of the eight tested lots approached the AAFCO minimum thiamine requirement. Seven of the eight tested lots contained less than 6% of the required thiamine level — two of them with no detectable thiamine at all — and the eighth contained only approximately 15% of the AAFCO minimum.

C. Defendant's Inadequate Recall and Stop-Sale

15. On February 17, 2026, Defendant issued a voluntary recall of a single lot of Quest Cat Food Chicken Recipe Freeze Dried Nuggets (Lot Code C25288, Best By Date 10/15/2027), distributed through retail stores in Colorado, Utah,

1 Washington, Oregon, Pennsylvania, Rhode Island, Michigan, California, Texas,
2 and Illinois.

3 16. On February 26, 2026, Defendant expanded its recall to include two additional
4 lots of Quest Cat Food Chicken Recipe Frozen Diet (Lot Codes MCD25350 and
5 MCC25321, distributed in 20 states: California, Colorado, Florida, Georgia,
6 Idaho, Illinois, Michigan, Minnesota, Montana, New York, North Carolina,
7 Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, Texas, Utah,
8 Washington, and Wisconsin).

9 17. The formally recalled products consist of: (1) Quest Cat Food Chicken Recipe
10 Freeze Dried Nuggets, 10 oz. Bag, Lot Code C25288, UPC 6-91730-18103-1,
11 Best By Date 10/15/2027; (2) Quest Cat Food Chicken Recipe Frozen Diet, 2 lb.
12 Bag, Lot Code MCD25350, UPC 6-91730-17104-9, Best By Date 6/16/2027;
13 and (3) Quest Cat Food Chicken Recipe Frozen Diet, 2 lb. Bag, Lot Code
14 MCC25321, UPC 6-91730-17104-9, Best By Date 5/17/2027.

15 18. Despite the FDA's recommendation that Defendant recall all eight tested lots,
16 Defendant formally recalled only three. On March 13, 2026, the FDA issued a
17 public advisory noting that Defendant had only recalled three lots' and that,
18 although Defendant had publicly stated it was stopping the sale of all Quest Cat
19 Food, Defendant had 'not provided evidence to show that the remaining product
20 lots have been removed from the marketplace and customers have been
21 adequately notified about which products may be affected and the risks the
22 products pose.'

23 19. Defendant's voluntary stop-sale was not a formal FDA enforcement order or
24 mandatory recall. According to the FDA's subsequent advisory, it was not
25 implemented with adequate consumer notification or verified product removal.
26 On June 8, 2026, Defendant further expanded its recall to add another lot of its
27 Freeze-Dried Chicken Recipe (Lot Code C26022, Best By Date 1/22/2028). That
28

1 lot was not among the eight FDA-tested lots, and Defendant still has not formally
2 recalled five of the eight lots the FDA found deficient.

3 **D. Plaintiff's Experience and Her Cat's Hospitalization**

4 20. Beginning in September 2023, Plaintiff regularly purchased Quest Cat Food
5 products, including Quest Cat Food Prey Model White Fish Freeze Dried
6 Nuggets and Quest Cat Food Prey Model Pork Recipe Freeze Dried Nuggets,
7 as a complete and sole-source diet for her cat Whimsey. Plaintiff purchased
8 these products in reasonable reliance on Defendant's representations that they
9 were nutritionally complete and balanced, meeting AAFCO Cat Food Nutrient
10 Profiles for All Life Stages. Plaintiff paid a price premium for Quest Cat Food
11 based on these representations, approximately \$100–\$115 for a four-to-six
12 week supply, compared to conventional cat food products which may be
13 processed or do not make equivalent nutritional adequacy claims.

14 21. Plaintiff regularly purchased and fed Whimsey two of the eight FDA-tested lots:
15 Quest Cat Food Prey Model White Fish Freeze Dried Nuggets (Lot Code
16 C25337, confirmed by FDA testing to contain 0.85 mg/kg thiamine —
17 approximately 15% of the AAFCO minimum) and Quest Cat Food Prey Model
18 Pork Recipe Freeze Dried Nuggets (Lot Code C25321, confirmed by FDA
19 testing to contain 0.32 mg/kg thiamine — approximately 5.7% of the AAFCO
20 minimum).

21 22. Beginning in mid-January 2026, Whimsey began exhibiting symptoms
22 consistent with thiamine deficiency. Initial symptoms included intermittent
23 vomiting and nausea, occasional clumsiness and missteps consistent with
24 vertigo, and gradually worsening lethargy and decreased appetite. Plaintiff was
25 unaware that these symptoms were caused by thiamine deficiency in
26 Whimsey's food, as Plaintiff had purchased the product as nutritionally
27 complete and had no reason to suspect otherwise.
28

1 23. Whimsey's condition deteriorated significantly during the period of January
2 26–28, 2026. Her appetite declined dramatically on January 26–27, and she
3 stopped eating entirely the night of January 27. By January 28, 2026, Whimsey
4 exhibited acute ataxia, severe neurological imbalances, involuntary body
5 movements, spinal curling, and uncontrolled flipping, symptoms consistent
6 with a possible seizure event. Her pupils were dilated. Plaintiff immediately
7 sought emergency veterinary care.

