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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

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11 ,
12 Individually and on Behalf of All Others
13 Similarly Situated,

14 Plaintiff,

15 v.

16 BEYOND MEAT, INC., ETHAN
17 BROWN, and LUBI KUTUA,

18 Defendants.
19

Case No.

CLASS ACTION

COMPLAINT FOR VIOLATIONS
OF THE FEDERAL SECURITIES
LAWS

DEMAND FOR JURY TRIAL

20 Plaintiff (“Plaintiff”), individually and on behalf of
21 all others similarly situated, by Plaintiff’s undersigned attorneys, for Plaintiff’s
22 complaint against Defendants, alleges the following based upon personal
23 knowledge as to Plaintiff and Plaintiff’s own acts, and information and belief as to
24 all other matters, based upon, *inter alia*, the investigation conducted by and through
25 Plaintiff’s attorneys, which included, among other things, a review of the
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1 Defendants' public documents, conference calls and announcements made by
2 Defendants, United States ("U.S.") Securities and Exchange Commission ("SEC")
3 filings, wire and press releases published by and regarding Beyond Meat, Inc.
4 ("Beyond Meat" or the "Company"), analysts' reports and advisories about the
5 Company, and information readily obtainable on the Internet. Plaintiff believes that
6 substantial, additional evidentiary support will exist for the allegations set forth
7 herein after a reasonable opportunity for discovery.
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9 **NATURE OF THE ACTION**

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12 1. This is a federal securities class action on behalf of a class consisting
13 of all persons and entities other than Defendants that purchased or otherwise
14 acquired Beyond Meat securities between February 27, 2025 and November 11,
15 2025, both dates inclusive (the "Class Period"), seeking to recover damages caused
16 by Defendants' violations of the federal securities laws and to pursue remedies
17 under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the
18 "Exchange Act") and Rule 10b-5 promulgated thereunder, against the Company
19 and certain of its top officials.
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22 2. Beyond Meat operates in the food industry, developing,
23 manufacturing, marketing, and selling plant-based meat products under the
24 "Beyond" brand name in the U.S. and internationally. The Company owns and
25 leases multiple production, warehousing, research and development ("R&D"), and
26 other properties in the U.S. and abroad.
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1 3. Since at least early 2025, facing shrinking demand for its products and
2 ballooning debt and losses, Beyond Meat’s primary goal has been to achieve
3 operations with positive earnings before interest, taxes, depreciation and
4 amortization (“EBITDA”) by the end of 2026. Indeed, on February 26, 2025,
5 during Beyond Meat’s earnings call for the fourth quarter (“Q4”) and full year
6 (“FY”) of 2024, the Company’s President, Chief Executive Officer (“CEO”), and
7 founder, Defendant Ethan Brown (“Brown”), stated that “I want everybody entirely
8 focused on that” goal.
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11 4. At all relevant times, Defendants consistently and repeatedly touted
12 their focused efforts to achieve EBITDA-positive operations by year-end 2026.
13 Accordingly, throughout the Class Period, Defendants repeatedly emphasized that
14 they were rigidly focused on operating expense reduction, gross margin expansion,
15 and broader operational efficiency and optimization at the expense of other aspects
16 of the Company’s business, such as revenue growth, which they explicitly
17 deemphasized as a business concern.
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21 5. Notwithstanding the foregoing, at all relevant times, Defendants
22 disclosed no anticipated or actual need to record significant asset impairment
23 charges attributable to certain of Beyond Meat’s long-lived assets, including its
24 property, plant, and equipment (“PP&E”), operating lease right-of-use (“ROU”)
25 assets, or prepaid lease costs.
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1 6. Throughout the Class Period, Defendants made materially false and
2 misleading statements regarding the Company’s business, operations, and
3 prospects. Specifically, Defendants made false and/or misleading statements and/or
4 failed to disclose that: (i) the book value of certain of Beyond Meat’s long-lived
5 assets exceeded their fair value, making it highly likely that the Company would be
6 required to record a material, non-cash impairment charge; (ii) the foregoing was
7 likely to impair Beyond Meat’s ability to timely file its periodic filings with the
8 SEC; and (iii) as a result, Defendants’ public statements were materially false and
9 misleading at all relevant times.
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13 7. The truth began to emerge on October 24, 2025, when, during pre-
14 market hours, Beyond Meat filed a current report on Form 8-K with the SEC,
15 reporting the Company’s preliminary financial results for the third quarter (“Q3”)
16 of 2025. Therein, Defendants revealed that the Company “expects to record a non-
17 cash impairment charge for the three months ended September 27, 2025, related to
18 certain of its long-lived assets,” which it “expected to be material.”
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21 8. On this news, Beyond Meat’s stock price fell \$0.655 per share, or
22 23.06%, to close at \$2.185 per share on October 24, 2025.
23

24 9. On November 3, 2025, during pre-market hours, Beyond Meat issued
25 a press release announcing that it would delay reporting its financial results for Q3
26 2025, citing the need for additional time to complete its impairment review.
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1 10. On this news, Beyond Meat’s stock price fell \$0.265 per share, or
2 16.01%, to close at \$1.39 per share on November 3, 2025.

3
4 11. On November 10, 2025, during post-market hours, Beyond Meat
5 issued a press release announcing its financial results for Q3 2025. Among other
6 results, Beyond Meat reported that its loss from operations for the quarter was
7 \$112.3 million, which included “**\$77.4 million** in non-cash impairment charges
8 related to certain of the Company’s long-lived assets.”¹

9
10 12. On this news, Beyond Meat’s stock price fell \$0.12 per share, or
11 8.96%, to close at \$1.22 per share on November 11, 2025.

12
13 13. Then, on November 11, 2025, during post-market hours, Beyond Meat
14 hosted a conference call with investors and analysts to discuss its financial results
15 for Q3 2025. During the call, the Company’s Chief Financial Officer (“CFO”) and
16 Treasurer Defendant Lubi Kutua (“Kutua” and, collectively with Defendant Brown,
17 the “Individual Defendants”) disclosed, in relevant part, that “[t]he total impairment
18 amount of \$77.4 million was . . . allocated to PP&E, operating lease ROU assets
19 and prepaid lease costs on our balance sheet.”

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21
22 14. On this news, Beyond Meat’s stock price fell an additional \$0.105 per
23 share, or 8.61%, to close at \$1.115 per share on November 12, 2025.

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¹ All emphases herein are added unless otherwise indicated.

