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Benjamin Karter and Diego Ornelas

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

Case No.: '25CV663 RSH KSC

**BENJAMIN KARTER and
DIEGO ORNELAS ,
Individually and On Behalf of
All Others Similarly Situated,**

CLASS ACTION

**COMPLAINT FOR VIOLATIONS
OF:**

Plaintiffs,

- 1) CALIFORNIA CONSUMER LEGAL REMEDIES ACT (“CLRA”), CAL. CIV. CODE §§ 1750, *ET SEQ.*;
- 2) CALIFORNIA’S UNFAIR COMPETITION LAW (“UCL”), CAL. BUS. & PROF. CODE §§ 17200, *ET SEQ.*;
- 3) VIOLATIONS OF CALIFORNIA’S FALSE ADVERTISING LAW (“FAL”), CAL. BUS. & PROF. CODE §§ 17500, *ET SEQ.*;
- 4) BREACH OF EXPRESS WARRANTY;
- 5) UNJUST ENRICHMENT;
- 6) NEGLIGENT MISREPRESENTATION; AND,
- 7) INTENTIONAL MISREPRESENTATION.

v.

DUDE PRODUCTS, INC.,

Defendant.

JURY TRIAL DEMANDED



INTRODUCTION

1. Plaintiffs Benjamin Karter (“Plaintiff Karter”) and Diego Ornelas (“Plaintiff Ornelas”) (together, “Plaintiffs”), individually and on behalf of all others similarly situated, bring this Class Action Complaint for damages, injunctive relief, and any other available legal or equitable remedies, resulting from the unlawful actions of defendant Defendant Dude Products, Inc. d/b/a Dude Wipes (“Dude” or “Defendant”) concerning the unlawful, unfair and deceptive labeling of Defendant’s personal hygiene products, with the designation and representation that the products are/were of U.S. origin without clear and adequate qualification of the foreign ingredients and components contained therein, as required by federal rules and California laws.

2. The misrepresented products are sold through various channels, including, but not limited to, direct-to-consumer sales on the Defendant’s website, third-party platforms such as Amazon.com (“Amazon”), and third-party merchants operating brick-and-mortar stores including Walmart, Targer, Kroger and others.

3. Plaintiffs allege as follows upon personal knowledge as to themselves and their own acts and experiences, and as to all other matters, upon information and belief, including investigation conducted by their attorneys.

4. As stated by the California Supreme Court in *Kwikset v. Superior Court*, 51 Cal. 4th 310, 328-29 (2011):

Simply stated: labels matter. The marketing industry is based on the premise that labels matter, that consumers will choose one product over another similar product based on its label and various tangible and intangible qualities that may come to associate with a particular source. . . In particular . . . **the “Made in U.S.A.” label matters.** A range of motivations may fuel this preference, from desire to support domestic jobs or labor conditions, to simply patriotism. The Legislature has recognized the materiality of this representation by specifically outlawing deceptive and fraudulent “Made in America”






representations. (Cal. Bus & Prof. Code section 17533.7; see also Cal. Civ. Code § 1770, subd. (a)(4) (prohibiting deceptive representations. Of geographic origin)). The objective of section 17533.7 “is to protect consumers from being misled when they purchase products in the belief that they are advancing the interest of the United States and the industries and workers. . .” (emphasis added).

5. Defendant labeled its products with the unqualified representation that they are “Assembled in USA,” (or another synonymous U.S. origin phrase) next to a picture of the United States flag either on the Principal Display Panel (“PDP”) or another prominent and conspicuous location on the product label. This unqualified, express U.S. origin representation was printed on all or nearly all products manufactured, sold or distributed by Defendant, including the products purchased by Plaintiffs. Furthermore, Defendant represented its products as “USA-Made” on its website until at least October 2024.¹

6. Below are examples of these unqualified, U.S. origin representations:



				
CLEAN VIBES	SIZE MATTERS	USA-MADE	GENTLE TOUCH	ECO-FRIENDLY
99% water and plant-based ingredients	No more small wipes after a big burrito!	1.5 billion butts wiped annually	Soaked in aloe vera and vitamin-E	Made with plastic-free, plant-sourced fibers

7. Contrary to Defendant’s express U.S. origin representations and its failure to clearly and aquately qualify those representations, the products purchased by Plaintiffs are composed of foreign ingredients and components.

