Carbon Reduction Commitments and Greenwashing Liability in the United States

Abby Husselbee[1]
August 31, 2026

Companies use net-zero and carbon-neutral statements on product labels, in advertising campaigns, and in corporate sustainability reports to signal their commitment to climate action. In recent years, there has been a surge of such commitments, followed by some companies scaling back their ambition. At the same time, consumers, states, and municipalities have begun scrutinizing what these statements mean and challenging them under state consumer protection laws. Several factors play into how courts assess these climate statements:

- **Timing.** Claims about current operations (e.g., "this product is carbon-neutral") raise different questions than future commitments (e.g., "we will reach net-zero greenhouse gas emissions by 2040"), though both have been challenged.
- **Specificity.** Specific, testable statements create legal risk if they understate or mischaracterize a company's or product's carbon footprint. However, consumers and investors are more likely to dismiss vague statements as "puffery" or marketing hype.
- **Context.** An accurate statement that omits information can be misleading if it changes how an investor or consumer understands it.
- **Supporting evidence.** Some companies support their decarbonization statements through offsets and third-party certifications, though neither is a complete shield from liability.
- **Relationship with disclosure.** Consumer-facing and investor-facing disclosures can create exposure on both fronts if they are meaningfully different.

This paper reviews litigants' assertions of greenwashing and the consumer-protection legal framework that courts are applying. It examines how courts treat product-level and corporate-level claims, including future commitments, and how offsets, third-party certifications, net-zero alliance membership, and investor disclosures affect legal risk. It closes by discussing unresolved questions. Cases discussed are summarized in an appendix.[2]

---

[1] Supported by research conducted by Kayla Hollingsworth, JD 2025.
[2] The paper does not examine other defense arguments that companies have raised including First Amendment and federal preemption concerns.

What Legal Framework Governs Consumer Protection Claims?

Consumers, consumer classes, municipalities, and state attorneys general have brought cases under state consumer protection laws, arguing that companies have misrepresented their carbon footprints or emissions reduction strategies.

A court will hear a case only if the consumer demonstrates standing, meaning the consumer shows that the company caused them real, specific harm that the court could remedy.[3] For example, in climate-related consumer protection cases, consumers often argue that they paid a premium, believing they were buying a climate-friendly product.[4] Courts require evidence of this price premium.[5] In *Blackburn v. Etsy*, the Central District of California dismissed the consumers' complaint, finding they did not show that the product was available elsewhere at a lower price.[6]

States face a more permissive standing test than private consumers under the *parens patriae* doctrine.[7] States may sue to protect the health and economic well-being of their residents if they can demonstrate that their interests are distinct from those of individual consumers and that the alleged harm affected a substantial segment of the population.[8]

After establishing standing, courts typically consider two related questions.[9] First, is the decarbonization statement specific enough to form the basis of a lawsuit? Courts dismiss very general statements as puffery, which is broad, exaggerated, or highly subjective promotional language that no reasonable consumer would rely on.[10] A statement that is

---

[3] Article III of the U.S. Constitution limits federal courts to hearing "cases or controversies." Standing is the threshold legal requirement that determines whether a party has the right to bring a claim in federal court. It requires showing that the party suffered a concrete injury, that the injury is traceable to the defendant's conduct, and that a favorable court ruling would likely remedy that injury. Lujan v. Defenders of Wildlife, 504 U.S. 555 (1992). In state courts, standing is governed by each state's own constitution, statutes, and common law, rather than the federal framework. *See, e.g.,* Committee to Elect Dan Forest v. Employees Political Action Committee, 376 N.C. 558 (2021).
[4] Blackburn v. Etsy, Inc., No. 2:23-cv-05711-PA-MAR (C.D. Cal. Oct. 12, 2023), at 5–6 (order granting motion to dismiss with leave to amend).
[5] *Id.*
[6] *Id.* (finding it was "not clear . . . that any particular product purchased by [the consumers] was available elsewhere, let alone at a cheaper price").
[7] Alfred L. Snapp & Son, Inc. v. Puerto Rico, ex rel., Barez, 458 U.S. 592, 605 (1982).
[8] *Id.* at 607. For example, in *Connecticut v. Exxon Mobil Corp.*, the attorney general sued on behalf of the public, alleging that a decades-long greenwashing campaign caused consumers to buy more fossil fuels and exposed the state to costly climate harms. Parties also raised arguments about federal preclusion, the First Amendment, and the timing of Exxon's alleged misstatements about its knowledge of climate change, but those issues fall outside the scope of this paper. Connecticut v. Exxon Mobil Corporation, No. HHDCV206132568S WL 3459468, at 3-5 (Conn. Super. Ct. Nov. 26, 2025).
[9] Courts sometimes collapse these two parts into one test, noting that puffery and the reasonable consumer test are interrelated. Maeda v. Kennedy Endeavors, Inc., 407 F. Supp. 3d 953, 971 (D. Haw. 2019).
[10] Dorris v. Danone Waters of America, 711 F.Supp.3d 179 (2024).

