

CARPENTER LAW GROUP
Todd D. Carpenter (CA 234464)
402 West Broadway, 29th Floor
San Diego, California 92101
Telephone: 619.756.6994
Facsimile: 619.756.6991
todd@carpenterlawyers.com

PATTERSON LAW GROUP
James R. Patterson (CA 211102)
402 West Broadway, 29th Floor
San Diego, California 92101
Telephone: 619.756.6990
Facsimile: 619.756.6991
jim@pattersonlawgroup.com

CARLSON LYNCH SWEET & KIPELA, LLP
Edwin J. Kilpela, Jr. (*pro hac vice* to be filed)
Bruce Carlson (*pro hac vice* to be filed)
115 Federal Street, Suite 210
Pittsburgh, PA 15212
Telephone: 412.322.9243
Facsimile: 412.231.0246
ekilpela@carsonlynch.com

Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

PAIGE PETKEVICIUS on Behalf of Herself and
All Others Similarly Situated,

Plaintiff,

vs.

TYSON FOODS, INC. a Delaware Corporation
and Does 1-20,

Defendants.

Case No.

CLASS ACTION COMPLAINT FOR:

1. VIOLATION OF THE UNFAIR COMPETITION LAW, Business and Professions Code §17200 *et seq.*;
2. VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT, Civil Code §1750, *et seq.*; and
3. BREACH OF EXPRESS WARRANTY.

DEMAND FOR JURY TRIAL

1 Plaintiff PAIGE PETKEVICIUS, by and through her attorneys, brings this class action on behalf
2 of herself and similarly-situated others in the State of California – and makes these allegations based on
3 information and belief and/or which are likely to have evidentiary support after a reasonable opportunity
4 for further investigation and discovery – against Defendant, Tyson Foods, Inc. (“Tyson” or “Defendant”),
5 and states as follows:

6 NATURE OF ACTION

7 1. This action seeks to remedy the unfair, deceptive, and unlawful business practices
8 engaged in by Defendant, in connection with the marketing and sales of its frozen breaded chicken
9 products (“Tyson Chicken” or the “Product(s)”). Defendant manufactures, markets, sells, and distributes
10 the Products using a marketing, advertising and labeling campaign that is centered on representations that
11 are intended to, and do, convey to consumers that the Products are either “100% all natural” or made
12 with “100% all natural ingredients” (the “Natural Claims”). The Products include but are not limited to
13 Tysons Chicken Nuggets, Tysons Fun Nuggets, Tysons Crispy Chicken Strips, Tysons Chicken Patties,
14 Tysons Chicken Breast Fillets, Tysons Southern Breast Tenderloins, and Tysons Southern Patties.

15 2. The Natural Claims are false and misleading: the Products and/or their ingredients are not
16 100% all natural because the corn and/or soybeans used in a) the Products’ breeding and flour and b) the
17 feed given to the chickens from which the Products are derived are genetically modified (“GM”) crops.
18 GM crops are unnatural man-made crops whose genetic material has been altered by humans employing
19 genetic engineering. The World Health Organization (“WHO”) defines GM organisms (which include
20 crops) as “organisms in which the genetic material (DNA) has been altered in a way that does not occur
21 naturally.” There are wide-ranging controversies related to GM crops, including health risks from
22 ingesting GM foods and negative environmental effects associated with growing GM crops. The use and
23 labeling of GM foods is the subject of a variety of laws, regulations, and protocols worldwide.

24 3. Defendant was and is aware that consumers are willing to pay a premium for natural,
25 healthy products or products made with natural, healthy ingredients, and advertises its Products with the
26 intention that consumers will rely on the Natural Claims and other representations made on the label.
27 Defendant’s claims are deceptive and misleading, and have been designed solely to cause consumers to
28 buy Tyson Chicken over comparable breaded chicken. Defendant knew, at the time it began selling the

1 Products, that they contained GM ingredients and were not 100% all natural or made with 100% all
2 natural ingredients, as represented.

3 4. Plaintiff and the Class (defined below) read Defendant’s Natural Claims, relied on their
4 veracity and purchased the Products because they believed the Products were “100% all natural” or made
5 with “100% all natural ingredients.”

6 5. By relying on Defendant’s Natural Claims Plaintiff and the Class have suffered damages
7 and an ascertainable loss because they paid more per ounce than they would have for similar breaded
8 chicken that did not purport to be “100% all natural” or made with “100% all natural ingredients.”
9 Plaintiff and the members of the Class did not receive the benefit of the bargain, a 100% all natural
10 product or a product made with 100% all natural ingredients, when they purchased Tyson Chicken.
11 Instead, they received chicken that, contrary to Defendant’s representations, contained GM ingredients
12 and as a result was not “100% all natural” or made with “100% all natural ingredients.”

