

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT INDEPENDENCE**

<b>MICHAEL E. TAYLOR, DAWN R.</b>	)	
<b>FORTNER, and CATHERINE</b>	)	
<b>GEMKOW, on behalf of themselves and</b>	)	
<b>all others similarly situated,</b>	)	
	)	<b>Case No. 1616-CV11531</b>
<b>Plaintiffs,</b>	)	
	)	<b>Division No. 16</b>
<b>v.</b>	)	
	)	
<b>DYNAMIC PET PRODUCTS, LLC and</b>	)	
<b>FRICK’S MEAT PRODUCTS, INC.,</b>	)	
	)	
<b>Defendants.</b>	)	

**FIRST AMENDED CLASS ACTION PETITION**

Plaintiffs Michael E. Taylor (“Plaintiff Taylor”), Dawn R. Fortner (“Plaintiff Fortner”), and Catherine Gemkow (“Plaintiff Gemkow”) (collectively, “Plaintiffs”), on behalf of themselves and all other similarly situated consumers in the United States, for their First Amended Class Action Petition against Defendant Dynamic Pet Products and Defendant Frick’s Meat Products, Inc. (collectively, “Defendants”), and Plaintiffs Fortner and Gemkow, for their individual claims against Defendants, state and allege as follows:

**Nature of the Action**

1. This lawsuit arises out of Defendants’ false and deceptive marketing of their Real Ham Bone For Dogs product. In an effort to profit from waste produced by slaughterhouses and meat processors, Defendant Frick’s Meat Products, Inc. (“Frick’s”) or its principals created Defendant Dynamic Pet Products, LLC (“Dynamic”) to sell waste ham bones to pet owners. Dynamic, a wholly-owned subsidiary of Frick’s, processes, markets and sells The Real Ham Bone For Dogs. Defendants sell The Real Ham Bone For Dogs to consumers in the United States through Dynamic’s web site and retail stores. Each product label explicitly describes the

bone as a chew product “For Dogs.” Defendants represent in their advertising and marketing materials that the Real Ham Bone For Dogs is a safe and appropriate product for dogs. These representations are false and misleading because the product is extremely hazardous to dogs. When chewed, the product easily splits into needle-like shards that cause severe internal injuries. In addition, the product contains bacterial toxins that cause illness and death in affected dogs.

2. Plaintiffs and all consumers in the United States who have purchased the misrepresented product have been deprived of the benefit of their bargain because the product as sold is worth less than the product as advertised. Each purchaser has suffered ascertainable economic injury in the transaction for Defendants’ misrepresented product.

3. Defendants’ conduct in selling the misrepresented Real Ham Bone For Dogs violates the Missouri Merchandising Practices Act (“MMPA”), Mo. Rev. Stat. § 407.010 *et seq.*, which prohibits “deception, fraud, . . . false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise . . . in or from the State of Missouri,” and authorizes Plaintiffs to bring a class action when such unlawful practices have “caused similar injury to numerous other persons.” Mo. Rev. Stat. §§ 407.020.1, 407.025.2. In accordance with the MMPA, Plaintiffs seek certification of a class of all persons in the United States who have purchased the misrepresented Real Ham Bone For Dogs at any time other than for purposes of resale from January 1, 2011 to the present or who suffered pet injury/property damage from use of the Real Ham Bone For Dogs from January 1, 2011 to the present.

4. On behalf of themselves and the class members, Plaintiffs seek actual damages, punitive damages, pre-judgment and post-judgment interest, and reasonable attorneys’ fees and costs on their claim under the MMPA in Count I of this First Amended Class Action Petition.

5. Plaintiffs Fortner and Gemkow also assert claims in their individual capacity for which they seek actual damages, punitive damages, pre-judgment interest, and reasonable attorneys' fees and costs, provided, however, that Plaintiff Gemkow does not seek damages in excess of \$75,000.00, exclusive of interest and costs, on her individual claims in this action.

### **The Parties**

6. Plaintiff Taylor is a Missouri citizen and resides in Independence, Missouri. He purchased Defendants' Real Ham Bone For Dogs products from Cash Savers grocery store in Independence, Missouri for personal, family and household purposes. Due to the above-described hazards associated with consumption of the products, they were not worth the price he paid for them.

7. Plaintiff Fortner is a Missouri citizen and resides in Monroe City, Missouri. She purchased Defendants' Real Ham Bone For Dogs products for her dogs for personal, family and household purposes. Plaintiff Fortner's dog that chewed on the product suffered a severe and debilitating illness as a result of consuming Defendants' product. Due to the above-described hazards associated with consumption of the products, they were not worth the price she paid for them.

8. Plaintiff Gemkow is a Washington citizen and resides in Stanwood, Washington. She purchased Real Ham Bone For Dogs products for her three dogs, all of whom suffered severe, debilitating or fatal illnesses as a result of consuming Defendants' products. Furthermore, due to the above-described hazards associated with consumption of the products, they were not worth the price she paid for them.

9. Defendant Frick's is a Missouri corporation with its principal place of business and headquarters located in Washington, Missouri. Frick's supplies waste ham bones to Dynamic for the purpose of selling them to the public to be given to dogs after processing and packaging.

10. Defendant Dynamic is a Missouri limited liability company and wholly-owned subsidiary of Frick's, also with its principal place of business and headquarters in Washington, Missouri. Dynamic is engaged in the business of marketing and selling pet products, including Real Ham Bone For Dogs, throughout the United States via retail stores and its website, and it advertises those products through various means, including on its website and through on-product packaging and labeling. Dynamic holds itself out to the public as a manufacturer and processor of high-quality pet products.

11. Frick's and Dynamic are alter egos of one another and operate as a single business enterprise for the production, marketing and sale of the Real Ham Bone For Dogs. Frick's and Dynamic share the same ownership, management and headquarters facilities. Real Ham Bones For Dogs products are manufactured and packaged for sale at Frick's facility, under the direction of David Frick, one of the owners of Frick's. David Frick exercises supervision and control over the operations of Dynamic, including the packaging and marketing of the Real Ham Bone For Dogs product. The Frick's family member who directs marketing for Frick's also directs marketing for Dynamic.

12. Frick's and Dynamic work in concert to profit from the processing, manufacture and sale of Real Ham Bone For Dogs products to dog owners as safe and appropriate chew toys for dogs, when they are not safe but are extremely hazardous.