1 15. As a result of Defendants' wrongful acts and omissions, and the
2 precipitous decline in the market value of the Company's securities, Plaintiff and
3 other Class members have suffered significant losses and damages.
4

5 **JURISDICTION AND VENUE**

6 16. The claims asserted herein arise under and pursuant to Sections 10(b)
7 and 20(a) of the Exchange Act (15 U.S.C. §§ 78j(b) and 78t(a)) and Rule 10b-5
8 promulgated thereunder by the SEC (17 C.F.R. § 240.10b-5).
9

10 17. This Court has jurisdiction over the subject matter of this action
11 pursuant to 28 U.S.C. § 1331 and Section 27 of the Exchange Act.
12

13 18. Venue is proper in this District pursuant to Section 27 of the Exchange
14 Act (15 U.S.C. § 78aa) and 28 U.S.C. § 1391(b). Beyond Meat is headquartered in
15 this District, Defendants conduct business in this District, and a significant portion
16 of Defendants' activities took place within this District.
17

18 19. In connection with the acts alleged in this complaint, Defendants,
19 directly or indirectly, used the means and instrumentalities of interstate commerce,
20 including, but not limited to, the mails, interstate telephone communications, and
21 the facilities of the national securities markets.
22

23 **PARTIES**

24 20. Plaintiff, as set forth in the attached Certification, acquired Beyond
25 Meat securities at artificially inflated prices during the Class Period and was
26 damaged upon the revelation of the alleged corrective disclosures.
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1 21. Defendant Beyond Meat is a Delaware corporation with principal
2 executive offices located at 888 North Douglas Street, Suite 100, El Segundo,
3 California 90245. Beyond Meat's common stock trades in an efficient market on
4 the Nasdaq Global Select Market ("NASDAQ") under the ticker symbol "BYND".
5

6 22. Defendant Brown has served as Beyond Meat's President and CEO at
7 all relevant times. Defendant Brown is also the Company's founder.
8

9 23. Defendant Kutua has served as Beyond Meat's CFO and Treasurer at
10 all relevant times.
11

12 24. The Individual Defendants possessed the power and authority to
13 control the contents of Beyond Meat's SEC filings, press releases, and other market
14 communications. The Individual Defendants were provided with copies of Beyond
15 Meat's SEC filings and press releases alleged herein to be misleading prior to or
16 shortly after their issuance and had the ability and opportunity to prevent their
17 issuance or to cause them to be corrected. Because of their positions with Beyond
18 Meat, and their access to material information available to them but not to the
19 public, the Individual Defendants knew that the adverse facts specified herein had
20 not been disclosed to and were being concealed from the public, and that the
21 positive representations being made were then materially false and misleading. The
22 Individual Defendants are liable for the false statements and omissions pleaded
23 herein.
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1 25. Defendant Beyond Meat and the Individual Defendants are
2 collectively referred to herein as “Defendants”.

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4 **SUBSTANTIVE ALLEGATIONS**

5 **Background**

6 26. Beyond Meat operates in the food industry, developing,
7 manufacturing, marketing, and selling plant-based meat products under the
8 “Beyond” brand name in the U.S. and internationally. The Company owns and
9 leases multiple production, warehousing, R&D, and other properties in the U.S. and
10 abroad including, *inter alia*, its corporate headquarters, lab, and innovation space
11 (“Campus Headquarters”) in El Segundo, California.

12
13 27. Since at least early 2025, facing shrinking demand for its products and
14 ballooning debt and losses, Beyond Meat’s primary goal has been to achieve
15 EBITDA-positive operations by year-end 2026. Indeed, on February 26, 2025,
16 during Beyond Meat’s earnings call for Q4 and FY 2024, the Defendant Brown
17 stated that “I want everybody entirely focused on that” goal.

18
19 28. At all relevant times, Defendants consistently and repeatedly touted
20 their focused efforts to achieve EBITDA-positive operations by year-end 2026.
21 Accordingly, throughout the Class Period, Defendants repeatedly emphasized that
22 they were rigidly focused on operating expense reduction, gross margin expansion,
23 and broader operational efficiency and optimization at the expense of other aspects
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1 of the Company’s business, such as revenue growth, which they explicitly
2 deemphasized as a business concern.

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4 29. Notwithstanding the foregoing, at all relevant times, Defendants
5 disclosed no anticipated or actual need to record significant asset impairment
6 charges attributable to certain of Beyond Meat’s long-lived assets, including its
7 PP&E, operating lease ROU assets, or prepaid lease costs.
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9 **Materially False and Misleading Statements Issued During the Class Period**

10 30. The Class Period begins on February 27, 2025, the day after Beyond
11 Meat issued a press release during post-market hours reporting its financial results
12 for Q4 and FY 2024. Therein, Defendants announced, *inter alia*, Beyond Meat’s
13 decision to implement certain “restructuring initiatives, including a reduction-in-
14 force and suspension of operational activities in China, as it targets EBITDA-
15 positive run-rate by the end of 2026[.]” In addition to approximately \$1.5 million
16 to \$2.5 million in total one-time cash charges related to the reduction-in-force,
17 Beyond Meat advised that it “currently estimates that it will incur one-time non-
18 cash charges of approximately \$12.0 million to \$17.0 million, primarily related to
19 accelerated depreciation and impairment charges and other write-downs on certain
20 fixed assets in China[.]” “the majority of [which] will be incurred in the first quarter
21 of 2025.” Apart from the foregoing, Defendants identified no additional anticipated
22 or actual impairment charges.
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1 31. On March 5, 2025, Beyond Meat filed an annual report on Form 10-K
2 with the SEC, reporting the Company’s financial and operating results for its Q4
3 and FY ended December 31, 2024 (the “2024 10-K”). The 2024 10-K reported that,
4 as of December 31, 2024, Beyond Meat’s consolidated long-lived assets, including
5 PP&E and operating lease ROU assets, amounted to \$308.862 million.
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7
8 32. In a section dedicated to discussing impairment of Beyond Meat’s
9 long-lived assets, the 2024 10-K stated, in relevant part:

10 Long-lived assets are reviewed by management for impairment
11 whenever events or changes in circumstances indicate that the carrying
12 amount of the asset may not be fully recoverable. When events or
13 circumstances indicate that impairment may be present, management
14 evaluates the probability that future undiscounted net cash flows
15 received will be less than the carrying amount of the asset. If projected
16 future undiscounted cash flows are less than the carrying value of an
17 asset, then such assets are written down to their fair values. ***The
Company concluded that no long-lived assets were impaired during
the fiscal years ended December 31, 2024, 2023 and 2022.***

