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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

RETAIL WHOLESALE  
DEPARTMENT STORE UNION  
LOCAL 338 RETIREMENT FUND, on  
behalf of itself and all others similarly  
situated,

Plaintiff,

v.

BEYOND MEAT, INC., ETHAN  
WALDEN BROWN, MARK J.  
NELSON, and PHILLIP E. HARDIN,

Defendants.

Case No. 23-cv-3602

**COMPLAINT FOR VIOLATIONS  
OF THE FEDERAL SECURITIES  
LAWS**

CLASS ACTION

JURY TRIAL DEMANDED

1 Plaintiff Retail Wholesale Department Store Union Local 338 Retirement  
2 Fund (“Plaintiff”), by and through its counsel, alleges the following upon  
3 information and belief, except as to those allegations concerning Plaintiff, which are  
4 alleged upon personal knowledge. Plaintiff’s information and belief is based upon,  
5 *inter alia*, counsel’s investigation, which includes review and analysis of: (i) Beyond  
6 Meat, Inc.’s (“Beyond Meat” or the “Company”) regulatory filings with the United  
7 States Securities and Exchange Commission (“SEC”); (ii) press releases and media  
8 reports issued and disseminated by the Company; (iii) analyst and media reports  
9 concerning Beyond Meat; and (iv) other public information regarding the Company,  
10 including statements made by Beyond Meat executives.

11 **I. INTRODUCTION**

12 1. This securities class action is brought on behalf of purchasers of  
13 Beyond Meat common stock between May 5, 2020 and October 13, 2022, inclusive  
14 (the “Class Period”). The claims asserted herein are alleged against Beyond Meat,  
15 Ethan Walden Brown, Mark J. Nelson, and Phillip E. Hardin (collectively,  
16 “Defendants”) and arise under Sections 10(b) and 20(a) of the Securities Exchange  
17 Act of 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder.

18 2. Beyond Meat is a Los Angeles-based producer of plant-based meat  
19 substitutes. This matter arises from Defendants’ material misrepresentations and  
20 omissions concerning the Company’s ability to produce plant-based meats at scale  
21 to the specifications of its key customers, who the Company refers to as “partners.”

22 3. Throughout the Class Period, Beyond Meat misled investors by  
23 boasting about the success of its product tests with its large-scale partnerships,  
24 including prominent food retailers like McDonalds, Starbucks, KFC, Pizza Hut, and  
25 Taco Bell. Beyond Meat assured investors and partners that it would “ensure  
26 manufacturability” through “extensive testing,” and that it was capable of  
27 manufacturing the unique plant-based meat products at commercial scale. Further,  
28

1 Beyond Meat blamed any delays in launching these large-scale partnerships on  
2 Covid-19.

3 4. Certain Beyond Meat executives profited enormously from the scheme  
4 described herein by selling hundreds of thousands of shares of their personally held  
5 Company stock at artificially inflated prices during the Class Period. For instance,  
6 Defendant Nelson sold 440,000 shares of Beyond Meat stock during the Class Period  
7 for over \$58.3 million in proceeds.

8 5. The truth began to emerge on October 22, 2021, when Beyond Meat  
9 announced that the Company was reducing its third quarter net revenues outlook by  
10 up to \$34 million, or 25%. As part of the announcement, Beyond Meat also revealed  
11 that the Company's expenses and inventories were continuing to rise. As a result of  
12 these disclosures, the price of Beyond Meat stock declined by \$12.82 per share, or  
13 nearly 12%, from \$108.62 per share to \$95.80 per share.

14 6. Then, on November 10, 2021, Beyond Meat announced a \$1.8 million  
15 write-off of unsold inventory. As a result of this disclosure, the price of Beyond  
16 Meat stock declined by \$12.55 per share, or nearly 13%, from \$94.48 per share to  
17 \$81.93 per share.

18 7. However, Beyond Meat continued to assure investors of the success of  
19 its partnerships. For example, on November 10, 2021, Defendant Brown claimed  
20 that the Company "overcame numerous technical challenges" and blamed its poor  
21 financial results on the Covid-19 pandemic.

