

1 David R. Greifinger, Esq. (SBN 105242)
tracklaw@me.com

2 Calvin A. Marshall, Esq. (SBN 318587)
3 calvin@greifingerlaw.com

4 **LAW OFFICES OF DAVID R. GREIFINGER**
15515 W. Sunset Boulevard, Unit 214
5 Pacific Palisades, California 90272
6 Telephone: (424) 330-0193
7 Facsimile: (831) 920-4864

8 John A. Marshall, Esq. (SBN 109557)
john@marshallbusinesslaw.com

9 **MARSHALL & ASSOCIATES**
10 26565 W. Agoura Road, Suite 200
Calabasas, CA 91302
11 Telephone: (818) 617-9337

12 *Attorneys for Plaintiff, Rodney Houriani*

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**
15

16 RODNEY HOURIANI, an individual,
17 on his own behalf and on behalf of all
others similarly situated,

18 Plaintiffs,

19 vs.

20 BUCK KNIVES, INC., a Nevada
21 Corporation,

22 Defendant.
23
24
25
26
27
28

Case No. 2:21-cv-01908-DSF-SK

CLASS ACTION

**FIRST AMENDED COMPLAINT
FOR DAMAGES AND INJUNCTIVE
RELIEF:**

1. **VIOLATIONS OF THE CALIFORNIA CONSUMERS LEGAL REMEDIES ACT [CAL. CIV. CODE §§ 1750, *et seq.*];**
2. **VIOLATIONS OF CALIFORNIA'S UNFAIR COMPETITION LAWS [CAL. BUS. & PROF. CODE §§ 17200, *et seq.*]; and,**
3. **VIOLATIONS OF CALIFORNIA'S FALSE ADVERTISING LAWS [CAL. BUS. & PROF. CODE §§ 17500, *et seq.*]**

DEMAND FOR A JURY TRIAL

Complaint Filed: March 3, 2021

Trial Date: None Set

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

I. NATURE OF THE ACTION1

II. JURISDICTION AND VENUE.....2

III. THE PARTIES2

IV. THE CONDUCT.....4

FIRST CAUSE OF ACTION7

SECOND CAUSE OF ACTION12

THIRD CAUSE OF ACTION.....13

VI. RELIEF REQUESTED17

VII. DEMAND FOR JURY TRIAL.....19

1 All allegations in this First Amended Complaint are based upon
2 information and belief except for those allegations which pertain to the
3 Plaintiff named herein and his counsel. Each allegation has evidentiary
4 support, or is likely to have evidentiary support, after a reasonable opportunity
5 for further investigation and discovery.

6 **I. NATURE OF THE ACTION**

7 1. RODNEY HOURIANI (“HOURIANI” or “Plaintiff”) brings
8 claims under the California Consumers Legal Remedy Act (“CLRA”), the
9 California False Advertising Laws, and the California Unfair Competition
10 Laws, against Defendant BUCK KNIVES, INC. (“DEFENDANT”).

11 2. This action arises from DEFENDANT’s advertisement and sale of
12 hunting knife and sheath combinations represented as being entirely or
13 substantially made in the U.S.A. (the “Product”) to HOURIANI and a large
14 class of individuals when, in fact, the Product is not entirely or substantially
15 made in the U.S.A.

16 3. DEFENDANT advertised, sold, and warranted the Product to
17 Plaintiff and the Class as being entirely or substantially made in the U.S.A.
18 when it was fully aware that the Product is not entirely or substantially made in
19 the U.S.A.

20 4. HOURIANI, on his own behalf and on behalf of all those similarly
21 situated (the “Class”) has notified DEFENDANT of its unlawful and deceptive
22 marketing and sales practices and demanded that DEFENDANT (a) cease and
23 desist from further deceptive marketing and sales practices with respect to the
24 Product; and (b) give notice to and offer reimbursement to all consumers who
25 purchased the Product. DEFENDANT continues its unlawful and deceptive
26 practices unabated and has provided no remedy to HOURIANI or the Class.

