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

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| <p>LEILANI TAYLOR, on behalf of herself and all others similarly situated,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>HUMANE ANIMAL FARM CARE D/B/A CERTIFIED HUMANE and ALEXANDRE FAMILY FARM,</p> <p style="text-align: right;">Defendants.</p> | <p>Case No. <u>'25CV554 AGS JLB</u></p> <p>CLASS ACTION COMPLAINT</p> <p><u>DEMAND FOR JURY TRIAL</u></p> |
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1 This case seeks relief for consumers who have been misled about the meaning of
2 the “Certified Humane” advertising on dairy products, specifically, dairy products
3 originating from Alexandre Family Farm, as well as misled by Alexandre Family Farm’s
4 additional promises of humanely sourced products. The “Certified Humane”
5 advertisement is intended to, and does, suggest to consumers that the dairy products come
6 from cows who are treated in accordance with certain published standards. Defendant
7 Alexandre Family Farm uses this “Certified Humane” advertising, and additional
8 representations about humane sourcing, in order to increase sales of its dairy products and
9 to be able to charge higher prices for those products. Defendant Humane Farm Animal
10 Care publishes the standards and sells access to its “Certified Humane” logo in order to
11 enable manufacturers to convince consumers that their animal husbandry practices
12 conform to the standards. Both Defendants profit from this schema: Defendant Humane
13 Farm Animal Care from the sale of its services and use of its logo, and Defendant
14 Alexandre Family Farm from increased sales of its products at higher prices.

15 In reality, this certification schema is a sham. Defendant Humane Farm Animal
16 Care does not ensure that Alexandre Family Farm or other users of its logo actually meet,
17 or even endeavor to meet, the published standards, and Alexandre Family Farm’s animal
18 husbandry practices in fact do not meet the published standards—a fact that is known to
19 both Humane Farm Animal Care and Alexandre Family Farm. To the contrary, Alexandre
20 Family Farm’s practices are rife with well-documented, routine, and repulsive animal
21 cruelty not in accordance with the published standards. Yet Alexandre Family Farm
22 continues to use, and Humane Farm Animal Care continues to allow Alexandre Family
23 Farm to use, the logo to deceive consumers. Compounding this behavior, Alexandre
24 Family Farm makes additional representations promising “humane” practices to
25 consumers.

26 This action seeks relief for consumers who have purchased and paid the requested
27 prices for Alexandre Family Farm products bearing the “Certified Humane” logo. These
28 consumers have been misled to their detriment and in violation of the law.

ALLEGATIONS OF FACT

I. CERTIFIED HUMANE AND ITS LOGO SCHEMA.

1. Defendant Humane Farm Animal Care d/b/a Certified Humane (referred to herein as “Certified Humane”) is a United States Code § 501(c)(3) nonprofit organization purporting to ensure that participants in animal agriculture meet certain standards for the care of animals. As part of this endeavor, Certified Humane sells its services to manufacturers and also the use of its “Certified Humane Raised and Handled” logo (referred to herein as the “Logo”), a prominently trademarked design that manufacturers place on their packaging and in their marketing in order to convince consumers that they adhere to certain standards of animal husbandry.¹

2. Certified Humane is headquartered in Middleburg, Virginia.

3. As Certified Humane is aware, and indeed as it advertises in a survey on its website, 75 percent of consumers would choose foods that are certified as protecting animal care over products that do not claim to be certified to offer such protections.²

4. Certified Humane purports to be “dedicated to improving the lives of farm animals in food production from birth through slaughter,”³ and represents that the goal of its program is to “improve the lives of farm animals by expanding consumer awareness, driving the demand for less cruel and more responsible farming practices.”⁴

5. At the core of Certified Humane’s program is its “Certified Humane Raised and Handled” logo, which it licenses to producers of animal products for marketing

¹ *Our Mission*, Certified Humane, <https://certifiedhumane.org/> (last visited Mar. 6, 2025).

² *Becoming Certified Humane® is Good Business!*, Certified Humane, <https://certifiedhumane.org/good-business/> (last visited Mar. 6, 2025) (describing 2004 Golin Harris consumer survey).

³ *Overview*, Certified Humane, <https://certifiedhumane.org/overview> (last visited Mar. 6, 2025).

⁴ *See id.*

1 purposes. The Logo is intended to convince consumers that the producer adheres to
2 Certified Humane’s certification standards (referred to herein as the “Standards”).

3 6. Producers can and do prominently use the Logo throughout their marketing
4 to advertise their products as Certified Humane. The Logo appears in substantially the
5 same form reproduced below, or similar to this image but in black and white:



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14 7. According to Certified Humane’s website, “When you see the Certified
15 Humane® Raised & Handled logo on a product you can be *assured* that the food products
16 have come from operations that *meet* precise, objective standards for farm animal
17 treatment.”⁵ This is not aspirational language—it is instead the language of “assur[ance]”;
18 the website promises that products bearing the Logo *actually come* from operations that
19 do meet Certified Humane’s standards.

20 8. Additionally, Certified Humane promises: “Only operations which have
21 earned certification from HFAC may use the Certified Humane® logo.”⁶ Again, this is not
22 the language of aspiration, but of certainty; “only” certified operations may bear the Logo.
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⁵ *Id.* (emphasis added).

27 ⁶ *Frequently Asked Questions*, Certified Humane,
28 <https://certifiedhumane.org/frequently-asked-questions/> (last visited Mar. 6, 2025).

1 9. Certified Humane’s website further promises that the organization “operates
2 transparently, publicizing all of our [their] scientific standards so the public will know
3 exactly how animals protected by our [their] seal of approval are treated.”⁷

4 10. These statements are intended to, and do, lead consumers to believe that a
5 product bearing Certified Humane’s Logo *actually comes* from a farm operation that
6 meets the Standards.

7 11. Certified Humane recognizes the importance of its Logo in marketing to
8 consumers: “The Certified Humane® logo enables producers to differentiate themselves
9 in the marketplace[] and empowers consumers to ‘vote with their pocketbook’ and drive
10 demand for humanely raised animal products.”⁸

11 12. Certified Humane assures consumers that the farms it certifies are required
12 to undergo inspections to ensure compliance with the Standards. Certified operations are
13 inspected for compliance on an annual basis by inspectors contracted by Certified Humane
14 to write “thorough reports” on their findings, which they submit to Certified Humane.⁹

15 13. Certified Humane tells consumers that its audits are conducted by third-party
16 inspectors.¹⁰ Because their audits are not conducted by an independent legal entity,
17 however, Certified Humane is “second-party” certifying, not “third-party” certifying.

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20 ⁷ *Our Standards*, Certified Humane, <https://certifiedhumane.org/our-standards/> (last
21 visited Mar. 6, 2025).

22 ⁸ *Frequently Asked Questions*, *supra* note 6.

