

1 John R. Parker, Jr,
California Bar No. 257761
2 **ALMEIDA LAW GROUP LLC**
3550 Watt Avenue, Suite 140
3 Sacramento, California 95821
Tel: (916) 616-2936
4 jrparker@almeidalawgroup.com

5 *[Additional Counsel Listed Below]*

6 ***Attorneys for Plaintiff & the Proposed Class***

7 **UNITED STATES DISTRICT COURT**
8 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

9 BRIGETTE HOOD, *individually and on*
10 *behalf of herself and all others similarly*
situated,

11 Plaintiff,

12 v.

13 WALMART, INC.,
14 Defendant.

Case No.

CLASS ACTION:

1. **Violation of CLRA**
2. **Violation of UCL**
3. **Violation of FAL**
4. **Breach of Express and Implied Warranties**
5. **Unjust Enrichment**

JURY TRIAL DEMANDED

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16
17
18 **CLASS ACTION COMPLAINT**

19 Plaintiff Brigitte Hood (“Ms. Hood”), a California citizen, on behalf of herself and all
20 others similarly situated, alleges violations of California’s Consumer Legal Remedies Act
21 (“CLRA”), Cal. Civ. Code § 1750, et seq.; California’s Unfair Competition Law (“UCL”), Cal.
22 Bus. & Prof Code § 17200, et seq; California’s False Advertising Law (“FAL”), Cal. Bus. & Prof
23 Code § 17500, et seq; and unjust enrichment against Defendant Walmart Inc. (“Walmart”). This
24 court has jurisdiction pursuant to 28 U.S.C. § 1332. In support of these claims, Ms. Hood states as
25 follows:

26 **NATURE OF THE ACTION**

27 1. Walmart, the world’s largest company by revenue, routinely misleads consumers and
28 violates the law by inaccurately labeling and advertising its aluminum products as “Made in the

1 USA” and “Made in USA” when the products are not completely processed domestically or made
2 of materials sourced in the United States of America.

3 2. Given Walmart’s “Made in the USA” claims, consumers expect that all of Walmart’s
4 products and its components originate in the USA. But that is not the case—the products have
5 significant foreign input in the form of bauxite, the primary ingredient in aluminum. Almost no
6 bauxite is mined in the USA. The overwhelming majority of the material is mined and significantly
7 processed internationally, then imported from overseas and used to create the products.

8 3. Because the main component of Walmart’s products is foreign-sourced, consumers
9 are essentially buying foreign composite products. Moreover, because bauxite is processed overseas
10 before being shipped to the USA, Walmart’s products are not entirely “Made in the USA.” These
11 false representations have been made for the statutory period up to and including at least August
12 2022.

13 4. Walmart makes deceptive claims and misrepresentations on its product labels, falsely
14 implying that the products are American, made in the United States, of American components.
15 Consumers rely on these representations, paying premium prices because they believe Walmart’s
16 products are made in the United States from American materials and are therefore more valuable.

17 5. Ms. Hood brings this action on behalf of herself, and others similarly situated to
18 rectify these unlawful practices and compensate consumers for the losses incurred by relying on
19 inaccurate labels.

20 **THE PARTIES**

21 6. Ms. Brigitte Hood is a natural person and citizen of Concord, California and resides
22 in the Northern District of California. Ms. Hood purchased products manufactured and distributed
23 by Walmart from her home using Walmart.com during the four (4) years prior to the filing of this
24 Complaint (“the Class Period”) for personal, family or household purposes. Ms. Hood was injured
25 in fact and lost money as a result of Walmart’s unlawful labeling.

26 7. Defendant Walmart Inc. is a corporation incorporated under the laws of Arkansas
27 and headquartered at 702 SW 8th Street, Bentonville, Arkansas 72716. Upon information and belief,
28 Walmart’s address for service of process is 124 West Capitol Avenue, Suite 1900, Little Rock,

1 Arkansas 72201.

2 **JURISDICTION & VENUE**

3 8. This court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d) because
4 this is a putative class action wherein, upon information and belief, the aggregate amount in
5 controversy exceeds \$5,000,000; there are over 100 class members; and minimal diversity
6 requirements are met. See 28 U.S.C. § 1332(d)(2). Ms. Hood is a California citizen, and no
7 defendant is a citizen of California.

8 9. Venue is proper in the District Court for the Northern District of California pursuant
9 to 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to Ms. Hood’s claims
10 occurred in this judicial district. Ms. Hood purchased the products at issue in the Northern District
11 and was misled by Walmart’s inaccurate labeling in this District.

