Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH

INFORMATION SHEET

ORGANIC CONSUMERS ASSOCIATION, 6771 South Silver Hill Drive, Finland MN 55603

vs

CHAMPION PETFOODS USA INC. and CHAMPION PETFOODS LP, P.O. Box 1210, Bangor, ME 04402

Case Number: 2020 CA 003515 B

Date: August 10, 2020

☐ One of the defendants is being sued in their official capacity.

Name: *(Please Print)* Kim E. Richman	Relationship to Lawsuit
Firm Name: Richman Law Group	☒ Attorney for Plaintiff
Telephone No.: 718-705-4579 Six digit Unified Bar No.: 1022978	☐ Self (Pro Se) ☐ Other:

TYPE OF CASE: ☐ Non-Jury ☐ 6 Person Jury ☒ 12 Person Jury

Demand: $ Other:

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.: Judge: Calendar #:

Case No.: Judge: Calendar#:

NATURE OF SUIT: *(Check One Box Only)*

A. CONTRACTS

☐ 01 Breach of Contract
☐ 02 Breach of Warranty
☐ 06 Negotiable Instrument
☐ 07 Personal Property
☐ 13 Employment Discrimination
☐ 15 Special Education Fees

COLLECTION CASES

☐ 14 Under $25,000 Pltf. Grants Consent
☐ 17 OVER $25,000 Pltf. Grants Consent
☐ 27 Insurance/Subrogation Over $25,000 Pltf. Grants Consent
☐ 07 Insurance/Subrogation Under $25,000 Pltf. Grants Consent
☐ 28 Motion to Confirm Arbitration Award (Collection Cases Only)
☐ 16 Under $25,000 Consent Denied
☐ 18 OVER $25,000 Consent Denied
☐ 26 Insurance/Subrogation Over $25,000 Consent Denied
☐ 34 Insurance/Subrogation Under $25,000 Consent Denied

B. PROPERTY TORTS

☐ 01 Automobile
☐ 02 Conversion
☐ 07 Shoplifting, D.C. Code § 27-102 (a)
☐ 03 Destruction of Private Property
☐ 04 Property Damage
☐ 05 Trespass

C. PERSONAL TORTS

☐ 01 Abuse of Process
☐ 02 Alienation of Affection
☐ 03 Assault and Battery
☐ 04 Automobile- Personal Injury
☒ 05 Deceit (Misrepresentation)
☐ 06 False Accusation
☐ 07 False Arrest
☐ 08 Fraud
☐ 10 Invasion of Privacy
☐ 11 Libel and Slander
☐ 12 Malicious Interference
☐ 13 Malicious Prosecution
☐ 14 Malpractice Legal
☐ 15 **Malpractice Medical** (Including Wrongful Death)
☐ 16 Negligence- (Not Automobile, Not Malpractice)
☐ 17 Personal Injury- (Not Automobile, Not Malpractice)
☐ 18Wrongful Death (Not Malpractice)
☐ 19 Wrongful Eviction
☐ 20 Friendly Suit
☐ 21 Asbestos
☐ 22 Toxic/Mass Torts
☐ 23 Tobacco
☐ 24 Lead Paint

SEE REVERSE SIDE AND CHECK HERE IF USED

Information Sheet, Continued

C. OTHERS

- ☐ 01 Accounting
- ☐ 02 Att. Before Judgment
- ☐ 05 Ejectment
- ☐ 09 Special Writ/Warrants (DC Code § 11-941)
- ☐ 10 Traffic Adjudication
- ☐ 11 Writ of Replevin
- ☐ 12 Enforce Mechanics Lien
- ☐ 16 Declaratory Judgment
- ☐ 17 Merit Personnel Act (OEA) (D.C. Code Title 1, Chapter 6)
- ☐ 18 Product Liability
- ☐ 24 Application to Confirm, Modify, Vacate Arbitration Award (DC Code § 16-4401)
- ☐ 29 Merit Personnel Act (OHR)
- ☐ 31 Housing Code Regulations
- ☐ 32 Qui Tam
- ☐ 33 Whistleblower

II.

- ☐ 03 Change of Name
- ☐ 06 Foreign Judgment/Domestic
- ☐ 08 Foreign Judgment/International
- ☐ 13 Correction of Birth Certificate
- ☐ 14 Correction of Marriage Certificate
- ☐ 15 Libel of Information
- ☐ 19 Enter Administrative Order as Judgment [D.C. Code § 2-1802.03 (h) or 32-151 9 (a)]
- ☐ 20 Master Meter (D.C. Code § 42-3301, et seq.)
- ☐ 21 Petition for Subpoena [Rule 28-I (b)]
- ☐ 22 Release Mechanics Lien
- ☐ 23 Rule 27(a)(1) (Perpetuate Testimony)
- ☐ 24 Petition for Structured Settlement
- ☐ 25 Petition for Liquidation
- ☐ 26 Petition for Civil Asset Forfeiture (Vehicle)
- ☐ 27 Petition for Civil Asset Forfeiture (Currency)
- ☐ 28 Petition for Civil Asset Forfeiture (Other)

D. REAL PROPERTY

- ☐ 09 Real Property-Real Estate
- ☐ 12 Specific Performance
- ☐ 04 Condemnation (Eminent Domain)
- ☐ 10 Mortgage Foreclosure/Judicial Sale
- ☐ 11 Petition for Civil Asset Forfeiture (RP)
- ☐ 08 Quiet Title
- ☐ 25 Liens: Tax / Water Consent Granted
- ☐ 30 Liens: Tax / Water Consent Denied
- ☐ 31 Tax Lien Bid Off Certificate Consent Granted