23 ⁹ *Id.*

24 ¹⁰ *See, e.g., Want Proof Farm Animals Are Treated Humanely?*, Certified Humane,
25 <https://certifiedhumane.org/want-proof-farm-animals-are-treated-humanely/> (last visited
26 Mar. 4, 2025) (“Thanks to your generous support, we can hire third-party inspectors to
27 visit farms to ensure that Certified Humane’s® high standards of care are being met for the
28 millions of cattle, pigs, chickens, laying hens, turkeys, sheep, goats, bison and dairy cows

1 14. Certified Humane assures consumers that a farm not in compliance with the
2 Standards will not remain certified: “If a farm cannot or will not correct their
3 nonconformances, or has significant nonconformances that are not correctable, HFAC will
4 no longer continue to certify them. They are removed from the program and the logo is
5 removed from the product.”¹¹

6 **II. ALEXANDRE FAMILY FARM, ITS USE OF THE LOGO, AND OTHER**
7 **HUMANE REPRESENTATIONS.**

8 15. Alexandre Family Farm (referred to herein as “Alexandre” or “AFF”)
9 operates farms across a large swath of California from Ferndale to Eureka.

10 16. Notwithstanding its “Family” name, AFF is a massive corporation, one of the
11 largest organic dairy farms in the country; operates five dairies in Del Norte and Humboldt
12 counties; and owns 2,000 acres of hay cropland in Modoc County.¹² AFF manages more
13 than 9,000 head of cattle, and it has immense influence in the organic marketplace and
14 animal-welfare-concerned marketplace.¹³

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17 in the program.”). Elsewhere, Certified Humane appears to refer to inspectors as its own
18 contractors. *See, e.g., Inspector Interest Sheet*, Certified Humane,
19 [https://certifiedhumane.org/wp-content/uploads/HFAC-Inspector-Information-](https://certifiedhumane.org/wp-content/uploads/HFAC-Inspector-Information-pq.docx.pdf)
20 [pq.docx.pdf](https://certifiedhumane.org/wp-content/uploads/HFAC-Inspector-Information-pq.docx.pdf) (last visited Mar. 4, 2025) (“Humane Farm Animal Care contracts with
21 qualified individuals to independently inspect Certified Humane® producers.”).

22 ¹¹ *Id.*

23 ¹² Stephanie Alexandre, *Letter to USDA AMS Dairy Programs Order Formulation*
24 *and Enforcement Division*, Alexandre Family Farm (Sept. 15, 2023),
25 https://www.ams.usda.gov/sites/default/files/media/FMMO_Alexandre_DF.pdf.

26 ¹³ *Dairy Deception: Corruption and Consumer Fraud at Alexandre Family Farm*,
27 Farm Forward (Apr. 11, 2024), [https://www.farmforward.com/wp-](https://www.farmforward.com/wp-content/uploads/2024/04/FF-Dairy-Report-FINAL.pdf)
28 [content/uploads/2024/04/FF-Dairy-Report-FINAL.pdf](https://www.farmforward.com/wp-content/uploads/2024/04/FF-Dairy-Report-FINAL.pdf). (hereinafter “Farm Forward
Report”)

1 17. AFF produces and sells a wide variety of dairy products, including milk, half
2 and half, yogurt, sour cream, kefir, cheese, milk powder, and eggnog.¹⁴

3 18. AFF received its Certified Humane certification in early 2021.¹⁵

4 19. AFF’s website represents to consumers that, “in addition to protecting the
5 health and habitat of all living creatures on our farm,” AFF “compl[ies] with the third-
6 party Certified Humane organization’s strict animal welfare standards” and has made that
7 representation, or similar representations, since receiving the certification.¹⁶

8 20. The Certified Humane Logo is also prominently displayed on AFF’s
9 homepage, as shown in the image reproduced below:¹⁷



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¹⁴ *Products*, Alexandre Family Farm, <https://alexandrefamilyfarm.com/collections> (last visited Mar. 6, 2025).

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¹⁵ Annie Lowry, *The Truth About Organic Milk*, The Atlantic (Apr. 12, 2024), <https://www.theatlantic.com/ideas/archive/2024/04/alexandre-farms-treatment-of-animals/677980/>.

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¹⁶ *Building a Healthier Food System with Humanely-Treated Animals*, Alexandre Family Farm, <https://alexandrefamilyfarm.com/pages/building-a-healthier-food-system> (last visited Mar. 6, 2025).

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¹⁷ *Alexandre Family Farm*, Alexandre Family Farm, <https://alexandrefamilyfarm.com/> (last visited Mar. 6, 2025).

1 21. The logo on AFF’s homepage does not qualify its representation as applying
2 only to a subset of AFF’s products.

3 22. In the “Our Certifications” section of AFF’s website, AFF links to Certified
4 Humane’s website’s list of “Producers who are Certified Humane®” and the “Products
5 Certified.” Per that list, Certified Humane certifies AFF’s “Grass-Fed A2/A2 Milk (4% &
6 6% Whole, 2% Reduced Fat, Chocolate Milk)[,] Homegrown Egnog, Heavy Whipping
7 Cream, Half & Half, Yogurt (Plain, Low-fat & Vanilla Bean), 100% Grass-Fed Whole &
8 Low-fat Probiotic Kefir, Probiotic Sour Cream.”¹⁸

9 23. AFF’s certified dairy products also display the Certified Humane Logo
10 prominently on their packaging, as shown below:¹⁹



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27 ¹⁸ *Producers who are Certified Humane®*, Certified Humane,
28 <https://certifiedhumane.org/whos-certified-2/> (last visited Mar. 6, 2025).

¹⁹ *Products*, *supra* note 14.

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24. AFF has displayed the Logo on its products and its website continuously since obtaining permission to use it in 2021. Certified Humane, despite apparently temporarily dropping (before reinstating) AFF from its list of certified farms, has never required AFF to cease displaying the Logo, even while AFF was engaged in shocking acts of animal cruelty. Those inhumane acts are addressed in detail below.

1 25. AFF compounds its consumer deception with additional representations
2 beyond its use of the Logo. AFF dedicates an entire page of its website to its claim,
3 presented in a large banner, that AFF is “Building a healthier food system with humanely-
4 treated animals.” AFF asserts on its website that it is motivated to “provide the healthiest
5 environment” for the animals in its care, and claims that AFF advocates for “a more
6 humane food system” and complies with “strict animal welfare standards.” These
7 representations, which extend even beyond use of the Logo, are intended to support AFF’s
8 promise that it intends to “Do The Right Thing at Every Turn.”²⁰

9 **III. THE REALITY OF AFF’S PRACTICES, WHICH CERTIFIED HUMANE**
10 **REPRESENTS TO CONSUMERS AS MEETING ITS PUBLISHED**
11 **STANDARDS.**

12 26. During the period when Plaintiff Taylor and the putative class members
13 purchased AFF products, Certified Humane and AFF both made representations with and
14 about the Logo. Certified Humane claimed, as it still does, that the Logo “assured that the
15 food products have come from operations that meet precise, objective standards for farm
16 animal treatment.” AFF, meanwhile, displayed the Logo on its packaging and its
17 homepage, speaking of it in soaring language promising “humane conditions, with
18 compassion and benevolence, free from abnormal distress, and allowed to express their
19 natural behaviors.”

