



1 commercial importation, possession with intent to sell, and sale of products made with kangaroo parts.  
2 Though Section 653o has been the law of California for years, upon information and belief, neither  
3 the California Department of Fish and Wildlife, which is the agency tasked with the investigation and  
4 prosecution of wildlife trafficking, nor any state or county prosecutors, has initiated a single  
5 enforcement action for violations of the kangaroo portion of Section 653o. This is despite the fact that  
6 kangaroo leather, or “k-leather,” soccer cleats are openly sold throughout California by various retail  
7 stores. These stores make no attempt to hide the fact that these products contain kangaroo parts; in  
8 fact, many store employees are forthright and honest about which shoe models are made of kangaroo  
9 leather and openly acknowledge that the sale of such products is illegal in the state. In addition,  
10 marketing or labeling on the shoeboxes or shoes themselves often reveals their kangaroo leather  
11 contents.

12 Over the past many months, plaintiffs have demanded enforcement action by writing to the  
13 California Department of Fish and Wildlife, the Attorney General, and numerous city attorneys on  
14 multiple occasions offering explicit evidence showing the sale of kangaroo leather soccer shoes. One  
15 such company openly selling kangaroo leather shoes is defendant SOCCER WEARHOUSE, INC.,  
16 which currently operates three retail stores in Southern California.<sup>1</sup> All three of these stores offer  
17 multiple models of kangaroo leather shoes for sale. By offering for sale and selling illegal products –  
18 namely, kangaroo leather shoes – defendant is engaging in unfair competition in violation of  
19 California’s Unfair Competition Law (hereafter UCL), at Business and Professions Code section  
20 17200 et seq.

21 By this action, plaintiffs ANIMAL WELLNESS ACTION and the CENTER FOR A  
22 HUMANE ECONOMY ask the Court to enjoin defendant from offering for sale and selling illegal  
23 products in violation of the UCL. In support of their complaint, plaintiffs allege as follows:  
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28 <sup>1</sup> Originally, there were four locations. One of the four, located in Eastvale, CA, is now permanently closed; the Soccer  
Wearhouse Web site states that that location is “currently relocating.”

1 **VENUE AND JURISDICTION**

2 1. This Court has jurisdiction over this action pursuant to Business and Professions Code  
3 section 17204 (action for relief under the UCL) and Code of Civil Procedure section 410.10.

4 2. Venue is proper in Riverside County pursuant to Code of Civil Procedure section 395.5  
5 because defendant’s principal place of business is located in Eastvale, Riverside County, California;  
6 the majority (two out of three) of its retail locations are located in Riverside County; and many of the  
7 violations upon which this action is based occurred in the county.

8 **PARTIES**

9 3. Plaintiff CENTER FOR A HUMANE ECONOMY (hereafter CENTER) is a national  
10 501(c)(3) animal welfare non-profit organization headquartered in Maryland. The CENTER is the  
11 first organization of its kind to focus specifically on influencing the conduct of corporations to forge  
12 a more humane economic order. Its efforts include corporate engagement, innovation promotion,  
13 advocacy campaigns, consumer education, lobbying, research and analysis of business practices, and  
14 investigations, among other activities.

15 4. Plaintiff ANIMAL WELLNESS ACTION (hereafter AWA) is a national 501(c)(4)  
16 animal welfare non-profit organization headquartered in Washington, D.C. AWA works to promote  
17 animal welfare by advocating for the passage and enforcement of laws that shield animals from  
18 cruelty. ANIMAL WELLNESS ACTION maintains around 135,000 supporters nationwide, with  
19 thousands of members and supporters in California.

20 5. The CENTER and AWA work in tandem on a number of campaigns. One of their  
21 keystone campaigns is “Kangaroos Are Not Shoes,” which works to disrupt the commercial killing  
22 in Australia of more than two million wild kangaroos annually, a significant portion of which is for  
23 the manufacture of soccer cleats, and ban the sale of kangaroo-sourced products both in the United  
24 States and abroad.

25 6. Defendant SOCCER WEARHOUSE, INC. is registered with the California Secretary  
26 of State with its principal place of business located at 12762 Limonite Ave., Eastvale, California, in  
27 Riverside County. It has three active retail locations in Southern California. According to their Web  
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1 site, the company “carr[ies] over 250 styles of soccer cleats, trending jerseys[,] and other soccer gear.”  
2 (Soccer Wearhouse <<https://soccerwearhouse.com>> [as of June 10, 2022].)