18 33. Notwithstanding the foregoing, the 2024 10-K purported to warn of
19 risks that “may” or “could” materialize related to certain impairment charges for
20 ROU assets and prepaid lease costs, stating, *inter alia*:

21
22 [W]e ***may*** not be able to build out or occupy the rest of the Campus
23 Headquarters and are considering subleasing, assigning or otherwise
24 transferring the unoccupied space, or negotiating a partial lease
25 termination An agreement to partially terminate, sublease, assign
26 or otherwise transfer the unoccupied part of the Campus Headquarters
27 would be subject to certain risks and uncertainties. For example, the
28 agreement ***may*** not be completed on terms advantageous to us because
the rental rate we receive under the agreement ***may*** not fully cover the
rental rate we pay under the Campus Lease for the same space or our
subtenants ***may*** fail to make lease payments, ***which may result in***

1 *impairment charges for [ROU] assets and prepaid lease costs* and
2 *could* have a negative impact on our financial condition and results of
3 operations. In addition, a partial termination of the lease *could result in*
4 . . . *non-cash write-off of prepaid lease costs*, the amounts of which
5 *could* be material and which *could* have a negative impact on our
6 financial condition and results of operations.

7 Plainly, the foregoing risk warning was a generic, catch-call provision that was not
8 tailored to Defendants’ actual known risks regarding a likely material impairment
9 charge associated with Beyond Meat’s PP&E, operating lease ROU assets, and
10 prepaid lease costs, much less that such an impairment charge could amount to tens
11 of millions of dollars.

12 34. Likewise, the 2024 10-K downplayed risks that “may” or “could”
13 materialize related to potential future impairment charges more generally, while
14 simultaneously touting Defendants’ annual and, at times, more frequent asset
15 impairment analyses, stating, in relevant part:
16

17 The preparation of financial statements in accordance with GAAP
18 involves making estimates, judgments and assumptions that affect
19 reported amounts of assets (including intangible assets), liabilities,
20 revenues and expenses. This includes estimates, judgments and
21 assumptions for assessing the recoverability of our assets *If* any
22 estimates, judgments or assumptions change in the future, the Company
23 *may* be required to record additional expenses and/or impairment
24 charges

25 *We base our estimates on historical experience and on various other*
26 *assumptions that we believe to be reasonable under the*
27 *circumstances*, the results of which form the basis for making
28 judgments about the carrying values of assets and liabilities that are not
readily apparent from other sources. Our actual results *may* differ from
these estimates under assumptions or conditions that *may* change in the
future. While *we believe the assumptions and estimates we make are*

1 *reasonable*, any changes to our assumptions or estimates, or any actual
2 results which differ from our assumptions or estimates, *could* have a
3 material adverse effect on our financial position and operating results .

4 . . .

5 *We perform an asset impairment analysis on an annual basis or*
6 *whenever events or changes in circumstances indicate that a long-*
7 *lived asset group may not be recoverable.* Failure to achieve forecasted
8 operating results, due to weakness in the economic environment or
9 other factors, changes in market conditions and declines in our market
10 capitalization, the planned suspension of our operational activities in
11 China, and failure to negotiate a partial lease termination or sublease,
assign or otherwise transfer the unoccupied space of our Campus
Headquarters, among other things, *could* result in impairment of our
assets and adversely affect our operating results.

12 Plainly, this risk warning, too, was a generic, catch-call provision that was not
13 tailored to Defendants’ actual known risks regarding a likely material impairment
14 charge associated with Beyond Meat’s PP&E, operating lease ROU assets, and
15 prepaid lease costs, much less that such an impairment charge could amount to tens
16 of millions of dollars.

17
18 35. Appended as exhibits to the 2024 10-K were signed certifications
19 pursuant to the Sarbanes-Oxley Act of 2002 (“SOX”), wherein the Individual
20 Defendants certified that the 2024 10-K “does not contain any untrue statement of
21 a material fact or omit to state a material fact necessary to make the statements
22 made, in light of the circumstances under which such statements were made, not
23 misleading with respect to the period covered by this report[,]” and that “the
24 financial statements, and other financial information included in this report, fairly
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1 present in all material respects the financial condition, results of operations and cash
2 flows of the [Company] as of, and for, the periods presented in this report[.]”

3
4 36. On May 7, 2025, Beyond Meat issued a press release reporting its
5 financial results for the first quarter (“Q1”) of 2025. Therein, Defendants reported,
6 *inter alia*, that for the quarter, Beyond Meat’s loss from operations “included the
7 following charges recorded in operating expenses: \$4.6 million in incremental legal
8 fees associated with arbitration proceedings related to a previously-disclosed
9 contractual dispute with a former co-manufacturer; \$1.3 million in non-cash charges
10 arising from specific strategic decisions to increase inventory provision for donation
11 of certain inventory items; and \$1.2 million in expenses related to the suspension of
12 our operational activities in China.” Despite addressing the foregoing charges,
13 Defendants failed to identify any material impairment charge associated with
14 Beyond Meat’s long-lived assets that could or would amount to potentially tens of
15 millions of dollars.
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18 37. The same day, Beyond Meat hosted a conference call with investors
19 and analysts to discuss its financial results for Q1 2025. During the call, an analyst
20 remarked on the Company’s one-time charges for the quarter, and asked whether
21 Defendants were aware of “any additional things that are similar to that we should
22 be aware of for the coming couple quarters?” In response, Defendant Brown stated,
23 in relevant part:
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1 ***[I]n terms of the sort of one-time items, the only thing that at this***
2 ***point I think that's really worth noting is that China, the costs related***
3 ***to the suspension of our activities in China, that will, [t]he way we are***
4 ***treating those expenses from an accounting perspective is we are taking***
5 ***accelerated depreciation on those expenses through the end of 2026.***
6 ***And so each quarter, we will call that out, but each quarter there will***
7 ***be some impact related to that decision.***

8 Significantly, as discussed at ¶ 30, *supra*, Defendants estimated “one-time non-cash
9 charges of approximately \$12.0 million to \$17.0 million, primarily related to
10 accelerated depreciation and impairment charges and other write-downs on certain
11 fixed assets in China.” Accordingly, Defendant Brown’s response above either
12 grossly downplayed the anticipated impact of impairment charges associated with
13 Beyond Meat’s suspension of its Chinese operations, or alternatively downplayed
14 the universe of one-time items anticipated to impact the Company’s balance sheet
15 over the next couple of quarters.