8 24. On January 28, 2026, Plaintiff took Whimsey to Cabrillo Pet Hospital in San
9 Diego for initial evaluation. Given the severity of Whimsey's neurological
10 presentation, Plaintiff was directed to rush Whimsey to VCA Animal Specialty
11 Group that same evening for emergency care and hospitalization.

12 25. Whimsey was admitted to VCA Animal Specialty Group on January 28, 2026,
13 and remained hospitalized through January 30, 2026. Her treating veterinarians
14 determined that Whimsey was suffering from acute thiamine deficiency
15 consistent with a nutritionally inadequate diet. Treatment included thiamine
16 supplementation, intravenous fluids, neurological monitoring, and supportive
17 care. Plaintiff's veterinary neurologist independently tested Whimsey's blood
18 sample and the Quest White Fish food that Whimsey had been consuming
19 (stored in a glass jar and dropped off for testing February 13, 2026). All testing
20 confirmed the absence of thiamine in both the food and Whimsey's
21 bloodstream.

22 26. Plaintiff incurred the following veterinary and related out-of-pocket expenses
23 as a direct result of Whimsey's thiamine deficiency caused by Defendant's
24 products:

25
26 27. Cabrillo Pet Hospital (January 28, 2026): \$449.19, partially offset by pet
27 insurance reimbursement of \$159.36, leaving an out-of-pocket expense of
28 \$289.83;

- 1 28. VCA Animal Specialty Group (January 28–30, 2026): \$8,240.66, partially
2 offset by pet insurance reimbursement of \$4,840.65, leaving an out-of-pocket
3 expense of \$3,400.01. Plaintiff's pet insurance coverage is exhausted for the
4 year and will not renew until December 2026;
- 5 29. Furbo pet camera subscription to monitor Whimsey remotely while at work:
6 \$95.91;
- 7 30. Automatic pet feeder to ensure consistent feeding: \$80.80;
- 8 31. Canned food and Vitamin B supplement on discharge: \$14.99;
- 9 32. Increased transportation costs from returning home at lunch to check on
10 Whimsey: approximately \$60 per month above baseline (average \$60/month
11 increase over three-month period); and
- 12 33. Increased food costs: prior to the incident, Plaintiff spent approximately \$100–
13 \$115 per four-to-six week supply on Quest Cat Food. Following Whimsey's
14 hospitalization, Plaintiff switched to alternative premium cat foods: \$200.41
15 for five-to-six weeks of Orijen canned food (February/March 2026) and
16 \$326.89 for approximately eleven weeks of Just Food for Dogs Cat Food.
17 Going forward, Plaintiff will spend approximately \$340 per eight weeks on
18 Just Food for Dogs Cat Food, representing an ongoing premium attributable to
19 Defendant's conduct.
- 20 34. As a direct result of Defendant's defective products, Plaintiff has incurred total
21 out-of-pocket damages of approximately \$3,881.53 in veterinary expenses (net
22 of insurance), plus the purchase price of the defective Quest Cat Food products,
23 plus ongoing increased food costs, plus other incidental expenses itemized
24 above.
- 25 35. Whimsey has not made a full recovery. While she has regained weight and
26 energy, she continues to exhibit occasional clumsiness and unexplained
27 tripping, symptoms that are more frequent when Vitamin B supplementation is
28

1 reduced or when she goes too long between meals. Plaintiff has suffered and
2 continues to suffer the emotional distress of witnessing her companion animal's
3 ongoing neurological effects. Plaintiff may purchase Quest Cat Food again in
4 the future if she could be confident the products actually meet the AAFCO
5 'complete and balanced' standard Defendant represents on the label, but she
6 cannot presently rely on that labeling; absent injunctive relief she remains
7 unable to determine whether the Quest Products are truthfully labeled.

8 36. Plaintiff's experience is typical of the Class. Numerous cat owners purchased
9 and fed Quest Cat Food to their cats in reasonable reliance on Defendant's
10 representations, and many cats consuming the FDA-tested lots have suffered
11 serious harm from thiamine deficiency. However, the majority of Class
12 Members whose cats did not fall ill share with Plaintiff the common economic
13 injury of having paid a price premium for a product that did not and could not
14 deliver the nutritional adequacy Defendant represented, regardless of whether
15 their specific cat exhibited clinical symptoms.