22 8. Then, on November 17, 2021, an article was published in *Bloomberg*  
23 highlighting the delays in production and execution challenges Beyond Meat was  
24 facing. Former employees reported that there were "significant internal problems"  
25 stemming from "confusion and misalignment . . . [and] belated decision-making"  
26 that corresponded with exacerbated production delays. As a result of these  
27 disclosures, the price of Beyond Meat stock declined by \$3.01 per share, or more  
28 than 3.5%, from \$83.48 per share to \$80.97 per share.

1           9.     On December 9, 2021, after the market closed, multiple media sources  
2 reported that Taco Bell had cancelled a planned product test due to ongoing quality  
3 concerns. As a result of these disclosures, the price of Beyond Meat stock declined  
4 by \$5.58 per share, or nearly 8%, from \$70.09 per share to \$64.51 per share.

5           10.    On October 14, 2022, Beyond Meat announced the departure of several  
6 top executives, including the Company's Chief Operating Officer, Chief Growth  
7 Officer, and Chief Financial Officer. As a result of these disclosures, the price of  
8 Beyond Meat stock declined by \$1.43 per share, or over 9.6%, from \$14.78 per share  
9 to \$13.35 per share.

10          11.    As a result of Defendants' wrongful acts and omissions, and the  
11 resulting decline in the market value of Beyond Meat's stock, Plaintiff and other  
12 Class members have suffered significant losses and damages.

13 **II.    JURISDICTION AND VENUE**

14          12.    The claims asserted herein arise under Sections 10(b) and 20(a) of the  
15 Exchange Act, 15 U.S.C. §§ 78j(b) and 78t(a), and Rule 10b-5 promulgated  
16 thereunder by the SEC, 17 C.F.R. § 240.10b-5. This Court has jurisdiction over the  
17 subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1337, and Section  
18 27 of the Exchange Act, 15 U.S.C. § 78aa.

19          13.    Venue is proper in this District pursuant to Section 27 of the Exchange  
20 Act and 28 U.S.C. § 1391(b). Beyond Meat is headquartered in this District,  
21 conducts substantial business in this District, and many of the acts and conduct that  
22 constitute the violations of law complained of herein, including the preparation and  
23 dissemination to the public of materially false and misleading information, occurred  
24 in this District. In connection with the acts alleged in this Complaint, Defendants,  
25 directly or indirectly, used the means and instrumentalities of interstate commerce,  
26 including the mails, interstate telephone communications, and the facilities of the  
27 national securities markets.

28

1 **III. THE PARTIES**

2 14. Plaintiff Retail Wholesale Department Store Union Local 338  
3 Retirement Fund is a pension system providing retirement benefits to New York and  
4 New Jersey employees working in various industries, including retail grocers,  
5 agriculture, healthcare, transportation, cannabis, and non-profit organizations. As  
6 indicated on the certification submitted herewith, Plaintiff purchased shares of  
7 Beyond Meat stock during the Class Period and suffered damages as a result of the  
8 violations of the federal securities laws alleged herein.

9 15. Defendant Beyond Meat, headquartered in El Segundo, California, is a  
10 producer of plant-based meat substitutes. The Company's common stock trades on  
11 the NASDAQ, which is an efficient market, under ticker symbol "BYND." As of  
12 February 28, 2023, Beyond Meat had over 64 million shares of common stock  
13 outstanding, owned by at least hundreds or thousands of investors.

14 16. Defendant Ethan Walden Brown has served as the President and Chief  
15 Executive Officer of Beyond Meat from 2009 to present.

16 17. Defendant Mark J. Nelson served as Chief Financial Officer, Treasurer,  
17 and Chief Operating Officer of Beyond Meat from December 2015 to May 2021.

18 18. Defendant Phillip E. Hardin served as Chief Financial Officer of  
19 Beyond Meat from July 2021 to October 2022.

20 19. Defendants Brown, Nelson, and Hardin are collectively referred to  
21 herein as the "Individual Defendants." The Individual Defendants, because of their  
22 positions with Beyond Meat, possessed the power and authority to control the  
23 contents of Beyond Meat's reports to the SEC, press releases, and presentations to  
24 securities analysts, money and portfolio managers, and institutional investors. Each  
25 of the Individual Defendants was provided with copies of the Company's reports and  
26 press releases alleged herein to be misleading prior to, or shortly after, their issuance  
27 and had the ability and opportunity to prevent their issuance or cause them to be  
28 corrected. Because of their positions and access to material non-public information,

1 each of the Individual Defendants knew that the adverse facts specified herein had  
2 not been disclosed to, and were being concealed from, the public, and that the  
3 positive representations which were being made were then materially false and/or  
4 misleading.

