

AL029
91214
CA

FILED
Superior Court Of California
County Of Los Angeles

JUL 13 2015

Sherri R. Carter, Executive Officer/Clerk
By Kristina Vargas Deputy
Kristina Vargas

SHELDON EISENBERG (SBN 100626)
ERIN E. MCCracken (SBN 244523)
JESSICA MEDINA (SBN 302236)
DRINKER BIDDLE & REATH LLP
1800 Century Park East
Suite 1500
Los Angeles, CA 90067-1517
Telephone: (310) 203-4000
Facsimile: (310) 229-1285

NATHAN J. WINOGRAD (SBN 177934)
6114 La Salle Ave. #836
Oakland, CA 94611

Attorneys for Plaintiff
Carol Leining, and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Carol Leining, individually and on behalf
of others similarly situated ,

Plaintiff,

v.

Foster Poultry Farms, Inc. and Does 2-10,
inclusive,

Defendants.

Case No. **BC 588004**
CLASS ACTION COMPLAINT
JURY TRIAL DEMAND

D-311 Shepard Wiley Jr.

CIT/CASE: BC588004
LEA/DEF#:
RECEIPT #: CCH517486046
DATE PAID: 07/13/15 02:39 PM
PAYMENT: \$1,435.00 310
RECEIVED:
CHECK: \$1,435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

81550865.2

CLASS ACTION COMPLAINT

07/13/2015
DRINKER BIDDLE &
REATH LLP
ATTORNEYS AT LAW
LOS ANGELES

1 Plaintiff Carol Leining, individually and on behalf of all others similarly situated as
2 defined more fully below (the "Class"), brings this action against Defendant Foster Poultry Farms,
3 Inc. ("Foster Farms") and Does 2-10 seeking damages and injunctive relief arising out of Foster
4 Farms' use of deceptive and misleading American Humane® Certified labels on its fresh chicken
5 products sold in California.

6 PARTIES

7 1. Plaintiff Carol Leining ("Plaintiff") is a resident of Los Angeles County,
8 California. On several occasions during the Class Period (as defined below), Plaintiff purchased
9 Foster Farms' American Humane® Certified labeled chicken at Vons and Ralph's supermarkets
10 in La Crescenta, California. As discussed in more detail below, Plaintiff relied upon the
11 deceptive and misleading American Humane® certification used on the Foster Farms chickens in
12 making her decision to purchase the Foster Farms chickens. Her understanding of the meaning of
13 "American Humane® Certified" – that the chickens used by Foster Farms in its production
14 process were afforded a comfortable existence and a quick and painless death – was objectively
15 reasonable. Plaintiff suffered injury in that she would not have purchased the American
16 Humane® Certified labeled Foster Farms chickens had she known that the chickens raised and
17 slaughtered by Foster Farms were not in fact treated humanely, or even significantly differently
18 from most other chickens on the market.

19 2. On information and belief, Defendant Foster Farms is a California corporation
20 headquartered in Livingston, California. Foster Farms is reported to be the largest poultry
21 company in California and among the top ten broiler chicken producers in the United States.
22 Foster Farms runs hatcheries, ranches, feed mills, processing plants and refrigerated delivery
23 trucks. In 2013, Foster Farms' reported revenue was \$2.2 billion.

24 JURISDICTION AND VENUE

25 3. Venue is proper in this Court because Foster Farms received substantial
26 compensation from the sale of American Humane® Certified labeled chicken in this County.
27 Further, many of the acts complained of occurred in this County and gave rise to the claims
28 alleged herein.

4. Additionally, jurisdiction in this Court is appropriate because all of the members of the proposed Class are citizens of the State of California, the primary defendant, Foster Farms, is a citizen of the State of California, the principal injuries resulting from Foster Farms' conduct were incurred in the State of California, and during the 3-year period preceding the filing of this case, no other class action has been filed asserting the same or similar factual allegations.

GENERAL ALLEGATIONS

5. Chickens raised for meat are the most numerous of any land animal farmed in the world. More than 8.5 billion chickens, termed “broilers” by the poultry industry, are slaughtered for meat production in the United States every year.

6. The National Advertising Division of the Better Business Bureau has stated that consumers rely on advertising claims about the treatment of farmed animals like chickens when they are making their purchasing decisions. The Federal Trade Commission has also acknowledged the importance that many consumers place on a company's claim of humane treatment of animals and the impact of that claim on purchasing decisions.

7. The humane treatment of farmed animals is of substantial concern to many American consumers, and they are willing to spend more money on products carried by companies claiming to treat their animals humanely. In a survey of consumers, the American Humane Association (“AHA”) found that 94.9% of consumers are very concerned about animal welfare, 92.6% of consumers think that it is very important to buy humanely raised products, 75.7% of consumers were very willing to pay more for humanely raised meat and 69% of consumers ranked a “humanely raised” label at or near the level of absolute necessity when considering its importance on their purchasing decisions.¹ In a recent survey, Foster Farms found that 74% of consumers on the West Coast completely agree that they would like more large producers to raise animals for food in a humane way, 76% of them completely agree that humane-certified foods should be more widely available to consumers, and 55% of consumers would make a personal

¹ See 2014 Humane Heartland Farm Animal Welfare Survey, available at: <http://www.americanhumane.org/humane-heartland/2014-humane-heartland-farm-survey.pdf>

1 commitment/pledge to purchase poultry that is humane certified.²

2 8. In March 2013, Foster Farms announced that its fresh chicken products earned
3 humane certification from the AHA. In its announcement, Foster Farms stated that “[i]t is the
4 right thing to do for our birds and we know that it is important to consumers,” and “[w]e know
5 that consumers want more choices for humanely raised poultry. Our longtime commitment to the
6 welfare of our birds has made this possible and certification provides consumers with that
7 assurance.”³ Foster Farms’ director of corporate communications also stated that “[c]onsumers
8 today are not ignorant. They are asking an increasing number of questions about their food. And
9 they are looking to Fresno State, Foster Farms and the American Humane Association to provide
10 the answers.”⁴ In addition, discussing Foster Farms’ American Humane® certification on a
11 public television program, AHA’s president and CEO stated that with the American Humane®
12 certified label on its chicken products, Foster Farms “is able to declare to their consumers that
13 their animals are raised humanely.”⁵ She noted that “it is important for Americans to have faith
14 [in the] products that they’re buying. That third-party assurance is what consumers are looking
15 for.”⁶