### 3 FACTS

#### 4 **A. The Commercial Kangaroo Industry**

5 7. The commercial kangaroo industry in Australia causes the largest commercial  
6 slaughter of wild mammals in the world. Each year, around two million<sup>2</sup> wild kangaroos are gunned  
7 down in their native habitat to feed the lucrative kangaroo parts industry.<sup>3</sup> This commercial “harvest”  
8 of kangaroos is regulated, but only nominally: the humane killing standards in Australia’s National  
9 Code of Practice for the Humane Shooting of Kangaroos and Wallabies for Commercial Purposes  
10 (hereafter Australian Code)<sup>4</sup> are voluntary, and compliance monitoring appears to concern paperwork  
11 compliance rather than actual monitoring in the field. Enforcement is also almost non-existent: most  
12 kangaroo hunting happens in rural areas, where the practices being used by hunters go unchecked.

13 8. Tellingly, the New South Wales Legislative Council’s committee on planning and  
14 environment released an official governmental report in October 2021 that contained a number of  
15 heavy criticisms of industry practices and so-called government oversight.<sup>5</sup>

16 9. Shooters generally target kangaroos at night, and the Australian Code permits shooting  
17 from up to 200 meters (656 feet, or over two football fields) away. Hunting occurs in kangaroos’  
18 natural habitat, where brush and vegetation can obscure the shooters’ sight, especially at night. One  
19 study’s findings suggested that as many as forty percent of hunted kangaroos are mis-shot, though it  
20 is impossible to determine the true percentage of non-compliant shots. Rather than a single shot into  
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22 <sup>2</sup> This number does not include the collateral deaths to hundreds of thousands of baby and young kangaroos, however.

23 <sup>3</sup> Kangaroo management through culling is also practiced; the Australian government and kangaroo parts industry  
24 claims that commercial kangaroo hunting is beneficial for ecological and environmental reasons. But academics argue  
25 that the Australian government overstates the number of wild kangaroos: the official counts employ poor population  
26 estimation methodology, and, even more damning, the official numbers have demonstrated physiologically impossible  
27 rates of growth.

28 <sup>4</sup> The National Code of Practice for the Humane Shooting of Kangaroos and Wallabies for Commercial Purposes,  
updated in November 2020, is available at <https://www.agrifutures.com.au/wp-content/uploads/2020/11/20-126-digital.pdf>. It is published by AgriFutures Australia.

<sup>5</sup> This governmental report, titled “Health and wellbeing of kangaroos and other macropods in New South Wales,” was  
published in October 2021 and is available at  
<https://www.parliament.nsw.gov.au/lcdocs/inquiries/2707/Report%20No%2011%20-%20PC7%20-%20Health%20and%20wellbeing%20of%20kangaroos%20and%20other%20macropods%20in%20NSW.pdf>.

1 the brain delivering quick death, kangaroos may be injured by a poorly aimed bullet and then either  
2 escape to die a slow death in the wild, or must suffer through repeated gunshots until they die.

3 10. Not only are the Australian Code’s so-called humane standards useless without  
4 enforcement, but the standards also affirmatively permit shockingly brutal practices. For example,  
5 the Australian Code stipulates that if dependent young kangaroos (“joeys”) are found in the pouch of  
6 a slain mother kangaroo, or are found at the foot of the mother and are able to be caught in hand, the  
7 joey is to be killed by blunt force trauma to the brain – typically accomplished by the shooter smashing  
8 in the young kangaroo’s head or swinging the baby against a hard surface like a vehicle. The  
9 Australian Code aims for this death to occur within three minutes, rather than instantaneously or even  
10 within several seconds. This means that many young joeys likely suffer minutes-long excruciating,  
11 violent, messy, and bloody deaths. And the most recent 2020 revision of the Australian Code  
12 eliminated the earlier guidance that told hunters to avoid shooting mother kangaroos with dependent  
13 young. Plaintiffs estimate that across Australia, hundreds of thousands of joeys every year are either  
14 bludgeoned to death in this manner, or, if they escape the shooter by fleeing, remain behind without  
15 their mother to slowly succumb to exposure, starvation, or predation.