20 27. These representations from Certified Humane and from AFF did mask, and
21 on information and belief do continue to mask, ongoing and widespread acts of animal
22 abuse. During the relevant period, AFF abused and neglected its animals in ways that were
23 utterly inconsistent with both the Standards and made a mockery of “compassion and
24 benevolence.” AFF’s cruelties and failures date back to at least 2019 and continued
25 through, at a minimum, August 2024.
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²⁰ *Building a Healthier Food System with Humanely-treated Animals*, *supra* note 16.

1 28. On April 11, 2024, the organization Farm Forward released the results of a
2 years-long investigation into AFF’s animal welfare practices. Farm Forward’s report
3 compiled extensive whistleblower accounts, hundreds of videos, hundreds of photographs,
4 and testimony and interviews.²¹ Farm Forward’s report was independently corroborated
5 by a journalist from *The Atlantic*.²²

6 29. Farm Forward is an organization that produces resources
7 to inform consumers, educators, advocates, policymakers and the media about factory
8 farming and its alternatives. Farm Forward also offers consulting to support allies in
9 philanthropy, business, and the nonprofit sector in their efforts to create a more ethical and
10 sustainable food system.²³

11 30. Separate from Farm Forward’s work, an independent investigator (“the
12 Investigator”), known to Plaintiffs’ counsel in this action, during the same time period,
13 confirmed the conditions faced by animals at AFF.

14 31. The animals Farm Forward and the Investigator observed were being used,
15 had been used, or were going to be used in the production of AFF products bearing the
16 Certified Humane Logo.

17 32. The work of Farm Forward and the Investigator found that AFF did not
18 meet—and Certified Humane knew that AFF did not meet—the advertised standards of
19 animal welfare and instead subjected the animals in AFF’s care to horrific abuse.

20 33. Certified Humane’s Standards have specific requirements for calves,
21 particularly when kept in hutches. Calves may be kept isolated in individual hutches only

22 ²¹ Farm Forward Report, *supra* note 13 at 4.

23 ²² Annie Lowrey, *supra* note 15.

24 ²³ *See, e.g., Mission*, Farm Forward, <https://www.farmforward.com/who-we-are/mission/> (last visited Mar. 6, 2025); *see also Our Impact*, Farm Forward,
25 <https://www.farmforward.com/who-we-are/our-impact/> (last visited Mar. 6, 2025); *see*
26 *also Campaigns*, Farm Forward, <https://www.farmforward.com/what-we-do/campaigns/>
27 (last visited Mar. 6, 2025).
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1 until eight weeks of age, at which point socialization “must commence.”²⁴ The calves must
2 be kept clean²⁵ and have access “at all times” to an area in which to lay that is bedded,
3 comfortable, dry, and sloped to provide drainage.²⁶ An outdoor exercise area must be
4 provided, climate conditions permitting.²⁷ The hutches must be arranged so that the calves
5 can see and hear other calves and must allow them to turn around, lie down, and rest
6 “without hindrance.”²⁸ Calves must also “at all times” have access to fresh water.²⁹ On-
7 farm killing of healthy calves is prohibited.³⁰

8 34. AFF flagrantly violated these Standards. The aforementioned investigations
9 found extensive evidence of calves left in dirty hutches and covered in filth, without any
10 outdoor access at all, unable to see other calves, and for a month longer than Certified
11 Humane allows. Farm Forward also documented calves that were discovered dead in their
12 hutches.³¹

13 35. In November 2022, the Investigator documented calves in filth consisting of
14 feces, urine, and mud. This filth covered the floors, denying the calves bedding, and
15 covered the calves themselves as well. In many hutches calves were standing in a soup of
16 waste:

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19 ²⁴ *Humane Farm Animal Care Welfare Standards: Dairy Cattle (Edition 23)*, FW 17,
20 pp 6 (2023), [https://certifiedhumane.org/wp-](https://certifiedhumane.org/wp-content/uploads/DAIRY_CATTLE_STANDARDS.pdf)
21 [content/uploads/DAIRY_CATTLE_STANDARDS.pdf](https://certifiedhumane.org/wp-content/uploads/DAIRY_CATTLE_STANDARDS.pdf) (“Certified Humane Standards”).

22 ²⁵ *Id.* at 14.

23 ²⁶ *Id.* at 19.

24 ²⁷ *Id.*

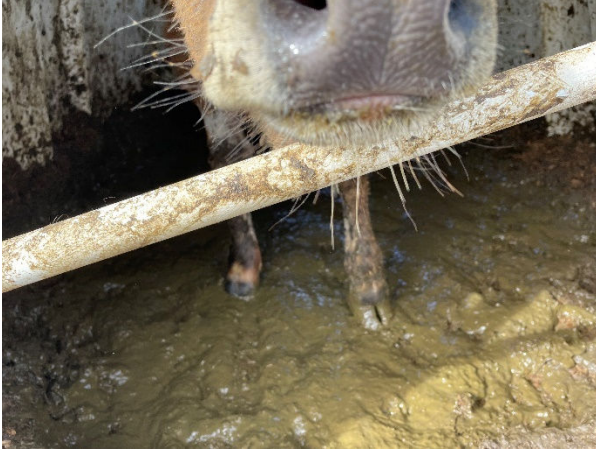
25 ²⁸ *Id.*

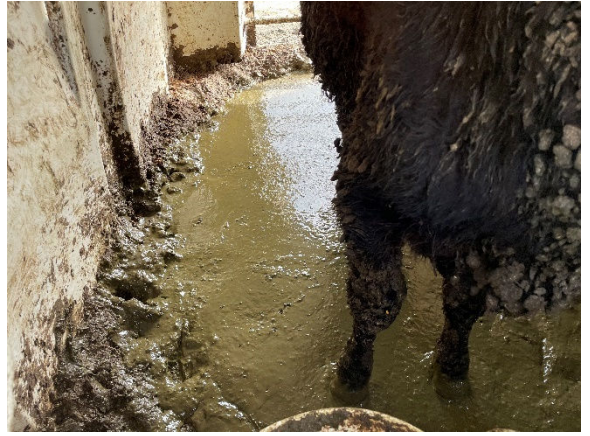
26 ²⁹ *Id.* at 4.

27 ³⁰ *Id.* at 18.

28 ³¹ Farm Forward Report, *supra* note 13 at 13.

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17 The Investigator called these the least sanitary hutches that the Investigator had ever seen.
18 Keeping calves in such filth is forbidden by the Standards.

19 36. The Investigator witnessed many of these pools of waste rising over the
20 calves' hooves.