5 **IV. BACKGROUND**

6 20. Beyond Meat is a global producer of plant-based meat substitutes such  
7 as Beyond Burgers, Beyond Sausages, Beyond Meatballs, and Beyond Pepperoni  
8 based in El Segundo, California. Founded in 2009, Beyond Meat seeks to build  
9 “meat directly from plants” by faithfully replicating the look, taste, and texture of  
10 animal meat using only vegan, non-genetically modified ingredients.

11 21. Beyond Meat found success creating small, sample-sized prototypes of  
12 its product offerings, and received immense support from venture funding and  
13 celebrity investors. The Company went public in 2019 as the best-performing IPO  
14 in nearly two decades, with shares surging more than 163% in the first day of trading.

15 22. On the heels of its IPO, Beyond Meat announced numerous high-profile  
16 partnerships with foodservice providers, including Starbucks, McDonalds, KFC,  
17 Pizza Hut, and Taco Bell. According to a Company spokesperson, during these  
18 pitches Beyond Meat would “show foodservice customers prototypes to illustrate  
19 the art of the possible.” The Company also assured investors that all new products  
20 are subject to Beyond Meat’s “extensive” testing programs, in order to ensure not  
21 only the quality and fidelity of its products, but also that products are “qualified  
22 through trials to ensure manufacturability.”

23 **V. DEFENDANTS’ MATERIALLY FALSE AND MISLEADING**  
24 **STATEMENTS**

25 23. The Class Period begins on May 5, 2020, when Beyond Meat  
26 participated in its first quarter 2020 earnings conference call with analysts and  
27 investors. During that call, Beyond Meat presented several new and expanded  
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1 partnerships, including a limited test with McDonald’s Canada that ran from January  
2 to April 2020.

3 24. On that same conference call, in response to a question of why the test  
4 ended in April without a widespread product launch, Defendant Brown stated, “for  
5 no negative reason at all. . . . [W]e feel very good about our relationship with  
6 McDonald’s and what’s going to be happening both there and potentially elsewhere.”  
7 When pushed further to explain why the test ended instead of expanding, Defendant  
8 Brown responded, “I can assure you there’s no issue with McDonald’s” and “there’s  
9 been no change in information since we began this test and got good results in the  
10 beginning and got good results at the end.”

11 25. On June 10, 2020, Defendant Brown represented Beyond Meat at the  
12 William Blair Growth Stock Conference. At the conference, Defendant Brown was  
13 asked for an update on the McDonald’s test and potential launch. In response,  
14 Defendant Brown reiterated that “we had a very positive test with them. . . . I remain  
15 very optimistic about our business in foodservice.” In addition, Defendant Brown  
16 touted recent tests with Pizza Hut, Taco Bell, and KFC, claiming “it was a terrific  
17 launch” and “the tests are going well, went well.” Defendant Brown also stated,  
18 “our goal is to . . . provide the benefits from a nutritional perspective of meat to the  
19 consumer. So you get taste right, you get nutrition right, so you’re providing superior  
20 nutritional value proposition, and then you drop price below animal protein.”

21 26. On November 9, 2020, Beyond Meat held its third quarter 2020  
22 earnings conference call with analysts and investors. On that call, analysts asked  
23 Defendant Brown for an update on Beyond Meat’s foodservice segments. Again,  
24 Defendant Brown claimed that testing remained ongoing at foodservice providers,  
25 including Pizza Hut and Taco Bell. Further, Defendants Brown and Nelson each  
26 blamed Covid-19 for any delay in full-scale product launches, with Brown claiming  
27 “there’s [] testing going on, but I think folks are waiting for resumption of full  
28 economic activity before they start to really add things into their menu.”