Attorney's Signature

August 10, 2020

Date

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

ORGANIC CONSUMERS ASSOCIATION, a nonprofit corporation, 6771 South Silver Hill Drive, Finland MN 55603, Plaintiff, v. CHAMPION PETFOODS USA INC. and CHAMPION PETFOODS LP, P.O. Box 1210, Bangor, ME 04402, Defendants.	2020 CA 003515 B

COMPLAINT

Plaintiff Organic Consumers Association ("OCA") brings this action against Defendants Champion Petfoods USA Inc. and Champion Petfoods LP (collectively, "Champion") regarding the deceptive labeling, marketing, and sale of pet food products as containing "free-run" poultry ingredients when the chickens used in the products are raised entirely indoors in crowded and inhumane conditions. Plaintiff alleges the following based upon personal knowledge, information, and belief. This Complaint is on behalf of the general public of the District of Columbia, in the interest of consumers.

INTRODUCTION

1. This is a consumer-protection case concerning deceptive marketing of pet food products. The case is brought by Organic Consumers Association, a nonprofit, public-interest

organization dedicated to consumer protection. OCA seeks no monetary damages, only an end to the deceptive marketing and advertising at issue. OCA acts on behalf of the general public of the District of Columbia.

2. Champion is a large producer of pet food, which it sells under its Orijen and Acana brands.[1] Champion markets its products throughout the United States, including in the District of Columbia.

3. Champion makes representations designed to convey to D.C. consumers that certain Champion products (the "Products")[2] are made from "free-run" poultry raised under conditions that are more humane than those of standard industrial farms (the "Free Run Poultry Representations").

4. Champion's representations mislead D.C. consumers to believe that the birds used in the products are free to run, including outdoors. In fact, the factory-farmed birds used in Champion's products are raised under standard industrial conditions—confined in crowded barns without outdoor access.

5. Thus, Champion's marketing is false and misleading to D.C. consumers.

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[1] *About Us*, Champion Petfoods, https://championpetfoods.com/en/about-us.html (last visited Aug. 6, 2020).

[2] The Products at issue in this Complaint include: Acana Duck & Pear Formula Dry Dog Food; Acana Duck & Pear Freeze-Dried Dog Treats; Acana Duck & Pumpkin Recipe with Wholesome Grains Dry Dog Food; Acana Feast Formula Dry Dog Food; Acana Free-Run Poultry Formula Dry Dog Food; Acana Free-Run Poultry Recipe with Wholesome Grains Dry Dog Food; Acana Grasslands Dry Cat Food; Acana Grasslands Dry Dog Food; Acana Homestead Harvest Dry Cat Food; Acana Indoor Entrée Dry Cat Food; Acana Kentucky Farmlands with Wholesome Grains Dry Dog Food; Acana Light & Fit Formula Dry Dog Food; Acana Meadowland Dry Dog Food; Acana Meadowlands Dry Cat Food; Acana Paleo Formula Dry Dog Food; Acana Puppy & Junior Formula Dry Dog Food; Acana Turkey & Greens Formula Dry Dog Food; Acana Turkey & Greens Freeze-Dried Dog Treats; Acana Turkey & Greens Freeze-Dried Dog Treats; Acana Turkey & Pumpkin Recipe Dry Dog Food; Orijen Cat & Kitten Dry Cat Food; Orijen Fit & Trim Dry Cat Food; Orijen Fit & Trim Dry Dog Food; Orijen Free-Run Duck Freeze-Dried Dog Treats; Orijen Original Dry Dog Food; Orijen Original Freeze-Dried Cat Treats; Orijen Original Freeze-Dried Dog Food; Orijen Original Freeze-Dried Dog Treats; Orijen Puppy Dry Dog Food; Orijen Puppy Large Dry Dog Food; Orijen Senior Dry Dog Food; Orijen Tundra Dry Cat Food; Orijen Tundra Dry Dog Food; Orijen Tundra Freeze-Dried Cat Treats; Orijen Tundra Freeze-Dried Dog Food; and Orijen Tundra Freeze-Dried Dog Treats. Discovery may reveal that additional Champion brands and products should be included within the scope of the allegations in this Complaint, and Plaintiff reserves the right to add such products.

STATUTORY FRAMEWORK

6. This action is brought under the District of Columbia Consumer Protection Procedures Act ("CPPA"), D.C. Code § 28-3901, *et seq.*

7. The CPPA makes it a violation for "any person" to, *inter alia*:

> Represent that goods or services have a source, sponsorship, approval, certification, accessories, characteristics, ingredients, uses, benefits, or quantities that they do not have;
>
> Represent that goods or services are of a particular standard, quality, grade, style, or model, if in fact they are of another;
>
> Misrepresent as to a material fact which has a tendency to mislead;
>
> Fail to state a material fact if such failure tends to mislead;
>
> Use innuendo or ambiguity as to a material fact, which has a tendency to mislead; or
>
> Advertise or offer goods or services without the intent to sell them or without the intent to sell them as advertised or offered.

D.C. Code § 28-3904(a), (d), (e), (f), (f-1), (h).

8. A violation of the CPPA may occur regardless of "whether or not any consumer is in fact misled, deceived or damaged thereby." *Id.*

9. The CPPA "establishes an enforceable right to truthful information from merchants about consumer goods and services that are or would be purchased, leased, or received in the District of Columbia." *Id.* § 28-3901(c). The statute "shall be construed and applied liberally to promote its purpose." *Id.*

10. Because OCA is a public-interest organization, it may act on behalf of the general public and bring any action that an individual consumer would be entitled to bring:

> [A] public interest organization may, on behalf of the interests of a consumer or a class of consumers, bring an action seeking relief from the use by any person of a trade practice in violation of a law of the District if the consumer or class could bring an action under subparagraph (A) of this paragraph for relief from such use by such person of such trade practice.