12 **FACTUAL ALLEGATIONS**

13 **A. FTC’s Guidance on “Made in USA” Claims**

14 10. “Made in the USA” and other similar advertising claims are terms of art with legal
15 definitions that guide their proper use. *See, e.g.*, FTC Made in USA Labeling Rule, 16 C.F.R. §
16 323.1(a) (2021) (“The term *Made in the United States* means any unqualified representation, express
17 or implied, that a product or service, or a specified component thereof, is of U.S. origin. . . .”).

18 11. For decades, the FTC’s *Enforcement Policy Statement on U.S. Origin Claims* has
19 provided that manufacturers of products made with foreign or recycled materials cannot claim that
20 the products are “Made in the USA” unless the manufacturers can show that the materials used to
21 make the products originate domestically. See FTC “Made in USA” and Other U.S. Origin Claims,
22 62 Fed. Reg. 63756 (Dec. 2, 1997).

23 12. Codifying its existing guidance into a “restatement rule” which became effective on
24 August 13, 2021, the FTC explained that:

25 it is an unfair or deceptive act or practice . . . to label any product as Made
26 in the United States unless [1.] the final assembly or processing of the
27 product occurs in the United States, [2.] all significant processing that goes
28 into the product occurs in the United States, and [3.] all or virtually all

1 ingredients or components of the product are made and sourced in the
2 United States.

3 16 C.F.R. § 323.2.

4 13. Even when a manufacturer buys product materials from a U.S. supplier, if those
5 materials themselves are foreign-sourced or made up of foreign-sourced ingredients, the
6 manufacturer may not simply label and advertise its final product as “Made in the USA.” *See* “Made
7 in USA” and Other U.S. Origin Claims, 62 Fed. Reg. at 63769.

8 14. The FTC bases its position on polls of consumers that show that most consumers
9 regard a “Made in the USA” label as meaning that the product—including the materials used in its
10 manufacture—is entirely or nearly entirely made in the USA. *See* FTC Made in USA Labeling Rule,
11 86 Fed. Reg. 37022, 37026 (July 14, 2021).

12 15. Manufacturers may use qualified “Made in the USA” claims to accurately label
13 products that are manufactured domestically using foreign materials. *See* “Made in USA” and Other
14 U.S. Origin Claims, 62 Fed. Reg. at 63769–70. An example of a compliant qualified claim is a label
15 that states “Made in the USA with globally sourced materials.” *Id.*

16 **B. Significant Components of Walmart’s Aluminum Products Are Not Domestically**
17 **Sourced.**

18 16. Like many large retail and food chains, Walmart sells private brand products, which
19 are less expensive substitutes for name brand goods. Walmart sells its “Mainstays” private brand
20 for its own lines of housewares, including aluminum pans.

21 17. Similarly, Walmart sells its “Expert Grill” private brand for its line of grilling
22 accessories, including aluminum pans.

23 18. Walmart represents that its respective products are “Made in the USA.” The
24 representations are front and center on the products’ labels, juxtaposed with a red, white, and blue
25 stars and stripes graphic.

26 19. Walmart makes similar representations about the products on its website.

27 20. All significant processing that goes into Walmart’s products does not occur in the
28 United States, and all or virtually all components of Walmart’s products are not sourced in the

1 United States, making Walmart’s labelling inaccurate, misleading, and unlawful.

2 21. The aluminum used to make Walmart’s aluminum consumer products is substantially
3 made from the mined mineral bauxite. There is no way to manufacture aluminum for consumer foil,
4 bakeware, or grilling pans and liners except with bauxite.

5 22. The United States imports almost all of the bauxite it uses. Domestic bauxite mines
6 contribute less than 5% of the bauxite the United States consumes, and none of the domestically
7 mined bauxite is used to make aluminum for aluminum consumer products. U.S. Geological Survey,
8 E. Lee Bray, *Bauxite and Alumina*, in *2018 Minerals Yearbook*, at 10.1 (Feb. 2022),
9 <https://pubs.usgs.gov/myb/vol1/2018/myb1-2018-bauxi.pdf>.

