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

16 KHUSCHBU DIDWANIA,
17 PRATIKKUMAR PATEL, and
BENJAMIN ADAMS,

18 Plaintiffs,

19 v.

20 ONE SOURCE TO MARKET, LLC,
d/b/a HEXCLAD COOKWARE,
21 INC.

22 Defendant.
23
24
25

Case No. 2:23-cv-05110-JFW-JPR

AMENDED COMPLAINT – CLASS ACTION

1. Breach of Express Warranty
2. Negligent Misrepresentation
3. Violation of the California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*
4. Violation of the California False Advertising Law, California Business and Professions Code § 17500, *et seq.*
5. Violation of the California Unfair Competition Law, California Business and Professions Code § 17200, *et seq.*
6. Unjust Enrichment

(Plaintiffs Demand Trial by Jury)

1 Plaintiffs Khushbu Didwania, Pratikkumar Patel, and Benjamin Adams
2 (“Plaintiffs”), by and through their attorneys of record, upon personal knowledge as
3 to their own acts and experiences, and upon the investigation of counsel and
4 information and belief as to other matters, file this complaint against One Source to
5 Market, LLC, d/b/a HexClad Cookware, Inc. (“HexClad” or “Defendant”) and allege
6 the following:

7 **INTRODUCTION**

8 1. This is a proposed class action against HexClad for misleading
9 consumers through its marketing related to HexClad cookware products, including
10 claims related to the cookware being “non-toxic” or “free from” certain chemicals.

11 2. In recent years, consumers have become increasingly concerned about
12 using products that are cleaner and safer for humans, animals, and the environment.
13 As a result, consumers are demanding products that are made from more natural
14 ingredients and are environmentally sounder, including products that cause less
15 harm to the environment through the product’s materials, manufacture, use, or
16 disposal. Indeed, consumers have poured billions of dollars into the “ecofriendly”
17 and “natural” products market.¹

18 3. In a recent report, researchers found that members of “Generation Z”
19 (people born between roughly 1996 and 2010) are more likely to spend money on
20 companies and brands seen to be environmentally ethical.² Another
21 report, Nielson’s Global Corporate Sustainability Report, found that 66% of
22 consumers would spend more on a product if it comes from a sustainable brand, and
23 that jumps to 73% among millennials. Therefore, companies have a financial
24

25
26 ¹ <https://www.foodbusinessnews.net/articles/13133-sustainable-product-market-could-hit-150-billion-in-us-by-2021>

27 ² <https://earth.org/what-is-greenwashing/>.

1 incentive to be more environmentally conscious, or at least appear to be.³

2 4. This consumer movement toward environmentally friendly and safe
3 products is generally called the “green” movement. Some companies, like
4 Defendant, deceptively market their products as environmentally friendly and free
5 from harmful chemicals to profit off this growing green movement without *actually*
6 going green. This is known as “greenwashing.” “Greenwashing” generally describes
7 the act of companies misleading consumers regarding the company’s environmental
8 practices or the environmental/health benefits of its products or services.
9 Greenwashers do not make notable efforts toward an environmentally friendly
10 marketplace, certainly not to the extent that they frequently claim.⁴

11 5. HexClad Cookware claims that their products are free from PFOA and
12 PFAS “forever chemicals” while also admitting they are coated with
13 polytetrafluoroethylene (PTFE) and marketing PTFE as safe and inert. The PTFE
14 compound found in the non-stick coating of HexClad Cookware is a fluoropolymer
15 plastic compound that is silicone based and contains both carbon and fluorine.⁵
16 Astonishingly, while expressly telling consumers that PTFE is safe and inert,
17 HexClad wrote and published an undated blog on their website titled “The Perfect
18 Pan: 7 Things a Pan Needs to Be All-in-One.” One of the listed sources for this blog
19 included an article written by the National Library of Medicine (“NLM”). The NLM
20 article was titled “PTFE-coated non-stick cookware and toxicity concerns: a
21 perspective.” The article described PTFE as releasing various gases and chemicals
22 that present mild to severe toxicity at normal cooking temperatures.⁶ This means

23
24 ³ *Id.*

25 ⁴ <https://www.businessnewsdaily.com/10946-greenwashing.html>.

26 ⁵ <https://www.stonefryingpans.com/non-stick-frying-pan-health-risks/>.

27 ⁶ *PTFE-coated non-stick cookware and toxicity concerns: a perspective*, NATIONAL
28 LIBRARY OF MEDICINE, <https://pubmed.ncbi.nlm.nih.gov/28913736/> (last visited Aug.
24, 2023).

1 while telling customers the HexClad Products were non-toxic, HexClad was
2 explicitly aware of the toxicity concerns related to PTFE.

3 6. According to the State of California, where HexClad is headquartered,
4 and laws therein, PTFE is a type of PFAS chemical. It is therefore misleading for
5 HexClad to represent to consumers that its cookware is free from PFOAs and all
6 PFAS.

7 7. Additionally, pursuant to the California Safer Food Packaging &
8 Cookware Act of 2021, cookware sold in California is restricted from making certain
9 “chemical-free” claims in promoting their cookware. Thus, in addition to being
10 deceptive and misleading HexClad’s “free from” claims violate California law.⁷

11 8. Unfortunately for consumers, there are health concerns surrounding
12 PFOA because it stays in the human body, as well as in the environment, for
13 significant periods of time. Health studies on PFOA indicate that people who have
14 been exposed to the chemical are more at risk for endocrine disruption, cancer,
15 thyroid disease, bladder, kidney, and testicular cancer, liver damage and disease, and
16 colitis. When PFOA is used in making non-stick cookware, it can be a significant
17 health risk over time, particularly because the non-stick coating burns off during the
18 cooking process, becoming a toxic pollutant that may make its way into food or into
19 the air we breathe. PFOA is used in the process of making PTFE.⁸

20 9. On October 26, 2022, Consumer Reports (“CR”) published a report
21

22 ⁷ *California Requires New Cookware Chemical Labeling Requirements by*
23 *January 1st*, JDSUPRA, Nov. 30, 2022,
24 <https://www.jdsupra.com/legalnews/california-requires-new-cookware-2459164/>
(last visited June 1, 2023)

25 ⁸ *Id*; see also Kyle Bagentose, *What are PFAS? A guide to understanding*
26 *chemicals behind nonstick pans, cancer fears*, Mar. 7, 2022,
27 <https://www.usatoday.com/story/news/2022/03/07/pfas-guide-chemicals/6652847001/> (last visited June 20, 2023).

1 from a test it conducted on several purported “non-toxic” cookware. It tested three
2 nonstick pans that all claimed to be free from PFAS, including the coatings on the
3 Swiss Diamond, Always, and Red Copper nonstick frying pans to see if they were
4 really free from PFAS chemicals.⁹ The Swiss Diamond pan had a PTFE coating and
5 was said to be PFOA-free and used PTFE in its non-stick coating, identical or
6 substantively similar to HexClad’s cookware.

7 10. The CR test revealed that the PFTE coated Swiss Diamond pan had
8 measurable amounts of PFOA and several other PFAS. Specifically, the Swiss
9 Diamond pan had measurable levels of 16 of the 96 PFAS included in the test and 4
10 parts per billion (ppb) of PFOA in the PFTE coating, even though the package said
11 it was PFOA-free.

12 11. CR further concluded that PFOA-free should not be displayed on non-
13 stick cookware containing a PTFE coating, because that claim is unreliable and also,
14 consumers looking to avoid PFAS in cookware should look for products that claim
15 to be “PTFE free”.¹⁰

16 12. HexClad claims its cookware is “non-toxic” and “free from PFOAs”
17 and PFAS, but the cookware has a PTFE non-stick coating just like the Swiss
18 Diamond pan. This claim misleads consumers into thinking the HexClad Cookware
19 is certainly free from all PFAS and PFOAs when this is highly unlikely, and in fact
20 related studies have concluded such claims to be unreliable.

21 13. Plaintiffs individually and on behalf of a class of similarly situated
22 individuals, bring this class action to end Defendant’s deceptive practice and to
23

24 ⁹ Kevin Loria, *You Can’t Always Trust Claims on ‘Non-Toxic’ Cookware*,
25 CONSUMER REPORTS, Oct. 26, 2022, <https://www.consumerreports.org/toxic-chemicals-substances/you-cant-always-trust-claims-on-non-toxic-cookware-a4849321487/> (last visited May 25, 2023).

26 ¹⁰ *Id.*

1 recover damages from Defendant’s deception.

2 **JURISDICTION AND VENUE**

3 14. This Court has jurisdiction over all causes of action asserted herein
4 pursuant to 28 U.S.C. §1332(d), because the aggregate claims of the Class exceed
5 the sum or value of \$5,000,000.00, and there is diversity of citizenship between
6 plaintiffs, who, as alleged below, are citizens of different states than Defendant.

7 15. Venue is proper in this District pursuant to 28 U.S.C. §1391(a)(1) and
8 (2). Defendant is headquartered in this District and substantial acts in furtherance
9 of the alleged improper conduct occurred within this District.

10 **PARTIES**

11 **Plaintiff Khushbu Didwania**

12 16. Plaintiff Didwania is a resident of Fremont, California.

13 17. Plaintiff Didwania purchased the HexClad 12-inch Hybrid Wok Pan in
14 or around September of 2022 through Defendant’s listings on Amazon.com.

15 18. As described herein, Defendant represented to Plaintiff that this product
16 was a non-toxic, metal-utensil safe, hybrid non-stick pan. Specifically, on the
17 website from which Plaintiff Didwania purchased the HexClad 12-inch Hybrid Wok
18 Pan, it was described as completely “non-toxic” and “PFOA free.”¹¹

19 19. Plaintiff trusted and relied upon the representations made by Defendant,
20 as described herein, when purchasing this product, including but without limitation,
21 that the pan was non-toxic and free from harmful substances, such as PFOA and
22

23 ¹¹ Sometime after the Complaint was filed on June 21, 2023, these representations were
24 removed from the description of the 12-inch Hybrid Wok page on Amazon’s website.
25 See [https://www.amazon.com/HexClad-Nonstick-Dishwasher-Friendly-
26 Compatible/dp/B07W99LJBZ/ref=sr_1_5?crd=58Z29CN507L2&keywords=hexclad%2
27 B12%2Binch%2Bhybrid%2Bwok%2Bwith%2Blid&qid=1692888042&srefix=HexClad
63e904010ad0&th=1](https://www.amazon.com/HexClad-Nonstick-Dishwasher-Friendly-Compatible/dp/B07W99LJBZ/ref=sr_1_5?crd=58Z29CN507L2&keywords=hexclad%2B12%2Binch%2Bhybrid%2Bwok%2Bwith%2Blid&qid=1692888042&srefix=HexClad%2B12%2Caps%2C129&sr=8-5&ufe=app_do%3Aamazn1.fos.f5122f16-c3e8-4386-bf32-63e904010ad0&th=1) (last visited Aug. 24, 2023).

1 other PFAS chemicals.

2 20. Had Plaintiff known the HexClad product purchased did not conform
3 to Defendant’s representations that it was non-toxic and free from harmful
4 substances, such as PFOA and other PFAS chemicals, Plaintiff Didwania would not
5 have purchased the product or would have paid significantly less for it.

6 **Plaintiff Pratikkumar Patel**

7 21. Plaintiff Patel is a resident of Bellevue, Washington.

8 22. Plaintiff Patel purchased the HexClad 10-inch Hybrid Pan in or around
9 August of 2022 through Defendant’s listings on Amazon.com. Specifically, on the
10 website from which Plaintiff Patel purchased the HexClad 10-inch Hybrid Pan, the
11 pan was described as completely “non-toxic” and “PFOA free.”¹²

12 23. As described herein, Defendant represented to Plaintiff that this product
13 was a non-toxic, metal-utensil safe, hybrid non-stick pan.

14 24. Plaintiff Patel trusted and relied upon the representations made by
15 Defendant, as described herein, when purchasing this product, including but without
16 limitation, that the pan was non-toxic and free from harmful substances, such as
17 PFOA and other PFAS chemicals.

18 25. Had Plaintiff Patel known the HexClad product purchased did not
19 conform to Defendant’s representations that it was non-toxic and free from harmful
20 substances, such as PFOA and other PFAS chemicals, Plaintiff Patel would not have
21 purchased the product or would have paid significantly less for it.

22
23 _____

24 ¹² Sometime after the Complaint was filed on June 21, 2023, these representations were
25 removed from the description of the 10-inch Hybrid Pan page on Amazon’s website. See
26 [https://www.amazon.com/HexClad-Nonstick-Dishwasher-Friendly-
27 Compatible/dp/B07WLQTCRH/ref=sr_1_5?crid=21Y1BY0HMYAAW&keywords=Hex
28 clad%2010%20inch%20Hybrid%20Bpan&qid=1692888568&sprefix=hexclad%2010%20Binch%20Bhybrid%20Bpan%2Caps%2C118&sr=8-5&th=1](https://www.amazon.com/HexClad-Nonstick-Dishwasher-Friendly-Compatible/dp/B07WLQTCRH/ref=sr_1_5?crid=21Y1BY0HMYAAW&keywords=Hex%20clad%2010%20inch%20Hybrid%20Bpan&qid=1692888568&sprefix=hexclad%2010%20Binch%20Bhybrid%20Bpan%2Caps%2C118&sr=8-5&th=1)

1 **Plaintiff Benjamin Adams**

2 26. Plaintiff Adams is a resident of Union, New Jersey.

