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9 *Classes*

10 **UNITED STATES DISTRICT COURT**

11 **CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

12
13 MICHAEL CARTER, individually and
14 on behalf of all others similarly situated,

15 Plaintiff,

16 v.
17

18 PETE AND GERRY'S ORGANICS,
19 LLC,

20 Defendant.
21

Case No.

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

22 Plaintiff Michael Carter ("Plaintiff") individually, and on behalf of all others
23 similarly situated (the "Class" or "Classes"),¹ hereby brings this Class Action

24 ¹ As defined herein, Plaintiff brings class action claims on behalf of the following
25 classes: (1) the Nationwide Free Range Class; (2) the Nationwide Pasture Raised
26 Class; (3) the California Free Range Class; (4) the California Pasture Raised Class;
27 (5) the Multistate Free Range Class; and (6) the Multistate Pasture Raised Class
28 (referred to collectively as the "Class" or "Classes"). Members of the Classes are
referred to as the "Class Members."

Complaint against Defendant Pete and Gerry's Organics, LLC ("Defendant" or "Pete & Gerry's") and alleges the following based on personal knowledge as to himself, and as to all other matters, upon information and belief, including investigation conducted by his attorneys:

SUMMARY OF CLAIMS

1. This is a consumer protection class action arising out of Defendant's deceptive and misleading marketing and sale of Pete & Gerry's Free Range and Pasture Raised Eggs,² (collectively, the "**Egg Products**"). The Egg Products are uniformly marketed, labeled and sold to consumers as "Free Range" or "Pasture Raised," which, as detailed herein, is a far cry from the truth for the hens laying the Egg Products.

2. Rather, the hens laying the Egg Products are stocked in facilities where they are crammed and confined so closely together that a significant number of hens are incapable of gaining access to the outdoors and experience severe distress, trauma and illness.

3. No reasonable consumer would consider the Egg Products "Free Range" or "Pasture Raised" if they knew the hens supplying them were confined in such a restrictive manner that prevented a significant number of hens laying the Egg Products from exiting to roam outdoors freely in fields and pastures. They certainly do not expect the hens to be stuck inside warehouse-like facilities where they experience severe trauma.

² The Egg Products shall refer to the following Pete & Gerry's products and all substantially similar products in all egg sizes and carton sizes: (1) Pete & Gerry's Organic Free Range Eggs (18 count); (2) Pete & Gerry's Organic Free Range Eggs (12 count); (3) Pete & Gerry's Organic Free Range Eggs (6 count); (4) Pete & Gerry's Organic Pasture Raised Eggs (18 count); (5) Pete & Gerry's Organic Pasture Raised Eggs (12 count); (6) Pete & Gerry's Pasture Raised Eggs (18 count) and (7) Pete & Gerry's Pasture Raised Eggs (12 count).

4. Millions of reasonable consumers spend more money to buy eggs marketed as “Free Range” or “Pasture Raised” because they believe the eggs are produced by laying hens who are free to easily exit their enclosed facilities and to roam outside at will as opposed to eggs produced by laying hens in non-free range and non-pasture raised industrial-scale operations that intensively confine tens of thousands of hens indoors.

5. Pete & Gerry’s, a private equity-backed self-proclaimed “pioneer of the humanely raised egg,”³ is one of the largest sellers of eggs marketed as coming from “Free Range” and “Pasture Raised” laying hens. Specifically, Pete & Gerry’s sells at least seven different Egg Products, including (1) its organic “Free Range” egg products sold in 6 count, 12 count and 18 count cartons (“**Free Range Egg Products**”), and (2) its organic and non-organic “Pasture Raised” egg products, both of which are sold in 12 count and 18 count cartons (“**Pasture Raised Egg Products**”).⁴

6. Defendant employs a uniform deceptive marketing campaign through its Egg Product Packaging in order to gain the trust of reasonable consumers and persuade them to pay a premium for its Egg Products, which are intentionally marketed and sold as “Free Range” or “Pasture Raised” (“**Deceptive Egg Product Marketing**”).

7. **Free Range Egg Products:** Defendant affirmatively represents these Egg Products as “FREE RANGE,” which is uniformly displayed in all capital letters, in large font and in stark white, which stands out against a dark blue background, on the front and side labels of all Free Range Egg Products in all sizes (“**Free Range Claim**”) where it cannot be missed by consumers. Defendant also includes

³ *Our Story*, Pete and Gerry’s, <https://www.peteandgerrys.com/pages/our-story> (last visited June 23, 2026).

⁴ *Id.*

1 corroborative representations alongside the Free Range Claim such as its mission
 2 slogan, “healthy hens, healthy eggs, healthy planet,” and visual representations of
 3 hens in a spacious field many yards away from a barn, several feet away from other
 4 hens and even being hand-fed, as shown below:



13 8. **Pasture Raised Egg Products:** Defendant affirmatively represents
 14 these Egg Products as “PASTURE RAISED,” which is uniformly displayed in all
 15 capital letters, in large font and in a dark blue color to contrast against the yellow and
 16 light blue backgrounds, on the front and side labels of all Pasture Raised Egg Products
 17 in all sizes (“**Pasture Raised Claim**”) where it cannot be missed by consumers.
 18 Defendant goes even further to make absolutely clear to consumers what its Pasture
 19 Raised Claim means by including the precise square footage each laying hen is
 20 claimed to be given to roam. Each carton of Pasture Raised Egg Products uniformly
 21 reads, “ROOM to ROAM 108 SQ FT PER HEN.” Defendant also includes
 22 corroborative representations alongside the Pasture Raised Claim such as Defendant’s
 23 mission slogan, “healthy hens, healthy eggs, healthy planet,” and visual
 24 representations including hens roaming in open grassy fields with butterflies, many
 25 yards away from a barn and many feet away from other hens, as shown below:⁶

26 _____
 27 ⁵ *Id.*

28 ⁶ The Pasture Raised Eggs including both the Organic Pasture Raised Eggs and the

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9. These uniform representations Pete & Gerry's includes as a part of its Deceptive Egg Product Marketing are material to consumers who review them at the point of purchase and reasonably rely on them in deciding to purchase and pay a premium for the Egg Products.

non-organic Pasture Raised Eggs, contain identical and/or substantially similar marketing representations.

⁷ Pasture Raised Eggs, Pete and Gerry's, <https://www.peteandgerrys.com/products/pasture-raised-eggs> (last visited June 23, 2026).

⁸ Organic Pasture Raised Eggs, Pete and Gerry's <https://www.peteandgerrys.com/products/organic-pasture-raised-eggs> (last visited June 23, 2026).

10. Further, as a result of disseminating its Deceptive Egg Product Marketing over the course of multiple decades, Defendant garnered the trust of reasonable consumers as a reliable producer of Free Range and Pasture Raised egg products. Accordingly, reasonable consumers trust Defendant to truthfully market its Egg Products.

11. Despite Defendant's promises about its Egg Products, the hens producing those Egg Products are contained in facilities prohibiting them from gaining meaningful access to the outdoors as advertised as they are confined into overcrowded facilities, where they experience severe trauma as described above and below. Thus, Defendant's Egg Products are neither "Free Range" nor "Pasture Raised."

12. Indeed, the harsh reality is Defendant's Egg Products come from hens packed into facilities housing up to 20,000 hens at a time and with very little room to stretch their wings while confined to only 1.2 or 1.5 square feet of floor space each pursuant to Defendant's self-chosen and non-rigorous husbandry standards. Consequently, the hens are crammed in the building so tightly a significant number of them are unable to readily exit to roam outdoors freely in fields and pastures.

13. Moreover, on information and belief, and as permitted by their non-rigorous self-chosen husbandry standards, when temperatures fall below just 45 degrees or above 93 degrees Fahrenheit; whenever there is rain, snow or standing water; when hens "are laying their first eggs"; and during periods of increased Avian Influenza concern, Defendant's supplier facilities are closed and the hens do not have access to the outdoors. However, even in pleasant weather and under reasonable conditions, these hens' theoretical access to the outdoors is limited to, on information and belief, a mere six hours per day.

14. As part of his thorough investigation of his claims, Plaintiff conducted drone surveillance of two Pete & Gerry's supplier farms. In the first round of surveillance, over several hours during pleasant April weather, a total of **zero** laying

1 hens were seen outside the barn despite the small white exit doors being open as
 2 shown in the image from surveillance footage below with arrows next to the doors.



15. Upon information and belief, this is because even though the doors are
 open, laying hens inside are jam-packed so tightly together that they are prevented
 from moving through the small doors. Further, even if a laying hen escapes through
 the little doors, they certainly are unable to roam freely in fields and pastures as
 represented by Pete & Gerry's because their outdoor space is limited to a fenced-in
 and mostly barren area with a large unusable space in the middle due to a prominent
 tire path as demonstrated in the image above.

16. Furthermore, in May, Plaintiff conducted drone surveillance at a second
 Pete & Gerry's supplier farm and again, throughout the surveillance spanning
 approximately two hours and during pleasant weather, just a small number of hens
 exited the barn only to reach a drab, barren outdoor space with more prominent tire
 paths and very little grass as shown below.



17. Nowhere in Defendant’s marketing of the Egg Products does it disclose this material information—that its eggs are in fact derived from laying hens contained in overcrowded facilities prohibiting a significant number of them from gaining promised access to the outdoors. Indeed, Defendant intentionally conceals this information from consumers in order to protect its bottom line and sell more Egg Products.

18. But this case is not about two moments in time at two of Defendant’s supplier farms. Defendant—as the processor, marketer, and distributor of all Pete & Gerry’s Egg Products with exclusive access to information regarding the laying hens’ access to the outdoors and status as Free Range or Pasture Raised, including supplier farm applications, logbooks, accounts, inspections and reports—failed to implement the appropriate corporate controls to market and sell the Egg Products with the Deceptive Egg Product Marketing.

19. Meanwhile, reasonable consumers across the United States expect that Defendant would have the proper, company-wide practices in place to follow the explicit promises Defendant made to consumers regarding the laying hens claimed to be “Free Range” or “Pasture Raised” regardless of whether any particular hen who

1 yielded a particular Egg Product bought by Plaintiff specifically came from the Pete
2 & Gerry's supplier farms referenced herein. Consequently, Plaintiff and all consumers
3 reasonably expected the Egg Products to be "Free Range" or "Pasture Raised" as
4 represented.

5 20. Further, Defendant has achieved an annual revenue estimated by third
6 party sources to be well over \$450 million as a result of its deceptive, fraudulent,
7 unfair and unlawful conduct.⁹

8 21. Consumers—including Plaintiff and other Class Members as alleged
9 herein—would not have purchased the Egg Products on the same terms or for the
10 same price or would have paid significantly less for the Egg Products if they had
11 known Defendant did not live up to its material misrepresentations.

12 22. Therefore, Defendant's deceptive, fraudulent, unfair, and unlawful
13 conduct caused damage to Plaintiff and Class Members, violates consumer protection
14 laws and subjects Defendant to monetary penalties and equitable and injunctive
15 orders. Defendant must immediately cease its unlawful, deceptive, fraudulent, and
16 unfair business practices promising reasonable consumers eggs derived from "Free
17 Range" or "Pasture Raised" laying hens or otherwise immediately start treating the
18 hens as advertised.

19 23. Plaintiff, on behalf of himself and Class Members, seeks actual damages,
20 costs of suit, reasonable attorneys' fees and all other relief available under law and
21 equity from Defendant, including punitive damages for its appalling and
22 unconscionable misconduct over many years. Plaintiff also seeks class-wide
23

24 ⁹ Constanteyn Roelofs, *How Butterfly Equity Boosts Pete & Gerry's Organic Eggs*
25 *Success*, Marktlink Capital (Apr. 18, 2025),
26 <https://www.marktlinkcapital.com/en/references/paasspecial-pete-gerrys-organic-eggs-met-butterfly-equity#:~:text=within%20the%20organization.-,Strategy,excellent%20financial%20results%20for%20investors> (last visited June
27 23, 2026).
28

1 injunctive relief, including: (i) the implementation of a corrective advertising
2 campaign to alert consumers of the true nature of the Egg Products; (ii) treating the
3 hens as advertised and providing true Pasture Raised and Free Range conditions;
4 and/or (iii) a refund to all Class Members.

