

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
EASTERN DIVISION**

RICHARD D. GARCIA, ERICA NICHOLS)	
COOK, JENNIFER SPEER, on behalf of)	
themselves and all others similarly situated,)	
)	
Plaintiffs,)	No.
)	
v.)	JURY TRIAL DEMANDED
)	
BEYOND MEAT, INC.,)	
)	
Defendant.)	

CLASS ACTION COMPLAINT

Plaintiffs Richard D. Garcia, Erica Nichols Cook, and Jennifer Speer (“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 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 (“Beyond Meat Products” or the “Products”).

2. Amidst the growing consumer demand for 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 protein found in its products, 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 equivalent nutritional benefits to that found in 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 Defendants 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 Richard D. Garcia is a resident of Denver, Colorado and citizen of the United States. Plaintiff purchased Beyond Meatballs, among other Beyond Meat products, in Denver, Colorado several times in 2022, and was deceived by Defendant's acts as set forth herein. Plaintiff relied upon the representations regarding the %DV of the Products. Plaintiff also purchased the Products because of the claim on the label that the Products contain the stated amount of protein on the front of the Products' labels. Although the Products were more expensive than other choices he viewed, Plaintiff chose to pay the premium price based upon Beyond Meat's representations. All of the representations made by Beyond Meat regarding the product purchased by Plaintiff 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 Products. As a result, Plaintiff did not receive the benefit of bargain or suffered an out-of-pocket loss.

9. Plaintiff Erica Nichols Cooks is a resident of Des Moines, Iowa and citizen of the United States. Plaintiff purchased Beyond Ground Beef and Beyond Sausage, among other Beyond Meat products, at Target, Hy-Vee, and Walgreens stores in Iowa several times in 2022, and was deceived by Defendant's acts as set forth herein. Plaintiff also purchased the Products because of the claim on the label that the Products contain the stated amount of protein on the front of the Products' labels. Although the Products were more expensive than other choices she viewed, Plaintiff chose to pay the premium price based upon Beyond Meat's representations. All of the representations made by Beyond Meat regarding the product purchased by Plaintiff 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 Products. As a result, Plaintiff did not receive the benefit of bargain or suffered an out-of-pocket loss.

10. Plaintiff Jennifer Speer is a resident of Pensacola, Florida and citizen of the United States. Plaintiff purchased Beyond Ground Beef, among other Beyond Meat products, at Winn-Dixie, Publix, Walmart, and Thrive Market stores in Florida several times in 2022 and was deceived by Defendant's acts as set forth herein. Plaintiff also purchased the Products because of the claim on the label that the Products contain the stated amount of protein on the front of the Products' labels. Although the Products were more expensive than other choices she viewed, Plaintiff chose to pay the premium price based upon Beyond Meat's representations. All of the representations made by Beyond Meat regarding the product purchased by Plaintiff 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 Products. As a result, Plaintiff did not receive the benefit of bargain or suffered an out-of-pocket loss.

11. 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 California.

JURISDICTION AND VENUE

12. This Court has personal jurisdiction over Defendant because Defendant purposefully availed itself of the Iowa consumer market and distributes Beyond Meat Products to nearly two dozen locations within this District and throughout Iowa, where the Product is purchased by consumers every day.

13. 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.

14. 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.

FACTS

A. Background

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

16. As of December 2021, Beyond Meat had products available at approximately 130,000 retail and foodservice outlets in over 90 countries worldwide. In the United States, Beyond Meat Products are available for purchase at 32,000 retail stores and 47,000 restaurants. 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.

17. 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.

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