16 **CLASS DEFINITIONS AND ALLEGATIONS**

17 37. Plaintiff brings this action individually and on behalf of all others similarly
18 situated pursuant to Rules 23(b)(2) and 23(b)(3) of the Federal Rules of Civil
19 Procedure. Plaintiff seeks certification of the following Classes:

20
21 **Nationwide Class:** All persons in the United States who purchased
22 any of the following Quest Cat Food products manufactured, distributed, or sold by Defendant that were identified by FDA
23 laboratory testing as containing thiamine levels below the AAFCO
24 minimum of 5.6 mg/kg: Prey Model Chicken Recipe Freeze Dried
25 Nuggets; Prey Model Chicken Diet Bite Size Nuggets (frozen);
26 Prey Model Pork Recipe Freeze Dried Nuggets; Prey Model Beef
27 Recipe Freeze Dried Nuggets; or Prey Model White Fish Freeze
28 Dried Nuggets, for personal, household, or consumer use, and not
for resale.

1 **California Subclass:** All persons who purchased any of the Quest
2 Cat Food products identified in the Nationwide Class definition in
3 the State of California for personal, household, or consumer use,
 and not for resale.

4 **Veterinary Harm Subclass:** All Nationwide Class members whose
5 cats suffered physical injury, illness, or death attributable to thiamine
6 deficiency after consuming any of the eight FDA-tested Quest Cat
 Food lots identified above.

7
8 38. Excluded from the Class are Defendant, its officers and directors, families and
9 legal representatives, heirs, successors, or assigns and any entity in which
10 Defendant has a controlling interest, and any Judge assigned to this case and
11 their immediate families.

12 39. Plaintiff reserves the right to amend or otherwise alter the class definition
13 presented to the Court at the appropriate time, or to propose or eliminate sub-
14 classes, in response to facts learned through discovery, legal arguments
15 advanced by Defendant, or otherwise.

16 40. Every member of the Nationwide Class and California Subclass paid a price
17 premium for Quest Cat Food based specifically on Defendant's representations
18 that the products were "complete and balanced" and met AAFCO Cat Food
19 Nutrient Profiles. Quest Cat Food is priced significantly above conventional cat
20 food, approximately \$100–\$115 per four-to-six week supply, and consumers,
21 including Plaintiff, paid this premium price because of the AAFCO nutritional
22 adequacy representations on the label. Had the products not been labeled as
23 meeting AAFCO standards, consumers would not have paid the premium price
24 charged or would not have purchased the products at all.

25 41. The price premium attributable to the "complete and balanced" / AAFCO
26 representation is a common question susceptible to common proof through
27 expert economic analysis and market data. The difference between the price
28 paid and the fair market value of a cat food product that does not meet AAFCO

1 standards constitutes economic injury shared by every Class member who
2 purchased any of the eight FDA-tested lots, regardless of whether their
3 individual cat exhibited clinical thiamine deficiency symptoms.

4 42. Plaintiff's damages include both (a) the price premium damages common to all
5 Class members, and (b) additional consequential damages, including veterinary
6 expenses, related out-of-pocket costs, and emotional distress, that are unique to
7 Plaintiff and members of the Veterinary Harm Subclass. Plaintiff's individual
8 consequential damages do not defeat class certification because: (i) the
9 common price premium damages predominate for the larger Classes; (ii)
10 individual damages for the Veterinary Harm Subclass can be established
11 through individual proof at a later stage or through a claims process without
12 defeating predominance; and (iii) Plaintiff is typical of both the larger Class
13 (common price premium injury) and the Veterinary Harm Subclass
14 (consequential harm). Rule 23(b)(3) certification is appropriate because
15 common questions, including the existence of the defect, the false labeling, and
16 the price premium attributable to the AAFCO representation, predominate over
17 any individual damages questions.

18 43. Thus, this action is properly maintainable as a class action pursuant to Federal
19 Rule of Civil Procedure 23 for the reasons set forth below.

20 44. **Numerosity:** Members of the Classes are so numerous that joinder of all
21 Members is impracticable. Although the exact number of Class Members is
22 unknown to Plaintiff at this time, the eight FDA-tested lots were distributed
23 across at least 20 states through retail stores and online channels. Plaintiff is
24 informed and believes that the number is in the thousands, if not tens of
25 thousands, based on the widespread availability of Quest Cat Food products in
26 retail outlets throughout the United States, including through online platforms,
27 and the 20-state distribution of the recalled products.

28

- 1 45. **Common Questions Predominate:** There are questions of law and fact common
2 to the Classes that predominate over any individual issues, including but not
3 limited to:
- 4 a. Whether Defendant's Quest Cat Food products labeled as "complete and
5 balanced" complied with AAFCO Cat Food Nutrient Profiles for thiamine
6 content;
 - 7 b. Whether all eight FDA-tested lots contained thiamine below the AAFCO
8 minimum;
 - 9 c. Whether Defendant's "complete and balanced" labeling was false and
10 misleading;
 - 11 d. Whether Defendant knew or should have known of the thiamine deficiency
12 before the recall;
 - 13 e. Whether Defendant's labeling, advertising, and marketing of Quest Cat Food
14 as nutritionally complete and balanced was false, misleading, or deceptive;
 - 15 f. Whether Class members paid a price premium attributable to the AAFCO
16 representation;
 - 17 g. Whether Defendant's failure to adequately notify consumers and remove all
18 defective lots from commerce following the discovery of the thiamine
19 deficiency constitutes a breach of duty;
 - 20 h. Whether Plaintiff and Class Members suffered injury in fact and lost money
21 or property as a result of Defendant's practices;
 - 22 i. Whether Defendant has been unjustly enriched by the sale of the defective
23 Quest Cat Food products;
 - 24 j. Whether Plaintiff and Class Members are entitled to restitution,
25 disgorgement, compensatory damages, or other relief; and
 - 26 k. Whether injunctive relief is necessary to prevent Defendant from continuing
27 to manufacture, distribute, or sell nutritionally deficient cat food products.
28