5 JURISDICTION AND VENUE

6 24. This Court has jurisdiction over the subject matter of this action pursuant
7 to 28 U.S.C. § 1332(d)(2) because the proposed Class has more than 100 members,
8 Plaintiff and Defendant are citizens of different states, and the amount in controversy
9 exceeds \$5,000,000.00, exclusive of interest and costs.

10 25. The Court has personal jurisdiction over Defendant because it conducts
11 business in California and a substantial portion of the events and omissions giving
12 rise to this action took place in California. By way of only one example supporting
13 the Court's personal jurisdiction over Defendant, it markets and sells thousands, if not
14 hundreds of thousands (or more), of eggs throughout California on a daily basis.
15 Plaintiff purchased eggs from Defendant in California. The deceptive practices,
16 misrepresentations and omissions alleged herein were contained on Defendant's
17 packaging and cartons of eggs sold on a daily basis to consumers throughout
18 California.

19 26. Venue is proper in California pursuant to 28 U.S.C. § 1391 because a
20 substantial part of the events and omissions giving rise to this action occurred in this
21 district, and because Defendant operates and conducts business in this district on a
22 regular and daily basis.

23 PARTIES

24 I. Plaintiff

25 27. Plaintiff Michael Carter is a citizen of California and at all relevant times
26 to this action resided in Huntington Beach, California.

27 28. Plaintiff has purchased Defendant's Egg Products regularly for several
28 years. Specifically, on April 11, 2026, Plaintiff purchased Defendant's Organic

1 Pasture Raised Egg Products (12 count) for approximately \$7.49 from Whole Foods
2 in Huntington Beach, California. In November 2025, Plaintiff purchased Defendant's
3 (non-organic) Pasture Raised Egg Products (12 count) for approximately \$9.69 from
4 Whole Foods in Huntington Beach, California. On May 16, 2026, Plaintiff purchased
5 Defendant's Organic Free Range Egg Products (18 count) for approximately \$10.40
6 from Whole Foods in Huntington Beach, California.

7 29. Prior to Plaintiff's purchases, he reviewed Pete & Gerry's Deceptive Egg
8 Product Marketing on each of the Egg Products' packaging, including the Free Range
9 Claim and the Pasture Raised Claim. He read and understood the distinctions between
10 the two Egg Products as detailed herein.

11 30. On the same packaging for both the Free Range and Pasture Raised Egg
12 Products, Defendant failed to disclose clearly and conspicuously the material fact that
13 the Egg Products were derived from hens contained in facilities prohibiting them from
14 gaining promised access to the outdoors.

15 31. Based on Pete & Gerry's Deceptive Egg Product Marketing, including
16 its intentional omissions of material information that the Egg Products were derived
17 from hens contained in facilities prohibiting them from gaining promised access to
18 the outdoors, Plaintiff reasonably believed his Free Range Egg Products were derived
19 from hens with the promised access to real grass, fresh air, and sunshine with
20 sufficient outdoor space to roam and forage. Further, Plaintiff reasonably believed his
21 Pasture Raised Egg Products were derived from hens with the promised outdoor
22 access and at least 108 square feet per bird as specifically represented on the carton
23 of the Pasture Raised Egg Products and as specifically and uniformly defined and/or
24 depicted in visual representations on the Egg Products' packaging. He did not
25 reasonably expect that the Egg Products were derived from hens contained in facilities
26 prohibiting them from gaining promised access to the outdoors.

27 32. Further, in reliance on Defendant's uniform Deceptive Egg Product
28 Marketing and material omissions that the Egg Products were derived from hens

1 contained in facilities prohibiting them from gaining promised access to the outdoors,
2 Plaintiff purchased the Egg Products and paid a premium price for them.

3 33. Had he known the truth, Plaintiff would not have purchased the Egg
4 Products on the same terms or for the same price or would have paid significantly less
5 for the Egg Products. Plaintiff would only consider purchasing Pete & Gerry's Egg
6 Products in the future if Defendant were to treat its hens in a manner consistent with
7 its advertising.

8 34. Plaintiff put Defendant on direct notice of his claims by certified letter
9 dated July 17, 2026.

10 **II. Defendant**

11 35. Pete & Gerry's Organics, LLC is a New Hampshire limited liability
12 company headquartered in Monroe, New Hampshire with a principal place of
13 business located at 140 Buffum Road, Monroe, NH, 03771. Pete & Gerry's processes,
14 markets, and sells its Egg Products to consumers nationwide and in the State of
15 California.

16 **COMMON FACTUAL ALLEGATIONS**

17 **I. Consumer Demand for Free Range and Pasture Raised Eggs**

18 36. Defendant is well aware that an ever-growing population of consumers
19 in the United States believes it is important that the food industry, including egg
20 sellers such as Pete & Gerry's, treat chickens and, specifically, laying hens,
21 humanely—with sufficient attention to their needs and natural behaviors, including
22 roaming freely outdoors, as Defendant has deceptively promised.

23 37. Defendant has capitalized on the knowledge that these consumers base
24 their purchasing decisions on their perceptions of animal welfare, including whether
25 the animals are afforded meaningful access to the outdoors, adequate space, and
26 freedom of movement. These consumers are willing to pay a premium for products,
27 including eggs, they believe come from animals who have access to the outdoors,
28

adequate space, and freedom of movement based on representations such as those included in Defendant's Deceptive Egg Product Marketing.

38. This is borne out by market research. Survey data consistently shows strong consumer concern for hen welfare. A 2022 international study found three-quarters of United States participants stated they care about hen welfare.¹⁰

39. Multiple consumer surveys found confinement practices in the egg and poultry industries are among the most widely disapproved-of forms of industrial animal agriculture. As early as 2013, a majority of surveyed consumers expressed that cramming hens into confined spaces worsened their welfare.¹¹ More recent surveys show these attitudes have only intensified. In a nationally representative 2025 study, confinement practices, including cramped conditions for birds, consistently rate as the most unacceptable animal agriculture practices in the United States.¹²

40. Producers in the egg and poultry industries, including Defendant, are well aware of these consumer expectations, their economic significance, and that more consumers are demanding Free Range and Pasture Raised egg product options. For instance, on January 28, 2025, in a statement made to Business Wire for the article titled "Pete & Gerry's Organics, LLC Acquires Farmer's Hen House to Meet Growing Demand for Premium Eggs," Tom Flocco, CEO of Pete & Gerry's, touted that egg products labeled as "Free Range" or "Pasture Raised," like Pete & Gerry's Egg

¹⁰ Michelle Sinclair *et al.*, *Consumer Attitudes Towards Egg Production Systems and Hen Welfare Across the World*, 3(995430) *Front. Anim. Sci.* 1-15 (2022), doi: 10.3389/fanim.2022.995430.

¹¹ Yan Heng, Hikaru Hanawa Peterson, & Xianghong Li, *Consumer Attitudes Toward Farm-Animal Welfare: The Case of Laying Hens*, 38(3) *Journal of Agricultural and Resource Economics* 418-434 (2013), <https://doi.org/10.22004/ag.econ.165936>.

¹² Andrea Polanco & Allison Troy, *Public Acceptability of Standard U.S. Animal Agriculture Practices*, Faunalytics (Nov. 26, 2025), <https://faunalytics.org/public-acceptability-of-standard-u-s-animal-agriculture-practices/>.

1 Products, “are rapidly gaining popularity” and also described them as “premium
2 options” within the egg market.¹³

3 41. Many millions of consumers are willing to pay more for products when
4 they believe those products come from Free Range or Pasture Raised hens and are
5 also willing to shop elsewhere when such options are not available. For example, a
6 2022 national survey of grocery shoppers found 68 percent of shoppers who
7 purchased eggs labeled “free-range” believed the label “indicated higher-welfare
8 production practices,” and 57 percent paid a premium based on that belief.¹⁴ In cases
9 such as “pasture-raised” eggs and “organic” chicken, at least three-quarters of
10 consumers purchasing those products did so because they believed the labels reflected
11 better animal welfare.¹⁵

12 42. These preferences do not stop at individual products but extend to where
13 consumers choose to shop. A national 2023 survey found 64 percent of Americans
14 are willing to switch supermarkets if their current store does not offer humane
15 alternatives to factory-farmed food.¹⁶

18 ¹³ *Pete & Gerry’s Organics, LLC Acquires Farmer’s Hen House to Meet Growing*
19 *Demand for Premium Eggs*, Business Wire (Jan. 28, 2025),
20 [https://www.businesswire.com/news/home/20250128270783/en/Pete-Gerrys-](https://www.businesswire.com/news/home/20250128270783/en/Pete-Gerrys-Organics-LLC-Acquires-Farmers-Hen-House-to-Meet-Growing-Demand-for-Premium-Eggs)
21 [Organics-LLC-Acquires-Farmers-Hen-House-to-Meet-Growing-Demand-for-](https://www.businesswire.com/news/home/20250128270783/en/Pete-Gerrys-Organics-LLC-Acquires-Farmers-Hen-House-to-Meet-Growing-Demand-for-Premium-Eggs)
[Premium-Eggs](https://www.businesswire.com/news/home/20250128270783/en/Pete-Gerrys-Organics-LLC-Acquires-Farmers-Hen-House-to-Meet-Growing-Demand-for-Premium-Eggs).

22 ¹⁴ Melissa Thibault et al., *Why Are They Buying It?: United States Consumers’*
23 *Intentions When Purchasing Meat, Eggs, with Welfare-Related Labels*, 7(12) Food
24 Ethics 1-23, doi: <https://doi.org/10.1007/s41055-022-00105-3>.

25 ¹⁵ *Id.*

26 ¹⁶ The American Society for the Prevention of Cruelty to Animals, *ASPCA Public*
27 *Opinion Survey on Purchasing Decisions in Supermarkets*,
28 https://www.aspca.org/sites/default/files/2023_supermarket_scorecard_survey_memo_0.pdf (last visited June 23, 2026).

43. Producers in the egg and poultry industries, including Defendant, are well aware of these consumer expectations and their economic significance. Indeed, Defendant bases its marketing decisions upon such knowledge, as evidenced by the Deceptive Egg Product Marketing, in order to capitalize on consumers' demand for Free Range and Pasture Raised eggs and maximize profits.

II. Defendant Capitalizes on Consumer Demand for Free Range and Pasture Raised Eggs

A. The Pete & Gerry's Brand Is Designed to Deceive Consumers

44. Pete & Gerry's is one of the largest egg product brands in the industry producing and selling organic Free Range and Pasture Raised eggs nationwide since approximately 2003.

45. Defendant owns not only the Pete & Gerry's brand, but also two other largely popular egg product lines—Nellie's Free Range and Farmer's Hen House—and has been reported to have an annual revenue estimated to be well over \$450 million.¹⁷

46. Defendant has worked very hard to convince consumers its Pete & Gerry's branded Egg Products are a cut above the rest when it comes to its "Free Range" or "Pasture Raised" qualities, for which it knows reasonable consumers will pay a premium.

47. Through highly sophisticated marketing and advertising, Defendant consistently misleads consumers about its Egg Products by making its leading role in

¹⁷ Constanteyn Roelofs, *How Butterfly Equity Boosts Pete & Gerry's Organic Eggs Success*, Marktlinc Capital (Apr. 18, 2025), <https://www.marktlincapital.com/en/references/paasspecial-pete-gerrys-organic-eggs-met-butterfly-equity#:~:text=within%20the%20organization,-Strategy,excellent%20financial%20results%20for%20investors> (last visited June 23, 2026).

1 the “Free Range” and “Pasture Raised” market a central component of its brand
2 image.