13 6. Reasonable consumers, such as Plaintiff and members of the Class, do not have the
14 specialized knowledge necessary to identify the ingredients in the Products as being inconsistent with the
15 Natural Claims.

16 7. This class action seeks to provide redress to consumers who have been harmed by
17 Defendant’s false and misleading marketing practices. Defendant’s conduct has included the systematic
18 and continuing practice of disseminating false and misleading information throughout the United States,
19 including throughout California, via pervasive, multi-media advertising and the Product labeling. These
20 efforts by Defendant were intended to induce unsuspecting consumers, including Plaintiff and the
21 members of the Class, into purchasing Tyson Chicken at a premium price.

22 8. Plaintiff asserts claims on behalf of herself and the Class for Breach of Express Warranty,
23 and violations of the Cal. Bus. & Prof. Code § 17200; Cal. Bus. & Prof. Code § 17500; Cal. Civ. Code §
24 1750.

25 **PARTIES**

26 9. Plaintiff is and at all times relevant to this action has been, a resident and citizen of San
27 Diego, California. Plaintiff has purchased the Products on a number of occasions within the past four
28 years in reliance on Defendant’s Natural Claims. Prominently on each of the labels appears the words

1 “100% ALL NATURAL” or “100% ALL NATURAL INGREDIENTS.” This representation was
2 material to Plaintiff’s decision to purchase the Products. Plaintiff was willing to pay for the Products
3 because of the Natural Claims and would not have purchased the Products, would not have paid as much
4 for the Products, or would have purchased an alternative product in absence of the Natural Claims.
5 Plaintiff suffered an ascertainable loss in either the amount of the purchase price of the Product, or the
6 premium she paid for the Product, as a result of the conduct of Defendant described herein, including the
7 fact that the Product was not “100% all natural” or made with “100% all natural ingredients,” as
8 Defendant represented.

9 10. Defendant Tyson Foods Inc. is a Delaware corporation with its principal place of business
10 at 2200 W. Don Tyson Parkway, Springdale, Arkansas, and is thus a citizen of Arkansas. Tyson is the
11 world’s largest meat producer, the world’s second largest processor and marketer of chicken, beef and
12 pork and one of the one hundred largest companies in the United States.

13 **JURISDICTION AND VENUE**

14 11. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §1332(d)(2) because the
15 matter in controversy, upon information and belief, exceeds \$5,000,000, exclusive of interest and costs,
16 and this is a class action in which the Class members and Defendant are citizens of different states.

17 12. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391, because Plaintiff is a
18 resident of this judicial district, Defendant regularly conducts business throughout this district, and a
19 substantial part of the events or omissions giving rise to Plaintiff’s claims took place within this judicial
20 district.

21 **FACTUAL BACKGROUND**

22 **Food Derived From Genetically Modified Organisms Is Not Natural**

23 13. This action is brought against Tyson for the benefit and protection of all purchasers of
24 Tyson Chicken.

25 14. Tyson Chicken is derived from chicken raised on feed made from GM corn and/or
26 soybeans crops. The breeding and flour used in Tyson Chicken also is composed of GM corn and/or
27 soybeans crops.

28

1 15. GM crops are not crops occurring in nature, and thus are unnatural by definition. They are
2 genetically manipulated from their natural state. Monsanto Company, one of the largest producers of GM
3 crop seed, defines GM organisms as "[p]lants or animals that have had their genetic makeup altered to
4 exhibit traits that are not naturally theirs. In general, genes are taken (copied) from one organism that
5 shows a desired trait and transferred into the genetic code of another organism." *See*
6 <http://www.monsanto.com/newsviews/Pages/glossary.aspx#g> (last visited April 16, 2014).

7 16. This definition is consistent with the views of the WHO, which defines GM organisms as
8 "organisms in which the genetic material (DNA) has been altered in a way that does not occur naturally."
9 The technology is often called 'modern biotechnology' or 'gene technology,' sometimes also
10 'recombinant DNA technology' or 'genetic engineering.' It allows selected individual genes to be
11 transferred from one organism into another, also between nonrelated species. Such methods are used to
12 create GM plants - which are then used to grow GM food crops. *See* World Health Organization, 20
13 Questions on Genetically Modified (GM) Foods at
14 http://www.who.int/foodsafety/publications/biotech/en/20questions_en.pdf (last visited April 16, 2014).

15 17. The Environmental Protection Agency has distinguished between conventional breeding
16 of plants "through natural methods, such as cross-pollination" and genetic engineering. *See* United States
17 Environmental Protection Agency, Prevention, Pesticides and Toxic Substances, Questions & Answers
18 Biotechnology: Final Plant-Pesticide/Plant Incorporated Protectants (PIPs) Rules (Jul. 19, 2001) at
19 <http://www.epa.gov/scipoly/biotech/pubs/qanda.pdf> ("Conventional breeding is a method in which genes
20 for pesticidal traits are introduced into a plant through natural methods, such as cross-pollination. . . .
21 Genetically engineered plant-incorporated protectants are created through a process that utilizes several
22 different modern scientific techniques to introduce a specific pesticide-producing gene into a plant's
23 DNA genetic material.") (last visited April 16, 2014).