### **Jurisdiction and Venue**

13. Defendants are registered with the Missouri Secretary of State to transact business in the State of Missouri, and both entities are Missouri corporations that maintain their principal place of business in the State of Missouri. Defendants maintain a registered agent for service of process in the State of Missouri. Personal jurisdiction is proper in this Court pursuant to Mo. Rev. Stat. § 506.500 and Missouri Supreme Court Rule 54.13.

14. Venue is proper in this Court pursuant to Mo. Rev. Stat. §§ 407.025.1 and 508.010 because Plaintiff Taylor purchased Real Ham Bone For Dogs products in Jackson County, Missouri. Venue is proper in the eastern portion of the Jackson County Circuit Court located in Independence, Missouri, as defined by Mo. Rev. Stat. § 478.461.1, because that is the portion of the jurisdiction in which Plaintiff Taylor resides and in which he purchased the Real Ham Bone For Dogs products.

### **Factual Allegations**

15. Dynamic has sold the Real Ham Bone For Dogs product since 2001. This product is Dynamic's "number one seller." Together with Frick's, Dynamic has sold many ham bones to consumers in the United States through retailers such as Wal-Mart, Sam's Club, Dollar General and Cash Savers and through Dynamic's web site.

16. In order to profit from waste material generated by meat processing operations, Frick's (or its principals) created Dynamic to sell waste pig bones to the public as appropriate and safe for dogs.

17. Defendants represent to consumers in the United States that these waste pig bones are appropriate and safe for dogs by stating on the product label that their Real Ham Bone For Dogs are meant "to be chewed" and are "for dogs."

18. Contrary to Defendants' representations, Real Ham Bone For Dogs products are neither safe nor appropriate for canine chewing or consumption.

19. The Real Ham Bone For Dogs is an 8" pig femur allegedly brined, smoked and baked in an oven for approximately 8 hours at 130 to 150 degrees Celsius. This smoking and baking process dries out the bone and increases its brittleness. When it is chewed, the bone is prone to splinter into needle-like shards. When they are swallowed, these shards irritate and may infect and puncture the dog's intestinal tract, causing severe internal injuries. As a result of

consuming this product, numerous dogs have experienced vomiting, diarrhea, seizures, internal bleeding, infection and death.

20. Plaintiff Taylor purchased a Real Ham Bone For Dogs from a Cash Savers grocery store in Independence, Missouri on approximately five occasions beginning in approximately January 2016 and continuing to approximately April 2016. He gave the product to his dog, Shadow, on each of these five occasions. Had he known the truth about this product, he would not have purchased it or given it to his dog.

21. Plaintiff Fortner purchased two Real Ham Bones For Dogs on or about December 22, 2015 from a Walmart store in Hannibal, Missouri. Had she known the truth about this product, she would not have purchased it or given it to her dogs. On the evening of Christmas Eve, December 24, 2015, she gave the bones to her dogs, Dakotah Rayne and Trulee, to chew. Dakotah Rayne chewed on the bone he was given, but Trulee did not because the bone was too big for her. Early the next morning (Christmas Day, December 25, 2015), Dakotah Rayne was found to be very ill, vomiting blood, extremely lethargic, with bloody diarrhea and a high fever. He underwent emergency surgery to save his life on December 25, 2015, to remove shards of bone from his gastro-intestinal tract.

22. Plaintiff Gemkow purchased three Real Ham Bones For Dogs on September 7, 2015 at a Wal-Mart in Stanwood, Washington. Had she known the truth about this product, she would not have purchased these products or given them to her dogs. On the evening of September 7, 2015, she gave them to her dogs, Shorty, Jo and Lucy. The following morning, all three dogs were ill. As a result of consuming Defendants' product, Shorty died on Tuesday, September 8, 2015, at the age of four years ten months. Jo underwent emergency surgery on September 8, 2015 to remove bone shards from her gastro-intestinal tract. Lucy also became ill

but experienced less severe symptoms because she did not consume as much of the product as did the other dogs.

23. Defendants have known for many years that the Real Ham Bone For Dog product was harmful to dogs. Since at least 2006, consumers have complained directly to Dynamic and posted complaints in on-line forums after their pets became ill or died from chewing on Defendants' ham bone product. Examples of these complaints are set forth below:

- In March 2016, a dog owner reported: "I have 3 dogs: an 8 y/o Bichon Frise/Poodle, 3 y/o German Shepherd, and 2 1/2 y/o black lab. Each got a pork bone from Walmart. I noticed the bones fell apart quickly. Around 2 am, my 8 y/o, Sugar, was violently ill. She was vomiting, urinating, and defecating in the house. She was violently shaking and withdrew from the family. My daughter and I took her to the vet. Turns out a large shard of bone was stuck in the valve between her small intestine and large intestine. She couldn't pass it. It caused her intestines to become inflamed, as well as her liver. She went into surgery and they were able to remove the shard. They also found a bunch of small pieces but said that she would pass those. It cost over \$3,000 for the surgery for a \$5 bone. I [implore] you. Do not buy this bone from this company. IT IS HORRIBLE. My poor dog is still at the vet and won't be able to come home until tomorrow or the next day."
- Another dog owner commented in January 2016: "Unfortunately I purchased this 'Real Ham Bone' by Dynamic Pet Products which caused serious health problems similar to everyone on here for my 10 pound Maltese named 'Sofia.' Ten hours later I was faced with her screaming in pain, vomiting and bleeding from the rectum when trying to go to the bathroom. I immediately took her to her vet who gave her an Xray, an enema and basically telling me to watch her through the night. 1 hour later I was taking her to an emergency hospital called VSC who were wonderful. After almost losing my precious companion and feeling helpless I now am reading these comment[s] on this deadly bone.

"Needless to say after almost losing my Sofia, watching her suffer and paying a huge amount of money to save her life I do not understand how this company refuses to take this product off the market and I refuse to shop in Walmart because of them still selling the product. This is a disgrace! The vet at the hospital told me he sees this all the time! Do not give your dog any kind of bones!! If anyone has any information on this company or is taking this further please let me know.

"Dynamic Pet Products sells a product called 'real ham bone' that is a femur from a pig. It's along side all the other safe pet products at my local grocery

store. There is a warning on the label that is vague and leads you to believe that their product is safe if you give it to your dog sparingly and adds they should drink lots of water. You are also not to let the bone splinter.