10 23. Based on U.S. Geological Survey data, and upon information and belief, bauxite used
11 in manufacturing Walmart’s aluminum consumer products is imported from abroad. The
12 international sources of bauxite for aluminum production are readily known based on the U.S.
13 Geological Survey’s annual and quarterly reports. A handful of countries produce most of the
14 world’s supply of bauxite. *See id.*

15 24. Upon information and belief, essential, significant, and expensive processing of
16 bauxite happens overseas.

17 25. Bauxite comes out of the ground as a slab of rock that can be transported to the U.S.
18 for processing, but that is not what international mines and domestic importers choose to do.

19 26. Rather, bauxite is extracted from the ground in complex mining operations and then
20 significantly processed before it is shipped to the U.S.

21 27. Companies prefer to buy bauxite that has been processed internationally because it
22 is cheaper to ship processed bauxite to the U.S., and processed bauxite that has been finely ground
23 has a maximized surface area that makes the domestic refining processes more efficient.

24 28. To that end, international mines significantly process bauxite to ensure that it is
25 consistent in surface area, quality, and moisture level.

26 29. Bauxite is crushed initially, then cleaned to remove excess, less valuable material,
27 then dried. During this process the bauxite is screened multiple times, transported multiple times,
28 and crushed again before being shipped to the United States.

1 30. Some bauxite is put through a grinding process and transformed into a substance that
2 is finer than sand to be primed for further chemical processing the U.S.

3 31. Even more extensive refinement of bauxite may occur overseas depending on
4 importers' contracts with mining companies.

5 32. Foreign bauxite makes up a significant portion of Walmart's products by cost of
6 production of the product and/or final composition of the product.

7 33. The high level of foreign input into Walmart's products conflicts with the
8 expectations of American consumers when they purchase a product bearing a "Made in the USA"
9 label.

10 34. Walmart cannot label its aluminum products with an unqualified "Made in the USA"
11 claim given the products' significant foreign bauxite content.

12 35. Walmart's misleading representations are directed at consumers seeking to purchase
13 products with the American pedigree. The red, white, and blue stars and stripes image combined
14 with the "Made in the USA" reference on the label means to the reasonable consumers that the
15 product is an American product, of better American quality, of the United States, made in the United
16 States, from United States sourced materials, or all of the foregoing.

17 36. Manufacturers, like Walmart, are aware of the connotations of these labels. They
18 promote their products as superior, expressly or impliedly, because they originate from the United
19 States. The perception that Walmart's American-made products are more valuable induces
20 consumers to purchase Walmart's products at a premium price.

21 37. American consumers, like Ms. Hood, are more likely to buy products that are
22 marketed as "Made in the USA." Consumers place higher value on U.S.-made products because
23 they believe such products provide American jobs and support the U.S. economy. Consumers also
24 believe that "Made in the USA" labelling implies higher grade components or ingredients, so they
25 are willing to spend more money on products that are marketed as American-made.

26 38. Walmart intentionally uses the "Made in the USA" label because it believes that label
27 works to influence consumers to purchase its products. If the "Made in the USA" claim on
28 Walmart's labels did not give its product a competitive advantage in the market, Walmart would not

1 use the labels.

2 39. Walmart capitalized on misleading and deceiving purchasers of its products to get an
3 unfair business advantage when competing with its marketplace peers.

4 40. Consumers like Ms. Hood are deceived by Walmart's misrepresentations and are
5 harmed by overpaying for a material feature or benefit advertised on the product labels that they do
6 not receive

7 **C. Ms. Hood's Facts.**

8 41. Ms. Hood is a consumer who regularly purchases aluminum products for her
9 personal, family, or household purposes

10 42. In or around August of 2022, Ms. Hood, relying on the "Made in the USA" labels
11 and the flag-like graphics on the packages, purchased Mainstays aluminum pie pans, round and
12 square cake pans, and cake pans with lids, as well as Expert Grill aluminum grease tray liners,
13 because she believed the products were actually made in the United States out of materials sourced
14 in the United States.

15 43. Specifically, Ms. Hood purchased Mainstays 3-pack of 8.75x1.16 Pie Pans,
16 Mainstays 3-pack of 8.5x1.5 Cake Pans, Mainstays 2-pack of 8x1.47 Cake Pans, Mainstays 4-Piece
17 of 12.75x9 Cake Pans with Lids, and Expert Grill 3-Pack of Grease Tray Liners.





44. The fact that the products were represented as being “Made in the USA” was an important consideration for Ms. Hood in purchasing Walmart’s products. She understood “Made in USA” to mean the raw materials for the Product were converted and transformed in the U.S.A., and the raw materials were sourced within this country.