3 48. As part of its decades-long brand marketing, Pete & Gerry’s claims
4 consumers can count on its brand to deliver reliable egg products because it is
5 “[g]rounded and guided by [its] mission, Healthy Hens, Healthy Eggs, Healthy
6 Planet” and “stay[s] true to [its] roots every step of the way by keeping hen welfare,
7 connected communities and planet-friendly farming practices at the heart of all [it
8 does], so you can always believe in what you buy.”¹⁸ In other words, Defendant claims
9 to “squawk the squawk and walk the walk.”¹⁹

10 49. On Pete & Gerry’s website, www.peteandgerrys.com, under the “Our
11 Story” page, Defendant touts that it “pioneered the humanely raised egg category
12 nearly 30 years ago.”²⁰ Further, Defendant boasts about its leading role in the industry
13 claiming they “paved the way for better and are still doing it best. Today we
14 continuously raise our own bar for egg-cellence.”²¹

15 50. Moreover, on its website, Defendant boasts that it is well aware of
16 consumer demand for humanely raised hens and that it intentionally markets its Egg
17 Products with these claims to set them apart from the competition, stating “[w]ith the
18 complicated claims in the egg aisle, understanding what’s behind (and inside) each
19 carton has never been more important. Here’s what you need to know about the labels,
20 lifestyles, and farming practices that make the “good eggs” truly stand out.”²²

21 _____
22 ¹⁸ *Id.*

23 ¹⁹ *Our Story*, Pete and Gerry’s, <https://www.peteandgerrys.com/pages/our-story> (last
24 visited June 23, 2026).

25 ²⁰ *Id.*

26 ²¹ *Id.*

27 ²² *Our Hens*, Pete and Gerry’s, <https://www.peteandgerrys.com/pages/our-hens> (last
28 visited June 23, 2026).

Defendant then includes a “HEN LIFESTYLE GUIDE,” detailed further below, depicting hens happily trotting about green pastures, directly next to depictions of distinct caged hens and cage-free hens, that it describes as “CONFINED to crowded cages. INDOORS for life” and having “Crowded INDOORS, but not confined to cages,”²³ when, in reality, its own hens are actually confined in crowded indoor spaces. Distinct from the caged and cage-free hens, on this webpage, Pete & Gerry’s boasts that “For free-range and pasture-raised hens, every day on pasture is an opportunity to forage naturally. They scratch for seeds, peck at greens, and snack on bugs, creating richer yolks and stronger shells.”²⁴ As detailed herein, this is of course untrue for Pete & Gerry’s Egg Products.

51. As a result of Defendant’s decades-long marketing scheme, consumers recognize the Pete & Gerry’s brand as a reliable source for eggs, including the Egg Products at issue. Consequently, consumers reasonably rely on and trust Defendant to produce the “Free Range” and “Pasture Raised” Egg Products as advertised.

B. Defendant’s Deceptive Egg Product Marketing

52. Defendant carefully crafted a uniform, pervasive Deceptive Egg Product Marketing campaign, which includes the material Free Range and Pasture Raised Claims on the Egg Products’ packaging made directly to consumers as well as Defendant’s material omissions concealing the Egg Products are laid by hens contained in facilities making it prohibitively difficult for them to gain meaningful access to the outdoors.

53. Defendant disseminated its Deceptive Egg Product Marketing to its consumers nationwide in a uniform manner on the Egg Products’ packaging. Defendant further corroborates its packaging claims with additional misrepresentations posted throughout Pete & Gerry’s website, on social media, and

²³ *Id.*

²⁴ *Id.*

1 through other advertising venues, confirming exactly what it wants consumers to
2 believe from its packaging claims.

3 54. Defendant sells the Egg Products with its Deceptive Egg Product
4 Marketing directly to consumers through its storefront on Amazon.com, the Pete &
5 Gerry's Store, and through a variety of major authorized retailers including brick-and-
6 mortar grocery stores such as Whole Foods Market, Publix, Walmart, Target, The
7 Fresh Market, Sprouts Farmers Market, Kroger, Safeway, Ralphs, Fred Meyer, and
8 Albertsons, as well as smaller stores and community food co-ops. Defendant also sells
9 the Egg Products through online retailers including Walmart.com and Target.com.

10 55. **Free Range Egg Products:** As a part of its Deceptive Egg Product
11 Marketing, Defendant includes and prominently displays its Free Range Claim on the
12 packaging of all Free Range Egg Products, which is uniformly displayed in all capital
13 letters on the front and side labels of all Free Range Egg Products in all sizes, where
14 it cannot be missed by consumers.

15 56. Further, Defendant includes the Free Range Claim alongside additional
16 statements on the packaging that corroborate and reinforce the Free Range Claim,
17 including Defendant's mission slogan, "healthy hens, healthy eggs, healthy planet" as
18 well as visual representations of hens in a spacious field many yards away from a
19 barn, several feet away from other hens, and even being hand-fed," shown below:



25

25 *Organic Free Range Eggs*, Pete and Gerry's, <https://www.peteandgerrys.com/products/organic-free-range-eggs> (last visited June 23, 2026).

57. **Pasture Raised Egg Products:** Defendant prominently displays its Pasture Raised Claim on the packaging of all Pasture Raised Egg Products, which is uniformly displayed in all capital letters on the front and side labels of all Pasture Raised Egg Products in all sizes, where it cannot be missed by consumers.

58. Defendant goes even further to make absolutely clear to consumers what its Pasture Raised Claim means by including the precise square footage each laying hen is claimed to be given to roam. Each carton of Pasture Raised Egg Products uniformly reads, “ROOM to ROAM 108 SQ FT PER HEN.” As with its Free Range Egg Products, Defendant includes corroborative representations alongside the Pasture Raised Claim such as Defendant’s mission slogan “healthy hens, healthy eggs, healthy planet” as well as visual representations of hens in a spacious field many yards away from a barn, several feet away from other hens, and even being hand-fed.” Even more, on the label for Pete & Gerry’s Pasture Raised Eggs (nonorganic), Defendant includes the representation “under sunny skies with room to roam, forage, and explore.”

59. Defendant’s marketing does not stop there as it also chooses to display visual representations on the Pasture Raised Egg Products including hens roaming in open grassy fields with butterflies—many yards away from a barn and many feet away from other hens, as shown below:



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²⁶ *Pasture Raised Eggs*, Pete and Gerry’s, <https://www.peteandgerrys.com/products/pasture-raised-eggs> (last visited June 23, 2026).



27

60. Defendant's representations on the Egg Products packaging are further corroborated by representations throughout Pete & Gerry's website.

61. The Egg Product webpages reiterate the packaging information, promising the hens laying Pasture Raised eggs are "raised with the freedom to roam and forage on expansive pasture,"²⁸ and "raised on spacious pasture with room to roam and forage" with "108 square feet of outdoor access per hen,"²⁹ and that the hens laying Free Range eggs are "raised with room to roam and forage,"³⁰

62. Similarly, the "Our Hens" page promises the laying hens are freely roaming about serene pastures, setting its eggs apart from the competitors' "complicated claims in the egg aisle":³¹

²⁷ *Organic Pasture Raised Eggs*, Pete and Gerry's, <https://www.peteandgerrys.com/products/organic-pasture-raised-eggs> (last visited June 23, 2026).

²⁸ *Pasture Raised Eggs*, Pete and Gerry's, <https://www.peteandgerrys.com/products/pasture-raised-eggs> (last visited June 23, 2026).

²⁹ *Organic Pasture Raised Eggs*, Pete and Gerry's, <https://www.peteandgerrys.com/products/organic-pasture-raised-eggs> (last visited June 23, 2026).

³⁰ *Id.*

³¹ *Our Hens*, Pete and Gerry's, <https://www.peteandgerrys.com/pages/our-hens> (last visited June 23, 2026).



LET'S TALK EGGUCATION

Learn the truth behind every carton - and why it matters

When hens have room to roam, get fresh air and sunshine, and eat a wholesome diet, it shows in every shell and yolk. For generations, Pete & Gerry's and Nellie's Free Range have cared for hens the right way: on independent family farms with access to the outdoors where they can express their natural behaviors and produce exceptional eggs.

With the complicated claims in the egg aisle, understanding what's behind (and inside) each carton has never been more important. Here's what you need to know about the labels, lifestyles, and farming practices that make the "good eggs" truly stand out.

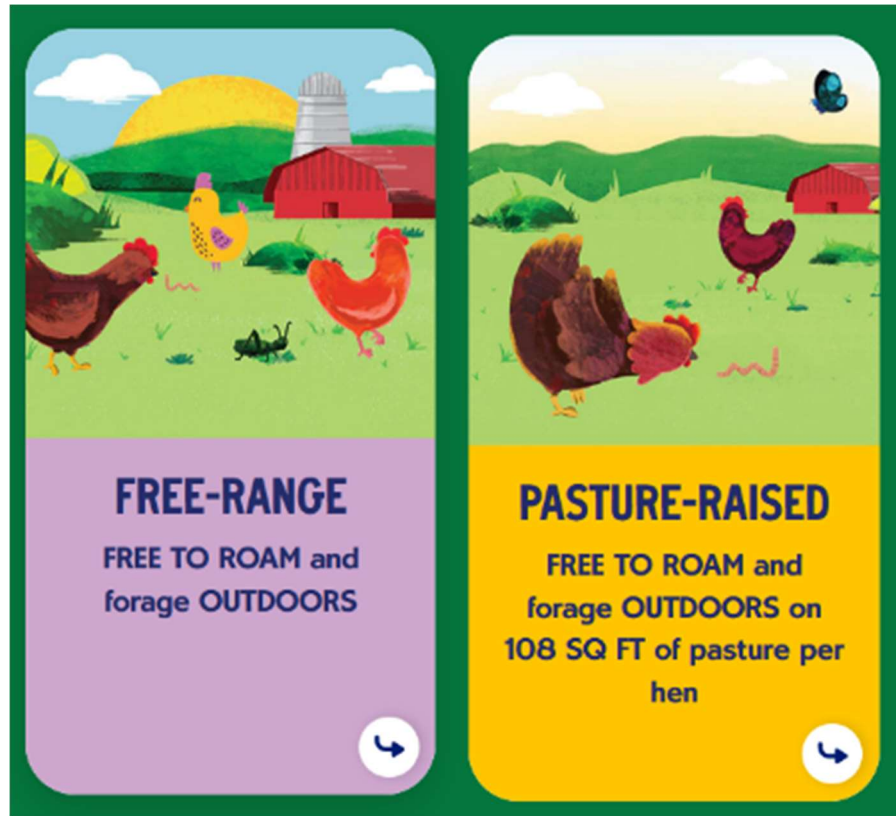
63. Even more, on the FAQ page,³² Defendant promises its Free Range hens are "free to roam outside as they please with a minimum of 2 square feet per hen of pasture" and its Pasture Raised hens "roam freely on expansive green pastures with 108 spacious square feet of outdoor space per hen. They can exhibit natural hen behaviors like perching, dust bathing, socializing with friends, foraging for juicy worms, and soaking up the sunshine."³³

64. Defendant has an entire webpage dedicated to "EGGUCATION" wherein it repeats what it means by "Pasture Raised" and "Free Range." On this webpage, Defendant reinforces the consumer trust it has been developing for decades by touting its purported commitment to transparency. It claims that, "[w]ith the complicated claims in the egg aisle, understanding what's behind (and inside) each carton has never been more important. Here's what you need to know about the labels, lifestyles, and farming practices that make the "good eggs" truly stand out."³⁴ As shown in the below image, Defendant includes digital notecards for each claim:

³² *FAQs*, Pete and Gerry's, <https://www.peteandgerrys.com/pages/faq> (last visited June 23, 2026).

³³ *Id.*

³⁴ *Our Hens*, Pete and Gerry's, <https://www.peteandgerrys.com/pages/our-hens> (last visited June 23, 2026).



65. When consumers click on the “Free Range” card, they are informed that Pete & Gerry’s means “[f]ree-range hens have access to the outdoors: real grass, fresh air, and sunshine. Each hen gets at least two square feet of outdoor space to roam and forage.”