21 37. AFF personnel admitted to the Investigator that AFF *did not clean the*
22 *hutches at all* while the calves were using them, waiting until a calf was removed to join
23 the herd in group housing before cleaning out the hutch.

24 38. These hutches did not permit the calves to see each other. Nor did they offer
25 the calves any outdoor access at all. Both conditions directly violate the Standards, violate
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1 California Penal Code Section 597t,³² and counter AFF’s promises of humane treatment.
2 The investigator documented these conditions:



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³² A person who confines any animal without providing “an adequate exercise area” violates California Penal Code Section 597t and commits a misdemeanor offense. Filth-covered hutches with no outdoor access are in no way an adequate exercise area. *See Leider v. Lewis*, 243 Cal. App. 4th 1078, 1102 (Cal. App. 2016), *rev’d on other grounds*, 2 Cal. 5th 1121 (Cal. 2017) (stating that conditions that render an area “unsafe or unusable” for the animal—such as the ground on which the animal is kept leaving “little safe room” for exercise—violate the law). Certified Humane Standard E46(m) also requires an “outdoor exercise area,” meaning that AFF violates both the law and the Standards it purports to uphold.

1 39. As a result of being unable to see each other, the calves attempt to put their
2 heads through the narrow bars of their hutches. The investigator documented a calf stuck
3 in the bars:



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13 40. AFF confines calves to these filthy, isolating hutches for far longer than the
14 Standards permit. AFF personnel admitted to the Investigator that they confine calves in
15 the hutches for at least *until 12 weeks of age*, far exceeding the Standards limit of 8 weeks.
16 Indeed, the Investigator located a calf marked with a birth date indicating that she had
17 been confined in the hutch for approximately four months—twice as long as the Standards
18 permit.

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20 41. The Investigator documented AFF blowing sawdust directly into the calf
21 hutches at face level, leaving the calves covered and matted with it. This was the result:

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42. Farm Forward obtained photographs showing the sad but obvious result of the calves' poor treatment—dead calves:³³



³³ Farm Forward Report, *supra* note 13 at 33.

1 43. This documented treatment of calves by AFF directly contradicts the
2 Standards that Certified Humane and AFF tell consumers the certified products meet.

3 44. Calves were far from the only abused animals at AFF. Indeed, AFF’s
4 documented mistreatment of adult cows is clearly contrary to the Standards that Certified
5 Humane and AFF tell consumers are being met.

6 45. AFF *poured salt into the eyes of cows and then glued denim patches to their*
7 *eyes* in an attempt to address eye infections and cancers. This was standard operating
8 procedure, with a whistleblower reporting that it had happened “hundreds” of times. Of
9 course, this “treatment” is completely ineffective.³⁴

10 46. A cow from AFF was documented at a cattle auction after having a denim
11 patch removed from her eye. The abused cow’s eye was distended and ruptured, with its
12 contents spilling out:



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25 A veterinarian reviewed videos of the cow and stated that the denim patch “exacerbate[d]
26 the problem.”³⁵

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³⁴ *Id.* at 23.

³⁵ *Id.*

1 47. AFF *cut off a cow's teat with a pocketknife and without any pain*
2 *management.* As Farm Forward documented, a cow with mastitis was becoming difficult
3 to milk, so a worker cut her teat off with an unsanitized pocketknife:
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19 48. Certified Humane Standards do not permit making up “care” for sick animals
20 on the fly. “All efforts must be made to ensure a rapid and proper diagnosis and treatment
21 of any sick animal.”³⁶ “Any” sick or injured cattle “must” be “[t]reated without delay
22 (including seeking veterinary care when needed).”³⁷ AFF’s actions were as out of
23 compliance with these requirements as it is possible to be, and directly contrary to AFF’s
24 promises of humane treatment.
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³⁶ Certified Humane Standards, *supra* note 24 at 23.

³⁷ *Id.*; *cf. id.* at 29 (permitting removal of supernumerary teats using pain management only up to breeding age).

1 49. AFF *drags disabled cows across concrete and gravel by their hips with*
2 *heavy machinery*. A whistleblower reported to Farm Forward that AFF used a skid loader
3 to drag a live cow across 50 yards of concrete and gravel. When a new employee
4 questioned the practice, a more senior employee responded that this was “the way we’ve
5 always done it.” The incident was reported to Blake Alexandre, an owner and manager of
6 AFF, who took no action. The incident was documented:³⁸



24 Farm Forward received two whistleblower accounts of nonambulatory disabled cows being
25 dragged alive across gravel and concrete by skid loaders in separate incidents at AFF.³⁹

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³⁸ Farm Forward Report, *supra* note 13 at 11.

³⁹ *Id.*

1 50. This violated AFF’s promises of humane treatment, including those set forth
2 through the Certified Humane Standards. “Appropriate equipment (e.g., sling or harness,
3 sled, bucket of a front-end loader, floatation tank, or stone boat) must be available on the
4 dairy to move an injured or nonambulatory animal.” Regardless of the type of lifting gear
5 used, “it must provide complete body support. Hoisting by chain or dragging is
6 prohibited.” Cruelty is expressly forbidden: “Care must be taken not to cause unnecessary
7 pain, distress, or further physical damage to the animal.” “The use of hip-lifters,”
8 specifically, is allowed “only for emergency, short-term assistance.”⁴⁰ AFF was plainly
9 out of compliance with these requirements.

10 51. AFF ***dehorns fully grown cows with no pain management.*** Cows’ horns are
11 ordinarily removed as calves, before the horn buds attach to their skulls. Alexandre
12 allowed more than 800 cows to develop for years until they had full horns. It then sawed
13 them off through live, bloody tissue containing nerves, without any pain management. A
14 removal was documented.⁴¹

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27 ⁴⁰ Certified Humane Standards, *supra* note 24 at 26-27.

28 ⁴¹ Farm Forward Report, *supra* note 13 at 12.



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52. The Standards directly forbid this. It is black-letter unacceptable to use “sawing” to dehorn a cow. Moreover, removal of horns from cows older than six months must use a combination of sedatives, local anesthesia, and anti-inflammatories, and must be done by a veterinarian. This also cannot be a routine procedure.⁴² Again, AFF was operating with total disregard for the Standards and its promises of humane conduct.

53. *AFF ignored a down cow—a cow unable to stand up on her own—for two weeks until an employee finally shot her.* A down cow was documented:

⁴² Certified Humane Standards, *supra* note 24 at 29-30.



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13 54. The Standards forbid this too. “All non-ambulatory animals must be
14 promptly treated or euthanized”; if the prognosis for recovery is poor, euthanasia must
15 occur “early”⁴⁴—not after leaving a cow on the ground for weeks.

16 55. AFF *routinely provides no veterinary or hoof care management*.⁴⁵ This
17 violates the Standards, since any sick animal must be “treated without delay”⁴⁶ and
18 producers must “demonstrate methods for prevention of acute hoof conditions” and
19 include preventative hoof care in their Animal Care Plan.⁴⁷

20
21
22
23 ⁴³ Farm Forward Report, *supra* note 13 at 13.