27 5. HOURIANI brings this action on behalf of himself and the Class
28 for DEFENDANT’s unlawful and deceptive marketing and sales practices in

1 violation of, among other laws, the CLRA. HOURIANI seeks damages, a
2 refund of monies paid by all members of the Class to purchase the Product,
3 injunctive and declaratory relief, restitution, disgorgement of profits, punitive
4 damages, and attorney’s fees and any other relief to which HOURIANI and the
5 Class may be entitled.

6 **II. JURISDICTION AND VENUE**

7 6. The Court has jurisdiction over the Plaintiff’s and the Class
8 Members’ claims under 28 U.S.C. § 1331 and 28 U.S.C. § 1332, as Plaintiff seeks
9 to represent a class of persons in a matter in controversy which exceeds the sum or
10 value of \$5,000,000, exclusive of interest and costs, and members of the class
11 of persons are citizens of a foreign state and Defendant is a citizen of a State.

12 7. Venue is proper in the Court pursuant to 28 U.S.C. 1391(b)(1-3)
13 and 28 U.S.C. 1391(c) because: a substantial part of the events or omissions
14 giving rise to the claims occurred in the Central District of California and
15 Defendant is subject to personal jurisdiction in the Central District of
16 California.

17 **III. THE PARTIES**

18 **Plaintiff:**

19 8. RODNEY HOURIANI (“HOURIANI or “PLAINTIFF”) is, and at
20 all material times mentioned was:

- 21 (a) An individual who resides in the County of Los Angeles,
22 California;
- 23 (b) Purchased the Product with the expectation that the Product
24 was entirely or substantially made in the U.S.A.;
- 25 (c) Relied on Defendant’s advertisements and / or
26 representations of the Product when purchasing the Product;
- 27 (d) Received a Product that is not entirely or substantially made
28 in the U.S.A.;

- 1 (e) Notified DEFENDANT of the misrepresented and falsely
2 advertised Product and demanded that DEFENDANT (a)
3 cease and desist from further deceptive marketing and sales
4 practices with respect to the Product; and (b) give notice to
5 and offer reimbursement to all consumers who purchased
6 the Product; and
7 (f) Did not receive notice from Defendant that it would provide
8 the remedies demanded related to the Product.

9 **Defendant:**

10 9. HOURIANI is informed and believes, and based upon that
11 information and belief alleges, that Defendant BUCK KNIVES, INC. is, and at
12 all times mentioned was:

- 13 (a) A Nevada corporation, headquartered in Kootenai County,
14 Idaho, and conducting business in Los Angeles County,
15 California;
16 (b) The manufacturer and distributor of the Product;
17 (c) Advertised and made other representations, including via
18 product packaging and website pages, that the Product was
19 entirely or substantially made in the U.S.A.;
20 (d) Sold, to Plaintiff and the Class, the Product that was not
21 entirely or substantially made in the U.S.A.;
22 (e) Knew that the Product was not entirely or substantially made
23 in the U.S.A.;
24 (f) Continues to deceptively market and sell the Product; and
25 (g) Did not provide a remedy to HOURIANI or the Class to
26 compensate them for their purchases of the misrepresented
27 and falsely advertised Product.
28

1 **IV. THE CONDUCT**

2 10. DEFENDANT markets, manufactures and distributes hunting
3 knife and sheath combinations throughout the United States including within
4 California.

5 11. HOURIANI purchased the Product at Big 5 Sporting Goods on or
6 about December 6, 2020, for \$59.99 plus tax. HOURIANI expected and
7 desired to purchase a knife and sheath that were made in the U.S.A. When
8 purchasing the Product, he relied on the Product's packaging, which on one
9 side includes the American flag graphics and "USA MADE." On the other side
10 of the Product's packaging, a label states "MADE IN U.S.A." The labeling and
11 graphics constituted a representation that the Product was entirely or
12 substantially made in the U.S.A. HOURIANI has also viewed website
13 advertisements that state that the Product is "Made in the USA." The Product's
14 website even depicts the American Flag and "Made in the USA" graphics
15 superimposed over photos of the sheath.