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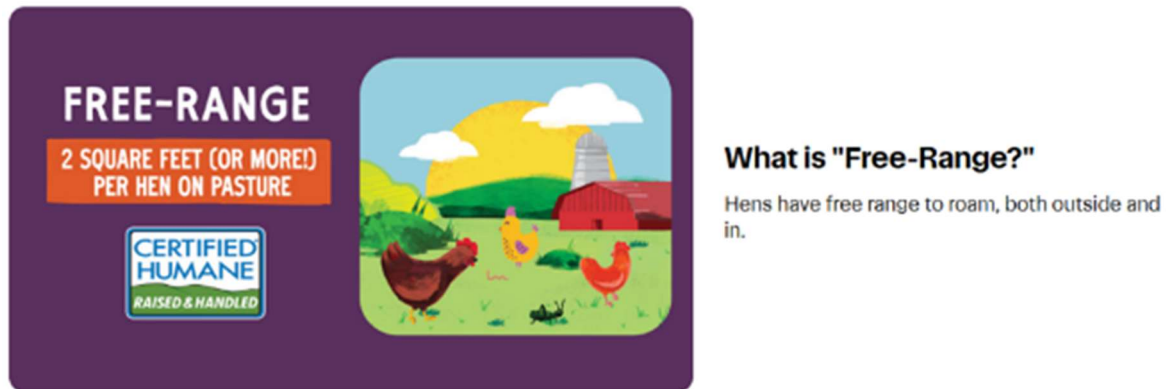
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66. This representation is repeated on Instacart, which is accessible by a direct link in several places on the Pete & Gerry's website as shown below:



67. When consumers click the “Pasture Raised” card on the “Our Hens” page, they view Defendant’s repeated statement clarifying what it means by Pasture Raised in stating “[p]asture raised hens enjoy expansive outdoor access, with at least

³⁵ *Id.*

³⁶ *Where to Buy*, Pete and Gerry’s, <https://www.peteandgerrys.com/pages/store-locator> (last visited June 23, 2026).

1 108 square feet per bird, where they can roam, forage, and explore as nature
2 intended.”



37

68. Defendant further clarifies its intended interpretation by specifying repeatedly on its website “every hen” is able to roam freely on a “daily” basis. For example:



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69. In sharp contrast to the Free Range and Pasture Raised hens, the digital notecards and information included therewith for the “Caged” and “Cage Free” hens

³⁷ *Our Hens*, Pete and Gerry’s, <https://www.peteandgerrys.com/pages/our-hens> (last visited June 23, 2026).

³⁸ *Pete and Gerry’s*, <https://www.peteandgerrys.com/> (last visited June 23, 2026).

1 reveals that the “Caged” and “Cage Free” hens are not actually roaming outdoors and
 2 are instead, “confined to crowded cages” or “crowded indoors.”³⁹



70. Specifically, the “Cage Free” digital card reveals that, according to
 Defendant, “Cage Free” hens “don’t have access to the outdoors” and “spend their
 entire lives inside large barns where they can move around more [than “Caged” hens]
 but rarely, if ever, experience fresh air, sunlight or open spaces” as shown in the
 screenshot below:⁴⁰

³⁹ *Our Hens*, Pete and Gerry’s, <https://www.peteandgerrys.com/pages/our-hens> (last visited June 23, 2026).

⁴⁰ *Id.*



71. Defendant touts that "[w]e see ["Cage Free"] as an industry baseline" and "far from a natural lifestyle."⁴¹ However, as detailed herein, a reasonable consumer would find Defendant's Egg Products in line with its "Cage Free" baseline.

72. Likewise, advertisements disseminated by Defendant prominently feature hens roaming freely outdoors and routinely deliver the explicit message that "chickens roam outside in sun and nature"—as exemplified by the following recent video advertisement on YouTube in which this line is delivered by a cartoon worm:

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⁴¹ *Id.*



Pete & Gerry's | "Eggs As Nature Intended" :30 V1



Pete & Gerry's
1.91K subscribers

Subscribe



Like



Share



Ask



42

73. Whether buying in the store or online, reasonable consumers cannot miss the name of the Egg Products, which includes uniformly Defendant's Deceptive Egg Product Marketing in making their purchase.

74. Plaintiff and Class Members reasonably understood Defendant's Deceptive Egg Product Marketing to mean Pete & Gerry's "Free Range" Egg Products are derived from hens with the promised access to real grass, fresh air, and sunshine with sufficient outdoor space to roam and forage. Further, they reasonably understood Pete & Gerry's "Pasture Raised" Egg Products to be derived from hens with expansive outdoor access and at least 108 square feet per bird as specifically represented on the carton of the Pasture Raised Egg Products and as specifically and uniformly defined and/or depicted in visual representations on the Egg Products'

⁴² Pete and Gerry's, "Eggs As Nature Intended":30 V1, YouTube (Nov. 4, 2024), <https://www.youtube.com/watch?v=d5aR1eoCnrM> (last visited June 23, 2026).

1 packaging. Consumers did not reasonably expect that Egg Products come from hens
2 contained in cramped facilities without meaningful access to the outdoors.

3 75. Defendant's representations in its Deceptive Egg Product Marketing
4 were material to consumers who relied on them at the point of purchase.

5 **III. Contrary to Defendant's Deceptive Egg Product Marketing, The Egg**
6 **Products Are Not Free Range Nor Pasture Raised Because They Are**
7 **Laid By Hens Crammed in Facilities Lacking the Promised Access to**
8 **the Outdoors**

9 76. Defendant's efforts to convince consumers that it sells Egg Products
10 derived from hens who have meaningful access to the outdoors is deceptive. Instead
11 of space to stretch, flap their wings, forage, dust bathe, and enjoy functional social
12 interactions, the hens who lay Defendant's Egg Products are confined in facilities in
13 cramped stressful environments lacking meaningful access to the outdoors or to
14 sunlight even when not closed completely due to purported safety concerns and mildly
15 cold or inclement weather.

16 77. Defendant was and continues to be keenly aware based on its specialized
17 and exclusive knowledge and position that it sells Egg Products, which are not derived
18 from hens with meaningful access to the outdoors as advertised. However, at no time
19 did Defendant disclose this information to consumers.

20 **A. The Egg Products Come from Hens Crammed Tightly Indoors**

21 78. Once they can produce eggs, laying hens are sent to Defendant's supplier
22 farms. On information and belief, at many of these farms, approximately 20,000 hens
23 are crammed together in a single shed and are limited to only 1.2 or 1.5 square feet of
24 floor space each, if that, required by Defendant's self-chosen and non-rigorous
25 husbandry standards:
26
27
28

E 19: Stocking density**The floor space allowances do not include nests/nest boxes and elevated perches.****The non-elevated perches that are integrated into perforated floors are part of the floor space.**

One of the following conditions must be met:

- a. In a single level, all-litter house, a minimum of 1.5 sq. ft. (0.14 sq. m) per hen must be allocated to allow normal behavior and dilute the feces.
- b. In a house with litter and a raised slatted area, with feeders, drinkers, and perching/roosting areas over a droppings pit/belt, to where hens must not access, the minimum space allowance is 1.2 sq. ft. (0.11 sq. m) per hen.
- c. In a multi-tier house with feeders and drinkers on overhead perches/platforms, and in which the overhead perches/platforms provide sufficient space for at least 55% of the hens to perch (considering 15cm/hen of linear perch space)l minimum of 1 sq. ft. (0.09 sq. m) of available space per hen must be provided.
- d. In Pasture Raised systems providing mobile housing with fully perforated flooring, the minimum indoor space requirement is 1 sq. ft. (0.09 sq. m) per hen.

79. Confinement to such restricted space is entirely contrary to Defendant's Deceptive Egg Product Marketing and actively harms hens. Importantly, stocking hens in this manner prevents hens from performing many natural behaviors, such as extending their wings, stretching their necks to forage, moving about, dust bathing, or properly roosting and resting.⁴³ Inability to perform these activities causes distress, trauma and illness.⁴⁴

80. Defendant's use and condoning of these practices is deceptive, unfair, and unlawful in light of its Deceptive Egg Product Marketing made prominently on each carton of Pete & Gerry's Egg Products and throughout its advertising—that, unlike other egg sellers, Defendant provides laying hens sufficient space to roam freely.

⁴³ Ali Kiani, *Effects of Group Sizing on Behavior, Welfare, and Productivity of Poultry*, 12(1) J. World Poult. Res. 52-68, 56 (2022), doi: <https://dx.doi.org/10.36380/jwpr.2022.7>.

⁴⁴ *Id.* at 53.

B. A Significant Number of Pete & Gerry's Laying Hens Never See the Outdoors

81. Notably, a significant number of the hens kept by Defendant's supplier farms never access the outdoor space featured so prominently on its cartons of eggs.

82. On information and belief, and as permitted by their non-rigorous self-chosen husbandry standards, Defendant's facilities are closed whenever temperatures fall below 45 degrees or above 93 degrees Fahrenheit; whenever there is rain, snow, or standing water; when hens "are laying their first eggs"; and during periods of increased Avian Influenza concern. Even in pleasant weather, these hatches are open, on information and belief, only six hours a day.

83. Defendant's intended purpose behind these restrictions is to prevent hens from laying eggs outdoors. Hens who have been properly selected for specific climate conditions would typically be undeterred from venturing outdoors in all but the most extreme weather.

84. But even when Defendant's facilities are ostensibly open to the outdoors, Defendant's practice of encouraging its supplier farms to cram so many hens inside prevents a significant number of these hens from experiencing promised access to the outdoors. Specifically, these conditions prevent these hens from engaging in functional social dynamics and means that hens who are far away from outdoor access points cannot access them without pushing past many thousands of other frantic hens, who may be more socially dominant—and so many of these hens do not actually access the outdoors.

85. This reality is corroborated by surveillance footage revealing that, over several hours at two of Defendant's supplier farms, very few to no laying hens actually used the available outdoor spaces.

86. Specifically, in April 2026, as part of Plaintiff's thorough pre-suit investigation into his claims, surveillance footage was captured at a Pete & Gerry's supplier farm from approximately 9:30 a.m. to 2:00 p.m., during a day that conformed

1 to conditions that, per Defendant's disclosures, should result in its supplier farms
2 permitting hens to have outdoor access. Yet during this surveillance, not a single
3 laying hen exited the barn despite the exit doors being open, as shown in the images
4 from surveillance footage below.



87. Upon information and belief, this is because even though the small white
exit doors are open, as shown in the zoomed in image from the surveillance footage
below, the laying hens inside are so cramped and packed together that they are
prevented from moving through the small doors to go outside.

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88. Further, even if a laying hen escapes outside through the small doors, they would certainly not be roaming freely in fields and pastures as represented by Pete & Gerry's because their outdoor space is limited to a fenced-in and barren area with a large unusable space in the middle due to a prominent tire path—suggesting vehicles regularly use it—as shown in the images from surveillance footage below:

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89. Even worse, on the opposite side of the barn, the laying hens' outdoor space is limited to a narrow dirt area with no grass and again with a prominent tire path as shown in the images from surveillance footage below:

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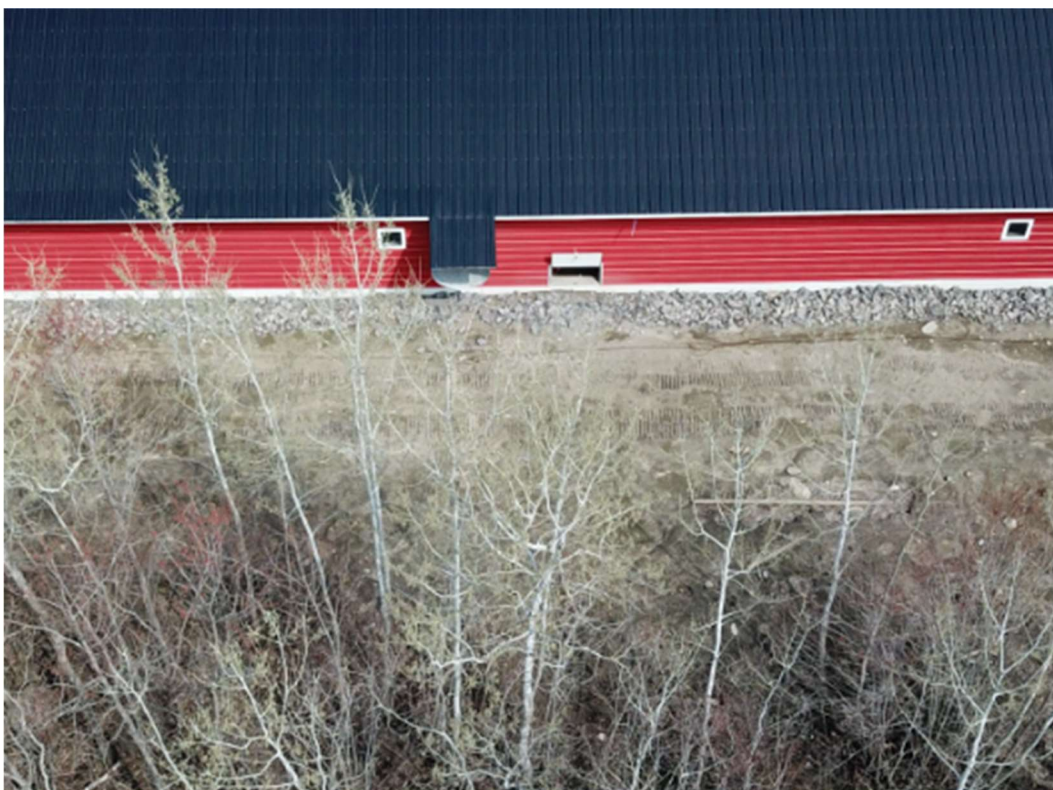
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PEARSON WARSHAW, LLP
15165 VENTURA BOULEVARD, SUITE 400
SHERMAN OAKS, CALIFORNIA 91403





90. This is, on information and belief, representative. For example, in May, Plaintiff conducted additional drone surveillance at a second Pete & Gerry's supplier farm housing (on information and belief) approximately 20,000 laying hens. Contrary to Defendant's marketing promises, the outdoor area at this Pete & Gerry's supplier farm is similarly scarred by prominent tire paths and has very little grass as shown in the images from surveillance footage below.