1           27. On March 1, 2021, Beyond Meat filed its annual report with the SEC  
2 on Form 10-K for the fiscal year ended December 31, 2020. The Form 10-K stated  
3 that “ingredients in our flavors are qualified through trials to ensure  
4 manufacturability” and that “[f]lavors are extensively tested prior to introduction to  
5 ensure finished product attributes such as taste, texture, aroma and appearance are  
6 not negatively impacted.”

7           28. The statements in paragraphs 24-27 were materially false and  
8 misleading. In truth, Beyond Meat was unable to manufacture its meat substitutes  
9 at scale to the specifications of its partners. Further, Beyond Meat suffered from  
10 widespread scaling issues, particularly misalignment and delayed decision-making,  
11 which led to corresponding production delays. Such issues were exacerbated by  
12 Beyond Meat’s disjointed production lines. These problems led some partners to  
13 balk at the high price of Beyond Meat’s products and express doubts about the  
14 Company’s ability to produce them at commercial scale.

15 **VI. DISCLOSURES OF THE COMPANY’S MISCONDUCT CAUSE**  
16 **SIGNIFICANT INVESTOR LOSSES**

17           29. On October 22, 2021, Beyond Meat announced that it was reducing its  
18 third quarter net revenues outlook from between \$120 million and \$140 million to  
19 just \$106 million, a decline of 12% to 25%. As part of the announcement, Beyond  
20 Meat also revealed that the Company’s expenses were continuing to rise.

21           30. As a result of this disclosure, the price of Beyond Meat stock declined  
22 by \$12.82 per share, or nearly 12%, from a closing price of \$108.62 per share on  
23 October 21, 2021, to a closing price of \$95.80 per share on October 22, 2021.

24           31. Then, on November 10, 2021, after the markets closed, Beyond Meat  
25 announced a \$1.8 million inventory write-off, blaming Covid-19 and product  
26 repackaging costs.



1           32. As a result of this disclosure, the price of Beyond Meat stock declined  
2 by \$12.55 per share, or nearly 13%, from a closing price of \$94.48 per share on  
3 November 10, 2021, to a closing price of \$81.93 per share on November 11, 2021.

4           33. However, Defendants continued to assure investors of the Company's  
5 manufacturing capabilities and the strength of its partnerships. For example, on the  
6 November 10, 2021 earnings conference call with analysts and investors, Defendant  
7 Brown continued to attribute Beyond Meat's poor financial results and expiring  
8 inventory to the Covid-19 pandemic, stating "there's just unusual consumer behavior  
9 . . . whether it's people because of the Delta variant spending less time in the retail  
10 markets, being less open to trial in the absence of sampling programs." Defendant  
11 Brown also claimed that the Company "overcame numerous technical challenges"  
12 in its partnership with Pizza Hut to provide Beyond Pepperoni.

13           34. The statements in paragraph 33 were materially false and misleading.  
14 In truth, Beyond Meat was unable to manufacture its meat substitutes at scale to the  
15 specifications of its partners. As a result, Beyond Meat was unable to sell its product  
16 and, therefore, amassed unsalable inventory.

17           35. One week later, on November 17, 2021, *Bloomberg* published an article  
18 highlighting the delays in product roll out and execution challenges Beyond Meat  
19 was facing. That article, citing five former Beyond Meat employees, laid bare the  
20 Company's ongoing scaling problems and how those problems were tarnishing the  
21 Company's relationships with potential partners.

22           36. As a result of this disclosure, the price of Beyond Meat stock declined  
23 by an additional \$3.01 per share, or over 3.5%, from a closing price of \$83.48 per  
24 share on November 16, 2021, to a closing price of \$80.97 per share on November  
25 17, 2021.

26           37. Then, on December 9, 2021, after the market closed, multiple media  
27 sources reported that Taco Bell had cancelled a planned test of Beyond Carne Asada  
28 due to ongoing quality concerns. According to those reports, this cancellation was

1 further evidence of ongoing problems Beyond Meat faced in bringing its products to  
2 market at scale.

3 38. As a result of this disclosure, the price of Beyond Meat stock declined  
4 by \$5.58 per share, or nearly 8%, from a closing price of \$70.09 per share on  
5 December 9, 2021, to a closing price of \$64.51 per share on December 10, 2021.

