No Treat Without a Trick: Southern District of Florida Dismisses Reese's Class Action for Lack of Standing

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Every October, store shelves fill up with seasonal candy, and lately so do many court dockets. In *Vidal v. Hershey Co.*, a putative class claimed that Reese's Peanut Butter Pumpkins did not look like the carved jack-o'-lantern pictured on the bag. On September 16, 2026, Judge Melissa Damian of the U.S. District Court for the Southern District of Florida dismissed a complaint for the second time, holding that the plaintiffs had not alleged a concrete injury sufficient for Article III standing. While the facts may be seasonal, the decision creates year-round clarity for any business defending against "deceptive packaging" class actions.

Case Background

The Reese's Peanut Butter Pumpkin packaging shows a chocolate pumpkin with what the plaintiffs called "cool and beautiful carved-out designs." Right next to that image, the package says "DECORATING SUGGESTION" in all capital letters. The pumpkins inside the bag are shaped like pumpkins, but do not contain carved eyes or mouth.

The named plaintiffs, Nathan Vidal and Eduardo Granados, are two Florida consumers who purchased bags of Reese's Peanut Butter Pumpkins from a large supermarket chain: Mr. Vidal purchased multiple bags at approximately $8 per bag, and Mr. Granados purchased a bag for $2.65. The plaintiffs purportedly relied on the depictions of the Reese's Peanut Butter Pumpkins at the time of purchase, but were disappointed upon opening the package, complaining that the pumpkins did not contain the jack-o'-lantern style cutouts, and that they would have either paid less, or not purchased the candy at all, had they known.

The plaintiffs initiated a proposed class action on behalf of individuals who purchased Reese's Peanut Butter Pumpkins in Florida, alleging they were misled by the packaging. After the

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plaintiffs' original complaint, which asserted violation only under the Florida Deceptive and Unfair Trade Practices Act (FDUTPA), was dismissed for failure to demonstrate a concrete injury sufficient to satisfy Article III standing, the Southern District of Florida granted leave to file an amended complaint.

The plaintiffs thereafter filed an amended complaint, adding two new theories of recovery: *first*, that they bought the candy for its "novelty/party display value," and *second*, that they paid a measurable price premium. The court ultimately found neither theory sufficient to survive dismissal.

Court's Analysis

The district court's analysis began with standing — a threshold jurisdictional question. The court noted that the Eleventh Circuit recognizes two economic-injury theories to satisfy standing in consumer deception cases: benefit-of-the-bargain and price-premium overcharge.

Benefit-of-the-Bargain

Under Eleventh Circuit precedent, theis theory generally requires that the product purchased be worthless or of lesser value, as the available damages are the difference in the value received by the plaintiff and the actual value of the product, pursuant to *Debernardis v. IQ Formulations, LLC*. The Eleventh Circuit, in *Marrache v. Bacardi, U.S.A., Inc.*, further limited damages available under the benefit-of-the-bargain theory, affirming that the FDUTPA does not compensate, among other allegations, "subjective feelings of disappointment."

With regard to the Reese's Peanut Butter Pumpkins, the district court found that the plaintiffs failed to allege that the candy was inedible, harmful, or illegal to sell, and recognized that "numerous courts in the Southern District of Florida have addressed the benefit-of-the-bargain theory in consumer deception cases presenting" analogous circumstances "and found that the claims were inadequate to satisfy the injury in fact requirement." In fact, the court called the plaintiffs' new "novelty value" allegation "an

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apparent attempt to plead around" earlier Southern District of Florida decisions foreclosing recovery under the benefit-of-the-bargain theory.

The Southern District ultimately held this theory "does not get them past the goal line" as the plaintiff's only injury was "their subjective disappointment" and made no allegations that the candy purchased was defective, worthless, or devoid of economic value. Further, the court recognized that the plaintiffs' exhibits showing the packaging of the product contained a disclaimer next to the Reese's Pumpkins, stating "DECORATING SUGGESTION," and that the candy they received still had a novel pumpkin shape.

