

# JBS Settles NY AG Greenwashing Suit for \$1.1 Million

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This week, New York Attorney General Letitia James [announced](#) a \$1.1 million settlement with JBS's American subsidiary resolving allegations regarding the company's commitment "to be net zero by 2040." As we [previously reported](#), in February 2024 the AG filed a lawsuit alleging, in part, that beef producer JBS's net zero goal wasn't feasible, because "JBS Group had no viable plan or factual basis to reach such a goal and, instead, was making plans to increase production – thereby increasing its carbon footprint." An investigation revealed that "JBS Group had not yet calculated the company's total greenhouse gas emissions, nor had it developed a plan to execute the commitment or determined whether it was economically or technologically feasible."

In January 2025, the New York Supreme court [dismissed](#) New York's complaint without prejudice, finding JBS had taken steps toward its goal, such as investing millions of dollars to lay groundwork for its efforts, partnering with various experts to come up with a plan, and issuing a \$1 billion Sustainability-Linked Bond, linked to its climate goals. Moreover, the court opined that words such as "ambition" and "goal" are not the same as a specific promise and, therefore, not actionable under the General Business Law statute in NY. The court gave the AG 90 days to file an amended complaint, and the parties agreed to extend the deadline twice.

The settlement takes the form of an Assurance of Discontinuance ("AOD"). Ultimately, JBS agreed to remove or revise its Net Zero by 2040 consumer-facing statements on US websites consistent with the guidance that the AG's office sent to JBS in a July 2, 2024 email. Although that email isn't public, the AOD indicates that AG suggested that JBS present its emission plan as a "goal," instead of a "pledge" or "commitment." Moreover, if JBS represents the company is taking steps or actions towards this goal, JBS must include those specific steps or actions. The company is not required to revise prior sustainability reports, however.

JBS must also perform an annual comprehensive internal review of its consumer-facing published statements on US websites and in sustainability reports, as well as other consumer-facing statements by officers and directors, for the next three years. Any new statements during that period must also meet the "goal" language requirements above.

JBS must provide a payment of \$1.1 million to Cornell's College of Agriculture and Life Sciences' New York Soil Health and Resiliency Program to support "climate-smart agriculture" (subject to future approval by Cornell).

The AOD also reveals some of what happened behind the scenes and after the dismissal. The AOD refers frequently to a July 2, 2024 email, likely indicating settlement negotiations continued throughout the course of the litigation. The AOD also explains that after the dismissal the state

issued an investigative subpoena, and JBS made eight document productions (seemingly outside of the confines of litigation). In April 2025, JBS published a Climate Action Playbook, an action which could have contributed to a willingness to settle. New York's amended complaint would have been due on October 31.

Some takeaways? If you plan to advertise your plans to reduce your environmental impact, how you position those plans will be important. This settlement suggests that positioning them as "goals," instead of something more definitive—like "pledges" or "commitments"—may present less risk. Also, there may be a benefit to providing some details of what steps you're taking. Note, however, that just because the NY AG was comfortable with this approach doesn't necessarily mean that other regulators will be.

On the enforcement side, AGs are willing to use whatever tools they have in their toolbox, so for example if litigation is unsuccessful, the AG may still have the authority to undertake an in-depth investigation to further develop a case. An AG may also be willing to agree to unconventional payments or sunset terms for the appropriate case.