¹ See <https://web.archive.org/web/20241009061352/https://dudewipes.com/pages/education>



1 8. Defendant’s conduct of advertising and selling deceptively labeled products
2 bearing the representation that such products are of U.S. origin without qualification
3 violates: (1) the Consumer Legal Remedies Act; (2) the Unfair Competition Law;
4 (3) the False Advertising Law; (4) 16 C.F.R. § 323 (Federal Trade Commission
5 2021) (the “MUSA Rule”) and constitutes (5) breach of express warranty; (6) unjust
6 enrichment; (7) negligent misrepresentation; and (8) intentional misrepresentation.

7 9. This conduct caused Plaintiffs, and other similarly situated consumers,
8 damages, and requires restitution and injunctive relief to remedy and prevent future
9 harm.

10 10. In addition to the unqualified U.S. origin representation on the products
11 purchased by Plaintiffs, Defendant’s other products—including, but not limited to,
12 those listed and featured on Defendant’s website² (the “Class Products”)—also
13 displayed the same unqualified U.S. origin representation or a similar unqualified
14 claim.³

15 **JURISDICTION AND VENUE**

16 11. This Court has jurisdiction over this matter pursuant to the Class Action
17 Fairness Act (CAFA), 28 U.S.C. § 1332(d), because: (1) there is minimal diversity
18 as Plaintiffs are citizens of the State of California and Defendant is a Delaware
19 corporation with its headquarters and principal place of business in Illinois; (2) the
20

21 ² See <https://dudewipes.com/collections/dude-wipes> (last accessed on March 5, 2025)

22 ³ This includes any and all sizes, scents, sub-brands, variations, configurations or selling units of
23 products manufactured and distributed by Dude and/or sold within the last four years including,
24 but not limited to, the following non exhaustive list:

- 25 • Dude Wipes, including, but not limited to, Fragrance Free, Mint Chill, Herbal Relief, Shea Butter Smooth and Fragrance Free Camo varieties
- 26 • Dude Wipes Singles, including, but not limited to, Fragrance Free and Mint Chill varieties
- 27 • Dude Wipes Medicated

28 Additionally, this includes any and all other products that contain or are made with any foreign ingredients or components and represent “Assembled in USA”, “USA-Made” or any derivative thereof in any of their advertising, marketing or packaging including, but not limited to, products sold in the past four years that are now discontinued. Products with multiple sizes, scents, packaging or other variations not specifically listed here are all subject to this letter.

1 amount in controversy in this matter exceeds \$5 million, exclusive of interest and
2 costs; and (3) there are more than one hundred (100) people in the putative class.

3 12. Venue is proper in the United States District Court for the Southern District
4 of California pursuant to 28 U.S.C. § 1391 for the following reasons: (i) Plaintiff
5 Ornelas resides in the County of San Diego, State of California, which is within this
6 judicial district; (ii) a substantial part of the conduct complained of herein occurred
7 within this judicial district; (iii) Defendant conducted business within this judicial
8 district at all times relevant.

9 **PARTIES**

10 13. Plaintiff Karter is, and at all times mentioned herein was, a natural person, an
11 individual citizen and resident of the County of Orange, State of California.

12 14. Plaintiff Ornelas is, and at all times mentioned herein was, a natural person,
13 an individual citizen and resident of the County of San Diego, State of California.

14 15. Defendant is a corporation that is organized and exists under the laws of the
15 State of Delaware, with its principal place of business in Chicago, Illinois.