16 12. Upon further examination after purchase, after opening the
17 packaging, HOURIANI found a label hidden within the sheath that states
18 "SHEATH MADE IN MEXICO."

19 13. DEFENDANT sells the Product for \$54.99 on its website and sells
20 the sheath alone for \$16.50 on its website.

21 14. DEFENDANT's prominent labeling and graphics for the Product
22 constituted a representation that the Product was entirely or substantially made
23 in the U.S.A.

24 15. HOURIANI did not receive goods and services that were as
25 advertised and/or as represented. Rather, the Product was not entirely or
26 substantially made in the U.S.A.

27 16. Upon information and belief, DEFENDANT had knowledge that it
28 was falsely advertising and/or representing that the Product was entirely or

1 substantially made in the U.S.A. while the Product is sold in packaging
2 containing a hidden label that states, “SHEATH MADE IN MEXICO.”

3 17. DEFENDANT has engaged in the unlawful and deceptive practice
4 of advertising and/or representing that goods or services are of a particular
5 source, standard, quality, or grade when they are of another. These
6 representations, which are not accurate, allow DEFENDANT to improperly
7 obtain revenues and profits.

8 18. On December 15, 2020, HOURIANI Notified DEFENDANT of
9 the misrepresented and falsely advertised Product and demanded that
10 DEFENDANT (a) cease and desist from further deceptive marketing and sales
11 practices with respect to the Product; and (b) give notice to and offer
12 reimbursement to all consumers who purchased the Product.

13 19. DEFENDANT continues to engage in the unlawful and deceptive
14 practice of advertising and/or representing that goods or services are of a
15 particular source, standard, quality, or grade when they are of another.
16 Additionally, DEFENDANT has not provided a remedy to HOURIANI or the
17 Class for their purchases of the misrepresented Product.

18 **V. CLASS ALLEGATIONS**

19 20. Under Federal Rules of Civil Procedure, rule 23(b)(2) and (b)(3) (28
20 U.S.C.), HOURIANI will seek certification of a Class consisting of:

21 21. All persons who purchased a Buck Knives, Inc. hunting knife and
22 sheath combination (the “Product”) at any time during the period commencing on
23 the date that is within three (3) years prior to the filing of this Complaint and
24 continuing thereafter (the “Class Period”) and received a knife or sheath that was
25 not made in the U.S.A.

26 22. This action is properly brought and may be maintained and certified
27 as a class action under Federal Rules of Civil Procedure, rule 23 (28 U.S.C.).
28

1 23. **Numerosity (Rule 23(a)(1))**: The Class is so numerous that joinder
2 of all members before this Court as individual Plaintiffs is impracticable. The
3 identity of Class members is ascertainable from various sources including sales
4 records, and/or via notice by publication

5 24. **Common Questions of Law or Fact (Rule 23(a)(2))**: There are
6 questions of law and fact common to the Class which include but are not limited
7 to:

- 8 (a) Whether DEFENDANT deceptively advertised and made
9 other representations, including via product packaging and
10 website pages, that the Product was entirely or substantially
11 made in the U.S.A.;
- 12 (b) Whether DEFENDANT sold, to the Class, a Product that was
13 not entirely or substantially made in the U.S.A.;
- 14 (c) Whether DEFENDANT knew that the Product was not
15 entirely or substantially made in the U.S.A.;
- 16 (d) Whether HOURIANI and the Class relied on
17 DEFENDANT's representations;
- 18 (e) Whether DEFENDANT's misrepresentations were material
19 to HOURIANI and the Class;
- 20 (f) Whether HOURIANI and the Class have suffered injuries
21 and, if so, an appropriate remedy for those injuries; and,
- 22 (g) Whether DEFENDANT continues to deceptively market and
23 sell the Product.