Price-Premium Overcharge

The Eleventh Circuit has held that, "Under the price premium theory, a plaintiff may establish standard by showing that as a result of a company's false advertising or deceptive labeling, the plaintiff paid more for the product than the otherwise would have."

To support this theory, the plaintiffs alleged that Reese's Peanut Butter Pumpkins at two big-box retail locations, as well as Hershey's online store, are priced about 20.4% to 25% more per ounce than regular Reese's Cups, and thus Hershey charges a premium for its Reese's Pumpkins. The court found two "obvious problems" with this argument. First, the plaintiffs purchased the candy at a different retail location from those cited in the complaint, and the plaintiffs failed to allege anything about the prices at that location. Second, the court determined the plaintiffs' comparison between the pricing of Reese's Pumpkins to Reese's Cups was incorrect to determine economic injury. Rather, because the plaintiffs purchased and received Reese's Pumpkins, the relevant comparison would be between carved and uncarved Pumpkins without allegedly misleading packing (such as Ghiardelli's Jack O' Lanterns). This comparison was missing from the plaintiffs' allegations. Thus, the court determined that the plaintiffs failed to "tie any aspect" of the packaging to the price they paid.

And, because the court found the plaintiffs lacked Article III standing, the court did not reach Hershey's refund-mootness

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argument, its FDUTPA merits arguments, or its challenges to the class allegations.

Practical Implications for Class Action Defense

- **Lead with Article III.** *Vidal* adds to a growing line of Southern District of Florida decisions, including *Valiente v. Publix Supermarkets, Inc.*, *Doss v. General Mills, Inc.*, *Melancon v. Alpha Prime Supps LLC*, and *Gyani v. Lululemon Athletica, Inc.*, dismissing consumer class actions on standing grounds before even engaging in any merits analysis. Because the plaintiff bears the burden to plead each element of standing, a well-framed Rule 12(b)(1) motion can end a case before discovery or class certification begins.
- **Attack the price-premium comparison.** Generic "same-brand" price differentials are not enough. Plaintiffs must allege facts that connect the specific challenged representation to a measurable overpayment, at the retailer where they actually made the purchase. The Southern District also noted that a hypothetical "but-for" price may be too speculative to qualify as an Article III injury. That reasoning can carry forward to challenges to class-wide damages models.
- **Hold plaintiffs to their pleadings.** The court refused to consider a taste-based theory that appeared only in the plaintiffs' deposition testimony and opposition brief, reaffirming that a complaint cannot be amended through a response to a motion to dismiss.
- **Packaging disclaimers matter.** While the "DECORATING SUGGESTION" language did not decide the case, the court treated it as relevant context, much like the ingredient disclosure in *Valiente*. Clear, prominent disclaimers next to aspirational imagery are still a sensible and inexpensive safeguard for companies to protect against product-packaging class actions.

Looking Ahead

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Product-packaging class actions, particularly those targeting seasonal and novelty items, are unlikely to go away once October ends. However, *Vidal* shows that courts in the Eleventh Circuit will require plaintiffs to plead real economic loss, beyond mere disappointment damages, to survive dismissal.

Since the district court's dismissal of the plaintiffs' complaint was without prejudice, Hershey's should expect the plaintiffs to refile with new theories, including in state court where Article III does not apply.

Accordingly, companies selling consumer products should review their marketing imagery and disclaimers to ensure clarity and consider an early, standing-focused defense strategy when these claims arrive. In fact, Hershey's has done just that: the packaging of Reese's Peanut Butter Pumpkins now features the disclaimer "Carving not on actual product" next to the pumpkin containing jack-o'-lantern cutouts, replacing the previous words, "DECORATING SUGGESTION."

FBT Gibbons' class action defense team continues to monitor these developments and is available to help clients assess and respond to consumer-deception litigation.

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