16 9. Currently, on its website, Foster Farms states: “We recognize that animal welfare
17 is important to the people of California and the Pacific Northwest, and that independent review by
18 American Humane Association – an organization with long experience in this area – is the best
19

20 ² See [http://refrigeratedtransporter.com/meat/foster-farms-products-earn-humane-](http://refrigeratedtransporter.com/meat/foster-farms-products-earn-humane-certification)
21 [certification](http://refrigeratedtransporter.com/meat/foster-farms-products-earn-humane-certification)

22 ³ See [http://www.prnewswire.com/news-releases/foster-farms-first-major-poultry-](http://www.prnewswire.com/news-releases/foster-farms-first-major-poultry-producer-in-the-west-to-earn-humane-certification-from-american-humane-association--meets-increasing-consumer-demand-for-humanely-raised-foods-197011261.html)
23 [producer-in-the-west-to-earn-humane-certification-from-american-humane-association--meets-](http://www.prnewswire.com/news-releases/foster-farms-first-major-poultry-producer-in-the-west-to-earn-humane-certification-from-american-humane-association--meets-increasing-consumer-demand-for-humanely-raised-foods-197011261.html)
24 [increasing-consumer-demand-for-humanely-raised-foods-197011261.html](http://www.prnewswire.com/news-releases/foster-farms-first-major-poultry-producer-in-the-west-to-earn-humane-certification-from-american-humane-association--meets-increasing-consumer-demand-for-humanely-raised-foods-197011261.html)

25 ⁴ See Robert Rodriguez, “Foster Farms Among West’s First Poultry Producers To Get
26 ‘Humane’ Certification,” in *The Fresno Bee*, available at:
27 [http://www.bakersfield.com/news/2013/03/12/foster-farms-among-west-s-first-poultry-producers-](http://www.bakersfield.com/news/2013/03/12/foster-farms-among-west-s-first-poultry-producers-to-get-humane-certification.html)
28 [to-get-humane-certification.html](http://www.bakersfield.com/news/2013/03/12/foster-farms-among-west-s-first-poultry-producers-to-get-humane-certification.html)

⁵ See *America’s Heartland: Episode 903*, available at:
americasheartland.org/episodes/episode_903/index.htm

⁶ See *id.*

1 guarantee that their expectations are being met.”⁷

2 10. Foster Farms capitalizes on its customers’ concerns for humane treatment by
3 charging more for its chicken sold with the American Humane® Certified label than comparable
4 chicken sold at California grocery stores. For example, at a Los Angeles, California Haggen
5 grocery store visited on June 28, 2015, the price of Foster Farms American Humane® Certified
6 labeled chicken was \$5.99/lb. whereas other chicken labeled as “all natural” but without the
7 American Humane® Certified label was \$2.99/lb. and other chicken labeled as “hatched, raised,
8 harvested in the U.S.” was \$3.99/lb.

9 11. As described more fully below, Foster Farm’s use of the American Humane®
10 Certified label on its fresh chicken products is deceptive and misleading. The American
11 Humane® Certified label creates a reasonable expectation among consumers that the chicken they
12 are purchasing is produced under circumstances that would be understood to be humane. Yet, the
13 AHA standards that Foster Farms purports to follow in order to attain “humane certification”
14 from the AHA permit and even necessitate inhumane treatment on their face.

15 12. The AHA itself articulates what its humane certification is meant to communicate
16 about the conditions experienced by the animals used for meat production under its auspices.
17 According to the AHA, those animals are supposed to enjoy: (1) freedom from hunger/thirst;
18 (2) freedom from discomfort; (3) freedom from pain, injury and disease; (4) freedom from fear
19 and distress; and (5) freedom to express normal behaviors.

20 13. Plaintiff, in purchasing Foster Farms chicken with the American Humane®
21 Certified label, therefore reasonably believed that all the chickens used by Foster Farms in its
22 production process lived a life without disease and discomfort and were afforded a quick and
23 painless death. Plaintiff’s beliefs mirrored those of American consumers. For example, in a
24 survey conducted by the AHA of 2,634 respondents, when asked what a product’s “humanely
25 raised certified label signif[ied],” 2,508 respondents answered “[b]etter treatment of animals.” In
26 another survey of 2000 American consumers commissioned by the Animal Welfare Institute, 70%

27 _____
28 ⁷ See <http://www.fosterfarms.com/faq/ahc.asp>

1 of all respondents, and 77% of respondents who frequently purchased chicken, indicated that they
2 thought the claim "humanely raised" on a package of chicken meant that the animal was raised
3 under a standard of care better than typical industry practice.⁸ And in a survey by *Consumer*
4 *Reports*, 90% of respondents said that "humanely raised" "should mean that the animals had
5 adequate living space," 88% of respondents said that "humanely raised" should mean that the
6 animals were slaughtered humanely, and 79% of respondents said that "humanely raised" should
7 mean that the animals went outdoors.⁹

8 14. Notwithstanding the expectations of humane treatment intentionally created by the
9 AHA certification, the AHA certification standards permit practices throughout all phases of the
10 production process that, if known, would not be considered humane either by the reasonable
11 consumer or even under the AHA's own definition of humane meat production. In other words,
12 the treatment of chickens that the AHA certification program allows and that Foster Farms claims
13 to follow falls well short of a reasonable consumer's expectations for humane treatment. Instead,
14 the standards for American Humane® Certified labeled chickens simply conform, in significant
15 part, to standard, distinctly non-humane, practices endemic throughout the poultry industry.

