

COUNTY OF ORANGEBURG

Victoria Lyman, individually and on behalf of all
others similarly situated

Plaintiff(s)

vs.

The Blue Buffalo Company Ltd.

Defendant(s)

CIVIL ACTION COVERSHEET

2015-CP - 38- 00755

Submitted By: Daniel W. Luginbill and J. Christopher
Wilson
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NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|--|---|--|
| Contracts
<input type="checkbox"/> Constructions (100)
<input type="checkbox"/> Debt Collection (110)
<input type="checkbox"/> Employment (120)
<input type="checkbox"/> General (130)
<input checked="" type="checkbox"/> Breach of Contract (140)
<input type="checkbox"/> Other (199) | Torts - Professional Malpractice
<input type="checkbox"/> Dental Malpractice (200)
<input type="checkbox"/> Legal Malpractice (210)
<input type="checkbox"/> Medical Malpractice (220)
Previous Notice of Intent Case #
20 -CP- -
<input type="checkbox"/> Notice/ File Med Mal (230)
<input type="checkbox"/> Other (299) | Torts - Personal Injury
<input type="checkbox"/> Assault/Slander/Libel (300)
<input type="checkbox"/> Conversion (310)
<input type="checkbox"/> Motor Vehicle Accident (320)
<input type="checkbox"/> Premises Liability (330)
<input type="checkbox"/> Products Liability (340)
<input type="checkbox"/> Personal Injury (350)
<input type="checkbox"/> Wrongful Death (360)
<input checked="" type="checkbox"/> Other (399) <i>Fraud
misrepresentation</i> | Real Property
<input type="checkbox"/> Claim & Delivery (400)
<input type="checkbox"/> Condemnation (410)
<input type="checkbox"/> Foreclosure (420)
<input type="checkbox"/> Mechanic's Lien (430)
<input type="checkbox"/> Partition (440)
<input type="checkbox"/> Possession (450)
<input type="checkbox"/> Building Code Violation (460)
<input type="checkbox"/> Other (499) |
| Inmate Petitions
<input type="checkbox"/> PCR (500)
<input type="checkbox"/> Mandamus (520)
<input type="checkbox"/> Habeas Corpus (530)
<input type="checkbox"/> Other (599) | Administrative Law/Relief
<input type="checkbox"/> Reinstate Drv. License (800)
<input type="checkbox"/> Judicial Review (810)
<input type="checkbox"/> Relief (820)
<input type="checkbox"/> Permanent Injunction (830)
<input type="checkbox"/> Forfeiture-Petition (840)
<input type="checkbox"/> Forfeiture-Consent Order (850)
<input type="checkbox"/> Other (899) | Judgments/Settlements
<input type="checkbox"/> Death Settlement (700)
<input type="checkbox"/> Foreign Judgment (710)
<input type="checkbox"/> Magistrate's Judgment (720)
<input type="checkbox"/> Minor Settlement (730)
<input type="checkbox"/> Transcript Judgment (740)
<input type="checkbox"/> Lis Pendens (750)
<input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)
<input type="checkbox"/> Confession of Judgment (770)
<input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)
<input type="checkbox"/> Other (799) | Appeals
<input type="checkbox"/> Arbitration (900)
<input type="checkbox"/> Magistrate-Civil (910)
<input type="checkbox"/> Magistrate-Criminal (920)
<input type="checkbox"/> Municipal (930)
<input type="checkbox"/> Probate Court (940)
<input type="checkbox"/> SCDOT (950)
<input type="checkbox"/> Worker's Comp (960)
<input type="checkbox"/> Zoning Board (970)
<input type="checkbox"/> Public Service Comm. (990)
<input type="checkbox"/> Employment Security Comm (991)
<input type="checkbox"/> Other (999) |
| Special/Complex /Other
<input type="checkbox"/> Environmental (600)
<input type="checkbox"/> Automobile Arb. (610)
<input type="checkbox"/> Medical (620)
<input type="checkbox"/> Other (699) | <input type="checkbox"/> Pharmaceuticals (630)
<input checked="" type="checkbox"/> Unfair Trade Practices (640)
<input type="checkbox"/> Out-of State Depositions (650)
<input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)
<input type="checkbox"/> Sexual Predator (510) | | |

Submitting Party Signature: _____

Date: 06/22/2015

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

IN THE COURT OF COMMON
PLEAS

C. A. NO: 2015-CP-38-00755

Victoria Lyman, individually and on behalf of
all others similarly situated

Plaintiff(s),

vs.