45. At the time Ms. Hood purchased the products, Ms. Hood did not know, and had no reason to know, that Walmart’s claims were misleading and unlawful as set forth herein. Ms. Hood believed the products were made in the USA, as they were labelled, which she understood to mean that not only were the raw materials for the product converted and transformed in the United States but also that the raw materials were sourced domestically.

46. Ms. Hood paid more for the products than she would have had she known that the materials used to make them were not sourced from the United States, but from overseas, and that significant processing of the products occurred overseas.

47. Defendant’s labeling, advertising and marketing as alleged herein is false and misleading and was designed to increase sales of the products at issue. Defendant’s misrepresentations are part of an extensive labeling, advertising and marketing campaign, and a reasonable person would attach importance to Defendant’s misrepresentations in determining whether to purchase the products at issue.

48. As a result of Defendant’s unlawful and misleading claims, Ms. Hood and thousands of similarly situated consumers purchased the products at issue.

1 49. Ms. Hood bought the Product because she expected it was “Made in U.S.A.,”
2 understood to mean the raw materials for the Product were converted and transformed in the U.S.A.,
3 and the raw materials were sourced within this country, because that is what the representations said
4 and implied.

5 50. Ms. Hood relied on the words, layout, packaging, and images on the Product label in
6 deciding to purchase the Product, including the “Foil Made in U.S.A.” followed by three stars
7 representation.

8 51. Ms. Hood is one of the many Americans who seeks to buy American.

9 52. Ms. Hood trusted the Mainstays brand, because it is distributed and made by Walmart
10 Inc.

11 53. Ms. Hood did not expect a product, especially from Walmart, would promise it was
12 “Foil Made in U.S.A.” followed by three stars even though all or virtually all of the raw materials
13 used were from outside of the United States and a substantial amount of the making, manufacturing,
14 and/or production of the aluminum foil Product took place outside of the United States.

15 54. The “Made in U.S.A.” claim was deceptive because in fact, all or virtually all of the
16 raw materials used in the Product were from outside of the United States, and a substantial amount
17 of the making, manufacturing, and/or production of the aluminum foil Product took place outside
18 of the United States.

19 55. Ms. Hood would not have purchased the Product if she knew the “Made in U.S.A.”
20 followed by three stars representations and omissions were false and misleading, or she would have
21 paid less for it.

22 56. Ms. Hood chose between Defendant’s Product and products represented similarly,
23 but which did not misrepresent their attributes, features, and/or components.

24 57. The Product was worth less than what Hood paid, and she would not have paid as
25 much but for the Defendant’s false and misleading statements and omissions.

26 58. Ms. Hood intends to, seeks to, and will purchase the Product again when she can do
27 so with the assurance that the Product’s “Foil Made in U.S.A.” followed by three stars
28 representations are consistent with its composition, sourcing, and manufacture, and are therefore

1 truthful and non-misleading.

2 59. Ms. Hood is unable to rely on the ongoing labeling and representations that the
3 Product is “Foil Made in U.S.A.” followed by three stars because she is unsure whether those
4 representations are truthful.

5 60. Ms. Hood on her own behalf, and on behalf of the putative Class members, notified
6 Walmart of the violations alleged herein. Despite giving Walmart more than 30 days from the date
7 of the notification letters (original letter sent September 2022 and supplemental sent August 2023
8 after being in touch with counsel for Defendant) to provide appropriate relief for the violations and
9 claims alleged herein, Walmart failed to provide any such relief.

10 **CLASS ACTION ALLEGATIONS**

11 61. Ms. Hood brings this action on behalf of the following class of persons (the “Class”),
12 subject to modification after discovery and case development:

13 All persons in the State of California who, within four years prior to the
14 filing of this Complaint, purchased Walmart’s aluminum products which
15 were labeled as being “Made in the USA.”

16 62. Excluded from the class are Defendants, any entities in which Defendants have a
17 controlling interest; their agents and employees; and any Judge to whom this action is assigned and
18 any member of such Judge’s staff and immediate family.

19 63. Ms. Hood proposes that she serve as class representative.

20 64. Ms. Hood and the Class have all been harmed by the actions of Defendant.

21 65. Numerosity is satisfied. While the exact number of Class members is presently
22 unknown, and can only be ascertained through appropriate discovery, Ms. Hood believes the number
23 of Class members are in the thousands of persons, if not more. Individual joinder of these persons
24 is impracticable.