1 46. **Typicality:** Plaintiff's claims are typical of the Classes. Plaintiff purchased two
2 of the eight FDA-tested lots, the White Fish and Pork lots, in reliance on
3 Defendant's nutritional adequacy representations, paid a price premium, and
4 suffered economic injury common to all Class members, as well as additional
5 injury through Whimsey's hospitalization that is typical of the Veterinary Harm
6 Subclass. Defendant's unlawful conduct is the same regardless of which
7 specific lot was purchased.

8 47. **Adequacy:** Plaintiff is an adequate representative of the Classes she seeks to
9 represent because she is committed to seeking justice for those affected and her
10 interests do not conflict with the interests of the Members of the Classes. Plaintiff
11 will fairly and adequately protect the interests of the Classes and has retained
12 counsel experienced and competent in the prosecution of complex class actions,
13 including complex questions that arise in consumer protection litigation.

14 48. **Superiority:** A class action is superior to other available methods for the fair
15 and efficient adjudication of this controversy because:

- 16 a. Individual lawsuits would be impractical given the number of Class Members
17 and the relatively small individual damages, while a class action ensures
18 centralized accountability for Defendant's actions and provides relief to those
19 it has wronged;
- 20 b. Because of the relatively small size of individual Class Members' claims, it
21 is likely that few Class Members could afford to seek individual legal redress
22 for Defendant's misconduct; and
- 23 c. Class action treatment is manageable because it will permit a large number
24 of similarly situated persons to prosecute their common claims in a single
25 forum simultaneously, efficiently, and without the unnecessary duplication
26 of effort and expense that numerous individual actions would generate.

27 **FIRST CAUSE OF ACTION**

28 **(Strict Products Liability – Manufacturing Defect)**

(On Behalf of Plaintiff and the Nationwide Class)

1
2 49. Plaintiff realleges and incorporates by reference the allegations contained in the
3 preceding paragraphs of this Complaint as if fully set forth herein.

4 50. Defendant is engaged in the business of manufacturing, distributing, and selling
5 Quest Cat Food products for consumption by cats as a complete and balanced
6 diet.

7 51. The eight FDA-tested lots of Quest Cat Food identified in the class definition
8 were defective in manufacture in that they deviated from Defendant's intended
9 design and from the AAFCO nutritional standards Defendant was required to
10 meet, specifically by containing thiamine at levels ranging from 15% of the
11 AAFCO minimum of 5.6 mg/kg, to no detectable thiamine at all.

12 52. The manufacturing defect rendered the Quest Cat Food products unreasonably
13 dangerous for their intended use as a sole-source diet for cats, as cats consuming
14 deficient products were at serious risk of thiamine deficiency, neurological
15 injury, and death.

16 53. Plaintiff and Class Members used the Quest Cat Food products in the manner
17 intended and reasonably expected by Defendant—as a complete and balanced
18 daily diet for their cats.

19 54. As a direct and proximate result of the manufacturing defect, Plaintiff suffered
20 economic injury including the purchase price paid for the defective product and
21 emergency veterinary expenses totaling approximately \$3,881.53 (net of
22 insurance), plus additional out-of-pocket costs as itemized above. Class
23 members suffered economic injury in the form of the purchase price paid for
24 the defective products and, where applicable, additional veterinary expenses.
25 All Class members suffered the loss of the price premium paid for products
26 that did not deliver the nutritional adequacy represented.

SECOND CAUSE OF ACTION

(Strict Products Liability – Failure to Warn)

(On Behalf of Plaintiff and the Nationwide Class)

1
2 55. Plaintiff realleges and incorporates by reference all preceding paragraphs as
3 though fully set forth herein.

4 56. Defendant knew or should have known that Quest Cat Food products containing
5 inadequate thiamine posed a serious health risk to cats, including the risk of
6 neurological injury and death.

7 57. Defendant failed to provide adequate warning to Plaintiff and Class Members
8 that the FDA-tested lots did not contain adequate thiamine and were not safe for
9 use as a complete diet for cats.

10 58. A reasonable consumer purchasing cat food labeled as a complete and balanced
11 diet would not have been aware of, and could not reasonably discover, the risk
12 that the product lacked adequate thiamine.