16
17 38. On May 8, 2025, Beyond Meat filed a quarterly report on Form 10-Q
18 with the SEC, reporting the Company’s financial and operating results for its Q1
19 ended March 29, 2025 (the “Q1 2025 10-Q”). The Q1 2025 10-Q reported that, as
20 of March 29, 2025, Beyond Meat’s consolidated long-lived assets, including PP&E
21 and operating lease ROU assets, amounted to \$301.912 million.

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23
24 39. The Q1 2025 10-Q also provided generic, boilerplate risk warnings
25 purporting to warn of risks that “may” or “could” materialize in connection with a
26 potential future impairment charge. For example, the Q1 2025 10-Q stated, *inter*
27 *alia*:
28

1 Our substantial investment in manufacturing facilities in China and
2 Europe have exposed and *may* continue to expose us to substantial risks
3 and, as a result, we *may* not realize a return on our investment. For
4 example, although we invested a significant amount to establish local
5 operations in China, in February 2025, we made the decision to suspend
6 our operational activities in China. As such, we have not realized a
7 sufficient return on our investment in China and expect to incur certain
8 cash and non-cash charges in connection with the suspension of our
9 operational activities in China in the first quarter of 2025. As a result of
10 our decision to suspend our operational activities in China, we currently
11 estimate that we will incur accelerated depreciation and other inventory
12 and asset write-offs in China totaling \$13.0 million to \$14.0 million
13 through the end of 2026, of which \$1.5 million in accelerated
14 depreciation related to the reassessment of useful lives of certain assets
15 was recognized in the first quarter of 2025, and the remainder of which
16 is expected to be evenly distributed beginning in the second quarter of
17 2025 through the end of the fourth quarter of 2026

18 Unforeseen delays in the suspension of our operational activities in
19 China *may* cause us to incur additional expenses. Operating or
20 otherwise repurposing or disposing of our facilities in China *may*
21 require additional capital expenditures and the efforts and attention of
22 our management team and other personnel, which will divert resources
23 from our existing business or operations. In addition, our
24 manufacturing facility in Enschede, the Netherlands *may* not provide
25 us with all of the operational and financial benefits we expect to receive.
26 These and other risks *may* result in our not realizing a return on, or
27 losing some or all, of our investments in China and Europe, which
28 *could* have a material adverse effect on our financial condition and
financial performance.

29 Plainly, the foregoing risk warning was a generic, catch-call provision that was not
30 tailored to Defendants' actual known risks regarding a likely material impairment
31 charge associated with Beyond Meat's PP&E, operating lease ROU assets, and
32 prepaid lease costs, much less that such an impairment charge could amount to tens
33 of millions of dollars.

1 40. Appended as exhibits to the Q1 2025 10-Q were substantively the same
2 SOX certifications as referenced in ¶ 35, *supra*, signed by the Individual
3 Defendants.
4

5 41. On August 6, 2025, Beyond Meat issued a press release reporting its
6 financial results for the second quarter (“Q2”) of 2025. Therein, Defendants
7 reported, *inter alia*, that for the quarter, Beyond Meat’s loss from operations
8 “included the following charges recorded in operating expenses: \$4.5 million in
9 certain non-routine SG&A [selling, general, and administrative] expenses; \$2.5
10 million in incremental legal expenses associated with arbitration proceedings
11 related to a previously-disclosed contractual dispute with a former co-manufacturer;
12 and \$0.5 million in costs related to a partial lease termination of a portion of the
13 Company’s campus headquarters building in El Segundo, California[.]” Despite
14 addressing the foregoing charges, Defendants again failed to identify any material
15 impairment charge associated with Beyond Meat’s long-lived assets that could or
16 would amount to potentially tens of millions of dollars.
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21 42. The same day, Beyond Meat hosted a conference call with investors
22 and analysts to discuss its financial results for Q2 2025. During the call, Defendant
23 Brown made various representations regarding the Company’s focus on optimizing
24 and achieving EBITDA-positive operations, “[m]any of” which he characterized
25 “as an acceleration of existing priorities” that undoubtedly already involved, and
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1 would continue to involve, an assessment of the carrying value of those operations.

2 For example, Defendant Brown stated, *inter alia*:

3
4 To stabilize our business and with a goal to achieve EBITDA positive
5 operations within the second half of 2026 and to realize our much
6 longer-term objective of reshaping global protein markets in support of
7 a healthier and more sustainable future, we are taking significant and
8 immediate actions.

9
10 ***Many of these, which I enumerate below, you will recognize as an***
11 ***acceleration of existing priorities.***

12 One, we are welcoming John Boken of AlixPartners as interim Chief
13 Transformation Officer to lead and support ***our enterprise-wide***
14 ***transformation activities with a focus on operating expense***
15 ***reduction, gross margin expansion and broader operational***
16 ***efficiency.***

17 Two, ***we are intensifying expense reduction globally to fit our***
18 ***operating base into the existing near-term opportunity.*** These
19 measures include a reduction in force that we performed today.

20 * * *

21 Three, ***we are deepening each of our gross margin expansion***
22 ***activities, including continuing to optimize our portfolio by exiting***
23 ***certain product lines and reconfiguring others, making additional***
24 ***investments in our facilities around core production lines and select***
25 ***others where we see opportunities to significantly reduce costs,***
26 ***working within our supply chain to reduce raw ingredient prices and***
27 ***logistics costs and further fitting our production operations to current***
28 ***demand levels*** so as to realize gross margin recovery even under lower
volumes.

Notwithstanding the foregoing representations, during the call, neither of the
Individual Defendants mentioned any past, ongoing, or contemplated asset

1 impairment analyses, much less any potential or anticipated asset impairment
2 charge amounting to tens of millions of dollars.

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4 43. On August 8, 2025, Beyond Meat filed a quarterly report on Form 10-
5 Q with the SEC, reporting the Company's financial and operating results for its Q2
6 ended June 28, 2025 (the "Q2 2025 10-Q"). The Q2 2025 10-Q reported that, as of
7 June 28, 2025, Beyond Meat's consolidated long-lived assets, including PP&E and
8 operating lease ROU assets, amounted to \$327.515 million.

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10 44. The Q2 2025 10-Q also purported to warn of certain risks that "may"
11 or "could" materialize in connection with Beyond Meat's leasing arrangements.
12 For example, the Q2 2025 10-Q stated, *inter alia*:

13
14 Underutilization or cessation of our manufacturing facilities **could**
15 adversely affect our gross margin and other operating results and we
16 **may** be required to . . . write down our long-lived assets, or shorten the
17 useful lives and accelerate depreciation of our assets[.]