24 ⁴⁴ Certified Humane Standards, *supra* note 24 at 26 (noting that “where the prognosis
25 for recovery of a non-ambulatory animal is poor, early intervention by euthanizing the
26 animal on farm must be undertaken”).

27 ⁴⁵ Farm Forward Report, *supra* note 13 at 15.

28 ⁴⁶ Certified Humane Standards, *supra* note 24 at 28.

⁴⁷ *Id.* at 27.

1 56. AFF *routinely transports sick, injured, and/or lame cows*.⁴⁸ This violates the
2 Standards as well. A sick or injured but ambulatory animal may only be transported for
3 veterinary care, for immediate humane slaughter, or if the animal is capable of loading,
4 traveling, and unloading while walking unassisted.⁴⁹ A sick or injured non-ambulatory
5 cow cannot be transported at all unless it is for veterinary care.⁵⁰

6 57. In sum, again and again and again AFF engaged in cruelty far outside of
7 what Certified Humane’s Standards are supposed to allow. AFF nevertheless continued
8 not only using the Certified Humane Logo but asserting that its use of the Logo showed
9 that AFF stood for “compassion and benevolence.”

10 58. AFF compounded its misleading use of the Logo by making its own separate
11 promises of humane treatment, such as “provid[ing] the healthiest environment” for the
12 animals in its care and advocating for “a more humane food system.”

13 **IV. CERTIFIED HUMANE’S KNOWLEDGE OF AFF’S PRACTICES AND**
14 **FAILURE TO ENFORCE THE STANDARDS IT PROMOTES TO**
15 **CONSUMERS.**

16 59. While AFF brutalized and neglected the animals in its care, Certified Humane
17 continued to allow AFF to use the Logo on its website and its products, representing to
18 Plaintiff Taylor and other consumers that AFF’s animal care practices met the Standards.
19 This consumer deception persisted for years.

20 60. Even when AFF’s cruelty became national news⁵¹, Certified Humane did not
21 require AFF to remove the Logo from AFF products or its website. Nor did Certified
22 Humane change its own representations about what use of the Logo realistically
23 guarantees to consumers.

24
25 _____
26 ⁴⁸ Farm Forward Report, *supra* note 13 at 15.

27 ⁴⁹ Certified Humane Standards at 33.

28 ⁵⁰ *Id.* at 26.

⁵¹ *See* Annie Lowrey, *supra* note 15.

1 61. Based on its own representations, Certified Humane was certainly aware of
2 the conditions at AFF in the years leading up to Farm Forward’s report. Certified Humane
3 asserts that it inspects certified facilities, and any real audit could not have failed to
4 uncover AFF’s abusive treatment of its animals.

5 62. Nevertheless, despite AFF’s conduct occurring for years, Certified Humane
6 took no action to remove AFF from its certification program or to prevent AFF from using
7 the Logo on its products or website.

8 63. Eventually, Certified Humane apparently delisted AFF from its online list of
9 “Producers who are Certified Humane.” Comparisons of Certified Humane’s website five
10 weeks before and two-to-three weeks after the publication of Farm Forward’s report reveal
11 that AFF was removed from the online list. The delisting occurred with no announcement
12 from Certified Humane, hence the exact date of removal is uncertain.⁵²

13 64. On information and belief, however, *even at that point* Certified Humane did
14 *not* require AFF to cease using the Logo to mislead consumers. And indeed, AFF used the
15 Logo continuously through the Class Period, *see supra* ¶ 24, to deceive consumers such
16 as Plaintiff. Moreover, by removing AFF from the online list of certified entities silently,
17 Certified Humane hid from consumers the change in AFF’s status.

18 65. Certified Humane did not alter its promises to consumers either, despite
19 failing to keep them. Certified Humane continued to represent that its Logo “assured” the
20 Standards were followed, and that “the public will know exactly how animals protected
21 by our seal of approval are treated.”

22 66. AFF’s documented conduct shows Certified Humane’s representations to be
23 false and/or misleading. A veritable festival of cruelty occurred at AFF for years, right
24 under Certified Humane’s nose, which Certified Humane was unable or unwilling to stop.

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27 ⁵² *Timeline of Alexandre Dairy Investigation*, Farm Forward,
28 <https://www.farmforward.com/news/timeline-of-alexandre-dairy-investigation/> (last
visited Mar. 6, 2025).

1 67. Certified Humane’s statements that its Logo represents a guarantee are
2 simply false.

3 68. Certified Humane promises that “[o]nly” certified producers are allowed to
4 use the Logo. This is also untrue. When Certified Humane quietly removed AFF from its
5 approved producers, on information and belief it took no action to prevent AFF from
6 continuing to use that Logo on its website and products, the most direct forms of
7 communication with consumers.

8 69. Certified Humane’s false representations about the meaning of its Logo, and
9 Certified Humane’s allowing AFF to use the Logo, were deceptive to consumers such as
10 Plaintiff Taylor, who reasonably but erroneously believed they could trust Certified
11 Humane’s word.

12 **PARTIES, JURISDICTION, AND VENUE**

13 70. This Court has original subject-matter jurisdiction over this proposed class
14 action pursuant to 28 U.S.C. § 1332(d)(2)(A), the Class Action Fairness Act (“CAFA”).
15 There are more than 100 members in the proposed class.

16 71. Plaintiff Leilani Taylor is a citizen of San Diego, California and consents to
17 this Court’s jurisdiction.

18 72. At all times herein, Plaintiff Taylor was and is an individual consumer over
19 the age of 18.

20 73. Defendant Humane Farm Animal Care d/b/a Certified Humane (referred to
21 herein as “Certified Humane”) is a United States Code § 501(c)(3) nonprofit organization
22 headquartered in Middleburg, Virginia.

23 74. Through its purported auditing and certification schema, including its work
24 with Defendant AFF, Certified Humane is subject to the jurisdiction of this Court,
25 consistent with California Code of Civil Procedure section 410.10.

26 75. Defendant Alexandre Family Farm is a limited liability corporation
27 incorporated in California and with its principal address at 8371 Lower Lake Road,
28 Crescent City, California.

1 76. The amount in controversy exceeds the sum of \$5,000,000, exclusive of
2 interest and costs.

3 77. This Court has personal jurisdiction over Defendants in that they regularly
4 conduct and transact business in California, purposefully avail themselves of the laws of
5 California, and have marketed the Logo and products bearing the Logo to consumers in
6 California.

7 78. Venue is proper in this District under 28 U.S.C. § 1391(a). Substantial acts
8 in furtherance of the alleged improper conduct occurred within this District, including the
9 dissemination of false and misleading marketing and advertising regarding the nature of
10 the Logo and its meaning for certified AFF products.