deemed puffery cannot support a lawsuit.[11] Second, courts consider whether a reasonable consumer would have been misled by the statement.[12] If so, the statement may be challenged. The consumer or state generally must demonstrate that the statement is false or misleading,[13] though a company may defend itself by showing that it is accurate and supported by evidence.[14]

Courts also look beyond case law for guidance. The Federal Trade Commission (FTC) issues the Green Guides to help businesses avoid deceptive environmental marketing. Though the guides are directed at companies,[15] some courts rely on them when deciding whether a company's environmental statement is misleading.[16] The guides caution companies against using broad, unqualified environmental statements and explain that more specific statements might be legally defensible if the company had a reasonable basis for making them.[17] The guides predate most corporate net-zero or carbon-neutral commitments, so they offer little specific guidance on climate-focused statements.[18]

How Have Courts Applied Consumer Protection Law to Greenwashing Claims?

Companies use net-zero and carbon-neutral statements to describe current actions or future plans to reduce their climate impact. These statements can apply to specific products (for example, “this product is carbon-neutral”) or to a company’s entire operations (for example, “we reduced emissions across our operations”). Courts treat challenges to these statements differently. For statements about what a company is doing now, courts have focused on whether the statement is false or misleading. For challenges to future climate pledges (for example, “net zero by 2050”), the case law is less settled, and courts may instead assess present intent.

How Have Courts Evaluated Statements About Specific Products?

Consumers across states and industries have challenged companies’ net-zero and carbon-neutral statements about specific products. In such cases, courts have asked whether

[11] Sanchez v. Walmart Inc., 733 F.Supp.3d 653 (2024).
[12] Dwyer v. Allbirds, Inc., 598 F.Supp.3d 137, 153-54 (2022).
[13] Though this varies by jurisdiction.
[14] Dwyer v. Allbirds, Inc., 598 F.Supp.3d 137 (2022).
[15] 15 USCA § 45. The FTC can bring enforcement actions under Section 5 of the FTC Act against claims that are inconsistent with the Green Guides. However, this paper does not focus on federal enforcement.
[16] . In many courts, the Guides carry persuasive authority but are not binding. How much weight a given court gives them varies by jurisdiction. The Guides are nonbinding at the federal level, but their weight varies by jurisdiction. At least twelve states have incorporated the Green Guides as a binding legal standard, and at least twenty-seven states and territories treat them as persuasive authority.
[17] 16 CFR § 260.4 https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-issues-revised-green-guides/greenguides.pdf pp. 6-7.
[18] 16 CFR Part 260 was last updated in 2012.

"carbon-neutral" is specific enough to support a lawsuit and what a reasonable consumer would understand it to mean in the full context of the packaging or website. For example, in *Dib v. Apple,* consumers challenged Apple's claim that its watch is "carbon-neutral," arguing the term means that manufacturing the product does not release a net-positive amount of carbon dioxide, a definition Apple did not dispute.[19] The Northern District of California dismissed the case in February 2026, finding the consumers had not shown the watch failed to meet that definition,[20] and the consumers are now appealing that dismissal in the Ninth Circuit.[21]

In *Dorris v. Danone*, the consumers challenging Evian's "carbon-neutral" label argued that it was misleading because no bottled water could produce zero emissions after accounting for the emissions from producing, bottling, and shipping it.[22] The Southern District of New York dismissed the claims, finding that a reasonable consumer reading the full label would not understand "carbon neutral" as a promise of zero emissions.[23] The court also “presume[d] without holding” that “carbon neutral” is not a general environmental statement and thus not misleading under the Green Guides, leaving the question open for future cases.[24] *Dorris*, therefore, is an example of where a "carbon-neutral" statement can survive a legal challenge based on the context, such as other language on the label.