91. Again, the mid-day surveillance of this second Pete & Gerry's supplier farm, which lasted two hours during pleasant weather, showed only a small number of hens exiting the barn—mostly gathering in the rock-strewn space immediately outside of the doors—only to reach the drab, mostly-barren outdoor space as shown in the images from the surveillance footage below.

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PEARSON WARSHAW, LLP
15165 VENTURA BOULEVARD, SUITE 400
SHERMAN OAKS, CALIFORNIA 91403







92. As a result of the conditions Defendant encourages and condones at its supplier farms, a significant number of laying hens will never access these exits and so will never see or feel grass, soil, fresh air, or sunlight. For these hens, the distance and crowd of hens it would be necessary to push through to get outdoors acts as a prohibitive deterrent.

93. The overcrowding Defendant forces on these hens exacerbates the problem. Because the hens learn to aggressively protect their tiny spaces, any hen attempting to reach outdoor space risk attacks from other hens.⁴⁵

94. The limitations Defendant imposes on outdoor access cannot be justified for welfare reasons or even for reasons of commercial necessity. For instance, there

⁴⁵ Kiani, *supra* n.42, at 58-59.

1 are welfare standards promulgated within the niche premium egg industry that are
 2 more stringent than those self-chosen by Defendant, but that on information and belief
 3 are known and readily available to it, that would require all laying hens to be afforded
 4 space to turn around, fly, run, stretch and flap their wings, and otherwise fulfill their
 5 behavioral needs without touching other hens—and to move around freely. Likewise,
 6 more stringent welfare standards than those self-chosen by Defendant, but that on
 7 information and belief are known and readily available to it, would require farms to
 8 not limit outdoor access for laying hens unless absolutely necessary to avoid things
 9 like extreme weather emergencies such as wildfires and overnight predator protection.
 10 Defendant eschews these alternatives and instead chooses to confine laying hens in a
 11 manner that deprives a significant number of them of the promised access to the
 12 outdoors.

13 95. Plaintiff believes Defendant’s use and condoning of these practices is
 14 unfair, unlawful and fraudulent in light of its Deceptive Egg Product Marketing—
 15 made prominently on each carton of Pete & Gerry’s Egg Products and throughout its
 16 advertising—that, unlike other egg sellers, they provide sufficient space to roam
 17 freely and the ability to freely venture into outdoor space.

18 **C. Pete & Gerry’s Is Keenly Aware That A Significant Number of Its**
 19 **Laying Hens Never See the Outdoors**

20 96. At all relevant times, Defendant knew or reasonably should have known
 21 that the Egg Products, which they marketed and sold, were in fact not “Free Range”
 22 and “Pasture Raised” as promised.

23 97. This is because Defendant has exclusive access to knowledge and
 24 information regarding the laying hens’ access to the outdoors and status as Free Range
 25 or Pasture Raised, including supplier farm applications, logbooks, accounts,
 26 inspections and reports.

1 98. Indeed, Defendant touts that its supplier farms are regularly overseen and
2 inspected for compliance with its programs and policies as related to its Egg Products’
3 Free Range or Pasture Raised qualities.⁴⁶

4 99. As Pete & Gerry’s contends, “... we have a great relationship with each
5 partner farmer to ensure that our high standards of holistic, hands-on hen care are
6 never compromised.”⁴⁷ Even further, Defendant requires all Pete & Gerry’s supplier
7 farmers keep records regarding “decisions and any exceptions to normal outdoor
8 access” such that Pete & Gerry’s “farm team can review each week.”⁴⁸

9 100. Therefore, Defendant had exclusive access to and reviewed or should
10 have reasonably reviewed specific records kept by its supplier farms tracking the
11 laying hens’ access, and lack thereof, to the outdoors.

12 **IV. Pete & Gerry’s Lacks the Basic Policies or Oversight Justifying its**
13 **Prominent Material Deceptive Egg Marketing**

14 101. Despite its bold promises, Defendant has failed to implement the
15 appropriate corporate controls for its supplier farms to lawfully market and sell the
16 Egg Products with the Deceptive Egg Product Marketing.

17 102. Defendant, as the processor, marketer, and distributor of all Pete &
18 Gerry’s Egg Products, should have implemented the necessary policies and
19 procedures to ensure compliance with its own marketing promises.

20 103. As a result of Defendant’s Deceptive Egg Product Marketing, reasonable
21 consumers including Plaintiff and the members of the Class he seeks to represent
22

23 ⁴⁶ *6 Simple Ways to Verify Truly Organic Eggs at the Store*, Pete and Gerry’s,
24 <https://www.peteandgerrys.com/blogs/field-notes/6-simple-ways-to-verify-truly-organic-eggs-at-the-store> (last visited June 23, 2026).

25 ⁴⁷ *Getting the Girls Outside | Our Outdoor Access Policy*, Pete and Gerry’s,
26 <https://www.peteandgerrys.com/blogs/field-notes/hens-go-outside-policy> (last
27 visited June 23, 2026).

28 ⁴⁸ *Id.*

1 expected that Defendant would have the proper, company-wide, practices in place to
2 comply with the specific and material promises Defendant made to consumers
3 regarding the laying hens claimed to be “Free Range” or “Pasture Raised” regardless
4 of whether any particular hen who yielded a particular Egg Product bought by Plaintiff
5 specifically came from the Pete & Gerry’s supplier farms referenced herein.

6 104. However, as described herein, Defendant failed to implement, maintain,
7 and/or enforce proper policies and procedures with regard to oversight of its supplier
8 farms resulting in a significant number of hens not having meaningful access to the
9 outdoors contrary to Defendant’s Deceptive Egg Product Marketing.

10 105. In summary, for the reasons stated herein, Defendant represents through
11 its Deceptive Egg Product Marketing that its Egg Products are sourced from supplier
12 farms with hens that have meaningful access to the outdoors, and Defendant has the
13 proper policies and procedures in place at its supplier farms to ensure compliance with
14 its marketing promises. However, as detailed herein, Defendant failed to make good
15 on its promises as its Egg Products are not derived from “Free Range” or “Pasture
16 Raised” hens but rather from hens at supplier farms who do not have meaningful
17 access to the outdoors. No reasonable consumer would deem the Egg Products “Free
18 Range” or “Pasture Raised” if they knew Defendant failed to implement appropriate
19 husbandry standards at its supplier farms that allow the promised outdoor access for
20 the laying hens. Consequently, Plaintiff and Class members paid a premium for the
21 Egg Products due to Defendant’s Deceptive Egg Product Marketing and were
22 damaged as a result.

23 **RULE 9(B) ALLEGATIONS**

24 ***(Affirmative and By Omission)***

25 106. Although Defendant is in the best position to know what content it placed
26 in its marketing materials during the relevant timeframe and the knowledge regarding
27 the Egg Products’ true nature and Defendant’s failure to disclose it, to the extent
28

1 necessary, Plaintiff satisfies the requirements of Rule 9(b) by alleging the following
2 facts with particularity:

3 107. **Who:** Defendant made the material affirmative representations and
4 omissions of fact through its Deceptive Egg Product Marketing regarding the true
5 nature of the Egg Products and their status as “Free Range” and “Pasture Raised.”
6 Defendant made these representations and omissions on the Egg Products’ packaging,
7 Defendant’s website and marketing materials, in written and electronic form.

8 108. **What:** Defendant’s conduct here was, and continues to be, fraudulent
9 because it misrepresented the Egg Products while omitting and concealing they are
10 not in fact derived from “Free Range” and “Pasture Raised” hens as promised.
11 Defendant knew, or should have known, this information is material to reasonable
12 consumers, including Plaintiff and the Class, in making their purchasing decisions.
13 However, Defendant omitted any warning that Egg Products are derived from hens
14 without promised access to the outdoors such that they are incapable of producing
15 eggs labeled as “Free Range” and “Pasture Raised.”

16 109. **When:** Defendant made its material affirmative representations and
17 omissions of fact through its Deceptive Egg Product Marketing, detailed herein,
18 during the class period and prior to and at the point of sale, leaving Plaintiff and the
19 Class unaware of the true nature of the Egg Products.

20 110. **Where:** Defendant’s material affirmative representations and omissions
21 of fact were made on the Egg Products’ labeling, packaging and marketing materials,
22 on its website and through its social media and authorized retailers, in written and
23 electronic form.

24 111. **How:** Defendant made material affirmative representations and
25 omissions of fact regarding the true nature of the Egg Products and their “Free Range”
26 and “Pasture Raised” qualities, in written and electronic form including visual
27 representations directly on the Egg Products’ packaging, company website, and
28 through authorized retailers.

112. **Why:** Defendant engaged in its Deceptive Egg Product Marketing including its affirmative representations and omissions of fact for the express purpose of inducing Plaintiff and the Class to purchase the Egg Products, the effect of which was that Defendant profited by selling the Egg Products to many thousands of consumers.

113. **Injury:** Plaintiff and the Class purchased, or paid more for, the Egg Products when they otherwise would not have absent Defendant's Deceptive Egg Product Marketing. Consumers continue to suffer economic harm because the Egg Products are still sold with Defendant's deceptive and misleading representations and material omissions throughout the United States including the State of California.

TOLLING ALLEGATIONS

Discovery Rule

114. Plaintiff and Class Members did not discover and could not have discovered through reasonable diligence that Egg Products they purchased were not as promised—were not derived from “Free Range” and “Pasture Raised” hens—within the time-period of any applicable statutes of limitation. There is no evidence that Plaintiff was aware that Egg Products were not derived from “Free Range” and “Pasture Raised” hens.

115. Defendant concealed and misrepresented that its Egg Products were not derived from “Free Range” and “Pasture Raised” hens as promised. Plaintiff and other Class Members could not have reasonably discovered and could not have known of facts that would have caused a reasonable person to suspect that Defendant knowingly failed to disclose material information within its knowledge about its Egg Products.

116. As such, no potentially relevant statute of limitations should be applied.

Fraudulent Concealment

117. Any applicable statutes of limitation have been tolled by Defendant's knowing, active and ongoing concealment and denial of the facts throughout the time period relevant to this action as alleged herein.

1 118. Defendant was and is under a continuous duty to disclose to Plaintiff and
2 the Class the true character, quality and nature of the Egg Products, namely their status
3 as “Free Range” and “Pasture Raised.”

4 119. At all relevant times, Defendant knowingly, affirmatively and actively
5 misrepresented and concealed the true character, quality and nature of the Egg
6 Products and sold the Egg Products into the stream of commerce with Deceptive Egg
7 Product Marketing including the affirmative representations and material omissions
8 detailed herein. As a result, neither Plaintiff nor the other Class Members could have
9 discovered the true character, quality and nature of the Egg Products, even upon
10 reasonable exercise of due diligence.

11 120. Throughout the Class Period, at all relevant times, Defendant knew that
12 the Egg Products, which they marketed and sold, were in fact not “Free Range” and
13 “Pasture Raised” as promised.