25 66. There are questions of law and fact common to Ms. Hood and to the Class that
26 predominate over any questions affecting only individual Class members, including, but not limited
27 to:

28 a. Whether Defendants engaged in unfair or deceptive business practices by

- 1 advertising and selling their products;
- 2 b. Whether Defendant made unlawful and misleading claims regarding the
- 3 origin of manufacture of their products;
- 4 c. Whether the products were falsely advertised and misbranded as to their
- 5 geographic origin of manufacture as a matter of law;
- 6 d. Whether Defendants violated the CLRA, UCL, FAL or were unjustly
- 7 enriched;
- 8 e. Whether Ms. Hood and the Class were damaged by Defendants’ conduct;
- 9 f. Whether Ms. Hood and the Class are entitled to actual and/or statutory
- 10 damages as a result of Defendants’ actions;
- 11 g. Whether Ms. Hood and the Class are entitled to restitution;
- 12 h. Whether Ms. Hood and the Class are entitled to attorney’s fees and costs.
- 13 i. Proof of a common set of facts will establish the right of each Class member
- 14 to recover.

15 67. Ms. Hood’s claims are typical of the claims of the Class members because Ms. Hood,
 16 like the Class members, purchased Defendant’s misleading “Made in the USA” labelled products in
 17 reliance on that assertion. Defendant’s unlawful, unfair and/or fraudulent actions concern the same
 18 business practices described herein irrespective of where they occurred or were experienced. Ms.
 19 Hood and the Class sustained similar injuries arising out of Defendant’s conduct in violation of
 20 California law. Ms. Hood and the members of the Class sustained the same types of damages and
 21 losses. Ms. Hood’s claims arise from the same course of conduct that give rise to the claims of the
 22 Class members and are based on the same legal theories.

23 68. Ms. Hood is an adequate class representative because her interests do not conflict
 24 with the interests of the Class members, and she will adequately and fairly protect the interests of
 25 the Class members. Ms. Hood intends to prosecute this action vigorously and has taken actions
 26 before filing this complaint by hiring skilled and experienced counsel and by making a pre-suit
 27 demand on behalf of class members to protect the interests of the Class. There is no conflict between
 28

1 Ms. Hood and the proposed class.

2 69. A class action is the superior method for fair and efficient adjudication of Ms. Hood’s
3 and the Class members’ claims. The likelihood that individual members of the Class will prosecute
4 separate actions is remote due to the time and expense necessary to conduct such litigation. In
5 addition, it is likely that most class members are unaware that they have claims. Finally, the
6 prosecution of separate actions by the individual class members, even, if possible, would create a
7 risk of inconsistent or varying adjudications regarding the individual class members.

8 70. There are no difficulties likely to be encountered by the court in the management of
9 this putative class action.

10 **CAUSES OF ACTION**

11 **COUNT I**

12 **Violation of the California Consumers Legal Remedies Act
Cal. Civ. Code §§ 1750, et seq.**

13 71. Ms. Hood incorporates the preceding paragraphs as if alleged herein.

14 72. California’s Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750, et
15 seq., provides that “unfair methods of competition and unfair or deceptive acts or practices
16 undertaken by any person in a transaction intended to result or which results in the sale or lease of
17 goods or services to any consumer are unlawful.”

18 73. The products are “goods,” as defined in California Civil Code section 1761(a).

19 74. Defendant is a “person” as defined in California Civil Code section 1761(c).

20 75. Ms. Hood and members of the Class are “consumers,” as defined in California Civil
21 Code section 1761(d).

22 76. Purchase of the products by Ms. Hood and members of the Class are “transactions,”
23 as defined in California Civil Code § 1761(e).

24 77. Defendant violates section 1770(a)(4), which prohibits the use of “deceptive
25 representations or designations of geographic origin in connection with goods or services,” by
26 representing that its products are “Made in the USA” when the materials from which they are
27 manufactured are not sourced in the USA. Walmart cannot label its aluminum products with an
28 unqualified “Made in the USA” claim given the products’ significant foreign bauxite content.

1 78. Defendant also violates section 1770(a)(5) by representing that the products have
2 “characteristics, . . . uses [or] benefits . . . which [they] do not have” in that Defendant uses “Made
3 in the USA” on the products’ labels but the products are not from, of, or by the United States; instead
4 they are from foreign sources.