18 * * *

19 We **may** not be able to build out or occupy the rest of the Campus
20 Headquarters and are **considering** subleasing, assigning or otherwise
21 transferring additional unoccupied space, or negotiating further partial
22 lease terminations but **may** be unable to enter into or negotiate such an
23 agreement or partial termination, which **could** have an adverse effect
24 on our operating and financial results. An agreement to partially
25 terminate, sublease, assign or otherwise transfer the unoccupied part of
26 the Campus Headquarters would be subject to certain risks and
27 uncertainties. For example, the agreement **may** not be completed on
28 terms advantageous to us [and] . . . **may** result in impairment charges
for [ROU] assets and prepaid lease costs and **could** have a negative
impact on our financial condition and results of operations. In addition,
a partial termination of the lease **could** result in a penalty payment to
exit the lease and non-cash write-off of prepaid lease costs, the amounts

1 of which *could* be material and which *could* have a negative impact on
2 our financial condition and results of operations.

3 Plainly, the foregoing risk warning was a generic, catch-call provision that was not
4 tailored to Defendants’ actual known risks regarding a likely material impairment
5 charge associated with Beyond Meat’s PP&E, operating lease ROU assets, and
6 prepaid lease costs, much less that such an impairment charge could amount to tens
7 of millions of dollars.
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10 45. In addition, the Q2 2025 10-Q contained substantively the same
11 boilerplate risk warning as referenced in ¶ 39, *supra*, purporting to warn of risks
12 that “may” or “could” materialize in connection with a potential future impairment
13 charge, which was similarly not tailored to Defendants’ actual known risks
14 regarding a likely material impairment charge associated with Beyond Meat’s
15 PP&E, operating lease ROU assets, and prepaid lease costs, much less that such an
16 impairment charge could amount to tens of millions of dollars.
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19 46. Appended as exhibits to the Q2 2025 10-Q were substantively the same
20 SOX certifications as referenced in ¶ 35, *supra*, signed by the Individual
21 Defendants.
22

23 47. The statements referenced in ¶¶ 30-46 were materially false and
24 misleading because Defendants made false and/or misleading statements, as well as
25 failed to disclose material adverse facts about the Company’s business, operations,
26 and prospects. Specifically, Defendants made false and/or misleading statements
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1 and/or failed to disclose that: (i) the book value of certain of Beyond Meat’s long-
2 lived assets exceeded their fair value, making it highly likely that the Company
3 would be required to record a material, non-cash impairment charge; (ii) all the
4 foregoing was likely to impair Beyond Meat’s ability to timely file its periodic
5 filings with the SEC; and (iii) as a result, Defendants’ public statements were
6 materially false and misleading at all relevant times.
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9 48. In addition, Defendants violated Item 303 of SEC Regulation S-K, 17
10 C.F.R. § 229.303(b)(2)(ii) (“Item 303”), which required Beyond Meat to “[d]escribe
11 any known trends or uncertainties that have had or that are reasonably likely to have
12 a material favorable or unfavorable impact on net sales or revenues or income from
13 continuing operations.” Defendants’ failure to disclose, *inter alia*, the likelihood of
14 recognizing a material impairment charge associated with Beyond Meat’s PP&E,
15 operating lease ROU assets, and prepaid lease costs, much less that such an
16 impairment charge could amount to tens of millions of dollars, violated Item 303
17 because these issues represented known trends or uncertainties that were likely to
18 have a material unfavorable impact on the Company’s business and financial
19 results.
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24 **The Truth Begins to Emerge**

25 49. The truth began to emerge on October 24, 2025, when, during pre-
26 market hours, Beyond Meat filed a current report on Form 8-K with the SEC,
27 reporting its preliminary financial results for Q3 2025 (the “Q3 2025 8-K”).
28

1 Therein, Defendants revealed that the Company expected to record a “material,”
2 unquantified non-cash impairment charge related to certain of its long-lived assets,
3 stating, in relevant part:
4

5 ***[T]he Company expects to record a non-cash impairment charge for***
6 ***the three months ended September 27, 2025, related to certain of its***
7 ***long-lived assets.*** The Company’s recoverability test . . . preliminarily
8 indicated that the carrying amount of certain of its long-lived assets was
9 not recoverable from the projected undiscounted future cash flows of
10 the relevant asset group. ***Although the impairment charge is expected***
to be material, the Company is not yet able to reasonably quantify the
amount at this time.

11 50. The foregoing disclosure gained immediate media attention. For
12 example, the same day during pre-market hours, *The Wall Street Journal* published
13 an article entitled “Beyond Meat Expects Impairment Charge, Revenue In Line
14 With Target”, which likewise noted that the Company “anticipated a noncash
15 impairment charge tied to some long-lived assets” that “it expects . . . to be
16 material,” but “can’t yet quantify the amount.” The same day, other news outlets
17 that regularly cover the securities markets similarly reported on the foregoing
18 disclosure, including, *inter alia*, *Benzinga* in an article entitled “Beyond Meat Stock
19 Slips, Traders Chew On Q3 Estimates”, which noted, *inter alia*, that the “large non-
20 cash impairment” “mean[s] the book value of some long-term assets (factories,
21 equipment, etc.) is higher than what they’re worth and those assets must be ‘written
22 down.’”
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1 51. Also on October 24, 2025, multiple analysts issued notes addressing
2 Beyond Meat’s disclosures in the Q3 2025 8-K. For example, Mizuho Securities
3 USA (“Mizuho”) stated, in relevant part, that “[a]lthough non-cash in nature, the
4 charge reinforces a more subdued multi-year outlook for operations” and
5 “confirm[s] our reduced estimates for LT [long-term] 10-yr U.S. plant-based meat
6 category sales (\$2.4B from prior \$4B).” Similarly, BTIG stated, in relevant part,
7 that “we think the [Company’s] primary motivation [for filing the Q3 2025 8-K]
8 was to foretell the large asset impairment charge coming with 3Q earnings” and that
9 “[w]e remain on the sidelines as we continue to see no recovery in sales trends, no
10 progress towards sustainable financials with cash burn likely worse than last year,
11 and tough financing arrangements[.]”

12
13 52. Following Beyond Meat’s filing of the Q3 2025 8-K, the Company’s
14 stock price fell \$0.655 per share, or 23.06%, to close at \$2.185 per share on October
15 24, 2025.