6 39. Following these disclosures, Beyond Meat continued to assure  
7 investors that its product testing was going well. For example, on February 24, 2022,  
8 Beyond Meat participated in its fourth quarter 2021 earnings conference call with  
9 analysts and investors. On that call, Defendant Brown stated, “with the resumption  
10 of our broader sampling program, this period of delay appears to be coming to an  
11 end, and several products are in various stages of market entry or expansion.”

12 40. Then, on March 2, 2022, Beyond Meat filed its annual report with the  
13 SEC on Form 10-K for the fiscal year ended December 31, 2021. The Form 10-K  
14 again stated that “ingredients in our flavors are qualified through trials to ensure  
15 manufacturability” and “[f]lavors are extensively tested prior to introduction to  
16 ensure finished product attributes such as taste, texture, aroma and appearance are  
17 not negatively impacted.”

18 41. The statements in paragraphs 39-40 were materially false and  
19 misleading. In truth, Beyond Meat was unable to manufacture its meat substitutes  
20 at scale to the specifications of its partners. Further, Beyond Meat suffered from  
21 widespread scaling issues, particularly misalignment and delayed decision-making,  
22 which led to corresponding production delays. Such issues were exacerbated by  
23 Beyond Meat’s disjointed production lines. These problems led some partners to  
24 balk at the high price of Beyond Meat’s products and express doubts about the  
25 Company’s ability to produce them at commercial scale.

26 42. On October 14, 2022, before the market opened, Beyond Meat  
27 announced the departure of several of its top executives, including the Chief  
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1 Operating Officer (Doug Ramsey), Chief Growth Officer (Deanna Jurgens), and  
2 Chief Financial Officer (Defendant Hardin).

3 43. As a result of this disclosure, the price of Beyond Meat stock declined  
4 by \$1.43 per share, or over 9.6%, from a closing price of \$14.78 per share on October  
5 13, 2022, to a closing price of \$13.35 per share on October 14, 2022.

## 6 **VII. LOSS CAUSATION**

7 44. During the Class Period, as detailed herein, Defendants made  
8 materially false and misleading statements and omissions, and engaged in a scheme  
9 to deceive the market. These misleading statements and omissions artificially  
10 inflated the price of Beyond Meat stock and operated as a fraud or deceit on the Class  
11 (as defined below). Later, when Defendants' prior misrepresentations and fraudulent  
12 conduct were disclosed to the market, Beyond Meat's stock price fell significantly.  
13 As a result of their purchases of Beyond Meat stock during the Class Period, Plaintiff  
14 and other members of the Class suffered economic loss, *i.e.*, damages, under the  
15 federal securities laws.

## 16 **VIII. CLASS ACTION ALLEGATIONS**

17 45. Plaintiff brings this action as a class action pursuant to Rule 23 of the  
18 Federal Rules of Civil Procedure on behalf of all persons who purchased Beyond  
19 Meat common stock during the Class Period (the "Class"). Excluded from the Class  
20 are Defendants and their families, and directors and officers of Beyond Meat and  
21 their families and affiliates.

22 46. The members of the Class are so numerous that joinder of all members  
23 is impracticable. The disposition of their claims in a class action will provide  
24 substantial benefits to the parties and the Court. As of February 28, 2023, Beyond  
25 Meat had over 64 million shares of stock outstanding, owned by at least hundreds or  
26 thousands of investors.

27 47. There is a well-defined community of interest in the questions of law  
28 and fact involved in this case. Questions of law and fact common to the members

1 of the Class, which predominate over questions which may affect individual Class  
2 members, include:

- 3 (a) Whether Defendants violated the Exchange Act;
- 4 (b) Whether Defendants' statements and/or actions misrepresented  
5 material facts;
- 6 (c) Whether Defendants' statements and/or actions omitted material  
7 facts necessary in order to make the statements made, in light of the circumstances  
8 under which they were made, not misleading;
- 9 (d) Whether Defendants knew or recklessly disregarded that their  
10 statements, actions, and/or omissions were false and misleading;
- 11 (e) Whether Defendants' misconduct impacted the price of Beyond  
12 Meat stock;
- 13 (f) Whether Defendants' conduct caused the members of the Class  
14 to sustain damages; and
- 15 (g) The extent of damages sustained by Class members and the  
16 appropriate measure of damages.