5 79. Similarly, Defendant violates section 1770(a)(7) by representing that the products
6 “are of a particular standard, quality, or grade . . . if they are of another” by advertising they are
7 from, by, of or related to America. Walmart’s products do not actually have those qualities, and
8 consequently they are misrepresented. Similarly, Walmart’s assertion that its products are “Made in
9 the USA” is an expressly stated feature that consumers often will pay more for, and the products did
10 not actually have that feature.

11 80. Lastly, Defendant violates section 1770(a)(9) by advertising the products “with
12 intent not to sell them as advertised” due to deceptive statements and claims that the products are
13 “Made in the USA” of domestic components when they were not.

14 81. Ms. Hood and the members of the Class reasonably and justifiably relied on
15 Defendant’s misrepresentations in purchasing the products. Had the products been honestly
16 advertised and labeled, Ms. Hood and members of the Class would not have purchased them and/or
17 would have paid less for them.

18 82. As a proximate and direct result of Defendant’s conduct, Ms. Hood and members of
19 the Class have been injured and suffered damages by purchasing one or more of the products that
20 feature false and/or misleading labeling. Likewise, Defendant has unreasonably profited from its
21 conduct.

22 83. Given that Defendant’s conduct violated section 1770(a)(5), Ms. Hoods and
23 members of the Class are entitled to and seek injunctive relief to put an end to Defendant’s violations
24 of the CLRA.

25 84. Moreover, Defendant’s conduct is malicious, fraudulent, and wanton in that
26 Defendant intentionally misled and withheld material information from consumers to increase the
27 sale of the products.

28 85. Pursuant to California Civil Code § 1782(a), Ms. Hood on her own behalf, and on

1 behalf of members of the Class, notified Defendant of the alleged violations of the CLRA. Despite
2 giving Walmart more than 30 days from the date of the notification letter to provide appropriate
3 relief for violations of the CLRA, Defendant has failed to provide any such relief. As such, Ms.
4 Hood also seeks compensatory, monetary and punitive damages, in addition to equitable and
5 injunctive relief, and requests that this Court enter such Orders or judgments as may be necessary
6 to restore to any person in interest any money which may have been acquired by means of such
7 unfair business practices, and for such other relief as provided in California Civil Code section 1780
8 and in the Prayer for Relief.

9 86. Ms. Hood also requests that the Court enjoin Defendant from continuing to employ
10 the unlawful methods, acts and practices alleged herein pursuant to section 1780(a)(2).

11 **COUNT II**
12 **Violation of California's Unfair Competition Law**
13 **Cal. Bus. & Prof. Code §§ 17200, *et seq.***

14 87. Ms. Hood incorporates the preceding paragraphs as if alleged herein.

15 88. California's Unfair Competition Law (UCL), Cal. Bus. & Prof. Code §§ 17200 et
16 seq., protects consumers by holding companies liable for unfair competition and unlawful business
17 practices.

18 89. The UCL provides a private right of action to any person who has suffered injury in
19 fact and, as a result of unfair business practices, has lost money or property. Cal. Bus. & Prof. Code
20 § 17204.

21 90. The UCL broadly applies to any corporation that engages in unfair competition. *Id.*
22 §§ 17200, 17201.

23 91. The UCL defines unfair competition to include any "unlawful, unfair, or fraudulent"
24 business act or practice. *Id.* § 17200.

25 92. A business act or practice is "unlawful" under the UCL if it violates any other law or
26 regulation. The UCL's coverage is "sweeping, embracing anything that can properly be called a
27 business practice and that at the same time is forbidden by law." *Cel-Tech Commc'ns, Inc. v. Los*
Angeles Cellular Tel. Co., 973 P.2d 527, 539 (Cal. 1999).

28 93. Because the UCL's definition of unfair competition includes any unlawful business

1 act or practice, the statute “borrows violations of other laws and treats them as unlawful practices”
2 that are independently actionable under the UCL. *Id.* at 539–40. Accordingly, Defendant’s
3 violations of other statutes including, without limitation, violations of the CLRA and FAL as alleged
4 herein, are all actionable under the UCL.

5 94. Defendant’s conduct constitutes unfair and/or fraudulent business acts and practices
6 because Defendant made false representations to Ms. Hood and members of the Class that were
7 likely to deceive Ms. Hood and members of the Class into purchasing Defendant’s products.
8 Defendant misrepresented and made false statements that the products were “Made in the U.S.A.,”
9 when they were not. Walmart cannot label its aluminum products with an unqualified “Made in the
10 USA” claim given the products’ significant foreign bauxite content.