“My dog chewed on it over 5 days, with me giving it to him at night for short periods of time, and chewed through one of the heads of the femur. This is roughly less than 1/4 of the bone over 5 days. There has been no splintering. We woke up to him vomiting displaying uncharacteristic bladder and bowel incontinence. The vomit felt like sharp/spiky sand through the paper towel I used during cleanup. He has now been admitted at my veterinarian's animal hospital for blood in his stool and is under observation. The major concerns are obstruction, perforation, and or infection.

“The Real Ham Bone is the equivalent of giving a child candy with a razor in it and telling the parent that it is SAFE FOR CHILDREN, but don't let the razor cut the child. Because that would be unsafe... This product needs to have a label that states that it is as dangerous as any bone normally is. It is sold next to all of the other safe treats that won't kill your dog. This is analogous to selling detergent pods mixed in with candy. Remember kids, dishwasher pods are completely safe to put in your mouth and suck on!! Just make sure you don't swallow it or its contents! This company knows what they are doing.”

- Plaintiff Fortner commented on Facebook on December 29, 2015: “PLEASE SHARE THIS POST. LET'S GET THE WORD OUT!!! I bought my dogs these bones for christmas ... it almost killed my cocker spaniel he went into emergency surgery christmas day and didn't come home till today. . . .”
- In November 2015, another purchaser reported: “I bought one of these at Walmart for my English Bulldog. He really liked it, but a couple of days later he started vomiting A LOT and appeared to be having trouble with a bowel movement. I ended up taking him to the vet because he couldn't even keep water down. They X-rayed him and found he appeared to have a blockage in his intestines. He had immediate surgery and once they got in, they determined the main problem was a blockage in his colon. They removed a mass a little smaller than a golf ball of pieces of this bone. Once the blockage was removed, everything that was backed up in his intestines came out including large shards of the bone. The Dr. said once the mass dried out, it crumbled into grainy pieces. He is fine now, but the total cost for this emergency was about \$2,000!”
- On February 13, 2015, a Missouri dog owner stated, “I'm going to sue this company for everything they own because I bought my three year old blue heeler one of their 6 inch ham bones and the next day he was throwing up, wouldn't go to the bathroom, wouldn't eat or drink anything... They are done...”

- On July 15, 2014, another dog owner wrote “I bought this bone for my dog to gnaw on for the 4th of July. He had, like dogs do - gone to town on the thing. After a day he was bleeding out the rear and screaming out in pain. It had completely shredded his digestive tract and needed immediate vet care. After 3 days of medication and vet care, he couldn't fight any more and he died from infection from the bacteria on the bone fragments. This product NEEDS to be completely removed and the company needs to be held responsible for the damage that plenty of other people have had with their pets. The fact that they put ‘For Dogs’ on the packaging is INFURIATING! I lost my best friend who was just over a year old because of this bone.”
- A Missouri dog owner commented in September 2013, “Simply put this is a treat that nearly killed our dog. CAUSED VOMITING OF BLOOD AND IN STOOLS. Company warning needs [to] state dogs killed by this product.”
- A Missouri dog owner posted in February 2012, “I purchased four of these bones at Dollar General in Cameron, MO. I'm on day 6 of four extremely ill dogs. Reading the stories of other complaints shows me that I'm lucky they're still alive. There is no feasible excuse for Dynamic Pet's claim that this is a chew toy, not to be eaten - the bone is covered in smoked ham. I'd like to meet the dog with the will power to simply play with it like a toy. Dynamic Pet's blatant disregard for these concerns is despicable.”
- A Missouri dog owner reported in February 2012: “So, I thought I was giving my dog a safe treat, not one that would cost us over \$1,000 in vet bills, to remove the [shard] pieces of bone left in his intestines, and causing my beloved pet horrible pain and suffering. I am very angry to have read so many reviews about this same product, and yet it is still on the shelves. I want it removed immediately before another animal suffers!”
- Another dog owner reported on December 29, 2011, “Wednesday, November 2nd, I bought my dog the above-referenced ham bone distributed by this company. I thought it was the same kind of bone I had purchased before, the kind your dog can chew the outside of, but the bone stays in tact. So they basically just get gnawing pleasure. This bone, however, was gone just minutes after I bought it for Levi. He ingested the entire bone. The following day when I took him for his usual run, just seconds after letting him out of the truck, he came running back and jumped back into the truck like he was scared.

“I told him, it was alright, he could go play, and let him back out again. He went only a few feet from the truck, squatted and tried to poop again, but immediately came running back to the truck, whining. He was leaking onto the seat out of his back end, maintained a semi-squatting position, and still seemed to be trying to poop. He was clearly uncomfortable and in pain. I immediately called my vet, who I've been going to for years, and told him

about the bone I had purchased the previous day. He agreed I needed to bring Levi in. When my vet attempted to examine Levi, he hurried in pain, and hid behind the chair. I had to leave him overnight because he had to be anesthetized so my vet could give him an enema and take x-rays, etc. I have a baggy full of bone chips; my vet took out of my dog's lower intestines.

“We were sent home with antibiotics, a medication to make his colon spasm to work the rest of the bone stuck in several places in his colon out, a pain-inflammation medication, and I also had to purchase Metamucil and soft food to mix with that to get some ‘bulk’ into him to help with dislodging the bone left in several places in his intestines. It wasn’t too long, however, after we arrived home that I had to rush him back to my vet because he was bleeding out of his rectum. I had to literally spoon-feed him later at home, and finally getting him to eat after purchasing several plain cheeseburgers and adding the Metamucil mixture to them. We were up no less than 3 times that night, with me letting him out so he could attempt to relieve himself.

“The next morning, at 5:30 a.m. when I let him out, he was outside for at least 5 or 6 minutes when I heard him ‘yelp’ and he came running back into the house. He had evidently passed other ‘chunks’ of bone. I have pictures of the x-rays my vet took which show the large ‘chunks’ of bone lodged in my dog’s intestines that my vet couldn’t reach. I also have the bill for in excess of \$400 showing the services performed to save my dog’s life, all over a bone I purchased for \$3 at a local Dillon’s Marketplace.

“I can't believe this product is still on the market when so many people have complained and have been for more than a year! If this bone isn't taken off the market immediately, I am going to contact the United States Humane Society, and every celebrity pet lover in the land and have this company shut down. As my vet said, a smaller dog wouldn't have survived. Levi, who is no less like my son than my only friend, is a 60-pound American Pitbull Terrier. I'm sure, to him, it was comparable to a human having their intestines and rectum torn up by ingesting and attempting to crap shards of glass. No animal should have to suffer like my dog, and evidently many others have.”