3 27. Plaintiff Adams purchased the HexClad 12-inch Hybrid Pan in or
4 around April of 2023 through Defendant’s website. Specifically, on Defendant’s
5 website from which Plaintiff Adams purchased the HexClad 12-inch Hybrid Pan,
6 HexClad described the set as “non-toxic” and “metal utensil safe” on the exact page
7 that website users add the pan to their shopping cart. Other sections of Defendant’s
8 website also described the set as PFOA and PFAS free.

9 28. As described herein, Defendant represented to Plaintiff that this product
10 was a non-toxic, metal-utensil safe, hybrid non-stick pan. HexClad describes the
11 coating on this pan as “high-grade non-toxic Japanese coating infused with diamond
12 dust for extra toughness.”¹³

13 29. Plaintiff Adams trusted and relied upon the representations made by
14 Defendant, as described herein, when purchasing this product, including but without
15 limitation, that the pan was non-toxic and free from harmful substances, such as
16 PFOA and other PFAS chemicals.

17 30. Had Plaintiff Adams known the HexClad product purchased did not
18 conform to Defendant’s representations that it was non-toxic and free from harmful
19 substances, such as PFOA and other PFAS chemicals, Plaintiff Adams would not
20 have purchased the product or would have paid significantly less for it.

21 **Defendant**

22 31. Defendant One Source to Market, LLC is a California limited liability
23 company with its principal address at 1478 Sunset Plaza Drive, Los Angeles,
24 California 90069. One Source to Market, LLC has four members including two
25 Nevada limited liability companies owned by Nevada Trusts, a Florida limited

26 _____
27 ¹³ <https://hexclad.com/products/memorial-day-bundle>.

1 liability company owned by a Florida resident, and a citizen of the United Kingdom,
2 residing in the United Kingdom. One Source to Market, LLC, under the brand name
3 HexClad, manufactures and sells stainless steel and non-stick cookware with
4 hexagonal stamping. HexClad’s website, www.hexclad.com, lists its headquarters
5 located at 500 S. Anderson Street, Los Angeles, California 90033. HexClad sells its
6 products both online, including directly from its website, www.hexclad.com, and
7 through online retailers like Amazon or Walmart. Defendant offers a variety of
8 products, including individual pans and woks, cookware sets, and knives. HexClad
9 markets its pans, woks and cookware as “non-toxic and “free from” certain
10 chemicals including PFOA and PFAS.

11 **FACTUAL ALLEGATIONS**

12 **A. The Green Movement and Greenwashing**

13 32. In recent years, consumers have become significantly more aware and
14 sensitive to their impact on the environment and their own health and safety through
15 the products they purchase and use. As a result, a movement has developed
16 demanding consumer products that contain natural ingredients and are
17 environmentally sound, i.e., that do not harm the environment through the product’s
18 ingredients, manufacture, use, or disposal. The term “Green” is commonly used to
19 describe these products, and the environmental movement that led to them.

20 33. In response to consumers’ desire for safe, clean, and natural products,
21 many companies “greenwash” their products by deceptively claiming that their
22 products are safer or cleaner than they are. Rather than creating the safe, clean, non-
23 toxic products that consumers desire, many companies have chosen to “greenwash”
24 their products through deceptive labeling, suggesting and outright stating that their
25 products are safe, clean, or natural when, in fact, they contain ingredients that are
26 harmful to humans, animals, and/or the environment, or are otherwise not clean
27 products.

1 34. Greenwashing is the “activities by a company or an organization that
2 are intended to make people think that it is concerned about the environment, even
3 if its real business practice actually harms the environment.” Oxford English
4 Dictionary.

5 35. Environmentalist Jay Westerveld coined the term “greenwashing” in
6 1986, in a critical essay inspired by the irony of the “save the towel” movement in
7 hotels that had little impact beyond saving hotels money in laundry costs, and those
8 same hotels were simultaneously tearing down forests for new properties. The idea
9 emerged in a period when most consumers received their news primarily from
10 television, radio, and print media, so they couldn’t fact-check the way they could
11 today via the internet.

12 36. Companies that have engaged in greenwashing on a wide scale have
13 made headlines over the years. In the mid-’80s, for example, oil company Chevron
14 commissioned a series of expensive television and print ads to broadcast its
15 environmental dedication. But while the now-infamous “People Do” campaign ran,
16 Chevron was actively violating the Clean Air Act and Clean Water Act, as well as
17 spilling oil into wildlife refuges.

18 37. Chevron was far from the only corporation making outrageous claims,
19 unfortunately. In 1991, chemical company DuPont announced its double-hulled oil
20 tankers with ads featuring marine animals prancing in chorus to Beethoven’s “Ode
21 to Joy.” It turned out the company was the largest corporate polluter in the U.S. that
22 year.

23 38. Unfortunately for consumers, false claims of environmental soundness
24 have grown along with the demand for green products. In a released study, the
25 environmental consulting group TerraChoice Environmental Marketing found that
26 98% of more than 2,000 products it surveyed in North America made false and
27 misleading environmental claims by committing one or more of what it classified as
28

1 the “Seven Sins of Greenwashing”¹⁴:

- 2 a. The Sin of the Hidden Trade-off – committed by suggesting a
3 product is “green” based on an unreasonably narrow set of
4 attributes without attention to other important environmental
5 issues;
- 6 b. The Sin of No Proof – committed by an environmental claim that
7 cannot be substantiated by easily accessible supporting
8 information or by a reliable third-party certification;
- 9 c. The Sin of Vagueness – committed by every claim that is so
10 poorly defined or broad that its real meaning is likely to be
11 misunderstood by the consumer;
- 12 d. The Sin of Irrelevance – committed by making an environmental
13 claim that may be truthful but is unimportant or unhelpful for
14 consumers seeking environmentally preferable products;
- 15 e. The Sin of Lesser of Two Evils – committed by claims that may
16 be true within the product category but that risk distracting the
17 consumer from the greater environmental impacts of the category
18 as a whole;
- 19 f. The Sin of Fibbing – committed by making environmental claims
20 that are simply false; and
- 21 g. The Sin of Worshipping False Labels – committed by a product
22 that, through either words or images, gives the impression of
23 third-party endorsement where no such endorsement actually
24

25
26
27 ¹⁴ <http://sinsofgreenwashing.org/>.

1 exists or fake labels.¹⁵

2 39. Recent data shows that many fashion brands and textile retailers,
3 particularly, are guilty of greenwashing and exaggerating their sustainability
4 credentials without disclosing supporting evidence.¹⁶

5 40. To put it plainly, corporate good is in these days and corporations, like
6 Defendant, will do whatever it takes, even in some cases participate in greenwashing
7 or other forms of related deception to consumers, to appear environmentally
8 conscious, safe, and clean. Recognizing this problem, the United States Federal
9 Trade Commission (“FTC”) created the “Green Guides” to help companies avoid
10 making misleading and deceptive claims.¹⁷

11 **B. FTC Regulation of Greenwashing and the Green Guides**

12 41. Section 5 of the FTC Act prohibits deceptive acts and practices in or
13 affecting commerce. A representation, omission, or practice is deceptive if it is
14 likely to mislead consumers acting reasonably under the circumstances and is
15 material to consumers’ decisions. See FTC Policy Statement on Deception, 103 FTC
16 174 (1983).

17 42. In the context of environmental marketing claims, a reasonable basis
18 often requires competent and reliable scientific evidence. Such evidence consists of
19 tests, analyses, research, or studies that have been conducted and evaluated in an
20 objective manner by qualified persons and are generally accepted in the profession
21 to yield accurate and reliable results. Such evidence should be sufficient in quality
22

23 ¹⁵ Paul Des Marais, “Decoding 20 Common Green Packaging Symbols,” ZENPACK,
24 Dec. 7, 2020, <https://www.zenpack.us/blog/decoding-20-common-green-packaging-symbols/> (Mar. 21, 2023).

25 ¹⁶ Fashion Transparency Index 2022 Edition, FASHION REVOLUTION,
26 https://issuu.com/fashionrevolution/docs/fti_2022 (Mar. 21, 2023).

27 ¹⁷ See generally 16 C.F.R. § 260—Guide for the User of Environmental Marketing
28 Claims.

1 and quantity based on standards generally accepted in the relevant scientific fields,
2 when considered considering the entire body of relevant and reliable scientific
3 evidence, to substantiate that each of the marketing claims is true.¹⁸

4 43. According to the FTC, the following general principles apply to
5 environmental marketing claims.¹⁹

6 a. Qualifications and Disclosures: To prevent deceptive claims,
7 qualifications and disclosures should be clear, prominent, and
8 understandable. To make disclosures clear and prominent,
9 marketers should use plain language and sufficiently large type,
10 should place disclosures in close proximity to the qualified claim,
11 and should avoid making inconsistent statements or using
12 distracting elements that could undercut or contradict the
13 disclosure.

14 b. Distinction Between Benefits of Product, Package, and Service:
15 Unless it is clear from the context, an environmental marketing
16 claim should specify whether it refers to the product, the
17 product's packaging, a service, or just to a portion of the product,
18 package, or service. In general, if the environmental attribute
19 applies to all but minor, incidental components of a product or
20 package, the marketer need not qualify the claim to identify that
21 fact. However, there may be exceptions to this general principle.
22 For example, if a marketer makes an unqualified recyclable
23 claim, and the presence of the incidental component significantly
24

25 ¹⁸ Part 260—Guides for the Use of Environmental Marketing Claims, FTC,
26 <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-issues-revised-green-guides/greenguides.pdf>, (Mar. 21, 2023).

27 ¹⁹ 16 C.F.R. § 260.3.

1 limits the ability to recycle the product, the claim would be
2 deceptive.

3 i. Example: A plastic package containing a new shower curtain is
4 labeled “recyclable” without further elaboration. Because the
5 context of the claim does not make clear whether it refers to the
6 plastic package or the shower curtain, the claim is deceptive if
7 any part of either the package or the curtain, other than minor,
8 incidental components, cannot be recycled.

9 c. Overstatement of Environmental Attribute: An environmental
10 marketing claim should not overstate, directly or by implication,
11 an environmental attribute or benefit. Marketers should not state
12 or imply environmental benefits if the benefits are negligible.

13 i. Example: A trash bag is labeled “recyclable” without
14 qualification. Because trash bags ordinarily are not separated
15 from other trash at the landfill or incinerator for recycling, they
16 are highly unlikely to be used again for any purpose. Even if
17 the bag is technically capable of being recycled, the claim is
18 deceptive since it asserts an environmental benefit where no
19 meaningful benefit exists.

20 d. Comparative Claims: Comparative environmental marketing
21 claims should be clear to avoid consumer confusion about the
22 comparison. Marketers should have substantiation for the
23 comparison.

24 i. Example: An advertiser notes that its glass bathroom tiles
25 contain “20% more recycled content.” Depending on the
26 context, the claim could be a comparison either to the
27 advertiser’s immediately preceding product or to its
28 competitors’ products. The advertiser should have
substantiation for both interpretations. Otherwise, the
advertiser should make the basis for comparison clear, for
example, by saying “20% more recycled content than our
previous bathroom tiles.”

e. Certifications and Seals of Approval: It is deceptive to
misrepresent, directly or by implication, that a product, package,
or service has been endorsed or certified by an independent third

1 party. A marketer's use of an environmental certification or seal
2 of approval likely conveys that the product offers a general
3 environmental benefit (see § 260.4) if the certification or seal
4 does not convey the basis for the certification or seal, either
5 through the name or some other means.

6 i. Example: An advertisement for paint features a "GreenLogo"
7 seal and the statement "GreenLogo for Environmental
8 Excellence." This advertisement likely conveys that: (1) the
9 GreenLogo seal is awarded by an independent, third-party
10 certifier with appropriate expertise in evaluating the
11 environmental attributes of paint; and (2) the product has far-
reaching environmental benefits. If the paint manufacturer
awarded the seal to its own product, and no independent, third-
party certifier objectively evaluated the paint using
independent standards, the claim would be deceptive.

12 f. Biodegradable Claims: It is deceptive to misrepresent, directly or
13 by implication, that a product or package is degradable,
14 biodegradable, oxo-degradable, oxo-biodegradable, or
15 photodegradable. A marketer making an unqualified degradable
16 claim should have competent and reliable scientific evidence that
17 the entire item will completely break down and return to nature
18 within a reasonably short period of time after customary disposal.

19 i. Example: A marketer advertises its trash bags using an
20 unqualified "degradable" claim. The marketer relies on soil
21 burial tests to show that the product will decompose in the
22 presence of water and oxygen. Consumers, however, place
trash bags into the solid waste stream, which customarily
terminates in incineration facilities or landfills where they will
not degrade within one year. The claim is, therefore, deceptive.