24 18. Romer Labs, a company that provides diagnostic services to the agricultural industry,
25 including tests to detect and determine the existence of GM crops, defines GM crops as "[a]griculturally
26 important plants [that] are often genetically modified by the insertion of DNA material from outside the
27 organism into the plant's DNA sequence, allowing the plant to express novel traits that normally would
28 not appear in nature, such as herbicide or insect resistance. Seed harvested from GMO plants will also

1 contain these modifications." See <http://www.romerlabs.com/en/knowledge/gmo/> (last visited April 16,
2 2014).

3 19. As indicated by the definitions above, which come from a wide array of sources, including
4 industry, government, and health organizations, GM crops are unnatural, and products made from those
5 crops, including the Products, are not 100% all natural or made with 100% all natural ingredients.

6 20. There are three general methods for genetic modification of crops. Crops can be
7 genetically modified to a) survive application of specific herbicides (Herbicide-tolerant or "HT" crops) or
8 b) resist specific insects (Insect-resistant or "Bt" crops). They also can be modified for both purposes
9 ("stacked" crops).

10 21. 93% of US soybean acreage consisted of HT soybean in 2013. 90% of US corn acreage
11 consisted of Bt corn in 2013. In addition, 85% of US corn acreage was Herbicide-tolerant and 71% was
12 of the stacked variety. As a result, almost all corn and soybean acreage produced in the US in 2013 was
13 genetically modified. See [http://www.ers.usda.gov/data-products/adoption-of-genetically-engineered-](http://www.ers.usda.gov/data-products/adoption-of-genetically-engineered-crops-in-the-us/recent-trends-in-ge-adoption.aspx#.U6O3yajGV7w)
14 [crops-in-the-us/recent-trends-in-ge-adoption.aspx#.U6O3yajGV7w](http://www.ers.usda.gov/data-products/adoption-of-genetically-engineered-crops-in-the-us/recent-trends-in-ge-adoption.aspx#.U6O3yajGV7w) (last visited June 20, 2014).

15 22. Defendant sources the ingredients for products, including Tyson Chicken, sold in the U.S.
16 from U.S. commodity suppliers who supply GM crops. Large volume food manufacturers who wish to
17 use non-GM ingredients must specifically source their crops, typically from Europe, or undertake the
18 additional step and expense of purchasing and verifying the supply from non-GM growers through
19 identity preservation programs. In most instances, manufacturers who purchase only non-GM crops for
20 their products specifically label the products "non-GMO" because this is an issue that matters to
21 consumers.

22 23. Defendant's Natural Claims are false, deceptive, misleading, and unfair to consumers, who
23 are injured by purchasing products that Defendant claims are "100% all natural" or made with "100% al
24 natural ingredients" when, in fact, they are not.

25 **The Market and Consumer Expectations**

26 24. The market for natural products is a large and growing one. In recent years, consumers
27 have been willing to pay a premium for products they believe to be natural, healthy and/or organic.
28 *Natural Foods Merchandiser* magazine's 2010 Market Overview reported significant growth for the

1 natural and organic products industry. With more than \$81 billion in total revenue in 2010, the industry
2 grew seven percent during 2009, showing that consumers' desire for natural products continues to grow.
3 *See* [http://www.prnewswire.com/news-releases/natural-and-organic-products-industry-sales-hit-81-
5 billion-122958763.html](http://www.prnewswire.com/news-releases/natural-and-organic-products-industry-sales-hit-81-
4 billion-122958763.html) (last visited April 16, 2014).

6 25. A recent national study conducted by the Consumer Reports National Research Center
7 determined that 59% of Americans actively check to see if their products are natural. *See*
8 <http://www.greenerchoices.org/pdf/ConsumerReportsFoodLabelingSurveyJune2014.pdf>, page 4. In
9 addition, 72% of consumers seek to avoid genetically modified ingredients ("GMOs"). *Id.* at page 5.

10 26. The same study also investigated the perceptions consumers have regarding natural
11 labeling of meat/poultry products and packaged or processed foods. 64% of consumers believed that
12 natural labeling on poultry products signaled that GMOs were not used in the feed. *Id.* at page 7. 64% of
13 consumers also believed that natural labeling on packaged and processed foods signaled that GMOs were
14 not present. *Id.* at 9. In addition, an overwhelming 85% of consumers believed that natural labeling
15 should mean that GMOs are not used in animal feed or present in packaged/processed foods. *Id.* at 7,9.