17 48. Plaintiff's claims are typical of those of the Class because Plaintiff and  
18 the Class sustained damages from Defendants' wrongful conduct.

19 49. Plaintiff will adequately protect the interests of the Class and has  
20 retained counsel experienced in class action securities litigation. Plaintiff has no  
21 interests which conflict with those of the Class.

22 50. A class action is superior to other available methods for the fair and  
23 efficient adjudication of this controversy.

24 **IX. INAPPLICABILITY OF STATUTORY SAFE HARBOR**

25 51. Beyond Meat's "Safe Harbor" warnings accompanying its forward-  
26 looking statements issued during the Class Period were ineffective to shield those  
27 statements from liability.

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1           52. Defendants are also liable for any false or misleading forward-looking  
2 statements pleaded herein because, at the time each such statement was made, the  
3 speaker knew the statement was false or misleading and the statement was  
4 authorized and/or approved by an executive officer of Beyond Meat who knew that  
5 the statement was false. None of the historic or present-tense statements made by  
6 Defendants were assumptions underlying or relating to any plan, projection, or  
7 statement of future economic performance, as they were not stated to be such  
8 assumptions underlying or relating to any projection or statement of future economic  
9 performance when made, nor were any of the projections or forecasts made by  
10 Defendants expressly related to, or stated to be dependent on, those historic or  
11 present-tense statements when made.

12 **X. PRESUMPTION OF RELIANCE**

13           53. At all relevant times, the market for Beyond Meat stock was an efficient  
14 market for, among others, the following reasons:

15           (a) Beyond Meat stock met the requirements for listing, and was  
16 listed and actively traded on the NASDAQ, a highly efficient and automated market;

17           (b) As a regulated issuer, Beyond Meat filed periodic public reports  
18 with the SEC and the NASDAQ;

19           (c) Beyond Meat regularly and publicly communicated with  
20 investors via established market communication mechanisms, including through  
21 regular disseminations of press releases on the national circuits of major newswire  
22 services and through other wide-ranging public disclosures, such as communications  
23 with the financial press and other similar reporting services; and

24           (d) Beyond Meat was followed by several securities analysts  
25 employed by major brokerage firm(s) who wrote reports which were distributed to  
26 the sales force and certain customers of their respective brokerage firm(s). Each of  
27 these reports was publicly available and entered the public marketplace.  
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1           54. As a result of the foregoing, the market for Beyond Meat stock  
2 promptly digested current information regarding Beyond Meat from all publicly  
3 available sources and reflected such information in the price of Beyond Meat stock.  
4 Under these circumstances, all purchasers of Beyond Meat stock during the Class  
5 Period suffered similar injury through their purchase of Beyond Meat stock at  
6 artificially inflated prices and the presumption of reliance applies.

7           55. A Class-wide presumption of reliance is also appropriate in this action  
8 under the Supreme Court's holding in *Affiliated Ute Citizens of Utah v. United States*,  
9 406 U.S. 128 (1972), because the Class' claims are grounded on Defendants'  
10 material misstatements. Because this action involves Defendants' misrepresenting  
11 material information regarding its net loss and internal control over financial  
12 reporting, positive proof of reliance is not a prerequisite to recovery. All that is  
13 necessary is that the misstatements be material in the sense that a reasonable investor  
14 might have considered them important in making investment decisions. Given the  
15 importance of the Company's financial statements to investors, as set forth above,  
16 that requirement is satisfied here.

17 **XI. CLAIMS FOR RELIEF UNDER THE EXCHANGE ACT**

18 **COUNT I**

19 **For Violations of Section 10(b) of the Exchange Act**  
20 **and SEC Rule 10b-5 Promulgated Thereunder**  
21 **(Against Beyond Meat and the Individual Defendants)**

22           56. Plaintiff repeats and realleges each and every allegation contained  
23 above as if fully set forth herein.