23 g. Free-Of Claims: It is deceptive to misrepresent, directly or by
24 implication, that a product, package, or service is free of, or does
25 not contain or use, a substance. A truthful claim that a product,
26 package, or service is free of, or does not contain or use, a
27

1 substance may nevertheless be deceptive if: (1) the product,
2 package, or service contains or uses substances that pose the
3 same or similar environmental risks as the substance that is not
4 present; or (2) the substance has not been associated with the
5 product category.²⁰

6 i. Example: A package of t-shirts is labeled “Shirts made with a
7 chlorine-free bleaching process.” The shirts, however, are
8 bleached with a process that releases a reduced, but still
9 significant, amount of the same harmful byproducts associated
10 with chlorine bleaching. The claim overstates the product’s
11 benefits because reasonable consumers likely would interpret it
12 to mean that the product’s manufacture does not cause any of
13 the environmental risks posed by chlorine bleaching.

14 h. Non-Toxic Claims: It is deceptive to misrepresent, directly or by
15 implication, that a product, package, or service is non-toxic. A
16 non-toxic claim likely conveys that a product, package, or
17 service is non-toxic both for humans and for the environment
18 generally. Therefore, marketers making non-toxic claims should
19 have competent and reliable scientific evidence that the product,
20 package, or service is non-toxic for humans and for the
21 environment or should clearly and prominently qualify their
22 claims to avoid deception.

23 i. Example: A marketer advertises a cleaning product as
24 “essentially non-toxic” and “practically non-toxic.” The
25 advertisement likely conveys that the product does not pose any
26 risk to humans or the environment, including household pets.
27 If the cleaning product poses no risk to humans but is toxic to
28 the environment, the claims would be deceptive.

i. Ozone-Safe Claims: It is deceptive to misrepresent, directly or
by implication, that a product, package, or service is safe for, or
friendly to, the ozone layer or the atmosphere.

²⁰ 16 C.F.R. § 260.9.

- 1 i. An aerosol air freshener is labeled “ozone-friendly.” Some of
 2 the product’s ingredients are volatile organic compounds
 3 (VOCs) that may cause smog by contributing to ground-level
 4 ozone formation. The claim likely conveys that the product is
 5 safe for the atmosphere as a whole, and, therefore, is deceptive.
- 6 j. Recyclable Claims: It is deceptive to misrepresent, directly or by
 7 implication, that a product or package is recyclable. A product
 8 or package should not be marketed as recyclable unless it can be
 9 collected, separated, or otherwise recovered from the waste
 10 stream through an established recycling program for reuse or use
 11 in manufacturing or assembling another item.
- 12 i. Example: A nationally marketed plastic yogurt container
 13 displays the Resin Identification Code (RIC) (which consists of
 14 a design of arrows in a triangular shape 6 containing a number
 15 in the center and an abbreviation identifying the component
 16 plastic resin) on the front label of the container, in close
 17 proximity to the product name and logo. This conspicuous use
 18 of the RIC constitutes a recyclable claim. Unless recycling
 19 facilities for this container are available to a substantial
 20 majority of consumers or communities, the manufacturer
 21 should qualify the claim to disclose the limited availability of
 22 recycling programs.

23 44. The Green Guides also provide additional examples of marketing
 24 claims to “provide the Commission’s views on how reasonable consumers likely
 25 interpret certain claims.”²¹ The FTC provided the following relevant examples:²²

- 26 • The brand name “Eco-friendly” likely conveys that the product has far
 27 reaching environmental benefits and may convey that the product has no
 28 negative environmental impact. Because it is highly unlikely that the
 marketer can substantiate these claims, the use of such a brand name is
 deceptive.
- A brand name like “Eco-safe” would be deceptive if, in the context of the
 product so named, it leads consumers to believe that the product has
 environmental benefits which cannot be substantiated by the manufacturer.
 The claim would not be deceptive if “Eco-Safe” were followed by clear

²¹ 16 C.F.R. § 260.1(d).

²² 16 C.F.R. § 260.1.

1 and prominent qualifying language limiting the safety representation to a
 2 particular product attribute for which it could be substantiated and
 provided that no other deceptive implications were created by the context.

- 3 • A product label contains an environmental seal, either in the form of a
 4 globe icon, or a globe icon with only the text “Earth Smart” around it.
 Either label is likely to convey to consumers that the product is
 5 environmentally superior to other products. If the manufacturer cannot
 6 substantiate this broad claim, the claim would be deceptive. The claims
 would not be deceptive if they were accompanied by clear and prominent
 7 qualifying language limiting the environmental superiority representation
 to the particular product attribute or attributes for which they could be
 substantiated, provided that no other deceptive implications were created
 by the context.
- 8 • A marketer states that its packaging is now “Greener than our previous
 9 packaging.” The packaging weighs 15% less than previous packaging, but
 it is not recyclable, nor has it been improved in any other material respect.
 10 The claim is deceptive because reasonable consumers likely would
 11 interpret “Greener” in this context to mean that other significant
 environmental aspects of the packaging also are improved over previous
 packaging.
- 12 • A marketer advertises a cleaning product as ‘essentially non-toxic’ and
 13 ‘practically non-toxic.’ The advertisement likely conveys that the product
 does not pose any risk to humans or the environment, including household
 14 pets. If the cleaning product poses no risks to humans but is toxic to the
 environment, the claims would be deceptive.

15 Consumers and Green Products

16 45. Consumers are regularly choosing more environmentally friendly
 17 products. In fact, some consumers are changing their buying behavior to reduce the
 18 impact of their consumption habits over the environment, choosing an environment-
 19 friendly consumption behavior, often called green consumption.²³

20 46. Consumers and investors increasingly care about a business’ positive
 21 impact and will make decisions according to brand perceptions. In a 2019 CSR
 22 Survey conducted by Aflac, 77% of consumers felt motivated to make purchasing
 23 decisions from companies committed to making the world a better place and 73% of
 24

25 ²³ “Greenwashing effect, attitudes, and beliefs in green consumption,” EMERALD
 26 INSIGHT, Mar. 12, 2019,
 27 [https://www.emerald.com/insight/content/doi/10.1108/RAUSP-08-2018-
 0070/full/html](https://www.emerald.com/insight/content/doi/10.1108/RAUSP-08-2018-0070/full/html), (Mar. 21, 2023).

1 investors viewed these efforts as contributors to return on investment, and, in turn,
2 often look favorably on companies with conscious social and environmental impact.

3 47. In 2021, GreenPrint’s Business of Sustainability Index, found that 64%
4 of Gen X consumers would spend more on a product if it comes from a sustainable
5 brand, and that figure jumps to 75% among millennials.

6 48. Today, consumers across all generations—from Baby Boomers to Gen
7 Z—are willing to spend more for sustainable products, and the percentages of
8 consumers in those generations willing to pay more for sustainable products is
9 growing. Now, at least 90% of Gen X consumers said that they would be willing to
10 spend an extra 10% or more for sustainable products.²⁴

11 49. An international study of 20,000 customers by grocery brand
12 giant Unilever identified one in three (33%) people were choosing to buy from
13 brands they believe are doing environmental good.²⁵

14 50. A desire to help the environment is the primary reason consumers
15 purchase sustainable products and brands. Almost 30% say they want to improve
16 the environment, with 23% wishing to reduce production waste, 22% wishing to
17 reduce their carbon footprint, and 17% concerned with animal welfare.²⁶ Consumers
18 care about the environment and are purchasing environmentally sound products to
19 support those interests.

20 51. Consumers are also concerned about safety and an inclination towards

21
22 ²⁴ Greg Petro, “Consumers Demand Sustainable Products and Shopping Formats,”
FORBES, Mar. 11, 2022,
23 [https://www.forbes.com/sites/gregpetro/2022/03/11/consumers-demand-](https://www.forbes.com/sites/gregpetro/2022/03/11/consumers-demand-sustainable-products-and-shopping-formats/?sh=551188856a06)
24 [sustainable-products-and-shopping-formats/?sh=551188856a06](https://www.forbes.com/sites/gregpetro/2022/03/11/consumers-demand-sustainable-products-and-shopping-formats/?sh=551188856a06), (Mar. 21, 2023).

25 ²⁵ “Climate explained: are consumers willing to pay more for climate-friendly
products?” THE CONVERSATION, Sept. 29, 2020,
26 [https://theconversation.com/climate-explained-are-consumers-willing-to-pay-](https://theconversation.com/climate-explained-are-consumers-willing-to-pay-more-for-climate-friendly-products-146757)
27 [more-for-climate-friendly-products-146757](https://theconversation.com/climate-explained-are-consumers-willing-to-pay-more-for-climate-friendly-products-146757), (Mar. 21, 2023).

28 ²⁶ *Id.*

1 safer products is guiding consumer choices. A recent survey found that “[w]hen
2 asked to choose the top three factors they prioritize when deciding between products,
3 the majority of consumers surveyed said they prioritize the health/safety of products
4 (71%) and products free from certain toxic chemicals (70%).”²⁷

5 52. Green labels and product marketing impact consumer buying decisions.
6 Marketing and labels allow consumers to make comparisons among products and
7 services in the category and decide their preference.²⁸ Indeed, labels make it easier
8 for consumers to identify green products when they are shopping, reducing
9 consumers’ purchase time. Consumers consider the information related to the
10 environmental attributes of products that companies, like Defendant, put on their
11 label and use that information to make a purchase decision.²⁹ Thus, labels and green
12 marketing tactics, like those used by Defendant, impact consumer buying behavior.

13 53. For these reasons, companies like Defendant have expanded their
14 marketing efforts to attract consumers into purchasing cookware marked “non-
15 toxic” and “free from” various chemicals.

16 **C. Poly-fluoroalkyl Substances (“PFAS”) and Cookware**

17 54. PFAS are a series of chemicals that studies have linked to harmful side
18 effects.

19 55. PFAS chemicals are a class of more than 4,700 man-made chemical
20

21 ²⁷ Made Safe, “What Shoppers Want: Safe & Healthy Products,”
22 <https://www.madesafe.org/wp-content/uploads/2017/07/What-Shoppers-Want.pdf>
(Mar. 21, 2023).

23 ²⁸ “Marketing & Sustainability,” MAJOR SUSTAINABILITY, PENN STATE,
24 <https://majorsustainability.smeal.psu.edu/green-labelling/>, (Mar. 21, 2023).

25 ²⁹ “The Effect of Green Marketing Strategy on Purchasing Decisions: A Review of
26 Previous Research,” INTERNATIONAL JOURNAL OF SCIENTIFIC & TECHNOLOGY
27 RESEARCH VOLUME 8, ISSUE 12, Dec. 2019, [https://www.ijstr.org/final-
print/dec2019/The-Effect-Of-Green-Marketing-Strategy-On-Purchasing-
Decisions-A-Review-Of-Previous-Research.pdf](https://www.ijstr.org/final-print/dec2019/The-Effect-Of-Green-Marketing-Strategy-On-Purchasing-
28 Decisions-A-Review-Of-Previous-Research.pdf), (Mar. 21, 2023).

1 compounds that have a characteristic per fluorinated carbon monitory that confers
2 hydrophobic chemical properties and environmental persistence. PFAS are known
3 as “forever chemicals” because they do not easily break down in the human body or
4 the environment, and thus, persist over long periods of time. Their characteristic
5 benefits—including persistence and hydrophobic properties—propelled their use in
6 thousands of products, including personal care products, fabrics, carpets, cookware,
7 food packaging, and other commercial uses.³⁰

8 56. PFAS chemicals are dangerous to humans. Exposure to PFAS
9 chemicals is associated with an elevated risk for certain cancers, liver and kidney
10 failures, immunological problems, and reproductive and developmental harm.
11 Indeed, “[M]eta-analyses point to a high toxicity and potentially bioaccumulative
12 properties of some metabolites of” PFAS chemicals.³¹ All PFAS contain carbon-
13 fluorine bonds—one of the strongest in nature—making PFAS very persistent in the
14 environment and in human bodies.³²

15 57. A recent New York Times article discussed the effect of PFAS
16 exposure to pregnant women and babies, explaining the effects of PFAS on
17 metabolism and immunity:³³

18
19
20 ³⁰ Heather D. Whitehead, et al., “Fluorinated Compounds in North American
21 Cosmetics,” ENVIRON. SCI. & TECHNOL. LETT. Jun. 15, 2021,
22 https://pubs.acs.org/doi/suppl/10.1021/acs.estlett.1c00240/suppl_file/ez1c00240_si_001.pdf, (Mar. 21, 2023).

23 ³¹ *Id.*

24 ³² Jessian Choy, “My Menstrual Underwear has Toxic Chemicals in It,” SIERRA, Jan.
25 7, 2020, <https://www.sierraclub.org/sierra/ask-ms-green/my-menstrual-underwear-has-toxic-chemicals-it>, (Mar. 21, 2023).