In *Dwyer v. Allbirds*, the Southern District of New York also dismissed a challenge to a shoe company's "Low Carbon Footprint" and “Reversing Climate Change” claims.[25] Allbirds had disclosed on its website the components of its life cycle assessment calculations, the accounting method used to add up a product's emissions from raw materials through disposal.[26] The consumer argued that Allbirds should have measured additional emission sources, not that Allbirds had miscalculated the emissions it chose to measure. The court rejected this argument, explaining that a complaint like this amounts to "a criticism of the tool's methodology, not a description of a false, deceptive, or misleading statement." [27] The court distinguished this from a case where a consumer alleges the company's calculations were wrong or that it misrepresented its own process, noting that no such claim was made here.

---

[19] Dib et al v. Apple Inc., Docket No. 5:25-cv-02043 (N.D. Cal. Feb 26, 2025), currently on appeal to the Ninth Circuit. Opinion at 2.
[20] *Id.*
[21] *Id.*
[22] Dorris v. Danone Waters of Am., 711 F. Supp. 3d 179, 188-90 (S.D.N.Y. 2024), on reconsideration in part, No. 22 CIV. 8717 (NSR), 2024 WL 4792048 (S.D.N.Y. Nov. 14, 2024).
[23] *Id.* at 5.
[24] *Id.* at 4.
[25] Dwyer v. Allbirds, Inc., 598 F.Supp.3d 137, 145-48 (2022).
[26] *Id.* at 145.
[27] *Id.* at 149-50.

How Have Courts Evaluated Statements About a Company's Operations?

Cases challenging company-level statements raise additional questions. For example, in some states, courts must decide whether a company-wide campaign is tied closely enough to the sale of a specific product or service to fall under a state's consumer protection statute. Most of these cases are still at an early stage where courts are deciding whether the consumers' arguments, taken at face value, are sufficient to advance in litigation. Several courts have allowed the cases to move forward, though they have not yet issued a ruling.

Two cases against Exxon, brought under different states' laws, may show how jurisdiction matters. In *City of New York v. Exxon Mobil Corp.*, the City alleged that Exxon, BP, and Shell ran advertising campaigns portraying themselves as environmental leaders while investing only a small share of their overall business in clean energy.[28] A New York trial court dismissed the corporate greenwashing claims,[29] holding that these statements were not made "in connection with the sale" of any consumer good, as the City's law requires.[30] Because the City did not allege that the companies sell the clean-energy products they promoted, the court treated the statements as generic corporate aspirations rather than product advertising, placing them outside the law's reach.[31] New York City appealed, and the case is ongoing.[32]

Commonwealth of Massachusetts v. Exxon Mobil Corp. reached a contrary result under Massachusetts's broader consumer protection law, which prohibits "unfair or deceptive acts or practices in the conduct of any trade or commerce."[33] The Commonwealth alleged that Exxon deceived consumers by concealing its fossil fuel expansion, suppressing clean energy investment, and saturating its brand with misleading green imagery. The Massachusetts Superior Court has allowed this claim to proceed.[34] Exxon argued its statements were "truthful at best and mere puffery at worst," but the court disagreed, finding that this was a fact-specific question and would require the court to review all the evidence.[35] The case remains in pretrial litigation (discovery and motions) as of mid-2026, with the court not yet deciding whether Exxon is liable.[36]