24 25. **Typicality (Rule 23(a)(3))**: HOURIANI's claims are typical of the
25 claims or of the Class. HOURIANI, like all members of the Class, purchased the
26 Product advertised as being entirely or substantially made in the U.S.A, but which
27 is entirely or substantially or substantially made in the U.S.A. Plaintiff has
28

1 suffered damages that are consistent with those suffered by other members of the
2 Class.

3 26. **Adequacy (Fed. R. Civ. P. 23(a)(4))**: HOURIANI as a
4 representative party will fairly and adequately protect the interests of the Class.
5 HOURIANI’s interests do not conflict with the interests of the Class in any
6 fashion. HOURIANI is represented by attorneys experienced in the litigation of
7 class and representative claims and in the area of consumer-protection litigation.

8 27. **Superiority (Rule 23(b)(1))**: Prosecuting separate actions by
9 individual members of the Class would create a risk of inconsistent or varying
10 adjudications with respect to individual class members that would establish
11 incompatible standards of conduct for the party opposing the class. Additionally, a
12 class action is superior to individual actions with respect to judicial efficiency.
13 Prosecuting individual actions on behalf of all members of the Class would be
14 burdensome to the Court. Additionally, prosecution of separate actions by
15 members of the Class may not be financially viable, thus discouraging the
16 prosecution of those otherwise viable claims.

17 **FIRST CAUSE OF ACTION**
18 **FOR VIOLATIONS OF THE CALIFORNIA CONSUMERS LEGAL**
19 **REMEDIES ACT**
20 **[CAL. CIV. CODE §§ 1750, *et seq.*]**
21 **(By HOURIANI, On His Own Behalf And On Behalf Of The Class, And**
22 **Against DEFENDANT)**

23 28. HOURIANI repeats and re-alleges Paragraphs 1 through 27,
24 inclusive, of this complaint and they are incorporated herein by this reference.

25 29. DEFENDANT’S business practices violated (and continue to violate)
26 the CLRA, codified at California Civil Code sections 1750 through 1784.¹ Section
27 1770 makes the following conduct illegal:

28 ¹ All further undesignated state statutory references are to California state statutes.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(a)(1) Passing off goods or services as those of another.

(a)(2) Misrepresenting the source, sponsorship, approval, or certification of goods or services.

(a)(4) Using deceptive representations or designations of geographic origin in connection with goods or services.

(a)(5) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he or she does not have.

(a)(7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.

(a)(9) Advertising goods or services with intent not to sell them as advertised.

30. HOURIANI and all members of the Class are a “consumer,” as that term is defined in Civil Code section 1761, subdivision (d) because HOURIANI and the Class purchased the Product for personal, family, or household purposes.

31. HOURIANI purchased the Product at Big 5 Sporting Goods on or about December 6, 2020, for \$59.99 plus tax. HOURIANI expected and desired to purchase a knife and sheath that were made in the U.S.A. When purchasing the Product, he relied on the Product’s packaging, which on one side includes the American flag graphics and “USA MADE.” On the other side of the Product’s packaging, a label states “MADE IN U.S.A.” The labeling and graphics constituted a representation that the entirety, or a substantial portion of the Product was made in the U.S.A. HOURIANI has also viewed website advertisements that state that the Product is “Made in the USA.” The Product’s

1 website even depicts the American Flag and “Made in the USA” graphics
2 superimposed over photos of the sheath.

3 32. Upon further examination after purchase, after opening the
4 packaging, HOURIANI found a label hidden within the sheath that states
5 “SHEATH MADE IN MEXICO.”

6 33. DEFENDANT sells the Product for \$54.99 on its website and sells
7 the sheath alone for \$16.50 on its website.

8 34. Upon information and belief, DEFENDANT affirmatively
9 misrepresented to HOURIANI and the Class through advertisements, website
10 pages, and product packaging that the Product was entirely or substantially
11 made in the U.S.A.