- A Missouri dog owner stated on December 27 and 28, 2011: “On 12/24/11, we let our Italian greyhounds open their Dynamic real ham bone for their Christmas present. It was approx 11AM. By 6PM, they were both vomiting pieces of what appeared to be bone, after chewing on these for about an hour. By 10PM, both were still vomiting. I put them into bed, and woke up the next morning with my male dog deathly ill. I rushed him to the emergency vet on Christmas morning. He was so dehydrated, and had a small blockage due 100% from this bone. They thought by hydrating him, that it could help move the blockage. It finally did. After 2 days, and \$900, my dog is alive. The vets said they do not know how he survived, due to how sick he was. They said they see this bone causing so many blockages all of the time. My female dog was able to work the bone out of her system by

herself so far. The damage is \$900 in emergency vet bills, and my family getting devastated on Christmas day.”

“My dogs almost died after having the ‘real ham bone’ from Dynamic Pet out of Washington, MO. We gave them a bone for a Christmas present we purchased from Dollar General. My male Italian greyhound ended up on the emergency vets office on Christmas day. They said he almost didn’t make it. The x-rays revealed a blockage and splinters from the bone. I even sat with my dogs while they chewed on their bones and I did not see a splinter or I would have taken it away immediately. After two days of hospitalization, he came home but is still not acting like before he went in. He vomited and had bloody diarrhea from these. They need to be removed from the shelves.”

- In April 2011, another Missouri dog owner wrote, “I bought a Dynamic Ham Bone for my 32 lb Mini Bull Terrier on 4/10/11, which he consumed very quickly as he usually does with bone treats. On 4/11/11, he was pooping blood and then began to vomit very early in the morning.

“I took him to the vet as soon as they opened and got him x-rayed. The x-ray showed bone in his stomach, so we opted to have them surgically removed immediately. They also found pieces of the thick skin from the bone inside his stomach. These pieces of bone and skin were stuck and causing him to be ill. He is still recovering at the vet today 4/12/11. We are so lucky in comparison to the stories we have read. Why is this company still selling this product? Horrible.”

- Another dog owner commented in December 2010, “We bought a couple of their ham bone treats for the dogs on Saturday, December 11. By Monday, December 13, my 4 year old chocolate labrador was dead and my 6 year old rottweiler was ill and in the hospital. We have all the information and facts from the Veterinarian. My \$1500.00 labrador and great friend is dead and \$1400.00 [was] spent on veterinary bills for the rottweiler.”
- In August 2009, a Missouri dog owner wrote, “I bought a Real Ham Bone made by Dynamic and a few hours later, my dog was throwing up and yelping when he had a bowel movement. There were pieces of bones in both his bowel (and blood) movement and in his stomach contents. I decided to Google the product and found out this has happened to a lot of pets. This product needs to be taken off the shelf. How many dogs have to die first? Luckily, my dog will be okay. I bought it for him thinking that it would be safe and unfortunately, the product isn’t.”

24. In 2010, the FDA issued an advisory against giving bones to dogs as chew toys.

The FDA found that bones are unsafe to dogs, no matter the size. “Giving your dog a bone may make your pet a candidate for a trip to your veterinarian’s office later, possible emergency

surgery, or even death.” According to the 2010 FDA advisory, the risks associated with giving bones to dogs include bones or splinters of bone becoming lodged in the esophagus or windpipe obstructing breathing, intestinal blockages and gastrointestinal complications, bacterial infections, intestinal lacerations, and severe rectal bleeding. These injuries can be so severe as to require immediate and costly veterinarian care or emergency surgeries in an attempt to prevent an agonizing death.

25. Also in 2010, based upon the large volume of consumer complaints it was receiving concerning the Real Ham Bone For Dogs product, the Better Business Bureau for Eastern Missouri and Southern Illinois issued a warning to Defendants about the dangers posed by this product. Defendants ignored this notice. Upon information and belief, Defendants have been dismissive of consumer complaints.

26. In 2015, based upon an increasing amount of consumer complaints, the Better Business Bureau for Eastern Missouri and Southern Illinois sent a letter to every United States Senator requesting congressional action to remove the Real Ham Bone For Dogs from store shelves.

27. After receiving reports from customers concerning the dangers of the Real Ham Bone For Dogs product, some retailers stopped selling the product. By this act, as well as the complaints and agency actions referenced above, Defendants were placed on notice of the dangers posed by this product.

28. Despite abundant knowledge of the dangers posed by the Real Ham Bone For Dogs product, Defendants continued to expressly and impliedly represent to the public that this product is both safe and appropriate for dogs. Defendants failed to warn the public that the Real Ham Bone For Dogs may cause serious bodily harm or death to dogs.

29. Nothing on the product's label informs the consumer that allowing dogs to chew on the bone as recommended by Defendants poses a serious risk of illness or death.

30. Instead of discontinuing the production of this dangerous product and withdrawing it from the market, Defendants continued to falsely represent the product as safe for dogs, while covertly engaging in a secret "warranty program" to make private settlements with aggrieved pet owners.

31. The Real Ham Bone For Dogs product presents an unreasonable risk of harm to consumers' dogs. Plaintiffs would not have purchased this product had they known its dangers.

32. Defendants made enormous profits from the sale of this re-packaged waste product.

33. In 2015, faced with increasing pressure from the complaints and agency actions summarized above, as well as social media campaigns alerting the public to the dangers of The Real Ham Bone for Dogs, Defendants concluded that "The Real Ham Bone For Dogs" product name and the Dynamic brand were contaminated in the eyes of the public, as the truth about the product's hazards was increasingly becoming known to consumers. Instead of removing the product from the market, however, Defendants explored establishing a new name for the same product, and manufacturing and marketing it under a different corporate structure, in an effort to conceal the dangers of the product from the general public, to continue to profit off the sale of the product, and to protect Defendants from liability.