Id. § 28-3905(k)(1)(D)(i). Subparagraph (A) provides: "A consumer may bring an action seeking relief from the use of a trade practice in violation of a law of the District."

11. A public-interest organization may act on behalf of the interests of consumers, *i.e.*, the general public of the District of Columbia, so long as the organization has "sufficient nexus to the interests involved of the consumer or class to adequately represent those interests." *Id.* § 28-3905(k)(1)(D)(ii). As set forth in this Complaint, *see infra* ¶¶ 54-57, Plaintiff OCA's mission is to advocate for and educate consumers, which it has long done within the District of Columbia, and OCA has previously represented D.C. consumers in similar actions under the CPPA. OCA thus has a sufficient nexus to D.C. consumers to adequately represent their interests.

12. This is not a class action, or an action brought on behalf of a specific consumer or consumers, but an action brought by OCA on behalf of the general public, *i.e.*, D.C. consumers generally. No class certification will be requested.

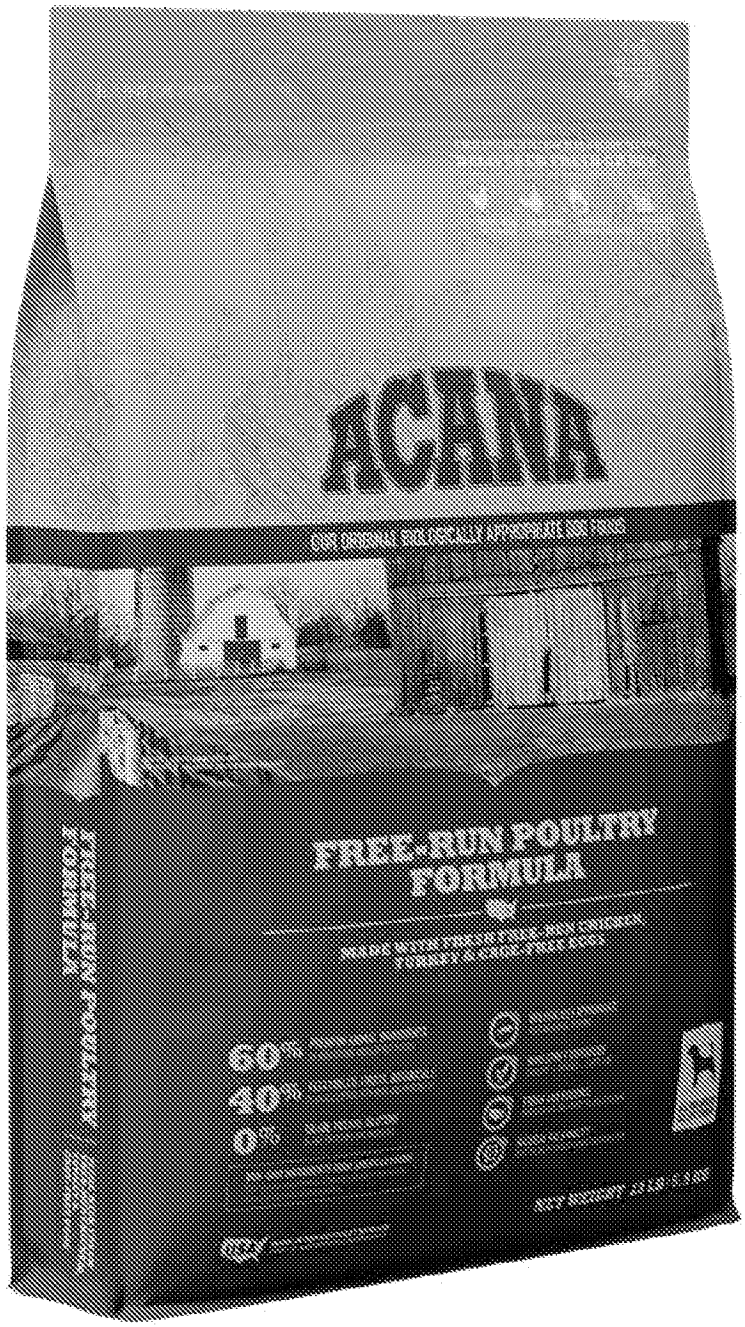
13. This action does not seek damages. Instead, OCA seeks to end the unlawful conduct directed at D.C. consumers, *i.e.*, Champion's false and deceptive marketing of its Products. Remedies available under the CPPA include "[a]n injunction against the use of the unlawful trade practice." *Id.* § 28- 3905(k)(2)(D), (F). OCA also seeks declaratory relief in the form of an order holding Champion's conduct to be unlawful.