16 **The AHA Standards Allow For Cruel And Inhumane Breeding and Hatchery Facilities**

17 15. The inhumane treatment of chickens permitted by AHA standards starts from the
18 beginning of the production process. The AHA standards only require that hatching eggs be
19 sourced from breeding facilities for chickens that comply with the National Poultry Improvement
20 Plan ("NPIP").¹⁰ The NPIP, which is designed to limit contagion of disease rather than promote

21
22 ⁸ See U.S. Poll on the Welfare of Chickens Raised for Meat conducted by the Animal
23 Welfare Institute, available at <http://awionline.org/sites/default/files/uploads/legacy-uploads/documents/FA-HumanelyRaisedCagedFreeSurvey-081110-1281725036-document-23248.pdf>

24 ⁹ "Consumer Reports Survey: Majority Of Americans Look For 'Natural' Label When
25 Shopping, Believe It Carries Benefits Despite The Contrary," available at
26 <http://www.prnewswire.com/news-releases/consumer-reports-survey-majority-of-americans-look-for-natural-label-when-shopping-believe-it-carries-benefits-despite-the-contrary-263259671.html>

27 ¹⁰ AHA Standard M18 of the American Humane® Certified Animal Welfare Standards
28 for Broiler Chickens requires that chicks be sourced from a location that meets the requirements
of the American Humane® Certified Animal Welfare Standards for Hatcheries. In turn, AHA
Standard M22 of the American Humane® Certified Animal Welfare Standards for Hatcheries

1 animal welfare, allows for the following practices: (a) forced molting of female chickens brought
2 on by 10-14 days of food deprivation, causing the female chickens to lose up to 25% of their body
3 weight¹¹; (b) maceration (the grinding up of live male chicks); (c) beak-trimming (the removal of
4 one-third to one-half of the beak tip) which can make eating painful and difficult; (d) "dubbing"
5 (cutting off roosters' combs without anesthesia); (e) de-toeing of roosters without anesthesia;
6 (f) the use of Noz Bonz (the practice of piercing the nasal septum of young breeding roosters with
7 a plastic stick to prevent them from accessing females' feed); and (g) near-starvation levels of
8 food and water deprivation. The AHA standards themselves also expressly allow for
9 maceration¹² and beak-trimming and de-toeing of hatchlings.¹³ Plaintiff does not reasonably
10 consider any of these practices to be consistent with her understanding of the humane treatment
11 signified by the American Humane® Certified label on the Foster Farms chicken packages that
12 she purchased.

13 16. Because Foster Farms claims to follow the AHA standards with respect to
14 chickens it sells under the American Humane® Certified label and operates some of its own
15 hatcheries, Foster Farms has therefore, on information and belief, produced chicken, sold in
16 packages bearing the American Humane Certified label, from processes that included the use of

17 _____
18 requires that hatching eggs be sourced from a breeder flock conforming to the NPIP.

19 ¹¹ For chickens, molting is a natural process of feather loss and regrowth, and results in
20 reproductive quiescence during which hens cease laying eggs for several months. Because the
21 time period during which females stop laying eggs can be lengthy, commercial hatching egg
22 producers speed up the molting process by stressing the chickens with complete feed withdrawal.
23 See "An HSUS Report: The Welfare of Animals in the Chicken Industry," available at:
24 http://www.humanesociety.org/assets/pdfs/farm/welfare_broiler.pdf. Although the American
25 Humane® Certified Animal Welfare Standards for Laying Hens prohibits inducing the hens to
26 molt by withholding feed and/or water, these standards do not apply to broiler chickens or
27 hatcheries for broiler chickens.

28 ¹² AHA Standard M35 of the American Humane® Certified Animal Welfare Standards
for Hatcheries, which are the standards that must be complied with under the American
Humane® Certified Animal Welfare Standards for Broiler Chickens, expressly allows for
maceration.

¹³ AHA Standard M31 of the American Humane® Certified Animal Welfare Standards
for Hatcheries, which are the standards that must be complied with under the American
Humane® Certified Animal Welfare Standards for Broiler Chickens, expressly allows for beak-
trimming.

1 forced molting, maceration, beak-trimming, comb cutting, amputation of toes, food deprivation,
2 water deprivation, and Noz Bonz.

3 **The AHA Standards Allow For Cruel And Inhumane Slaughtering Practices**

4 17. The AHA standards also expressly allow for slaughtering practices that are, on
5 their face, cruel and inhumane. For example, the AHA standards expressly allow the chickens to
6 be shackled by their legs in preparation for slaughter—a standard poultry industry practice. The
7 AHA standards allow Foster Farms chickens to be shackled upside down by their feet for 90
8 seconds.¹⁴ Evidence from studies of chickens demonstrates that the process of inversion and
9 shackling is both stressful and painful and can result in broken bones from the act of being
10 shackled, the weight of the broiler chicken's top-heavy bodies hanging upside-down, and the
11 stress of the unnatural position that causes urgent wing-flapping, which is especially painful in
12 light of common leg and joint deformities suffered by chickens bred for rapid growth.¹⁵

13 18. The AHA standards also expressly allow the chickens to be stunned prior to
14 slaughter by immersing their heads into electrified water.¹⁶ Studies show that many birds flap
15 their wings at the entrance to the stun bath, which causes their shackled bodies to experience
16 painful electric shocks.¹⁷

17 19. In addition, the AHA standards only require the chickens to be bled after their
18 throats are cut for 90 seconds before they are then immersed into scalding hot water (which is
19 done to facilitate de-feathering).¹⁸ Research indicates that 90 seconds is not enough time for the

20 _____
21 ¹⁴ AHA Standard P21 of the American Humane® Certified Animal Welfare Standards for
22 Broiler Chickens states that "Broilers must not be suspended for more than 90 seconds before
23 they are stunned."

24 ¹⁵ Bedanova *et al.*, "Stress in Broilers Resulting from Shackling," in *Poultry Science* (June
25 2007).

26 ¹⁶ See AHA Standard P22 of the American Humane® Certified Animal Welfare Standards
27 for Broiler Chickens.

28 ¹⁷ See "An HSUS Report: The Welfare of Animals in the Chicken Industry," available at:
http://www.humanesociety.org/assets/pdfs/farm/welfare_broiler.pdf

¹⁸ See AHA Standard P29 of the American Humane® Certified Animal Welfare Standards
for Broiler Chickens.