11 79. Plaintiff Taylor purchased AFF's Half and Half and Egnog products at
12 Jimbo's, 12841 El Camino Real, San Diego, CA 920130 between 2018 and 2024, buying
13 approximately three pint-sized bottles total per month. Plaintiff Taylor purchased these
14 AFF products bearing the Logo in a typical setting for individual use.

15 80. When she purchased the AFF products, Plaintiff Taylor saw and relied upon
16 the Logo.

17 81. Absent the use of the Logo, Plaintiff Taylor would not have paid as much for
18 the products and likely would have chosen other products that represented more humane
19 treatment of animals used for food.

20 82. Plaintiff Taylor consumes dairy products regularly, cares about the welfare
21 of farmed animals, and would like to be able to purchase products, including AFF
22 products, that comport with Certified Humane's standards. If Plaintiff Taylor had a way
23 to be certain that AFF is truly complying with Certified Humane's standards, and that
24 Certified Humane is truly ensuring such compliance, she would consider purchasing AFF
25 products again. Absent relief from the Court, however, Plaintiff Taylor has no way to
26 know whether AFF and Certified Humane are meeting their promises to consumers.

27
28

CLASS ALLEGATIONS

83. Plaintiff Taylor re-alleges and incorporates by reference the allegations set forth in each of the preceding paragraphs of this Complaint.

84. Plaintiff Taylor brings this action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of herself and all other similarly situated individuals within the United States (the “Class”), defined as follows: all consumers who purchased Alexandre Family Farm products bearing the Certified Humane Logo within the United States during the applicable statute of limitations period (the “Class Period”) and until the date of class certification.

85. Included in the Class, to the extent necessary, is a subclass of all persons who purchased the Alexandre Family Farm products bearing the Certified Humane Logo in California during the Class Period (the “California Subclass”).

86. Excluded from the Class are (1) Defendants, any entity or division in which either Defendant has a controlling interest, and Defendants’ legal representatives, officers, directors, assigns, and successors; and (2) the judge to whom this case is assigned and the judge’s staff.

87. There are substantial questions of law and fact common to all members of the Class, which will predominate over any individual issues. These common questions of law and fact include, without limitation:

- (a) Whether Defendants are responsible for the marketing at issue;
- (b) Whether the marketing of the Alexandre Family Farm products bearing the Certified Humane Logo was unfair, misleading, false, deceptive, fraudulent, and/or unlawful;
- (c) Whether AFF engaged in unfair, misleading, false, deceptive, fraudulent, and/or unlawful conduct with its promises about the meaning of the Logo in regard to its products bearing the Logo;

- 1 (d) Whether AFF engaged in unfair, misleading, false, deceptive, fraudulent,
2 and/or unlawful conduct when it marketed products bearing the Logo;
- 3 (e) Whether Certified Humane engaged in unfair, misleading, false, deceptive,
4 fraudulent, and/or unlawful conduct with its promises about the meaning of
5 the Logo;
- 6 (f) Whether Certified Humane engaged in unfair, misleading, false, deceptive,
7 fraudulent, and/or unlawful conduct in allowing AFF to market products
8 bearing the Logo;
- 9 (g) Whether the use of the Logo and the accompanying representations about
10 the meaning of the Logo created a warranty regarding the treatment of the
11 animals used in production of the AFF products bearing the Logo;
- 12 (h) Whether consumers reasonably would have believed that the use of the Logo
13 on the AFF products meant that the animals used in the production of those
14 products were treated in accordance with Certified Humane’s published
15 Standards; and
- 16 (i) Whether Defendants’ conduct injured Plaintiff Taylor and Class Members.
17
18
19

20 88. Plaintiff Taylor’s claims are typical of the claims of the Class. Plaintiff
21 Taylor is a member of a well-defined class of similarly situated persons, and the members
22 of the Class were similarly affected by Defendants’ conduct and are owed the same relief,
23 as alleged in this Complaint.

24 89. The precise number of the Class members and their identities are unknown
25 to Plaintiff Taylor at this time but may be reasonably determined through discovery.

26 90. Plaintiff Taylor will fairly and adequately protect the interests of the Class
27 and has no interests that are antagonistic to the claims of the Class. Plaintiff Taylor will
28 vigorously pursue the claims of the Class and Subclass.

1 91. Plaintiff Taylor has retained counsel who are competent and experienced in
2 consumer protection litigation, including class actions relating to false advertising.
3 Plaintiff Taylor’s counsel have successfully represented plaintiffs in complex class actions
4 and currently represent plaintiffs in similar complex class action lawsuits involving false
5 advertising.

6 92. A class action provides a fair and efficient method, if not the only method,
7 for adjudicating this controversy. The substantive claims of Plaintiff Taylor and the Class
8 are nearly identical and will require evidentiary proof of the same kind and application of
9 the same laws. There is no plain, speedy, or adequate remedy other than by maintenance
10 of this class action.

11 93. A class action is superior to other available methods for the fair and efficient
12 adjudication of this controversy because Class Members number in the thousands and
13 individual joinder is impracticable. The expense and burden of individual litigation would
14 make it impracticable or impossible for proposed Class Members to prosecute their claims
15 individually, and the disposition of this case and as part of a single class action will benefit
16 the parties and reduce the aggregate judicial resources that would be spent if this matter
17 were handled as hundreds or thousands of separate lawsuits. Trying Plaintiff Taylor’s and
18 the Class Members’ claims together is manageable.

19 94. No member of the Class has a substantial interest in individually controlling
20 the prosecution of a separate action.

21 95. The prerequisites to maintaining a class action for equitable relief are met.

22 96. By affixing the Logo to its products, and by making representations about
23 what that Logo means for the treatment of the animals used in the production of the
24 products, Defendant AFF acted or refused to act on grounds generally applicable to the
25 Class, making appropriate relief with respect to the Class as a whole.

26 97. By allowing the use of the Logo by AFF, and by making representations
27 about what that Logo means for the treatment of the animals used in the production of the
28 products bearing the Logo, Defendant Certified Humane acted or refused to act on grounds

1 generally applicable to the Class, making appropriate relief with respect to the Class as a
2 whole.

3 98. The prosecution of separate actions by members of the Class would create a
4 risk of establishing inconsistent rulings and/or incompatible standards of conduct for AFF
5 and Certified Humane. Additionally, individual actions could be dispositive of the
6 interests of the Class even where certain Class members are not parties to such actions.

7 99. Plaintiff Taylor knows of no difficulty that will be encountered in the
8 management of this litigation that would preclude its maintenance of a class action.

9 CAUSES OF ACTION

10 **COUNT I**

11
12 **Unfair and Deceptive Acts and Practices**
13 **in Violation of the California Consumer Legal Remedies Act**
14 **(On Behalf of the California Subclass)**

15 100. Plaintiff Taylor incorporates by reference and realleges herein all paragraphs
16 alleged above.

17 101. This cause of action is brought pursuant to California’s Consumers Legal
18 Remedies Act, Cal. Civ. Code §§ 1750-1785 (the “CLRA”).