34. Ultimately, Defendants were unable to continue selling the same product under another name, brand and corporate structure because insurance companies no longer would provide insurance for the product after April 1, 2016. As a result of Defendants' inability to obtain insurance, Defendants announced in January 2016 that they would stop taking orders for the product in February 2016 and stop shipping the product to retailers in March 2016. To

maximize profits prior to ending shipments of the product in March 2016, however, Defendants worked with their leading retailer, Walmart, in early 2016 to increase sales of the product. Furthermore, instead of mitigating the harm to dogs owned by the general public by recalling the product from the shelves of retailers, Defendants allowed retailers to continue selling off their inventory of The Real Ham Bone For Dogs. On information and belief, some retailers continued selling The Real Ham Bone For Dogs for at least two months following Defendants' last scheduled shipment of the product in March 2016.

35. Furthermore, instead of acknowledging the truth and taking appropriate steps to prevent canine injuries and deaths, in a letter to "valued customers" in March 2015, Defendants denigrated consumers' postings online and on social media reporting injuries and deaths caused by the product as "false, unsupported and misleading allegations that cause undue concern and confusion for our Real Ham Bone customers." Defendants falsely assured consumers in this letter that they "can continue to give their pets the Real Ham Bone with confidence." This false assurance undoubtedly led to additional dog injuries and deaths.

**Defendants' Misrepresentations Concerning The Real Ham Bone For Dogs**

36. Defendants' uniform marketing representations concerning the Real Ham Bone For Dogs are depicted in the following photograph and other material posted on Dynamic's web site:

# Welcome to Dynamic Pet Products



## Made in USA!

- 100% Human Food Grade Process and Ingredients
- 9 out of 10 dogs prefer Dynamic Pet Real Ham Bones\*

\*Palatability assessment conducted by Summit Ridge Farms versus standard pork bone.

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## Frequently Asked Questions

**Q: What is the real ham bone?**

A: The real ham bone is the actual femur bone from a hog that has been seasoned and smoked with hickory wood. This is a natural bone, made in the USA. We adhere to strict quality regulations in our plants.

We began offering real ham bones to dog owners in 2001 when our friends and neighbors asked if we would make a product for their pets. As part of our

commitment to safety, we continually monitor not only the quality of our finished products but also the environment we manufacture our products in.

**Q: At what point should I take the bone away from my dog?**

A: If your dog is an aggressive chewer and the bone begins to break apart or splinter, take it away immediately. Per label warning guidelines, the bone is meant to be chewed, not eaten.

**Q: What are the label instructions?**

A: We provide label warning guidelines on our products.



**Q: How can we contact you?**

A: We are happy to engage with pet owners who purchase our products. Phone Number: 636-266-9814, M-F 8:00 am– 4:00 pm CST

37. Defendants have misrepresented the quality and safety of the Real Ham Bone For Dogs products with statements that are inherently false and misleading, including the following:

a. In its on-product label, Dynamic falsely represents that this product is a chew product “for dogs” and implies that it is safe to be provided to pets.

b. Dynamic's website falsely represents that this processed and heat-treated product is "a natural bone."

c. Dynamic's website also falsely states that they have "[a] commitment to safety..."

d. Defendants also claim on the Dynamic website that "the bone is meant to be chewed," thereby creating the impression that the product is a safe and appropriate product to be given to a dog to chew.

e. Defendants falsely state on the product label that a pet owner providing this product to a pet "assumes liability associated with the use of this or any natural bone product"; this statement is false because Defendants do not provide complete and accurate information about their Real Ham Bone For Dogs on the product label as would be necessary to support a defense of assumption of risk.

38. Defendants' false, deceptive and misleading representations concerning the Real Ham Bone for Dogs product are designed to facilitate sales of a product that poses an unreasonable risk of harm when it is used in a reasonably foreseeable manner.

39. Defendants' false and deceptive marketing of their Real Ham Bone For Dogs product has caused economic harm to Plaintiffs by depriving them of the benefit of the bargain because the product he purchased was worth less than the product as represented. The same is true for all consumers in the United States who purchased the product.

40. In addition to the economic harm caused to them by the deprivation of the benefit of the bargain because the product they purchased was worth less than the product as represented, Defendants' conduct in manufacturing, processing and marketing the Real Ham Bone For Dogs product also caused significant financial loss to Plaintiffs Gemkow and Fortner as a result of the injuries to their pets caused by use of the product.

### **Class Action Allegations**

41. Plaintiffs bring this class action for violation of the MMPA pursuant to Mo. R. Civ. P. 52.08 and Mo. Rev. Stat. § 407.025 on behalf of all persons who have purchased a Real Ham Bone For Dogs product in the United States other than for purposes of resale from January 1, 2011 to the present or who suffered pet injury/property damage from use of the Real Ham Bone For Dogs in the United States at any time from January 1, 2011 to the present (the “Class”). Excluded from the Class are (1) Defendants, subsidiaries and affiliates of Defendants, members, directors or officers of Defendants, and members of their immediate families; (2) federal, state, and local governmental entities; and (3) any judicial officers presiding over this action, their judicial staff, and members of their immediate families.

42. Members of the Class are so numerous that their individual joinder herein is impracticable.

43. Common questions of law and fact exist for all Class members including, but not limited to, questions regarding: (1) the existence of uniform misrepresentations and other acts of deception by Defendants with regard to the Real Ham Bone For Dogs product and the legality of Defendants’ conduct under the MMPA; and (2) the existence of uniform economic harm to consumers who purchased the falsely and deceptively marketed Real Ham Bone For Dogs product.

44. Plaintiffs’ MMPA claims are typical of the claims of the members of the Class as all members of the Class are similarly affected by Defendants’ unlawful conduct. Plaintiffs have no interests that are antagonistic to the interests of the other members of the Class. Plaintiffs and all members of the Class have sustained economic injury arising out of the unlawful conduct for which Defendants are liable.

45. Plaintiffs are fair and adequate representatives of the Class because their interests do not conflict with the interests of the Class members they seek to represent. Plaintiffs have retained competent and experienced counsel, and will vigorously prosecute this action. The interests of Class members will be fairly and adequately protected by Plaintiffs and their counsel.

46. Common issues predominate over individual issues in this case because the overriding issues of liability and damages under the MMPA can be determined on a class-wide basis from common evidence regarding Defendants' uniform misconduct and the uniform economic harm to class members who purchased the Real Ham Bone For Dogs product.

47. Class treatment is the superior method of adjudicating the class members' MMPA claims because it avoids the inefficiencies and inconsistencies of piecemeal litigation and ensures that all class members are given their day in Court. Class treatment also is expressly authorized by the MMPA. See Mo. Rev. Stat. § 407.025.2.