1 chickens to die and lose brain function, meaning that some percentage of Foster Farms' chickens
2 are killed by being drowned in scalding hot water — far from the painless death promised by the
3 American Humane Certified label.¹⁹

4 20. The AHA standards also allow for a certain number of chickens to have suffered
5 broken wings and broken legs due to the slaughter process.

6 21. Because Foster Farms claims to follow the AHA standards with respect to
7 chickens it sells under the American Humane® Certified label, Foster Farms therefore, on
8 information and belief, sells chickens with American Humane® Certified labeling that are
9 shackled by their legs, upside-down, while fully conscious as they are conveyed through
10 processing facilities, electrically shocked before being effectively rendered unconscious, if they
11 are at all, by such electric “stunning,” and are then drowned and scalded, after having their necks
12 cut, while they are, in at least some cases, still conscious. Indeed, the AHA standards anticipate
13 and allow for this outcome as they actually provide parameters for the number of chickens who
14 can miss the stun bath and the automatic cutting knife before entering the scald bath. Plaintiff
15 does not reasonably consider any of these practices to be consistent with her understanding of the
16 humane slaughter process signified by the American Humane® Certified label on the Foster
17 Farms chicken packages that she purchased.

18
19
20
21
22
23
24
25
26
27 ¹⁹ See Karen Davis, PhD, President of United Poultry Concerns, “The Need for
28 Legislation and Elimination of Electrical Immobilization,” available at <http://www.upc-online.org/slaughter/report.html>

1 **The AHA Standards Allow For Cruel And Inhumane Living Conditions**

2 22. The AHA standards also expressly allow broiler chickens to be subjected to
3 inhumane and cruel living conditions. For example, the AHA standards allow for mortality rates
4 of 1.5% in a 24-hour period.²⁰ Thus, out of the 20,000 chickens usually housed in a poultry barn,
5 300 can die for any reason in a single day without requiring any remedial action or creating any
6 humane concern.

7 23. The AHA standards also expressly allow 15% of the chickens at a facility to
8 experience difficulty walking even 5 feet without pain, again without requiring any remedial
9 action or otherwise creating any humane concern.²¹ Birds with difficulty walking, as defined by
10 the AHA standards, are birds that walk "with a limp, making awkward movements, but the bird is
11 able to walk at least 5 feet." Many broiler chickens have difficulty walking even 5 feet due to the
12 fact that the AHA standards allow for the use of chickens bred for rapid and unnatural growth,
13 which causes them to suffer chronic leg and joint deformities.

14 24. The AHA standards further expressly tolerate up to 10% of chickens awaiting
15 slaughter to have severe foot disease along with the associated pain and discomfort.²²

16 25. The AHA standards expressly allow the air in the poultry barns to have 25 parts
17 per million of ammonia.²³ This high ammonia concentration in the air comes from the high

18 _____
19 ²⁰ See AHA Standard M12 of the American Humane® Certified Animal Welfare
Standards for Broiler Chickens.

20 ²¹ See AHA Standard E24 of the American Humane® Certified Animal Welfare Standards
21 for Broiler Chickens.

22 ²² See AHA Standard M32 of the American Humane® Certified Animal Welfare
Standards for Broiler Chickens. This standard expressly allows for 10% of the chickens to have a
23 Paw Score of 1 on the AAAP Paw Scoring System, as referenced by the National Chicken
Council (NCC) Standards. The AAAP Paw Scoring System provides that a paw score of 1
24 indicates that the chicken's footpad is severely diseased. The NCC itself requires that 95% of all
birds have a score of 0. See
25 <https://www.meatinstitute.org/index.php?ht=a/GetDocumentAction/i/104489>. The AHA
standards are therefore below the industry standard.

26 ²³ See AHA Standard M38 of the American Humane® Certified Animal Welfare
Standards for Broiler Chickens. The AHA standards themselves admits that ideally, ammonia
27 levels in a poultry barn should be no greater than 10 parts per million. A person can smell
28 ammonia when there are only 5 parts per million in the air.

1 ammonia concentration in the litter that lines the poultry barns which is caused by the
2 accumulated waste of the approximately 20,000 chickens that live in a typical barn and are forced
3 to lie in their own excrement. The AHA standards do not require that the litter be changed during
4 the course of the chickens' lives. This measurement is nothing more than the general
5 recommendation or standard in the poultry industry²⁴ and restates federal law designed to protect
6 workers in the barns whose exposure to the ammonia is limited to 8 hours per day and who are of
7 course 20 times or more larger than the chickens exposed to the same environment. However, in
8 contrast to the workers, the chickens live their entire lives – 24 hours a day – in that environment
9 and at ground level where ammonia concentrations are highest as they originate from the ground
10 litter. High ammonia levels can cause respiratory irritation, pulmonary congestion, swelling,
11 hemorrhaging, ammonia-burned eyes, blindness and skin lesions.²⁵ Ammonia also destroys the
12 cilia that would otherwise prevent harmful bacteria, dust and fungal spores from being inhaled.
13 As a result, chickens who are subjected to high ammonia levels are constantly inhaling harmful
14 bacteria and can develop respiratory infections. In addition, because the chickens are forced to lie
15 on litter with high ammonia concentrations, they also suffer from ammonia burns on their legs
16 and feet, especially because many of the chickens are non-ambulatory since they have been bred
17 for rapid and unnatural growth.

18 26. The AHA standards also, among other things, expressly allow the chickens with
19 their humane certifications to be deprived of food for 16 hours during transport for slaughter.²⁶

20 27. The AHA standards also contemplate deliberate acts of abuse of the chickens,
21

22 ²⁴ According to the National Chicken Council, National Turkey Federation and U.S.
23 Poultry & Egg Association, "much of the industry literature is devoted to providing the
24 informational resources to ensure that all poultry farmers achieve and maintain ... ammonia
concentrations [near or below 25 ppm] in their poultry houses." See
<http://uspoultry.org/environment/docs/poultrypetition.pdf>

25 ²⁵ See Report of the Scientific Committee on Animal Health and Animal Welfare, "The
26 Welfare of Chickens Kept for Meat Production (Broilers)," available at:
http://ec.europa.eu/food/fs/sc/scah/out39_en.pdf

27 ²⁶ See AHA Standards T1 and FW1 of the American Humane® Certified Animal Welfare
28 Standards for Broiler Chickens.