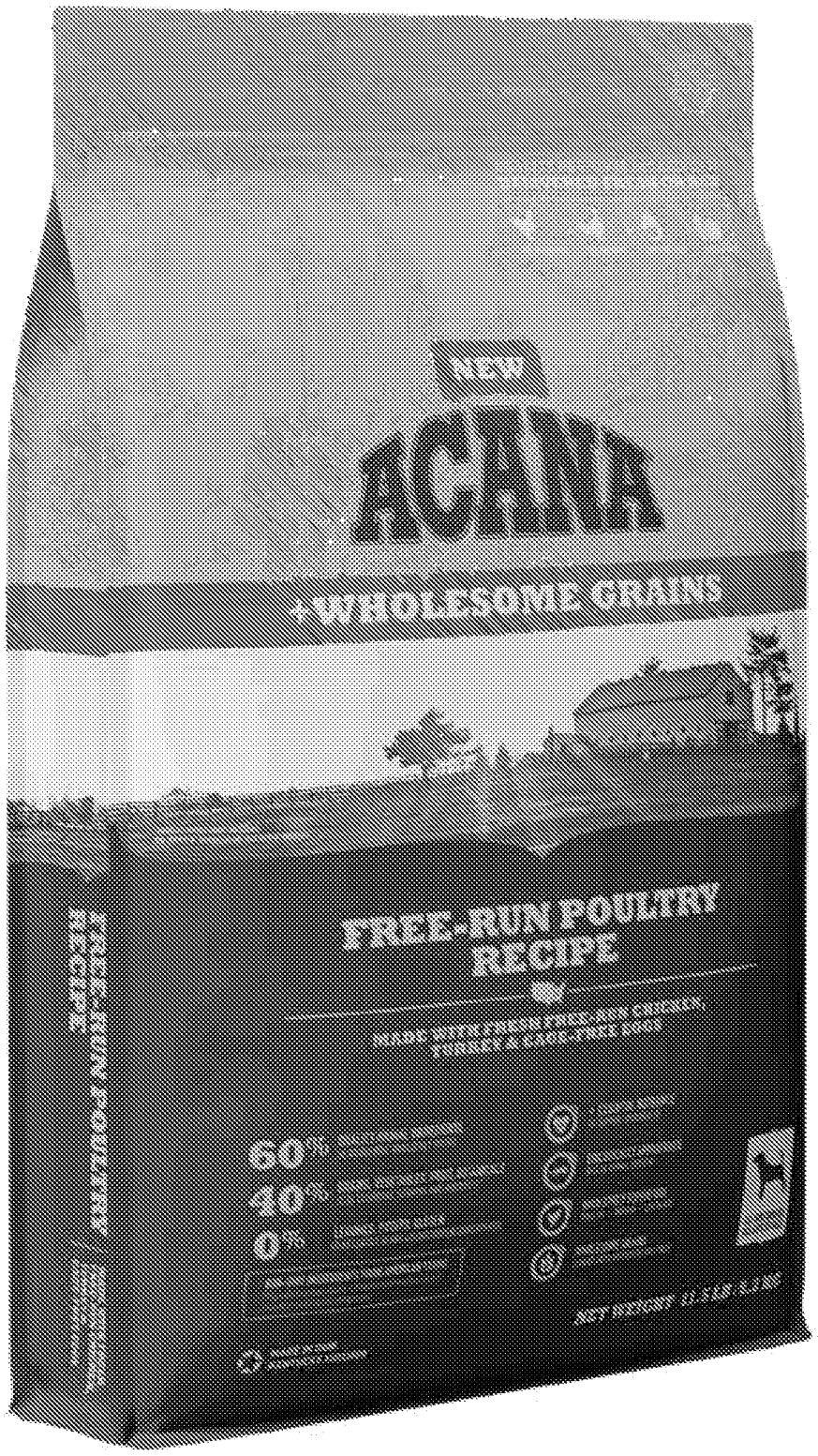
FACT ALLEGATIONS

I. Champion's Marketing Represents That Its Poultry Suppliers Provide Regular Outdoor Access and Significantly Exceed Industrywide Animal Welfare Standards.

14. Champion's labeling and advertising consistently describe the chickens used in its Products as "free-run."

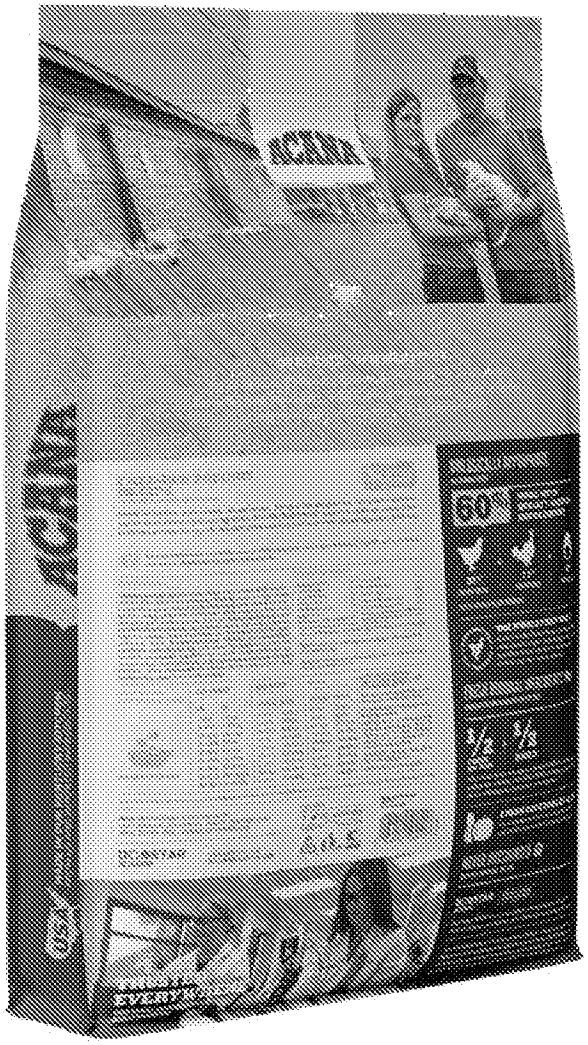
15. For example, the Acana "Free-Run Poultry Formula" and "Free-Run Poultry Recipe" Products (shown below) are labeled "made with fresh free-run chicken, turkey & cage-free eggs."