The Products and Product Advertising

16 27. Tyson Chicken is manufactured by Defendant and is marketed and promoted to
17 communicate a straightforward, material message – that is, that the Products are "100% all natural" or
18 made with "100% all natural ingredients." These representations are prominently displayed on the
19 Products' label for all purchasers to read.

20 28. The Products conspicuously state on the labels that they are "100% ALL NATURAL."
21 *See* Exhibit A, Product labels.

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29. The Products conspicuously state on the labels that they contain “100% ALL NATURAL INGREDIENTS:” See Exhibit A, Product labels.

30. Defendant uses GM corn and/or soybeans in the Products flour and breading. Additionally, the chickens, from which the products are derived, are given feed that is made from GM corn and/or soybeans.

31. Defendant even has admitted as much:



32. The Products' labeling and packaging accordingly convey a false and misleading message because the words "100% ALL NATURAL" or "100% ALL NATURAL INGREDIENTS" are included on every label. These statements lead the consumer to falsely believe that the Products are 100% all natural or made with 100% all natural ingredients when they, in fact, contain unnatural and synthetic ingredients. Plaintiff relied on these representations when purchasing the Products.

33. As a result of these deceptive, false and misleading representations, Defendant was able to sell the Products at a premium over chicken that does not purport to be "100% all natural" or made with "100% all natural ingredients."

34. Plaintiff and the Class paid a premium for the Products after reading their labels and thereafter believing that they were "100% all natural" or made with "100% all natural ingredients." Had Plaintiff and other members of the proposed Class been aware of the truth, they would not have purchased the more expensive "100% all natural" or "100% all natural ingredient" Products. As a result of the purchase, Plaintiff and the Class suffered ascertainable loss, injury in fact, and lost money and/or property as a result of the conduct described herein.

Plaintiff's Experiences

35. Prior to purchase, Plaintiff read the labeling of Tyson Chicken. Based on viewing the labeling, Plaintiff reasonably expected that the Products would be "100% all natural" or made from "100% all natural ingredients," which is precisely the message Tyson intended to convey. Plaintiff purchased several Tyson's Chicken products throughout the class period.

1 40. The members of the Class are so numerous that joinder of all members of the Class is
2 impracticable. Plaintiff is informed and believes that the proposed Class contains thousands of
3 purchasers of the Products who have been damaged by Tyson’s conduct as alleged herein. The precise
4 number of Class members is unknown to Plaintiff.

5 41. This action involves common questions of law and fact, which predominate over any
6 questions affecting individual Class members. These common legal and factual questions include, but
7 are not limited to, the following:

- 8 (1) Whether Defendant falsely and/or misleadingly misrepresented the Products as
9 being “100% ALL NATURAL” or made with “100% ALL NATURAL
10 INGREDIENTS”;
- 11 (2) Whether Defendant’s misrepresentations are likely to deceive objectively
12 reasonable consumers;
- 13 (3) Whether Tyson’s alleged conduct violates public policy;
- 14 (4) Whether the alleged conduct constitutes violations of the laws asserted;
- 15 (5) Whether Tyson engaged in false or misleading advertising;
- 16 (6) Whether Defendant breached an express warranty;
- 17 (7) Whether Plaintiff and Class members have sustained monetary loss and the proper
18 measure of that loss; and
- 19 (8) Whether Plaintiff and Class members are entitled to other appropriate remedies,
20 including corrective advertising and injunctive relief.

21 42. Plaintiff’s claims are typical of the claims of the members of the Class because, inter alia,
22 all Class members were injured through the uniform misconduct described above having been exposed to
23 Tyson’s false representations regarding the nature of the Products. Plaintiff is advancing the same claims
24 and legal theories on behalf of himself and all members of the Class.

25 43. Plaintiff will fairly and adequately protect the interests of the members of the Class, has
26 retained counsel experienced in complex consumer class action litigation, and intends to prosecute this
27 action vigorously. Plaintiff has no adverse or antagonistic interests to those of the Class.

28

1 50. Plaintiff and members of the Class purchased the Products because Defendant's Natural
2 Claims instilled within them a reasonable belief that the Products were "100% all natural" or made with
3 "100% all natural ingredients." Accordingly, Defendant's misrepresentations concerning the Products
4 were material and caused Plaintiff and members of the Class to purchase breaded chicken products they
5 otherwise would not have purchased.

6 51. Defendant's sale of the Products to consumers, including Plaintiff and the Class, had no
7 benefit and caused substantial injury to consumers and competition because the consumers were misled
8 by Defendant's deceptive advertising, marketing and labeling and thus were unable to properly assess the
9 quality and nature of the Tyson Chicken they purchased.

10 52. Plaintiff and the members of the Class who purchased the Products had no way of
11 reasonably knowing that Defendant's Natural Claims were untrue and/or misleading and thus were
12 unable to reasonably avoid the injury of being induced by Defendant's misrepresentations.