1 including "kicking, throwing, yelling at, or purposefully scaring the birds," and such abuse does
2 not result in the forfeiture of the AHA humane certification. Indeed, in June 2015, the group
3 Mercy for Animals released a video showing workers at a Foster Farms slaughterhouse in Fresno,
4 California slamming live birds upside-down into shackles, punching them and plucking them
5 alive. Yet, Foster Farms is still labeling its chickens with the American Humane® Certified label.

6 28. Because Foster Farms claims to follow the AHA standards with respect to
7 chickens it sells under the American Humane® Certified label, Foster Farms' American
8 Humane® Certified labeled chickens therefore, on information and belief, live their entire lives
9 exclusively indoors in overcrowded poultry barns with concentrations of ammonia up to 25 parts
10 per million, often suffering chronic pain caused by leg and joint deformities resulting from
11 selective breeding for rapid and unnatural growth, are unable to act in accordance with natural
12 instincts, and are deprived of food for up to 16 hours before being subjected to the cruel and
13 inhumane slaughtering practices described above, and in addition, at least some of Foster Farms'
14 American Humane® Certified labeled chickens suffer from severe foot disease and are not treated
15 with veterinary care and cannot even walk 5 feet without experiencing severe pain and difficulty.
16 Plaintiff does not reasonably consider any of these practices to be consistent with her
17 understanding of the humane treatment signified by the American Humane® Certified label on
18 the Foster Farms chicken packages that she purchased.

19 **The American Humane® Certified Label On Foster Farms' Live Chicken Products**
20 **Deceived Plaintiff**

21 29. As explained above, the AHA standards that Foster Farms is required to follow in
22 order to attain humane certification do not in fact support the reasonable expectation of humane
23 treatment created by American Humane® Certified labeling that expressly implies that the
24 production processes of Foster Farms have been certified by a "humane" animal organization as
25 being humane. Indeed, many of the requirements in the AHA's standards simply mirror
26 conventional industry practices that no reasonable consumer would consider humane.

27 30. Plaintiff read the label statements on Foster Farms' American Humane® Certified
28 labeled chicken prior to buying the product. Plaintiff relied on the label and, in purchasing Foster

81550865.2

1 Farms' American Humane® Certified labeled chickens, believed the label meant that these Foster
2 Farms chickens were treated humanely throughout life, including a quick and painless death, and
3 would not have purchased these chickens if she had known, among other things, that: (a) the
4 chickens were hatched from eggs taken from facilities that are allowed to engage in forced-
5 molting, maceration, beak-trimming, de-combing, toe amputation, food and water deprivation,
6 and Noz Bonz practices; (b) the chickens are shackled upside down by their feet for 90 seconds
7 prior to slaughter as they are conveyed through processing facilities, electrically shocked before
8 being effectively rendered unconscious, if they are at all, by such electric "stunning," and are then
9 drowned and scalded, after having their necks cut, while they are, in at least some cases, still
10 conscious; (c) the chickens suffer bruises and broken wings and bones; and (d) that the chickens
11 spend their entire lives in chronic pain due to joint and leg deformities resulting from selective
12 breeding for rapid growth, and live exclusively indoors in overcrowded poultry barns with high
13 ammonia concentrations, many suffering from foot diseases, and unable to walk more than 5 feet
14 without severe pain.

15 31. Based on the American Humane® Certified label on Foster Farms chicken,
16 Plaintiff believed that Foster Farms American Humane® Certified labeled chicken was different
17 and in material respects superior to standard mass produced industry chicken. Indeed, that is why
18 she was willing to pay a premium for Foster Farms American Humane® Certified labeled
19 chicken.

20 32. Plaintiff's understanding of the Foster Farms' American Humane® Certified label
21 was objectively reasonable. Indeed, Foster Farms touts its American Humane® Certified labeled
22 chicken as "enjoy[ing] a better quality of life because of the ethical, science-based standards
23 established by the American Humane® Certified program."²⁷ Reasonable consumers themselves
24 therefore not surprisingly expect that the chickens Foster Farms sells under the American
25 Humane® Certified label are treated ethically and enjoy a better quality of life than chickens sold
26 by companies that just follow industry standards. Indeed, in a survey conducted by the AHA

27 ²⁷ See <http://www.fosterfarms.com/faq/ahc.asp>

1 itself relating to its American Humane® Certified program, 55.4% of consumers indicated that to
2 them, a “humanely raised” label means better treatment of animals, and 29.5% of consumers
3 indicated that to them, a “humanely raised” label means better treatment of animals, safer food
4 and more nutritious and healthy food.²⁸ In other words, according to the AHA’s own research,
5 84.9% of consumers believe that a “humanely raised” label means that the animals are treated
6 better than the industry standard. However, as alleged above, the AHA standards necessary to
7 obtain its certifications do not mandate such better treatment. Indeed, according to *Consumer*
8 *Reports*, the American Humane® Certified program “does not require producers to meet certain
9 requirements that consumers may expect from a welfare label, such as providing access to the
10 outdoors, access to fresh air and indoor enrichment that relieve boredom and allow animals to
11 engage in natural behaviors. The standards do not prohibit physical alterations such as ... beak
12 trimming of chickens.”²⁹

13 CLASS ACTION ALLEGATIONS

14 33. Plaintiff brings this action as a class action pursuant to California Code of Civil
15 Procedure section 382 and California Rules of Court 3.760 *et seq.*

16 34. Class Definition: Plaintiff brings this action individually and on behalf of all other
17 similarly situated California citizens who purchased any Foster Farms chicken product labeled
18 American Humane® Certified during the period March 11, 2013 to the present in the State of
19 California (the “Class”). Notwithstanding the foregoing, the Class does not include any judicial
20 officer who hears this case and his or her immediate family members and associated court staff
21 assigned to the case, and all persons within the third degree of relationship to any such persons, or
22 officers and directors of Foster Farms, members of their immediate families, and their legal
23 representatives, heirs, successors or assigns and any entity in which they have or have had a
24 controlling interest.