12 35. HOURIANI and the Class did not receive goods and services that
13 were as advertised and/or as represented. Rather, the Product was not entirely
14 or substantially made in the U.S.A.

15 36. Upon information and belief, DEFENDANT knew or should have
16 known that it was falsely advertising and/or representing to HOURIANI and
17 the Class that the product was entirely or substantially made in the U.S.A.
18 while the Product was sold with a hidden label that states, “SHEATH MADE
19 IN MEXICO.”

20 37. On December 15, 2020, HOURIANI notified DEFENDANT of the
21 misrepresented and falsely advertised Product and demanded that
22 DEFENDANT (a) cease and desist from further deceptive marketing and sales
23 practices with respect to the Product; and (b) give notice to and offer
24 reimbursement to all consumers who purchased the Product.

25 38. DEFENDANT has engaged in the unlawful and deceptive practice
26 of advertising and/or representing that goods or services are of a particular
27 source, standard, quality, or grade when they are of another. Additionally,
28

1 DEFENDANT has not provided a remedy to HOURIANI or the Class for their
2 purchases of the misrepresented and/or falsely advertised Product.

3 39. Upon information and belief, DEFENDANT violated the CLRA by
4 passing off the Product as that of another; misrepresenting the source of the
5 Product; using deceptive representations or decisions of geographic origin in
6 connection with the Product; representing the Product has sponsorship,
7 characteristic, ingredients, uses, benefits, or quantities that it does not have;
8 representing that the Product is of a particular standard, quality, or grade when
9 they are of another; and falsely representing/advertising the Product with intent
10 not to sell it as advertised.

11 40. Specifically, Plaintiff alleges that DEFENDANT falsely and
12 misleadingly claims, advertises, and/or represents that the Product is entirely or
13 substantially made in the U.S.A. However, the Product is not entirely or
14 substantially made in the U.S.A. The sheath component of the Product is sold in
15 packaging that contains a hidden label stating, "SHEATH MADE IN MEXICO."

16 41. **Nature of Falsity.** DEFENDANT's false and misleading claims,
17 advertisements, and representations violate the CLRA because they: pass off the
18 Product as that of another; misrepresent the source of the Product; use deceptive
19 representations or decisions of geographic origin in connection with the Product;
20 represent that the Product has sponsorship, characteristic, ingredients, uses,
21 benefits, or quantities that it does not have; represent that the Product is of a
22 particular standard, quality, or grade when they are of another; and falsely
23 represent/advertise the Product with intent not to sell it as advertised.

24 42. **Reliance.** HOURIANI and the Class relied on DEFENDANT's
25 claims, advertisements, and / or representations when deciding to purchase the
26 Product. HOURIANI and the Class would not have reason to suspect that the
27 statements contained in DEFENDANT's advertisements, website pages, product
28 packaging, and/or other materials were inaccurate.

1 43. **Materiality.** DEFENDANT’s misrepresentations were material to
2 HOURIANI and the Class. Had HOURIANI and the Class known the truth, and
3 that DEFENDANT’S statements and representations about the Product’s origins
4 were misleading, deceptive, and unfair, they would have never purchased the
5 Product.

6 44. **Injury.** DEFENDANT’s actions or omissions injured HOURIANI
7 and the Class.

8 45. **Declaration of Venue.** HOURIANI has attached, as Exhibit 1, an
9 Affidavit of Venue, as required by Civil Code section 1780, subdivision (d).

10 46. On December 15, 2020, HOURIANI, by and through counsel, has
11 notified DEFENDANT in writing of the particular violations of the CLRA, and
12 has demanded that it take certain corrective actions within the period prescribed
13 by the CLRA for such demands. A copy of the letter sent to DEFENDANT is
14 attached as Exhibit 2.

15 47. Therefore, HOURIANI and the Class request statutory and actual
16 damages, as well as punitive damages, interest and attorneys’ fees as authorized
17 by Civil Code section 1780, subdivision (a).

18 48. Regardless of an award of damages, however, HOURIANI and the
19 Class seek an Order enjoining DEFENDANT from continuing to engage in the
20 methods, acts, and practices violating CAL. CIV. CODE § 1782(a)(2), as well as
21 costs, attorneys’ fees and any other relief which the Court deems proper.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SECOND CAUSE OF ACTION
FOR VIOLATIONS OF CALIFORNIA’S UNFAIR COMPETITION
LAWS
[CAL. BUS. & PROF. CODE §§ 17200, *et seq.*]
(By HOURIANI, On His Own Behalf And On Behalf Of The Class, And
Against DEFENDANT)

49. HOURIANI repeats and re-alleges paragraphs 1 through 48, inclusive, of this Complaint and they are incorporated herein by this reference.

50. DEFENDANT’S business practices violated (and continue to violate) California’s Unfair Competition Laws (Bus. & Prof. Code, §§ 17200, *et seq.*) (

51. The Business and Professions Code defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. At all relevant times, by and through the conduct described in this complaint, DEFENDANT has engaged in unfair and unlawful practices by advertising and/or representing that the Product is entirely or substantially made in the U.S.A. DEFENDANT has engaged in further unfair and unlawful practices by inducing consumers to buy the Product through its false and deceptive advertising that the Product is entirely or substantially made in the U.S.A.

52. All of this conduct by DEFENDANT violated Civil Code sections 1750, *et seq.* and violated Business and Professions Code sections 17200, *et seq.*, and has deprived HOURIANI and the Class of fundamental rights and privileges.

53. By and through the unfair and unlawful business practices described herein, DEFENDANT has obtained valuable property and/or money from HOURIANI and the Class and has deprived them of valuable rights and benefits guaranteed by law, all to the detriment of HOURIANI and the Class.

54. All the acts described herein are violations of, among other things, the Civil Code, are unlawful and in violation of public policy; and in addition, are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair

1 and unlawful business practices in violation of Business and Professions Code
2 sections 17200, et seq.

3 55. HOURIANI and the Class are entitled to, and do, seek such relief as
4 may be necessary to restore to them the money and property that DEFENDANT
5 has acquired, or of which HOURIANI and the Class have been deprived, by
6 means of the above-described unfair and unlawful business practices.

7 56. HOURIANI is further entitled to, and does, seek a declaration that the
8 above-described business practices are unfair and unlawful and that an injunctive
9 relief should be issued restraining DEFENDANT from engaging in any of those
10 unfair and unlawful business practices in the future.

11 57. HOURIANI and the Class have no plain, speedy, and/or adequate
12 remedy at law to redress the injuries that they have suffered as a consequence of
13 the DEFENDANT'S unfair and unlawful business practices. As a result of these
14 unfair and unlawful business practices, HOURIANI and the Class have suffered
15 and will continue to suffer irreparable harm unless DEFENDANT is restrained
16 from continuing to engage in these practices. In addition, DEFENDANT should
17 be required to disgorge all ill-gotten gains flowing from the conduct described in
18 this Complaint.

19 **THIRD CAUSE OF ACTION**
20 **FOR VIOLATIONS OF CALIFORNIA'S FALSE ADVERTISING LAWS**
21 **[CAL. BUS. & PROF. CODE §§ 17500, et seq.]**
22 **(By HOURIANI, On His Own Behalf And On Behalf Of The Class, And**
23 **Against DEFENDANT)**

24 58. HOURIANI repeats and re-alleges paragraphs 1 through 57,
25 inclusive, of this Complaint and they are incorporated herein by this reference.
26
27
28

1 59. DEFENDANT’S business practices violated (and continue to violate)
2 California’s False Advertising Laws (Bus. & Prof. Code, 17500, et seq.). Business
3 and Professions Code section 17500 states that:

4 It is unlawful for any person, firm, corporation or association,
5 or any employee thereof with intent directly or indirectly to
6 dispose of real or personal property or to perform services,
7 professional or otherwise, or anything of any nature whatsoever
8 or to induce the public to enter into any obligation relating
9 thereto, to make or disseminate or cause to be made or
10 disseminated before the public in this state, or to make or
11 disseminate or cause to be made or disseminated from this state
12 before the public in any state, in any newspaper or other
13 publication, or any advertising device, or by public outcry or
14 proclamation, or in any other manner or means whatever,
15 including over the Internet, any statement, concerning that real
16 or personal property or those services, professional or
17 otherwise, or concerning any circumstance or matter of fact
18 connected with the proposed performance or disposition
19 thereof, which is untrue or misleading, and which is known, or
20 which by the exercise of reasonable care should be known, to
21 be untrue or misleading, or for any person, firm, or corporation
22 to so make or disseminate or cause to be so made or
23 disseminated any such statement as part of a plan or scheme
24 with the intent not to sell that personal property or those
25 services, professional or otherwise, so advertised at the price
26 stated therein, or as so advertised. Any violation of the
27 provisions of this section is a misdemeanor punishable by
28 imprisonment in the county jail not exceeding six months, or by
a fine not exceeding two thousand five hundred dollars
(\$2,500), or by both that imprisonment and fine.

60. DEFENDANT’S business practices specifically violated (and
continue to violate) Business and Professions Code section 17533.7, which states:

(a) It is unlawful for any person, firm, corporation, or
association to sell or offer for sale in this state any merchandise
on which merchandise or on its container there appears the
words “Made in U.S.A.,” “Made in America,” “U.S.A.,” or

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

similar words if the merchandise or any article, unit, or part thereof, has been entirely or substantially made, manufactured, or produced outside of the United States.

(b) This section shall not apply to merchandise made, manufactured, or produced in the United States that has one or more articles, units, or parts from outside of the United States, if all of the articles, units, or parts of the merchandise obtained from outside the United States constitute not more than 5 percent of the final wholesale value of the manufactured product.

(c)

(1) This section shall not apply to merchandise made, manufactured, or produced in the United States that has one or more articles, units, or parts from outside of the United States, if both of the following apply:

(A) The manufacturer of the merchandise shows that it can neither produce the article, unit, or part within the United States nor obtain the article, unit, or part of the merchandise from a domestic source.

(B) All of the articles, units, or parts of the merchandise obtained from outside the United States constitute not more than 10 percent of the final wholesale value of the manufactured product.

(2) The determination that the article, unit, or part of the merchandise cannot be made, manufactured, produced, or obtained within the United States from a domestic source shall not be based on the cost of the article, unit, or part.

61. As described in this Complaint, HOURIANI purchased the Product at Big 5 Sporting Goods on or about December 6, 2020, for \$59.99 plus tax. HOURIANI expected and desired to purchase a knife and sheath that were made in the U.S.A. When purchasing the Product, he relied on the

1 Product's packaging, which on one side includes the American flag graphics
2 and "USA MADE." On the other side of the Product's packaging, a label states
3 "MADE IN U.S.A" The labeling and graphics constituted a representation that
4 entirety or a substantial portion of the Product was made in the U.S.A.

5 HOURIANI has also viewed website advertisements that state that the Product
6 is "Made in the USA." The Product's website even depicts the American Flag
7 and "Made in the USA" graphics superimposed over photos of the sheath.

8 62. Upon further examination after purchase, after opening the
9 packaging, HOURIANI found a label hidden within the sheath that states
10 "SHEATH MADE IN MEXICO."

11 63. HOURIANI and the class purchased and continue to purchase the
12 Product because of the inclusion of both the non-folding knife and sheath. The
13 sheath is not an incidental portion of the Product, or incidental to its purchase.
14 HOURIANI purchased the Product for \$59.99 plus tax. Buck Knives sells the
15 Product for \$54.99 on its website and sells the sheath on its own for \$16.50 on its
16 website.