19 102. Plaintiff Taylor and other members of the California Subclass are
20 “consumers,” as the term is defined by California Civil Code § 1761(d), because they
21 bought AFF’s products bearing the Certified Humane Logo for personal, family, or
22 household purposes.

23 103. Plaintiff Taylor, the other members of the California Subclass, and
24 Defendants have engaged in “transactions,” as that term is defined by California Civil
25 Code §1761(e).

26 104. The conduct alleged in this Complaint constitutes unfair methods of
27 competition and unfair and deceptive acts and practices for the purpose of the CLRA, and
28

1 the conduct was undertaken by Defendants in transactions intended to result in, and that
2 did result in, the sale of goods to consumers.

3 105. As alleged more fully above, Defendants have violated the CLRA by falsely
4 representing to Plaintiff Taylor and the other members of the California Subclass that the
5 use of the Logo on the AFF products means that the treatment of animals used in
6 production of those products met the Standards, and by representing that AFF provides
7 humane treatment to animals in its care.

8 106. As a result of engaging in such conduct, Defendants have violated California
9 Civil Code § 1770(a)(5), (a)(7), and (a)(9).

10 107. CLRA § 1782 NOTICE. On February 14, 2025, a CLRA demand letter was
11 sent on behalf of Plaintiff Taylor to Alexandre Family Farm via certified mail, which
12 provided notice of Defendants' violation of the CLRA and demanded that within thirty
13 (30) days from that date, AFF correct or otherwise rectify the unlawful, unfair, false,
14 and/or deceptive practices complained of herein. The letter also stated that if AFF refused
15 to do so, a complaint seeking damages in accordance with the CLRA would be filed. AFF
16 received the letter on behalf of Plaintiff Taylor on February 14, 2025 but has failed to
17 comply with the letter. Accordingly, pursuant to California Civil Code § 1780(a)(3),
18 Plaintiff Taylor, on behalf of herself and the California Subclass, seeks compensatory
19 damages, punitive damages, injunctive relief, and restitution of any ill-gotten gains due to
20 AFF's acts and practices.

21 108. CLRA § 1782 NOTICE. On February 14, 2025, a CLRA demand letter was
22 sent on behalf of Plaintiff Taylor to Certified Humane via certified mail, which provided
23 notice of Defendants' violation of the CLRA and demanded that within thirty (30) days
24 from that date, Certified Humane correct or otherwise rectify the unlawful, unfair, false,
25 and/or deceptive practices complained of herein. The letter also stated that if Certified
26 Humane refused to do so, a complaint seeking damages in accordance with the CLRA
27 would be filed. Certified Humane received the letter on behalf of Plaintiff Taylor on
28 February 14, 2025 and sent a response on March 5, 2025 but has failed to comply with the

1 letter. Accordingly, pursuant to California Civil Code § 1780(a)(3), Plaintiff Taylor, on
2 behalf of herself and the California Subclass, seeks compensatory damages, punitive
3 damages, injunctive relief, and restitution of any ill-gotten gains due to Certified
4 Humane’s acts and practices.

5 **COUNT II**

6
7 **Violations of California’s False Advertising Law**
8 **(On Behalf of the California Subclass)**

9
10 109. Plaintiff Taylor incorporates by reference and realleges herein all paragraphs
11 alleged above.

12 110. As alleged more fully above, Defendants have falsely advertised the Logo
13 and falsely advertised the AFF products bearing the Logo.

14 111. At all material times, Defendants engaged in a scheme of offering the AFF
15 products bearing the Logo for sale to Plaintiff Taylor and the other members of the
16 California Subclass.

17 112. At all material times, Certified Humane engaged in a scheme of advertising
18 the Logo, including making advertising promises via its website and elsewhere, as a
19 material component of products for sale to Plaintiff Taylor and the other members of the
20 California Subclass.

21 113. At all material times, AFF advertised its products bearing the Logo, including
22 making advertising promises via its website and elsewhere, for sale to Plaintiff Taylor and
23 the other members of the California Subclass.

24 114. The use of the Logo on AFF products and Defendants’ concealment of AFF’s
25 actual practices relating to the treatment of animals used in making the products, as
26 detailed above, constitute false and misleading advertising, and therefore constitute a
27 violation of California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500
28 *et seq.*

1 115. AFF’s additional promises of humane treatment of the animals in its care, as
2 detailed above, constitute false and misleading advertising, and therefore constitute a
3 violation of California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500
4 *et seq.*

5 116. Said advertisements and inducements were made within the State of
6 California and come within the definition of advertising contained in the FAL, in that such
7 promotional materials were intended as inducements to purchase the AFF products and
8 other products bearing the Logo and are statements disseminated by Defendants to, and
9 intended to reach, Plaintiff Taylor and the other members of the California Subclass.
10 Defendants knew, or in the exercise of reasonable care should have known, that this
11 advertising was and is misleading and deceptive.

12 117. The above-described acts of Defendants did deceive and were likely to
13 deceive reasonable consumers, including Plaintiff Taylor and the other members of the
14 California Subclass, by obfuscating the nature and sourcing of the AFF products bearing
15 the Logo, and by misrepresenting the meaning and assurances of the Logo, in violation of
16 the “misleading” prong of the FAL.

17 118. Plaintiff Taylor and the other members of the California Subclass have
18 suffered injury-in-fact and have lost money or property as a result of Defendants’
19 violations of California’s False Advertising Law, California Business and Professions
20 Code §§ 17500 *et seq.*

21 119. Pursuant to California Business and Professions Code §§ 17203 and 17535,
22 Plaintiff Taylor and the Class seek an order of this Court that includes, but is not limited
23 to, requiring Defendants to provide restitution to Plaintiff Taylor and the other members
24 of the California Subclass; to cease their unlawful and deceptive acts; and pay the attorney
25 fees and costs of Plaintiff Taylor and the California Subclass.
26
27
28

COUNT III

**Violation of California’s Unfair Competition Law
(On Behalf of the California Subclass)**

120. Plaintiff Taylor incorporates by reference and realleges herein all paragraphs alleged above.

121. By committing the acts and practices alleged herein, Defendants have violated California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200-17210, as to the California Subclass as a whole, by engaging in unlawful, fraudulent, and unfair conduct.

122. Defendants have violated the UCL’s proscription against engaging in *unlawful* conduct as a result of violations, as alleged above, of the CLRA (Cal. Civ. Code §§ 1770(a)(5), (a)(7), and (a)(9)) and the FAL (Cal. Bus. & Prof. Code §§ 17500 *et seq.*).

123. Defendants’ acts and practices described above also violate the UCL’s proscription against engaging in fraudulent conduct.

124. As more fully described above, Defendants’ misleading marketing and advertising of the Logo and the AFF products bearing the Logo was likely to deceive reasonable consumers. Indeed, Plaintiff Taylor and the other members of the California Subclass were deceived regarding the qualities of the AFF products bearing the Logo, because Defendants’ marketing and advertising misrepresent or omit the true facts concerning the treatment of the animals used in production of the products. Those acts are fraudulent business practices.