25
26 ²⁸ See 2014 Humane Heartland Farm Animal Welfare Survey, available at:
27 <http://www.americanhumane.org/humane-heartland/2014-humane-heartland-farm-survey.pdf>

28 ²⁹ See <http://www.greenerchoices.org/eco-labels/label.cfm?LabelID=309>

1 35. The requirements for maintaining this action as a class action are satisfied in that:
2 (a) It is impracticable to bring all members of the Class before the Court. Although Plaintiff does
3 not know the exact number of Class members at this time, given the high sales volume of
4 American Humane® Certified chicken products sold by Foster Farms, Plaintiff believes that
5 Class members are so numerous that joinder of all Class members would be unreasonable and
6 impracticable; (b) The prosecution of separate actions by individual Class members or the
7 individual joinder of all Class members in this action is impracticable and would create a massive
8 and unnecessary burden on the resources of the courts and could result in inconsistent
9 adjudications, while a single class action can determine with judicial economy the rights of each
10 member of the Class; (c) Because of the disparity of resources available to Foster Farms versus
11 those available to individual Class members, prosecution of separate actions would work a
12 financial hardship on many Class members; (d) Prosecuting this case as a class action will
13 conserve the resources of the parties and the court system, protect the rights of each member of
14 the Class, and meet all due process requirements as to fairness to Foster Farms. Prosecuting this
15 case as a class action is far superior to individual claims, all arising out of the same circumstances
16 and course of conduct; (e) The claims or defenses of the representative Plaintiff is typical of the
17 claims and defenses of each member of the Class; (f) Plaintiff will fairly and adequately protect
18 the interests of the Class. Each Class member's interests are consistent with, and not antagonistic
19 to, those of Plaintiff. Plaintiff has engaged counsel experienced and competent in class action
20 litigation; (g) Upon certification, notice can be effectively and efficiently accomplished; and
21 (h) Foster Farms has acted or refused to act on grounds generally applicable to the Class, thereby
22 making appropriate final injunctive or equitable relief with respect to the Class as a whole.

23 36. There are questions of law and fact common to the Class, which are substantially
24 similar and predominate over the questions affecting the individual Class members. Among these
25 common questions of law and fact are: (a) Whether Foster Farms' labeling of its fresh chicken
26 products as American Humane® Certified constitutes unfair competition under California law;
27 (b) Whether Foster Farms misrepresented to members of the Class that chickens sold with the
28 American Humane® Certified label were treated humanely and enjoyed a better quality of life

1 than other mass-produced chickens in the poultry industry, and whether such misrepresentations
2 were made negligently; (c) Whether Foster Farms breached an express warranty; and (d) Whether
3 Foster Farms breached the implied warranty of merchantability.

4 **FIRST CAUSE OF ACTION**

5 **(Unfair Competition)**

6 37. Plaintiff incorporates by reference paragraphs 1 through 36, inclusive, and
7 realleges them here as though fully set forth herein.

8 38. California Business & Professions Code § 17200 defines unfair competition to
9 include any “unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue
10 or misleading advertising.”

11 39. The California Consumer Legal Remedies Act (“CLRA”), Civil Code § 1770 *et*
12 *seq.*, provides that, in any transaction resulting in the sale of goods to a consumer, it is unlawful
13 for the seller to “[r]epresent[] that goods or services have sponsorship, approval, characteristic,
14 ingredients, uses, benefits, or quantities which they do not have.”

15 40. Beginning at an exact date unknown to Plaintiff, but at least since March 2013,
16 and as set forth above, Foster Farms began packaging some of its fresh chicken products with
17 American Humane® Certified labels. The American Humane® Certified label creates a
18 reasonable expectation among consumers that the chicken they are purchasing is produced under
19 circumstances that would be understood to be humane. Yet, as explained above, the AHA
20 standards that Foster Farms follows to attain “humane” certification necessitate inhumane
21 treatment on their face, and are nearly in lockstep with – and in some ways below – the entire
22 poultry industry.

23 41. By packaging its products as described herein, Foster Farms has engaged in
24 business practices which were and are unfair and unlawful, in violation of California Business &
25 Professions Code § 17200, *et seq.*, in that:

26 (a) the above-described deceptive labels are likely to mislead a reasonable consumer and,
27 consequently, constitute an unfair business act or practice and deceptive or misleading
28 advertising within the meaning of the UCL;

1 (b) the harm of the above-described deceptive label to Plaintiff and members of the Class
2 outweighs the utility of the practice by Foster Farms and, consequently, constitutes an
3 unfair business act or practice and deceptive or misleading advertising within the meaning
4 of the UCL;

5 (c) by labeling its chicken products as "humane," Foster Farms represents and has
6 represented that its products have "characteristics," "uses," and "benefits" that they do not
7 have, thereby violating the CLRA and, consequently, constituting an unlawful business
8 act or practice within the meaning of the UCL.

9 42. Plaintiff and members of the Class suffered injury in fact and lost money or
10 property as a result of Foster Farm's deceptive advertising in that they were denied the benefit of
11 the bargain when they relied on the label statements and decided to purchase American Humane®
12 Certified labeled Foster Farms chickens over competitor products, which are less expensive, or
13 which do not claim, like Foster Farms, to be humane. Had Plaintiff and members of the Class
14 been aware of Foster Farms' misleading and deceptive business tactics, they would have paid less
15 than they did for Foster Farms' American Humane® Certified labeled chickens or not purchased
16 the product at all.

17 43. Plaintiff and members of the Class have no adequate remedy at law in that
18 defendant Foster Farms, unless enjoined by this Court, will continue to engage in deceptive and
19 misleading business practices as alleged above.

20 **SECOND CAUSE OF ACTION**

21 **(Negligent Misrepresentation)**

22 44. Plaintiff incorporates by reference paragraphs 1 through 43, inclusive, and
23 realleges them here as though fully set forth herein.