13 53. The Unfair Competition Law, Business & Professions Code §17200, et seq. ("UCL"), and
14 similar laws in other states, prohibit any "unlawful," "fraudulent" or "unfair" business act or practice and
15 any false or misleading advertising. In the course of conducting business, Defendant committed
16 unlawful business practices by, *inter alia*, making the above referenced claims and as alleged throughout
17 herein (which also constitutes advertising within the meaning of §17200) and omissions of material facts
18 related to the true nature and content of Products, including *inter alia* that they contained genetically
19 modified ingredients, and violating 17500, et seq., and the common law.

20 54. Plaintiff and the Class reserve the right to allege other violations of law, which constitute
21 other unlawful business acts or practices. Such conduct is ongoing and continues to this date.

22 55. Defendant's actions also constitute "unfair" business acts or practices because, as alleged
23 above, *inter alia*, Defendant engaged in false advertising, misrepresented and omitted material facts
24 regarding the Products and thereby offended an established public policy, and engaged in immoral,
25 unethical, oppressive, and unscrupulous activities that are substantially injurious to consumers.

26 56. As stated in this Complaint, Plaintiff alleges violations of consumer protection, unfair
27 competition and truth in advertising laws in California and other states, resulting in harm to consumers.
28 Defendant's acts and omissions also violate and offend the public policy against engaging in false and

1 misleading advertising, unfair competition and deceptive conduct towards consumers. This conduct
2 constitutes violations of the unfair prong of Business & Professions Code §17200, et seq.

3 57. There were reasonably available alternatives to further Defendant’s legitimate business
4 interests, other than the conduct described herein.

5 58. Business & Professions Code §17200, et seq. also prohibits any “fraudulent business act
6 or practice.”

7 59. Defendant’s actions, claims, nondisclosures and misleading statements, as more fully set
8 forth above, were also false, misleading and/or likely to deceive the consuming public within the
9 meaning of Business & Professions Code §17200, et seq.

10 60. Plaintiff and other members of the Class have in fact been deceived as a result of their
11 reliance on Defendant’s material representations and omissions, which are described above. This reliance
12 has caused harm to Plaintiff and other members of the Class who each purchased the Products. Plaintiff
13 and the other Class members have suffered injury in fact and lost money as a result of these unlawful,
14 unfair, and fraudulent practices.

15 61. As a result of its deception, Defendant has been able to reap unjust revenue and profit.

16 62. Unless restrained and enjoined, Defendant will continue to engage in the above-described
17 conduct. Accordingly, injunctive relief is appropriate.

18 63. Plaintiff, on behalf of herself, all others similarly situated, and the general public, seeks
19 restitution and disgorgement of all money obtained from Plaintiff and the members of the Class collected
20 as a result of unfair competition, an injunction prohibiting Defendant from continuing such practices,
21 corrective advertising, and all other relief this Court deems appropriate, consistent with Business &
22 Professions Code §17203.

23 **COUNT II**

24 **Violations of the Consumers Legal Remedies Act –**

25 **Civil Code §1750 et seq.**

26 64. Plaintiff repeats and re-alleges the allegations contained in the paragraphs above, as if
27 fully set forth herein.

28 65. Plaintiff brings this claim individually and on behalf of the Class.

1 or made with 100% all natural ingredients. A reasonable consumer similarly situated to Plaintiff or other
2 members of the class is unable to properly assess Defendant's Natural Claims and as a result is likely to
3 be misled by them.

4 71. Defendant knew, or in the exercise of reasonable care should have known, that the Natural
5 Claims concerning the Products were untrue because it fed the chicken, from which the Products are
6 derived, GM feed and it used GM ingredients in the Products' breeding and flour.

7 72. Plaintiff and members of the Class were injured because, pursuant to the Natural Claims,
8 they paid a premium price for and/or purchased the Products. If Plaintiff and members of the Class had
9 known the true nature and quality of the Products they would not have purchased them or paid a
10 premium price to obtain them. As a result, Defendant has been unjustly enriched at the expense of
11 Plaintiff and the other members of the Class.

12 73. Pursuant to §1782(d) of the Act, Plaintiff and the Class seek a court order enjoining the
13 above-described wrongful acts and practices of Defendant and for restitution and disgorgement.

14 74. Pursuant to §1782 of the Act, Plaintiff notified Defendant in writing by certified mail of
15 the particular violations of §1770 of the Act and demanded that it rectify the problems associated with
16 the actions detailed above and give notice to all affected consumers of Defendant's intent to so act. If
17 Defendant does not respond to Plaintiff's letter or agree to rectify the problems associated with the
18 actions detailed above and give notice to all affected consumers within 30 days of the date of written
19 notice pursuant to §1782 of the Act, Plaintiff will amend her complaint to seek actual, punitive and
20 statutory damages, as appropriate against Defendant. A copy of the letter is attached hereto as Exhibit B.