13 59. As a direct and proximate result of Defendant's failure to warn, Plaintiff
14 suffered economic injury including purchase price and approximately
15 \$3,881.53 in emergency veterinary expenses, and additional out-of-pocket
16 costs. All Class members suffered the price premium paid for a product they
17 would not have purchased, or would not have paid the same price for, had
18 adequate warnings been provided.

THIRD CAUSE OF ACTION

(Breach of Express Warranty)

(On Behalf of Plaintiff and the Nationwide Class)

22 60. Plaintiff realleges and incorporates by reference all preceding paragraphs as
23 though fully set forth herein.

24 61. Defendant expressly warranted to Plaintiff and Class Members through its
25 product labeling, marketing, and advertising that Quest Cat Food products were
26 "complete and balanced" nutrition for cats and were "formulated to meet the
27 nutritional levels established by AAFCO Cat Food Nutrient Profiles for All Life
28 Stages."

1 62. These representations were affirmations of fact and promises that became part
2 of the basis of the bargain between Defendant and Plaintiff and Class Members.

3 63. The eight FDA-tested lots did not conform to Defendant's express warranties.
4 All eight contained thiamine at levels between zero and approximately 15% of
5 of the AAFCO minimum, rendering them incapable of serving as a complete and
6 balanced diet for cats.

7 64. Plaintiff and Class Members relied on Defendant's express warranties in
8 selecting and purchasing Quest Cat Food products as a complete diet for their
9 cats. Had Plaintiff known the products did not conform to the AAFCO nutritional
10 standards represented by Defendant, she would not have purchased the products,
11 and her cat's hospitalization and the resulting veterinary expenses would have
12 been avoided.

13 65. Plaintiff purchased the Quest White Fish (Lot C25337) and Quest Pork (Lot
14 C25321) lots in direct reliance on these warranties. As a direct and proximate
15 result of Defendant's breach, Plaintiff suffered economic injury including
16 purchase price, approximately \$3,881.53 in net veterinary expenses, and other
17 out-of-pocket costs. All Class members paid a price premium specifically for
18 the AAFCO-compliant nutritional adequacy warranty, and suffered economic
19 injury when the warranty was breached. Plaintiff and Class Members provided
20 Defendant with reasonable notice of the breach, and any notice requirement is
21 in any event satisfied or excused because Defendant had actual knowledge of
22 the thiamine deficiency through the FDA's laboratory testing, public advisory,
23 and resulting recalls.

24 **FOURTH CAUSE OF ACTION**

25 **(Breach of Implied Warranty of Merchantability)**

26 **(On Behalf of Plaintiff and the Nationwide Class and California Subclass)**

27 66. Plaintiff realleges and incorporates by reference all preceding paragraphs as
28 though fully set forth herein.

1 67. Defendant, as manufacturer, distributor, and seller of Quest Cat Food, impliedly
2 warranted that the products were merchantable and fit for the ordinary purpose
3 for which they were intended—to serve as a safe, complete, and nutritionally
4 adequate diet for cats.

5 68. Plaintiff purchased Quest Cat Food directly from Defendant through its website
6 and through authorized retailers, establishing the necessary transaction for
7 warranty liability. In the alternative, Plaintiff and Class Members are third-
8 party beneficiaries of Defendant's implied warranties to the retailers who
9 purchased Quest Cat Food for resale to consumers. In the further alternative,
10 the claims of Plaintiff and the California Subclass are brought under the Song-
11 Beverly Consumer Warranty Act, Cal. Civ. Code § 1792, which does not
12 require privity for California consumers.

13 69. The eight FDA-tested lots were not merchantable. As confirmed by FDA
14 laboratory testing, the products contained no or extremely low thiamine,
15 rendering them nutritionally deficient, dangerous for use as a complete diet, and
16 unfit for the ordinary purpose.

17 70. As a result of Defendant's breach of the implied warranty of merchantability,
18 Plaintiff and the Class have suffered injury and lost money in amounts to be
19 proven at trial, including the purchase price and price premium paid for products
20 that were unfit for their ordinary purpose.

21 **FIFTH CAUSE OF ACTION**

22 **(Negligent Misrepresentation)**

23 **(On Behalf of Plaintiff and the Nationwide Class)**

24 71. Plaintiff realleges and incorporates by reference all preceding paragraphs.

25 72. Defendant, as the manufacturer of Quest Cat Food, had a duty to ensure that
26 the representations on its product labels — including the "complete and
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1 balanced" and AAFCO nutritional adequacy representations — were accurate
2 before distributing the products to consumers.

3 73. Defendant negligently represented that Quest Cat Food products met AAFCO
4 nutritional standards when it had failed to adequately test and verify the
5 thiamine content of its products before labeling, distributing, and selling them
6 as nutritionally complete.