### **Count I**

#### **(Violation of the Missouri Merchandising Practices Act) (asserted by Plaintiff Taylor, Plaintiff Fortner, and Plaintiff Gemkow)**

48. Plaintiffs incorporate by reference the allegations in Paragraphs 1 through 47 of this Petition as though fully set forth in this paragraph.

49. Plaintiffs bring this MMPA claim individually and on behalf of the members of the Class who purchased the Real Ham Bone For Dogs, all of whom purchased Defendants' Real Ham Bone For Dogs product for personal, family or household purposes, and on behalf of the members of the Class who suffered pet injury/property damage from use of the Real Ham Bone For Dogs.

50. At all times relevant to this action, Defendants have made numerous false, deceptive and misleading representations about the Real Ham Bone For Dogs product and have

used deceptive means of advertising and selling the product to consumers as safe and appropriate for dogs. This misconduct is described in detail in Paragraphs 15 through 40 above. Defendants' actions constitute unlawful practices under Section 407.020 of the MMPA, which prohibits the use of misrepresentation and deception in connection with the sale or advertisement of consumer goods.

51. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and the members of the Class have suffered an ascertainable loss of money under the benefit of the bargain rule by paying more for the Real Ham Bone For Dogs product than it was worth had Defendants not engaged in a deception, fraud, false promise, misrepresentation, and/or unfair practice and concealed, suppressed, or omitted material facts concerning the product despite having a duty to disclose such information.

52. In addition, as a direct and proximate result of Defendants' unlawful conduct, Plaintiffs Fortner and Gemkow and members of the Class who sustained consequential losses due to pet injuries have suffered an ascertainable loss of money and are entitled to recover their consequential losses under the MMPA.

53. Punitive damages are appropriate because Defendants' conduct involves a high degree of moral culpability and was wanton, willful, outrageous, and/or made with reckless disregard for the consequences to Plaintiffs and members of the Class.

WHEREFORE, Plaintiffs Michael E. Taylor, Dawn R. Fortner and Catherine Gemkow pray for judgment on Count I against Defendants Dynamic Pet Products, LLC and Frick's Meat Products, Inc. and in favor of Plaintiffs and members of the Class for actual damages, pre-judgment and post-judgment interest, reasonable attorneys' fees and costs of suit, punitive damages in an amount that is fair and reasonable, and such other and further relief as this Court

may deem just and proper, provided, however, that Plaintiff Gemkow does not seek damages in excess of \$75,000, exclusive of interest and costs, on her individual claims in this action.

## **Count II**

### **(Negligent Misrepresentation) (asserted by Plaintiffs Taylor, Fortner and Gemkow)**

54. Plaintiffs Taylor, Fortner and Gemkow incorporate by reference the allegations in Paragraphs 1 through 53 of this Petition as though fully set forth in this paragraph.

55. Defendants owed Plaintiffs and members of the Class a duty to exercise reasonable care in representing that the Real Ham Bone For Dogs was safe and appropriate for dogs.

56. Defendants knew or should have known for many years that the Real Ham Bone For Dogs posed a serious risk of injury or death to dogs. Despite this knowledge, Defendants misrepresented that the Real Ham Bone For Dogs was safe and appropriate for dogs.

57. Defendants had superior knowledge and information regarding the risks associated with the Real Ham Bone For Dogs. Plaintiffs and members of the Class did not have access to this information.

58. Defendants' misrepresentations concern issues material to the transaction in question. Defendants intended for Plaintiffs and members of the Class to rely on their representations that the Real Ham Bone For Dogs was safe for use. Had Plaintiffs and members of the Class known that use of the Real Ham Bone For Dogs could result in serious injury or death to their dogs, they would not have purchased the product.

59. The foregoing misrepresentations and practices proximately caused Plaintiffs and members of the Class to suffer damages in that they purchased the Real Ham Bone For Dogs without knowing that the alleged misrepresentations about the product were false.

60. As a proximate cause of Defendants' false representations, Plaintiffs and members of the Class suffered loss of money and injury to property, including in the purchase price for the Real Ham Bone For Dogs and the illness and deaths of their pets and associated expenses, and continue to suffer damages. Plaintiffs seek compensatory damages in an amount to be proven at trial.

WHEREFORE, Plaintiffs Michael E. Taylor, Dawn R. Fortner and Catherine Gemkow pray for judgment on Count II against Defendants Dynamic Pet Products, LLC and Frick's Meat Products, Inc. and in favor of Plaintiffs and members of the Class for actual damages, pre-judgment and post-judgment interest, reasonable attorneys' fees and costs of suit, and such other and further relief as this Court may deem just and proper, provided, however, that Plaintiff Gemkow does not seek damages in excess of \$75,000, exclusive of interest and costs, on her individual claims in this action.

### **Count III**

#### **(Strict Liability – Defective Design or Manufacture) (asserted by Plaintiff Fortner and Plaintiff Gemkow)**

61. Plaintiffs Fortner and Gemkow incorporate by reference the allegations in Paragraphs 1 through 40 of this Petition as though fully set forth in this paragraph.

62. Plaintiffs Fortner and Gemkow each bring this claim individually pursuant to Mo. Rev. Stat. § 537.760.

63. Defendants, in the course of their business, are the manufacturers, producers, distributors, marketers, and sellers of the Real Ham Bone For Dogs product purchased by Plaintiff Gemkow.

64. Defendants marketed the Real Ham Bone For Dogs as safe and that are fit for consumption by dogs.

65. The Real Ham Bone For Dogs products sold by Defendants to Plaintiffs Fortner and Gemkow were in a defective condition and were unreasonably dangerous because they cause death or illness, including but not limited to, vomiting, diarrhea, infection and gastrointestinal bleeding in dogs who consumed the product.

66. Plaintiffs Fortner and Gemkow used the Real Ham Bone For Dogs products in a reasonably anticipated manner when they gave the products to their dogs to chew because the Real Ham Bone For Dogs products are marketed and sold for the purpose of canine chewing and consumption.

67. As a direct and proximate result of the unreasonably dangerous and defective condition of the Real Ham Bone For Dogs products at the time they were sold, Plaintiffs Fortner and Gemkow sustained injuries, including sickness or loss of their pets, costs of diagnostic screening, testing, and veterinarian treatment, increased risk of health problems with their pets in the future, and other losses.

WHEREFORE, Plaintiffs Dawn R. Fortner and Catherine Gemkow pray for judgment on Count III against Defendants Dynamic Pet Products, LLC and Frick's Meat Products, Inc. and in favor of Plaintiffs Fortner and Gemkow for actual damages, pre-judgment and post-judgment interest, reasonable attorneys' fees and costs of suit, punitive damages in an amount that is fair and reasonable, and such other and further relief as this Court may deem just and proper, provided, however, that Plaintiff Gemkow does not seek damages in excess of \$75,000 on her individual claims in this action.

**Count IV**

**(Strict Liability – Failure to Warn)  
(asserted by Plaintiff Fortner and Plaintiff Gemkow)**

68. Plaintiffs Fortner and Gemkow incorporate by reference the allegations in Paragraphs 1 through 40 and 61 through 67 of this Petition as though fully set forth in this paragraph.

69. Plaintiffs Fortner and Gemkow each bring this claim individually pursuant to Mo. Rev. Stat. § 537.760.

70. Defendants, in the course of their business, are the manufacturers, producers, distributors, marketers, and sellers of the Real Ham Bone For Dogs products purchased by Plaintiffs Fortner and Gemkow.

71. The Real Ham Bone For Dogs products sold by Defendants to Plaintiff Gemkow were in a defective condition and were unreasonably dangerous because they cause death or illness, including but not limited to, vomiting, diarrhea, infection and gastrointestinal bleeding in dogs who consumed the product.

72. Defendants knew or should have known that the Real Ham Bone For Dogs products were in a defective condition and were unreasonably dangerous for consumption by dogs at the time of their sale because of the FDA's cautionary warnings beginning in 2010 and consumer complaints about the product.

73. Plaintiffs Fortner and Gemkow used the products in a reasonably anticipated manner when they gave them to their dogs to chew because the Real Ham Bone For Dogs products are marketed and sold for the purpose of canine chewing and consumption.

74. Plaintiffs Fortner and Gemkow did not know of the defective condition and unreasonably dangerous nature of the Real Ham Bone For Dogs products at the time they gave

them to their dogs to chew. Had Plaintiffs Fortner and Gemkow known that the products would cause death or illness, including but not limited to, vomiting, diarrhea, infection, gastrointestinal bleeding in dogs who consumed the product, she would not have given them to her dogs.

75. Defendants failed to adequately warn on the product packaging, or in any other way that is reasonably calculated to give fair warning to Plaintiffs Fortner and Gemkow of the unreasonably dangerous nature of the Real Ham Bone For Dogs product.

76. As a direct and proximate result of Defendants' failure to adequately warn of the unreasonably dangerous nature of the Real Ham Bone For Dogs products at the time of sale, Plaintiffs Fortner and Gemkow sustained injuries, including sickness or loss of their pets, costs of diagnostic screening, testing, and veterinarian treatment, increased risk of health problems with their pets in the future, and other losses.

WHEREFORE, Plaintiffs Dawn R. Fortner and Catherine Gemkow pray for judgment on Count IV against Defendants Dynamic Pet Products, LLC and Frick's Meat Products, Inc. and in favor of Plaintiffs Fortner and Gemkow for actual damages, pre-judgment and post-judgment interest, reasonable attorneys' fees and costs of suit, punitive damages in an amount that is fair and reasonable, and such other and further relief as this Court may deem just and proper, provided, however, that Plaintiff Gemkow does not seek damages in excess of \$75,000 on her individual claims in this action.

#### **Count V**

**(Negligence – Design and/or Manufacturing Defect, and Failure to Warn)  
(asserted by Plaintiff Fortner and Plaintiff Gemkow)**

77. Plaintiffs Fortner and Gemkow incorporate by reference the allegations in Paragraphs 1 through 40 and 61 through 76 of this Petition as though fully set forth in this paragraph.

78. Plaintiffs Fortner and Gemkow each bring this claim individually.

79. Defendants manufactured, designed, or supplied the Real Ham Bone For Dogs products purchased by Plaintiffs Fortner and Gemkow.

80. The Real Ham Bone For Dogs products sold by Defendants to Plaintiffs Fortner and Gemkow were in a defective condition and were unreasonably dangerous because they cause death or illness, including but not limited to, vomiting, diarrhea, infection and gastrointestinal blockages and bleeding in dogs who consumed the product.

81. Plaintiffs Fortner and Gemkow used the Real Ham Bone For Dogs products in a reasonably anticipated manner when they gave the products to her dogs because the Real Ham Bone For Dogs products are marketed and sold for the purpose of canine chewing and consumption.

82. Defendants had a duty to exercise reasonable care in the design, manufacture, sale, and/or distribution of the Real Ham Bone For Dogs products, including ensuring that the products were free from any ingredients or substances that may make dogs sick after consumption. Defendants also had a duty to warn of any dangers posed by the defective Real Ham Bone For Dogs products.

83. Defendants failed to use ordinary care to manufacture or design the Real Ham Bone For Dogs products to be reasonably safe, and failed to warn of the risk of harm from the hidden defects and hazards, in that Defendants failed to properly design the product, failed to conduct adequate quality control and testing of the Real Ham Bone For Dogs products to prevent contamination with harmful ingredients or substances, and failed to provide adequate warning to consumers about the dangers associated with the Real Ham Bone For Dogs products, including the risk of severe illness and death for dogs that chew on or consume the product.

84. As a direct and proximate result of Defendants' negligent manufacture, design, and/or failure to warn, Plaintiffs Fortner and Gemkow sustained injuries, including sickness or loss of their pets, costs of diagnostic screening, testing, and veterinarian treatment, increased risk of health problems with their pets in the future, and other losses.

WHEREFORE, Plaintiffs Dawn R. Fortner and Catherine Gemkow pray for judgment on Count V against Defendants Dynamic Pet Products, LLC and Frick's Meat Products, Inc. and in favor of Plaintiffs Fortner and Gemkow for actual damages, pre-judgment and post-judgment interest, reasonable attorneys' fees and costs of suit, punitive damages in an amount that is fair and reasonable, and such other and further relief as this Court may deem just and proper, provided, however, that Plaintiff Gemkow does not seek damages in excess of \$75,000 on her individual claims in this action.

**Count VI**  
**(Malicious Injury to Pets)**  
**(asserted by Plaintiff Gemkow)**

85. Plaintiff Gemkow incorporates by reference the allegations in Paragraphs 1 through 40 and 54 through 84 of this Petition as though fully set forth in this paragraph.