NEW
ACANA
+WHOLESOME GRAINS
FREE-RUN POULTRY
RECIPE
60%
40%
0%

16. The packaging of the Products also includes chicken icons with the descriptor "free-run chicken."

17. The packaging of the Acana "+Wholesome Grains Free-Run Poultry Recipe" dog food shows chickens outdoors on grass.



18. Champion's websites include additional Free-Run Poultry Representations.

19. For example, the Acana website states: "Raised under the highest standards for animal care and food safety by people we know and trust, on family-run American farms, our free-run poultry and cage-free eggs are nourishing, natural, and antibiotic free."[3]

20. The website includes this image and text describing Champion's "free-run" chickens:

Our chicken is raised free-run by people we know and trust, like Todd of Clark Farms in Lexington, Kentucky. Free of artificial hormones and antibiotics, our chickens are sourced from federally inspected facilities, contain no preservatives, and are bursting with goodness and taste.

21. This farmer, whom Champion purportedly "knows and trusts" as Todd of Clark Farms, is actually Greg Hefton, a contract grower for Tyson Foods[4]—the largest poultry producer in the United States.[5]

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[3] *Free-Run Poultry and Cage-Free Eggs*, Acana, https://acana.com/en_US/acana-about-fresh_regional_ingredients-poultry.html (last visited Aug. 6, 2020).

[4] Champion Petfoods, *DogStar® Trusted Supplier: Tyson Chicken*, YouTube (Apr. 19, 2018), https://www.youtube.com/watch?v=MwtxA64W8vQ.

[5] Gary Thornton, *Top 10 US chicken producers grow in new directions*, WATTAgNet.com (Jan. 2019), https://www.wattagnet.com/articles/25893-top---us-chicken-producers-grow-in-new-directions.

22. Champion's Free-Run Poultry Representations mislead D.C. consumers to believe that the chickens used in the Products are raised in better, more humane conditions than typical chickens grown for meat.

23. Champion's Free-Run Poultry Representations also mislead D.C. consumers to believe that the birds have access to the outdoors.

24. The claim "free-run" for poultry raised for meat is not defined by any government regulation in the United States. Nevertheless, if the "free-run" claim were used on poultry products for human consumption, it would require approval by the United States Department of Agriculture's Food Safety and Inspection Service ("FSIS").[6] FSIS reviews animal-raising claims on meat and poultry product labels to verify that they are not false or misleading.

25. For poultry-product label claims synonymous with "free-range" (*e.g.*, "free roaming"), FSIS requires documentation that the birds had "continuous, free access to the outside throughout their normal growing cycle."[7]

26. To reasonable consumers, "free-run" is synonymous with "free-range."

27. Customer reviews of the Products reveal that consumers specifically believe that Champion's "Free-Run Poultry" is, in fact, "free-range."[8]

28. For example, one consumer on Amazon stated, "Free range chicken is the meat in this. . . ."[9]

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[6] USDA Food Safety and Inspection Service, *Labeling Guideline on Documentation Needed to Substantiate Animal Raising Claims for Label Submissions* (Dec. 2019), https://www.fsis.usda.gov/wps/wcm/connect/6fe3cd56-6809-4239-b7a2-bccb82a30588/RaisingClaims.pdf?MOD=AJPERES.

[7] *Id.* at 11.

[8] *See, e.g.*, chey44, *Chewy Customer Review*, Chewy (Aug 2, 2016), https://chewy.com/acana-heritage-free-run-poultry/product-reviews/121056?reviewSort=NEWEST&reviewFilter=ALL_STARS&pageNumber=25.

[9] A. Williams, *Amazon Customer Review*, Amazon (Feb. 28, 2020), https://www.amazon.com/gp/customer-reviews/R2XEQB9A30DXPP/ref=cm_cr_getr_d_rvw_ttl?ie=UTF8&ASIN=B0835BGQS2.

29. Thus, Champion's Free-Run Poultry Representations are intended to mislead D.C. consumers into believing that "free-run" poultry comes from birds who had free access to the outdoors and that were raised under conditions that significantly exceeded industrywide animal welfare standards. At a minimum, the Free-Run Poultry Representations tend to mislead D.C. consumers as to a fact that is material to them.

II. The Chickens Used in the Products Are Not "Free-Run"—They Are Raised Entirely Indoors in Crowded and Inhumane Conditions.

30. Contrary to Champion's representations that the poultry is "free-run" and "raised under the highest standards for animal care," the poultry that goes into Champion's products is from birds raised entirely indoors in the typical crowded and inhumane conditions of factory poultry farms.

31. Factory-farmed chickens, like those who become ingredients in Champion's products, are raised entirely indoors in large warehouse-like facilities. The birds never step foot outside.

32. These grow houses are generally large, windowless, rectangular buildings, hundreds of feet long, with litter- and manure-covered dirt floors.

33. Champion's suppliers, such as Tyson Foods, raise and kill chickens using a process that prioritizes cost efficiency and maximum output. The standards for this process are set by the National Chicken Council ("NCC"), the primary U.S. chicken industry trade association. The NCC's guidelines are set by industry members, such as Tyson. These guidelines serve as the bare minimum nationwide welfare standards for chickens raised for meat. Moreover, the NCC guidelines—which Tyson utilizes[10]—explicitly allow for practices that severely restrict birds'

[10] *Humane Handling*, Tyson Foods, https://www.tysonfoods.com/sustainability/animal-well-being/humane-handling (last visited June 25, 2020).

freedom of movement. For instance, NCC standards allow severely cramped conditions[11] and the manipulation of the growth rate of the birds to grow unnaturally and painfully large.[12]

34. Each chicken house holds approximately 20,000–25,000 birds at a time,[13] resulting in a maximum of 0.8 square feet of space per bird.