16 16. Defendant is a manufacturer, distributor and seller of personal care products,
17 specifically wet wipes and related items, that conducts business: a) through its
18 website; b) through the websites of third-party vendors, including, but not limited
19 to, Amazon, Walmart.com, Target.com and Costco.com; and c) distributes its
20 products to be sold in brick and mortar stores including, but not limited to, Walmart,
21 Target, Costco and elsewhere.

22 17. Plaintiffs allege that at all relevant times Defendant conducted business within
23 the State of California, in the County of San Diego, and within this judicial district.

24 18. Unless otherwise indicated, the use of Defendant’s names in this Complaint
25 includes all agents, employees, officers, members, directors, heirs, successors,
26 assigns, principals, trustees, sureties, subrogees, representatives, and insurers of the
27 Defendant, respectively.

28 **NATURE OF THE CASE**





1 19. Defendant is among the most well-known wet wipes companies in the United
2 States.

3 20. Since its establishment in 2012, Defendant has grown into one of the leading
4 personal hygiene products companies in the United States, generating hundreds of
5 millions of dollars in revenue.

6 21. Given its long history in the consumer packaged goods industry, along with
7 its vast resources and operational sophistication, it is difficult to understand how
8 Defendant could so blatantly violate the well-established laws, rules, and
9 regulations governing the use of U.S. origin claims or any derivative thereof.

10 22. At all relevant times, Defendant made material misrepresentations regarding
11 the Class Products.

12 23. Specifically, Defendant advertised, marketed, promoted, and sold the Class
13 Products as “Assembled in USA” without disclosing the use of foreign ingredients
14 and components, when in fact this claim was false, unfair and deceptive.

15 24. Although Defendant represented that the Class Products were of U.S. origin
16 without qualification, the products are substantially made with ingredients and
17 components sourced, grown, or manufactured outside the United States.

18 25. Each consumer, including Plaintiffs, was exposed to the same material
19 misrepresentations, as similar labels were placed on all Class Products sold
20 throughout the United States, including in California.

21 26. Federal rules and regulations regarding the use of “Made in the United
22 States” claims— including any synonymous claims, whether express or implied—
23 are well-established and clearly defined with respect to products and services.

24 27. The MUSA Rule clearly defines the meaning of “Made in the United States”⁴
25

26 ⁴ See 16 C.F.R. § 323.1(a) (“The term **Made in the United States** means any unqualified
27 **representation, *express or implied*, that a product or service**, or a specified component thereof,
28 **is of U.S. origin**, including, but not limited to, a representation that such product or service is
“made,” “manufactured,” “built,” “produced,” “created,” or “crafted” in the United States or in
America, ***or any other unqualified U.S.-origin claim.***”) (emphasis added).



1 and outlines when this designation may be used without qualification. Specifically,
2 clear and adequate qualifications must notify consumers if the good or service
3 contains or is made with ingredients or components that are not made or sourced in
4 the United States.⁵

5 28. As a consequence of Defendant’s unfair and deceptive practices, Plaintiffs
6 and other similarly situated consumers purchased the Class Products under the false
7 impression and in reliance upon Defendant’s representations that the Class Products
8 were of U.S. origin with ingredients and components sourced from within the
9 United States.

10 29. As a result, Plaintiffs and other similarly situated consumers overpaid for the
11 Class Products, purchased the Class Products over the products of competitors,
12 and/or purchased the Class Products under the belief that the products they
13 purchased were of U.S. origin and did not contain numerous ingredients and
14 components from outside the United States.

15 30. Despite the clearly established and well-defined federal rules regarding U.S.
16 origin claims, Defendant falsely, unfairly and deceptively advertised, marketed and
17 sold its products, including the products purchased by Plaintiffs, as being of U.S.
18 origin without clear and adequate qualification informing consumers of the
19 presence of foreign ingredients and/or components as further discussed herein.

20 31. Had Plaintiffs and other consumers similarly situated been made aware that
21 the Class Products contained ingredients and components sourced from outside of
22 the United States, they would not have purchased the Class Products.