24 45. Beginning at an exact date unknown to Plaintiff, but at least since March 2013,
25 and as set forth above, Foster Farms represented to the public, including Plaintiff, by packaging
26 and other means, that Foster Farms' American Humane® Certified labeled chicken is produced
27 under circumstances that would be understood to be "humane."

28 46. Foster Farms' representations are untrue in that Foster Farms' American

1 Humane® Certified labeled chicken is not actually produced in a humane manner.

2 47. Foster Farms made the representations herein alleged with the intention of
3 inducing the public to rely upon it and purchase the products.

4 48. Plaintiff and members of the Class, unaware of the falsity of the representations,
5 read and believed Foster Farms' representations and, in reliance on them, purchased the Foster
6 Farms American Humane® Certified labeled chicken.

7 49. At the time Foster Farms made the misrepresentations herein alleged, Foster Farms
8 had no reasonable grounds for believing the representations to be true.

9 50. As a proximate result of Foster Farms' negligent misrepresentations, Plaintiff and
10 members of the Class were induced to spend an amount to be determined at trial on Foster Farms'
11 American Humane® Certified labeled chicken.

12 **THIRD CAUSE OF ACTION**

13 **(Breach of Express Warranty)**

14 51. Plaintiff incorporates by reference paragraphs 1 through 50, inclusive, and
15 realleges them here as though fully set forth herein.

16 52. Beginning at an exact date unknown to Plaintiff, but at least since March 2013,
17 and as set forth above, Foster Farms represented to the public, including Plaintiff, by packaging
18 and other means, that Foster Farms' American Humane® Certified labeled chicken is produced
19 under circumstances that would be understood to be "humane," among other representations.
20 That promise became part of the basis of the bargain between the parties and thus constituted an
21 express warranty.

22 53. Thereon Foster Farms sold the goods to Plaintiff and other consumers, who bought
23 the goods from Foster Farms.

24 54. However, Foster Farms breached the express warranty in that the goods were in
25 fact not "humane," as set forth in detail above. As a result of this breach, Plaintiff and other
26 consumers did not in fact receive goods as warranted by Foster Farms.

27 55. As a proximate result of this breach of warranty by Foster Farms, Plaintiff and
28 other consumers have been damaged in an amount to be determined at trial.

1 **FOURTH CAUSE OF ACTION**

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

3 55. Plaintiff incorporates by reference paragraphs 1 through 55, inclusive, and
4 realleges them here as though fully set forth herein.

5 57. Beginning at an exact date unknown to Plaintiff, but at least since March 2013,
6 and as set forth above, Foster Farms represented to the public, including Plaintiff, by packaging
7 and other means, that Foster Farms' American Humane® Certified labeled chicken is produced
8 under circumstances that would be understood to be "humane," among other representations.
9 Plaintiff and other consumers bought those goods from Foster Farms.

10 58. Foster Farms is a merchant with respect to goods of this kind which were sold to
11 Plaintiff and other consumers, and there was in the sale to Plaintiff and other consumers an
12 implied warranty that those goods were merchantable.

13 59. However, Foster Farms breached that warranty implied in the contract for the sale
14 of goods in that Foster Farms' American Humane® Certified labeled chicken is in fact not
15 "humane," as set forth in detail above.

16 60. As a result of Foster Farms' conduct, Plaintiff and other consumers did not receive
17 goods as impliedly warranted by Foster Farms to be merchantable in that the product did not
18 conform to the promises or affirmations of fact made on the label.

19 61. As a proximate result of this breach of warranty by Foster Farms, Plaintiff and
20 other consumers have been damaged in an amount to be determined at trial.

21
22 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for
23 judgment against Foster Farms as follows:

24 1. An order declaring this action to be a proper class action and requiring Foster
25 Farms to bear the cost of class notice;

26 2. An order enjoining Foster Farms from marketing or labeling its chicken products
27 as "humane";

28 3. For attorneys' fees and costs;

81550865.2

- 19 -

- 1 4. For restitution and/or damages in an amount to be determined at trial; and
2 5. For such other and further relief as the Court may deem appropriate.
3

4 Dated: July 13, 2015

DRINKER BIDDLE & REATH LLP

5
6 By: Sheldon Eisenberg
7 Sheldon Eisenberg
8 Erin E. McCracken
9 Jessica Medina
10 Nathan J. Winograd

11 Attorneys for Plaintiff
12 Carol Leining, and others similarly situated
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

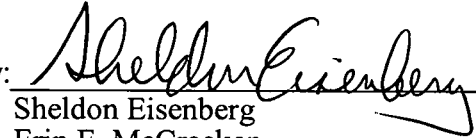
JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury.

Dated: July 13, 2015

DRINKER BIDDLE & REATH LLP

By:



Sheldon Eisenberg
Erin E. McCracken
Jessica Medina
Nathan J. Winograd

Attorneys for Plaintiff
Carol Leining, and others similarly situated

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Street address, telephone number, and address):

FOR COURT USE ONLY

Sheldon Eisenberg (SBN 100626)
 DRINKER BIDDLE & REATH LLP
 1800 Century Park East, Suite 1500
 Los Angeles, CA 90067-1517

TELEPHONE NO.: (310) 203-4000

FAX NO.: (310) 229-1285

ATTORNEY FOR (Name): Plaintiff Carol Leining

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 N. Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles, 90012

BRANCH NAME: Stanley Mosk

CASE NAME: Carol Leining v. Foster Poultry Farms, Inc.

FILED
 Superior Court Of California
 County Of Los Angeles

JUL 13 2015

Sherri H. [Signature], Executive Officer/Clerk

By Kristina Vargas, Deputy
Kristina Vargas**CIVIL CASE COVER SHEET**

☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

☐ **Counter** ☐ **Joinder**
 Filed with first appearance by defendant
 (Cal. Rules of Court, rule 3.402)

CASE NUMBER

BC 588004

JUDGE:

DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☒ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)
☐ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment☐ Enforcement of judgment (20)**Miscellaneous Civil Complaint**

☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): 4; Unfair Competition, Neg. Misrep., Breach Exp. Warranty; Breach Implied Warranty

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 13, 2015

Sheldon Eisenberg

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.