24           57. During the Class Period, Beyond Meat and the Individual Defendants  
25 carried out a plan, scheme, and course of conduct which was intended to and,  
26 throughout the Class Period, did: (i) deceive the investing public, including Plaintiff  
27 and other Class members, as alleged herein; and (ii) cause Plaintiff and other  
28 members of the Class to purchase Beyond Meat stock at artificially inflated prices.

1 58. Beyond Meat and the Individual Defendants: (i) employed devices,  
2 schemes, and artifices to defraud; (ii) made untrue statements of material fact and/or  
3 omitted to state material facts necessary to make the statements not misleading; and  
4 (iii) engaged in acts, practices, and a course of business which operated as a fraud  
5 and deceit upon the purchasers of the Company's stock in violation of Section 10(b)  
6 of the Exchange Act and Rule 10b-5 promulgated thereunder.

7 59. Beyond Meat and the Individual Defendants, individually and in  
8 concert, directly and indirectly, by the use, means or instrumentalities of interstate  
9 commerce and/or of the U.S. mails, engaged and participated in a continuous course  
10 of conduct to conceal adverse material information about the Company's financial  
11 well-being, operations, and prospects.

12 60. During the Class Period, Beyond Meat and the Individual Defendants  
13 made the false statements specified above, which they knew or recklessly  
14 disregarded to be false or misleading in that they contained misrepresentations and  
15 failed to disclose material facts necessary in order to make the statements made, in  
16 light of the circumstances under which they were made, not misleading.

17 61. Beyond Meat and the Individual Defendants had actual knowledge of  
18 the misrepresentations and omissions of material facts set forth herein, or recklessly  
19 disregarded the true facts that were available to them. Beyond Meat and the  
20 Individual Defendants engaged in this misconduct to conceal Beyond Meat's true  
21 condition from the investing public and to support the artificially inflated prices of  
22 the Company's stock.

23 62. Plaintiff and the Class have suffered damages in that, in reliance on the  
24 integrity of the market, they purchased Beyond Meat stock at artificially inflated  
25 prices and were harmed when the truth about Beyond Meat negatively impacted the  
26 price of the Company's stock. Plaintiff and the Class would not have purchased  
27 Beyond Meat stock at the prices they paid, or at all, had they been aware that the  
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1 market prices for Beyond Meat common stock had been artificially inflated by  
2 Beyond Meat's and the Individual Defendants' fraudulent course of conduct.

3 63. As a direct and proximate result of Beyond Meat's and the Individual  
4 Defendants' wrongful conduct, Plaintiff and the other members of the Class suffered  
5 damages in connection with their respective purchases of the Company's stock  
6 during the Class Period.

7 64. By virtue of the foregoing, Beyond Meat and the Individual Defendants  
8 violated Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder.

9 **COUNT II**

10 **For Violations of Section 20(a) of the Exchange Act**  
11 **(Against the Individual Defendants)**

12 65. Plaintiff repeats, incorporates, and realleges each and every allegation  
13 set forth above as if fully set forth herein.

14 66. The Individual Defendants acted as controlling persons of Beyond  
15 Meat within the meaning of Section 20(a) of the Exchange Act. By virtue of their  
16 high-level positions, participation in and/or awareness of the Company's operations,  
17 direct involvement in the day-to-day operations of the Company, and/or intimate  
18 knowledge of the Company's actual performance, and their power to control public  
19 statements about Beyond Meat, the Individual Defendants had the power and ability  
20 to control the actions of Beyond Meat and its employees. By reason of such conduct,  
21 the Individual Defendants are liable pursuant to Section 20(a) of the Exchange Act.

22 **XII. PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays for judgment as follows:

24 A. Determining that this action is a proper class action under Rule 23 of  
25 the Federal Rules of Civil Procedure;

26 B. Awarding compensation to Plaintiff and other Class members against  
27 all Defendants, jointly and severally, for all damages sustained as a result of  
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1 Defendants' wrongdoing, in an amount to be proven at trial, including interest  
2 thereon;

3 C. Awarding Plaintiff and the Class their reasonable costs and expenses  
4 incurred in this action, including attorneys' fees and expert fees; and

5 D. Awarding such equitable/injunctive or other further relief as the Court  
6 may deem just and proper.

7 **XIII. JURY DEMAND**

8 Plaintiff demands a trial by jury.

9 Dated: May 11, 2023

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