35. As chickens grow to market weight, the allotted space per bird does not give them enough room to perform natural behaviors, such as stretching and flapping their wings, preening, or turning around.[14]

36. Confined in barren, crowded sheds, chickens have no opportunity to explore, forage, roost, or form normal social groups. These conditions lead to abnormal behaviors, such as feather pecking and cannibalism.[15]

37. Conventionally raised commercial chickens, like those used in Champion's products, have been selectively bred for rapid growth to reach market weight. An average broiler chicken in 1920 reached 2.2 pounds in 16 weeks. In 2017, broilers used by Champion's suppliers could reach "6 to 8 pounds" at "less than 10 weeks old."[16]

38. The faster growth is a severe welfare problem, causing leg disorders, ruptured tendons, weakened immune systems, and other painful conditions. Several studies have shown, for

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[11] National Chicken Council, *NATIONAL CHICKEN COUNCIL ANIMAL WELFARE GUIDELINES AND AUDIT CHECKLIST FOR BROILERS*, (Feb. 2017), https://www.nationalchickencouncil.org/wpcontent/uploads/2018/07/NCC-Animal-Welfare-Guidelines_Broilers_July2018.pdf, at 12.

[12] ASPCA, *A Growing Problem: Selective Breeding in the Chicken Industry: The Case for Slower Growth*, https://www.aspca.org/sites/default/files/chix_white_paper_nov2015_lores.pdf (last visited Aug. 6, 2020).

[13] National Chicken Council: Chicken Check In, *Cage-Free: What Does Cage-Free Mean? Is It Better to Buy Cage-Free Chicken?*, https://www.chickencheck.in/faq/cage-free-chicken/ (last visited Aug. 6, 2020).

[14] Animal Welfare Institute, *The Welfare of Chickens Raised for Meat*, https://awionline.org/sites/default/files/uploads/legacy-uploads/documents/Web-WelfareofChickensRaisedforMeatfactsheet-1279568551-document-22539.pdf (last visited Aug. 6, 2020).

[15] The Humane Society of the United States, *An HSUS Report: The Welfare of Animals in the Turkey Industry*, https://www.humanesociety.org/sites/default/files/docs/hsus-report-turkey-welfare.pdf (last visited Aug. 6, 2020).

[16] *Investor Fact Book – Fiscal Year 2017*, Tyson Foods 19 (April 25, 2018), http://q4live.s22.clientfiles.s3-website-us-east-1.amazonaws.com/104708849/files/doc_factbook/Tyson-Foods-FY17-Fact-Book-(rev- 042518).pdf.

example, that the fast-growing Cobb breeds of chickens used by Champion's suppliers are prone to skeletal deformities and associated health conditions.[17]

39. According to University of Bristol professor emeritus John Webster, fast-growing "broiler" chickens, such as those used in the Products, spend the last 20% of their lives in chronic pain.[18] They do not move around much, because movement of their joints is too painful.[19]

40. Contrary to Champion's representations, the animals used in the Products are not "free run" or "raised under the highest standards for animal care," but instead are raised under minimal standards with no access to the outdoors.

41. Accordingly, Champion's Free-Run Poultry Representations are false and/or tend to mislead D.C. consumers about a material fact.

III. Champion's Representations Are Material to D.C. Consumers.

42. Champion's false and misleading representations are material to D.C. consumers.

43. Consumers care about animal welfare. Many consumers prefer and are willing to pay more for products that they believe come from humanely treated animals, as several consumer studies have documented.

44. A 2015 Consumer Reports survey found that consumers deem it important thatfood not be produced via standard factory-farm methods. For example, 84% of food shoppers said that it was "important" or "very important" to provide better living conditions for animals.[20]

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[17] *See, e.g.*, É. Gocsik et al., *Exploring the Economic Potential of Reducing Broiler Lameness*, 85 Brit. Poultry Sci. 337 (2017); I. Dinev et al., *Comparative Clinical and Morphological Studies on the Incidence of Tibial Dyschondroplasia as a Cause of Lameness in Three Commercial Lines of Broiler Chickens*, 21 J. Applied Poultry Research 637 (2012).

[18] James Erlichman, *The Meat Factory*, Guardian (Oct. 1991).

[19] *Id.*

[20] Consumer Reports Survey Group, *Natural and Antibiotics Label Survey: 2015 Nationally Representative Phone Survey*, https://foodpolitics.com/wp-content/uploads/Consumer-Reports-Natural-Food-Labels-Survey-Report.pdf.

45. According to a 2013 survey conducted by the American Humane Association, 89% of consumers were very concerned about farm animal welfare, and 74% stated that they were willing to pay more for humanely raised meat products.[21]

46. About three-quarters of respondents to a 2018 survey conducted for the National Chicken Council said they were concerned about how chickens are raised for meat.[22]

47. A 2018 study published in the journal *Animals* found that consumers are willing to pay more for chicken products from humanely treated birds and further notes that consumers are willing to pay more for "free-range" products.[23]

48. Food industry experts have identified that consumer preferences regarding human food products are increasingly "carrying over to pet foods."[24]

49. A 2017 survey found that "9 out of I0 Americans say it's important that the pet food they purchase provides transparency of ingredients."[25]

PARTIES

50. Defendant Champion Petfoods USA Inc. is incorporated in Delaware and has its headquarters and principal place of business in Kentucky.

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[21] Am. Humane Ass'n, *Humane Heartland Farm Animal Welfare Survey* (2013), https://www.americanhumane.org/app/uploads/2013/08/humane-heartland-farm-animals-survey-results.pdf.

[22] National Chicken Council, *US Chicken Consumption Report* (July 2018), http://www.wattagnet.com/ext/resources/Images-by-month-year/18_07/US-Chicken-Consumption_FINAL_Report_240718.pptx.