16
17 53. On November 3, 2025, during pre-market hours, Beyond Meat issued
18 a press release announcing that it would delay reporting its financial results for Q3
19 2025 (the “Q3 2025 Delay Notice”), citing the need for additional time to complete
20 the previously disclosed impairment review. Specifically, the press release stated,
21 in relevant part:

22
23 Beyond Meat . . . is rescheduling the reporting of its financial results
24 for the third quarter ended September 27, 2025 to Tuesday, November
25 11, 2025 after market close.

1 As previously disclosed on Form 8-K filed on October 24, 2025, the
2 Company expects to record a non-cash impairment charge for the three
3 months ended September 27, 2025 related to certain of its long-lived
4 assets. Although the Company expects this charge to be material, the
5 Company is not yet able to reasonably quantify the amount, and
6 requires additional time, resources and effort to finalize its assessment,
and therefore is rescheduling its previously-announced conference call
to Tuesday, November 11, 2025.

7 54. This disclosure, too, was the subject of considerable and immediate
8 media attention, including articles published by a slew of media outlets the same
9 day. For example, in an article entitled “Beyond Meat Shares Fall as Impairment
10 Charge Delays 3Q Results”, *Bloomberg* reported that “Beyond Meat shares are
11 down 8.2% in premarket trading after the plant-based protein company postponed
12 the release of its 3Q results to Nov. 11 as it finalizes an assessment of a material
13 non-cash impairment charge tied to certain long-lived assets.” Similarly, in an
14 article entitled “Beyond Meat delays quarterly earnings report to November 11”,
15 *Reuters*, too, reported that the Q3 2025 Delay Notice had resulted in a sharp decline
16 in Beyond Meat’s stock price, stating that the Company “is delaying its third-quarter
17 results report by a week as it requires more time to quantify an impairment charge
18 related to some of its assets, sending its shares about 12% lower in early trading on
19 Monday.” *Yahoo! Finance*, *Business Insider*, *Seeking Alpha*, and *TalkMarkets*,
20 among other investor news outlets, similarly reported on the decline in Beyond
21 Meat’s stock price as investors digested the Company’s disclosures in the Q3 2025
22 Delay Notice.
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1 55. Ultimately, following Beyond Meat’s publication of the Q3 2025
2 Delay Notice, the Company’s stock price fell \$0.265 per share, or 16.01%, to close
3 at \$1.39 per share on November 3, 2025.
4

5 56. On November 10, 2025, during post-market hours, Beyond Meat
6 issued a press release reporting its financial results for Q3 2025 (the “Q3 2025
7 Earnings Release”). Among other results, Beyond Meat reported that its loss from
8 operations for the quarter “was \$112.3 million, or operating margin of -160.0%,
9 compared to loss from operations of \$30.9 million, or operating margin of -38.2%,
10 in the year-ago period[,]” which “included **\$77.4 million** in non-cash impairment
11 charges related to certain of the Company’s long-lived assets.”
12
13

14 57. On this news, Beyond Meat’s stock price fell \$0.12 per share, or
15 8.96%, to close at \$1.22 per share on November 11, 2025.
16

17 58. Then, on November 11, 2025, during post-market hours, Beyond Meat
18 hosted a conference call with investors and analysts to discuss its financial results
19 for Q3 2025 (the “Q3 2025 Earnings Call”). During the call, Defendant Kutua
20 disclosed, in relevant part, that “[t]he total impairment amount of \$77.4 million was
21 . . . allocated to PP&E, operating lease ROU assets and prepaid lease costs on our
22 balance sheet.”
23
24

25 59. Following the Q3 2025 Earnings Call, Beyond Meat’s stock price fell
26 an additional \$0.105 per share, or 8.61%, to close at \$1.115 per share on November
27 12, 2025.
28

1 60. As with the Q3 2025 8-K and Delay Notice, Defendants’ disclosures
2 in the Q3 2025 Earnings Release and Call shocked the market. For example, on
3 November 10, 2025, investor news website *Stocktwits* published an article entitled
4 “Is Beyond Meat’s ‘Meme’ Moment Over? Stock Plunges After-Hours As \$81M
5 Charge, Shrinking Sales Dent Sentiment”, reporting that the Company’s “shares
6 tumbled 9% in after-hours trading on Monday after the company’s quarterly report
7 revealed [*inter alia*] . . . [the] significant impairment charge.” Similarly, during
8 pre-market hours the following day, *The Motely Fool* published an article entitled
9 “No Bottom in Sight for Beyond Meat’s Crashing Sales”, stating, in relevant part,
10 that the “impairment charge of \$77.4 million against long-lived assets in the third
11 quarter . . . dragged down the [Company’s] bottom line.” Between November 10
12 and 11, 2025, various other news outlets including, *inter alia*, *The Wall Street*
13 *Journal*, *Reuters*, and *Seeking Alpha* similarly published articles addressing
14 Defendants’ disclosures in the Q3 2025 Earnings Release and Call.
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17 61. Multiple analysts, too, reacted negatively to Defendants’ disclosures
18 in the Q3 2025 Earnings Release and Call. For example, on November 11, 2025,
19 Barclays Research published a note stating that Beyond Meat’s “[p]rofits were
20 overall weaker than expected as [it] faced a significant non-cash impairment charge
21 of \$77.4mn related to certain long-lived assets” and that “[b]ottom line was a
22 significant miss due to the aforementioned one-time costs as well as a significant
23 increase in interest expense.” Similarly, the same day, Mizuho published a note
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1 stating that Beyond Meat’s “[r]esults confirmed a sizable impairment charge
2 (\$77MM) and Q4 revenue guided below consensus[, which] implies weaker yr/yr
3 growth vs. Q3 despite softer comp.” BTIG issued a similar note on November 12,
4 2025, stating, *inter alia*, that “we don’t have enough confidence the [Company’s]
5 business can return to sustainable, positive EBITDA” within the next two years, and
6 that Defendants’ “gross margin outlook has consistently been overly optimistic[.]”
7
8

9 62. As a result of Defendants’ wrongful acts and omissions, and the
10 precipitous decline in the market value of the Company’s securities, Plaintiff and
11 other Class members have suffered significant losses and damages.
12

