

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ANGELIQUE ROBERTS, HANNAH
OFFUTT, DYLAN RUSHING,
ORLANDRA HAWTHORNE, NISHA
ALBERT, ADAM SORKIN, ROSEMARIE
RAMIREZ, CHRISTOPHER BATES on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

BEYOND MEAT, INC.

Defendant.

Civil Action No. 1:22-cv-02861

**FIRST AMENDED CLASS ACTION
COMPLAINT AND COMPLAINT FOR
DAMAGES**

Jury Trial Demanded

CLASS ACTION COMPLAINT

Plaintiffs Angelique Roberts, Hannah Offutt, Dylan Rushing, Orlandra Hawthorne, Nisha Albert, Adam Sorkin, Rosemarie Ramirez, and Christopher Bates (collectively “Plaintiffs”) bring this Class Action Complaint against Defendant Beyond Meat, Inc. (“Beyond Meat” or “Defendant”), individually and on behalf of all others similarly situated, and complain and allege upon personal knowledge as to their own acts and experiences and, as to all other matters, upon information and belief, including an investigation conducted by Plaintiffs’ attorneys:

NATURE OF THE ACTION

1. This is a civil class action lawsuit brought by Plaintiffs on behalf of all consumers who purchased Defendant’s Beyond Meat products for personal or household use, including but not limited to: Beyond Meat Sausage Plant-Based Dinner Links Hot Italian 14 oz, Beyond Meat Beyond Sausage Plant-Based Dinner Sausage Links Brat Original 14 oz, Beyond Meat Beyond Beef Plant-Based 16oz Patties, Beyond Meat Beyond Beef Plant-Based Ground Beef, Beyond

Meat Beyond Breakfast Sausage Plant-Based Breakfast Patties Classic 7.4 oz, Beyond Meat Beyond Breakfast Sausage Plant-Based Breakfast Patties Spicy 7.4 oz, Beyond Meat Beyond Chicken Plant-Based Breaded Tenders Classic 8 oz, Beyond Meat Beyond Meatballs Italian Style Plant-Based Meatballs 12 ct Classic 10 oz, Beyond Meat Beyond Breakfast Sausage Plant-Based Breakfast Links Classic 8.3 oz (collectively “Beyond Meat Products” or the “Products”).

2. Amidst the growing consumer demand for nutritious meat substitutes, Defendant has, and continues to, design, manufacture, promote, market, advertise, package, label, distribute, and sell Beyond Meat Products.

3. Beyond Meat Products’ labels, and Defendant’s related marketing claims, are false and misleading because Defendant: (1) miscalculates and overstates the Products’ protein content, which is measured in grams per serving determined by nitrogen testing; (2) miscalculates and overstates the quality of the Products’ protein, which is represented as a percentage of daily value and calculated by the Protein Digestibility Amino Acid Corrected Score method (“PDCAAS”); and (3) misleads consumers into believing that the Products provide the same nutritional benefits as traditional meat-based products.

4. By advertising protein content on the Beyond Meat Products’ front label, Defendant misleads consumers into believing that they stand to benefit from the Products’ stated protein content.

5. Defendant also makes numerous false and misleading claims and/or omissions on its website, in its promotional and marketing materials, and on the Products’ nutritional labels.

6. Defendant has engaged in unfair and/or deceptive business practices by intentionally misrepresenting the nature and quality of Beyond Meat Products on the Products’ respective nutrition labels and by failing to follow federal regulations that set forth the appropriate testing methodologies for determining protein content. Defendant has been unjustly enriched as a result of these and related practices.

7. Plaintiffs and members of the Proposed Class were injured by Defendant’s false, fraudulent, unfair, deceptive, and misleading practices. Accordingly, Plaintiffs seek compensatory

damages and equitable remedies for themselves(s) and members of the Proposed Class.

PARTIES

8. Plaintiff Angelique Roberts is a resident of Chicago, Illinois, Cook County.
9. Plaintiff Hannah Offutt is a resident of Peoria, Illinois, Peoria County.
10. Plaintiff Dylan Rushing is a resident of Roxana, Illinois, Madison County.
11. Plaintiff Orlanda Hawthorne is a resident of Chicago, Illinois, Cook County.
12. Plaintiff Nisha Albert is a resident of Downers Grove, Illinois, DuPage County.
13. Plaintiff Adam Sorkin is a resident of Chicago, Illinois, Cook County.
14. Plaintiff Christopher Bates is a resident of Worcester, Worcester County, Massachusetts.
15. Plaintiff Rosemarie Ramirez is a resident of Congers, Rockland County, New York.
16. Defendant, BEYOND MEAT, INC. is a publicly traded Delaware Corporation with its headquarters in El Segundo, California, and is registered as a foreign corporation in the State of Illinois.

JURISDICTION AND VENUE

17. This Court has personal jurisdiction over Defendant because Defendant purposefully availed itself of the Illinois consumer market and places Beyond Meat Products into the stream of commerce directed at hundreds of locations within this District and thousands of locations throughout Illinois, where thousands of consumers purchase the Product every day.

18. This Court has original subject-matter jurisdiction over this proposed class action pursuant to 28 U.S.C. § 1332(d), which, under the provisions of the Class Action Fairness Act (“CAFA”), explicitly provides for the original jurisdiction of the federal courts in any class action in which at least 100 members are in the proposed plaintiff class, any member of the plaintiff class is a citizen of a State different from any defendant, and the matter in controversy exceeds the sum of \$5,000,000.00, exclusive of interest and costs. Plaintiffs allege that the total claims of individual members of the proposed Class (as defined herein) are well in excess of \$5,000,000.00 in the

aggregate, exclusive of interest and costs.

19. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because Plaintiffs purchased the Products in this District, substantial acts in furtherance of the alleged improper conduct, including the dissemination of false and misleading information regarding the nature, quality, and/or ingredients of the Products, occurred within this District, and the Defendant conducts business in this District.

ALLEGATIONS

A. Background

20. Defendant, BEYOND MEAT, INC. is a plant-based meat substitutes company that was founded in 2009 and launched its initial product line in 2012.

21. “As of December 2021, Beyond Meat had products available at approximately 130,000 retail and foodservice outlets in over 90 countries worldwide.”¹

22. In the United States, Beyond Meat Products are available for purchase at 32,000 retail stores and 47,000 restaurants.

23. Beyond Meat Products are sold in all 50 states and are available for purchase in major grocery stores, big box stores, and other retail locations throughout the United States.

24. At all relevant times, Defendant has, and continues to, design, manufacture, promote, market, advertise, package, label, and distribute Beyond Meat Products in a consistent and uniform manner throughout the United States.

25. Beyond Meat describes itself as a “leader in plant-based meat”² and “Revolutionary Plant-Based Protein Leader,” and it describes the Products as the “future of protein” on its website and in its marketing materials

26. Beyond Meat exceeded \$400 million in net revenue during 2020 and continues to gain market share in the \$1.4 trillion global meat industry.³

¹ <https://investors.beyondmeat.com/news-releases/news-release-details/beyond-meatr-reports-fourth-quarter-and-full-year-2021-financial> (last accessed Feb. 25, 2022).

² <https://investors.beyondmeat.com/news-releases/news-release-details/revolutionary-plant-based-protein-leader-beyond-meatr-announces> (last accessed March 7, 2022).

³ 1Q21 Investor Presentation (May 2021) (beyondmeat.com) (last accessed March 7, 2022).

27. Beyond Meat has enlisted the help of many celebrities to advertise and promote its Products as an easy way to introduce protein into one's diet.