14 121. Defendant’s actual knowledge of the true nature of the Egg Products is
15 evidenced by, among other things, Defendant’s management of its supplier farms,
16 manufacture and sale of the Egg Products. Despite this knowledge, Defendant failed
17 to disclose and instead concealed material information from Plaintiff and other Class
18 Members, even though, at any point in time, it could have disclosed this material
19 information.

20 122. Instead, Defendant continued to market the Egg Products as “Free
21 Range” and “Pasture Raised.” The purpose of this concealment was to continue to
22 profit from the sale of its popular Egg Products and to prevent Plaintiff and other
23 Class Members from seeking redress.

24 123. Plaintiff and the other Class Members justifiably relied on Defendant to
25 disclose the true nature of the Egg Products they purchased.

26 124. Any applicable statute of limitations has been tolled by Defendant’s
27 knowledge, active concealment and denial of the facts alleged herein, which is
28 ongoing.

Estoppel

125. Defendant was and is under a continuing duty to disclose to Plaintiff and the Class the true character, quality and nature of the Egg Products, namely their status as “Free Range” and “Pasture Raised.”

126. Defendant knowingly, affirmatively and actively concealed the true character, quality and nature of the Egg Products. Defendant knew of the true nature of the Egg Products and actively concealed it from reasonable consumers. Plaintiff and the Class reasonably relied on Defendant’s Deceptive Egg Product Marketing.

127. For these reasons, Defendant is estopped from relying on any statute of limitations in defense of this action.

128. Additionally, Defendant is estopped from raising any defense of laches due to its own conduct as alleged herein.

CLASS ALLEGATIONS

129. Plaintiff seeks redress in his individual capacity and on behalf of a Class consisting of similarly situated consumers for the following classes.

130. Pursuant to Fed. R. Civ. P. 23(a) and (b)(2), (b)(3), or (c)(4), Plaintiff seeks Class certification of a “Nationwide Free Range Class” defined as follows: During the fullest period allowed by law, all individuals in the United States who purchased Pete & Gerry’s Free Range Egg Products for personal use and not for resale.

131. Pursuant to Fed. R. Civ. P. 23(a) and (b)(2), (b)(3), or (c)(4), Plaintiff seeks Class certification of a “Nationwide Pasture Raised Class” defined as follows: During the fullest period allowed by law, all individuals in the United States who purchased Pete & Gerry’s Pasture Raised Egg Products for personal use and not for resale.

132. Pursuant to Fed. R. Civ. P. 23(a) and (b)(2), (b)(3), or (c)(4), Plaintiff seeks Class certification of a “California Free Range Class” defined as follows:

1 During the fullest period allowed by law, all individuals in the State of California who
2 purchased Pete & Gerry's Free Range Egg Products for personal use and not for
3 resale.

4 133. Pursuant to Fed. R. Civ. P. 23(a) and (b)(2), (b)(3), or (c)(4), Plaintiff
5 seeks Class certification of a "California Pasture Raised Class" defined as follows:

6 During the fullest period allowed by law, all individuals in the State of California who
7 purchased Pete & Gerry's Pasture Raised Egg Products for personal use and not for
8 resale.

9 134. Pursuant to Fed. R. Civ. P. 23(a) and (b)(2), (b)(3), or (c)(4), Plaintiff
10 seeks Class certification of a "Multi-state Consumer Protection Free Range Class"
11 defined as follows:

12 During the fullest period allowed by law, all individuals in the State of California or
13 any state with similar laws⁴⁹ who purchased Pete & Gerry's Free Range Egg Products
14 for personal use and not for resale.

15 135. Pursuant to Fed. R. Civ. P. 23(a) and (b)(2), (b)(3), or (c)(4), Plaintiff
16 seeks Class certification of a "Multi-state Consumer Protection Pasture Raised Class"
17 defined as follows:

18
19
20
21
22 _____
23 ⁴⁹ While discovery may alter the following, Plaintiff asserts that the other states with
24 similar consumer fraud laws under the facts of this case include, but are not limited
25 to: California (Cal. Civ. Code §§ 1750, *et seq.*), (Cal. Bus. & Prof. Code §§ 17200, *et*
26 *seq.*), and (Cal. Bus. & Prof. Code §§ 17500, *et seq.*); Florida (Fla. Stat. §§ 501.201,
27 *et seq.*); Illinois (815 Ill. Comp. Stat. §§ 505/1, *et seq.*); Massachusetts (Mass. Gen.
28 Laws Ch. 93A, *et seq.*); Michigan (Mich. Comp. Laws §§ 445.901, *et seq.*); Minnesota
(Minn. Stat. §§ 325F.67, *et seq.*); Missouri (Mo. Rev. Stat. §§ 407.010, *et seq.*); New
Jersey (N.J. Stat. §§ 56:8-1, *et seq.*); New York (N.Y. Gen. Bus. Law §§ 349, *et seq.*);
and Washington (Wash. Rev. Code §§ 19.86.010, *et seq.*).

1 During the fullest period allowed by law, all individuals in the State of California or
2 any state with similar laws⁵⁰ who purchased Pete & Gerry's Pasture Raised Egg
3 Products for personal use and not for resale.

4 136. Plaintiff reserves the right to amend or modify the Class definition with
5 greater specificity or subclass divisions after discovery.

6 137. Excluded from the Classes are: (i) any judge presiding over this action
7 and their family members; (ii) Defendant, its subsidiaries, successors, or any entity in
8 which Pete & Gerry's or its parent companies may have a controlling interest,
9 Defendant's current or former employees, officers, or directors; (iii) persons that
10 properly exclude themselves from the Class; and (iv) the legal representatives,
11 successors, or assignees of any properly excluded persons.

12 138. **Numerosity.** Class Members are so numerous and geographically
13 dispersed that joinder of all Class Members is impracticable. While the exact number
14 of Class members is unknown because such information is in the exclusive control of
15 Defendant and retailers that sell the Egg Products, upon information and belief, there
16 are thousands, if not hundreds of thousands or more, of putative Class Members.

17 139. **Commonality.** There are questions of law and fact common to Plaintiff
18 and the Classes that predominate over any questions affecting only individual Class
19 Members. These common questions of law and fact include, *inter alia*:

- 20 a. Whether Defendant's representations and omissions in its Deceptive Egg
- 21 Product Marketing were misleading or deceptive;
- 22 b. Whether Defendant omitted or failed to disclose material information to
- 23 Plaintiff and Class Members regarding the Egg Products;
- 24 c. Whether Defendant's conduct was unfair or illegal;
- 25 d. Whether Plaintiff and Class Members suffered economic injury;
- 26 e. Whether Defendant's conduct violates public policy;

27 _____
28 ⁵⁰ *Id.*

- f. Whether Plaintiff and Class Members suffered an ascertainable loss of monies or property or other value as a result of Defendant's acts and omissions of material facts;
- g. Whether Defendant was unjustly enriched at the expense of Plaintiff and Class Members in connection with selling the Egg Products;
- h. Whether Plaintiff and Class Members are entitled to monetary damages and, if so, the nature of such relief; and
- i. Whether Plaintiff and Class Members are entitled to injunctive, declaratory, or other equitable relief including attorneys' fees and costs.

140. **Typicality.** Plaintiff's claims are typical of the claims of the Class. Plaintiff and Class Members were exposed and subjected to Defendant's uniform practices and policies surrounding its representations to the public that it provides eggs from hens who are "Free Range" and "Pasture Raised" as advertised, that has resulted in, and will continue to cause, irreparable harm but for immediate action by the Court.

141. **Adequacy of Representation.** Plaintiff will fairly and adequately represent and protect the interests of the Class members. Plaintiff's counsel are competent and experienced in litigating class actions.

142. **Superiority of Class Action.** A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all of the Class members is impracticable. Furthermore, the adjudication of this controversy through a class action will avoid the possibility of inconsistent and potentially conflicting adjudication of the asserted claims. There will be no difficulty in the management of this action as a class action.

143. **Injunctive and Declaratory Relief.** Defendant's practices are uniform as to all Class members. Defendant has acted or refused to act on grounds that apply generally to the Class, so that final injunctive or declaratory relief is appropriate with respect to the Class as a whole. Plaintiff and members of the Classes are entitled to

equitable relief as no adequate remedy at law exists. Injunctive relief is necessary to prevent Defendant from continuing to engage in the unfair, fraudulent and/or unlawful conduct described herein and to prevent future harm— none of which can be achieved through available legal remedies (such as monetary damages to compensate past harm). Further, injunctive relief, in the form of removing Defendant’s “Free Range” and “Pasture Raised” marketing is necessary to dispel the public misperception about the Products that has resulted from years of Defendant’s unfair, fraudulent and unlawful marketing efforts. An injunction requiring removal of the claim will prevent the ongoing deception and repeat purchases based thereon. It is also not available through a legal remedy (such as monetary damages). In addition, injunctive relief is necessary because discovery and Plaintiff’s investigation have not yet completed. Moreover, because the court has not yet certified any class, the following remains unknown: the scope of the class, the identities of its members, their respective purchasing practices, prices of past/future Product sales and quantities of past/future Product sales.

CAUSES OF ACTION

COUNT I

Violation of the California Consumers Legal Remedies Act (“CLRA”)

Civil Code §§ 1750, *et seq.*

(By Plaintiff, individually, and on behalf of the California Free Range Class and California Pasture Raised Class)

144. Plaintiff, individually, and on behalf of the members of the California Free Range Class and California Pasture Raised Class, realleges paragraphs 1 through 143 as if fully set forth herein.

145. For the purposes of this Count, the California Free Range Class and California Pasture Raised Class shall be referred to as the “Classes.”

146. This cause of action is brought pursuant to the Consumers Legal Remedies Act (“CLRA”), California Civil Code §§ 1750, *et seq.*

1 147. Plaintiff and the Classes are “consumers,” as the term is defined by
2 California Civil Code § 1761(d).

3 148. Plaintiff, members of the Classes, and Defendant have engaged in
4 “transactions” as that term is defined by California Civil Code § 1761(e).

5 149. The conduct alleged in this Complaint constitutes unfair methods of
6 competition and unfair and deceptive acts and practices for the purpose of the CLRA,
7 and the conduct was undertaken by Defendant in transactions intended to result in,
8 and which did result in, the sale of goods to consumers.

9 150. As more fully alleged above, Defendant has violated the CLRA through
10 its Deceptive Egg Product Marketing by deceptively and misleadingly representing
11 to Plaintiff and members of the Classes that the Free Range Egg Products and Pasture
12 Raised Egg Products are derived from “Free Range” and “Pasture Raised” laying
13 hens, respectively, when they are not.

14 151. These uniform and pervasive representations were made through
15 Defendant’s Deceptive Egg Product Marketing campaign, including on the Egg
16 Products’ packaging materials, the websites of Defendant and its authorized retailers,
17 and other promotional materials.

18 152. As described herein, prior to and after distributing the Egg Products into
19 the consumer marketplace, Defendant knew that the Egg Products were not as
20 advertised. Specifically, Defendant knew that it sold and sells Egg Products not
21 derived from “Free Range” and “Pasture Raised” hens as promised. However,
22 Defendant omitted this material information from consumers in its marketing of the
23 Egg Product. Nonetheless, Defendant, through its Deceptive Egg Product Marketing
24 detailed herein, continued to sell the Egg Products in order to increase its own profits,
25 and garner market share.

26 153. As a result of engaging in such conduct, Defendant has violated
27 California Civil Code §§ 1770(a)(5), (a)(7), and (a)(9).
28

1 154. Defendant's Deceptive Egg Product Marketing, detailed herein and
2 including the Free Range and Pasture Raised Claims, was likely to deceive, and did
3 deceive, Plaintiff and reasonable consumers. Defendant knew, or should have known,
4 through the exercise of reasonable care, that its affirmative statements in its Deceptive
5 Egg Product Marketing were inaccurate and misleading.

6 155. Defendant's Deceptive Egg Product Marketing was knowing and
7 intended to induce reliance, and Plaintiff saw, read, and reasonably relied on
8 Defendant's Deceptive Egg Product Marketing including the Free Range and Pasture
9 Raised Claims when purchasing the Free Range and Pasture Raised Egg Products.
10 Defendant's misrepresentations in its Deceptive Egg Product Marketing were a
11 substantial factor in Plaintiff's purchase decision.