21 75. If Defendant fails to rectify or agree to rectify the problems associated with the actions
22 detailed above and give notice to all affected consumers within 30 days of the date of written notice
23 pursuant to §1782 of the Act, Plaintiff will amend this complaint to add claims for actual, punitive and
24 statutory damages, as appropriate.

25 76. Defendant's conduct is fraudulent, wanton and malicious.

26 77. Pursuant to §1780(d) of the Act, attached hereto as Exhibit C is the affidavit showing that
27 this action has been commenced in the proper forum.

28 ///

COUNT III

Breach of Express Warranty

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2
3 78. Plaintiff repeats and re-alleges the allegations contained in the paragraphs above, as if
4 fully set forth herein.

5 79. Plaintiff brings this claim individually and on behalf of the Class.

6 80. The Uniform Commercial Code section 2-313 provides that an affirmation of fact or
7 promise, including a description of the goods, becomes part of the basis of the bargain and creates an
8 express warranty that the goods shall conform to the promise and to the description.

9 81. At all times, California and other states have codified and adopted the provisions in the
10 Uniform Commercial Code governing the express warranty of merchantability.

11 82. As discussed above, Defendant, through a number of marketing and promotional
12 materials, including Product labeling, expressly warranted the Products as “100% all natural” or made
13 with “100% all natural ingredients.

14 83. Plaintiff and members of the Class saw, read and relied upon the Products labeling and
15 purchased the Products because they reasonably believed that the Products were 100% all natural or
16 made with 100% all natural ingredients.

17 84. Defendant breached the warranty because the Products purchased were not as described;
18 the Products were made with GM ingredients and as a result were not “100% all natural” or made with
19 “100% all natural ingredients.”

20 85. This breach was a proximate cause of Plaintiff’s injury, as well as other members of the
21 class, because they did not receive 100% all natural products or products made with 100% all natural
22 ingredients. Instead, Plaintiff and members of the class were tricked into buying and/or paying a
23 premium price for unnatural products or products made with unnatural ingredients and as a result were
24 deprived of the benefit of the bargain and spent money on Products that lacked value or had less value
25 than warranted, or Products that they would not have purchased and used had they known the true facts
26 about them.

27 86. All conditions precedent to Defendant’s liability under this contract have been performed
28 by Plaintiff and the Class.

1 87. Defendant was provided notice of these issues by, *inter alia*, the instant Complaint.

2 88. Defendant breached the terms of this contract, including the express warranties, with
3 Plaintiff and the Class by not providing a Product as represented.

4 89. As a result of Defendant's breach of its contract, Plaintiff and the Class have been
5 damaged in the amount of the price of the Products they purchased.

6
7 **PRAYER FOR RELIEF**

8 Wherefore, Plaintiff prays for a judgment:

9 A. Certifying the Class as requested herein;

10 B. Awarding Plaintiff and the proposed Class members damages;

11 C. Awarding restitution and disgorgement of Defendant's revenues to Plaintiff and the
12 proposed Class members;

13 D. Awarding actual, punitive and statutory damages to Plaintiff and the proposed Class
14 members;

15 E. Awarding declaratory and injunctive relief as permitted by law or equity, including:
16 enjoining Defendant from continuing the unlawful practices as set forth herein, and directing Defendant
17 to identify, with Court supervision, victims of its conduct and pay them all money it is required to
18 pay;

19 F. Ordering Defendant to engage in a corrective advertising campaign;

20 G. Awarding attorneys' fees and costs;

21 H. Providing such further relief as may be just and proper.

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

Dated: October 17, 2014

CARPENTER LAW GROUP

By: /s/ Todd D. Carpenter

Todd D. Carpenter (CA 234464)
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San Diego, California 92101
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115 Federal Street, Suite 210
Pittsburgh, PA 15212
Telephone: 412.322.9243
Facsimile: 412.231.0246
ekilpela@carlsonlynch.com

Attorneys for Plaintiff

EXHIBIT A













EXHIBIT B



JAMES R. PATTERSON
619.756.6993 direct
jim@pattersonlawgroup.com

October 17, 2014

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Chief Executive Officer / President
Tyson Foods, Inc.
2200 W. Don Tyson Parkway
Springdale, Arkansas 72762

Re: *Petkevicius v. Tyson Foods, Inc.*

Dear Sir/Madame:

Our law firm, Carlson, Lynch, Sweet & Kilpela and Carpenter Law Group represents Paige Petkevicius and all other similarly situated California Residents in an action against Tyson Foods, Inc. (“Tyson”) arising out of, *inter alia*, misrepresentations, either express or implied to consumers that its frozen breaded chicken products are either “100% all natural” or made with “100% all natural ingredients”.