7 74. Plaintiff and Class Members reasonably relied on Defendant's representations
8 in purchasing Quest Cat Food products at a premium price as a complete diet
9 for their cats. As a direct result of Defendant's negligent misrepresentations,
10 Plaintiff and Class Members suffered economic injury including the price
11 premium paid and, for members of the Veterinary Harm Subclass, veterinary
12 expenses and related out-of-pocket costs.

13 **SIXTH CAUSE OF ACTION**

14 **(Fraud and Deceit)**

15 **(On Behalf of Plaintiff and the Nationwide Class)**

16 75. Plaintiff realleges and incorporates by reference all preceding paragraphs as
17 though fully set forth herein.

18 76. Defendant knowingly and intentionally misrepresented Quest Cat Food products
19 as nutritionally complete and balanced diets meeting AAFCO standards, when
20 Defendant knew or should have known that the products contained inadequate
21 or absent thiamine, rendering them incapable of meeting those standards.

22 77. Defendant made these misrepresentations on product labels, in marketing
23 materials, and through its website and retail distribution channels, at the point of
24 sale, throughout the applicable class period.

25 78. Plaintiff and Class Members reasonably relied on Defendant's
26 misrepresentations and omissions in purchasing Quest Cat Food products as a
27 complete diet for their cats and suffered economic injury as a result. As a direct
28 consequence of Plaintiff's reliance on Defendant's fraudulent representations, her

1 cat suffered acute thiamine deficiency necessitating emergency veterinary
2 hospitalization and treatment.

3 79. Defendant's fraudulent conduct was willful, knowing, and intentional. Defendant
4 was aware that cats consuming a diet deficient in thiamine risk serious
5 neurological harm and death, and yet continued to label, market, and distribute
6 the deficient products as safe and nutritionally complete.

7 80. As a direct and proximate result of Defendant's fraud, Plaintiff and the Class
8 have suffered injury and lost money in an amount to be proven at trial.
9 Defendant's willful and knowing conduct warrants the imposition of punitive
10 and exemplary damages.

11 **SEVENTH CAUSE OF ACTION**

12 **(Violation of Cal. Bus. & Prof. Code §§ 17500 et seq.—False Advertising)**

13 **(On Behalf of Plaintiff and the California Subclass)**

14 81. Plaintiff realleges and incorporates by reference all preceding paragraphs as
15 though fully set forth herein.

16 82. California Business & Professions Code § 17500 prohibits any person from
17 making or disseminating, in any advertising medium, any statement concerning
18 goods that is untrue or misleading, and which is known, or which by the exercise
19 of reasonable care should be known, to be untrue or misleading.

20 83. Defendant, in connection with the labeling, advertising, and sale of Quest Cat
21 Food products, made and disseminated statements that the products were
22 "complete and balanced" and "formulated to meet the nutritional levels
23 established by AAFCO Cat Food Nutrient Profiles for All Life Stages." These
24 statements appeared on the product label, on Defendant's website, and through
25 retail distribution channels throughout California and the United States.

26 84. These statements were untrue and misleading. As confirmed by FDA laboratory
27 testing, all eight tested lots of Quest Cat Food contained thiamine at levels
28 ranging from zero to 15.2% of the AAFCO minimum of 5.6 mg/kg. The products

1 were therefore incapable of meeting AAFCO Cat Food Nutrient Profiles for All
2 Life Stages and could not truthfully be represented as complete and balanced
3 diets for cats.

4 85. Defendant knew, or by the exercise of reasonable care should have known, that
5 these representations were untrue or misleading. Defendant, as the manufacturer
6 of Quest Cat Food, was responsible for the formulation and quality control of its
7 products, including ensuring that its products met the AAFCO nutritional
8 standards it represented on its labeling. Defendant had the means and
9 opportunity to test its products for thiamine adequacy before distributing them
10 to consumers.

11 86. Defendant's false and misleading advertising directly caused injury to Plaintiff
12 and the California Subclass. Plaintiff and California Subclass members
13 purchased Quest Cat Food in reliance on Defendant's representations that the
14 products were nutritionally complete and balanced, and paid a premium price for
15 what they reasonably believed to be a high-quality, nutritionally adequate diet
16 for their cats. Had Defendant not made these false and misleading statements,
17 Plaintiff and the California Subclass would not have purchased Quest Cat Food,
18 or would not have paid the price charged.

19 87. As a result of Defendant's violations of Business & Professions Code §§ 17500
20 et seq., Plaintiff and the California Subclass have suffered injury in fact and lost
21 money or property. Pursuant to Business & Professions Code § 17535, Plaintiff
22 and the California Subclass are entitled to restitution of all monies paid for Quest
23 Cat Food products, injunctive relief prohibiting Defendant from continuing its
24 false and misleading advertising practices, and such other equitable relief as the
25 Court deems appropriate. Plaintiff also seeks attorneys' fees pursuant to
26 California Code of Civil Procedure § 1021.5.