16 11. The two commercial uses of dead wild kangaroos are the production of kangaroo  
17 leather and kangaroo meat.<sup>6</sup> The most prominent use of kangaroo leather is in the manufacture of  
18 high-end soccer cleats; for example, Nike, adidas,<sup>7</sup> Puma, and other international companies have  
19 expensive models of soccer cleats made of kangaroo leather. This is despite the innovation of new  
20 synthetic, recycled, and sustainable textiles that are more durable, lightweight, and higher  
21 performance than ever before.

## 22 **B. California Regulation of Kangaroo Leather**

23 12. In the United States, California is a lucrative state for soccer cleat sales. The greater  
24 Los Angeles area is one of the Californian metropolitan areas containing the greatest number of soccer  
25 product retail stores.

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27 <sup>6</sup> Kangaroo meat is largely used for pet food instead of for human consumption, in large part due to public health and  
28 safety concerns.

<sup>7</sup> This complaint will use the adidas convention of not capitalizing the brand name.

1           13.     Soccer cleats made of kangaroo leather – or “k-leather,” as it is semantically called –  
2 are particularly profitable shoes, since the material tends to be used in higher-end cleats that cost up  
3 to hundreds of dollars per pair.

4           14.     But the import and sale of kangaroo parts and products made from kangaroo parts are  
5 banned in California per Penal Code section 653o.

6           15.     The California Legislature originally enacted Section 653o in 1970, and it came into  
7 force in 1971. But in 2007, due to pressure from the Australian commercial kangaroo industry, two  
8 bills were passed that suspended enforcement of Section 653o. This suspension lasted until January  
9 1, 2016. For the past six years, the statute has been in full effect.

10          16.     Yet, in a groundbreaking June 2020 report<sup>8</sup> funded and published by the CENTER as  
11 part of the “Kangaroos Are Not Shoes” campaign, plaintiffs discovered that out of 124 independent  
12 soccer retail stores operating in California, 85 were violating the law by selling or offering for sale  
13 kangaroo leather soccer cleats.

14          17.     All four<sup>9</sup> of defendant’s retail locations sold kangaroo leather shoes. On information  
15 and belief, defendant operates exclusively in California through stores located at 400 W. Disney Way  
16 in Anaheim, 41377 Margarita Road in Temecula, and 2795 Cabot Drive in Corona.

17          18.     After this discovery, plaintiffs made extensive efforts to encourage enforcement of  
18 Section 653o. Plaintiffs wrote numerous letters to city attorneys across California and to California’s  
19 Department of Fish and Wildlife (hereafter the Department). Plaintiffs also met with officials from  
20 the Department, after which, upon information and belief, the Department sent a warning letter in  
21 2020 to soccer retailers across the state. Plaintiffs had made available to the Department a list of  
22 retailers violating the law across the state, which included defendant.

23          19.     Plaintiffs also reached out to several soccer retail companies to promote awareness of  
24 Section 653o’s prohibition, and some voluntarily agreed to come into compliance with Section 653o.

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27 <sup>8</sup> This report, “Skin in the Game,” can be found online, at both [KangaroosAreNotShoes.org](http://KangaroosAreNotShoes.org) and  
CenterforaHumaneEconomy.org/kangaroos-are-not-shoes-campaign.

28 <sup>9</sup> At that time in 2020, the fourth location was still open and operating.

1           20.     Alongside these efforts, plaintiffs ran the larger international Kangaroos Are Not  
2 Shoes campaign. With the aim of stopping the use of kangaroo leather in shoes globally, the campaign  
3 produced a 60-second film in February 2021; erected billboards near Nike headquarters in Oregon in  
4 March 2021; organized protests not only in California but across the United States and in Australia;  
5 and funded the establishment of the International Kangaroo Protection Alliance (IKPA) in April 2021.  
6 In May 2021, AWA helped Congressmen Salud Carbajal (CA) and Brian Fitzpatrick (PA) in the  
7 introduction of the Kangaroo Protection Act into Congress (H.R. No. 917) and the New Jersey  
8 legislature (S3774) to ban the importation of kangaroo products into the United States; and AWA has  
9 lobbied (and continues to lobby) for the passage of the Kangaroo Protection Act currently pending in  
10 Congress.