23 32. As a result of Defendant’s false, unfair, and deceptive statements and/or their

24 ⁵ See 16 C.F.R. § 323.2 Prohibited Acts (“In connection with promoting or offering for sale any
25 good or service, in or affecting commerce as “commerce” is defined in section 4 of the Federal
26 Trade Commission Act, 15 U.S.C. 44, **it is an unfair or deceptive act or practice** within the
27 meaning of section 5(a)(1) of the Federal Trade Commission Act, 15 U.S.C. 45(a)(1), **to label**
28 **any product as Made in the United States unless** the final assembly or processing of the product
occurs in the United States, all significant processing that goes into the product occurs in the
United States, and **all or virtually all ingredients or components of the product are made and**
sourced in the United States. (emphasis added).

1 failure to disclose the true nature of the Class Products, along with the other conduct
2 described herein, Plaintiffs and similarly situated consumers purchased hundreds of
3 thousands of units of the Class Products across the United States, including in
4 California, suffering harm, including the loss of money and/or property.

5 33. Defendant’s conduct regarding the labeling, marketing, and sale of the Class
6 Products, as alleged herein, violates multiple federal and California laws, rules, and
7 regulations, as detailed below.

8 34. This action seeks, among other things, equitable relief; restitution of all
9 amounts unlawfully retained by Defendant; and disgorgement of all ill-gotten
10 profits resulting from Defendant’s alleged wrongdoing.

11 **FACTUAL ALLEGATIONS**

12 35. Plaintiffs re-allege and incorporate by reference all preceding paragraphs of
13 this Complaint as though fully set forth herein, and further allege as follows:

14 36. At all relevant times, Defendant made material misrepresentations regarding
15 the Class Products.

16 37. Defendant produced, marketed, and advertised its products, including the
17 products purchased by Plaintiffs, as being of U.S. origin without clear or adequate
18 qualification.

19 38. The Federal Trade Commission (“FTC”) has made it clear that U.S. origin
20 claims will be analyzed “in context,” considering factors such as “terms used,”
21 “prominence,” and “proximity to images.”⁶

22 39. Even without additional context, the “Assembled in USA” claim would still
23 violate the MUSA Rule. However, in the case of the Class Products, this claim is

24 ⁶ See United States, Federal Trade Commission. “Made in USA Labeling Rule.” 86 Fed. Reg.
25 37022, July 14, 2021. (“The *list of equivalents to “Made in USA” set forth in Section 323.1 is not*
26 *exhaustive because the means of communicating U.S. origin are too numerous to list. The*
27 *Commission believes the non-exhaustive list of examples given provide sufficient guidance on the*
28 *scope of covered express and implied claims. These examples are based on the Commission's*
decades of enforcement experience addressing MUSA claims. For other claims, the Commission
will analyze them in context, including the terms used, their prominence, and their proximity to
images and other text.” at p. 37028) (emphasis added).





1 accompanied by highly impactful and deliberate contextual elements, clearly
2 designed to convey—albeit unfairly and deceptively—an unqualified American
3 origin.

4 40. Directly next to the text stating “Assembled in USA,” Defendant includes a
5 prominent, full color image of the United States flag, further reinforcing
6 Defendants' intent to convey that the Class Products and their ingredients are of
7 U.S. origin.

8 41. Each of these representations, on its own, is sufficient to be considered a
9 claim of American origin. However, taken together, they form an indisputable,
10 unqualified express claim of American origin—one that is false, unfair, and
11 deceptive, given that the Class Products are made with foreign ingredients and
12 components.

13 42. Not only is the intent of the MUSA Rule's illustrative list of verbs clear on
14 its face, but the non-exhaustive nature of the list is further supported by the FTC's
15 commentary, which confirms its purpose: to capture verbs that are synonymous
16 with "made" in a non-exhaustive manner.

17 43. It is clear that the term "assembled" need not be specifically enumerated in
18 the MUSA Rule for Defendant’s unqualified use of "Assembled in USA" on the
19 Class Products, along with other unqualified U.S. origin representations, to violate
20 the MUSA Rule.