---

[28] Compl. paragraphs 6, 20, 40; City of New York v. Exxon Mobil Corp., 86 Misc. 3d 679 (Sup. Ct. 2025).
[29] The City also brought product greenwashing claims based on ads about the environmental benefits of specific fuels. The court dismissed those claims on different grounds, holding that the City had not plausibly alleged that the statements would mislead a reasonable consumer and finding the claims against Shell time-barred. This section focuses only on the court's analysis of the corporate-level statements.
[30] 86 Misc.3d 679, 700; N.Y.C. Admin. Code § 20-701(a).
[31] City of New York v. Exxon Mobil Corp., 86 Misc.3d 679 (2025).
[32] City of New York v. Exxon Mobil Corp., 86 Misc. 3d 679 (N.Y. Sup. Ct. 2025), *appeal docketed*, No. 2025-01687 (N.Y. App. Div. 2025).
[33] Commonwealth v. Exxon Mobil Corp., 2021 WL 3493456, at 13 (Mass. Super. Ct. June 22, 2021).
[34] *Id.*
[35] *Id.*
[36] *Commonwealth v. Exxon Mobil Corp.*, 489 Mass. 674 (2022) (affirming denial of Exxon's special motion to dismiss under the state's anti-SLAPP statute).

How Do Courts Evaluate Net-Zero Commitments?

When a company pledges to reach net zero or to cut greenhouse gas emissions by a certain percentage by a specified date, courts ask whether the company intended to take the steps needed to meet that commitment. Consumers and states bringing these claims typically allege the company has not taken, and does not intend to take, those steps. Companies often raise a puffery defense for these aspirational statements, with mixed results as of this publication.

A company can be sued if it never intended to take the steps needed to reach its stated goal. In *Earth Island Institute v. Coca-Cola*, a case about recycling, the D.C. Court of Appeals held that Coca-Cola's recyclability commitments could be read as a representation of present intent, distinguishing a company that tries to meet its goals but falls short from one that "never even intended to do anything that could achieve them." The court found that the latter could be challenged and returned the case to the lower court for reconsideration.[37]

This reasoning applies to long-term corporate pledges and has become a starting point for at least one climate case posing questions about future net-zero commitments. In *Environmental Working Group v. Tyson Foods*, EWG challenged Tyson's pledge to achieve net-zero greenhouse gas emissions by 2050. The D.C. Superior Court denied Tyson's motion to dismiss in February 2025, finding that EWG had plausibly argued the pledge was false or misleading based on the discrepancy between Tyson's minimal actions and its stated commitment. The court also found that consumers could have been misled by Tyson's failure to disclose that current technology is not sufficient to achieve the company's goal. In November 2025, the parties settled.

Under the settlement agreement, for five years Tyson cannot make new or repeat emissions-reduction claims unless a mutually agreed-upon expert verifies that the claims are substantiated, and Tyson must remove all such published claims from its websites and platforms.[38] Although this is a settlement rather than a court-ordered decision, it offers one example of how parties have applied the *Earth Island* finding, illustrating what adequate follow-through might look like in practice. However, courts have not yet established whether all companies must follow a similar expert-verification approach, or what other forms of demonstrated commitment, such as formal transition plans or interim targets, might be required.

In other contexts, different courts have found some long-term commitments vague and therefore not allowed cases to proceed. In *Sanchez v. Walmart Inc.*, consumers sued over sustainability claims on a seafood product. The Northern District of Illinois court dismissed

[37] Earth Island Inst. v. Coca-Cola Co., 321 A.3d 654, 670 (D.C. 2024).
[38] *Id.*

claims in 2024, finding that Walmart's back-label pledge, which read "we're on a path to becoming a regenerative company," was "corporate blather about Walmart's aspirations" and too vague to allow the case to proceed.[39]

The cases above ask whether a commitment is specific enough to be actionable and whether a company intended to follow through on it. A related but distinct question (one the courts have not yet resolved) is whether a commitment adequately communicates its scope. A net-zero commitment may cover only a company's direct and purchased energy emissions (Scopes 1 and 2), or it may extend to emissions across its full value chain (Scope 3), which are typically much greater. When the court in *Commonwealth of Massachusetts v. Exxon Mobil Corporation* allowed the case to proceed, it reasoned that a technically accurate statement can still violate consumer protection law if it is a "half-truth" that omits material context.[40] That case did not involve Scope 3 emissions, but it raises a question of whether a company that claims to be net zero but excludes supply-chain emissions could be sued if consumers think net zero applies to all of the company's emissions.