11           21.     From late 2020 through the spring of 2022, plaintiffs worked with an independent  
12 investigator to verify whether soccer retail stores in California were indeed abiding by the warning  
13 letter sent in 2020 by the Department. Plaintiffs’ investigator visited dozens of independent retailers  
14 throughout California, including all open Soccer Warehouse locations. Plaintiffs used store clerk  
15 admissions and descriptions, product tags, and official product descriptions on the manufacturers’  
16 Web site – and other Web sites, when particular models have been retired off the manufacturers’  
17 site—to determine whether a particular model is made of kangaroo leather. Additionally, in July 2020,  
18 plaintiffs had compiled an extensive, but not exhaustive, list<sup>10</sup> of particular soccer cleat models that  
19 are made of kangaroo leather with the assistance of a soccer boot expert known as “Boot Wizard” in  
20 his popular online content.

21           22.     On March 7, 2021, plaintiffs’ investigator visited defendant’s retail location located at  
22 400 W. Disney Way in Anaheim, California. According to plaintiffs’ investigator, the clerk in the  
23 store at the time “was very amenable to showing [her] all the k-leather” shoes available for purchase,  
24 which included Puma King model cleats, Nike Tiempo Legend Elite model cleats, and a pair of Nike  
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28 <sup>10</sup> This document is available at [https://kangaroosarenotshoes.org/wp-content/uploads/2021/04/CleatSheetNOBUY\\_4.1.21.pdf](https://kangaroosarenotshoes.org/wp-content/uploads/2021/04/CleatSheetNOBUY_4.1.21.pdf).

1 Premier II model cleats. Plaintiffs' investigator also verified through the tags on the shoes that the  
2 products were, in fact, made with kangaroo leather.

3 23. According to the Puma Web site, all "Puma King" models of soccer cleats contain  
4 kangaroo leather (except a specific one which is labeled "VG," marketed as vegan, and has starkly  
5 different coloring from all other models). According to the Nike Web site, the "Tiempo Legend  
6 Elites" and "Nike Premier II" models of soccer cleats contain kangaroo leather.

7 24. On May 6, 2021, plaintiffs' investigator visited the Soccer Wearhouse retail location  
8 located at 41377 Margarita Road in Temecula, California. There, a store clerk informed her that k-  
9 leather is not allowed to be sold, but the store has Puma King Platinum cleats made with k-leather  
10 available for purchase because if Puma sends them a k-leather pair, Soccer Wearhouse will sell it.  
11 Plaintiffs found available for purchase not only Puma King Platinum cleats in two colors but also  
12 Puma King Pro cleats in three colors. The clerk also said that sometimes Nike sends k-leather shoes  
13 to the store as well.

14 25. According to the Puma Web site, the "Puma King Platinum"<sup>11</sup> model of soccer cleats  
15 contains kangaroo leather. According to online retail sources including SoccerWearhouse.com,  
16 ProDirectSoccer.com, and Soccer.com (as the "King Pro" model is retired from the Puma Web site),  
17 the "Puma King Pro" model of soccer cleats contain kangaroo leather.

18 26. Also on May 6, 2021, plaintiffs' investigator visited the Soccer Wearhouse retail  
19 location located at 2795 Cabot Drive in Corona, California. This store was offering for sale multiple  
20 Puma King model cleats, a pair of adidas Copa 19.1 model cleats, and a pair of Puma Capitano model  
21 cleats. A clerk at that store informed plaintiffs' investigator that they receive k-leather shoes from  
22 Puma and Nike, but less so from adidas.

23 27. According to online retail sources such as SoccerPlusUSA.com (as "Capitano" model  
24 is retired from the Puma Web site), the "Puma Capitano" model of cleats contains kangaroo leather.  
25 According to online retail sources, including Amazon.com, ProDirectSoccer.com, and Soccer.com  
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28 <sup>11</sup> Except the model which is marked "VG" and contains "vegan leather."



1 (as the “Copa 19.1” model is retired from the adidas Web site), the “Copa 19.1” model of cleats  
2 contain kangaroo leather.