17 64. The sheath component of the Product sells for 30 percent of the retail
18 price of the Product (27 percent of HOURIANI's purchase price for the Product).
19 The sheath, which is purportedly handmade of genuine leather, manifestly
20 comprises more than 5 percent of the wholesale value of the manufactured
21 product. Additionally, the sheath could easily be manufactured in the U.S.A.

22 65. HOURIANI and the Class relied on DEFENDANT'S claims,
23 advertisements, and/or representations when deciding to purchase the Product.
24 HOURIANI and the Class would not have reason to suspect that the statements
25 contained in DEFENDANT's advertisements, website pages, product packaging,
26 and/or other materials were inaccurate.

27 66. DEFENDANT'S misrepresentations were material to HOURIANI
28 and the Class. Had HOURIANI and the Class known the truth, and that

1 DEFENDANT’S statements were misleading, deceptive, and unfair, they would
2 have never purchased the Product.

3 67. DEFENDANT’S actions or omissions injured HOURIANI and the
4 Class.

5 68. Therefore, HOURIANI and the Class request civil penalties,
6 restitution, and disgorgement, as authorized by Business and Professions Code
7 sections 17500, et seq.

8 69. In addition to damages, and regardless of whether damages are
9 awarded, HOURIANI and the Class seek an order enjoining DEFENDANT from
10 continuing to engage in the methods, acts, and practices violating Business and
11 Professions Code sections 17500, et seq. as well as costs, attorneys’ fees and any
12 other relief that the Court deems proper.

13 **VI. RELIEF REQUESTED**

14 WHEREFORE, HOURIANI, on his own behalf and on behalf of the
15 Class, prays for judgment against DEFENDANT as follows:

16 **1. ON THE FIRST CAUSE OF ACTION**

17 (a) For an award of equitable relief as follows:

- 18 **i.** Enjoining DEFENDANT from continuing to engage in
19 the unlawful, unfair, and fraudulent business practices
20 described in this Complaint;
- 21 **ii.** Requiring DEFENDANT to make full restitution of all
22 monies wrongfully obtained as a result of the conduct
23 described in this Complaint;
- 24 **iii.** Requiring DEFENDANT to disgorge all ill-gotten gains
25 flowing from the conduct described in this Complaint;
26 and
- 27 **iv.** Enjoining DEFENDANT from continuing to provide
28 deceptive invoices.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- (b) For an award of statutory and actual damages, as well as punitive damages, as authorized by the CLRA in Civil Code section 1780, subdivision (a);
- (c) For the costs to investigate Plaintiff's claims;
- (d) For an award of attorneys' fees and costs of suit herein, under Civil Code section 1780 and Code of Civil Procedure section 1021.5; and
- (e) For such other and further relief as the Court may deem just and proper.

2. ON THE SECOND CAUSE OF ACTION:

- (a) For restitution and disgorgement; and,
- (b) For injunctive relief ordering the continuing unfair business acts and practices to cease, or as the Court otherwise deems just and proper.

3. ON THE THIRD CAUSE OF ACTION:

- (a) For restitution and disgorgement; and,
- (b) For injunctive relief ordering the continuing unfair business acts and practices to cease, or as the Court otherwise deems just and proper.

4. ON ALL CAUSES OF ACTION:

- (a) For reasonable attorneys' fees;
- (b) For costs of suit;
- (c) For prejudgment interest; and,
- (d) For other and further relief their court deems just and proper.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: March 25, 2021 **LAW OFFICES OF DAVID R. GREIFINGER**

By: 
DAVID R. GREIFINGER
CALVIN A. MARSHALL
Attorneys for Plaintiff

VII. DEMAND FOR JURY TRIAL

Plaintiff RODNEY HOURIANI, on his own behalf and on behalf of the Class demands a jury trial on issues triable to a jury.

Dated: March 25, 2021 **LAW OFFICES OF DAVID R. GREIFINGER**

By: 
DAVID R. GREIFINGER
CALVIN A. MARSHALL
Attorneys for Plaintiff