How Do Companies Substantiate Their Statements?

Once a court determines that a case about a net-zero statement can proceed to the merits, the consumer or state bringing the claim must show it is false or misleading. Companies may try to defeat that showing by demonstrating that they had adequate support for calling themselves net zero, frequently through carbon emissions offsets. The offset quality and accounting methodology for the offsets have become a significant source of litigation. Companies may also substantiate their statements through third-party certification, and, until recently, through membership in net-zero alliances, though each of those strategies carries its own legal and reputational risks.

How Have Courts Evaluated Carbon Offset Statements?

Few courts have yet ruled on the merits of carbon offset challenges, with open questions including how specific a consumer's allegations about an offset's flaws must be to survive a motion to dismiss, which is the company's early request that the court throw out the case before evidence is gathered.

[39] Sanchez v. Walmart Inc., 733 F. Supp. 3d 653, 672-73 (N.D. Ill. 2024). But the court let claims proceed over a separate, front-label claim, "100% Sustainably Sourced," finding it specific enough that consumers could challenge whether it was true.[39] *Sanchez* demonstrates that a single product can carry both an empty slogan and a real, checkable claim at the same time, and that courts evaluate each one separately.
[40] Commonwealth v. Exxon Mobil Corp., 2021 WL 3493456, at 7 (Mass. Super. Ct. June 22, 2021).

In *Berrin v. Delta Air Lines*, a consumer challenged Delta's statement that it was the world's first carbon-neutral airline, arguing that the offsets underlying the claim were flawed. According to the consumer, the offsets relied on inaccurate emissions accounting, funded projects that would likely happen anyway, credited emissions reductions that were speculative or delayed, and stored carbon in ways that were not permanent.[41] The Central District of California allowed the case to proceed past a motion to dismiss, finding these detailed allegations sufficient, though the court has not yet decided whether Delta's claim was false or misleading.[42]

Berrin suggests that specific, evidence-backed allegations can survive a motion to dismiss, in contrast to a general argument that carbon offsets as a category are unreliable. In *Dib v. Apple*, for example, once the court accepted a definition of "carbon-neutral," the burden was on the consumers to show the product did not meet it. In dismissing the case against Apple, the court explained that it is not enough to allege that carbon offsets or the carbon offset industry are generally unreliable or fraudulent. Rather, consumers must plausibly allege that the specific offsets underlying their statements were ineffective, which may include evidence that the offset certifier was illegitimate, whistleblower testimony, or credible third-party analyses undermining the company's statement.[43]

Federal guidance and state laws may also influence cases about offset quality. The FTC's Green Guides instruct companies to use “competent and reliable” scientific and accounting methods to quantify claimed reductions and to avoid counting the same reduction twice.[44] Additionally, under California’s Voluntary Carbon Market Disclosures Act (AB 1305), both sellers of voluntary carbon offsets and companies that use offsets to support net-zero or carbon-neutral statements must post specific disclosures on their websites, including how the statement was calculated, which offsets were used, and whether the accounting methodology was independently verified.[45] Enforcement authority for these transparency requirements rests with the California Attorney General and local prosecutors, and noncompliance can trigger civil penalties.[46] The Act does not create a private right of action,

[41] Berrin v. Delta Air Lines Inc., No. 2:23-cv-04150, slip op. at 2 (C.D. Cal. Dec. 11, 2024).
[42] *Id.* at 13. Delta also argued that the challenges was preempted under the Airline Deregulation Act, which preempts state laws 'related to a price, route, or service of an air carrier,' arguing that its carbon offset program was a service within the Act's preemptive scope. The court rejected that framing, finding that a marketing representation about environmental practices is not a representation about a core airline service and falls outside the Act's reach. However, in Long v. KLM, the Eastern District of Virginia reached the opposite result, dismissing both state consumer protection and common law claims on the ground that climate marketing "relates to" airline service. Long v. Koninklijke Luchtvaart Maatschappij, N.V., No. 3:23CV435, (E.D. Va. Jan. 2, 2024).
[43] Opinion at 12.
[44] 16 C.F.R. Part 260.
[45] In addition to entities that purchase or use offsets, the statute covers entities that make net-zero, carbon-neutral, or similar claims whether or not they rely on voluntary carbon offsets. *See* Cal. Health & Safety Code §§ 44475.1–.2.
[46] *Id.*