3 28. By the end of 2021, it was clear to plaintiffs that despite their earlier outreach to the  
4 Department and city attorneys, and despite the Department’s warning letter to in-state retailers, many  
5 retailers across the state were continuing to sell kangaroo leather soccer cleats. In September 2021,  
6 armed with this information, plaintiffs once again communicated with the Department to discuss  
7 concerns regarding the lack of enforcement of Section 6530 in the state. Plaintiffs informed the  
8 Department that the CENTER had detailed proof of many stores still committing ongoing violations  
9 of Section 6530.

10 29. On October 20, 2021, and November 8, 2021, plaintiffs’ investigator once again  
11 reached out to the Department. In the November 8 correspondence, she informed the Department that  
12 she had telephoned four soccer retail stores that very day and found that the stores were still selling  
13 kangaroo leather cleats.

14 30. Finally, on December 30, 2021, the CENTER yet again e-mailed the Department to  
15 re-establish communications and discuss enforcement efforts. On January 26, 2022, the CENTER  
16 received a brief reply from the Department indicating that because the matter was currently under  
17 investigation, they were not able to discuss or share information. Plaintiffs were tentatively hopeful  
18 that the Department’s attention to the matter would heighten Section 6530 compliance.

19 31. In the spring of 2022, plaintiffs’ investigator returned to the same three Soccer  
20 Warehouse retail locations to check whether kangaroo leather cleats were still being sold there.

21 32. On May 14, 2022, plaintiffs’ investigator visited the Soccer Warehouse retail location  
22 located at 41377 Margarita Road in Temecula, California. She observed several colors of Puma King  
23 Platinum FG model cleats available for purchase, which a store clerk confirmed are k-leather. The  
24 clerk then acknowledged that k-leather was illegal in California, and that the store received those  
25 cleats in a few weeks ago. When plaintiffs’ investigator asked how the store got the shoes if it was  
26 illegal, the clerk shrugged and responded that “they send them to us.”

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1           33.     According to the Puma Web site, the “Puma King Platinum FG” model of cleats  
2 contain kangaroo leather.

3           34.     On May 14, 2022, plaintiffs’ investigator visited the Soccer Wearhouse retail location  
4 located at 2795 Cabot Drive, in Corona, California. On display for sale were three colors of Puma  
5 King Platinum model cleats and two colors of adidas Copa Sense model cleats. A sales clerk  
6 acknowledged that the cleats are illegal to sell and also explained that the store gets them from out of  
7 state. The clerk then advised plaintiffs’ investigator “strongly” to go to Las Vegas to get k-leather  
8 cleats, and, backtracking, explained that the shoes must have slipped in from the companies by  
9 mistake. The clerk explained that the law against k-leather had been in effect for “about eight years”  
10 and further explained that the store might not get any more k-leather shoes because the state is  
11 cracking down with another law.

12           35.     On May 14, 2022, plaintiffs’ investigator visited the Soccer Wearhouse retail location  
13 located at 400 W. Disney Way, in Anaheim, California. On display for sale were adidas Copa Mundial  
14 model cleats, two colors of adidas Copa Sense 1 model cleats, three colors of Puma King Platinum  
15 model cleats, and two colors of Puma King Pro TT model shoes. The clerks at this location revealed  
16 that they were aware that the sale of k-leather was illegal, and explained that while the store sometimes  
17 gets k-leather shoes shipped to them, the clerks did not know when the store would be receiving more.

18           36.     Finally, on June 14, 2022, an agent for plaintiffs visited the Soccer Wearhouse retail  
19 location at 400 W. Disney Way, in Anaheim, California. They purchased a black/black pair of Puma  
20 King Platinum 21 FG/AG model cleats for a total of \$215.50 (two-hundred and fifteen dollars and  
21 fifty cents). A store clerk admitted that kangaroo leather cleats were illegal to sell in California. The  
22 store had multiple colors of this model available for purchase, including black/black, black/red, and  
23 black/white. According to the Puma Web site, the “Puma King Platinum 21 FG/AG” model of cleats  
24 contain kangaroo leather.

25           **C. Plaintiffs’ Injury**

26           37.     As detailed above, plaintiffs have incurred significant economic injury and  
27 expenditure of resources in its efforts to investigate and encourage compliance with Penal Code  
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1 section 653o. Plaintiffs began their joint “Kangaroos Are Not Shoes” campaign in 2020 with the  
2 mission to disrupt the kangaroo leather market globally and promote the use of kangaroo leather  
3 alternatives. The campaign has a multi-pronged approach: consumer education and awareness;  
4 pressuring large multi-national manufacturers to stop using kangaroo leather and opt instead for more  
5 humane alternatives; and lobbying for kangaroo protection laws, among other activities.