**JURY TRIAL DEMANDED
SUMMONS**

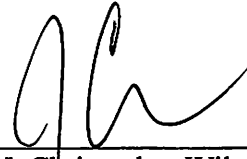
The Blue Buffalo Company Ltd.
Defendant(s)

TO: DEFENDANT NAMED ABOVE

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the Plaintiff or her attorney(s), WILSON & LUGINBILL, LLC at 3056 Railroad Avenue, P. O. Box 1150, Bamberg, South Carolina, 29003, or McGOWAN HOOD & FELDER, LLC, 1539 Health Care Drive, Rock Hill, SC 29732, within thirty (30) days after service hereof, exclusive of the day of such service; and, if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

June 22, 2015
Bamberg, South Carolina


By:


J. Christopher Wilson
Daniel W. Luginbill
Wilson & Luginbill, LLC
P. O. Box 1150
Bamberg, SC 29003
Telephone: (803) 245-7799
Fax: (803) 245-0037

2015 JUN 22 A 11:43

FILED
WILLIAM B. CLARK
CLERK OF COURT
ORANGEBURG, SC

- AND -


Robert V. Phillips
McGowan Hood & Felder, LLC
1539 Health Care Drive
Rock Hill, SC 29732
(803) 328-7800 Telephone
(803) 328-5656 Facsimile
rphillips@mcgowanhood.com

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT
C. A. NO: 2015-CP-38- 00755

Victoria Lyman, individually and on behalf
of all others similarly situated,

Plaintiffs,

COMPLAINT
(Jury Trial Requested)

vs.

The Blue Buffalo Company Ltd.,
Defendant(s)

2015 JUN 22 A 11:43

FILED
WINNIE D. CLARK
CLERK OF COURT
ORANGEBURG, SC



CLASS ACTION COMPLAINT

The Plaintiff, on behalf of herself and all others similarly situated, complaining of
the Defendant herein, would respectfully show unto the Court as follows:

PARTIES

1. The Plaintiff Victoria Lyman is a citizen and resident of Bamberg County, South Carolina.
2. The Defendant, The Blue Buffalo Company Ltd., is a corporation existing pursuant to the laws of a state other than South Carolina and having its principal place of business in a state other than South Carolina.

INTRODUCTION

3. This is a class action on behalf of all persons and entities statewide in the State of South Carolina who purchased Defendant's pet food.

4. At all relevant times, Defendant has engaged in a widespread marketing campaign to mislead consumers about the nature of its pet food.

5. Defendant's pet food is marketed, advertised, and sold by Defendant with material misrepresentations regarding the ingredients present in its products.

6. The most important misrepresentation at issue, which is emphasized heavily in Defendant's marketing and advertising, is a false claim that Defendant's pet food contains "No Chicken/Poultry By-Product Meals."

7. Other misrepresentations at issue include false claims that Defendant's pet food contains no corn, no other grains, and no artificial preservatives, and that Defendant's pet food contains superior nutrition as compared to those of competitor products.

8. Defendant's misrepresentations regarding the ingredients present in its products are prominently displayed and promoted on Defendant's website, on product packaging, in advertisements, and in other like promotional materials.

9. Defendant's representation of the ingredients in its pet food are false, deceptive, misleading and materially incorrect because Defendant's pet food does contain significant amounts of chicken/poultry by-product meals, corn, other grains, and artificial preservatives, and does not have any superior nutritional value as compared to competitor products.

10. By advertising and selling the pet food with false claims to consumers regarding its ingredients, Defendant has violated the common law of this state, various statutes of this State, including but not limited to The South Carolina Unfair

Trade Practices Act (UTPA), S.C. Code Ann. § 39-5-10 and Defendant's deceptive conduct has resulted in Defendant becoming unjustly enriched to the detriment of the Plaintiff and the Class.

JURISDICTION AND VENUE

11. This action arises out of the sale of "premium" pet food by the Defendant to the Plaintiff and class members, and all others similarly situated.

12. This Court has jurisdiction over the subject matter of this action in that the Plaintiff is not claiming more than \$5,000,000 in total damages and no single class plaintiff has damages of more than \$75,000.

13. Venue is proper in that the Plaintiff is a citizen of the State of South Carolina and at least some of the liability forming conduct on behalf of the Defendant occurred within Orangeburg County.

FACTS

14. Defendant sells pet food for household pets, and has worked to build a brand targeted at ingredient-conscious pet owners. The ingredients present in pet food are an important characteristic to consumers including the Plaintiff and the Class.

15. On numerous occasions within the last year (2014), Plaintiff purchased in Orangeburg County at a pet supply store Defendant's pet food products including but not limited to, Defendant's "BLUE Buffalo® Life Protection Formula Adult Dog Food" in several different "flavors" including but not limited to the chicken recipes.

16. Plaintiff's purchases of Defendant's products occurred in Orangeburg County, South Carolina. Plaintiff made these purchases for personal, family or household purposes, namely her family pets which reside in her household.

17. Plaintiff viewed and relied on Defendant's misrepresentations regarding the ingredients in its pet food when making her purchases. This reliance was to Plaintiff's detriment, and she would not have purchased Defendant's pet food had she known the actual ingredients present in Defendant's pet food.

18. Defendant's product promotion strategy for its pet food is centered on its ingredient claims and promises, and the value of its brand is dependent on such claims. Defendant's nutritional and ingredient claims are prominently displayed, promoted and emphasized on Defendant's website, on product packaging, in television and print advertisements, and in other like marketing and promotional materials. These ingredient representations include claims that Defendant's pet food contains "No Chicken/Poultry By-Product Meals," as well as claims that Defendant's pet food contains no corn, no other grains, and no artificial preservatives, and that Defendant's pet food contains superior nutrition as compared to those of competitor products.

19. Multiple investigations have revealed Defendant's claims are false.

20. In fact, one investigation discovered substantial amounts of poultry by-products and meals in Defendant's pet food, despite Defendant's advertisements and representations that the pet food contained "No chicken/poultry by-products meals."

21. Defendant's representations of the ingredients and nutritional value in its pet food are false, deceptive, misleading and materially incorrect.

22. Defendant charges a substantial price premium for its pet foods compared to competitors based on Defendant's false ingredient and nutritional claims. Consumers have relied on Defendant's false ingredient and nutritional claims in making decisions to purchase Defendant's pet food.

23. As a direct and proximate result of Defendant's deceptive conduct and/or unfair practices, Plaintiff and Class members suffered actual damages and/or economic losses.

24. The conduct of Defendant was malicious, corrupt, and intentional and/or reckless to a degree sufficient to support an award of punitive damages against Defendant.

CLASS ALLEGATIONS

25. Plaintiff brings all claims as an individual and as representative of a Class of persons, pursuant to Rule 23 of the South Carolina Rules of Civil Procedure, who are persons and consumers in South Carolina who purchased Defendant's pet food (hereinafter the "class").

26. Plaintiff seeks certification of a class action for the class for all counts, except those counts based on the S.C. Unfair Trade Practices Act, 39-5-10, *et seq.*

27. Excluded from the Class are: Defendant's legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the Class period has had, a controlling interest in The Blue Buffalo Company, Ltd.; the Judge to whom this case is assigned and any member of the Judge's immediate family; and all those who validly and timely opt-out of the certified Class.

28. Numerosity: The persons in the Class identified above are so numerous that joinder of all members is impracticable. Although the precise number of such persons is unknown, the information on which that number is calculated is presently within the sole control of the Defendant. Upon information and belief, there are thousands of Class Members based upon the fact that the pet food is sold in several retail

outlets in South Carolina, including but not limited to PetCo which has stores throughout South Carolina in at least the following cities: Bluffton, Charleston, Florence, Greenville, Greenwood, Mt. Pleasant, Myrtle Beach, North Charleston, North Myrtle Beach, Simpsonville, Spartanburg and Sumter as well as PetSmart, Inc., which operates stores throughout South Carolina in at least the following cities: Aiken, Anderson, Beaufort/Hilton Head, Easley, Florence, Greenville, Lexington, Mt. Pleasant, Myrtle Beach, North Charleston, Charleston, North Myrtle Beach, Rock Hill, Seneca, Simpsonville, Spartanburg, Summerville and Taylors.

29. Commonality: There are numerous questions of law and fact common to the Class that predominates over any questions affecting only individual members. The questions of law and fact common to the Class that predominate over any question solely affecting individual members of the Class include, but are not limited to whether:

- a) Defendant has made representations about the pet food's ingredients, and/or its quality, features, characteristics or effects that are untrue, false, inaccurate, or deceptive;
- b) Defendant's conduct constitutes deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of a material fact in connection with the sale or advertisement of the pet food;
- c) Defendant's conduct was unfair and/or deceptive;
- d) Defendant violated the SC UTPA, 39-5-10, *et seq*;
- e) Defendant's conduct was unjust;

f) Plaintiff and Class members have been damaged by Defendant's conduct; and,

g) As a result of Defendant's conduct, Plaintiff and Class members are entitled to damages, restitution, equitable relief, or other relief.

30. Typicality: Plaintiff's claims are typical of the claims of Class members, as all Class members were and are similarly affected by Defendant's wrongful conduct in violation of the laws set forth in the causes of action in the Counts herein.

31. Adequacy: Plaintiff will fairly and adequately represent and protect the interests of the Class. Plaintiff understands her duties as Class Representative. Plaintiff possesses the requisite knowledge, commitment, and understanding to pursue the case in the best interest of the Class. Plaintiff has retained counsel with experience in class action litigation. Plaintiff's interests are aligned with those of the Class.

32. Superiority: A class action is superior to other available methods for their fair and efficient adjudication of the controversy, because members of the Class number in the thousands and individual joinder is impracticable. The expenses and burden of individual litigation would make it impracticable or impossible for proposed members of the Class to prosecute their claims individually. Trial of Plaintiff's claims is manageable.

33. The amount of in controversy for each class member exceeds One Hundred Dollars (\$100.00) and is less than or equal to Seventy Four Thousand, Nine Hundred (\$74,900) Dollars.

34. Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief or corresponding declaratory relief appropriate with respect to the Class as a whole.

35. Unless a class is certified, Defendants will retain monies received as a result of its unlawful conduct. Unless a class-wide injunction is issued, Defendant will continue to violate South Carolina law resulting in harm to the Class.

**FOR A FIRST CAUSE OF ACTION ON BEHALF OF THE
PLAINTIFF AND ALL OTHERS SIMILARLY SITUATED
(Fraud & Misrepresentation)**

36. The above paragraphs are incorporated as if repeated verbatim herein.

37. Defendant made representations, both through its advertising and other methods that its pet food was of a certain quality, did not contain certain products and other claims of superiority.

38. The representations were false.

39. These representations were material to the sale and purchase of Defendant's pet food.

40. Defendant was knowledgeable of the falsity of these statements or made these statements with reckless disregard of the truth or falsity.

41. Defendants clearly intended for Plaintiffs to act upon these representations.

42. Plaintiffs justifiably relied on these statements without knowledge of their falsity and literally had no way to ascertain the true ingredients in the pet food and could only rely upon the claims of the Defendant as to its content.

43. Plaintiffs in fact relied on the truth of these statements.

44. As ordinary pet food shoppers/consumers Plaintiffs had a right to rely on these statements.

45. Plaintiffs were damaged by these statements, as they did not get the

premium pet food they paid for.

46. Plaintiffs are entitled to and pray for an award of damages against Defendant, both actual, in an amount necessary to compensate Plaintiffs fully for all losses suffered herein, and punitive, in an amount sufficient to impress upon the Defendant the seriousness of its conduct and to deter such similar conduct in the future.

**FOR A SECOND CAUSE OF ACTION ON BEHALF OF THE
PLAINTIFF AND ALL OTHERS SIMILARLY SITUATED
(Negligent Misrepresentation)**

47. The above paragraphs are incorporated as if repeated verbatim herein.

48. Defendant made false representations as stated above about their pet food relating to its quality, content, etc.

49. Defendant had a pecuniary interest in these false representations in that said representation enabled Defendants to sell a lesser/cheaper product at a higher price.

50. Defendant owed a duty to Plaintiff and the class, who were purchasers of Defendant's pet food, to see that truthful information was communicated.

51. Defendant breached that duty by failing to exercise due care.

52. Plaintiff and the class reasonably and justifiably relied on the misrepresentation.

53. Plaintiff and the class suffered damage as a direct and proximate result of the Defendant's misrepresentation.

54. Plaintiff and the class are entitled to and pray for an award of damages against the Defendant, both actual, in an amount necessary to compensate Plaintiff and the class fully for all losses suffered herein, and punitive, in an amount sufficient to impress upon the Defendant the seriousness of its conduct and to deter such similar

conduct in the future.

**FOR A THIRD CAUSE OF ACTION ON BEHALF OF THE
PLAINTIFF AND ALL OTHERS SIMILARLY SITUATED
(Unfair Trade Practices)**

55. Plaintiff incorporates by reference the allegations of the previous paragraphs as if set forth in their entirety.

56. By its conduct, the Defendant has violated South Carolina's Unfair Trade Practices Act, 39-5-10, *et seq.*

57. The conduct alleged above constitutes unfair methods of competition and unfair or deceptive practices in violation of South Carolina's Unfair Trade Practices Act.

58. The actions of Defendant are capable of repetition and as such have an effect upon the general public.

59. Plaintiff is entitled to and pray for an award of damages against the Defendant, both actual, in an amount necessary to compensate the Plaintiff fully for all losses suffered herein, trebled, plus counsel fees, in accordance with the Unfair Trade Practices Act.

**FOR A FOURTH CAUSE OF ACTION ON BEHALF OF THE
PLAINTIFF AND ALL OTHERS SIMILARLY SITUATED
(Unjust Enrichment/Equity)**

60. Plaintiff incorporates by reference the allegations of the previous paragraphs as if set forth in their entirety.

61. Plaintiff and the Class members conferred upon Defendant benefits that were non-gratuitous and constitute unjust takings.

62. Defendant accepted or retained the benefits conferred by Plaintiff and Class despite Defendant's deceptive advertising, material misrepresentations,

omissions of material fact and/or fraudulent conduct with regard to the ingredients in, and quality of, the pet food.

63. Retaining the benefits conferred upon Defendant by Plaintiff and Class under these circumstances makes Defendant's retention of the benefits unjust and inequitable.

64. As a result of the foregoing, Plaintiff and Class have suffered damages, as set forth more fully above.

65. Because Defendant's retention of the benefits conferred by Plaintiff and Class is unjust and inequitable, Defendant must pay restitution in a manner established by the Court.

**FOR A FIFTH CAUSE OF ACTION ON BEHALF OF THE
PLAINTIFF AND ALL OTHERS SIMILARLY SITUATED
(Negligence/Recklessness)**

66. Plaintiff incorporates by reference the allegations of the previous paragraphs as if set forth in their entirety.

67. Defendant had a duty to act in a manner in compliance with the laws of this state with respect to the selling of its "premium" pet food.

68. Defendant had a duty to ensure its pet food was produced and sold in a manner that was consistent with its advertising/labels/representations/etc., and/or Defendant had a duty to advertise and make representations of the content and nature of its pet food that was consistent with the pet food's actual quality and content.

69. Defendant knew, or should have known, that its representations were not consistent with the actual quality and content of its pet food and this created an unreasonable risk of harm and other pecuniary losses to others.

70. Defendant was negligent, grossly negligent and/or reckless in at least one of the following particulars:

- a. a failure to make its advertising and other representations about the content and quality of its pet food consistent with the actual content and quality of its pet food;
- b. a failure to make its pet food consistent with its representations and advertising about the quality and content of its pet food; and,
- c. in any such other particulars that are determined through the course of discovery or the trial in this matter.

71. As a direct and proximate result of Defendant's acts and/or omissions, Plaintiff and the class suffered the following damages, including but not limited to:

- a. the difference in price in Defendant's "premium price" for premium pet food and the price of "lesser" or cheaper pet food consistent with the actual quality and content of the pet food Defendant actually sold for each and every bag sold to Plaintiff and the class; and,
- b. any other damages that may be determined through the course of discovery or the trial in this matter.

**FOR A SIXTH CAUSE OF ACTION ON BEHALF OF THE
PLAINTIFF AND ALL OTHERS SIMILARLY SITUATED
(Breach of Contract- Implied/Quasi)**

72. Plaintiff incorporates by reference the allegations of the previous paragraphs as if set forth in their entirety.

73. Defendant and Plaintiff and the class had a contract, implied contract and/or quasi-contract whereby Defendant would sell premium quality pet food that it claimed did not contain cheap/cheaper quality ingredients and Plaintiff and the class agreed to pay a premium price for the higher quality/premium pet food.