meaning consumers cannot sue directly under it. The law took full effect on January 1, 2025, and as of mid-2026 there have been no reported enforcement actions or lawsuits under it.

How Do Courts Treat Certification Labels?

At least one court has distinguished certification labels from general climate statements. In *Salguero v. Mondelēz International, Inc.*, the court read the label as saying that a product had been certified under a specific program, not as a statement about the product's overall emissions. The Northern District of Illinois dismissed a challenge to a "climate neutral certified" label on Zbars snack products, finding that the label accurately communicated the product's certification status rather than making an unqualified statement about its environmental impact.[47] The court drew a narrow distinction between labels stating "climate neutral certified," which describe verifiable facts, and labels stating "climate neutral," which might invite closer scrutiny under the reasonable consumer standard.[48] The court left open the possibility that a certification label could still be challenged if a consumer adequately alleges it is misleading in context.[49]

How Have Opponents Framed Net-Zero Alliance Membership?

Net-zero alliances are voluntary initiatives that establish frameworks for target setting and disclosure. Some companies reference alliance membership to signal that their future commitments are grounded in action. In recent years, however, legal and political challenges have had a chilling effect on membership.

In 2024, Texas and nine other states sued BlackRock, Vanguard, and State Street, seeking to characterize the companies' memberships in the Net Zero Asset Managers initiative and Climate Action 100+ as anticompetitive conduct.[50] After the suit was filed, BlackRock and many others left the Net Zero Asset Managers Initiative, resulting in the initiative "suspending activities to track signatory implementation and reporting."[51] In August 2025, the Eastern District of Texas denied most of the companies' motions to dismiss, allowing parts of the case to proceed (but not a finding of liability).[52] Vanguard settled in February

---

[47] Salguero v. Mondelez Int'l, Inc., No. 25 CV 2139, 2025 WL 3004534, at *2 (N.D. Ill. Oct. 27, 2025)
[48] *Id.* at 4.
[49] *Id.* at 5
[50] Complaint, Texas et al. v. BlackRock Inc. et al., No. 6:24-cv-00437 at 40 (E.D. Tex. filed Nov. 27, 2024).
[51] Net Zero Asset Managers Initiative, *Update from the Net Zero Asset Managers Initiative*, (Jan. 13, 2025), https://www.netzeroassetmanagers.org/update-from-the-net-zero-asset-managers-initiative/ (last visited July 7, 2026).
[52] Memorandum Opinion and Order on Motions to Dismiss, Texas v. BlackRock Inc., No. 6:24-cv-00437 at 33 (E.D. Tex. Aug. 1, 2025).

2026, but the case is proceeding against BlackRock and State Street.[53] While the settlement narrows the litigation involving Vanguard, it does not resolve the broader legal questions raised by the suits or establish that alliance participation was unlawful.[54] Instead, the retreat from NZAM reflects how companies have responded to litigation. Still, fewer alliances mean fewer joint commitments for opponents to point to, which may limit the opportunities for similar claims going forward, regardless of their legal validity.

How Do Investor-Facing Disclosures Interact with Consumer Protection Claims?