27 **EIGHTH CAUSE OF ACTION**

28 **(Violation of Cal. Bus. & Prof. Code §§ 17200 et seq.—Unfair Competition)**

(On Behalf of Plaintiff and the California Subclass)

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88. Plaintiff realleges and incorporates by reference all preceding paragraphs as though fully set forth herein.
89. California Business & Professions Code § 17200 prohibits any "unlawful, unfair or fraudulent business act or practice" and any "unfair, deceptive, untrue or misleading advertising." Defendant's conduct as alleged herein constitutes unlawful, unfair, and fraudulent business acts and practices within the meaning of § 17200 and is actionable under each of the three prongs of the UCL.
90. Defendant's conduct is unlawful in that it violates, among other statutes: (a) California Business & Professions Code § 17500, (b) the Consumers Legal Remedies Act, Civil Code §§ 1750 et seq.; (c) California Health & Safety Code § 113980 et seq. and the Sherman Food, Drug, and Cosmetic Law, which prohibit the manufacture and sale of misbranded and adulterated pet food; and (d) federal regulations governing pet food labeling under 21 C.F.R. §§ 501 et seq., which require that pet food labels not be false or misleading in any particular.
91. Defendant's conduct is unfair in that the harm to Plaintiff and the California Subclass from purchasing nutritionally deficient cat food significantly outweighs any conceivable utility of Defendant's misrepresentations. The harm includes the price premium paid for falsely labeled products and, for members of the Veterinary Harm Subclass, veterinary expenses and harm to companion animals.
92. Defendant's conduct is fraudulent in that Defendant's representations that Quest Cat Food was "complete and balanced" and met AAFCO nutritional standards were false and were likely to deceive members of the public acting reasonably under the circumstances. A significant portion of the general consuming public, acting reasonably, would be deceived by a cat food label stating that the product is "formulated to meet the nutritional levels established by AAFCO Cat Food

1 Nutrient Profiles for All Life Stages" when in fact the product contains no or
2 negligible amounts of a nutritional component essential to feline health.

3 93. Plaintiff has standing to bring this cause of action under Business & Professions
4 Code § 17204 because she suffered injury in fact and lost money or property as
5 a result of Defendant's unlawful, unfair, and fraudulent business practices,
6 including the price premium paid for defective products.

7 94. Pursuant to Business & Professions Code §§ 17203 and 17535, Plaintiff and the
8 California Subclass are entitled to restitution of all monies paid for Quest Cat
9 Food products, disgorgement of Defendant's ill-gotten profits, injunctive relief
10 enjoining Defendant from continuing its unlawful, unfair, and fraudulent
11 business practices, and such other equitable relief as the Court deems
12 appropriate. Plaintiff also seeks attorneys' fees pursuant to California Code of
13 Civil Procedure § 1021.5

14 **NINTH CAUSE OF ACTION**

15 **(Unjust Enrichment)**

16 **(On Behalf of Plaintiff and the Nationwide Class)**

17 95. Plaintiff realleges and incorporates by reference all preceding paragraphs as
18 though fully set forth herein.

19 96. Defendant has been unjustly enriched by selling Quest Cat Food products at
20 premium prices, representing them as complete and balanced nutrition for cats,
21 when the products in fact contained inadequate or absent thiamine and were not
22 safe for use as a complete feline diet.

23 97. Plaintiff and Class Members conferred a benefit on Defendant by purchasing
24 Quest Cat Food products at the prices charged. Defendant accepted and retained
25 these benefits with knowledge that the products were defective and did not
26 conform to the nutritional representations made on the label.

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1 98. Defendant has no right to retain the profits derived from the sale of defective
2 products, and it would be unjust to permit Defendant to benefit from its
3 deception.

4 99. Plaintiff and the Class are entitled to restitution of the amounts paid for Quest
5 Cat Food products, or in the alternative, the difference between the price paid
6 and the fair market value of the defective products as actually constituted, in an
7 amount to be proven at trial.

8 **TENTH CAUSE OF ACTION**

9 **(Violation of the Consumers Legal Remedies Act, Civil Code §§ 1750 et seq.)**

10 **(On Behalf of Plaintiff and the California Subclass—Injunctive Relief)**

11 100. Plaintiff realleges and incorporates by reference all preceding paragraphs as
12 though fully set forth herein.

13 101. This cause of action is brought pursuant to the Consumers Legal Remedies Act
14 ("CLRA"), California Civil Code §§ 1750 et seq., on behalf of Plaintiff and the
15 California Subclass.

16 102. Plaintiff and California Subclass members are "consumers" within the meaning
17 of Civil Code § 1761(d), in that they are individuals who sought and acquired
18 Quest Cat Food products by purchase for personal, family, or household
19 purposes.

20 103. Quest Cat Food products are "goods" within the meaning of Civil Code §
21 1761(a), in that they are tangible chattels bought for personal, family, or
22 household purposes.