13 SCIENTER ALLEGATIONS

14 63. During the Class Period, Defendants had both the motive and
15 opportunity to commit fraud. They also had actual knowledge of the misleading
16 nature of the statements they made, or acted in reckless disregard of the true
17 information known to them at the time. Indeed, at all relevant times, Defendants
18 repeatedly emphasized their efforts to optimize Beyond Meat’s operations,
19 including reducing operating expenses, expanding gross margin, and broadening
20 operational efficiencies to achieve their primary goal of achieving EBITDA-
21 positive operations by year-end 2026—efforts presumably requiring Defendants to
22 be highly attentive, at a granular level of detail, to the Company’s operational
23 performance and assets, including those assets’ performance and carrying value.
24 Defendants also made highly specific statements regarding these assets and
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1 attendant impairment charge risks in periodic financial reports filed with the SEC
2 and earnings releases and conference calls throughout the Class Period, as alleged
3 *supra*. As such, Defendants were undoubtedly aware of the true performance and
4 carrying value of Beyond Meat's long-lived assets, including the Company's
5 PP&E, operating lease ROU assets, and prepaid lease costs, at all relevant times.
6 Yet, throughout the Class Period, Defendants failed to disclose that they would
7 likely need to record those assets as significantly impaired. Accordingly,
8 Defendants participated in a scheme to defraud and committed acts, practices, and
9 participated in a course of business that operated as a fraud or deceit on purchasers
10 of the Company's securities during the Class Period.
11

12 **PLAINTIFF'S CLASS ACTION ALLEGATIONS**

13
14 64. Plaintiff brings this action as a class action pursuant to Federal Rule of
15 Civil Procedure 23(a) and (b)(3) on behalf of a Class, consisting of all those who
16 purchased or otherwise acquired Beyond Meat securities during the Class Period
17 (the "Class"); and were damaged upon the revelation of the alleged corrective
18 disclosures. Excluded from the Class are Defendants herein, the officers and
19 directors of the Company, at all relevant times, members of their immediate families
20 and their legal representatives, heirs, successors or assigns and any entity in which
21 Defendants have or had a controlling interest.
22

23
24 65. The members of the Class are so numerous that joinder of all members
25 is impracticable. Throughout the Class Period, Beyond Meat securities were
26

1 actively traded on the NASDAQ. While the exact number of Class members is
2 unknown to Plaintiff at this time and can be ascertained only through appropriate
3 discovery, Plaintiff believes that there are hundreds or thousands of members in the
4 proposed Class. Record owners and other members of the Class may be identified
5 from records maintained by Beyond Meat or its transfer agent and may be notified
6 of the pendency of this action by mail, using the form of notice similar to that
7 customarily used in securities class actions.
8

9
10 66. Plaintiff's claims are typical of the claims of the members of the Class
11 as all members of the Class are similarly affected by Defendants' wrongful conduct
12 in violation of federal law that is complained of herein.
13

14 67. Plaintiff will fairly and adequately protect the interests of the members
15 of the Class and has retained counsel competent and experienced in class and
16 securities litigation. Plaintiff has no interests antagonistic to or in conflict with
17 those of the Class.
18

19 68. Common questions of law and fact exist as to all members of the Class
20 and predominate over any questions solely affecting individual members of the
21 Class. Among the questions of law and fact common to the Class are:
22

- 23
- 24 • whether the federal securities laws were violated by Defendants' acts
25 as alleged herein;
 - 26 • whether statements made by Defendants to the investing public
27 during the Class Period misrepresented material facts about the
28 business, operations and management of Beyond Meat;

- whether the Individual Defendants caused Beyond Meat to issue false and misleading financial statements during the Class Period;
- whether Defendants acted knowingly or recklessly in issuing false and misleading financial statements;
- whether the prices of Beyond Meat securities during the Class Period were artificially inflated because of the Defendants' conduct complained of herein; and
- whether the members of the Class have sustained damages and, if so, what is the proper measure of damages.

69. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy since joinder of all members is impracticable. Furthermore, as the damages suffered by individual Class members may be relatively small, the expense and burden of individual litigation make it impossible for members of the Class to individually redress the wrongs done to them. There will be no difficulty in the management of this action as a class action.

70. Plaintiff will rely, in part, upon the presumption of reliance established by the fraud-on-the-market doctrine in that:

- Defendants made public misrepresentations or failed to disclose material facts during the Class Period;
- the omissions and misrepresentations were material;
- Beyond Meat securities are traded in an efficient market;
- the Company's shares were liquid and traded with moderate to heavy volume during the Class Period;

- the Company traded on the NASDAQ and was covered by multiple analysts;
- the misrepresentations and omissions alleged would tend to induce a reasonable investor to misjudge the value of the Company's securities; and
- Plaintiff and members of the Class purchased, acquired and/or sold Beyond Meat securities between the time the Defendants failed to disclose or misrepresented material facts and the time the true facts were disclosed, without knowledge of the omitted or misrepresented facts.

71. Based upon the foregoing, Plaintiff and the members of the Class are entitled to a presumption of reliance upon the integrity of the market.

72. Alternatively, Plaintiff and the members of the Class are entitled to the presumption of reliance established by the Supreme Court in *Affiliated Ute Citizens of the State of Utah v. United States*, 406 U.S. 128, 92 S. Ct. 2430 (1972), as Defendants omitted material information in their Class Period statements in violation of a duty to disclose such information, as detailed above.

COUNT I

(Violations of Section 10(b) of the Exchange Act and Rule 10b-5 Promulgated Thereunder Against All Defendants)

73. Plaintiff repeats and re-alleges each and every allegation contained above as if fully set forth herein.

74. This Count is asserted against Defendants and is based upon Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5 promulgated thereunder by the SEC.

1 75. During the Class Period, Defendants engaged in a plan, scheme,
2 conspiracy and course of conduct, pursuant to which they knowingly or recklessly
3 engaged in acts, transactions, practices and courses of business which operated as a
4 fraud and deceit upon Plaintiff and the other members of the Class; made various
5 untrue statements of material facts and omitted to state material facts necessary in
6 order to make the statements made, in light of the circumstances under which they
7 were made, not misleading; and employed devices, schemes and artifices to defraud
8 in connection with the purchase and sale of securities. Such scheme was intended
9 to, and, throughout the Class Period, did: (i) deceive the investing public, including
10 Plaintiff and other Class members, as alleged herein; (ii) artificially inflate and
11 maintain the market price of Beyond Meat securities; and (iii) cause Plaintiff and
12 other members of the Class to purchase or otherwise acquire Beyond Meat
13 securities at artificially inflated prices. In furtherance of this unlawful scheme, plan
14 and course of conduct, Defendants, and each of them, took the actions set forth
15 herein.
16

17 76. Pursuant to the above plan, scheme, conspiracy and course of conduct,
18 each of the Defendants participated directly or indirectly in the preparation and/or
19 issuance of the quarterly and annual reports, SEC filings, press releases and other
20 statements and documents described above, including statements made to securities
21 analysts and the media that were designed to influence the market for Beyond Meat
22 securities. Such reports, filings, releases and statements were materially false and
23

misleading in that they failed to disclose material adverse information and misrepresented the truth about Beyond Meat's finances and business prospects.