When net-zero claims appear in investor communications such as annual reports, securities filings, and investor presentations, they are evaluated under securities law rather than consumer protection law. Under the Private Securities Litigation Reform Act, investors bringing securities fraud claims under Section 10(b) and Rule 10b-5 must plead, with specificity, that the alleged misstatement was important (material), made knowingly or recklessly (scienter), occurred in connection with the purchase or sale of a security, was relied on by investors, and caused investors' actual economic loss (loss causation).[55] The materiality standard, which asks whether a reasonable investor would view the omitted or misrepresented fact as significantly altering the total mix of available information, is substantially more demanding than the reasonable-consumer standard and typically screens out vague aspirational language.[56]

What a company says to investors and what it says to consumers may differ, but differences can be used as evidence in the other's proceedings. A company that hedges its net-zero commitments with aspirational qualifications in SEC filings to secure safe-harbor protection may find that same language used against it in a consumer class action as evidence that its advertising overstated certainty. Conversely, a company that makes specific, concrete sustainability pledges in consumer advertising may have those pledges raised as evidence of representations to the market, inviting securities fraud claims if internal planning documents reflect no credible pathway to achieving them.[57]

---

[53] Settlement Agreement, State of Tex. v. BlackRock, Inc., No. 4:24-cv-00437 (E.D. Tex. Feb. 26, 2026), available at https://www.texasattorneygeneral.gov/sites/default/files/images/press/Settlement_1.pdf.
[54] *Id.*
[55] 15 USCA §78j; 17 CFR § 240.10b-5; Dura Pharms., Inc. v. Broudo, 544 U.S. 336, 341–42 (2005).
[56] TSC Indus., Inc. v. Northway, Inc., 426 U.S. 438, 445, 96 S. Ct. 2126, 2130, 48 L. Ed. 2d 757 (1976).
[57] Lyall v. Elsevier Inc., No. 24-CV-12022-PBS, 2025 WL 2959908, at *2 (D. Mass. Oct. 17, 2025) (litigation over alleged "greenwashing" in investor communications, where a plaintiff alleged that a company's net-zero and climate pledges to investors were materially misleading because underlying business activities were inconsistent with those pledges).

Looking Ahead

The law governing climate greenwashing cases is still evolving. When companies make vague statements, courts often dismiss them as puffery. However, when they make specific claims, courts probe the basis for those claims, which could include offsets, certification, and alliance membership.

Key questions worth monitoring include:

- As the case law evolves, are jurisdictional differences driving outcomes as much as the underlying facts?
- If a company claims to be net zero while not making any statements related to emissions from its supply chain or customers, does that omission make the claim misleading? And does it matter whether a typical consumer would consider that distinction?
- From a company's perspective, what practical and legal obligations does a future commitment create?
- What should a company know about the reliability of its methodology when making and implementing commitments, and how does it characterize the scientific uncertainty around its commitments? Is the way a company characterizes and communicates what it is doing now, and what it intends to do in the future, as consequential for legal liability as the methodologies underpinning its sustainability commitments?

Appendix: Climate-Related Consumer Protection Greenwashing Cases

Case	Year Filed	Opining Court	Brought By	Product or Enterprise	Survived Motion to Dismiss?	Future Commitment?
Dorris v. Danone	2022	S.D.N.Y.	Consumer class	Product	No	No
Dib v. Apple	2023; ongoing	N.D. Cal.	Consumer class	Product	No	No
Dwyer v. Allbirds	2022	S.D.N.Y.	Consumer class	Product	No	No
Commonwealth of Massachusetts v. Exxon Mobil Corp.	2019; ongoing	Mass. Super. Ct.	State AG	Product and Enterprise	Yes	Yes
City of New York v. Exxon Mobil Corp.	2021; ongoing	N.Y. Sup. Ct.	Municipality	Product and Enterprise	No	Yes
Environmental Working Group v. Tyson Foods	2024; settled	D.C. Super. Ct.	NGO	Enterprise	Yes, then settled	Yes
Earth Island Institute v. Coca-Cola	2022; ongoing	D.C. Ct. App.	NGO	Enterprise	Yes	Yes
Sanchez v. Walmart Inc.	2022	N.D. Ill.	Consumer	Enterprise	Partial	Yes
Blackburn v. Etsy, Inc.	2022	C.D. Cal.	Consumer class	Product	No	No
Berrin v. Delta Air Lines	2023; ongoing	C.D. Cal.	Consumer class	Enterprise	Yes	Yes
Salguero v. Mondelēz International, Inc.	2023	N.D. Ill.	Consumer class	Product	No	No