12 156. In addition, class-wide reliance can be inferred because Defendant's
13 misrepresentations were material, i.e., a reasonable consumer would consider them
14 important in deciding whether to buy the Egg Products.

15 157. Defendant's misrepresentations were a substantial factor and proximate
16 cause in causing damages and losses to Plaintiff and members of the Classes.

17 158. Plaintiff and members of the Classes were injured as a direct and
18 proximate result of Defendant's Deceptive Egg Product Marketing because (1) they
19 would not have purchased the Egg Products on the same terms or for the same price
20 or would have paid significantly less for the Egg Products, if they had known that the
21 Egg Products were not "Free Range" or "Pasture Raised" as promised; and (2) they
22 overpaid for the Egg Products because the Products are sold at a price premium due
23 to Defendant's misrepresentations.

24 159. Accordingly, Plaintiff, on behalf of himself and all other members of the
25 Classes, seeks to enjoin the unlawful acts and practices described herein.

26 160. Defendant engaged in conduct that had the tendency or capacity to
27 deceive or confuse reasonable consumers. With respect to restitution under the CLRA
28

1 claim, Plaintiff alleges in the alternative that he lacks an adequate remedy at law for
2 the reasons already alleged above.

3 161. As a result of Defendant's misconduct, Plaintiff and other Class members
4 have suffered monetary harm.

5 162. Plaintiff seeks all relief available under this cause of action except
6 damages.

7 163. Pursuant to § 1782(a) of the CLRA, Plaintiff's counsel notified
8 Defendant in writing by certified mail of the particular violations of § 1770 of the
9 CLRA on July 17, 2026, and demanded that it rectify the problems associated with
10 the actions detailed above and give notice to all affected consumers of Defendant's
11 intent to act.

12 164. Pursuant to Cal. Civ. Code § 1780(d), a declaration of venue is attached
13 to this Complaint.

14 **COUNT II**
15 **Violation of California's False Advertising Law**
16 **Cal. Bus. & Prof. Code §§ 17500, et seq.**
17 ***(By Plaintiff, individually, and on behalf of the California Free Range Class and***
18 ***California Pasture Raised Class)***

19 165. Plaintiff, individually, and on behalf of members of the California Free
20 Range Class and California Pasture Raised Class, realleges paragraphs 1 through 143
21 as if fully set forth herein.

22 166. For the purposes of this Count, the California Free Range Class and
23 California Pasture Raised Class shall be referred to as the "Classes."

24 167. Defendant's acts and practices, namely, its Deceptive Egg Product
25 Marketing as described above, have deceived and are likely to continue to deceive
26 members of the Classes and the public.

27 168. As more fully alleged above, Defendant, through its Deceptive Egg
28 Product Marketing, deceptively and misleadingly represented to Plaintiff and
members of the Classes that the Free Range Egg Products and Pasture Raised Egg

1 Products are derived from “Free Range” and “Pasture Raised” laying hens,
2 respectively, when they are not.

3 169. As described herein, prior to and after distributing the Egg Products into
4 the consumer marketplace, Defendant knew that the Egg Products were not as
5 advertised. Specifically, Defendant knew that it sold and sells Egg Products not
6 derived from “Free Range” and “Pasture Raised” hens as promised. Nonetheless,
7 Defendant, through its Deceptive Egg Product Marketing detailed herein, continued
8 to sell the Egg Products in order to increase its own profits, and garner market share.

9 170. By its actions, Defendant disseminated its uniform Deceptive Egg
10 Product Marketing on the packaging and labeling of the Egg Products, and in its multi-
11 media marketing, to and across California. The advertising was, by its very nature,
12 unfair, deceptive, untrue and misleading within the meaning of Cal. Bus. & Prof. Code
13 §§ 17500, *et seq.* Such advertisements were intended to – and likely did – deceive the
14 consuming public.

15 171. In making and disseminating its Deceptive Egg Product Marketing,
16 Defendant knew or reasonably should have known, that its marketing was untrue and
17 misleading in violation of California law. Plaintiff and members of the Classes based
18 their purchasing decisions on Defendant’s Deceptive Egg Product Marketing,
19 including the Free Range and Pasture Raised Claims. Plaintiff and members of the
20 Classes were injured and lost money as a result.

21 172. Defendant’s Deceptive Egg Product Marketing, including
22 misrepresentations and material omissions detailed herein, constitutes false,
23 deceptive, and misleading advertising, and therefore, constitutes a violation of Cal.
24 Bus. & Prof. Code §§ 17500, *et seq.*

25 173. As a result of Defendant’s wrongful conduct, Plaintiff and members of
26 the Classes lost money in an amount to be proven at trial. Plaintiff and members of
27 the Classes are therefore entitled to restitution as appropriate for this cause of action.

28

COUNT III
Violation of the California's Unfair Competition Act
Cal. Bus. & Prof. Code § 17200, et seq.

(By Plaintiff, individually, and on behalf of the California Free Range Class and California Pasture Raised Class)

174. Plaintiff, individually, and on behalf of members of the California Free Range Class and California Pasture Raised Class, realleges paragraphs 1 through 143 as if fully set forth herein.

175. For the purposes of this Count, the California Free Range Class and California Pasture Raised Class shall be referred to as the “Classes.”

176. California Business and Professions Code § 17200 prohibits “any unlawful, unfair, or fraudulent business act or practice.” For the reasons discussed above, Defendant has engaged in unlawful, unfair, and fraudulent business acts or practices in violation of California Business and Professions Code § 17200.

177. As detailed above, through its Deceptive Egg Product Marketing, Defendant made deceptive and misleading statements to Plaintiff and members of the Classes regarding the Egg Products in its Deceptive Egg Product Marketing. These uniform and pervasive representations were made through Defendant’s Deceptive Egg Product Marketing campaign, including on the Egg Products’ packaging materials, the websites of Defendant and its authorized retailers, and other promotional materials.

178. As described herein, prior to and after distributing the Egg Products into the consumer marketplace, Defendant knew that the Egg Products were not as advertised. Specifically, Defendant knew that it sold and sells Egg Products not derived from “Free Range” and “Pasture Raised” hens as promised. However, Defendant omitted this material information from consumers in its marketing of the Egg Product. Nonetheless, Defendant, through its Deceptive Egg Product Marketing detailed herein, continued to sell the Egg Products in order to increase its own profits, and garner market share.

179. Defendant has violated the UCL by engaging in unlawful business practices by violating the CLRA, Cal. Civ. Code §§ 1770 (a)(5), (a)(7), and (a)(9), by violating California’s False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.*, by violating California’s Business and Professional Code § 17580.5, and by violating the common law by, *inter alia*, making false, deceptive and misleading representations in its Deceptive Egg Product Marketing concerning the Egg Products “Free Range” or “Pasture Raised” qualities and retaining the unlawfully obtained benefit therefrom. Plaintiff reserves the right to allege additional violations of law which constitute other unlawful business acts or practices.

180. Defendant has also violated the UCL’s prohibition on unfair business practices because its conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such conduct.

181. There were reasonably available alternatives to further Defendant’s legitimate business interest other than by engaging in the conduct described above.

182. Defendant has further violated the UCL’s prohibition on fraudulent business practices by making knowingly, or that which Defendant reasonably should know, false, deceptive and misleading representations about its Egg Products which were likely to deceive the consuming public within the meaning of Bus. & Prof. Code § 17200.

183. Plaintiff and members of the Classes suffered a substantial injury by virtue of buying Egg Products they would not have purchased for the same price or on the same terms or would have paid significantly less absent Defendant’s unlawful, unfair and fraudulent marketing and advertising about the capability of their Egg Products.

184. There is no benefit to consumers or competition from Defendant’s marketing detailed herein claiming that the Egg Products were “Free Range” or “Pasture Raised” when they were not.

185. Plaintiff and members of the Classes had no way of reasonably knowing that the Egg Products they purchased were not marketed, packaged, or labeled accurately. Thus, they could not have reasonably avoided the injury each of them suffered.

186. The gravity of the consequences of Defendant's conduct as described herein outweighs any justification, motive, or reason therefore, particularly considering the available legal alternatives which exist in the marketplace. Such conduct is immoral, unethical, unscrupulous, offends established public policy, or is substantially injurious to Plaintiff and the members of the Classes.

187. Plaintiff seeks all available relief under the UCL.

COUNT IV

Violation of the State Consumer Protection Statutes (On Behalf of Plaintiff, individually, and the Multi-State Consumer Protection Free Range Class and Multi-State Consumer Protection Pasture Raised Class)

188. Plaintiff, individually, and on behalf of the members of the Multi-State Consumer Protection Free Range Class and Multi-State Consumer Protection Pasture Raised Class, realleges paragraphs 1 through 143 as if fully set forth herein.

189. For the purposes of this Count, the Multi-State Consumer Protection Free Range Class and Multi-State Consumer Protection Pasture Raised Class, shall be referred to as the "Classes."

190. Plaintiff and members of the Classes have been injured as a result of Defendant's violations of the state consumer protection statutes listed above in footnote 48, which also provide a basis for redress to Plaintiff and members of the Classes based on Defendant's fraudulent, deceptive, unfair and unconscionable acts, practices and conduct.

191. As alleged more fully above, Defendant, through its Deceptive Egg Product Marketing, deceptively and misleadingly represented to Plaintiff and members of the Classes that the Free Range Egg Products and Pasture Raised Egg

1 Products are derived from “Free Range” and “Pasture Raised” laying hens,
2 respectively, when they are not.

3 192. These uniform and pervasive representations were made through
4 Defendant’s Deceptive Egg Product Marketing campaign, including on the Egg
5 Products’ packaging materials, the websites of Defendant and its authorized retailers,
6 and other promotional materials.

7 193. As described herein, prior to and after distributing the Egg Products into
8 the consumer marketplace, Defendant knew that the Egg Products were not as
9 advertised. Specifically, Defendant knew that it sold and sells Egg Products not
10 derived from “Free Range” and “Pasture Raised” hens as promised. However,
11 Defendant omitted this material information from consumers in its marketing of the
12 Egg Product. Nonetheless, Defendant, through its Deceptive Egg Product Marketing
13 detailed herein, continued to sell the Egg Products in the United States in order to
14 increase its own profits, and garner market share.

15 194. Defendant’s conduct as alleged herein violates the consumer protection,
16 unfair trade practices and deceptive acts laws of each of the jurisdictions
17 encompassing the Classes.

18 195. Defendant violated the Multi-State Consumer Protection Classes states’
19 unfair and deceptive acts and practices laws by misrepresenting, omitting, concealing
20 and failing to disclose material facts regarding the Egg Product including that it sold
21 and sells Egg Products not derived from “Free Range” and “Pasture Raised” hens as
22 promised.

23 196. Defendant’s misrepresentations and omissions were material to
24 Plaintiff’s and members of the Classes’ decision to purchase the Egg Products or pay
25 a premium for them.

26 197. Defendant made its untrue and/or deceptive and misleading statements
27 and representations willfully, wantonly and with reckless disregard for the truth.
28

198. As a result of Defendant's Deceptive Egg Product Marketing and violations of the aforementioned states' unfair and deceptive practices laws, Plaintiff and members of the Classes paid a premium for the Egg Products.

199. Pursuant to the aforementioned states' unfair and deceptive practices laws, Plaintiff and members of the Classes are entitled to recover compensatory damages, restitution, punitive and special damages including but not limited to treble damages, reasonable attorneys' fees and costs and other injunctive or declaratory relief as deemed appropriate or permitted pursuant to the relevant law.

COUNT V

Common Law Fraud

(On Behalf of Plaintiff, individually, and the Nationwide Free Range Class and Nationwide Pasture Raised Class and alternatively, the California Free Range Class and the California Pasture Raised Class)

200. Plaintiff, individually, and on behalf of the members of the Nationwide Free Range Class and Nationwide Pasture Raised Class and alternatively, the California Free Range Class and California Pasture Raised Class, realleges paragraphs 1 through 143 as if fully set forth herein.