86. Plaintiff Gemkow asserts this claim individually for malicious injury to one or more of her pet dogs.

87. Defendants' conduct as alleged herein caused one or more of Plaintiff Gemkow's pet dogs (Shorty, Jo, and Lucy) to be injured.

88. Defendants' conduct in marketing and selling the Real Ham Bone For Dogs as alleged herein was malicious and undertaken with reckless disregard for the safety of pet dogs, including Plaintiff Gemkow's pet dogs.

89. Plaintiff Gemkow experienced emotional distress as a direct and proximate result of Defendants' malicious conduct.

WHEREFORE, on Count VI of this Petition, Plaintiff Catherine Gemkow prays for judgment against Defendant Dynamic Pet Products, LLC and Defendant Frick's Meat Products, Inc. and in favor of Plaintiff Gemkow for actual and punitive damages, exemplary or treble damages, pre-judgment and post-judgment interest, reasonable attorneys' fees and costs of suit, all in an amount not to exceed \$75,000.00, exclusive of interest and costs.

**Stipulation as to the Amount in Controversy**

90. Plaintiff Gemkow hereby stipulates that the amount in controversy on her individual claim does not exceed the sum or value of \$75,000, exclusive of interest and costs, as she is not seeking, will not seek, and will not accept any measure of damages on that claim in excess of \$75,000. Plaintiff Gemkow stipulates that in no event will she request or accept an award of attorneys' fees in this case that would cause the amount in controversy to exceed the sum or value of \$75,000 on her individual claim. A copy of Plaintiff Gemkow's Declaration and stipulation to this effect is attached hereto as Exhibit A.

91. The undersigned counsel hereby stipulates that in no event will his firm request or accept an award of attorneys' fees that would cause the amount in controversy in this case to exceed the sum or value of \$75,000 on Plaintiff Gemkow's individual claim. A copy of the undersigned counsel's affidavit and stipulation to this effect is attached hereto as Exhibit B.

**Demand for Jury Trial**

Plaintiffs hereby demand a trial by jury on all claims so triable.

Respectfully submitted,

SHANK & MOORE, LLC

By: /s/ Christopher S. Shank

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*Attorneys for Plaintiffs Michael E. Taylor, Dawn R.  
Fortner and Catherine Gemkow*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 4th day of April, 2017, I electronically filed the foregoing document with the Court's Case.Net electronic filing system, which will send a notice of electronic filing to the following counsel of record:

**Attorneys for Defendants:**

Daniel E. Tranen  
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Michael.weisenbach@wilsonelser.com

/s/ Christopher S. Shank  
Attorney for Plaintiffs

# Exhibit A

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT INDEPENDENCE

MICHAEL E. TAYLOR, on behalf of )  
himself and all others similarly situated, )

and )

CATHERINE GEMKOW, individually, )

Plaintiffs, )

v. )

DYNAMIC PET PRODUCTS, LLC and )

SERVE Registered Agent: )

Cindy Frick )

360 M.E. Frick Drive )

Washington, MO 63090 )

FRICK'S MEAT PRODUCTS, INC., )

SERVE Registered Agent: )

Cindy Leigh Frick )

360 M.E. Frick Drive )

Washington, MO 63090 )

Defendants. )

Case No.

Division No.

DECLARATION OF CATHERINE GEMKOW

Catherine Gemkow declares under penalty of perjury that the following statements are true:

1. I am one of the named plaintiffs in this matter of *Michael E. Taylor and Catherine Gemkow v. Dynamic Pet Products, LLC and Frick's Meat Products, Inc.* ("this case").

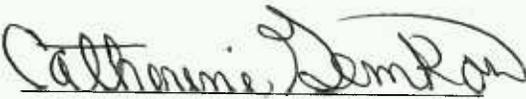
2. I hereby stipulate that the amount in controversy on my individual claim in this case does not exceed the sum or value of \$75,000, exclusive of interest and costs, as I am not

seeking, will not seek, and will not accept damages or any other relief on my individual claim in excess of \$75,000.00, exclusive of interest and costs.

3. I hereby stipulate that in no event will I seek, request, or accept an award of attorney's fees on my individual claim in this case that would cause the amount in controversy on my individual claim to exceed the sum or value of \$75,000, exclusive of interest and costs.

4. As outlined in the accompanying Affidavit of Christopher S. Shank, my attorneys in this matter are also agreeing not to seek, request, or accept any award of attorney's fees in this case that would cause the amount in controversy on my individual claim to exceed the sum or value of \$75,000, exclusive of interest and costs.

Executed on this 13 day of May, 2016.

  
Catherine Gemkow

# Exhibit B

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT INDEPENDENCE

**MICHAEL E. TAYLOR, on behalf of** )  
**himself and all others similarly situated,** )  
) )  
**and** )  
) )  
**CATHERINE GEMKOW, individually,** )  
) )  
**Plaintiffs,** )  
) )  
**v.** )  
) )  
**DYNAMIC PET PRODUCTS, LLC and** )  
SERVE Registered Agent: )  
Cindy Frick )  
360 M.E. Frick Drive )  
Washington, MO 63090 )  
) )  
**FRICK'S MEAT PRODUCTS, INC.,** )  
SERVE Registered Agent: )  
Cindy Leigh Frick )  
360 M.E. Frick Drive )  
Washington, MO 63090 )  
) )  
**Defendants.** )

Case No.

Division No.

**AFFIDAVIT OF CHRISTOPHER S. SHANK**

STATE OF KANSAS )  
) ss.  
COUNTY OF JOHNSON )

I, Christopher S. Shank, under oath, state from personal knowledge that the following statements are true:

1. I am the lead counsel for the plaintiffs in this matter of *Michael E. Taylor and Catherine Gemkow v. Dynamic Pet Products, LLC and Frick's Meat Products, Inc.* ("this case").

2. I hereby stipulate that in no event will my law firm or I seek, request, or accept an award of attorney's fees on Plaintiff Catherine Gemkow's individual claim in this case that would cause the amount in controversy on Ms. Gemkow's individual claim to exceed the sum or value of \$75,000, exclusive of interest and costs.

FURTHER AFFIANT SAYETH NOT.

Christopher S. Shank

Subscribed and sworn to before me, a notary public, on this 12th day of May, 2016.

Notary Public

My commission expires: 01/20/2020