125. Defendants’ acts and practices described above also violate the UCL’s proscription against engaging in unfair conduct.

126. Plaintiff Taylor and the other members of the California Subclass suffered injury by virtue of buying the AFF products bearing the Logo that they would not have

1 purchased, or would not have paid the requested prices for, absent Defendants’ unlawful,
2 fraudulent, and unfair marketing and advertising.

3 127. There is no benefit to consumers or competition from deceptively marketing
4 the Logo or the AFF products bearing the Logo, which purport to be made with milk from
5 cows treated and handled according to the Standards and even with “compassion and
6 benevolence,” when these unqualified promises are false.

7 128. Plaintiff Taylor and the other members of the California Subclass had no way
8 of reasonably knowing that the AFF products bearing the Logo that they purchased were
9 not as marketed or advertised. Thus, they could not have reasonably avoided the injury
10 each of them suffered.

11 129. The consequences of Defendants’ conduct as described above outweigh any
12 justification, motive, or reason therefore, particularly considering the available lawful
13 alternatives that exist in the marketplace, and such conduct is immoral, unethical, and
14 unscrupulous, offends established public policy, and is substantially injurious to Plaintiff
15 Taylor and the other members of the California Subclass.

16 130. Pursuant to California Business and Professional Code § 17203, Plaintiff
17 Taylor and the members of the California Subclass seek an order of this Court that, *inter*
18 *alia*, requires Defendants to provide restitution to Plaintiff Taylor and the other members
19 of the California Subclass; disgorge all revenues obtained as a result of violations of the
20 UCL; cease their unlawful and deceptive acts; and pay the attorneys’ fees and costs of
21 Plaintiff Taylor and the California Subclass.

22 **COUNT IV**

23
24 **Breach of Express Warranty**
25 **(On Behalf of the Class)**
26

27 131. Plaintiff Taylor realleges and reincorporates by reference all paragraphs
28 alleged above.

1 132. Plaintiff Taylor and Class Members formed a contract with Defendants at the
2 time Plaintiff Taylor and Class Members purchased AFF products bearing Certified
3 Humane’s Logo.

4 133. The terms of the contract include the promises and affirmations of fact made
5 by Defendants through marketing and advertising the Logo and the AFF products bearing
6 that Logo, as described above.

7 134. This labeling, marketing, and advertising constitute express warranties and
8 became part of the basis of the bargain and are part of the standardized contract between
9 Defendants and Plaintiff Taylor and Class Members.

10 135. As set forth above, Defendants purport through advertising and marketing to
11 create an express warranty that the Logo means that the AFF products bearing that Logo
12 are made with milk from cows treated in accordance with Certified Humane’s Standards,
13 without qualification.

14 136. Plaintiff Taylor and Class Members performed all conditions precedent to
15 Defendants’ liability under this contract when they purchased the AFF products bearing
16 that Logo.

17 137. Defendants breached the Logo’s express warranty because despite their
18 promises that the AFF products bearing that Logo are made with milk from cows treated
19 in accordance with Certified Humane’s Standards, in fact AFF engaged in egregious
20 mistreatment of animals within its care, wildly divergent from the Standards, and Certified
21 Humane was aware of this mistreatment and deviation. Thus, the Logo and the AFF
22 products bearing the Logo do not conform to the warranty, *i.e.*, animals treated according
23 to the Standards, and did not conform to the warranty at the time they were purchased.

24 138. Plaintiff Taylor and the Class Members would not have purchased the AFF
25 products bearing the Logo, or would have paid less for or not purchased as many of them,
26 had they known the true meaning of the Logo or the true nature of the AFF products
27 bearing the Logo.

28

1 139. As a result of Defendants’ breach of warranty, Plaintiff Taylor and each Class
2 Member suffered and continues to suffer financial damage and injury, and is entitled to
3 all damages, in addition to costs, interest and fees, including attorney’s fees, as allowed
4 by law.

5
6 **PRAYER FOR RELIEF**

7 **WHEREFORE**, Plaintiff Taylor respectfully requests that the Court enter
8 judgment in her favor and in favor of the California Subclass and the Class as follows:

9 A. An order certifying the proposed Class (and/or Subclass as deemed necessary);
10 appointing Plaintiff Taylor as representative of the Class (and/or Subclass as deemed
11 necessary); and appointing Plaintiff Taylor’s undersigned counsel as class counsel for the
12 Class (and/or Subclass as deemed necessary);

13 B. A declaration that Defendants are financially responsible for notifying Class
14 members of the pendency of this suit;

15 C. Monetary damages for members of the Class pursuant to California Civil Code
16 § 1780;

17 D. Monetary damages and statutory damages in the maximum amount provided by
18 law;

19 E. Punitive damages in accordance with proof and in an amount consistent with
20 applicable precedent;

21 F. Restitution for members of the Class, including restitutionary disgorgement;

22 G. An order enjoining Defendants’ conduct found to be in violation of the law;

23 H. An order awarding Plaintiff Taylor and the other Class members the reasonable
24 costs and expenses of suit, including their attorneys’ fees; and

25 I. Any further relief that the Court may deem appropriate.

26 **JURY TRIAL DEMANDED**

27 Plaintiff Taylor hereby demands a trial by jury.
28

1 DATED: March 7, 2025

Respectfully submitted,

2 **PEASE & IJADI, APC**

3
4 /s/ Bryan W. Pease

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15 **FARM SANCTUARY**

16 Cynthia Von Schlichten (*pro hac vice* pending)

17 3100 Aikens Road

18 Watkins Glen, NY 14891

19 Telephone: (530) 520-1971

20 cvonschlichten@farmsanctuary.org

21 *Attorneys for Plaintiff Taylor and Proposed Class*

CIVIL COVER SHEET

of 2

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
LEILANI TAYLOR, on behalf of herself and all others similarly
(b) County of Residence of First Listed Plaintiff San Diego
(c) Attorneys (Firm Name, Address, and Telephone Number) Richman Law & Policy

DEFENDANTS
HUMANE ANIMAL FARM CARE D/B/A CERTIFIED HUMANE and ALEXANDRE FAMILY FARM
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)
'25CV554 AGS JLB

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State X 1 1 Incorporated or Principal Place of Business In This State
Citizen of Another State 2 2 Incorporated and Principal Place of Business In Another State
Citizen or Subject of a Foreign Country 3 3 Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes like 110 Insurance, 210 Land Condemnation, 310 Airplane, etc.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(d)(2)(A)
Brief description of cause:
Class action concerning unfair, fraudulent, and deceptive acts and practices

VII. REQUESTED IN COMPLAINT:
[X] CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [] No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE: March 7, 2025 SIGNATURE OF ATTORNEY OF RECORD: /s/ Bryan Pease

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.