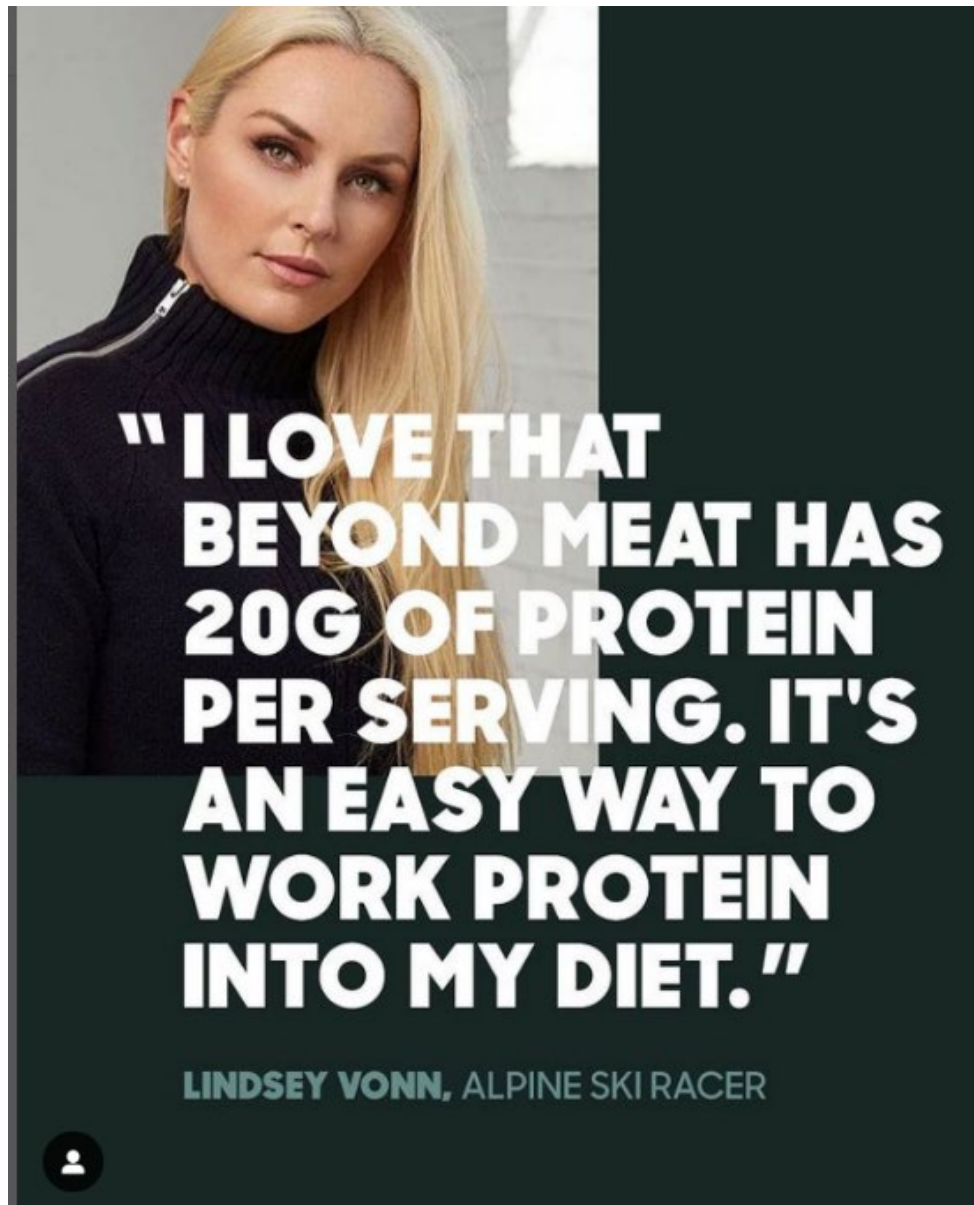


Figure 1. Olympic athlete Linsey Vonn promoting Beyond Meat Products as a means of introducing more dietary protein. <https://www.instagram.com/p/CZnUSuohQb5/> (last accessed March 7, 2022).

28. Beyond Meat also uses social media platforms to promote the Products and attract potential consumers, and Defendant launched its #FutureofProtein marketing campaign on Instagram, Twitter, and Facebook.⁴

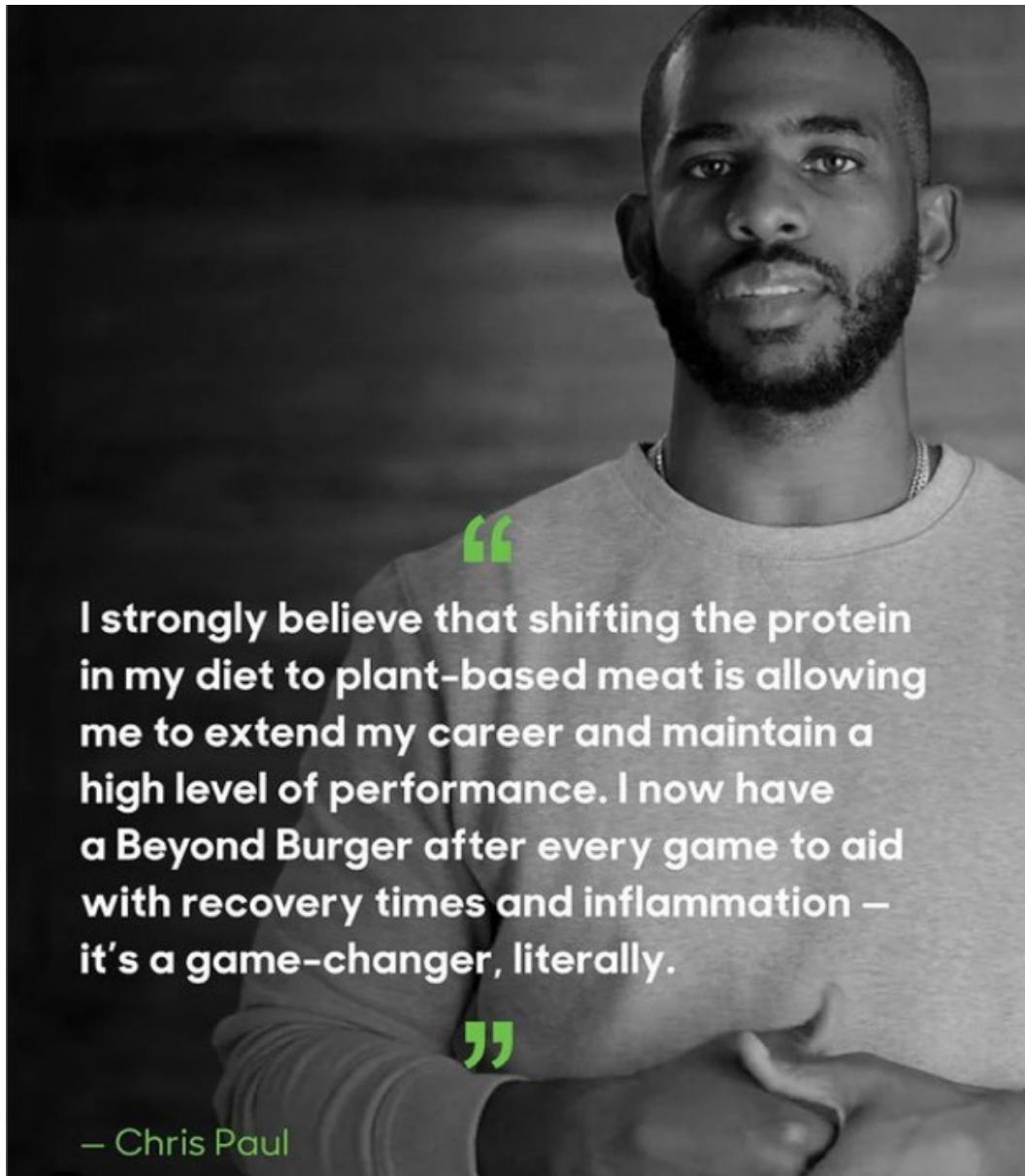


Figure 2. NBA All-Star and two-time Olympic athlete Chris Paul insinuating that Beyond Burgers provide consumers with the same amount of protein found in traditional beef burgers.

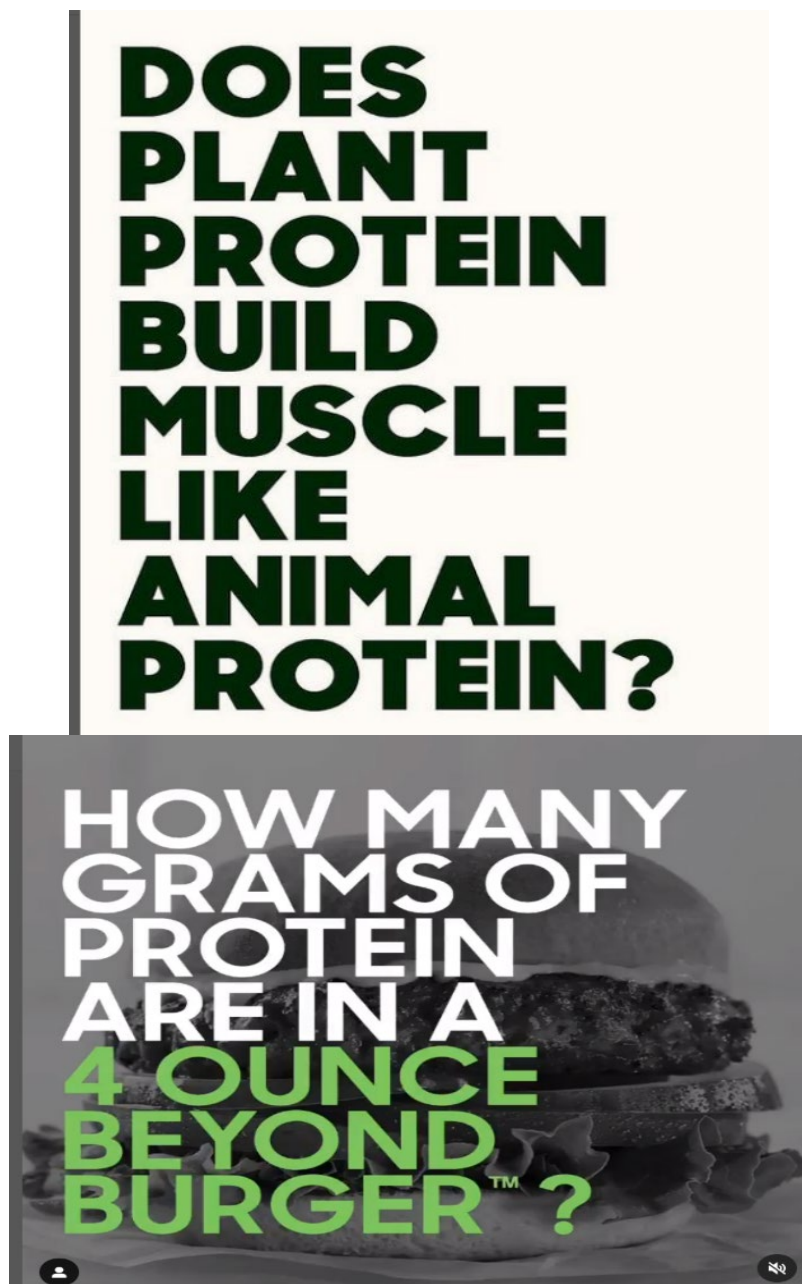
⁴ *Id.*

29. Beyond Meat's "future of protein" campaign targets environmentally conscientious consumers by claiming that the Products allow consumers to get high-quality dietary protein while simultaneously helping the environment. Beyond Meat's CEO, Ethan Brown, makes similar appeals to consumers, stating, "What protein are you going to put at the center of your plate? The implications of that decision are vast for the environment." Beyond Meat also misleads consumers by using infographics that misrepresent the Products' environmental impact as compared to traditional meat. More specifically, Beyond Meat's underlying calculations fail to account for the fact that the Products do not provide the same amount of protein as traditional meat products.



Figure 3. Beyond Meat's infographics are misleading because they suggest that the Products' absorbed protein is equivalent to traditional meat products when, in reality, is substantially less. Because Defendant's underlying calculations are flawed, so too are its statements about greenhouse gas emission, water and land use, and energy consumption.

30. Beyond Meat explicitly represents that the protein in its Products can help build muscle as efficiently as animal protein. This is false because, as previous stated, the protein absorption rates are significantly different. Defendant knows, or should know, that a significant portion of the Products' stated protein is not actually absorbed following consumption of the Products.⁵



⁵ <https://www.instagram.com/p/B2h-hYtATMX/> (last visited March 7, 2022) and <https://www.instagram.com/p/COJWY-YhiHH/> (last visited March 7, 2022).

B. The Importance of Protein to Consumers

31. Protein is an essential part of a healthy diet and is indispensable for normal bodily functions. “Protein is a component of every cell in the human body and is necessary for proper growth and development, especially during childhood, adolescence, and pregnancy. [It] helps your body build and repair cells and body tissue, and is important for many body processes, such as blood clotting, fluid balance, immune response, vision, and production of hormones, antibodies, and enzymes.”⁶

32. A high-protein diet provides additional benefits, including appetite control, weight and body composition management, muscle growth and maintenance, improved cardiometabolic health, better strength, improved immune function, and faster tissue recovery.⁷ In light of these benefits, many consumers want to achieve a high-protein diet and seek high-protein products in order to achieve this.

33. But even the average sedentary man needs 56 grams per day of protein and the average sedentary woman needs 46 grams of protein per the Dietary Reference Intake.⁸ Individuals with specific health concerns, such as women who are pregnant or breastfeeding, or individuals with medical conditions that inhibit protein absorption, require more protein than the daily recommended minimum.⁹

34. Furthermore, individuals with active lifestyles who regularly engage in strenuous activity, such as running or lifting weights, require more protein than the daily recommended minimum.¹⁰

35. Given the importance of protein intake, high protein foods are often sold at a premium price. Defendant’s marketing campaign, as described in the previous section, make it clear that Defendant’s customers find both the amount and quality protein in the Beyond Meat

⁶ Interactive Nutrition Facts Label - Protein (fda.gov) (last visited March 16, 2022).

⁷ *Id.*

⁸ <https://www.healthline.com/nutrition/how-much-protein-per-day> (last visited March 7, 2022).

⁹ *Id.*

¹⁰ <https://pubmed.ncbi.nlm.nih.gov/1895363/> (last visited July 14, 2022).

Products is material to their purchasing decision.

C. Federal Regulations and Methodologies for Calculating Protein Content and Daily Value Percentage.

36. Pursuant to the Food, Drug, and Cosmetics Act (“FDCA”) (as amended by the Nutrition Labeling and Education Act), the United States Food and Drug Administration (“FDA”) has adopted regulations that governs the nutritional labeling of food and requires manufacturers to provide information about the level of certain nutrients, including protein. *See* 21 C.F.R. §101.9(c)(7).

37. The FDA requires manufacturers to publish a product’s protein content on its nutritional label, which is “[a] statement of the number of grams of protein in a serving.” *Id.* Generally, the “Nitrogen Content Method” is used to calculate a given food product’s protein content. Under this methodology, protein content is calculated on the basis of the factor of 6.25 times the nitrogen content of the food as determined by the appropriate method of analysis as given in the ‘Official Methods of Analysis of the AOAC International,’ except when the official procedure for a specific food requires another factor.

38. However, the FDCA requires disclosure of protein quality, which is determined through a more rigorous testing methodology called the Protein Digestibility Amino Acid Corrected Score (“PDCAAS”) to calculate the “corrected amount of protein per serving:” The ‘corrected amount of protein (gram) per serving’ . . . is equal to the actual amount of protein (gram) per serving multiplied by the amino acid score corrected for protein digestibility. . . .The protein digestibility corrected amino acid score shall be determined by methods given in . . . ‘Protein Quality Evaluation, Report of the Joint FAO/WHO Expert Consultation on Protein Quality Evaluation,’ Rome, 1990, except that when official AOAC procedures described in section (c)(7) of this paragraph require a specific food factor other than 6.25, that specific factor shall be used. 21 C.F.R. §101.9(c)(7)(ii).

39. Beyond Meat is thus required by law to use the PDCAAS calculation for the Products rather than some other non-sophisticated method. The regulation requires that for any

product making a protein claim (which is contained on the front panel of all of the Products), the product must contain a statement of protein content as a percentage of the Daily Reference Value calculated using the “corrected amount of protein”—an amount that is not calculated by simply multiplying the amount of nitrogen by 6.25, but by taking into account the “protein quality value,” or “protein digestibility-corrected amino acid score.” *See* 21 C.F.R. § 101.9(c)(7)(ii).

40. So, for the Products, the protein content *may* be calculated using the nitrogen method, **but it also must be stated as a percentage of the Daily Reference Value using the corrected amount of protein.** This alternative to the nitrogen method (PDCAAS) is only required in the statement of percentage; it is not required for statements of absolute protein. Moreover, the regulations implicitly acknowledge that the nitrogen method is not the most accurate way to describe protein content.

41. Recently, the FDA reaffirmed these requirements.¹¹ Any statement that the FDA somehow has abdicated the requirement for PDCAAS testing for protein content is incorrect. The relevant regulations are clear:

(i) **A statement of the corrected amount of protein per serving, as determined in paragraph (c)(7)(ii) of this section,** calculated as a percentage of the RDI or DRV for protein, as appropriate, and expressed as Percent of Daily Value, may be placed on the label, **except that such a statement shall be given if a protein claim is made for the product,** or if the product is represented or purported to be specifically for infants through 12 months or children 1 through 3 years of age. When such a declaration is provided, it should be placed on the label adjacent to the statement of grams of protein and aligned under the column headed "Percent Daily Value," and expressed to the nearest whole percent. However, the percentage of the RDI for protein shall not be declared if the food is represented or purported to be specifically for infants through 12 months and the protein quality value is less than 40 percent of the reference standard.

(ii) **The "corrected amount of protein (gram) per serving" for foods represented or purported for adults and children 1 or more years of age is equal to the actual amount of protein (gram) per serving multiplied by the amino acid score corrected for protein digestibility.** If the corrected score is above 1.00, then it shall be set at 1.00. **The protein digestibility-corrected amino acid score shall be determined by methods given in sections 5.4.1, 7.2.1, and**

¹¹ <https://www.fda.gov/food/food-labeling-nutrition/industry-resources-changes-nutrition-facts-label#LabelClaims>

8.00 in "Report of the Joint FAO/WHO Expert Consultation on Protein Quality Evaluation," except that when official AOAC procedures described in paragraph (c)(7) of this section require a specific factor other than 6.25, that specific factor shall be used. For foods represented or purported to be specifically for infants through 12 months, the corrected amount of protein (grams) per serving is equal to the actual amount of protein (grams) per serving multiplied by the relative protein quality value. The relative protein quality value shall be determined by dividing the subject food protein PER value by the PER value for casein. If the relative protein value is above 1.00, it shall be set at 1.00.

21 C.F.R. § 101.9(c)(7)(i) (emphasis added).

D. Defendant's Marketing of The Protein Content of The Beyond Meat Products

42. Defendant advertises its Beyond Meat Products with the protein contents prominently displayed on the front of the package. The fact that Defendant advertises the Products' protein content on the front label (as opposed to only on the back label, in the required 'Nutritional Facts' section), in large bold text, demonstrates that Defendant is aware that its consumers specifically seek out foods that are high in protein. Otherwise, a food manufacturer would not devote limited and valuable labeling real estate to such claims.

Beyond Beef Plant-Based 16oz Patties

43. For example, Beyond Meat advertises the Beyond Beef Plant-Based 16oz Patties as being "Plant-Based Patties" with "20G of Plant Protein Per Serving," which is attributable to the product's pea protein (as disclosed in the product's ingredients list).

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INGREDIENTS: Water, Pea Protein, Expeller-Pressed Canola Oil, Refined Coconut Oil, Rice Protein, Natural Flavors, Dried Yeast, Cocoa Butter, Methylcellulose, Contains 1% or less: Potato Starch, Salt, Potassium Chloride, Beet Juice Color, Apple Extract, Pomegranate Concentrate, Sunflower Lecithin, Vinegar, Lemon Juice Concentrate, Vitamins and Minerals (zinc sulfate, niacinamide [vitamin B3], pyridoxine hydrochloride [vitamin B6], cyanocobalamin [vitamin B12], calcium pantothenate).
Peas are legumes. People with severe allergies to legumes like peanuts should be cautious when introducing pea protein into their diet because of the possibility of a pea allergy. Contains no peanuts or tree nuts.

44. The product's "Nutrition Facts" state that the 20G of Plant Protein Per Serving equals 40% of the % Daily Value for protein.

Nutrition Facts			
2 servings per container			
Serving size		1 Patty (113g)	
Calories	Per serving	Per container	
	230	450	
	% DV*	% DV*	
Total Fat	14g 18%	28g 36%	
Saturated Fat	5g 25%	10g 50%	
Trans Fat	0g	0g	
Polyunsaturated Fat	3g	5g	
Monounsaturated Fat	6g	11g	
Cholesterol	0mg 0%	0mg 0%	
Sodium	390mg 17%	780mg 35%	
Total Carb.	7g 3%	14g 5%	
Dietary Fiber	2g 7%	4g 14%	
Total Sugars	0g	<1g	
Added Sugars	0g 0%	0g 0%	
Protein	20g 40%	40g 80%	
Vitamin D	0mcg 0%	0mcg 0%	

45. Stated differently, in many cases, Beyond Meat is simply doubling the stated amount of protein to arrive at the stated % Daily Value, and this is true across each of the Products. However, because Defendant advertises a protein content claim on the Products' front labels, it is required to use the PDCAAS method of testing on its Products to arrive at the % Daily Value—doubling the stated amount of protein is insufficient and inaccurate.

46. Defendant's fuzzy math can be seen in the rest of its Beyond Meat product line. Each of the Beyond Meat Products have the same inaccurate protein claims:



Figure 4. The Products' front labels contain a protein content claim, which requires Defendant to use the PDCAAS testing method to determine the % Daily Value of protein per serving.

Sausage Plant-Based Dinner Links Hot Italian 14 oz



Beyond Sausage Plant-Based Dinner Sausage Links Brat Original 14 oz



Nutrition Facts	
4 servings per package	
Serving size	1 cooked link (76g)
Amount per serving	
Calories	190
% Daily Value*	
Total Fat 12g	15%
Saturated Fat 5g	25%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 500mg	22%
Total Carbohydrate 5g	2%
Dietary Fiber 3g	11%
Total Sugars 0g	
Protein 16g	25%
Vitamin D 0mcg	0%

Beyond Breakfast Sausage Classic 16oz Patties



Nutrition Facts	
3 servings per container	
Serving size	2 cooked patties (58g)
Amount per serving	
Calories	180
% Daily Value*	
Total Fat 12g	15%
Saturated Fat 4.5g	23%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 270mg	12%
Total Carbohydrate 6g	2%
Dietary Fiber 2g	7%
Total Sugars 0g	
Protein 11g	22%

Beyond Breakfast Sausage Plant-Based Breakfast Patties Spicy 7.4 oz



Nutrition Facts	
3 servings per container	
Serving size	2 cooked patties (58g)
Amount per serving	
Calories	180
% Daily Value*	
Total Fat 12g	15%
Saturated Fat 4.5g	23%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 270mg	12%
Total Carbohydrate 6g	2%
Dietary Fiber 2g	7%
Total Sugars 0g	
Protein 11g	22%

Beyond Chicken Plant-Based Breaded Tenders Classic 8 oz



Nutrition Facts				
About 3 servings per container				
Serving size		2 pieces (80g)		
Calories		Per serving		Per container
		210		600
		% DV*		% DV*
Total Fat	12g	15%	33g	42%
Saturated Fat	2g	10%	6g	30%
Trans Fat	0g		0g	
Polyunsaturated Fat	3g		8g	
Monounsaturated Fat	6g		18g	
Cholesterol	0mg	0%	0mg	0%
Sodium	450mg	20%	1280mg	55%
Total Carb.	15g	5%	41g	15%
Dietary Fiber	3g	11%	8g	29%
Total Sugars	2g		7g	
Total Added Sugar	0g	0%	0g	0%
Protein	11g	16%	31g	44%
Vitamin D	0mcg	0%	0mcg	0%
Calcium	20mg	2%	60mg	4%
Iron	1.3mg	8%	3.8mg	20%
Potassium	290mg	6%	830mg	15%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Beyond Meatballs Italian Style Plant-Based Meatballs 12 ct Classic 10 oz



Nutrition Facts				
About 2.5 servings per container				
Serving size		5 Meatballs (4.3oz/121g) 12 Meatballs (10oz/290g)		
Calories		Per 121g - Rounded		Entire Package
		290		700
		% DV*		% DV*
Total Fat	21g	27%	51g	65%
Saturated Fat	7g	35%	17g	85%
Trans Fat	0g		0.5g	
Cholesterol	0mg	0%	0mg	0%
Sodium	500mg	22%	1200mg	52%
Total Carb.	9g	3%	21g	8%
Dietary Fiber	3g	7%	8g	29%
Total Sugars	0g		0g	
Total Added Sugar	0g	0%	0g	0%
Protein	19g	38%	46g	92%
Vitamin D	0mcg	0%	0mcg	0%
Calcium	110mg	8%	260mg	20%
Iron	4.9mg	25%	11.8mg	70%
Potassium	460mg	10%	1110mg	25%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Beyond Breakfast Sausage Plant-Based Breakfast Links Classic 8.3 oz



Nutrition Facts	
4 servings per container	
Serving size 2 cooked links (46g/1.6oz)	
Amount per serving	
Calories	130
	% Daily Value*
Total Fat 9g	12%
Saturated Fat 3g	15%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 240mg	10%
Total Carbohydrate 3g	1%
Dietary Fiber 2g	7%
Total Sugars 0g	
Includes 0g Added Sugars	0%
Protein 8g	16%

Beyond Breakfast Sausage Plant-Based Breakfast Links Classic 8.3 oz



Nutrition Facts	
4 servings per container	
Serving size 4 oz (113g)	
Amount per serving	
Calories	230
	% Daily Value*
Total Fat 14g	18%
Saturated Fat 5g	25%
Trans Fat 0g	
Polyunsaturated Fat 3g	
Monounsaturated Fat 6g	
Cholesterol 0mg	0%
Sodium 390mg	17%
Total Carbohydrate 7g	3%
Dietary Fiber 2g	7%
Total Sugars 0g	
Includes 0g Added Sugars	0%
Protein 20g	40%

E. The Products' Front and Back Labels are Inaccurate with Regard to the Stated Amount of Protein.

47. Defendant's stated protein amount and protein DV% claims are false and misleading. As independent lab testing reveals, the quantity of Protein determined by nitrogen in

all but four of the Products is less than what Defendant represented. Even worse, each of the Products' DV% of protein is substantially less than the Products' stated DV%.

48. Plaintiffs' counsel commissioned testing of the Products, and the test results demonstrate that the Products do not contain the stated amount of protein and/or protein DV%. For example, Defendant's Beyond Beef Plant-Based Ground 16oz Patties, which is labeled as "20G Per Serving" and "40% DV" for protein, actually contains 19G Per Serving by nitrogen testing, and 7% DV for protein. This represents an 5% deficiency in the reported protein content and an 33% deficiency in the reported %DV for protein.

49. The chart below contains Plaintiffs' test results:

Beyond Meat Product	Claimed Protein (Grams per serving)	DV % Claim	Actual Protein Amount (Grams per serving)	Actual DV%	% Difference Protein	% Difference DV
Sausage Plant-Based Dinner Links Hot Italian 14 oz	16	25%	13	5%	-18.75%	-15%
Beyond Sausage Plant-Based Dinner Sausage Links Brat Original 14 oz	16	25%	13	5%	-18.75%	-20%
Beyond Beef Plant-Based 16oz Patties	20	40%	18	36%	-10%	-4%
Beyond Beef Plant-Based Ground Beef	20	40%	19	7%	-5%	-33%
Beyond Breakfast Sausage Plant-Based Breakfast Patties Classic 7.4 oz	11	22%	10	4%	-10.10%	-18%
Beyond Breakfast Sausage Plant-Based Breakfast Patties Spicy 7.4 oz	11	22%	10	4%	-10.10%	-18%

Beyond Chicken Plant-Based Breaded Tenders Classic 8 oz	11	16%	13	2%	18%	-14%
Beyond Meatballs Italian Style Plant-Based Meatballs 12 ct Classic 10 oz	19	38%	20	7%	5.20%	-31%
Beyond Breakfast Sausage Plant-Based Breakfast Links Classic 8.3 oz	8	16%	7	3%	-12.50%	-13%

50. By labeling each of the Products with their purported protein amount and/or protein DV% claims, Defendant knew or should have known that the claims are false and misleading, yet still advertised, labeled, and packaged the Products with the false and misleading claims. As the Products' manufacturer, supplier, wholesaler, distributor, and/or retailer, Defendant tested, or should have tested, the Products prior to sale. The method for calculating the protein contents and DV% of food products is well established and set forth in the relevant federal regulations. Yet, Defendant did not follow the relevant standard and, instead, adopted over-stated protein claims.

51. Defendant knowingly misrepresented the Products' true protein amount and/or protein DV% when it published marketing material on its website and approved the Products' labels.

52. Plaintiffs and Class Members would not have purchased the Products or would have paid less for the Products if they were aware of the misleading labeling of the Products by Defendant. High protein foods are generally sold at a premium price, due to the importance of protein as alleged herein. Accordingly, Plaintiffs and Class Members paid more than they would have otherwise paid had the labels been accurate.

53. Defendant intended for Plaintiffs and the Class members to be deceived or misled. Defendant's deceptive and misleading practices proximately caused harm to the Plaintiffs and the Class.

F. Plaintiffs' Experiences

54. Plaintiff Roberts purchased the Beyond Meat Beyond Beef Plant-Based Ground 16oz, Beyond Meat Beyond Breakfast Sausage Plant-Based Breakfast Links, Classic 8.3 oz, Beyond Meat Beyond Meatballs Italian Style Plant-Based Meatballs 12 ct, Classic 10 oz on February 23, 2022, from a Walmart (store number 7082290611) located at 500 W 95th St, Chicago, IL, 60805. Plaintiff Roberts paid \$9.00 plus tax for the Beyond Beef Plant-Based Ground 16oz, \$4.49 plus tax for the Beyond Meat Beyond Breakfast Sausage Plant-Based Breakfast Links, and \$7.49 plus tax for the Beyond Meat Beyond Meatballs Italian Style Plant-Based Meatballs 12 ct. Plaintiff Roberts relied on Defendant's representations regarding the %DV of the Products. She also purchased the Products because of Defendant's representation that the Products contain the amount of protein stated on the Products' front label. Although the Products were more expensive than other choices she viewed, Plaintiff Roberts chose to pay a price premium for the Products as a result of Beyond Meat's misrepresentations. At the time of her purchases, Plaintiff Roberts relied on Beyond Meat's factual representations, contained on the Products' label and online. However, each representation was false because the Products do not contain the stated %DV of protein, the stated amount of protein measured in grams per serving (excluding the Beyond Meat Beyond Meatballs Italian Style Plant-Based Meatballs 12 ct, Classic 10 which do contain the stated amount of protein), or the adjusted protein content based upon the quality of the Products' protein. Plaintiff Roberts did not receive the benefit of her bargain despite paying a price premium for the Products. Plaintiff Roberts would consider buying the Products again if the stated amount of protein on the front of the Products was corrected (excluding the Beyond Meat Beyond Meatballs Italian Style Plant-Based Meatballs 12 ct, Classic 10 which do contain the stated amount of protein) and Beyond Meat engaged in the correct testing for the %DV for protein on the back of the Products' label.

55. Plaintiff Offutt purchased Beyond Meat Beyond Meatballs Italian Style Plant-Based Meatballs 12 ct, Classic 10 oz, and Beyond Meat Beyond Breakfast Sausage Plant-Based Breakfast Plant-Based Breakfast Patties, Spicy 7.4 oz on December 1, 2021. Plaintiff Offutt paid

\$7.49 plus tax for the Beyond Meat Beyond Meatballs Italian Style Plant-Based Meatballs 12 ct and \$4.04 plus tax for the Beyond Meat Beyond Breakfast Sausage Plant-Based Breakfast Plant-Based Breakfast Patties, Spicy 7.4 oz. Plaintiff Offutt relied on Defendant's representations regarding the %DV of the Products. She also purchased the Products because of Defendant's representation that the Products contain the amount of protein stated on the Products' front label. Although the Products were more expensive than other choices she viewed, Plaintiff Offutt chose to pay the premium price based on Beyond Meat's various statements and representations. At the time of her purchases, Plaintiff Offutt relied on Beyond Meat's factual representations on the Products' label and online. All of the representations made by Beyond Meat regarding the product purchased by Plaintiff Offutt were false because the Products do not contain the stated %DV of protein, the stated amount of protein (excluding the Beyond Meat Beyond Meatballs Italian Style Plant-Based Meatballs 12 ct, Classic 10 which do contain the stated amount of protein), or the adjusted protein content based upon the quality of the protein contained within the Products. Plaintiff Offutt paid a price premium for the Products but did not receive the benefit of her bargain. Plaintiff Offutt would consider buying the Products again if the stated amount of protein on the front of the Products was corrected (excluding the Beyond Meat Beyond Meatballs Italian Style Plant-Based Meatballs 12 ct, Classic 10 which do contain the stated amount of protein) and Beyond Meat engaged in the correct testing for the %DV for protein on the back of the Products' label.

56. Plaintiff Rushing purchased Beyond Meat Beyond Chicken Plant-Based Breaded Tenders, Classic 8 oz on June 1, 2021, and paid approximately \$6.00, excluding sales tax. Plaintiff Rushing relied on Defendant's representations regarding the %DV of the Products. He also purchased the Products because of Defendant's representation that the Products contain the amount of protein stated on the Products' front label. Although the Product was more expensive than other choices he viewed, Plaintiff Rushing chose to pay the premium price based upon the various claims and promises made by Beyond Meat. At the time of his purchase, Plaintiff Rushing relied on Beyond Meat's factual representations on the Product label and online. Each of

Defendant's representations were false because the Product does not contain the stated %DV of protein and the adjusted protein content based upon the quality of the protein contained within the Product. Plaintiff Rushing did not receive the benefit of his bargain despite paying a price premium. Plaintiff Rushing would consider buying the Product again if Beyond Meat engaged in the correct testing for the %DV for protein on the back of the Product's label.

57. Plaintiff Hawthorne purchased the Beyond Meat Sausage Plant-Based Dinner Links Hot Italian 14 oz on March 1, 2022 and paid approximately \$15, excluding sales tax. Plaintiff Hawthorne relied on Defendant's representations regarding the %DV of the Products. She also purchased the Products because of Defendant's representation that the Products contain the amount of protein stated on the Products' front label. Although the Products were more expensive than other choices she viewed, and Plaintiff Hawthorne chose to pay the premium price based upon the various claims and promises made by Beyond Meat. At the time of her purchase, Plaintiff Hawthorne relied on Beyond Meat's factual representations on the Product label and online. Each of Beyond Meat's representations was false because the Product does not contain the stated %DV of protein, the stated amount of protein, or the adjusted protein content based upon the quality of the protein contained within the Product. Plaintiff Hawthorne did not receive the benefit of her bargain despite paying a price premium. Plaintiff Hawthorne would consider buying the Product again if Beyond Meat corrected the stated amount of protein and engaged in the correct testing for calculating the %DV for protein.

58. Plaintiff Albert purchased the Beyond Meat Beyond Breakfast Sausage Plant-Based Breakfast Patties, Classic, 7.4oz, Beyond Meat Beef Plant Based Ground 16oz, and Beyond Meat Beyond Beef Plant-Based 16oz Patties on June 1, 2021. Plaintiff Albert paid approximately \$9 and/or \$8 for each product. Plaintiff Roberts relied on Defendant's representations regarding the %DV of the Products. She also purchased the Products because of Defendant's representation that the Products contain the amount of protein stated on the Products' front label. Although the Products were more expensive than other choices she viewed, Plaintiff Albert chose to pay a price premium based on Defendant's representations and statements. At the

time of her purchases, Plaintiff Albert relied on Beyond Meat's factual representations on the Products label and online. These representations are false because the Product does not contain the stated %DV of protein, the stated amount of protein, or the adjusted protein content based upon the quality of the protein contained within the Products. Plaintiff Albert did not receive the benefit of her bargain despite paying a price premium. Plaintiff Albert would consider buying the Products again if the stated amount of protein was corrected and Beyond Meat engaged in the correct testing for the %DV for protein on the back of the Products' label.

59. Plaintiff Sorkin purchased the Beyond Meat Beyond Sausage Plant-Based Dinner Sausage Links, Brat Original 14 oz on December 1, 2021, and paid approximately \$10.99 for the product. Plaintiff Sorkin relied upon the representations regarding the %DV of the Products. He also purchased the Products because of Defendant's representation that the Products contain the amount of protein stated on the Products' front label. Although the Product was more expensive than other choices he viewed, Plaintiff Sorkin chose to pay the premium price based upon the various claims and promises made by Beyond Meat. At the time of his purchase, Plaintiff Sorkin relied on Beyond Meat's factual representations on the product label and online. All of the representations made by Beyond Meat regarding the product purchased by Plaintiff Sorkin were false because the Products do not contain the stated %DV of protein, the stated amount of protein, or the adjusted protein content based upon the quality of the protein contained within the Product. Plaintiff Sorkin did not receive the benefit of his bargain and paid a price premium. Plaintiff Sorkin would consider buying the Product again if the stated amount of protein on the front of the Product was corrected and Beyond Meat engaged in the correct testing for the %DV for protein on the back of the Products' label.

60. Plaintiff Ramirez has purchased Beyond Meat's Beyond Burger Plant-Based Patties for several years and typically buys them 3-4 times each month. Plaintiff Ramirez purchased the product at several retail locations in or around Conger, New York, and Beyond Meat products are sold in several stores, including ShopRite, Foodtown, and Target. Plaintiff Ramirez specifically recalls purchasing the product at a ShopRite store in her area and also

believes that she has purchased the products at Food Town in the past. To the best of her recollection, Plaintiff Ramirez paid approximately \$5-6 dollars for the product, which is the typical price range for the Beyond Burger Plant-Based Patties. When Plaintiff Ramirez purchased the products, she relied on various labeling representations about the nutritional qualities of the product, including that it had 20 grams of plant protein per serving, and a daily protein value of 40%. Plaintiff Ramirez read and relied on both the front labeling, and the nutrition information on the back of the package. Despite Defendant's representations, the product did not contain 20 grams of protein per serving, nor did it provide a daily protein value of 40%. Instead, the product contained approximately 18 grams of protein, and its actual daily protein value was approximately 35%. Plaintiff Ramirez would consider buying the Product again if the stated amount of protein on the front of the Product was corrected and Beyond Meat engaged in the correct testing for the %DV for protein on the back of the Products' label.

61. On February 5, 2021, Plaintiff Bates purchased Beyond Meat's Frozen Plant Based Meatless Beef-Style Patties for approximately \$3.50. On February 5, 2021, and again on November 3, 2021, Plaintiff Bates purchased Beyond Meat's Beyond Beef Plant-Based Ground Beef for approximately \$8. Plaintiff Bates purchased each of the above-described products from Target. When Plaintiff Bates purchased the products, they relied on various labeling representations about the nutritional qualities of the product, including the number of grams of plant protein per serving, and the daily protein value. Plaintiff Bates read and relied on both the front labeling, and the nutrition information on the back of the package. However, the labeling on the products Plaintiff Bates purchased provided false information regarding the number of grams of plant protein per serving and the daily protein value. The labeling of the Plant-Based Meatless Beef-Style Patties stated that they had 20 grams of protein per serving, and a daily protein value of 40%. Instead, the products would have had approximately 18 grams of protein, and an actual daily protein value of approximately 35%. The labeling of the Beyond Beef Plant-Based Ground Beef stated that the product provided an actual daily protein value of approximately 40%, but in fact, the product would have provided only approximately 7%.

Plaintiff Bates would consider buying the Product again if the stated amount of protein on the front of the Product was corrected and Beyond Meat engaged in the correct testing for the %DV for protein on the back of the Products' label.

CLASS ACTION ALLEGATIONS

62. Plaintiffs bring this action individually and as representative of all those similarly situated, pursuant to Federal Rule of Civil Procedure 23, on behalf of the below-defined Classes:

National Class: During the fullest period allowed by law, all persons in the United States who purchased any of the Products for personal use and not for resale within the United States (the "National Class").

Consumer Fraud Multi-State Class: During the fullest period allowed by law, all persons in the States of California, Florida, Illinois, Massachusetts, Michigan, Minnesota, Missouri, New Jersey, New York, and Washington who purchased the Products for personal consumption (the "Consumer Fraud Multi-State Class").¹²

63. Plaintiffs Angelique Roberts, Hannah Offutt, Dylan Rushing, Orlandra Hawthorne, Nisha Albert, Adam Sorkin, Rosemarie Ramirez, and Christopher Bates bring this action individually and as representative of all those similarly situated, pursuant to Federal Rule of Civil Procedure 23, on behalf of the below defined Subclass:

Illinois State Class: During the fullest period allowed by law, all persons in the State of Illinois who purchased any of the Products for personal use and not for resale within the State of Illinois (the "Illinois Subclass").

64. Plaintiff Christopher Bates brings this action individually and as representative of all those similarly situated, pursuant to Federal Rule of Civil Procedure 23, on behalf of the below defined Subclass:

Massachusetts State Class: During the fullest period allowed by law, all persons in the State of Illinois who purchased any of the Products for personal use and not for resale within the State of Illinois (the "Massachusetts Subclass").

¹² The States in the Consumer Fraud Multi-State Class are limited to those States with similar consumer fraud laws under the facts of this case: California (Cal. Bus. & Prof. Code § 17200, *et seq.*); Florida (Fla. Stat. § 501.201, *et seq.*); Illinois (815 Ill. Comp. Stat. 505/1, *et seq.*); Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq.*); Michigan (Mich. Comp. Laws § 445.901, *et seq.*); Minnesota (Minn. Stat. § 325F.67, *et seq.*); Missouri (Mo. Rev. Stat. § 407.010, *et seq.*); New Jersey (N.J. Stat. § 56:8-1, *et seq.*); New York (N.Y. Gen. Bus. Law § 349, *et seq.*); and Washington (Wash. Rev. Code § 19.86.010, *et seq.*).

65. Plaintiff Rosemarie Ramirez brings this action individually and as representative of all those similarly situated, pursuant to Federal Rule of Civil Procedure 23, on behalf of the below defined Subclass:

New York State Class: During the fullest period allowed by law, all persons in the State of Illinois who purchased any of the Products for personal use and not for resale within the State of Illinois (the “New York Subclass”).

66. Members of the classes described are referred to as “Class Members” or members of the “Classes.”

67. The following are excluded from the Classes: (1) any Judge presiding over this action and members of his or her family; (2) Defendant, Defendant’s subsidiaries, parents, successors, predecessors, and any entity in which Defendant or its parent has a controlling interest (as well as current or former employees, officers, and directors); (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiffs’ counsel and Defendant’s counsel; and (6) the legal representatives, successors, and assigns of any such excluded persons.

68. Certification of Plaintiffs’ claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of her claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

69. **Numerosity – Federal Rule of Civil Procedure 23(a)(1).** The members of the Classes are so numerous that individual joinder of all Class Members is impracticable. On information and belief, Class Members number in the thousands to millions. The precise number or identification of members of the Classes are presently unknown to Plaintiffs but may be ascertained from Defendant’s books and records. Class Members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. mail, electronic mail, Internet postings, and/or published notice.

70. **Commonality and Predominance – Federal Rule of Civil Procedure 23(a)(2)**

and 23(b)(3). Common questions of law and fact exist as to all members of the Classes, which predominate over any questions affecting individual members of the Classes. These common questions of law or fact include, but are not limited to, the following:

- a. Whether the Products' contents are mislabeled pursuant to the FDCA;
- b. Whether Defendant knowingly made misleading statements in connection with consumer transactions that reasonable consumers were likely to rely upon to their detriment;
- c. Whether Defendant knew or should have known that the representations and advertisements regarding the Products was false and misleading;
- d. Whether Defendant's conduct violates public policy;
- e. Whether Defendant's acts and omissions violate the state laws of California, Florida, Illinois, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New Jersey, New York, Rhode Island, Washington and Wisconsin;
- f. Whether Plaintiffs and the Class Members did not receive the benefit of their bargain when purchasing the Products;
- g. Whether the Plaintiffs and the Class Members suffered monetary damages, and, if so, what is the measure of those damages;
- h. Whether Plaintiffs and the Class Members are entitled to an injunction, damages, restitution, equitable relief, and other relief deemed appropriate, and, if so, the amount and nature of such relief.

71. Defendant engaged in a common course of conduct giving rise to the legal rights sought to be enforced by Plaintiffs, on behalf of herself and the other Class Members. Similar or identical statutory and common law violations, business practices, and injuries are involved. Individual questions, if any, pale by comparison, in both quality and quantity, to the numerous common questions that dominate this action.

72. **Typicality – Federal Rule of Civil Procedure 23(a)(3).** Plaintiffs' claims are typical of the claims of the other Class Members, as each class member was subject to the same

omission of material fact and misrepresentations regarding the Products' protein content. Plaintiffs share the aforementioned facts and legal claims or questions with Class Members, and Plaintiffs and all Class Members have been similarly affected by Defendant's common course of conduct alleged herein. Plaintiffs and all Class Members sustained monetary and economic injuries.

73. **Adequacy of Representation – Federal Rule of Civil Procedure 23(a)(4).** Plaintiffs are adequate representatives of the Classes because they are a member of the Classes and their interests do not conflict with the interests of the Class Members they seek to represent. Plaintiffs have also retained counsel competent and experienced in complex commercial and class action litigation. Plaintiffs and their counsel intend to prosecute this action vigorously for the benefit of all Class Members. Accordingly, the interests of the Class Members will be fairly and adequately protected by Plaintiffs and their counsel.

74. **Insufficiency of Separate Actions – Federal Rule of Civil Procedure 23(b)(1).** Absent a class action, Class Members will continue to suffer the harm described herein, for which they would have no remedy. Even if separate actions could be brought by individual consumers, the resulting multiplicity of lawsuits would cause undue burden and expense for both the Court and the litigants, as well as create a risk of inconsistent rulings and adjudications that might be dispositive of the interests of similarly situated consumers, substantially impeding their ability to protect their interests, while establishing incompatible standards of conduct for Defendant. Accordingly, the proposed Classes satisfy the requirements of Fed. R. Civ. P. 23(b)(1).

75. **Declaratory and Injunctive Relief – Federal Rule of Civil Procedure 23(b)(2).** Defendant has acted or refused to act on grounds generally applicable to Plaintiffs and all Class Members, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to the Classes as a whole.

76. **Superiority – Federal Rule of Civil Procedure 23(b)(3).** A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action.

The damages or other financial detriment suffered by Plaintiffs and the Class Members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendant, so it would be impracticable for Class Members to individually seek redress for Defendant's wrongful conduct. Even if Class Members could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

FIRST CAUSE OF ACTION

**Violation Of the State Consumer Fraud Acts
(On Behalf of Plaintiffs And The Consumer Fraud Multi-State Class)**

77. Plaintiffs incorporate by reference all of the foregoing paragraphs of this Complaint as if fully set forth herein.

78. The Consumer Fraud Acts of the States in the Consumer Fraud Multi-State Class prohibit the use of unfair or deceptive business practices in the conduct of trade or commerce.

79. Plaintiffs and the other Members of the Consumer Fraud Multi-State Class have standing to pursue a cause of action for violation of the Consumer Fraud Acts of the states in the Consumer Fraud Multi-State Class because Plaintiffs and Members of the Consumer Fraud Multi-State Class have suffered an injury in fact and lost money as a result of Defendant's actions set forth herein.

80. Defendant engaged in unfair and/or deceptive conduct, including, but not limited to, making representations in violation of the FDCA.

81. Defendant intended that Plaintiffs and each of the other Members of the Consumer Fraud Multi-State Class would rely upon its unfair and deceptive conduct and a reasonable person would in fact be misled by this deceptive conduct described above.

82. As a result of Defendant's use or employment of unfair or deceptive acts or

business practices, Plaintiffs and each of the other Members of the Consumer Fraud Multi-State Class have sustained damages in an amount to be proven at trial.

83. In addition, Defendant's conduct showed malice, motive, and the reckless disregard of the truth such that an award of punitive damages is appropriate.

SECOND CAUSE OF ACTION

Violations of the Illinois Consumer Fraud and Deceptive Business Practices Act (On Behalf Plaintiffs Angelique Roberts, Hannah Offutt, Dylan Rushing, Orlandra Hawthorne, Nisha Albert, Adam Sorkin, and the Illinois Subclass)

84. Plaintiffs Angelique Roberts, Hannah Offutt, Dylan Rushing, Orlandra Hawthorne, Nisha Albert, and Adam Sorkin bring this count on behalf of themselves and the Illinois Subclass and repeat and re-allege all previous paragraphs, as if fully included herein.

85. Plaintiffs and Illinois Subclass members are consumers under the Illinois Consumer Fraud Act and Defendant is a "person" within the meaning of 815 Ill. Comp. Stat. 510/1(5).

86. Defendant engaged, and continues to engage, in the wrongful conduct alleged herein in the course of trade and commerce, as defined in 815 ILCS 505/2 and 815 ILCS 510/2.

87. 815 ILCS 505/2 (Illinois Consumer Fraud Act) prohibits:

[u]nfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the 'Uniform Deceptive Trade Practices Act,' approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. In construing this section consideration shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a) of the Federal Trade Commission Act.

88. 815 ILCS 510/2 provides that a:

person engages in a deceptive trade practice when, in the course of his or her business, vocation, or occupation," the person does any of

the following: “(2) causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services; ... (5) represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have...; (7) represents that goods or services are of a particular standard, quality, or grade... if they are not; ... [and] (12) engages in any other conduct which similarly creates a likelihood of confusion or misunderstanding.

89. Defendant’s representations and omissions concerning the representations were false and/or misleading as alleged herein.

90. Defendant’s foregoing deceptive acts and practices, including its omissions, were likely to deceive, and did deceive, consumers acting reasonably under the circumstances. Consumers, including Plaintiffs and putative Class Members, would not have purchased their Products had they known the Products contain a lower protein amount and/or protein DV% than what was represented. These claims, alone or in tandem, are deceptive and violate federal regulations.

91. Defendant’s false or misleading representations and omissions were such that a reasonable consumer would attach importance to them in determining his or her purchasing decision.

92. Defendant’s false and misleading representations and omissions were made to the entire Illinois Subclass as they were prominently displayed on the packaging of every one of the Products, the Defendant’s website, and the online pages for the Products.

93. Defendant knew or should have known their representations and omissions were material and were likely to mislead consumers, including Plaintiffs and the Illinois Subclass.

94. Defendant’s practices, acts, and course of conduct in marketing and selling the Products were and are likely to mislead a reasonable consumer acting reasonably under the circumstances to his or her detriment.

95. Defendant profited from the sale of the falsely, deceptively, and unlawfully advertised the Products to unwary consumers.

96. Defendant’s wrongful business practices constituted, and constitute, a continuing

course of conduct in violation of the Illinois Consumer Fraud Act.

97. Defendant's wrongful business practices were a direct and proximate cause of actual harm to Plaintiffs and to each Class member.

98. As a direct and proximate result of Defendant's unfair and deceptive trade practices, Plaintiffs and the other Illinois Subclass members have suffered ascertainable loss and actual damages. Plaintiffs and the other Illinois Subclass members who purchased the Products would not have purchased them, or, alternatively, would have paid less for them had the truth about the non-conforming ingredients been disclosed. Plaintiffs and the other Illinois Subclass members did not receive the benefit of the bargain. Plaintiffs and the other Illinois Subclass members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under 815 Ill Comp. Stat. 505/1, *et seq.*

99. On or about March 17, 2022, Plaintiffs gave notice to Defendant that outlined Defendant's breaches of the ILCS.

100. Defendant's counsel responded to Plaintiffs, but ultimately, Defendant failed to take the corrective action requested by Plaintiffs in their correspondence and Plaintiffs were forced to file this action.

THIRD CAUSE OF ACTION

Violations Of Mass. Gen. Laws Chapter 93A, § 2 (On behalf of Plaintiff Bates and the Massachusetts Subclass)

101. Plaintiff Bates repeats and re-alleges the allegations above as if set forth herein.

102. Massachusetts law prohibits "unfair or deceptive acts or practices in the conduct of any trade or commerce." Mass. Gen. Laws Ch. 93a, § 2.

103. Plaintiff Bates, members of the Massachusetts Subclass, and Defendant are "persons" within the meaning of Mass. Gen. Laws Ch. 93a, § 1(a).

104. Defendant is engaged in "trade" or "commerce," within the meaning of Mass. Gen. Laws Ch. 93A, § 2.

105. The Products constitute property under Mass. Gen. Laws Ch. 93A.

Defendant engaged in one or more of the following unfair or deceptive acts or practices as prohibited by Mass. Gen. Laws Ch. 93A, § 2:

- a) Misrepresenting the approval or certification of goods;
- b) Representing that goods have sponsorship, approval, characteristics, uses, benefits, or quantities which they do not have;
- c) Representing that goods are of a particular standard, quality, or grade, if they are of another;
- d) Disparaging the goods, services, or business of another by false or misleading representation of fact;
- e) Advertising goods with intent not to sell them as advertised;
- f) Engaging in other conduct which created a likelihood of confusion or of misunderstanding;

106. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression, or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale of the Products, whether or not any person has in fact been misled, deceived or damaged thereby; and

107. Representing that goods have been supplied in accordance with a previous representation when they have not been.

108. Defendant's acts and omissions are unfair in that they (1) offend public policy; (2) are immoral, unethical, oppressive, or unscrupulous; and (3) cause substantial injury to consumers. Defendant has, through knowing, intentional, material omissions, sold mislabeled Products.

109. Defendant's acts and omissions are also unfair in that they cause substantial injury to consumers far in excess of any conceivable benefit; and are injuries of a nature that they could not have been reasonably avoided by consumers.

110. Defendant's foregoing unfair methods of competition and unfair or deceptive acts

or practices, including its omissions, were and are committed in its course of trade or commerce, directed at consumers, affect the public interest, and injured Plaintiff and Class members.

111. Plaintiff Bates and the members of the Massachusetts Subclass have suffered injury in fact, including economic injury, and actual damages resulting from Defendant's material omissions and misrepresentations because, inter alia, they lost money when they purchased the Products and/or paid an inflated purchase price for the Products.

112. Defendant knew, should have known, or was reckless in not knowing, that the Products were mislabeled and did not contain the protein advertised.

113. Defendant had a duty to disclose mislabeling and misbranding because Defendant had knowledge of the true facts related to the Products prior to marketing and selling the Products.

114. As a direct and proximate result of Defendant's unfair methods of competition and unfair or deceptive acts or practices, Plaintiff Bates and the members of the Massachusetts Subclass have incurred damages and are entitled to recover actual damages to the extent permitted by law, including class action rules, in an amount to be proven at trial.

115. Plaintiff Bates and the members of the Massachusetts Subclass have suffered ascertainable losses, which include but are not limited to, the costs they incurred paying for a product which was not the one that had been represented to them.

116. Pursuant to Mass. Gen. Laws, Chapter 93A § 9, Plaintiff Bates and the members of the Massachusetts Subclass seek an order enjoining Defendant's unfair and/or deceptive acts or practices, and awarding damages, punitive damages, reasonable attorney's fees, costs, and any other just and proper relief available under Massachusetts law.

FOURTH CAUSE OF ACTION

Violation Of New York General Business Law § 349 (On behalf of Plaintiff Ramirez & the New York Subclass)

117. Plaintiff Ramirez reincorporates and re-alleges each preceding paragraph herein and bring this claim on behalf of the New York Subclass.

118. GBL § 349 prohibits deceptive acts or practices in the conduct of any business,

trade, or commerce.

119. In its sale of goods throughout the State of New York, Defendant conduct business and trade within the meaning and intendment of GBL § 349.

120. Plaintiff Ramirez and the New York Subclass are consumers who purchased products from Defendant for their personal use.

121. By the acts and conduct alleged herein, Defendant has engaged in deceptive, unfair, and misleading acts and practices, which include, without limitation, misrepresenting that the Beyond Meat Products contain the correct amount of protein, as stated on the Product's label. Had Plaintiff Bates and the New York Subclass been apprised of these facts, they would not have purchased the Products.

122. The foregoing deceptive acts and practices were directed at consumers.

123. The foregoing deceptive acts and practices are misleading in a material way because they fundamentally misrepresent the quality of the Products to induce consumers to purchase the same. A reasonable consumer would not have knowingly purchased the Beyond Meat Products if the protein contents had been truthfully advertised, or they would not have paid the price premium associated with high protein products. By reason of this conduct, Defendant engaged in deceptive conduct in violation of GBL § 349.

124. Defendant's actions are the direct, foreseeable, and proximate cause of the damages that Plaintiff Ramirez and the New York Subclass have sustained from having paid for and used Defendant's Beyond Meat Products.

125. As a result of Defendant's violations, Plaintiff Ramirez and the New York Subclass have suffered damages because: (a) they paid a premium price based on Defendant's deceptive conduct; and (b) the Products do not have the characteristics, uses, benefits, or qualities as promised.

126. On behalf of themselves and other members of the New York Subclass, Plaintiff Ramirez seeks to recover their actual damages or fifty dollars, whichever is greater, three times actual damages, and reasonable attorneys' fees.

FIFTH CAUSE OF ACTION

**Violation Of New York General Business Law § 350
(On behalf of Plaintiff Ramirez & the New York Subclass)**

127. Plaintiff Ramirez reincorporates and re-alleges each preceding paragraph herein and bring this claim on behalf of the New York Subclass.

128. GBL § 350 prohibits false advertising in the conduct of any business, trade, or commerce. Pursuant to said statute, false advertising is defined as “advertising, including labeling, of a commodity ... if such advertising is misleading in a material respect.”

129. Based on the foregoing, Defendant has engaged in consumer-oriented conduct that is deceptive or misleading in a material way which constitutes false advertising in violation of GBL § 350.

130. By the acts and conduct alleged herein, Defendant has engaged in deceptive, unfair, and misleading acts and practices, which include, without limitation, misrepresenting that the Beyond Meat Products contain the correct amount of Protein, as stated on the Product’s label. Had Plaintiff Ramirez and the New York Subclass been apprised of these facts, they would have been aware of them and would not have purchased the Products.

131. The foregoing deceptive acts and practices were directed at consumers.

132. Defendant’s false, misleading, and deceptive statements and representations of fact were and are likely to mislead a reasonable consumer acting reasonably under the circumstances.

133. Defendant’s false, misleading, and deceptive statements and representations of fact have resulted in consumer injury or harm to the public interest.

134. Defendant’s actions are the direct, foreseeable, and proximate cause of the damages that Plaintiff Ramirez and the New York Subclass have sustained from having paid for and used Defendant’s Beyond Meat Products.

135. As a result of Defendant’s violations, Plaintiff Ramirez and the New York Subclass have suffered damages because: (a) they paid a premium price based on Defendant’s deceptive conduct; and (b) the Products do not have the characteristics, uses, benefits, or qualities

as promised.

136. On behalf of themselves and other members of the New York Subclass, Plaintiff Ramirez seeks to recover their actual damages or fifty dollars, whichever is greater, three times actual damages, and reasonable attorneys' fees.

SIXTH CAUSE OF ACTION

Breach of Express Warranty Under Illinois, Massachusetts, and New York Law (On Behalf of Plaintiffs and the Illinois, Massachusetts, and New York Subclasses)

137. Plaintiffs bring this count on behalf of themselves and the Illinois, Massachusetts, and New York Subclasses, and repeat and re-allege all previous paragraphs, as if fully included herein.

138. Defendant marketed, sold, and/or distributed the Products, and Plaintiffs, the Illinois, Massachusetts, and New York Subclass Members purchased the Products.

139. This labeling, marketing, and advertising constitute express warranties and became part of the basis of the bargain and are part of the standardized contract between Plaintiffs and the members of the Illinois, Massachusetts, and New York Subclasses and Defendant.

140. Defendant made specific warranties and representations by representing the amount of protein on the front of the Products' label and warranted a corresponding %DV for protein on the back of the Products' label. Plaintiffs' and Class Members relied on these representations and respective amounts made by Defendant at the time of purchase.

141. For all of the Products, Defendant breached the %DV of protein stated on the back of the Products' label because the Products contain a considerably lower percentage of %DV of protein using industry standard testing.

142. For the Products described specifically herein, Defendant breached the warranties for a number of the Products by stating an amount of protein on the front of the Products' labels when the Products contain a protein amount less than the represented amount. Therefore, for those Products, Defendant also breached their warranty by underfilling those Products with less protein than represented.

143. Defendant's conduct breaches the warranties it made to consumers and which Plaintiffs reasonably relied upon at the time of purchase.

144. Plaintiffs and the members of the Illinois, Massachusetts, and New York Subclasses performed all conditions precedent to Defendant's liability under this contract when they purchased the Products.

145. As a direct and proximate result of Defendant's breach of express warranties, and its failure to ensure that the Products conform to Defendant's express representations, Plaintiffs and Illinois, Massachusetts, and New York Subclass Members have been damaged. Plaintiffs and Illinois, Massachusetts, and New York Subclass have suffered damages in that they did not receive the Products in the condition that Defendant warranted. In addition, Plaintiffs and Illinois, Massachusetts, and New York Subclass Members paid a premium for a product that did not conform to the Defendant's warranties.

146. On or about March 17, 2022, Plaintiffs gave notice to Defendant that outlined Defendant's breaches of the express warranty of the Products as described herein.

147. Defendant's counsel responded to Plaintiffs, but ultimately, Defendant failed to take the corrective action requested by Plaintiffs in their correspondence and Plaintiffs were forced to file this action.

SEVENTH CAUSE OF ACTION

Breach of Implied Warranty Under Illinois, Massachusetts, and New York Law (On Behalf of Plaintiffs and the Illinois, Massachusetts, and New York Subclasses)

148. Plaintiffs bring this count on behalf of themselves and the Illinois, Massachusetts, and New York Subclasses, and repeats and re-alleges all previous paragraphs, as if fully included herein.

149. Defendant markets its Product as meat substitutes, which contain the necessary protein to function as such. Defendant is a merchant with respect to these Products, dealing in meat substitutes and holding itself out as having knowledge or skill peculiar to as to meat substitutes and the protein contents therein.

150. In order to pass without objection in the market, the Products must be a meat substitutes which contains quality proteins and comply with the relevant federal labeling standards. Additionally, to be merchantable, the protein contained in the Products must run within the variations permitted by federal regulations and confirm to the promises and affirmations of fact made on the labels of the Product.

151. Defendant sold each of the Products with a corresponding protein content amount and %DV for protein. The implied warranty for each of the Products was that they functioned as a product that contained the amount of represented protein content amount and %DV for protein.

152. Defendant breached the implied warranty of merchantability for all of the Products because they do not contain the %DV for protein. Plaintiffs and Plaintiffs and the Illinois, Massachusetts, and New York Subclasses purchased the Products for the represented protein %DV percentage. When the Products failed to contain the %DV percentage represented on the Products' labels, the Products failed to be of merchantable quality and fit for their ordinary use.

153. As a direct and proximate result of Defendant's breaches of its implied warranties, Plaintiffs and Plaintiffs and the Illinois, Massachusetts, and New York Subclass Members have been damaged. Plaintiffs and Plaintiffs and the Illinois, Massachusetts, and New York Subclass Members have suffered damages in that they did not receive the product they specifically paid for. In addition, Plaintiffs and the Illinois, Massachusetts, and New York Subclass Members paid a premium for a product that was not merchantable for ordinary use.

154. On March 17, 2022, Plaintiffs gave notice to Defendant that outlined Defendant's breaches of the implied warranty of the Products as described herein.

155. Defendant's counsel responded to Plaintiffs, but ultimately, Defendant failed to take the corrective action requested by Plaintiffs in their correspondence and Plaintiffs were forced to file this action.

EIGHTH CAUSE OF ACTION

Violation Of Magnuson-Moss Warranty Act

15 U.S.C. § 2301, *et seq.*

(On Behalf of Plaintiffs and the National Class, or, Alternatively, the Illinois, Massachusetts, and New York Subclasses)

156. Plaintiffs repeat and re-allege all previous paragraphs, as if fully included herein.

157. As previously alleged, this Court has original jurisdiction over this matter based upon the requirements of CAFA; therefore, the Court has alternate jurisdiction over Plaintiffs' Magnuson-Moss claim.

158. The Products are consumer products as defined in 15 U.S.C. § 2301(1).

159. Plaintiffs and Consumer Fraud Multi-State Class members are consumers as defined in 15 U.S.C. § 2301(3) and utilized the Products for personal and household use and not for resale or commercial purposes.

160. Plaintiffs purchased the Products costing more than \$5 and their individual claims are greater than \$25 as required by 15 U.S.C. §§ 2302(e) and 2310(d)(3)(A).

161. Defendant is a supplier and warrantor as defined in 15 U.S.C. §§ 2301(4) and (5).

162. The federal Magnuson-Moss Warranty Act ("MMWA" or "Act"), 15 U.S.C. §§ 2301-2312, is a consumer protection regime designed to supplement state warranty law.

163. The MMWA provides a cause of action for breach of warranty, including the violation of express and implied warranty of merchantability, or other violations of the Act. 15 U.S.C. § 2310(d)(1).

164. The Defendant has the implied warranties of merchantability by failing to provide merchantable goods. The Products at issue are not merchantable or fit for their ordinary purposes because the Products do not contain the represented DV% amount for protein, thus a person seeking an amount of that protein, cannot consume Defendant's Products to consume the amount of stated protein.

165. Therefore, Defendant's Products are not merchantable or fit for their ordinary purposes because the %DV in protein/and or amount of protein is underfilled within the Products because a consumer, and Plaintiffs, are not consuming the amount of stated protein and/or stated

%DV of protein.

166. Defendant violated the express warranty because despite claiming certain amounts of protein content and/or %DV of protein, those amounts are not found within the Products.

167. In its capacity as warrantor, and by the conduct described herein, any attempt by Defendant to limit the warranties in a manner that it does is not permitted by law.

168. By Defendant's conduct as described herein, Defendant has failed to comply with its obligations under its implied promises, warranties, and representations.

169. Plaintiffs and the Consumer Fraud Multi-State Class fulfilled their obligations under the implied warranties and express warranties for the Products.

170. As a result of Defendant's breach of warranties, Plaintiffs and the Consumer Fraud Multi-State Class are entitled to revoke their acceptance of the Products, obtain damages, punitive damages, equitable relief, and attorneys' fees and costs pursuant to 15 U.S.C. § 2301.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of a Class of all others similarly situated, seek a judgment against Defendant, as follows:

- a. For an order certifying the Class under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiffs as Class representatives and Plaintiffs' attorneys as Class Counsel;
- b. For an order declaring that Defendant's conduct violates the statutes referenced herein;
- c. For an order finding in favor of Plaintiffs and the Classes on all counts asserted herein;
- d. For compensatory, statutory, and punitive damages, as applicable, in amounts to be determined by the Court and/or jury;
- e. For prejudgment interest on all amounts awarded;
- f. For an order of restitution and all other forms of equitable monetary relief;

- g. For injunctive relief as pleaded or as the Court may deem proper; and
- h. For an order awarding Plaintiffs and the Classes and Subclass their reasonable attorneys' fees, expenses and costs incurred in bringing this lawsuit.

JURY TRIAL DEMANDED

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

Dated: July 22, 2022

s/ Gary M. Klinger

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**Admitted to General Bar*

***Pro hac vice forthcoming*