74. Defendant failed to sell the Plaintiff and the class this higher quality/premium pet food and thus breached its duty to perform its obligations under the contract.

75. Plaintiff and the class performed its obligation and did in fact pay the premium price for the "premium" pet food.

76. As a direct and proximate result of Defendant's breach, Plaintiff and the class suffered damages and identified above.

**FOR A SEVENTH CAUSE OF ACTION ON BEHALF OF THE
PLAINTIFF AND ALL OTHERS SIMILARLY SITUATED
(Breach of Contract- Implied/Quasi Accompanied by a Fraudulent Act)**

77. Plaintiff incorporates by reference the allegations of the previous paragraphs as if set forth in their entirety.

78. Defendant breached the contract as spelled out just above.

79. Defendant had a fraudulent intent to breach its contract as it knew what it was claiming about the quality and content of its pet food, yet sold this premium priced pet food with a quality and content that did not match its asserted claims.

80. Defendant's fraudulent acts as outlined above were characterized by dishonesty in fact, unfair dealing and/or unlawful appropriation of the Plaintiff and the Class' money when the Plaintiff and the Class thought they were purchasing premium quality pet food and were paying premium prices all the while Defendant knew this was

not true and profited as a result of its false, dishonest and fraudulent statements about the quality and content of its pet food.

81. As a direct and proximate result of Defendant's conduct, Plaintiff and the class were damaged as is more fully set forth in this Complaint.

**FOR AN EIGHTH CAUSE OF ACTION ON BEHALF OF THE
PLAINTIFF AND ALL OTHERS SIMILARLY SITUATED
(Injunctive Relief)**

82. Plaintiff incorporates by reference the allegations of the previous paragraphs as if set forth in their entirety.

83. Defendant's practice of selling "lesser quality" or "cheaper" pet food at "premium" pet food prices while claiming the content and quality are not what it is knowingly selling, constitutes an on-going harm and other unlawful conduct, including but not limited to, breach of contract between the Defendants and each class member, including the Plaintiff.


84. Plaintiff and the class members are harmed by this practice when they get less than what they have paid for.

85. Defendant should be enjoined from continuing this practice, and ordered to sell pet food as promised and/or claimed, or in the alternative prevented from selling pet food at all that does not contain the quality and/or ingredients as claimed.

WHEREFORE, Plaintiff, on behalf of herself and as representative of a class of persons similarly situated, prays for an award from the Defendant as to each cause of action in an amount to be shown at trial, sufficient to compensate Plaintiff and the class members for losses and damages incurred, and those losses and damages that they will incur in the future.

In addition, Plaintiff prays for compensatory and punitive damages in an amount to be determined by the jury, interest, and her court costs and reasonable attorneys' fees incurred in prosecuting this action, along with any other relief the Court deems just and proper. Plaintiff also prays that the Defendant be enjoined from acting as outlined above and/or continuing to breach the contracts in issue as described above, and that Defendant be ordered to sell pet food as claimed or prevented from selling any pet food that is not as claimed.

MCGOWAN HOOD & FELDER, LLC



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Attorneys for Plaintiff

Bamberg, South Carolina
June 22, 2015

Common Pleas
Clerk : Winnifa Clark
1406 Amelia
Orangeburg, SC 29116
(803) 533-6219

Received From:	Luginbill, Daniel W. PO Box 1150 Bamberg, SC 29003	Date: 6/22/2015 Receipt #: 33776 Clerk: c38rschroc
Paying for:	Lyman, Victoria	
Transaction Type:	Payment	Reference #: CK#10154
Payment Type:	Check \$150.00	Comment: Non-Refundable
Total Paid:	\$150.00	

Total Received:	<u>\$150.00</u>
Change Due:	\$0.00

Case #	Caption	Previous Balance	Amount Paid	Balance Due	S/T
2015CP3800755	Victoria Lyman VS Blue Buffalo Company Ltd.	\$150.00	\$150.00	\$0.00	140

Total Cases:	1	\$150.00	\$150.00	\$0.00
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