23 104. Defendant's conduct as alleged herein constitutes unlawful methods, acts, and
24 practices in connection with the sale of goods to consumers, in violation of Civil
25 Code § 1770, including specifically:

- 26 a. Civil Code § 1770(a)(5)—representing that goods have characteristics,
27 ingredients, uses, or benefits which they do not have, in that Defendant
28 represented Quest Cat Food as nutritionally complete and balanced and as

1 meeting AAFCO Cat Food Nutrient Profiles for All Life Stages, when in fact
2 the products contained no or extremely low thiamine and were incapable of
3 serving as a complete and balanced diet for cats;

4 b. Civil Code § 1770(a)(7)—representing that goods are of a particular standard,
5 quality, or grade when they are of another, in that Defendant represented
6 Quest Cat Food as meeting the AAFCO minimum thiamine standard of 5.6
7 mg/kg when FDA laboratory testing confirmed that all eight lots tested
8 contained thiamine at a small fraction of that level or none at all; and,

9 c. Civil Code § 1770(a)(9)—advertising goods with intent not to sell them as
10 advertised, in that Defendant advertised Quest Cat Food as a complete and
11 balanced nutritional diet meeting AAFCO standards while distributing
12 products that did not and could not meet those standards.

13 105. Defendant's representations that Quest Cat Food was "complete and balanced"
14 and "formulated to meet the nutritional levels established by AAFCO Cat Food
15 Nutrient Profiles for All Life Stages" were false, misleading, and likely to
16 deceive a reasonable consumer. Plaintiff and California Subclass members relied
17 on these representations in purchasing Quest Cat Food as a complete diet for
18 their cats.

19 106. As a direct and proximate result of Defendant's CLRA violations, Plaintiff and
20 California Subclass members suffered injury in fact, including economic loss
21 from the purchase price paid for defective products and, where applicable,
22 veterinary expenses arising from the thiamine deficiency caused by Defendant's
23 products.

24 107. Pursuant to Civil Code § 1782(d), this cause of action is brought at the outset
25 solely for injunctive relief. An action for injunctive relief under the CLRA may
26 be commenced without prior compliance with the notice requirements of Civil
27 Code § 1782(a). Plaintiff intends to provide notice to Defendant pursuant to §
28 1782(a) and, not less than 30 days after the commencement of this action and

1 after compliance with § 1782(a), to amend this complaint without leave of court
2 to add claims for actual damages, punitive damages, and restitution as permitted
3 by Civil Code §§ 1780 and 1782(d).

4 108. Plaintiff seeks injunctive relief prohibiting Defendant from continuing to label,
5 market, distribute, or sell Quest Cat Food products as "complete and balanced"
6 or as meeting AAFCO nutritional standards unless and until such products are
7 confirmed to meet those standards, and requiring Defendant to adequately notify
8 all California consumers who purchased Quest Cat Food during the class period
9 of the thiamine deficiency and the associated health risks.

10 109. Plaintiff also seeks attorneys' fees pursuant to Civil Code § 1780(e), which
11 provides for a mandatory award of attorneys' fees to a prevailing plaintiff in a
12 CLRA action.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- 15 a. For an order certifying this action as a class action pursuant to Federal Rules
16 of Civil Procedure 23(b)(2) and 23(b)(3);
- 17 b. For an order appointing Plaintiff as representative of the Classes and
18 appointing her counsel as class counsel;
- 19 c. For full restitution of of the price premium paid by all Class members for
20 Quest Cat Food products falsely labeled as "complete and balanced" meeting
21 AAFCO in an amount to be determined at trial;
- 22 d. For disgorgement of all profits obtained by Defendant from the sale of the
23 eight FDA-tested lots of Quest Cat Food, in an amount to be determined at
24 trial;
- 25 e. For compensatory damages, including damages for economic loss,
26 veterinary expenses (including emergency hospitalization and treatment),
27 and other out-of-pocket costs for Plaintiff and members of the Veterinary
28 Harm Subclass, in amounts to be determined at trial;

- 1 f. For punitive damages against Defendant for its willful, malicious, and
- 2 oppressive conduct, in an amount to be determined at trial;
- 3 g. For prejudgment interest on all monetary awards at the legal rate;
- 4 h. For declaratory relief, declaring that Defendant's labeling, marketing, and
- 5 sales of the eight FDA-tested lots of Quest Cat Food products as complete
- 6 and balanced nutrition was unlawful;
- 7 i. For injunctive relief, including an order enjoining Defendant from
- 8 manufacturing, distributing, or selling any cat food product as complete and
- 9 balanced unless and until it has been confirmed to meet AAFCO nutritional
- 10 requirements, and requiring adequate notification to who purchased the eight
- 11 FDA-tested lots;
- 12 j. For reasonable attorneys' fees according to proof pursuant to applicable law;
- 13 k. For costs of suit incurred; and
- 14 l. For such further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for all claims so triable.

18 DATED: June 23, 2026

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23 DATED: June 23, 2026

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