6 38. Since the early days of the campaign, plaintiffs suspected that both in-state and out-  
7 of-state retailers were broadly violating California’s prohibition against the sale of kangaroo products  
8 within the state. Plaintiffs hired an independent contractor to investigate, gather data, and produce an  
9 extensive report, which was completed and published in June 2020. Plaintiffs next contacted  
10 numerous city attorneys, law enforcement officials, and the Department of Fish and Wildlife to inform  
11 them of their findings and encourage proper enforcement of the law. Plaintiffs also reached out to  
12 many retailers and manufacturers to inform them of California’s ban on kangaroo leather products.  
13 All told, plaintiffs sent hundreds of letters via mail, incurring printing and mailing costs.

14 39. But these attempts were, for the most part, fruitless. While a select number of retailers  
15 voluntarily halted in-state sales, plaintiffs again found through their own investigation that violators  
16 persisted – and actual enforcement of the law against them appeared to remain nonexistent. So  
17 plaintiffs yet again contacted the Department multiple times to inform them of plaintiffs’ findings,  
18 and were in correspondence with the Department as recently as late 2021 to early 2022.

19 40. Plaintiffs have thus spent about two years’ worth of time, energy, manpower, and  
20 monetary resources to ensure sellers’ compliance with California penal law. This time and money  
21 spent on investigative and enforcement efforts directed towards soccer retail stores – of which  
22 defendant is a notable example – to achieve compliance with Section 653o could have been spent in  
23 various other ways. Had plaintiffs not had to divert these resources as a result of defendant’s unlawful  
24 activities, plaintiffs would have directed the resources towards other mission-critical activities in  
25 plaintiffs’ larger international campaign to expose the cruelties within the kangaroo leather market  
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1 and encourage the use of humane alternatives – as well as towards plaintiffs’ myriad of other animal  
2 advocacy campaigns.<sup>12</sup>

3 **FIRST CAUSE OF ACTION**

4 **(Unfair Competition in Violation of Business and Professions Code section 17200 et seq.)**

5 41. Plaintiffs hereby reallege and incorporate each of the above paragraphs as if fully set  
6 forth herein.

7 42. The Business and Professions Code’s Unfair Competition Law at section 17200 et seq.  
8 prohibits businesses from engaging in unfair competition, which is defined as unlawful, fraudulent,  
9 or unfair business acts or practices.

10 43. A business practice or act is “unlawful” when it violates another local, state, or federal  
11 law.

12 44. Business and Professions Code section 17204 confers standing to a private plaintiff to  
13 sue under the Unfair Competition Law when they have suffered an injury in fact and have lost money  
14 or property as a result of the unfair competition.

15 45. Plaintiffs have suffered economic injury in the form of diversion of its limited  
16 organizational resources, frustration of its mission, and monetary costs, as described in detail above.

17 46. Plaintiffs would spend their time and limited resources on their core mission of  
18 advocating for improved animal welfare, a more humane economy, and better animal protection laws  
19 – for kangaroos specifically and also for other animals – but they feel they must seek judicial  
20 enforcement to enjoin defendant’s unlawful practices and acts, even though the law already prohibits  
21 those acts.

22 47. Defendant’s unlawful business practices and acts, as described in this complaint, both  
23 frustrate plaintiffs’ mission to stop the cruel killing of thousands of kangaroos for the manufacture of  
24 soccer cleats and impede plaintiffs’ activities by forcing them to spend their limited time and  
25 organizational resources on investigation, enforcement efforts, and preparing this suit.

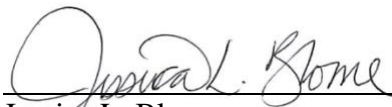
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28 <sup>12</sup> These other campaigns include ensuring humane horse-racing, the protection of wild horses, the abolition of mink farming, preventing unnecessary animal testing, and combating cockfighting, among others.



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- 56. For costs of suit and reasonable attorneys' fees to the full extent permitted by law;
- 57. For pre- and post-judgment interest;
- 58. For such other and further relief as the Court deems just and proper.

DATED: June 16, 2022



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