11 95. Defendant is aware that the claims or omissions they make about the products are
12 and continue to be false and misleading.

13 96. Defendant had an improper motive—to derive financial gain at the expense of
14 accuracy or truthfulness—in its practices related to the labeling of its products.

15 97. Defendant’s conduct was, and continues to be, unfair, in that its injury to countless
16 purchasers of the products is substantial and is not outweighed by any countervailing benefits to
17 consumers or to competitors.

18 98. There were reasonable alternatives available to Defendant to further Defendant’s
19 legitimate business interests other than the conduct described herein.

20 99. Moreover, Ms. Hood and members of the Class could not have reasonably avoided
21 such injury, given that Walmart failed to disclose the products’ true characteristics at any point. Ms.
22 Hood and members of the Class purchased the products in reliance on the representations made by
23 Walmart, as alleged herein.

24 100. As a result of the above conduct, Ms. Hood has suffered economic injury, and
25 Defendant has been unjustly enriched at the expense of Ms. Hood and members of the Class through
26 the monies paid to Walmart for the products that lacked the characteristics advertised, interest lost
27 on those monies, and its unwitting support of a business enterprise that promotes deception and
28 undue greed to the detriment of consumers.

1 108. Defendant’s deceptive practices were specifically designed to induce Ms. Hood and
2 Class members to purchase the products. Defendant engaged in marketing efforts to reach Ms. Hood
3 and Class members and were successful in persuading Ms. Hood and Class members to purchase
4 the falsely advertised products. Ms. Hood and Class members purchased the products in reliance on
5 Defendant’s false and misleading statements.

6 109. Ms. Hood and Class members would not have purchased Defendant’s products had
7 it not been for Defendant’s misrepresentations of material facts. Ms. Hood and Class members were
8 denied the benefit of the bargain when they decided to purchase Defendant’s products over
9 competitor products. Had Ms. Hood and Class members been aware of the false and misleading
10 advertising tactics, they would have paid less than what they paid for the products, or they would
11 not have purchased them at all.

12 110. The above acts of Defendant, in disseminating misleading and deceptive
13 representations and statements throughout California to consumers, including Ms. Hood and Class
14 members, were and are likely to deceive reasonable consumers in violation of the FAL.

15 111. In making and disseminating the statements alleged herein, Defendant knew or
16 should have known that the statements were untrue or misleading, and acted in violation of the FAL.

17 112. Defendant continues to engage in unlawful, unfair and deceptive practices in
18 violation of the FAL to induce consumers to purchase its products.

19 113. As a direct and proximate result of Defendant unlawful conduct in violation of the
20 FAL, Ms. Hood and Class members, pursuant to section 17535, are entitled to an Order of this Court
21 enjoining such future wrongful conduct on the part of Defendant and requiring Defendant to disclose
22 the true nature of its misrepresentations.

23 114. Ms. Hood and Class members also request an Order requiring Defendant to disgorge
24 its ill-gotten gains and/or award full restitution of all monies wrongfully acquired by Defendant by
25 means of such acts of false advertising, plus interests and attorneys’ fees.

26 **COUNT IV**
27 **Breach of California Express and Implied Warranties**
Cal. Com. Code §§ 2313, 2314

28 115. Ms. Hood incorporates the preceding paragraphs as if alleged herein.

1 116. Defendants’ products were manufactured, identified, and sold by Defendant and
2 expressly and impliedly warranted to Ms. Hood and Class members as “Made in the USA,” which
3 Ms. Hood and Class members reasonably understood to mean that not only were the raw materials
4 for the products converted and transformed into the final products in the United States, but that the
5 raw materials for the products were also sourced within the United States.

6 117. Defendant had a duty to disclose and/or provide non-deceptive descriptions and
7 marketing of the Product.

8 118. Defendant made promises and affirmations of fact through the sale of its products
9 constituting warranties when they advertised and sold its aluminum products with the words “Made
10 in the USA” on the labels. Ms. Hood and Class members relied on these promises and affirmations
11 and they became part of the basis of the bargain between Ms. Hood and Class members and
12 Walmart.

13 119. Defendant, through its marketing and product labels, created express and implied
14 warranties that the products were actually “Made in the USA.”

15 120. Defendant is a merchant with respect to the sale of the products. Therefore, a
16 warranty of merchantability is implied in every contract for sale of the products to Ms. Hood and
17 Class members.

18 121. Despite Defendant’s express and implied warranties about the origin of the products,
19 the quality and characteristics of the products were not as Walmart represented them to be. The
20 aluminum products, given its significant foreign bauxite content, cannot be labelled with an
21 unqualified “Made in the USA” claim. The products did not conform to its affirmations of fact and
22 promises due to Defendant’s deceptive and misleading actions.

23 122. Defendant breached its express warranties and the implied warranty of
24 merchantability because its products did not conform to the promises or affirmations of fact made
25 on the labels. *See* Cal. Com. Code §§ 2313, 2314(2)(f).

26 123. Defendant breached its express and implied warranties about the origin of its
27 aluminum products. Defendant knew the product attributes that potential customers like Ms. Hood
28 were seeking and developed its marketing and labeling to directly meet those needs and desires. *See*

1 *id.*

2 124. As a direct and proximate result of Defendant breach of warranties, Ms. Hood and
3 Class members were harmed in the amount of the purchase price they paid for the products. Further,
4 Ms. Hood and Class members have suffered and continue to suffer economic losses and other
5 general and specific damages including, but not limited to, the amounts paid for the products, and
6 any interest that would have accrued on those monies, in an amount to be proven at trial.

7 **COUNT V**
8 **Unjust Enrichment**

9 125. Ms. Hood incorporates the preceding paragraphs as if alleged herein.

10 126. In the event Ms. Hood and Class members lack adequate remedies at law for the past,
11 present, and future injuries Defendant has inflicted, Ms. Hood seeks equitable relief on behalf of
12 herself and all others similarly situated.

13 127. As alleged herein, Defendant has intentionally and recklessly made misleading
14 representations to Ms. Hood and Class members to induce them to purchase its products. Ms. Hood
15 and Class members have reasonably relied on the misleading representations and have not received
16 all of the benefits promised by Defendant. Ms. Hood and Class members therefore were induced by
17 Defendant’s misleading and deceptive representations about the products and paid more money to
18 Defendant for the products than they otherwise would and/or should have paid.

19 128. Ms. Hood and Class members have conferred a benefit upon Defendant as they have
20 retained monies paid to them by Ms. Hood and Class members.

21 129. The monies received were obtained under circumstances that were at the expense of
22 Ms. Hood and Class members because Ms. Hood and Class members did not receive the full value
23 of the benefit conferred upon Defendant.

24 130. Therefore, it is inequitable and unjust for Defendant to retain the profit, benefit, or
25 compensation conferred upon it without paying Ms. Hood and Class members back for the
26 difference of the full value of the benefits compared to the value actually received.

27 131. As a direct and proximate result of Defendant’s unjust enrichment, Ms. Hood and
28 Class members are entitled to restitution, disgorgement, and/or the imposition of a constructive trust

1 upon all profits, benefits, and other compensation obtained by Defendant from its deceptive,
2 misleading, and unlawful conduct as alleged herein.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Ms. Hood, on behalf of herself and others similarly situated, respectfully
5 requests that this Honorable Court:

- 6 A. Certify the proposed Class;
- 7 B. Appoint Ms. Hood as class representative and Ms. Hood’s counsel as class counsel;
- 8 C. Temporarily and permanently enjoin Defendant from continuing the unlawful,
9 deceptive, fraudulent, and unfair business practices alleged in this Complaint;
- 10 D. Award damages, including compensatory and exemplary damages, to Ms. Hood and
11 the Class in an amount to be determined at trial;
- 12 E. Award statutory damages and/or penalties to Ms. Hood and the Class;
- 13 F. Award punitive damages;
- 14 G. Award Ms. Hood and the Class its expenses and costs of suit, including reasonable
15 attorneys’ fees to the extent provided by law;
- 16 H. Award pre-and post-judgment interest to the extent provided by law; and
- 17 I. Award such further relief as the Court deems just and proper.

18
19 Dated: June 12, 2024

Respectfully Submitted,
ALMEIDA LAW GROUP LLC

/s/ John R. Parker, Jr. _____
John R. Parker, Jr. (SBN 257761)

**PEIFFER WOLF CARR
KANE CONWAY & WISE, LLP**

Brandon M. Wise*
Domenica M. Russo*
One US Bank Plaza, Suite 1950
St. Louis, MO 63104
bwise@peifferwolf.com
drusso@peifferwolf.com

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*pro hac vice forthcoming

Attorneys for Plaintiff & the Proposed Class