The products at issue include: Tysons Chicken Nuggets, Tysons Fun Nuggets, Tysons Crispy Chicken Strips, Tysons Chicken Patties, Tysons Chicken Breast Fillets, Tysons Southern Breast Tenderloins, and Tysons Southern Patties (hereafter, “Products”). The Natural Claims are false and misleading: the Products and/or their ingredients are not 100% all natural because the corn and/or soybeans used in a) the Products’ breading and flour and b) the feed given to the chickens from which the Products are derived are genetically modified (“GM”) crops. GM crops are unnatural man-made crops whose genetic material has been altered by humans employing genetic engineering. The World Health Organization (“WHO”) defines GM organisms (which include crops) as “organisms in which the genetic material (DNA) has been altered in a way that does not occur naturally.” There are wide-ranging controversies related to GM crops, including health risks from ingesting GM foods and negative environmental effects associated with growing GM crops. The use and labeling of GM foods is the subject of a variety of laws, regulations, and protocols worldwide. Tyson was and is aware that consumers are willing to pay a premium for natural, healthy products or products made with natural, healthy ingredients, and advertises its Products with the intention that consumers will rely on the Natural Claims and other representations made on the label. Tyson’s claims are deceptive and misleading, and have been designed solely to cause consumers to buy Tyson Chicken over comparable breaded

October 17, 2014
Page Two

chicken. Tyson knew, at the time it began selling the Products, that they contained GM ingredients and were not 100% all natural or made with 100% all natural ingredients, as represented.

This practice constitutes a violation of California Civil Code §1770(a) under, *inter alia*, the following subdivisions:

- (5) Representing that [Tyson Frozen Chicken Products has] . . . characteristics, . . . uses [or] benefits. . . which [it does] not have.

* * *

- (7) Representing that [Tyson Frozen Chicken Products is] of a particular standard, quality or grade, . . . if [it is] of another.

* * *

- (9) Advertising goods . . . with the intent not to sell them as advertised.

* * *

- (16) Representing that [Tyson Frozen Chicken Products has] been supplied in accordance with a previous representation when [it has] not.

California Civil Code §1770(a)(5)-(16).

Tyson's representations also constitute violations of California Business and Professions Code §17200, *et seq.*, and a breach of express warranties.

While the Complaint constitutes sufficient notice of the claims asserted, pursuant to California Civil Code §1782, we hereby demand on behalf of our clients and all other similarly situated California Residents that Tyson immediately correct and rectify this violation of California Civil Code §1770 by ceasing the misleading marketing campaign and ceasing dissemination of false and misleading information as described in the enclosed Complaint. In addition, Tyson should offer to refund the purchase price to all consumer purchasers of these Products, plus reimbursement for interest, costs, and fees.

Plaintiffs will, after 30 days from the date of this letter, amend the Complaint without leave of Court, as permitted by California Civil Code §1782, to include claims for actual and punitive damages (as may be appropriate) if a full and adequate response to this letter is not received. These damage claims also would include claims under already asserted theories of unlawful business acts, as well as the claims under the Consumers Legal Remedies Act. Thus, to avoid further litigation, it is in the interest of all parties concerned that Tyson address this

October 17, 2014
Page Three

problem immediately.

Tyson must undertake all of the following actions to satisfy the requirements of California Civil Code §1782(c):

1. Identify or make a reasonable attempt to identify purchasers of the subject Products who reside in California;
2. Notify all such purchasers so identified that upon their request, Tyson will offer an appropriate correction, replacement, or other remedy for its wrongful conduct, which can include a full refund of the purchase price paid for such products, plus interest, costs and fees;
3. Undertake (or promise to undertake within a reasonable time if it cannot be done immediately) the actions described above for all Tyson Frozen Chicken Products purchasers who so request; and
4. Cease from expressly or impliedly representing to consumers that these products are either "100% all natural" or made with "100% all natural ingredients," when there is no reasonable basis for so claiming, as more fully described in the attached Complaint.

We await your response.

Sincerely,

PATTERSON LAW GROUP

A handwritten signature in blue ink, appearing to read "James R. Patterson", is written over a light blue rectangular background.

James R. Patterson

Enclosure(s)

CC: Carpenter Law Group
Carlson, Lynch, Sweet & Kilpela

EXHIBIT C

CARPENTER LAW GROUP
Todd D. Carpenter (CA 234464)
402 West Broadway, 29th Floor
San Diego, California 92101
Telephone: 619.756.6994
Facsimile: 619.756.6991
todd@carpenterlawyers.com

PATTERSON LAW GROUP
James R. Patterson (CA 211102)
402 West Broadway, 29th Floor
San Diego, California 92101
Telephone: 619.756.6990
Facsimile: 619.756.6991
jim@pattersonlawgroup.com

CARLSON LYNCH SWEET & KIPELA, LLP
Edwin J. Kilpela, Jr. (*pro hac vice* to be filed)
Bruce Carlson (*pro hac vice* to be filed)
115 Federal Street, Suite 210
Pittsburgh, PA 15212
Telephone: 412.322.9243
Facsimile: 412.231.0246

Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

PAIGE PETKEVICIUS on Behalf of Herself and
All Others Similarly Situated,

Plaintiff,

vs.