26 ³³ “These Everyday Toxins May be Hurting Pregnant Women and Their Babies,”
27 THE NEW YORK TIMES,
28 <https://www.nytimes.com/2020/09/23/parenting/pregnancy/pfas-toxins-chemicals.html>, (Mar. 21, 2023).

1 [s]cientists think these widely used industrial chemicals may harm
2 pregnant women and their developing babies by meddling with gene
3 regulators and hormones that control two of the body’s most critical
4 functions: metabolism and immunity.

5 ‘And while we understandably focus on highly contaminated
6 communities,’ Dr. Lanphear said, ‘we can predict based upon all the
7 other evidence, that there’s unlikely to be any safe level.’

8 58. The Center for Disease Control’s Agency for Toxic Substances and
9 Disease Registry has recognized that exposure to high levels of PFAS may impact
10 the immune system and reduce antibody responses to vaccines.³⁴

11 59. “The Madrid Statement,” a scientific consensus regarding the
12 persistence and potential for harm of PFAS substances issued by the Green Science
13 Policy Institute and signed by more than 250 scientists from 38 countries,
14 recommended the following actions in order to mitigate future harm: (1)
15 discontinuing use of PFAS where not essential or safer alternatives exist; (2) labeling
16 products containing PFAS; and (3) encouraging retailers and individual consumers
17 to avoid products containing or manufactured using PFAS whenever possible.³⁵

18 60. The current Environmental Protection Agency’s health advisory for
19 PFAS limit PFAS for safe consumption to just 70 nanograms per liter.³⁶ PFAS can
20

21 ³⁴ “What are the health effects of PFAS?” AGENCY FOR TOXIC SUBSTANCES AND
22 DISEASE REGISTRY, <https://www.atsdr.cdc.gov/pfas/health-effects/index.html>, (Mar.
21, 2023).

23 ³⁵ “The Madrid Statement,” GREEN SCIENCE POLICY INSTITUTE,
24 <https://greensciencepolicy.org/our-work/science-policy/madrid-statement/>, (Mar.
21, 2023).

25 ³⁶ “High Levels of PFAS Found in Anti-Fogging Sprays and Cloths,” DUKE
26 UNIVERSITY, NICHOLAS SCHOOL OF THE ENVIRONMENT, Jan. 5, 2022,
27 [https://nicholas.duke.edu/news/high-levels-pfas-foundanti-fogging-sprays-and-](https://nicholas.duke.edu/news/high-levels-pfas-foundanti-fogging-sprays-and-cloths)
28 [cloths](https://nicholas.duke.edu/news/high-levels-pfas-foundanti-fogging-sprays-and-cloths), (Mar. 21, 2023).

1 be harmful at a very, very low concentration.

2 61. This is especially true when PFAS are used in a manner that makes
3 them absorbable or inhalable by humans, such as through cookware.

4 62. That PFAS are harmful to the human body is beyond dispute. In a 2019
5 study, for example, the U.S. Department of Health and Human Services' National
6 Toxicology Program found that PFAS have adverse effects on human organ systems,
7 with the greatest impact seen in the liver and thyroid hormone.³⁷

8 63. The Centers for Disease Control's Agency for Toxic Substances and
9 Disease Registry has also recognized that exposure to levels of PFAS may impact
10 the immune system and reduce antibody responses to vaccines.³⁸

11 64. In total, this research demonstrates that the risk of severe health
12 complications arising from exposure to PFAS is both credible and substantial.

13 65. Additionally, PFAS pose a risk to the environment, where once
14 introduced, can quickly spread around the globe through multiple pathways.³⁹

15 **D. HexClad's Business And "Green" Representations**

16 66. Defendant makes several representations to consumers claiming its
17 pans or products are both PFOA free and free from PFAS. For purposes of the
18 Complaint, "HexClad Products" means any of HexClad's pans, including the
19 HexClad Hybrid BBQ Grill Pan, 14" HexClad Hybrid Pan with Lid, 12" HexClad
20 Hybrid Pan, 10" HexClad Hybrid Pan, 8" HexClad Hybrid Pan, 10" Hybrid Wok, 12"
21 Hybrid Wok, 14" Hybrid Wok, Hybrid Deep Sauté Pan, Hybrid Roasting Pan,
22 HexClad Hybrid 1 Qt Pot, HexClad Hybrid 2 Qt Pot, HexClad Hybrid 3 Qt Pot,

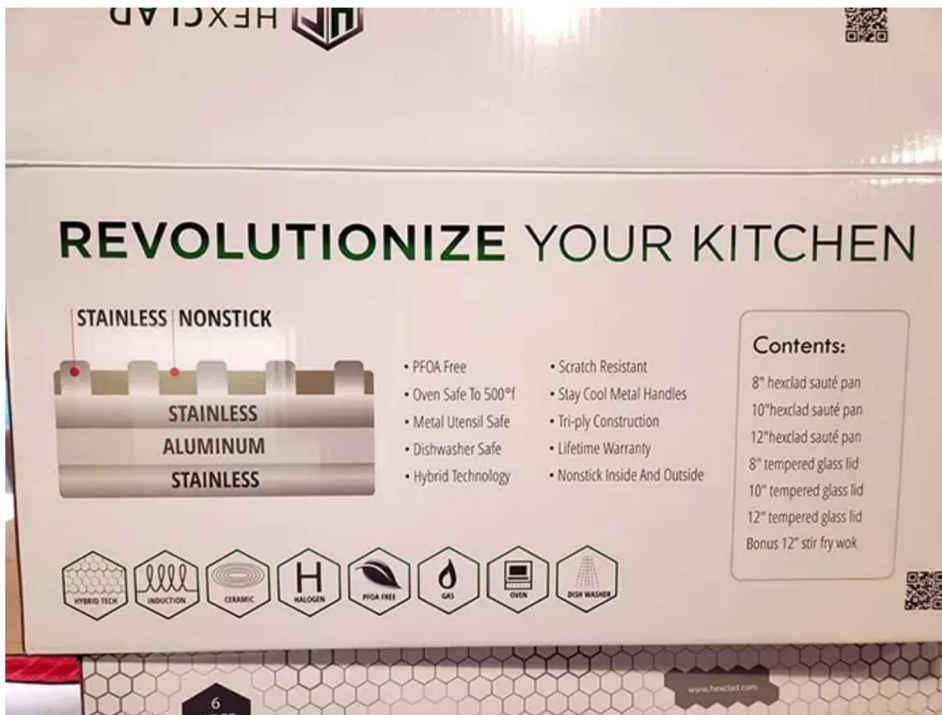
23
24
25 ³⁷ "PFAS Explained," ENVIRONMENTAL PROTECTION AGENCY,
<https://www.epa.gov/pfas/pfas-explained>, (Mar. 21, 2023).

26 ³⁸ See supra, fn. 39, <https://www.atsdr.cdc.gov/pfas/health-effects/index.html>

27 ³⁹ "What are PFAS?" PFAS FREE, <https://www.pfasfree.org.uk/about-pfas> (Mar.
28 21, 2023).

1 HexClad Hybrid 8 Qt Pot, and HexClad Hybrid 10 Qt Stock Pots, and sets in which
2 any of the HexClad Hybrid pans are included, such as the Hybrid Perfect Pots &
3 Pans Set (12 Pc), 13 PC HexClad Hybrid Cookware Set, 6 PC HexClad Hybrid
4 Cookware Set, 20 PC HexClad All-In Bundle, Complete Kitchen Bundle, HexClad
5 Ultimate Everything Collection, Essentials Bundle, Level-Up Bundle, Starter
6 Bundle, and Family Pasta Bundle. This includes all variations of these pans or sets
7 including pans sold with or without a lid.

8 67. Defendant represents on its packaging that the pans are “PFOA Free”.



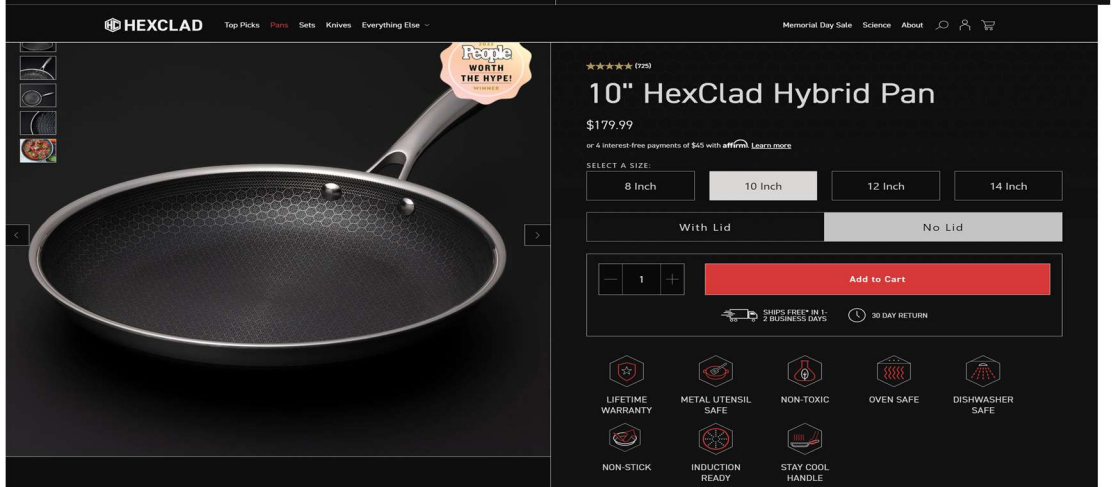
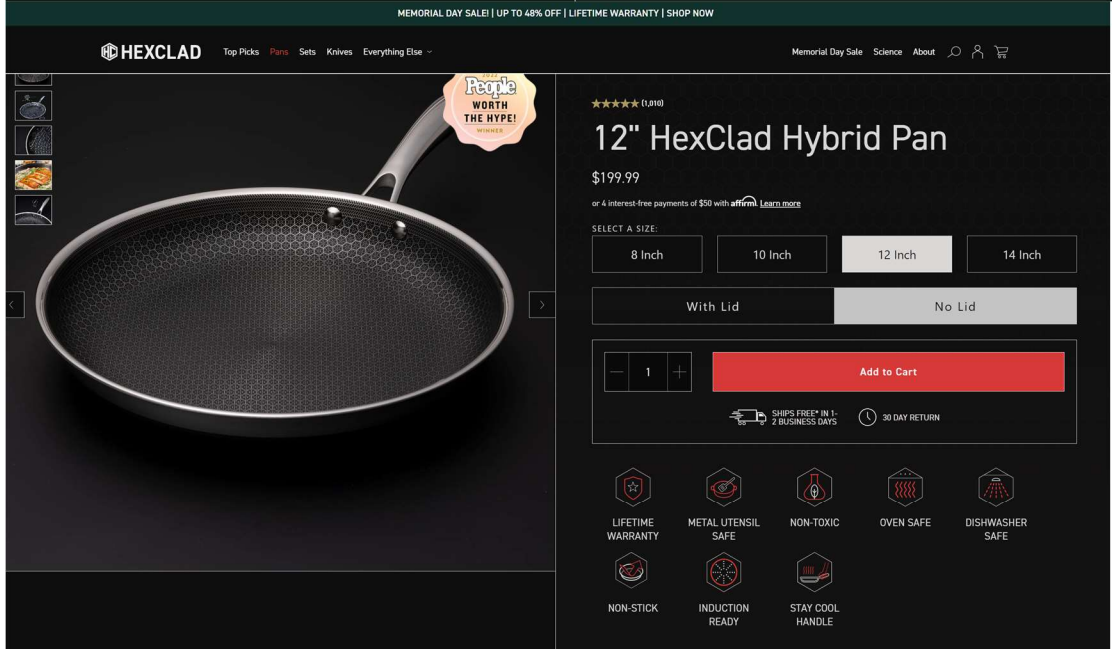
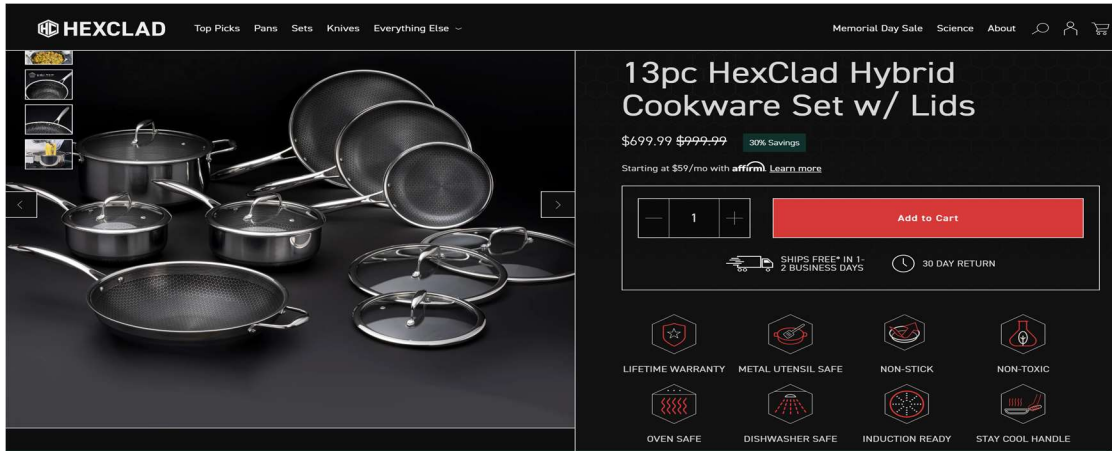
HexClad Cookware box

40

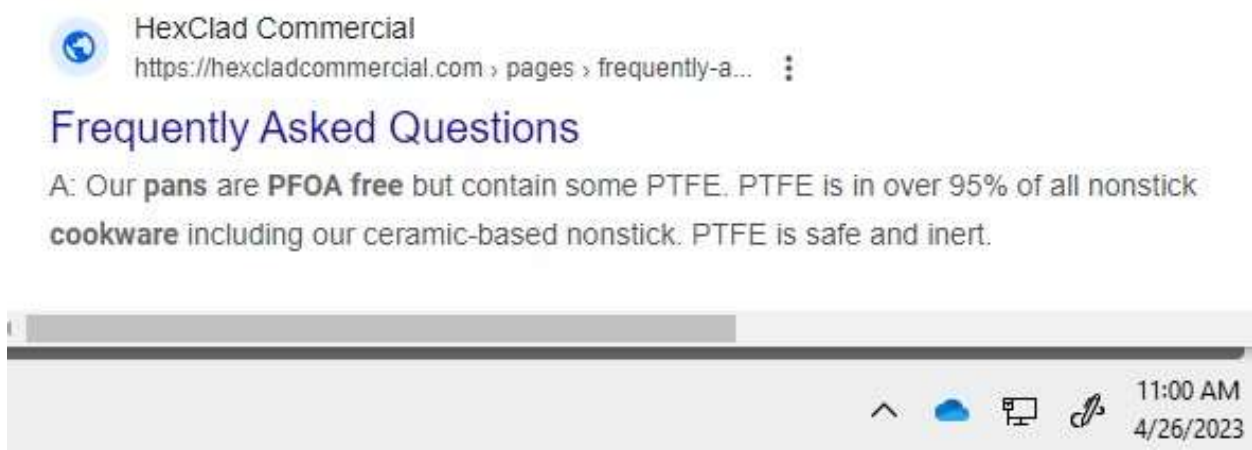
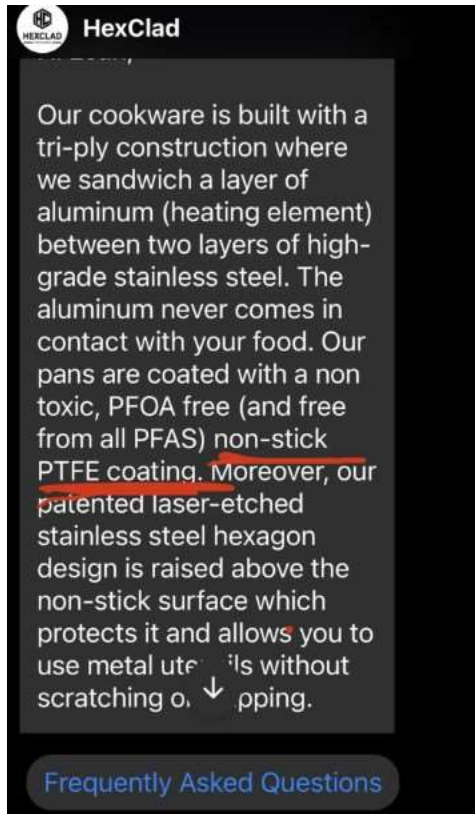
21
22 68. Defendant advertises and sells HexClad Products online via its own
23 website and through third party websites like Amazon and Walmart. Below are
24 some examples of the HexClad Products for sale.

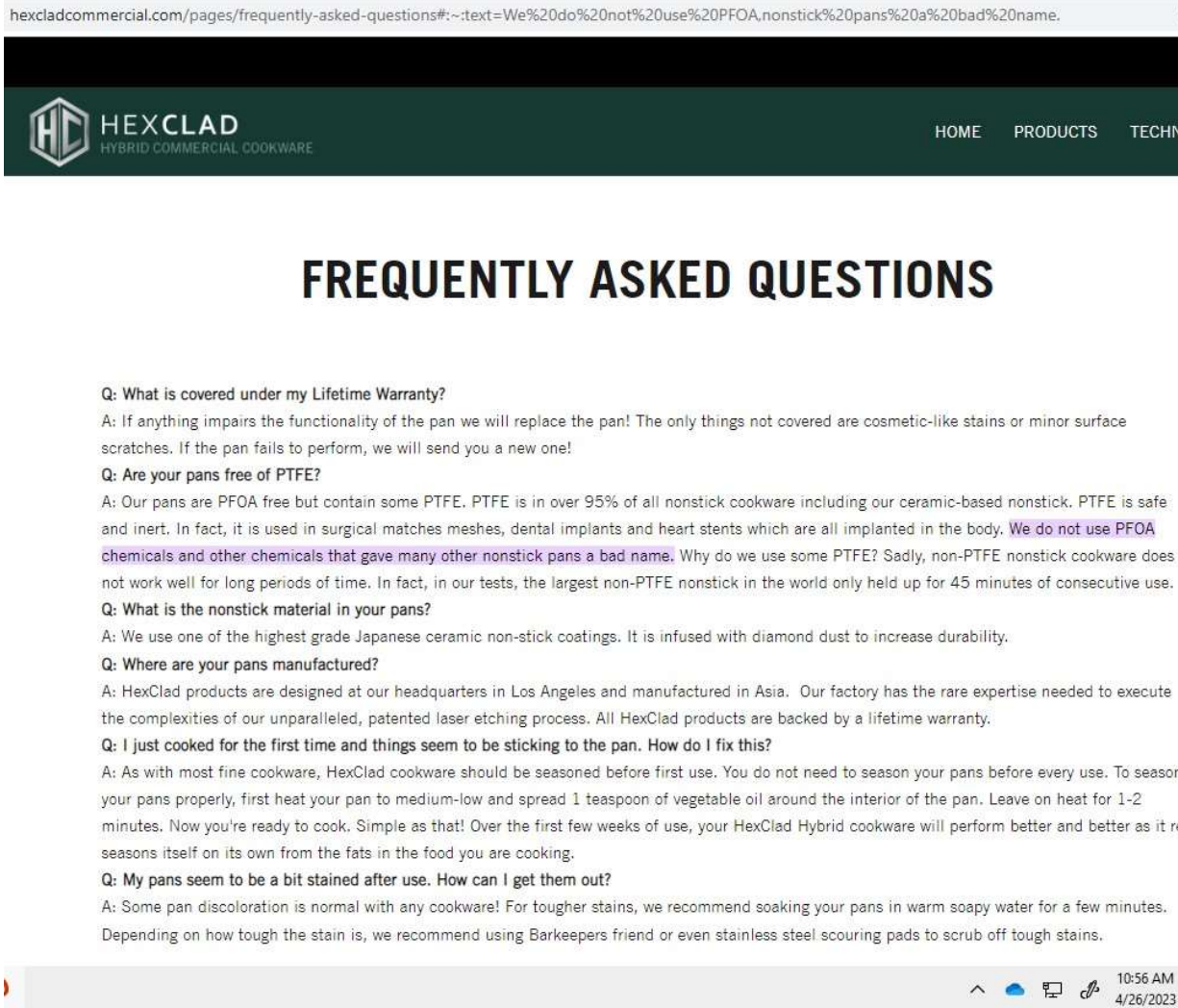
25
26
27 ⁴⁰ <https://moderncastle.com/hexclad-review/> (last visited June 12, 2023).

69. HexClad's Website:



1 70. On the HexClad website, as demonstrated above, HexClad classifies its
2 pans as non-toxic. HexClad also makes the following representations on the
3 Frequently Asked Questions page of the HexClad website.





71. HexClad’s response to the Frequently Asked Questions represents that the HexClad Cookware is free from PFOAs and all PFAS. HexClad admits that its HexClad Products contain PFTE, but claims that PFTE is safe.

72. Amazon sells HexClad Products and below is a screen shot from Amazon’s website.

Home & Kitchen › Kitchen & Dining › Cookware › Pots & Pans › Woks & Stir-Fry Pans



HexClad 12 Inch Hybrid Stainless Steel Wok with Stay Cool Handle, Dishwasher and Oven Safe, Works with Induction, Ceramic, Non-Stick, Electric, and Gas Cooktops

Visit the HexClad Store
4.6 ★★★★★ 958 ratings

-22% \$139⁹⁹

List Price: \$179.00

FREE Returns

Get \$60 off instantly: Pay \$79.99 upon approval for Amazon Visa. No annual fee.

Available at a lower price from other sellers that may not offer free Prime shipping.

Brand	HexClad
Material	Stainless Steel
Special Feature	Gas Stovetop Compatible, Electric Stovetop Compatible, Induction Stovetop Compatible
Color	Silver
Capacity	1 Quarts

Roll over image to zoom in



About this item

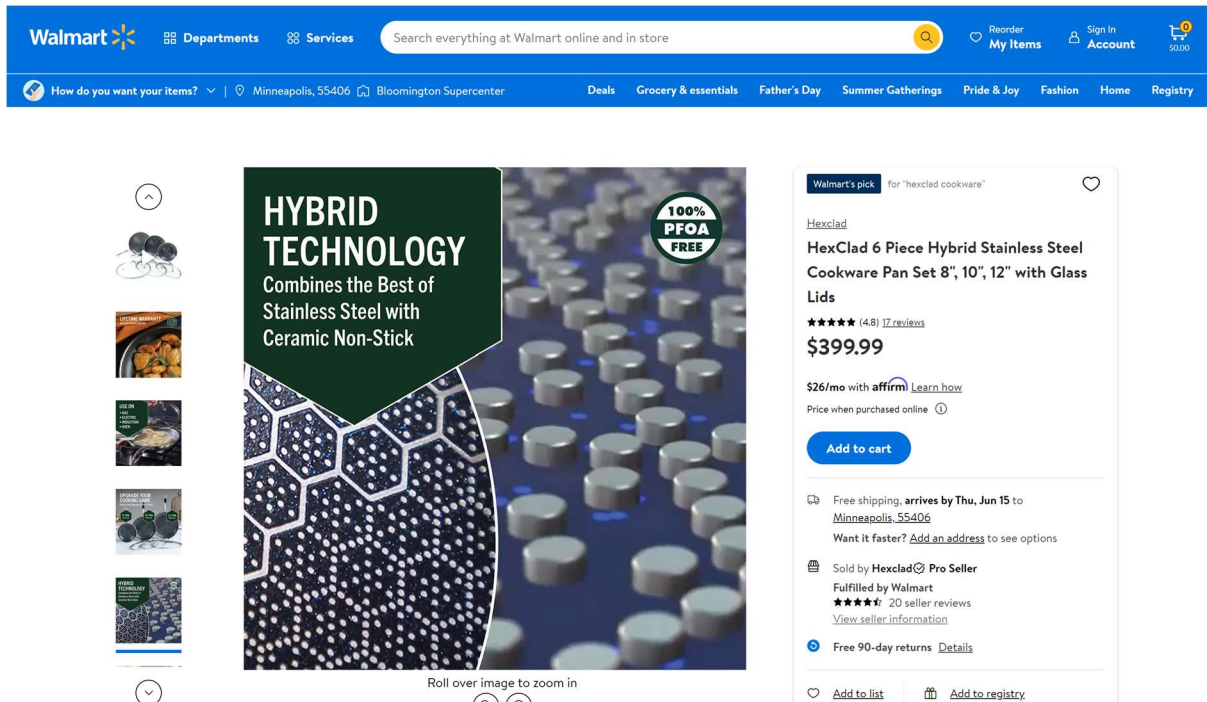
- HexClad Cookware combines high-quality stainless steel with a laser-etched non-stick surface using our patented hexagonal design to provide the ideal hybrid cooking performance. Utilizing a tri-ply construction, our cookware has a layer of aluminum encapsulated between two layers of stainless steel for perfect heat distribution.
- The HexClad 12 inch Wok is completely non-toxic and PFOA-free. The cooking surface is a combination of ceramic, diamond dust, and stainless steel for the best balance of utility and performance.
- HexClad Cookware is ready for any kitchen, thanks to compatibility with all types of cooktops including induction, gas, electric, and ceramic, as well as being oven-safe up to 500 degrees Fahrenheit. Please note all HexClad Lids are only safe up to 400 degrees Fahrenheit.
- Keeping your HexClad Cookware looking clean is a breeze; the surface is metal-utensil resistant to avoid scratches and can be cleaned with steel wool pads and scouring. In addition, all HexClad Cookware is dishwasher-friendly (though hand-washing is highly recommended).
- Your purchase includes one HexClad 12 inch Wok. The 12 inch Wok measures approximately 11.8 inches at its upper diameter, 5.9 inches at its bottom diameter, 3.5 inches in height, and 2 kilograms in weight.

41

41 https://www.amazon.com/HexClad-Hybrid-Stainless-Stay-Cool-Handle/dp/B07W99LJBZ/ref=asc_df_B07W99LJBZ/?tag=hyprod-20&linkCode=df0&hvadid=366430912073&hvpos=&hvnetw=g&hvrnd=6952101780741136727&hvpone=&hvptwo=&hvqmt=&hvdev=c&hvdvcmdl=&hvlocint=&hvlocphy=9026906&hvtargid=pla-811760919119&psc=1&tag=&ref=&adgrpid=79166366634&hvpone=&hvptwo=&hvadid=366430912073&hvpos=&hvnetw=g&hvrnd=6952101780741136727&hvqmt=&hvdev=c&hvdvcmdl=&hvlocint=&hvlocphy=9026906&hvtargid=pla-811760919119 (last visited June 2, 2023).

1 73. The Amazon screenshot above shows that Defendant is representing the
2 HexClad 12-inch Wok as completely non-toxic and PFOA-free.

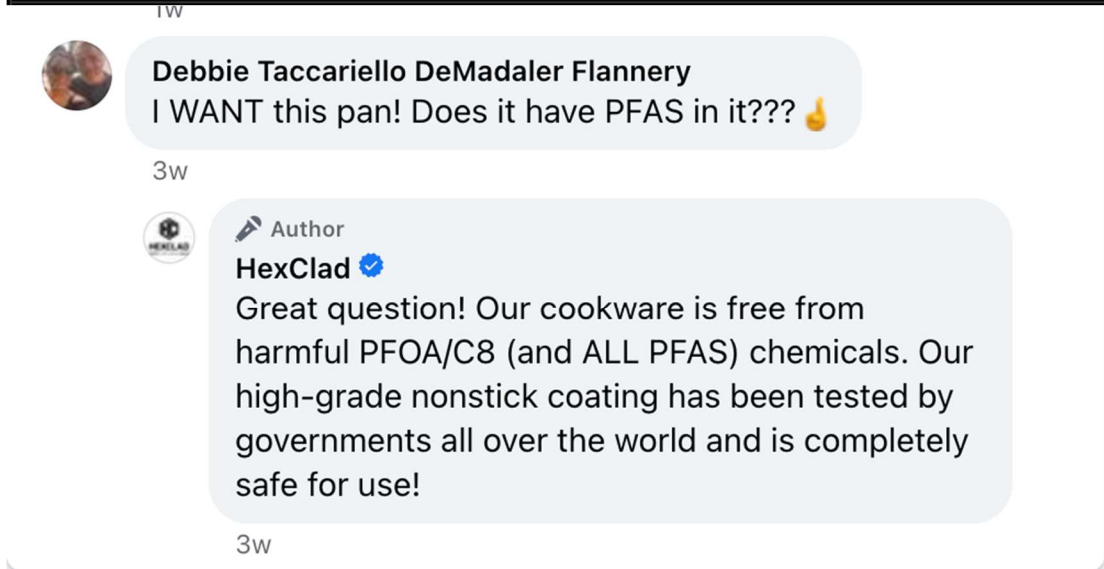
3 74. Walmart sells HexClad Products and below is a screen shot from
4 Walmart's website:
5



25
26 ⁴² [https://www.walmart.com/ip/HexClad-6-Piece-Hybrid-Stainless-Steel-](https://www.walmart.com/ip/HexClad-6-Piece-Hybrid-Stainless-Steel-Cookware-Pan-Set-8-10-12-with-Glass-Lids/1861296495?athbdg=L1200&from=/search)
27 [Cookware-Pan-Set-8-10-12-with-Glass-](https://www.walmart.com/ip/HexClad-6-Piece-Hybrid-Stainless-Steel-Cookware-Pan-Set-8-10-12-with-Glass-Lids/1861296495?athbdg=L1200&from=/search)
28 [Lids/1861296495?athbdg=L1200&from=/search](https://www.walmart.com/ip/HexClad-6-Piece-Hybrid-Stainless-Steel-Cookware-Pan-Set-8-10-12-with-Glass-Lids/1861296495?athbdg=L1200&from=/search) (last visited June 12, 2023).

1 75. The Walmart screenshot above shows that Defendant is representing
2 HexClad Cookware as 100% PFOA Free.

3 76. In 2023, Defendant also made several representations about its products
4 being free from PFOA and PFAS, including the following social media posts, as
5 well:
6





arthur fleiss @arthurfleiss · Mar 22

What makes them hybrid?

1 ↻ ❤️ 2 📊 2,001 ↗



HexClad 🌟 @hexclad · Mar 23

Our pans are coated with a non toxic, PFOA free (ree from all PFAS) non-stick coating. Moreover, our patented laser\-etched stainless steel hexagon design is raised above the non-stick surface which protects it and allows you to use metal utensils without scratching or chipping.

🗨 ↻ ❤️ 4 📊 1,890 ↗



IfNotNowWhen @PurePatriotDNA · Apr 8

Do they cool better on gas or electric?
Does the buyer need to worry about getting toxic poisoning - as in aluminum-if that's toxic?
Are they heavy - as in a let's say 60yr old woman, making a pot of pasta and needs to empty into sink?

🗨 2 ↻ ❤️ 1 📊 518 ↗



HexClad 🌟 @hexclad · Apr 9

Hi! They function in the same way for both gas and electric.

Our cookware is built with a tri-ply construction where we sandwich a layer of aluminum (heating element) between two layers of high-grade stainless steel. The aluminum never comes in contact with your food.

🗨 1 ↻ ❤️ 2 📊 241 ↗



Marcus Orealist @JoeDeo5 · Apr 10

what is the nonstick coating? nobody wants to answer this, I asked google.

🗨 1 ↻ ❤️ 📊 24 ↗



HexClad 🌟 @hexclad · Apr 10

Our cookware is built with a layer of aluminum (heating element) between 2 layers of high-grade stainless steel. The aluminum never comes in contact with your food. Our pans are coated with a non toxic, PFOA free (and free from all PFAS) non-stick coating.

🗨 1 ↻ ❤️ 1 📊 44 ↗



Marcus Orealist @JoeDeo5 · Apr 10

but you won't tell me the non-stick contents very suspicious.

🗨 ↻ ❤️ 1 📊 11 ↗

Just now Like Reply



Alisson Hajasz
HexClad do your products have PFAS in them?

3w



Author

HexClad

Great question! Our cookware is free from harmful PFOA/C8 (and ALL PFAS) chemicals. Our high-grade nonstick coating has been tested by governments all over the world and is completely safe for use!

3w



77. Additionally, HexClad makes the following representations on the questions and answers section on Amazon for the HexClad Cookware.

Looking for specific info?

Search in reviews, Q&A...

Customer questions & answers

3 votes

Question: Are the materials non-toxic?

Answer: Google: Although in its polymeric form, PTFE is considered to be non-toxic and physiologically inert, with the rise in temperature greater than 260 °C, and PTFE resin produces polymer fumes into the working environment. With further increase in temperature to 350 °C, the fumes can cause polymer fume fever in exposed workers.

By Galina G. on August 16, 2022

Our non-stick is non-toxic and completely safe, it does not contain any PFOA or PFAS, cadmium, or lead. It does contain PTFE which is widely used in medical settings including permanent and temporary medical devices implanted in the human body, and is thus completely safe.

By Hexclad Hybrid Cookware SELLER on October 4, 2021

43

78. The above figure from Amazon's Customer Questions and Answers includes a response from HexClad in which HexClad represents its cookware does

⁴³ https://www.amazon.com/HexClad-Hybrid-Stainless-Frying-Stay-Cool/dp/B07WLQTCRH/ref=sr_1_2?crid=4TQV3X2STDC5&keywords=HexClad%2B10-inch%2BHybrid%2BPan&qid=1684939790&sprefix=hexclad%2B10-inch%2Bhybrid%2Bpan%2Caps%2C102&sr=8-2&ufe=app_do%3Aamzn1.fos.f5122f16-c3e8-4386-bf32-63e904010ad0&th=1

(last visited May 24, 2023).

1 not contain any PFOA or PFAS and also representing PTFE is used in medical
2 settings, without disclosing that in medical settings the PTFE would not be heated
3 to high temperature like it is in HexClad Cookware. Heating PTFE to high
4 temperatures, such as temperatures needed to cook steak, may change the
5 composition of the chemical and may increase its hazard.⁴⁴ For one of the HexClad
6 Products, the Hybrid BBQ Grill Pan, HexClad goes as far to say that its “nonstick
7 coating is safe up to 900°F.” These representations that Defendant makes to Amazon
8 customers, and all other customers are misleading to consumers, including Plaintiffs,
9 and consumers have been impacted and damaged by Defendant’s non-toxic and
10 “free from” claims about the HexClad Cookware.

11 79. Additionally, HexClad claims that its pans have “lasting durability” and
12 are safe to use with metal spatulas, whisks, spoons, and other metal utensils, which
13 would not cause scratches.⁴⁵ Pans with scratched coatings are not as safe as pans in
14 pristine condition, especially when the pans contain PFAS or PTFE in their coatings,
15 like HexClad Products. Scratches can cause flakes of the coating in food that
16 humans later consume and can increase the production of harmful fumes.⁴⁶

17 80. According to consumer reports and reports to the Better Business
18 Bureau of California, HexClad Products begin to scratch within a few months of
19 purchase, even when following the care instructions provided by HexClad.⁴⁷

20 81. Many of the claims Defendant makes about its cookware are—at best—

21
22 ⁴⁴ *The Problem with Teflon and Other Non-Stick Pots and Pans*, LEAFSCORE,
23 [https://www.leafscore.com/eco-friendly-kitchen-products/the-problem-with-teflon-
24 and-other-non-stick-pots-and-
25 pans/#:~:text=PTFE%20starts%20to%20dissociate%20at,be%20released%20into
26 %20the%20air](https://www.leafscore.com/eco-friendly-kitchen-products/the-problem-with-teflon-and-other-non-stick-pots-and-pans/#:~:text=PTFE%20starts%20to%20dissociate%20at,be%20released%20into%20the%20air). (last visited June 20, 2023).

27 ⁴⁵ <https://hexclad.com/pages/faq> (last visited Aug. 17, 2023).

28 ⁴⁶ *See supra* n. 8.

⁴⁷ [https://www.bbb.org/us/ca/los-angeles/profile/online-retailer/hexclad-1216-
1532507/complaints](https://www.bbb.org/us/ca/los-angeles/profile/online-retailer/hexclad-1216-1532507/complaints) (last visited Aug. 17, 2023).

1 misleading. For example, HexClad claims that its cookware is “free from harmful
2 PFOA/C8 (and all PFAS) chemicals. Yet, the non-stick coating is made with PTFE,
3 a known PFAS which likely has measurable amounts of PFOA in the PTFE coating,
4 as well.

5 CLASS ALLEGATIONS

6 82. Plaintiffs bring this class action pursuant to Federal Rule of Civil
7 Procedure 23 individually and on behalf of all others similar situated, as
8 representative of the following Nationwide Class and alternatively, California
9 Subclass:

10 **Nationwide Class:**

11 All citizens of the United States who purchased any of the HexClad Products.

12 **California Subclass:**

13 All citizens of California who purchased any of the HexClad Products.

14 83. Excluded from the Class are Defendant; its officers, directors, and
15 employees of Defendant; any entity in which Defendant has a controlling interest in,
16 is a parent or subsidiary of, or which is otherwise controlled by Defendant; and
17 Defendant’s affiliates, legal representatives, attorneys, heirs, predecessors,
18 successors, and assignees. Also excluded are the Judges and Court personnel in this
19 case and any members of their immediate families.

20 84. Plaintiffs reserve the right to modify and/or amend the Class definition,
21 including but not limited to creating additional subclasses, as necessary.

22 85. All members of the proposed Class are readily identifiable through
23 Defendant’s records.

24 86. **Numerosity.** The members of the Class are so numerous that joinder
25 of all members of the Class is impracticable. Plaintiffs are informed and believe that
26 the proposed Class includes millions of people. The precise number of Class
27 members is unknown to Plaintiffs but may be ascertained from Defendant’s records.

1 87. **Commonality and Predominance.** This action involves common
2 questions of law and fact to the Plaintiff and Class members, which predominate
3 over any questions only affecting individual Class members. These common legal
4 and factual questions include, without limitation:

- 5 a. Whether Defendant engaged in unlawful, unfair, or deceptive
6 business practices by advertising and selling the HexClad
7 Products;
- 8 b. Whether Defendant’s conduct of advertising and selling the
9 HexClad Products as non-toxic and free from certain chemicals
10 when they are not constitutes an unfair method of competition,
11 or unfair or deceptive act or practice in violation of various
12 consumer protection laws and the warranties related to the
13 products;
- 14 c. Whether Defendant used deceptive representations and
15 omissions in connection with the sale of the HexClad Products
16 in violation of various consumer protection laws and the
17 warranties related to the products;
- 18 d. Whether Defendant represented the HexClad Products have
19 characteristics or quantities that they do not have in violation of
20 various consumer protection laws and the warranties related to
21 the products;
- 22 e. Whether Defendant advertised the HexClad Products with the
23 intent not to sell it as advertised in violation of various consumer
24 protection laws and the warranties related to the products;
- 25 f. Whether Defendant’s labeling and advertising of the HexClad
26 Products is untrue or misleading in violation of various consumer
27 protection laws and the warranties related to the products;
- 28

- 1 g. Whether Defendant knew or by the exercise of reasonable care
2 should have known its labeling and advertising was and is untrue
3 or misleading in violation of various consumer protection laws
4 and the warranties related to the products;
- 5 h. Whether Plaintiffs and the Class purchased HexClad Products
6 they would not have purchased or paid more money for the
7 HexClad Products than they would have had Defendant not
8 engaged in the misrepresentations and omissions described
9 herein;
- 10 i. Whether Defendant's conduct constitutes breach of express
11 warranty;
- 12 j. Whether Plaintiffs and the Class are entitled to equitable and/or
13 injunctive relief; and
- 14 k. Whether Defendant was unjustly enriched by its unlawful
15 conduct.

16 88. **Typicality.** Defendant engaged in a common course of conduct giving
17 rise to the claims asserted by Plaintiffs on behalf of themselves and the Class.
18 Defendant's unlawful, unfair, and/or fraudulent actions concern the same business
19 practices described herein irrespective of where they occurred or were experienced.
20 Individual questions, if any, are slight by comparison in both quality and quantity to
21 the common questions that control this action. Plaintiffs' and the Class Members'
22 claims arise from the same practices and course of conduct and are based on the
23 same legal theories.

24 89. **Adequacy.** Plaintiffs will fairly and adequately represent and protect
25 the interest of the members of the Class and have retained counsel experienced in
26 complex consumer class action litigation and intend to prosecute this action
27 vigorously. Plaintiffs have no adverse or antagonistic interests to those of the Class.
28

1 www.hexclad.com, and other websites including amazon.com and walmart.com.
2 The express representations include, but are not limited to, claims that the HexClad
3 Products are “non-toxic,” “metal-utensil safe,” free from PFAS and PFOA, contain
4 PTFE, but PTFE is safe and inert and other safety claims described above.

5 95. HexClad’s marketing and advertising, including the express
6 representations described in Paragraph 94 and throughout this complaint, constitute
7 express warranties and became a part of the basis of the bargain, and they are part of
8 the standardized contracts between Plaintiffs and Class Members on the one hand,
9 and Defendant, on the other.

10 96. As early as November 2016, HexClad included representations on its
11 website, hexclad.com, stating that its HexClad Products are PFOA free, metal utensil
12 safe, among other representations.⁴⁸ Upon information and belief, HexClad has
13 consistently made these representations from November 2016 through the present.

14 97. In addition, or in the alternative, to the formation of an express contract,
15 Defendant made each of their above-described representations, including the “non-
16 toxic” and other safety claims described above, to induce Plaintiffs and Class
17 Members to rely on such representations.

18 98. Defendant’s claims were material, and Plaintiffs and Nationwide Class
19 Members did rely and were reasonable in relying upon such representations in
20 making their purchases of the HexClad Products.

21 99. Defendant has breached its express warranties about the HexClad
22 Products because the representations set forth herein, including the “non-toxic” and
23 other safety claims described above, are false and misleading.

24 100. Defendant failed to ensure that the material representations it made—
25 and continues to make—to consumers were true. As a result of this systemic failure

26
27 ⁴⁸ <https://web.archive.org/web/20161120155526/http://hexclad.com/shop>.

1 of oversight to ensure the truthfulness of the representations of the product label and
2 relevant marketing and advertising, consumers purchased the HexClad Products
3 from a company that fails to disclose or otherwise conceals that its products contain
4 potentially hazardous chemicals, such as PFAS and traces of PFOA in the PTFE
5 non-stick coating.

6 101. Defendant cannot make the claims that its HexClad Products are “non-
7 toxic” and/or “PFOA-free” when it utilizes PFAS chemicals, such as PTFE, in the
8 manufacturing of its HexClad cookware. Defendant cannot verify whether its “non-
9 toxic” claims are accurate, nor did Defendant verify these claims through adequate
10 oversight. Accordingly, Defendant convinced consumers to purchase the HexClad
11 Products and ultimately charged consumers a price premium for express—but
12 empty—promises.

13 102. Defendant breached its express warranties about the HexClad cookware
14 because the representations as set forth herein were false and misleading.

15 103. Plaintiffs and Nationwide Class Members expected and would have
16 been reasonable in expecting that Defendant ensure the statements on the HexClad
17 label and the relevant marketing and advertising for the product were truthful
18 regarding its “non-toxic” and other safety claims. However, Plaintiffs and
19 Nationwide Class Members have not received the benefit of their bargain, as it has
20 been discovered that Defendant’s “non-toxic” and other safety claims are false and
21 misleading.

22 104. As a result of Defendant’s breach of its express warranties, Plaintiffs
23 and the Nationwide Class Members were damaged in an amount to be proven at trial.

24 105. Plaintiffs, on behalf of themselves and Class Members, pray for relief
25 as set forth below.

SECOND CLAIM FOR RELIEF

Negligent Misrepresentation

(on behalf of the Nationwide Class, or alternatively the California Subclass)

106. Plaintiffs reassert the allegations set forth previously and incorporate such allegations by reference herein.

107. Defendant represented to Plaintiffs and the Class Members that its HexClad Products were “non-toxic,” “metal-utensil safe,” free of PFOA and all PFAS, and other safety claims outlined above.

108. At the time Defendant made these representations, it knew or should have known that these representations were false, misleading to consumers, or otherwise made without knowledge of their truth or veracity.

109. At a minimum, Defendant negligently misrepresented and/or negligently omitted material facts about the HexClad Products, such as the toxicity of PTFE, which HexClad admits is in the non-stick coating of its products, but which HexClad also expressly misrepresents as non-toxic, safe, and inert.

110. The negligent misrepresentations and omissions Defendant made, upon which Plaintiffs and the Class Members reasonably and justifiably relied, were intended to induce and actually did induce Plaintiffs and the Class Members to purchase the HexClad cookware.

111. Plaintiffs and the Class Members would not have purchased the HexClad cookware or would have purchased the HexClad cookware under different terms, if the true facts had been known.

112. Defendant’s negligent actions caused harm to Plaintiffs and the Class Members, who are entitled to damages and other legal and equitable relief as a result.

THIRD CLAIM FOR RELIEF

Violation of the California Consumer Legal Remedies Act

California Civil Code § 1750, et seq.

(on behalf of the Nationwide Class, or alternatively the California Subclass)

113. Plaintiffs reassert the allegations set forth previously and incorporate

1 such allegations by reference herein.

2 114. This cause of action is brought pursuant to the California Consumers
3 Legal Remedies Act, California Civil Code § 1750, *et seq.* (“CLRA”), by Plaintiffs
4 on behalf of the Nationwide Class.

5 115. Defendant’s actions, representations, and conduct have violated, and
6 continue to violate the CLRA because they extend to transactions that are intended
7 to result, or which have resulted, in the sale of goods to consumers.

8 116. Plaintiffs and the other members of the class are “consumers” as that
9 term is defined by the CLRA and Plaintiffs purchased the HexClad Products
10 described herein for personal use.⁴⁹

11 117. The HexClad Products that Plaintiffs and similarly situated members of
12 the class purchased from HexClad are “goods” within the meaning of the CLRA.⁵⁰

13 118. By engaging in the actions, representations, and conduct set forth in this
14 Class Action Complaint, as described above, Defendant has violated, and continues
15 to violate §§ 1770(a)(4), 1770(a)(5), 1770(a)(7), and 1770(a)(9) of the CLRA. In
16 violation of California Civil Code § 1770(a)(4), Defendant used deceptive
17 representations in connection with goods. In violation of California Civil Code §
18 1770(a)(5), Defendant represented that goods have approval, characteristics, uses,
19 benefits, and qualities that they do not have. In violation of California Civil Code §
20 1770(a)(7), Defendant’s acts and practices constitute improper representations that
21 the goods and/or services it sells are of a particular standard, quality, or grade, when
22 they are of another. In violation of California Civil Code § 1770(a)(9), Defendant
23 advertised goods with intent not to sell them as advertised.

24 119. Specifically, Defendant’s acts and practices led consumers to believe
25

26 ⁴⁹ CAL. CIV. CODE § 1761(d).

27 ⁵⁰ *Id.* § 1761(a).

1 that the HexClad Products were, variously and without limitation, “non-toxic,”
2 “metal-utensil safe,” and “PFOA-free,” when in fact, the products contain a PTFE
3 chemical coating because Defendant represented and sold the products with these
4 claims. Defendant additionally made false and/or deceptive representations and
5 statements that led reasonable consumers to believe that the products were safe for
6 their health and constructed without harmful chemicals, such as PFOA and other
7 PFAS chemicals.

8 120. Further, Defendant omitted material facts that it had a duty to disclose,
9 as alleged above. Specifically, HexClad failed to disclose that its non-stick coating
10 contained PTFE which is a PFAS and may contain traces, or more, of PFOAs.

11 121. Defendant’s concealment of the true characteristics of the products was
12 material to Plaintiffs and the Class Members. Had they known the truth, Plaintiffs
13 and the Class Members would not have purchased the products or would have paid
14 significantly less for them.

15 122. Defendant, as explained above, had an ongoing duty to Plaintiffs and
16 the Class Members to refrain from unfair and deceptive practices under the CLRA.
17 Specifically, Defendant owed Plaintiffs and the Class Members a duty to disclose
18 material facts concerning the products because it possessed exclusive knowledge, it
19 intentionally concealed them from Plaintiffs and Class Members, and/or it made
20 partial representations that were misleading since it concealed the aforementioned
21 facts.

22 123. Plaintiffs and Class Members had no reasonable means of learning the
23 facts that Defendant has concealed or failed to disclose because they were unaware
24 of the manufacturing process for Defendant’s products. Furthermore, Defendant
25 misrepresented, or at least omitted, a key part of that manufacturing process, which
26 was the introduction of synthetic chemicals to the cookware.

27 124. Plaintiffs and Class Members suffered ascertainable loss and actual
28

1 damages as a direct and proximate result of Defendant's concealment,
2 misrepresentations, and/or failure to disclose material information.

3 125. Plaintiffs request that this Court enjoin Defendant from continuing to
4 employ the unlawful methods, acts and practices alleged herein pursuant to the
5 CLRA.⁵¹ If Defendant is not restrained from engaging in these types of practices in
6 the future, Plaintiffs and other Class Members will continue to suffer harm.

7 126. On June 28, 2023, Plaintiffs⁵² provided Defendant with notice and a
8 demand on behalf of themselves and all others similarly situated that Defendant
9 correct, repair, replace or otherwise rectify the unlawful, unfair, false and/or
10 deceptive practices complained of herein. Defendant has failed to correct or rectify
11 the conduct described herein and as such, Plaintiffs seek all appropriate damages
12 pursuant to the CLRA.

13 **FOURTH CLAIM FOR RELIEF**
14 **Violation of the California False Advertising Law**
15 **California Business and Professions Code § 17500, *et seq.***
16 **(on behalf of the Nationwide Class, or alternatively the California Subclass)**

17 127. Plaintiffs reassert the allegations set forth previously and incorporate
18 such allegations by reference herein.

19 128. This cause of action is brought pursuant to the California False
20 Advertising Law, California Business and Professions Code § 17500, *et seq.*
21 (“FAL”), by Plaintiffs on behalf of the Nationwide Class.

22 129. Beginning at an exact date unknown to Plaintiffs, but since at least as
23 early as the time of the first Plaintiff's purchase and continuing until today,
24 Defendant made untrue, false, deceptive and/or misleading statements in connection

25 ⁵¹ *Id.* § 1780(a)(3).

26 ⁵² Plaintiffs' notice letter included an error in which Plaintiff Benjamin Adams was listed
27 as Benjamin Davis. There are no legal claims in this Complaint unique to Plaintiff Adams.
28 Counsel for HexClad confirmed receipt of the Complaint on July 19, in which each Plaintiff,
including Plaintiff Adams, was correctly identified.

1 with the advertising and marketing of the HexClad Products, and, in particular, those
2 advertised as, variously and without limitation, “non-toxic,” “metal-utensil safe,”
3 and “PFOA-free.”

4 130. As set forth herein, Defendant has made representations and statements
5 that led reasonable consumers to believe that that the HexClad Products were,
6 variously and without limitation, “non-toxic,” “metal-utensil safe,” and “PFOA-
7 free,” when in fact, the products contain a PTFE chemical coating. Defendant
8 additionally made false and/or deceptive representations and statements that led
9 reasonable consumers to believe that the products were safe for their health and
10 constructed without harmful chemicals, such as PFOA and other PFAS chemicals.

11 131. Plaintiffs and those similarly situated relied to their detriment on
12 Defendant’s false, misleading, and deceptive advertising and marketing practices.
13 Had Plaintiffs and the Class Members been adequately informed and not
14 intentionally deceived by Defendant, they would have acted differently by, without
15 limitation, paying less for the HexClad products.