File this cover sheet in addition to any cover sheet required by local court rule.

If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.

Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36) Other
- Employment (15)

Contract

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease
 - Contract (*not unlawful detainer or wrongful eviction*)
- Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse
- Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
- Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
- Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (*non-domestic relations*)
 - Sister State Judgment
 - Administrative Agency Award (*not unpaid taxes*)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
- Declaratory Relief Only
- Injunctive Relief Only (*non-harassment*)
- Mechanics Lien
- Other Commercial Complaint Case (*non-tort/non-complex*)
- Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
- Other Civil Petition

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 10 ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |
| | 11. Mandatory Filing Location (Hub Case) |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons -See Step 3 Above |
|--|--|---|--|
| Auto Tort | Auto (22) | <input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death | 1., 2., 4. |
| | Uninsured Motorist (46) | <input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist | 1., 2., 4. |
| Other Personal Injury/ Property Damage/ Wrongful Death Tort | Asbestos (04) | <input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death | 2. 2. |
| | Product Liability (24) | <input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental) | 1., 2., 3., 4., 8. |
| | Medical Malpractice (45) | <input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice | 1., 4. 1., 4. |
| | Other Personal Injury Property Damage Wrongful Death (23) | <input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) | 1., 4. |
| | | <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) | 1., 4. |
| | | <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress | 1., 3. |
| | | <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death | 1., 4. |



SHORT TITLE:

Carol Leining v. Foster Poultry Farms, Inc.

CASE NUMBER

Non-Personal Injury/Property
Damage/Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

| A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons -See Step 3 Above |
|---|---|--|
| Business Tort (07) | <input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract) | 1, 3 |
| Civil Rights (08) | <input type="checkbox"/> A6005 Civil Rights/Discrimination | 1., 2., 3. |
| Defamation (13) | <input type="checkbox"/> A6010 Defamation (slander/libel) | 1., 2., 3. |
| Fraud (16) | <input type="checkbox"/> A6013 Fraud (no contract) | 1., 2., 3. |
| Professional Negligence (25) | <input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal) | 1., 2., 3. 1., 2., 3. |
| Other (35) | <input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort | 2., 3. |
| Wrongful Termination (36) | <input type="checkbox"/> A6037 Wrongful Termination | 1., 2., 3. |
| Other Employment (15) | <input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals | 1., 2., 3. 10. |
| Breach of Contract/ Warranty (06) (not insurance) | <input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence) | 2., 5. 2., 5. 1., 2., 5. 1., 2., 5. |
| Collections (09) | <input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014) | 2., 5., 6, 11 2., 5, 11 5, 6, 11 |
| Insurance Coverage (18) | <input type="checkbox"/> A6015 Insurance Coverage (not complex) | 1., 2., 5., 8. |
| Other Contract (37) | <input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence) | 1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8. |
| Eminent Domain/Inverse Condemnation (14) | <input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____ | 2. |
| Wrongful Eviction (33) | <input type="checkbox"/> A6023 Wrongful Eviction Case | 2., 6. |
| Other Real Property (26) | <input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure) | 2., 6. 2., 6. 2., 6. |
| Unlawful Detainer-Commercial (31) | <input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction) | 2., 6. |
| Unlawful Detainer-Residential (32) | <input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction) | 2., 6. |
| Unlawful Detainer- Post-Foreclosure (34) | <input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure | 2., 6. |
| Unlawful Detainer-Drugs (38) | <input type="checkbox"/> A6022 Unlawful Detainer-Drugs | 2., 6. |



SHORT TITLE:

Carol Leining v. Foster Poultry Farms, Inc.

CASE NUMBER

Judicial Review

Provisionally Complex Litigation

Enforcement
of JudgmentMiscellaneous
Civil ComplaintsMiscellaneous
Civil Petitions

| A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons -See Step 3 Above |
|---|--|--|
| Asset Forfeiture (05) | <input type="checkbox"/> A6108 Asset Forfeiture Case | 2., 6. |
| Petition re Arbitration (11) | <input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration | 2., 5. |
| Writ of Mandate (02) | <input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review | 2., 8. 2. 2. |
| Other Judicial Review (39) | <input type="checkbox"/> A6150 Other Writ/Judicial Review | 2., 8. |
| Antitrust/Trade Regulation (03) | <input type="checkbox"/> A6003 Antitrust/Trade Regulation | 1., 2., 8. |
| Construction Defect (10) | <input type="checkbox"/> A6007 Construction Defect | 1., 2., 3. |
| Claims Involving Mass Tort (40) | <input type="checkbox"/> A6006 Claims Involving Mass Tort | 1., 2., 8. |
| Securities Litigation (28) | <input type="checkbox"/> A6035 Securities Litigation Case | 1., 2., 8. |
| Toxic Tort Environmental (30) | <input type="checkbox"/> A6036 Toxic Tort/Environmental | 1., 2., 3., 8. |
| Insurance Coverage Claims from Complex Case (41) | <input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only) | 1., 2., 5., 8. |
| Enforcement of Judgment (20) | <input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case | 2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9. |
| RICO (27) | <input type="checkbox"/> A6033 Racketeering (RICO) Case | 1., 2., 8. |
| Other Complaints (Not Specified Above) (42) | <input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex) | 1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8. |
| Partnership Corporation Governance (21) | <input type="checkbox"/> A6113 Partnership and Corporate Governance Case | 2., 8. |
| Other Petitions (Not Specified Above) (43) | <input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition | 2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9. |



SHORT TITLE:

Carol Leining v. Foster Poultry Farms, Inc.

CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., **Step 3** on Page 1, as the proper reason for filing in the court location you selected.

| | | |
|---|---------------------|---|
| REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11. | | ADDRESS: 2675 Foothill Blvd.; 3233 Foothill Blvd. |
| CITY: La Crescenta | STATE: CA | ZIP CODE: 91214 |

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd.(a)].

Dated: July 13, 2015


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