[23] C. Victor Spain et al., *Are They Buying It? United States Consumers' Changing Attitudes Toward More Humanely Raised Meat, Eggs, and Dairy*, 8 Animals 128 (2018).

[24] Jennifer Semple, *The "real" customer*, Food Business News (May 14, 2018) https://www.foodbusinessnews.net/articles/11818-the-real-customer. This trend has been identified by the marketing industry as the "humanization" of pet food. *The Humanization of Pet Food*, Nielsen (March 2016), https://www.nielsen.com/wp-content/uploads/sites/3/2019/04/humanization-of-pet-food-report-mar-2016-1.pdf.

[25] *9 of 10 pet owners want pet food ingredient transparency*, Pet Food Industry (April 10, 2017) https://www.petfoodindustry.com/articles/6390-of-10-pet-owners-want-pet-food-ingredient-transparency.

51. Defendant Champion Petfoods LP is a Canadian limited partnership with its headquarters and principal place of business in Alberta, Canada. Defendant Champion Petfoods LP wholly owns, operates, and/or controls Defendant Champion Petfoods USA Inc.

52. Collectively, Defendants produce, process, market, and distribute the Orijen and Acana brand pet food products.

53. The Products are available in a wide variety of pet food retail outlets, including stores in the District.

54. Plaintiff Organic Consumers Association ("OCA") is a 501(c)(3) nonprofit, public-interest organization whose mission is to promote truth in advertising, accurate food labeling, food safety, children's health, corporate accountability, and environmental sustainability.

55. OCA performs work throughout the United States, including in the District. Some of OCA's staff, including its political director, reside and work in or near the District. OCA has members who reside in the District, and has represented District consumers in a variety of actions.

56. OCA formed in 1998 in the wake of backlash by consumers against the U.S. Department of Agriculture's proposed national regulations for organic food. In its public education, network-building, and mobilization activities, OCA works with a broad range of public-interest organizations to challenge industrial agriculture and corporate globalization, and to inspire consumers to "Buy Local, Organic, and Fair Made." OCA focuses on promoting the views and interests of the United States' estimated 50 million organic and socially responsible consumers. Its media team provides background information, interview, and story ideas to media producers and journalists on a daily basis.

57. OCA represents and advances the rights and interests of consumers by educating consumers on food safety, industrial agriculture, genetic engineering, corporate accountability, and environmental sustainability issues.

JURISDICTION

58. This Court has personal jurisdiction over the parties in this case. Organic Consumers Association consents to this Court having personal jurisdiction over the organization.

59. This Court has personal jurisdiction over Champion because it has purposefully directed its conduct to the District and has availed itself of the benefits and protections of District of Columbia law.

60. Champion aims marketing at consumers within the District. Champion's internet advertising is accessible in the District. Champion's Orijen and Acana products can be, and are, purchased in the District by District consumers.

61. This Court has subject-matter jurisdiction over this action under the CPPA, D.C. Code § 28-3901, *et seq.*

CAUSE OF ACTION

Violations of the District of Columbia Consumer Protection Procedures Act

62. Organic Consumers Association incorporates by reference all the allegations of the preceding paragraphs of this Complaint.

63. OCA is a nonprofit, public-interest organization that brings these claims on behalf of the general public of D.C. consumers. *See* D.C. Code § 28-3905(k)(1)(D)(i).

64. Through §28-3905(k)(I)(D)(i), the CPPA explicitly allows a public-interest organization to stand in the shoes of a consumer to seek relief from any violation of the CPPA.

65. Champion is a "person" and a merchant that provides "goods" within the meaning of the CPPA. *See id.* § 28-390I(a)(1), (3), (7).

66. Champion has falsely and deceptively advertised and marketed the Products with representations that they contain "free-run" poultry raised "under the highest standards for animal care." In fact, Champion's poultry ingredients come from crowded and inhumane factory farm facilities that provide no outdoor access. Thus, Champion has violated the CPPA by "represent[ing] that goods . . . have a source . . . [or] characteristics . . . that they do not have"; "represent[ing] that goods . . . are of a particular standard, quality, grade, style, or model, if in fact they are of another"; "misrepresent[ing] as to a material fact which has a tendency to mislead"; "fail[ing] to state a material fact if such failure tends to mislead"; "us[ing] innuendo or ambiguity as to a material fact, which has a tendency to mislead"; and "advertis[ing] . . . goods . . . without the intent to sell them as advertised." *See id.* § 28-3904(a), (d), (e), (f), (f-I), (h).

JURY TRIAL DEMAND

67. Plaintiff Organic Consumers Association hereby demands a trial by jury.

PRAYER FOR RELIEF

Wherefore, Plaintiff Organic Consumers Association prays for judgment against Champion and requests the following relief:

a. A declaration that Champion's conduct is in violation of the CPPA;

b. An order enjoining Champion's conduct found to be in violation of the CPPA; and

c. An order granting Plaintiff costs and disbursements, including reasonable attorneys' fees and expert fees, and prejudgment interest at the maximum rate allowable by law.

RICHMAN LAW GROUP

Kim E. Richman (D.C. Bar No. 1022978)
Jay Shooster (*Pro Hac Vice forthcoming*)
8 W. 126th Street
New York, NY 10027
(718) 705-4579 (phone)
(718) 228-8522 (fax)
krichman@richmanlawgroup.com

Counsel for Plaintiff

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION
Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001
Telephone: (202) 879-1133 • Website: www.dccourts.gov

ORGANIC CONSUMERS ASSOCIATION
Vs. C.A. No. 2020 CA 003515 B
CHAMPION PETFOODS USA INC. et al

INITIAL ORDER AND ADDENDUM

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure ("Super. Ct. Civ. R.") 40-I, it is hereby **ORDERED** as follows:

(1) Effective this date, this case has assigned to the individual calendar designated below. All future filings in this case shall bear the calendar number and the judge's name beneath the case number in the caption. On filing any motion or paper related thereto, one copy (for the judge) must be delivered to the Clerk along with the original.

(2) Within 60 days of the filing of the complaint, plaintiff must file proof of serving on each defendant: copies of the summons, the complaint, and this Initial Order and Addendum. As to any defendant for whom such proof of service has not been filed, the Complaint will be dismissed without prejudice for want of prosecution unless the time for serving the defendant has been extended as provided in Super. Ct. Civ. R. 4(m).

(3) Within 21 days of service as described above, except as otherwise noted in Super. Ct. Civ. R. 12, each defendant must respond to the complaint by filing an answer or other responsive pleading. As to the defendant who has failed to respond, a default and judgment will be entered unless the time to respond has been extended as provided in Super. Ct. Civ. R. 55(a).

(4) At the time and place noted below, all counsel and unrepresented parties shall appear before the assigned judge at an initial scheduling and settlement conference to discuss the possibilities of settlement and to establish a schedule for the completion of all proceedings, including, normally, either mediation, case evaluation, or arbitration. Counsel shall discuss with their clients **prior** to the conference whether the clients are agreeable to binding or non-binding arbitration. **This order is the only notice that parties and counsel will receive concerning this Conference.**

(5) Upon advice that the date noted below is inconvenient for any party or counsel, the Quality Review Branch (202) 879-1750 may continue the Conference **once**, with the consent of all parties, to either of the two succeeding Fridays. Request must be made not less than seven business days before the scheduling conference date.
No other continuance of the conference will be granted except upon motion for good cause shown.

(6) Parties are responsible for obtaining and complying with all requirements of the General Order for Civil cases, each judge's Supplement to the General Order and the General Mediation Order. Copies of these orders are available in the Courtroom and on the Court's website http://www.dccourts.gov/.

Chief Judge Robert E. Morin

Case Assigned to: Judge JOSE M LOPEZ
Date: August 11, 2020
Initial Conference: 9:30 am, Friday, November 13, 2020
Location: Courtroom 212
500 Indiana Avenue N.W.
WASHINGTON, DC 20001

ADDENDUM TO INITIAL ORDER AFFECTING ALL MEDICAL MALPRACTICE CASES

In accordance with the Medical Malpractice Proceedings Act of 2006, D.C. Code § 16-2801, et seq. (2007 Winter Supp.), "[a]fter an action is filed in the court against a healthcare provider alleging medical malpractice, the court shall require the parties to enter into mediation, without discovery or, if all parties agree[,] with only limited discovery that will not interfere with the completion of mediation within 30 days of the Initial Scheduling and Settlement Conference ("ISSC"), prior to any further litigation in an effort to reach a settlement agreement. The early mediation schedule shall be included in the Scheduling Order following the ISSC. Unless all parties agree, the stay of discovery shall not be more than 30 days after the ISSC." D.C. Code § 16-2821.

To ensure compliance with this legislation, on or before the date of the ISSC, the Court will notify all attorneys and *pro se* parties of the date and time of the early mediation session and the name of the assigned mediator. Information about the early mediation date also is available over the internet at https://www:dccourts.gov/pa/. To facilitate this process, all counsel and *pro se* parties in every medical malpractice case are required to confer, jointly complete and sign an EARLY MEDIATION FORM, which must be filed no later than ten (10) calendar days prior to the ISSC. D.C. Code § 16-2825 Two separate Early Mediation Forms are available. Both forms may be obtained at www.dccourts.gov/medmalmediation. One form is to be used for early mediation with a mediator from the multi-door medical malpractice mediator roster; the second form is to be used for early mediation with a private mediator. Both forms also are available in the Multi-Door Dispute Resolution Office, Suite 2900, 410 E Street, N.W. Plaintiff's counsel is responsible for eFiling the form and is required to e-mail a courtesy copy to earlymedmal@dcsc.gov. *Pro se* Plaintiffs who elect not to eFile may file by hand in the Multi-Door Dispute Resolution Office.

A roster of medical malpractice mediators available through the Court's Multi-Door Dispute Resolution Division, with biographical information about each mediator, can be found at www.dccourts.gov/medmalmediation/mediatorprofiles. All individuals on the roster are judges or lawyers with at least 10 years of significant experience in medical malpractice litigation. D.C. Code § 16-2823(a). If the parties cannot agree on a mediator, the Court will appoint one. D.C. Code § 16-2823(b).

The following persons are required by statute to attend personally the Early Mediation Conference: (1) all parties; (2) for parties that are not individuals, a representative with settlement authority; (3) in cases involving an insurance company, a representative of the company with settlement authority; and (4) attorneys representing each party with primary responsibility for the case. D.C. Code § 16-2824.

No later than ten (10) days after the early mediation session has terminated, Plaintiff must eFile with the Court a report prepared by the mediator, including a private mediator, regarding: (1) attendance; (2) whether a settlement was reached; or, (3) if a settlement was not reached, any agreements to narrow the scope of the dispute, limit discovery, facilitate future settlement, hold another mediation session, or otherwise reduce the cost and time of trial preparation. D.C. Code§ 16-2826. Any Plaintiff who is *pro se* may elect to file the report by hand with the Civil Actions Branch. The forms to be used for early mediation reports are available at www.dccourts.gov/medmalmediation.

Chief Judge Robert E. Morin