TYSON FOODS, INC. a Delaware Corporation
and Does 1-20,

Defendants.

Case No.

**DECLARATION OF TODD D. CARPENTER
IN SUPPORT OF JURISDICTION**

CIVIL COVER SHEET

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

<p>I. (a) PLAINTIFFS PAIGE PETKEVICIUS on Behalf of Herself and All Others Similarly Situated,</p> <p>(b) County of Residence of First Listed Plaintiff <u>San Diego</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) See Attachment</p>	<p>DEFENDANTS TYSON FOODS, INC. a Delaware Corporation and Does 1-20,</p> <p>County of Residence of First Listed Defendant <u>Delaware</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p>II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Citizen of This State</td> <td style="width: 10%; text-align: center;">PTF DEF</td> <td style="width: 33%;"><input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1</td> <td style="width: 24%;">Incorporated or Principal Place of Business In This State</td> <td style="width: 10%; text-align: center;">PTF DEF</td> <td style="width: 20%;"><input type="checkbox"/> 4 <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td></td> <td><input type="checkbox"/> 2 <input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td></td> <td><input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td></td> <td><input type="checkbox"/> 3 <input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td></td> <td><input type="checkbox"/> 6 <input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF DEF	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	PTF DEF	<input type="checkbox"/> 4 <input type="checkbox"/> 4	Citizen of Another State		<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State		<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country		<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation		<input type="checkbox"/> 6 <input type="checkbox"/> 6
Citizen of This State	PTF DEF	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	PTF DEF	<input type="checkbox"/> 4 <input type="checkbox"/> 4														
Citizen of Another State		<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State		<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5														
Citizen or Subject of a Foreign Country		<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation		<input type="checkbox"/> 6 <input type="checkbox"/> 6														

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans <i>(Excludes Veterans)</i> <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<p>PERSONAL INJURY</p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p>PERSONAL PROPERTY</p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
		<p>LABOR</p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<p>PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark		
			<p>SOCIAL SECURITY</p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))		
<p>REAL PROPERTY</p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p>CIVIL RIGHTS</p> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 448 Education	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p>Other:</p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609		

V. ORIGIN *(Place an "X" in One Box Only)*

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District *(specify)* 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*
 28 U.S.C. §1332(d)(2)

Brief description of cause:
 Violation of the Unfair Competition Law, Business and Professions Code, Consumers Legal Remedies Act, Breach of Express Warranty

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ Exceeds 5M CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY *(See instructions):*

JUDGE _____ DOCKET NUMBER _____

IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2) *(Place an "X" in One Box Only)*

SAN FRANCISCO/OAKLAND SAN JOSE EUREKA

DATE: October 17, 2014 SIGNATURE OF ATTORNEY OF RECORD: /s/ Todd D. Carpenter

Case4:14-cv-04655-JSW Document1-2 Filed10/17/14 Page2 of 3
INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

- I. (a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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

Attachment to Civil Cover Sheet

Todd D. Carpenter (CA 234464)
CARPENTER LAW GROUP
402 West Broadway, 29th Floor
San Diego, California 92101
Telephone: 619.756.6994
Facsimile: 619.756.6991
todd@carpenterlawyers.com

James R. Patterson (CA 211102)
PATTERSON LAW GROUP
402 West Broadway, 29th Floor
San Diego, CA 92101
Telephone: 619.756.6990
Facsimile: 619.756.6991
jim@pattersonlawgroup.com

CARLSON LYNCH SWEET & KIPELA, LLP
Edwin J. Kilpela, Jr. (*pro hac vice* to be filed)
Bruce Carlson (*pro hac vice* to be filed)
115 Federal Street, Suite 210
Pittsburgh, PA 15212
Telephone: 412.322.9243
Facsimile: 412.231.0246
ekilpela@carsonlynch.com

Attorneys for Plaintiff and the Class

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

NORTHERN District of CALIFORNIA

PAIGE PETKEVICIUS on Behalf of Herself and All
Others Similarly Situated,

Plaintiff(s)

v.

Civil Action No.

TYSON FOODS, INC. a Delaware Corporation and

Does 1-20,

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

TYSON FOODS, INC.
2200 W. Don Tyson Parkway
Springdale, AR 72762

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Carpenter Law Group - 402 West Broadway, 29th Floor, San Diego California 92101
Patterson Law Group - 402 West Broadway, 29th Floor, San Diego California 92101
Carlson Lynch Sweet & Kipela LLP, 115 Federal Street, Suite 210, Pittsburgh PA 15212

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify):* _____
_____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: