

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

SHELBY CROW, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

TOPCO ASSOCIATES, LLC and GREAT
LAKES CHEESE CO. INC.,

Defendants.

Civil Action No.

**CLASS ACTION COMPLAINT AND
COMPLAINT FOR DAMAGES**

Jury Trial Demanded

CLASS ACTION COMPLAINT

Plaintiff Shelby Crow (“Plaintiff”) brings this Class Action Complaint against Defendants Topco Associates, LLC (“Topco”) and Great Lakes Cheese Co. Inc. (“Great Lakes”)(“collectively, “Defendants”), individually and on behalf of all others similarly situated, and complains and alleges upon personal knowledge as to her own acts and experiences and, as to all other matters, upon information and belief, including investigation conducted by Plaintiff’s attorneys:

NATURE OF THE ACTION

1. This is a consumer class action lawsuit for violations of the Illinois Consumer Fraud and Deceptive Practices Act (“ICFA”), state consumer protection laws and breach of implied warranties brought by Plaintiff on behalf of all consumers who purchased Defendants’ Shredded Cheese products for personal or household use including but not limited to the following products:

- Always Save Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Borden Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Borden Thick Cut Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Brookshire’s Finely Shredded Low-Moisture Part-Skim Mozzarella Cheese;

- Brookshire's Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Brookshire's Thick Cut Low-Moisture Part-Skim Mozzarella Cheese;
- Cache Valley Creamery Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Chestnut Hill Fancy Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Coburn Farms Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Econo Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Food Club Finely Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Food Club Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Food Lion Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Gold Rush Creamery Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Good & Gather Fine Cut Low-Moisture Part-Skim Mozzarella Cheese;
- Good & Gather Classic Low-Moisture Part-Skim Mozzarella Cheese;
- Great Lakes Cheese Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Great Lakes Cheese Finely Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Happy Farms by Aldi Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- H-E-B Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- H-E-B Thick Low-Moisture Part-Skim Mozzarella Cheese;
- H-E-B Shredded/Fancy Finamente Rallado Low-Moisture Part-Skim Mozzarella Cheese;
- Hill Country Fare Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Know & Love Fine Cut Low-Moisture Part-Skim Mozzarella Cheese;
- Know & Love Classic Cut Low-Moisture Part-Skim Mozzarella Cheese;
- Know & Love Thick Cut Low-Moisture Part-Skim Mozzarella Cheese;
- Laura Lynn Finely Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Laura Lynn Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Laura Lynn Thick Cut Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Lucerne Dairy Farms Finely Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Lucerne Dairy Farms Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Lucerne Dairy Farms Rustic Cut Low-Moisture Part-Skim Mozzarella Cheese;
- Nu Farm Fancy Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Publix Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Schuck's Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Simply Go Classic Cut Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Simply Go Rustic Cut Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Sprouts Farmers Market Finely Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Sprouts Farmers Market Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Stater Bros. Markets Finely Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Stater Bros. Markets Shredded Low-Moisture Part-Skim Mozzarella Cheese;
- Sunnyside Farms Shredded Low-Moisture Part-Skim Mozzarella Cheese;

Shredded Italian-Style Cheese

- Happy Farms by Aldi Italian-Style Shredded Cheese;
- Brookshire's Italian 6 Cheese Finely Shredded;
- Cache Valley Creamery Six Cheese Italian Finely Shredded;

- Coburn Farms Italian Style Finely Shredded;
- Great Value Italian Style Finely Shredded;
- Know & Love Italian Style Fine Cut;
- Laura Lynn Italian Blend Finely Shredded;
- Publix Italian Six Cheese Blend Fancy Shredded;
- Simply Go Italian Style Six Cheese Blend Fine Cut Shredded;
- Food Club Finely Shredded Pizza Style Four Cheese Blend;
- Econo Pizza Shredded;
- Food Club Pizza Style Two Cheese Blend Finely Shredded;
- Food Club Pizza Style Two Cheese Blend Shredded;
- Gold Rush Creamery Pizza Blend Shredded;
- Great Value Pizza Blend Shredded;
- Laura Lynn Pizza Blend Finely Shredded;
- Simply Go Pizza Blend Two Cheese Mix Classic Cut Shredded;
- Freedom's Choice Pizza Blend Fine-Cut;
- Good & Gather Mozzarella & Provolone Classic;
- Great Lakes Cheese Mozzarella & Provolone Shredded;
- Great Value Provolone & Mozzarella Blend Shredded;
- Mozzarella and Parmesan Shredded Cheese Blend;
- Good & Gather Mozzarella & Parmesan Shredded Cheese Blend

2. This action seeks to remedy the deceptive and misleading practices of Defendants with respect to the manufacturing, marketing and sale of Defendants' Products throughout the state of Illinois and throughout the country.

3. Defendants have improperly, deceptively, and misleadingly labeled and marketed its Products to reasonable consumers, like Plaintiff, by omitting and not disclosing to consumers on its packaging that the Products may contain metal.

4. The Products contain pieces of metal from the manufacturing process. This is egregious, especially for food products that are meant to be safe for consumption.

5. Defendants specifically list the ingredients in the Products on the labeling; however, fail to disclose that the Products contain, or are at risk of containing, metal. Defendants also promised "100% satisfaction, 100% of the time, guaranteed" and claim that its Products are all "high quality" made with "safe ingredients and reliable materials from approved suppliers",

promising when they are in fact not.

6. Defendants' packaging, labeling, and advertising are intended to give consumers the reasonable belief that they are buying a premium product that will not contain harmful substances such as pieces of metal.

7. Metal can be a serious risk when it makes its way into foods and is consumed with food.

8. Insofar as metal made its way into Defendants' Products on purpose, it should have been listed on the labeling. Insofar as it made its way into the Products by accident, it follows that it was due to poor manufacturing processes by either Defendant and/or their agents. Defendant Great Lakes has issued a recall for the Products as a result indicating that there is a significant problem with the Products.¹

9. Consumers like Plaintiff trust manufacturers such as Defendants to sell products that are safe and free from harmful metal pieces.

10. Unfortunately for consumers, like Plaintiff, the food products they purchased contain or are at risk of containing metal.

11. Defendants omitted telling consumers about the metals on the label of the Products (i.e. at the point of purchase), leading a reasonable consumer to believe they are not purchasing a Product with metal or at risk of containing metal. A reasonable consumer viewing Defendants' labels on the Products would reasonably believe they are purchasing a Product that is safe to consume and does not contain metal. Reasonable consumers expect the packaging to accurately disclose harmful substances that are likely to be in the Products on the Products' labeling.

12. Defendants have engaged in unfair and/or deceptive business practices by

¹ <https://accessdata.fda/scripts/ires/?Event=97827> (last accessed Jan. 6, 2026).

intentionally misrepresenting the safety quality of the Products' and by failing to follow federal regulations that set forth the appropriate care and methodologies for maintaining and determining product safety. Defendant has been unjustly enriched as a result of these and related practices.

13. Plaintiff and members of the Proposed Class were injured by Defendant's false, fraudulent, unfair, deceptive, and misleading practices. Accordingly, Plaintiff seeks compensatory damages and equitable remedies for themselves(s) and members of the Proposed Class.

JURISDICTION AND VENUE

14. This Court has personal jurisdiction over Defendants because Defendants purposefully availed themselves of the Illinois consumer market and place their shredded cheese 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 Products every day. Defendant Topco's headquarters and principal address is in Illinois.

15. 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. Plaintiff alleges 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.

16. The Court also has specific jurisdiction over Defendants as they have purposefully directed activities towards the State of Illinois, Plaintiff's claims arise out of those activities, and it is reasonable for Defendants to defend this lawsuit because they have sold the allegedly

deceptively advertised Products to members of the Class in Illinois. By distributing and selling the Products in Illinois, Defendants have intentionally and expressly aimed conduct at Illinois which caused harm to the Class that Defendants know is likely to be suffered by residents of Illinois.

17. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because 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 Defendants conduct business in this District.

PARTIES

18. Defendant, Topco Associates, LLC, is a privately held Delaware Limited Liability Company with its principal address and headquarters in Elk Grove Village, Illinois, and is registered as a foreign company in the State of Illinois. Topco is a \$15 billion company that provides aggregation, innovation and knowledge management solutions” for its customers, including grocery retailers, wholesalers and food service companies.²

19. Defendant, Great Lakes Cheese Co. Inc. is a privately owned Ohio Corporation with its headquarters in Hiram, Ohio, spanning six states, that primarily manufactures (or co-manufactures) and packages cheese products, servicing food grocers throughout the country.

20. Plaintiff Shelby Crow purchased Defendants’ Products multiple times at a Brookshire’s grocery store located near her residence in Winnsboro, Texas, and on average at least twice per month. Plaintiff Crow’s most recent purchase of Defendants’ Products was of approximately 20 bags of “Brookshires Shredded Mozzarella Low Moisture Cheese – 8 oz” sometime between November 7 and November 14, 2025. Plaintiff Crow paid approximately \$3.89

² <https://topco.com/Who-we-Are/About> (last accessed Jan. 6, 2026).

per bag/Product. When purchasing the Product, Plaintiff did not expect the Products to have a risk of containing metal.

21. Plaintiff saw and relied on the lack of disclosure related to the presence of metal when she purchased it. Plaintiff would not have purchased the Products, or would have paid less for the Products, had she known that the Products contained metal and/or were at risk of containing metal. As a result, Plaintiff suffered injury in fact when she spent money to purchase the Products she would not have purchased, or would have paid less for, absent Defendants' misconduct.

22. Plaintiff desires to purchase the Products again if the label of the Products as accurate and if the Products truthfully contained no metal. However, as a result of Defendants' ongoing material omissions and misrepresentations, Plaintiff is unable to rely on the Products' labeling when deciding in the future whether to purchase the Products. Considering the fact that the Plaintiff continues to see the Products for sale, she is at an imminent risk of future injury.

FACTUAL ALLEGATIONS

A. The Labels Do Not Mention Metal.

23. The labels for each of the Products fail to state that the Products contain metal thereby misleading reasonable consumers into believing that the Products are free from metal.

The Products do in fact contain metal. Below is an example of a label for the Products:



24. On the back of the label, the ingredients list contains no mention of metal, instead it is labeled “Natural Cheese” and promises “100% satisfaction, 100% of the time, guaranteed!”:



B. The Products Contain Metal.

- 25. Defendants’ Products contain or are likely to contain metal.
- 26. The metal in the Products, if consumed orally or eaten, represents a safety hazard to consumers.
- 27. Ingesting metal fragments can cause injury to the consumer.³ These injuries may include dental damage, laceration of the mouth/throat, or laceration or perforation of the intestine.⁴
- 28. The FDA states that food products that contain any “foreign objects” like metal are considered to be unlawful under 21 U.S.C. 342.

C. The Recall.

- 29. On October 3, 2025, Great Lakes initiated a voluntary recall of The Products due

³ <https://www.fda.gov/files/food/published/Fish-and-Fishery-Products-Hazards-and-Controls-Guidance-Chapter-20--Metal-Inclusion-Download.pdf>

⁴ Id.

to the potential presence of metal fragments but did not publish or otherwise provide public notice of the recall.

30. On December 1, 2025, the FDA designated the voluntary recall as a Class II recall, defined as a product that "may cause temporary or medically reversible adverse health consequences or where the probability of serious adverse health consequences is remote."

D. Reasonable Consumers Are Deceived and Suffered Economic Injury

31. Consumers, like Plaintiff, relied on Defendants' lack of disclosures regarding metal when purchasing the Products. The lack of disclosure of metal in the labels of the Products is material to reasonable consumers.

32. Consumers lack the meaningful ability to test or independently ascertain or verify whether a product contains unsafe substances, such as metal, especially at the point of sale, and therefore must and do rely on defendant to truthfully and honestly report what the Products contain or are at risk of containing on the Product's packaging and labels.

33. The Products' packaging does not identify metal, metal is not listed on the labeling, and there is no warning about the inclusion, or even potential inclusion, of metal in the Products. This leads reasonable consumer to believe the Products do not contain and are not at risk of containing dangerous substances in food like metal.

34. Consumers, like Plaintiff, want to know if a product they eat contains substances which are hazardous to their health. Defendants' nondisclosure of the presence of metal in the Products is material because reasonable consumers would deem the presence of metal in the Products to be important in determining whether to purchase Defendants' Products. Defendants have exclusive knowledge that they add metal to the Products. The fact that Defendants' Products contain metals is not reasonable accessible to Plaintiff and consumers. Consumers, like Plaintiff,

trust that the food products they purchase do not contain metals which have been intentionally or negligently added to the products. Defendants have a duty to disclose the presence of metals in the Products because the fact is known to Defendants (they added the metals), and the failure to disclose the metals in the Products is misleading. The high levels of dangerous substances such as the metal in the Products implicates a health concern that is important to reasonable consumers when deciding to purchase Defendants' Products. Defendants have actively concealed the high levels of metals in the Products from Plaintiff and putative class members.

35. A failure to disclose a fact constitutes actionable conduct if the omission goes to the central function of the product. Here, the Products' central function is for people to safely consume the Products. Food products which contain harmful metals do not serve their central function. Reasonable consumers, like Plaintiff, would deem it important in determining whether to purchase the Products because Plaintiff would not have purchased the Products had Plaintiff known that metals were in the Products. That is, the omission of the metal content of the Products was material because a reasonable consumer would deem it important in determining how to act in the transaction at issue.

36. A failure to disclose a fact constitutes actionable conduct if the omission causes an unreasonable safety hazard. Here, it is not reasonable to sell a product that consumers eat with metals. As explained above, metals are a safety hazard because they are unsafe to consume.

37. Defendants also made partial representations that the products are safe, including all "high quality" made with "safe ingredients and reliable materials from approved suppliers", promising they were "high quality", "natural" and made with "safe ingredients and reliable materials from approved suppliers" which create the net-impression that the Products did not contain potentially harmful ingredients like metal. These partial disclosures are misleading

because the metal content of the Products was not disclosed.

38. Plaintiff and the putative class members suffered economic injury as a result of Defendants' actions. Plaintiff and putative class members spent money that, absent Defendants' actions, they would not have spent.

39. Plaintiff and putative class members are entitled to damages and restitution for the purchase price of the Products and/or the price premium associated with the deceptive statements on the Products. Consumers, including Plaintiff, would not have purchased Defendants' Products, or would have paid less for the Products, if they had known the Products contain metal in direct contradiction to the label.

E. No Adequate Remedy At Law.

40. Plaintiff and members of the class are entitled to equitable relief as no adequate remedy at law exists. The statutes of limitations for the causes of action pled herein vary. Class members who purchased the Products more than three years prior to the filing of the complaint will be barred from recovery if equitable relief were not permitted under the ICFA.

41. A primary litigation objective in this litigation is to obtain injunctive relief in the form of a warning label or a change to the manufacturing process to ensure that metal is not in the Products. Injunctive relief is appropriate on behalf of Plaintiff and members of the class because Defendant continues to misrepresent the Products as not containing metal when the Products actually contain metal or are at risk of containing metal. Injunctive relief is necessary to prevent Defendant from continuing to engage in the unfair, fraudulent, and/or unlawful conduct described herein and to prevent future harm—none of which can be achieved through available legal remedies (such as monetary damages to compensate past harm). Further, public injunction is available under the ICFA, and damages will not adequately benefit the general public in a

manner equivalent to an injunction.

CLASS ACTION ALLEGATIONS

42. Plaintiff 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 Classes:

Nationwide Class: All persons or entities that purchased one or more of the Products for personal consumption and not for resale in the United States (represented by all Plaintiff).

Consumer Protection Multi-State Class: All persons that purchased one or more of the Products for personal consumption and not for resale in the states of California, Florida, Illinois, Massachusetts, Michigan, Minnesota, Missouri, New Jersey, New York, Texas, and Washington within the applicable limitations period.⁵

Texas Class: All persons that purchased one or more of the Products for personal consumption in the state of Texas (represented by Plaintiff).

43. The Nationwide Class, Consumer Protection Multi-State Class, and the Texas Classes are collectively referred to herein as the “Class” or “Classes.” Members of the Classes described are referred to as “Class Members” or members of the “Class” or “Classes.”

44. 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) the legal representatives,

⁵ The states in the Consumer Protection Multi-State Class are limited to those states with similar consumer fraud laws under the facts of this case. While discovery may alter the following, Plaintiff asserts that the other states with similar consumer fraud laws under the facts of this case include, but are not limited to: 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, 350 *et seq.*); and Washington (Wash. Rev. Code § 19.86.010, *et seq.*); *see also Benson v. Newell Brands, Inc.*, No. 19 Civ. 6836, 2021 WL 5321510, *9-10 (N.D. Ill. Nov. 16, 2021) (certifying a similar multi-state consumer protection class).

successors, and assigns of any such excluded persons.

45. Plaintiff reserves the right to amend or otherwise alter the class definition presented to the Court at the appropriate time, or to propose or eliminate subclasses, in response to facts learned through discovery, legal arguments advanced by Defendant, or otherwise.

46. Certification of Plaintiff's claims for class-wide treatment is appropriate because Plaintiff 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.

47. **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. Upon 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 Plaintiff 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.

48. **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 Defendants are responsible for the conduct alleged herein which as uniformly directed at all consumers who purchased the Products;
- b. Whether Defendants' misconduct set forth in this Complaint demonstrates that Defendants engaged in unfair, fraudulent, or unlawful business practices with respect to the advertising, marketing, and sale of the Products;
- c. Whether Defendants knowingly made misleading statements in connection with consumer transactions that reasonable consumers were likely to rely upon to their detriment;

- d. Whether Defendants made misrepresentations concerning the Products that were likely to deceive the public (i.e. material omissions);
- e. Whether Plaintiff and the Class Members did not receive the benefit of their bargain when purchasing the Products;
- f. Whether the Plaintiff and the Class Members suffered and are entitled to monetary damages and/or restitution, and, if so, what is the measure of those damages;
- g. Whether Plaintiff and the Class Members are entitled to injunctive or other equitable relief, and if so, the nature of such relief.

49. Defendants engaged in a common course of conduct giving rise to the legal rights sought to be enforced by Plaintiff, 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.

50. **Typicality – Federal Rule of Civil Procedure 23(a)(3).** Plaintiff's claims are typical of the claims of the other Class Members, as each class member was subject to the same deceptive, misleading conduct and omission of material fact and misrepresentations regarding the Products' and purchased the Products. Plaintiff share the aforementioned facts and legal claims or questions with Class Members, and Plaintiff and all Class Members have been similarly affected by Defendants' common course of conduct alleged herein. Plaintiff and all Class Members sustained monetary and economic injuries.

51. **Adequacy of Representation – Federal Rule of Civil Procedure 23(a)(4).** Plaintiff is an adequate representative of the Classes because she is a member of the Classes and her interests do not conflict with the interests of the Class Members she seeks to represent. Plaintiff has a strong interest in vindicating the rights of the class and has retained counsel competent and experienced in complex commercial and class action litigation. Plaintiff and her 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 Plaintiff and her counsel.

52. 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 Defendants. Accordingly, the proposed Classes satisfy the requirements of Fed. R. Civ. P. 23(b)(1).

53. Declaratory and Injunctive Relief – Federal Rule of Civil Procedure 23(b)(2).

Defendants have acted or refused to act on grounds generally applicable to Plaintiff and all Class Members, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to the Classes as a whole.

54. 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 Plaintiff and the Class Members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendants, so it would be impracticable for Class Members to individually seek redress for Defendants' 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
Breach of Express Warranty

(On behalf of the Nationwide Class or, in the Alternative, the Texas Class)

55. Plaintiff repeats and re-alleges all previous paragraphs, as if fully included herein.

56. Defendants marketed, sold, and/or distributed the Products, and Plaintiff and the Class Members purchased the Products.

57. The terms of the contract include the promises and affirmations of fact made by Defendant on the Products' packaging and through marketing and advertising, as described above.

58. 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 Plaintiff and the members of the Class and Defendants.

59. As detailed above, Defendants made specific warranties and representations on the Products' label promising "100% satisfaction, 100% of the time, guaranteed" and claimed on its website that its Products are all "high quality" made with "safe ingredients and reliable materials from approved suppliers".

60. Defendants made these express warranties regarding the Products' quality, ingredients, and fitness for consumption in writing through its website, advertisements, and marketing materials and on the Products' packaging and labels. These express warranties became part of the basis of the bargain that Plaintiff and the Class entered into upon purchasing the Products.

61. Defendants' advertisements, warranties, and representations were made in

connection with the sale of the Products to Plaintiff and the Class. Plaintiff and the Class relied on Defendants' advertisements, warranties, and representations regarding the Products in deciding whether to purchase the Products.

62. The Products do not conform to Defendants' advertisements, warranties and representations in that they include and contain metal.

63. Defendants were on notice of this breach as they were aware of the presence of metal in the Products.

64. Privity exists because Defendants expressly warranted to Plaintiff and the Class through the warranting, packaging, advertising, marketing, and labeling that the Products are made with all-natural ingredients, are not made with artificial ingredients, are made with "safe ingredients". As alleged herein, the marketing of the Products was uniform, and was controlled and disseminated directly by Defendants. Nonetheless, privity is not required here because Plaintiff and each of the other Class Members are intended third-party beneficiaries of sales contracts between Defendants and their retailers and/or distributors. The retailers and/or distributors were not intended to be the ultimate consumers of the Products.

65. Plaintiff and the members of the Class performed all conditions precedent to Defendants' liability under this contract when they purchased the Products.

66. As a direct and proximate result of Defendants' breaches of their express warranties and their failure to conform to the Products' express representations, Plaintiff and Class Members have been damaged. Plaintiff and Class Members have suffered damages in that they did not receive the Products they specifically paid for and that Defendants warranted it to be. In addition, Plaintiff and Class Members paid a premium for a product that did not conform to the Defendants' warranties.

67. Plaintiff and the Class seek actual damages, injunctive and declaratory relief, attorneys' fees, costs, and any other just and appropriate relief for Defendants' failure to deliver goods conforming to its express warranties and resulting breach.

SECOND CAUSE OF ACTION

Breach of Implied Warranty

(On behalf of the Nationwide Class or, in the Alternative, the Texas Class)

68. Plaintiff repeats and re-alleges all previous paragraphs, as if fully included herein.

69. At all times mentioned herein, Defendants manufactured or supplied the Products, and prior to the time the Products were purchased by Plaintiff and members of the Class, Defendants' impliedly warranted to them that the Products were of merchantable quality, fit for their ordinary use. Defendants breached the implied warranties of merchantability by failing to provide merchantable goods because the Products contained or were at risk of containing metal, and therefore Plaintiff is unable to consume the Products without risking serious injury. Therefore, the Products are not merchantable or fit for their ordinary purposes.

70. Defendants knew or had reason to know of the specific use for which their Products were purchased.

71. Defendants, through the acts and omissions set forth herein, in the sale, marketing and promotion of the Products made implied representations to Plaintiff and the Class that the Products were fit for the particular purpose of use: that people can safely consume the Products and that the Products are healthy for eating. However, the Products are hazardous to consume and are not healthy.

72. At the time the Products were sold, Defendants knew or should have known that Plaintiff and the members of the Class would rely on Defendants' skill and judgment regarding the safety and consumption of the Products. Because the Products contain metal they are not of

the same quality as those generally accepted in the trade and were not fit for the ordinary purposes for which the Products are used (i.e. to be eaten).

73. Not only did the Products contain metal, but they also failed to conform to Defendants' promise that the Products were "natural" and made "with safe ingredients". Plaintiff and the members of the Class relied on Defendants' labels, promises, and affirmations of fact when they purchased the Products.

74. Defendants breached their implied warranties by selling Products that failed to conform to the promises or affirmations of fact made on the label as the Products contained metal, were not "natural" and were not made with "safe ingredients".

75. Defendants were on notice of this breach, as they aware of that the Products contain, or may contain, metal, are not "natural" and are not made with "safe ingredients".

76. Privity exists because Defendants impliedly warranted to Plaintiff and the other members of the Class through the warranting, packaging, advertising, marketing, and labeling that the Products are made with natural and safe ingredients, and did not contain metal. As alleged herein, the marketing of the Products was uniform, and was controlled and disseminated directly by Defendants. Nonetheless, privity is not required here because Plaintiff and each of the other Class Members are intended third-party beneficiaries of sales contracts between Beyond Meat and its retailers and/or distributors. The retailers and/or distributors were not intended to be the ultimate consumers of the Products.

77. As a direct and proximate result of Defendants' conduct, Plaintiff and the other members of the Class have suffered actual damages in that they have purchased a Product that is worth less than the price they paid and that they would not have purchased at all had they known of the true nature and quantity of and ingredients in the Products that do not conform to the

Products' labels, packaging, advertising, and statements.

78. Plaintiff and the Class seek actual damages, injunctive and declaratory relief, attorneys' fees, costs, and any other just and proper relief for Defendants' failure to deliver goods conforming to their implied warranties and resulting breach.

THIRD CAUSE OF ACTION

Unjust Enrichment

(On behalf of the Nationwide Class or, in the Alternative, the Texas Class)

79. Plaintiff repeats and re-alleges all previous paragraphs, as if fully included herein.

80. Plaintiff conferred benefits on Defendants by purchasing the Products at a premium price.

81. Defendants have knowledge of their receipt of such benefits.

82. Defendants have been unjustly enriched in retaining the revenues derived from Plaintiff and Class Members' purchases of the Products.

83. Defendants' retention of these monies under these circumstances is unjust and inequitable because Defendants falsely and misleadingly represented that Products were made from natural and safe ingredients, when that was not true.

84. Defendants' misrepresentations have injured Plaintiff and Class Members because they would not have purchased (or paid a price premium) for the Products had they known the true facts regarding the Products' ingredients and contents.

85. Because Defendants' retention of the non-gratuitous benefits conferred on them by Plaintiff and the other members of the Nationwide Class is unjust and inequitable, Defendants must pay restitution to Plaintiff and the other members of the Nationwide Class for their unjust enrichment, as ordered by the Court.]

FOURTH CAUSE OF ACTION

**Violations of the State Consumer Protection Acts
(On Behalf of the Multi-State Consumer Protection Class)**

86. Plaintiff repeats and re-alleges all previous paragraphs, as if fully included herein.

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

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

89. Defendants engaged in unfair and/or deceptive conduct, including but not limited to knowingly and/or intentionally representing that the Products have characteristics, ingredients, uses, benefits, or quantities which they do not have.

90. Defendants intended that Plaintiffs and each of the other Members of the Consumer Protection 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.

91. As a result of Defendants' use or employment of unfair or deceptive acts or business practices, Plaintiff and each of the other Members of the Consumer Protection Multi-State Class have sustained damages in an amount to be proven at trial.

FIFTH CAUSE OF ACTION

**Violations of Texas's Deceptive Trade Practices-Consumer Protection Act, Tex. Bus. &
Com. Code Ann. § 17.01, et seq.
(On Behalf of the Texas Class)**

92. Plaintiff repeats and re-alleges all previous paragraphs, as if fully included herein.

93. The Products are “goods,” as that term is defined in Texas Business & Commerce Code Ann. § 17.45(1).

94. Defendant is a “person” as that term is defined in Texas Business & Commerce Code Ann. § 17.45(3).

95. The Texas Deceptive Trade Practices Act prohibits any “false, misleading, or deceptive acts or practices.” Tex. Bus. & Com. Code Ann. §17.46.

96. Defendants’ conduct alleged herein violated the following provisions of the Texas Deceptive Trade Practices Act (“DTPA”):

- a Texas Business & Commerce Code Ann. section 17.46(b)(5), by knowingly and/or intentionally representing that the Products have characteristics, ingredients, uses, benefits, or quantities which they do not have;
- b Texas Business & Commerce Code Ann. section 17.46(b)(7), by knowingly and/or intentionally representing that the Products are of a particular standard, quality, or grade, or that goods are of a particular style or model, when they were of another;
- c Texas Business & Commerce Code Ann. section 17.46(b)(9), by knowingly and/or intentionally advertising the Products with intent not to sell them as advertised; and
- d Texas Business & Commerce Code Ann. section 17.46 (b)(24), by knowingly and/or intentionally failing to disclose information concerning the Products which was known at the time of the transaction where such failure to disclose such information was intended to induce Plaintiff and the Class into a transaction into which they would not have entered had the information been disclosed.

97. Plaintiff and the Texas Class relied on these false, misleading, and deceptive acts and practices to their detriment, and that harm will continue unless Defendants are enjoined from using the misleading marketing described herein in any manner in connection with the advertising and sale of the Products.

98. In accordance with DTPA section 17.50(b)(2), Plaintiff and the Texas Class seek

an order enjoining Defendants from continuing to conduct business through false, misleading, and deceptive acts and practices. Defendants' conduct is ongoing and continuing, such that prospective injunctive relief is necessary.

99. In accordance with DTPA section 17.50(b)(3), Plaintiff and the Texas Class also seek an order for the restitution of all monies from the sale the Products, which were unjustly acquired through false, misleading, and deceptive acts and practices.

100. In accordance with DTPA section 17.50(b)(4), Plaintiff and the Texas Class also seek any other relief which the Court deems proper.

101. In accordance with DTPA section 17.50(d), Plaintiff and the Texas Class also seek an award of attorneys' fees.

RELIEF DEMANDED

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

- a. For an order certifying the Class under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiff as Class representative and Plaintiff's attorneys as Class Counsel;
- b. For an order declaring that Defendants' conduct violates the statutes referenced herein;
- c. For an order finding in favor of Plaintiff 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 Plaintiff and the Classes their reasonable attorneys' fees, expenses and costs incurred in bringing this lawsuit.

JURY TRIAL DEMANDED

Plaintiff demands a trial by jury on all claims so triable.

Date: January 14, 2026

Respectfully submitted,

By: /s/ Russell Busch _____

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