16 132. Defendant’s acts and representations were likely to deceive the general
17 public.

18 133. Defendant engaged in these false, misleading, and deceptive
19 advertising and marketing practices to increase its profits. Accordingly, Defendant
20 has engaged in false advertising in violation of the FAL.

21 134. The aforementioned practices, which Defendant has used, and
22 continues to use, to its significant financial gain, also constitute unlawful
23 competition and provide an unlawful advantage over Defendant’s competitors as
24 well as injury to the general public.

25 135. Plaintiffs seek, on behalf of themselves and those similarly situated, full
26 restitution of monies, as necessary and according to proof, to restore any and all
27 monies acquired by Defendant from Plaintiffs, the general public, or those similarly
28

1 situated by means of the false, misleading and deceptive advertising and marketing
2 practices complained of herein, plus interest thereon. Even for those who did not
3 buy the HexClad products directly from Defendant, a certain amount of money
4 flowed from Class Members who purchased the products through retailers to
5 Defendant. Plaintiffs seek restitution of all amounts so recoverable.

6 136. If Plaintiffs' and Class Members' claims at law fail, Plaintiffs, those
7 similarly situated, and/or other consumers will have no adequate remedy at law by
8 which they can obtain recovery for the economic harm they have suffered. Plaintiffs
9 seek, on behalf of themselves and those similarly situated, an injunction to prohibit
10 Defendant from continuing to engage in the false, misleading and deceptive
11 advertising and marketing practices complained of herein.

12 137. Plaintiffs and those similarly situated are further entitled to and do seek
13 both a declaration that the above-described practices constitute false, misleading,
14 and deceptive advertising, and injunctive relief restraining Defendant from engaging
15 in any such advertising and marketing practices in the future. Such misconduct by
16 Defendant, unless and until enjoined and restrained by order of this Court, will
17 continue to cause injury in fact to the general public and the loss of money and
18 property in that Defendant will continue to violate the laws of California, unless
19 specifically ordered to comply with the same. This expectation of future violations
20 will require current and future customers to repeatedly and continuously seek legal
21 redress in order to recover monies paid to Defendant to which Defendant is not
22 entitled. Plaintiffs, those similarly situated and/or other consumers have no other
23 adequate remedy at law to ensure future compliance with the FAL alleged to have
24 been violated herein.

25 138. As a direct and proximate result of such actions, Plaintiffs and the Class
26 Members have suffered, and continue to suffer, injury in fact and have lost money
27 and/or property as a result of such false, deceptive and misleading advertising in an
28

1 amount which will be proven at trial.

2 **FIFTH CLAIM FOR RELIEF**
3 **Violation of the California Unfair Competition Law**
4 **California Business and Professions Code § 17200, *et seq.***
(on behalf of the Nationwide Class, or alternatively the California Subclass)

5 139. Plaintiffs reassert the allegations set forth previously and incorporate
6 such allegations by reference herein.

7 140. This cause of action is brought pursuant to the California Unfair
8 Competition Law, California Civil Code § 17200, *et seq.* (“UCL”), by Plaintiffs on
9 behalf of the Nationwide Class.

10 141. Defendant has engaged in, and continues to engage in, unfair, unlawful,
11 and deceptive trade practices in California by carrying out the unfair, deceptive and
12 unlawful business practices outlined in this Class Action Complaint. In particular,
13 Defendant has engaged in, and continues to engage in, unfair, unlawful and
14 deceptive trade practices by, without limitation, the following:

- 15 a. engaging in misrepresentation and omissions as described
16 herein;
- 17 b. violating the CLRA as described herein;
- 18 c. violating the FAL as described herein;
- 19 d. violating the California Safer Food Packaging and Cookware
20 Act, California Health and Safety Code § 109010, *et seq.*
21 (“SFPCA”), as described herein.

22 142. Defendant, in its marketing, advertising, and labeling of the HexClad
23 Products, made false and misleading statements and omissions regarding the quality
24 and characteristics of the HexClad cookware, specifically, marketing and labeling
25 the HexClad cookware as “non-toxic,” “metal-utensil safe,” and other safety claims
26 described above when the HexClad cookware is actually manufactured with a
27 synthetic chemical coating of PTFE. Such claims and omissions appear on the label
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1 of the HexClad Products, product descriptions on online stores such as Amazon,
2 Defendant’s official website, and other advertisements.

3 143. Plaintiffs and those similarly situated relied to their detriment on
4 Defendant’s unfair, deceptive, and unlawful business practices. Had Plaintiffs and
5 those similarly situated been adequately informed and not deceived by Defendant,
6 they would have acted differently by, without limitation, not paying for, or, at a
7 minimum, paying less for the HexClad products.

8 144. Defendant’s labeling, marketing, and advertising of the HexClad
9 Products led to, and continue to lead to, reasonable consumers, including Plaintiffs
10 and Class Members, believing that the HexClad cookware is “non-toxic,” “metal-
11 utensil safe,” free from PFOA and other hazardous synthetic chemicals, and in
12 conformity with other safety claims as described above.

13 145. The UCL prohibits unfair competition and provides, in pertinent part,
14 that “unfair competition shall mean and include unlawful, unfair or fraudulent
15 business practices and unfair, deceptive, untrue or misleading advertising.”⁵³

16 146. Defendant does not have any reasonable basis for the claims about the
17 HexClad cookware made in Defendant’s marketing, advertising, and on Defendant’s
18 packaging or labeling because the HexClad cookware is not free from potentially
19 hazardous and toxic substances, such as PFAS chemicals like PTFE. Defendant
20 knew or should have known that the HexClad products are not “non-toxic,” “metal-
21 utensil safe,” or free from hazardous synthetic chemicals of the same family as
22 PFOAs, such as PTFE, yet Defendant intentionally advertised and marketed the
23 HexClad cookware to deceive reasonable consumers into believe that the HexClad
24 Products conformed to Defendant’s safety representations, as described above.

25
26 ⁵³ CAL. BUS. & PROF. CODE § 17200.
27
28

1 147. In addition, Defendant’s use of various forms of marketing and
2 advertising media to advertise, call attention to, or give publicity to the sale of goods
3 or merchandise that are not as represented in any manner constitutes unfair
4 competition, unfair, deceptive, untrue, or misleading advertising, and an unlawful
5 business practice within the meaning of Business and Professions Code §§ 17200
6 and 17531.

7 148. Defendant engaged in these unlawful, deceptive, and unfair practices to
8 increase its profits. Accordingly, Defendant has engaged in unlawful trade practices
9 prohibited by the UCL.

10 149. Defendant failed to avail itself of reasonably available, lawful
11 alternatives to further its legitimate business interests.

12 150. Defendant has engaged in unfair practices by violating the SFPCA,
13 which provides, “a manufacturer shall not make a claim that the cookware is free of
14 any specific chemical if the chemical belongs to a chemical group or class identified
15 on the designated list, unless no individual chemical from that chemical group or
16 class is intentionally added to the cookware.”⁵⁴ Defendant represents that the
17 HexClad cookware is “non-toxic” and free of PFOAs; however, the HexClad
18 cookware, in fact, contains a synthetic chemical coating of PTFE, a chemical of the
19 same family as PFOAs and PFAS substances, each of which are included on the
20 California Department of Toxic Substances Control’s designated list.

21 151. In addition to the unlawful and deceptive acts described above,
22 Defendant engaged in unfair practices by violating the Federal Trade Commission’s
23 guides against bait advertising. 16 C.F.R. §§ 238.1–4. The policy provides that “No
24 statement or illustration should be used in any advertisement which creates a false
25 impression of the grade, quality, make, value, currency of model, size, color,
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27 ⁵⁴ CAL. HEALTH & SAFETY CODE § 109013.

1 usability, or origin of the product offered, or which may otherwise misrepresent the
2 product in such a manner that later, on disclosure of the true facts, the purchaser may
3 be switched from the advertised product to another.”⁵⁵ Defendant’s aforementioned
4 acts violated this policy, including its representations that the HexClad cookware is
5 “non-toxic,” “metal-utensil safe,” and other safety claims described above.

6 152. The aforementioned practices, which Defendant has used to its
7 significant financial gain, also constitute unlawful competition and provides an
8 unlawful advantage over Defendant’s competitors as well as injury to the general
9 public.

10 153. As a direct and proximate result of such actions, Plaintiffs and the Class
11 Members have suffered and continue to suffer injury in fact and have lost money
12 and/or property as a result of such deceptive, unfair and/or unlawful trade practices
13 and unfair competition in an amount which will be proven at trial.

14 154. The injuries to Plaintiffs and Class Members resulting from
15 Defendant’s unfair business practices outweigh any benefits. Defendant’s actions
16 of marketing, advertising, and labeling the HexClad cookware as “non-toxic,”
17 “metal-utensil safe,” and free of PFOAs does not confer any benefit to consumers
18 when the consumers do not receive products commensurate with the consumers’
19 reasonable expectations engendered by such false, misleading, and deceptive
20 marketing and labeling. Consumers cannot reasonably avoid the injuries caused by
21 Defendant’s deceptive labeling and advertising of the HexClad cookware.
22 Accordingly, the injuries caused by Defendant’s deceptive labeling, marketing, and
23 advertising outweigh any benefits.

24 155. If Plaintiffs’ and Class Members’ claims at law fail, Plaintiffs, those
25 similarly situated and/or other consumers will have no adequate remedy at law by

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27 ⁵⁵ 16 C.F.R. § 238.2(a).

1 which they can obtain recovery for the economic harm they have suffered.

2 156. Plaintiffs seek, on behalf of themselves and those similarly situated, a
3 declaration that the above-described trade practices are fraudulent, unfair, and/or
4 unlawful.

5 157. Plaintiffs seek, on behalf of themselves and those similarly situated, an
6 injunction to prohibit Defendant from offering the Products within a reasonable time
7 after entry of judgment. Such misconduct by Defendant, unless and until enjoined
8 and restrained by order of this Court, will continue to cause injury in fact to the
9 general public and the loss of money and property in that Defendant will continue to
10 violate the laws of California unless specifically ordered to comply with the same.
11 This expectation of future violations will require current and future consumers to
12 repeatedly and continuously seek legal redress in order to recover monies paid to
13 Defendant to which it was not entitled. Plaintiffs, those similarly situated and/or
14 other consumers have no other adequate remedy at law to ensure future compliance
15 with the California Business and Professions Code alleged to have been violated
16 herein.

17 **SIXTH CLAIM FOR RELIEF**
Unjust Enrichment

18 **(on behalf of the Nationwide Class, or alternatively the California Subclass)**

19 158. Plaintiffs reassert the allegations set forth previously and incorporate
20 such allegations by reference herein.

21 159. Plaintiffs bring this claim for unjust enrichment against Defendant in
22 the alternative to their breach of express warranty claim.

23 160. Plaintiffs and Nationwide Class members conferred benefits on
24 Defendant by purchasing the HexClad Products, including by paying a price
25 premium for the HexClad cookware.

26 161. Defendant has been unjustly enriched by retaining the revenues derived
27 from Plaintiffs and the Nationwide Class Members' purchases of the HexClad
28

1 cookware. Retention of the monies under these circumstances is unjust and
2 inequitable because Defendant’s labeling of the HexClad cookware was misleading
3 to consumers, which caused injuries to Plaintiffs and the Nationwide Class Members
4 because they would not have purchased or would have paid less for the HexClad
5 cookware if they had known the true facts regarding Defendant’s “non-toxic” and
6 other safety claims, as described above.

7 162. Because Defendant’s retention of the non-gratuitous benefits conferred
8 on them by Plaintiffs and the Nationwide Class Members is unjust and inequitable,
9 Plaintiffs and the Nationwide Class Members seek return of all monies Defendant
10 acquired from its unlawful conduct, including disgorgement of all profits and
11 establishment of a constructive trust.

12 163. Therefore, Plaintiffs pray for relief as set forth below.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiffs respectfully pray for judgment in their favor as
15 follows:

- 16 a. Certification the Class pursuant to the provisions of Rule 23 of the
17 Federal Rules of Civil Procedure and an order that notice be provided
18 to all Class Members;
- 19 b. Designation of Plaintiffs as representatives of the Class and the
20 undersigned counsel, Zimmerman Reed LLP and the Johnson Firm, as
21 Class Counsel;
- 22 c. An award of damages in an amount to be determined at trial or by this
23 Court;
- 24 d. An order for injunctive relief, enjoining Defendant from engaging in
25 the wrongful and unlawful acts described herein;
- 26 e. An award of statutory interest and penalties;
- 27 f. An award of costs and attorneys’ fees; and

1 g. Such other relief the Court may deem just and proper.

2 **DEMAND FOR TRIAL BY JURY**

3 Plaintiffs hereby demand a trial by jury of all issues so triable.

4
5 Respectfully submitted,

6 Dated: August 25, 2023

/s/ Brian C. Gudmundson

Brian C. Gudmundson
(Admitted *pro hac vice*)

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