77. By virtue of their positions at Beyond Meat, Defendants had actual knowledge of the materially false and misleading statements and material omissions alleged herein and intended thereby to deceive Plaintiff and the other members of the Class, or, in the alternative, Defendants acted with reckless disregard for the truth in that they failed or refused to ascertain and disclose such facts as would reveal the materially false and misleading nature of the statements made, although such facts were readily available to Defendants. Said acts and omissions of Defendants were committed willfully or with reckless disregard for the truth. In addition, each Defendant knew or recklessly disregarded that material facts were being misrepresented or omitted as described above.

78. Information showing that Defendants acted knowingly or with reckless disregard for the truth is peculiarly within Defendants' knowledge and control. As the senior managers and/or directors of Beyond Meat, the Individual Defendants had knowledge of the details of Beyond Meat's internal affairs.

79. The Individual Defendants are liable both directly and indirectly for the wrongs complained of herein. Because of their positions of control and authority, the Individual Defendants were able to and did, directly or indirectly, control the content of the statements of Beyond Meat. As officers and/or directors of a publicly-held company, the Individual Defendants had a duty to disseminate

1 timely, accurate, and truthful information with respect to Beyond Meat's
2 businesses, operations, future financial condition and future prospects. As a result
3 of the dissemination of the aforementioned false and misleading reports, releases
4 and public statements, the market price of Beyond Meat securities was artificially
5 inflated throughout the Class Period. In ignorance of the adverse facts concerning
6 Beyond Meat's business and financial condition which were concealed by
7 Defendants, Plaintiff and the other members of the Class purchased or otherwise
8 acquired Beyond Meat securities at artificially inflated prices and relied upon the
9 price of the securities, the integrity of the market for the securities and/or upon
10 statements disseminated by Defendants, and were damaged thereby.

14 80. During the Class Period, Beyond Meat securities were traded on an
15 active and efficient market. Plaintiff and the other members of the Class, relying
16 on the materially false and misleading statements described herein, which the
17 Defendants made, issued or caused to be disseminated, or relying upon the integrity
18 of the market, purchased or otherwise acquired shares of Beyond Meat securities at
19 prices artificially inflated by Defendants' wrongful conduct. Had Plaintiff and the
20 other members of the Class known the truth, they would not have purchased or
21 otherwise acquired said securities, or would not have purchased or otherwise
22 acquired them at the inflated prices that were paid. At the time of the purchases
23 and/or acquisitions by Plaintiff and the Class, the true value of Beyond Meat
24 securities was substantially lower than the prices paid by Plaintiff and the other

1 members of the Class. The market price of Beyond Meat securities declined sharply
2 upon public disclosure of the facts alleged herein to the injury of Plaintiff and Class
3 members.
4

5 81. By reason of the conduct alleged herein, Defendants knowingly or
6 recklessly, directly or indirectly, have violated Section 10(b) of the Exchange Act
7 and Rule 10b-5 promulgated thereunder.
8

9 82. As a direct and proximate result of Defendants' wrongful conduct,
10 Plaintiff and the other members of the Class suffered damages in connection with
11 their respective purchases, acquisitions and sales of the Company's securities
12 during the Class Period, upon the disclosure that the Company had been
13 disseminating misrepresented financial statements to the investing public.
14
15

16 **COUNT II**

17 **(Violations of Section 20(a) of the Exchange Act Against the Individual** 18 **Defendants)**

19 83. Plaintiff repeats and re-alleges each and every allegation contained in
20 the foregoing paragraphs as if fully set forth herein.
21

22 84. During the Class Period, the Individual Defendants participated in the
23 operation and management of Beyond Meat, and conducted and participated,
24 directly and indirectly, in the conduct of Beyond Meat's business affairs. Because
25 of their senior positions, they knew the adverse non-public information about
26
27
28

Beyond Meat's misstatement of income and expenses and false financial statements.

85. As officers and/or directors of a publicly owned company, the Individual Defendants had a duty to disseminate accurate and truthful information with respect to Beyond Meat's financial condition and results of operations, and to correct promptly any public statements issued by Beyond Meat which had become materially false or misleading.

86. Because of their positions of control and authority as senior officers, the Individual Defendants were able to, and did, control the contents of the various reports, press releases and public filings which Beyond Meat disseminated in the marketplace during the Class Period concerning Beyond Meat's results of operations. Throughout the Class Period, the Individual Defendants exercised their power and authority to cause Beyond Meat to engage in the wrongful acts complained of herein. The Individual Defendants, therefore, were "controlling persons" of Beyond Meat within the meaning of Section 20(a) of the Exchange Act. In this capacity, they participated in the unlawful conduct alleged which artificially inflated the market price of Beyond Meat securities.

87. Each of the Individual Defendants, therefore, acted as a controlling person of Beyond Meat. By reason of their senior management positions and/or being directors of Beyond Meat, each of the Individual Defendants had the power to direct the actions of, and exercised the same to cause, Beyond Meat to engage in

1 the unlawful acts and conduct complained of herein. Each of the Individual
2 Defendants exercised control over the general operations of Beyond Meat and
3 possessed the power to control the specific activities which comprise the primary
4 violations about which Plaintiff and the other members of the Class complain.
5

6 88. By reason of the above conduct, the Individual Defendants are liable
7 pursuant to Section 20(a) of the Exchange Act for the violations committed by
8 Beyond Meat.
9

10 **PRAYER FOR RELIEF**
11

12 **WHEREFORE**, Plaintiff demands judgment against Defendants as follows:

13 A. Determining that the instant action may be maintained as a class action
14 under Rule 23 of the Federal Rules of Civil Procedure, and certifying Plaintiff as
15 the Class representative;
16

17 B. Requiring Defendants to pay damages sustained by Plaintiff and the
18 Class by reason of the acts and transactions alleged herein;
19

20 C. Awarding Plaintiff and the other members of the Class prejudgment
21 and post-judgment interest, as well as their reasonable attorneys' fees, expert fees
22 and other costs; and
23

24 D. Awarding such other and further relief as this Court may deem just and
25 proper.
26

27 **DEMAND FOR TRIAL BY JURY**
28

Plaintiff hereby demands a trial by jury.

Dated: January 23, 2026