201. For the purposes of this Count, the Nationwide Free Range Class and Nationwide Pasture Raised Class and alternatively, the California Free Range Class and California Pasture Raised Class, shall be referred to as the "Classes."

202. Defendant's conduct here was and continues to be fraudulent because, among other things, Defendant's actions, including its Deceptive Egg Product Marketing, have deceived and continue to deceive consumers into believing Egg Products are derived from "Free Range" or "Pasture Raised" hens when they are not.

203. Defendant knowingly, willfully, fraudulently and/or recklessly concealed and suppressed material facts regarding the Egg Products.

204. As alleged more fully above, Defendant, through its Deceptive Egg Product Marketing, deceptively and misleadingly represented to Plaintiff and members of the Classes that the Free Range Egg Products and Pasture Raised Egg

1 Products are derived from “Free Range” and “Pasture Raised” laying hens,
2 respectively, when they are not.

3 205. Defendant knew or should have known of the true nature of the Egg
4 Products but failed to disclose it prior to or at the time it sold the Egg Products to
5 consumers.

6 206. As detailed above, Defendant made deceptive and misleading statements
7 to Plaintiff and members of the Classes regarding the Egg Products in its Deceptive
8 Egg Product Marketing. These uniform and pervasive representations were made
9 through Defendant’s Deceptive Egg Product Marketing campaign, including on the
10 Egg Products’ packaging materials, the websites of Defendant and its authorized
11 retailers, and other promotional materials.

12 207. As described herein, prior to and after distributing the Egg Products into
13 the consumer marketplace, Defendant knew that it sold and sells Egg Products not
14 derived from “Free Range” and “Pasture Raised” hens as promised. Nonetheless,
15 Defendant, through the Deceptive Egg Product Marketing, continued to sell the Egg
16 Products in order to increase its own profits.

17 208. Defendant’s Deceptive Egg Product Marketing induced reasonable
18 consumers, including Plaintiff and members of the Class, into believing that the Egg
19 Products were derived from “Free Range” and “Pasture Raised” hens, but in fact,
20 Defendant’s representations, as detailed herein, were deceptive and misleading
21 because it sold and sells Egg Products not derived from “Free Range” and “Pasture
22 Raised” hens.

23 209. Defendant knew its representations about the Egg Products were
24 deceptive and misleading. Further, Defendant intended that Plaintiff and members of
25 the Classes rely on its Deceptive Egg Product Marketing in making their purchasing
26 decisions.

27 210. In addition, class-wide reliance can be inferred because Defendant’s
28 misrepresentations and omission about the Egg Products were material, *i.e.*, a

1 reasonable consumer would strongly consider them to be important in deciding
2 whether to buy the Egg Products.

3 211. Defendant's Deceptive Egg Product Marketing was material to
4 Plaintiff's and members of the Classes' decision to purchase the Egg Products.
5 Plaintiff and members of the Classes justifiably relied on Defendant's
6 misrepresentations of material facts and omissions regarding the Egg Products, as
7 described above.

8 212. Defendant has a duty to disclose the truth regarding the Egg Products.
9 This duty arose from the fact that Defendant:

- 10 a. Had exclusive and/or far superior knowledge and access to
11 knowledge regarding the Egg Products' status as "Free Range" or
12 "Pasture Raised";
- 13 b. Affirmatively and intentionally concealed material facts from
14 Plaintiff and members of the Classes; and
- 15 c. Knew that the Egg Products were not as advertised including that it
16 sold and sells Egg Products not derived from "Free Range" and
17 "Pasture Raised" hens as promised.

18 213. The material facts Defendant represented and omitted to disclose were
19 made to Plaintiff and members of the Classes prior to and at the time they purchased
20 the Egg Products.

21 214. Defendant intended that its Deceptive Egg Product Marketing would
22 deceive or mislead Plaintiff and members of the Classes and induce them to purchase
23 the Egg Products.

24 215. Plaintiff and members of the Classes justifiably relied on Defendant's
25 Deceptive Egg Product Marketing.

26 216. Plaintiff and members of the Classes decided to purchase the Egg
27 Products based in part on Defendant's representations regarding the Egg Products'
28 status as "Free Range" or "Pasture Raised."

1 217. Defendant's conduct showed malice, motive and a reckless disregard of
 2 the truth such that an award of punitive damages is appropriate. Because Defendant's
 3 deceptive and unfair conduct is ongoing, injunctive relief is necessary and proper.

4 218. Defendant's Deceptive Egg Product Marketing directly and proximately
 5 caused the damages suffered by Plaintiff and members of the Classes.

6 219. As a result of Defendant's Deceptive Egg Product Marketing, Plaintiff
 7 and members of the Classes have been damaged in an amount to be proven at trial.

8 **COUNT VI**

9 **Negligent Misrepresentation**

10 *(On Behalf of Plaintiff, individually, and the Nationwide Free Range Class and*
 11 *Nationwide Pasture Raised Class and alternatively, the California Free Range*
 12 *Class and the California Pasture Raised Class)*

13 220. Plaintiff, individually, and on behalf of the members of the Nationwide
 14 Free Range Class and Nationwide Pasture Raised Class and alternatively, the
 15 California Free Range Class and California Pasture Raised Class, realleges
 16 paragraphs 1 through 143 as if fully set forth herein.

17 221. For the purposes of this Count, the Nationwide Free Range Class and
 18 Nationwide Pasture Raised Class and alternatively, the California Free Range Class
 19 and California Pasture Raised Class, shall be referred to as the "Classes."

20 222. As alleged more fully herein, Defendant made material
 21 misrepresentations in the packaging, labeling and marketing of the Egg Products
 22 through its Deceptive Egg Product Marketing.

23 223. As alleged more fully above, Defendant, through its Deceptive Egg
 24 Product Marketing, deceptively and misleadingly represented to Plaintiff and
 25 members of the Classes that the Free Range Egg Products and Pasture Raised Egg
 26 Products are derived from "Free Range" and "Pasture Raised" laying hens,
 27 respectively, when they are not.

28 224. When Defendant disseminated its Deceptive Egg Product Marketing,
 Defendant knew that its conduct was deceptive and its representations, detailed

1 herein, were deceptive and misleading. Defendant knew or should have known that it
2 sold and sells Egg Products not derived from “Free Range” and “Pasture Raised” hens
3 as promised. Defendant had no reasonable grounds for believing that its
4 representations about the Egg Products were at all true when made.

5 225. Defendant intended that Plaintiff and members of the Classes would rely
6 on its Deceptive Egg Product Marketing, and Plaintiff and members of the Classes
7 did read and reasonably rely upon its Deceptive Egg Product Marketing in making
8 their purchases of the Egg Products.

9 226. In addition, class-wide reliance can be inferred because Defendant’s
10 misrepresentations and omission about the Egg Products were material, i.e., a
11 reasonable consumer would strongly consider them to be important in deciding
12 whether to buy the Egg Products.

13 227. Defendant’s Deceptive Egg Product Marketing was a substantial factor
14 in, and proximate cause of, damages and losses to Plaintiff and members of the
15 Classes.

16 228. Plaintiff and members of the Classes were injured as a direct and
17 proximate result of Defendant’s conduct. As a result of Defendant’s Deceptive Egg
18 Product Marketing, the Egg Products were worth less than what Plaintiff and members
19 of the Classes paid.

20 229. Had Plaintiff and members of the Classes known about the true nature of
21 the Egg Products at the time of purchase, they would not have purchased them on the
22 same terms or for the same price or would have paid significantly less for the Egg
23 Products.

24 **COUNT VII**

25 **Unjust Enrichment**

26 *(On Behalf of Plaintiff, individually, and the Nationwide Free Range Class and*
27 *Nationwide Pasture Raised Class, and alternatively, the California Free Range*
28 *Class and California Pasture Raised Class)*

230. Plaintiff, individually, and on behalf of the members of the Nationwide Free Range Class and Nationwide Pasture Raised Class, and alternatively, the California Free Range Class and California Pasture Raised Class, realleges paragraphs 1 through 143 as if fully set forth herein.

231. For the purposes of this Count, the Nationwide Free Range Class and Nationwide Pasture Raised Class, and alternatively, the California Free Range Class and California Pasture Raised Class, shall be referred to as the “Classes.”

232. Defendant’s unfair and unlawful conduct includes, among other things, making deceptive and misleading representations and omissions of material fact, as set forth herein.

233. Defendant’s acts and business practices offend the established public policy as there is no societal benefit from deceptive and misleading advertising, only harm. While Plaintiff and members of the Classes were harmed at the time of purchase, Defendant was unjustly enriched due to its misrepresentations and omissions.

234. Plaintiff and members of the Classes were harmed when purchasing Defendant’s Egg Products as a result of Defendant’s Deceptive Egg Product Marketing. Plaintiff and members of the Classes purchased Defendant’s Egg Products. Plaintiff and members of the Classes have suffered injury in fact and lost money as a result of paying a premium price for the Egg Products and as a result of Defendant’s unlawful, unfair and fraudulent business practices.

235. Defendant’s conduct allows it to knowingly realize substantial revenues from selling its Egg Products at the expense of, and to the detriment of, Plaintiff and members of the Classes, and to Defendant’s benefit and enrichment. Defendant’s retention of these benefits violates fundamental principles of justice, equity and good conscience.

236. Plaintiff and members of the Classes confer significant financial benefits and pay substantial compensation to Defendant for its Egg Products, which are not as Defendant represents them to be.

237. Under common law principles of unjust enrichment and quasi-contract, it is inequitable for Defendant to retain the benefits conferred by Plaintiff's and members of the Classes' overpayments.

238. Plaintiff and members of the Classes seek disgorgement of all profits resulting from such overpayments and establishment of a constructive trust from which Plaintiff and members of the Classes may seek restitution.

JURY DEMAND AND PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, respectfully requests that this Court:

- A. Declare that this action is a proper class action pursuant to Fed. R. Civ. P. 23, certify the Classes as requested herein, designate Plaintiff as Class Representative and appoint the undersigned counsel as Class Counsel;
- B. Enter an order declaring that Defendant's conduct violates the statutes referenced herein;
- C. Order payment of actual and punitive damages, restitution and disgorgement of all profits and unjust enrichment that Defendant obtained from Plaintiff and the Class Members as a result of Defendant's unlawful, unfair, and fraudulent business practices;
- D. Order injunctive relief as permitted by law or equity, including by permanently restraining Pete & Gerry's from engaging in its deceptive, unfair, and unlawful conduct described herein and directing Defendant to cease selling eggs using product packaging that includes the misrepresentations described herein;
- E. Order injunctive relief as permitted by law or equity, including by permanently enjoining Defendant from continuing the unlawful practices as set forth herein, and ordering Defendant to engage in a corrective advertising campaign;

- 1 F. Order Defendant to pay attorneys' fees and litigation costs to Plaintiff
2 and the other members of the Classes;
- 3 G. Order Defendant to pay compensatory damages, as well as punitive and
4 exemplary damages, in an amount sufficient to punish Defendant and
5 deter others from similar wrongdoing;
- 6 H. Order Defendant to pay both pre- and post-judgment interest on any
7 amounts awarded; and
- 8 I. Order any and all other general and equitable relief as this Court may deem
9 just and proper.

10 JURY DEMAND

11 Plaintiff demands a trial by jury of all claims in this Complaint so triable.

12
13 Dated: September 9, 2026

/s/ Michael H. Pearson

14 Michael H. Pearson

15 MICHAEL H. PEARSON (Bar No. 277857)

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**Pro Hac Vice Forthcoming*

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CLRA Venue Declaration, Civil Code § 1780(c)

I, Michael H. Pearson, declare as follows:

1. I have personal knowledge of the facts stated herein and, if called upon to do so, could competently testify hereto.

2. I am the attorney for Plaintiff in the above-captioned action.

3. I submit this declaration in support of the Class Action Complaint, which is based in part on violations of the Consumers Legal Remedies Act, California Civil Code §§ 1750 *et seq.*

4. The Class Action Complaint has been filed in the proper place for trial of this action.

5. It is my understanding that Defendant regularly transacts business in this County, and the acts and omissions giving rise to this action occurred in large part in this County.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge. Executed September 9, 2026 in Sherman Oaks, California.

By: /s/ Michael H. Pearson
Michael H. Pearson