21 44. The terms “assembled” and “made” share a synonymous relationship.⁷

22 45. Despite their unqualified U.S. origin representations, the Class Products are
23 made using ingredients and components that are neither domestically grown,
24 sourced, nor produced.

25 46. Regardless of where the Defendant placed its unqualified U.S. origin
26 representations on the Class Products, these representations would still violate the

27 _____
28 ⁷ See <https://www.merriam-webster.com/thesaurus/assembled> (The term “made” is listed as a
“highly relevant” synonym for “assembled.”)

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1 MUSA Rule as discussed above.

2 47. However, in the case of the Class Products, the claim is highly impactful and
3 intentionally placed on the PDP—the most prominent and conspicuous location for
4 a consumer packaged goods company to present a claim.

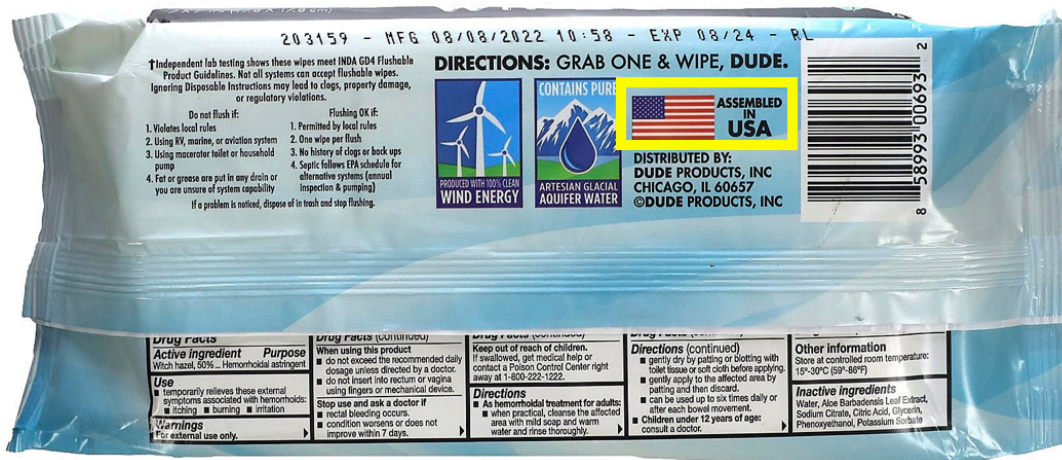
5 48. A product’s PDP is the part of the product that faces the consumer when
6 placed on a shelf or displayed on a website, allowing the consumer to view its
7 claims without needing to turn the product around.

8 49. Consumer packaged goods companies typically place what they consider to
9 be their most important and highest-value selling points on a product’s PDP.

10 50. In the case of the Class Products, the Defendant’s “Assembled in USA” claim
11 is prominently displayed on the product’s PDP, standing alone in contrasting text
12 alongside a full-color United States flag icon. This bold and unqualified
13 presentation reinforces the Defendant’s intent to convey that both the Class
14 Products and their ingredients originate from the United States.

15 51. Below are non-exhaustive examples of the aforementioned representation
16 that appears on the packaging and marketing of the Class Products:





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DUDE Wipes - Flushable Wipes - 3 Pack, 144 Wipes - Mint Chill Extra-Large Adult Wet Wipes - Vitamin-E, Aloe, Eucalyptus & Tea Tree Oils - Septic and Sewer Safe

Brand: DUDE Wipes
4.7 ★★★★★ 149,409 ratings | Search this page
1 sustainability certification

#1 Best Seller in Personal Cleansing Wipes

30K+ bought in past month

-33% \$9.99 (\$0.07 / Count)
List Price: \$14.99

Get Fast, Free Shipping with Amazon Prime
FREE Returns
Get a \$50 Amazon Gift Card instantly upon approval for Amazon Visa. No annual fee.

Scent: Mint

Size: **48 Count (Pack of 3)** | 48 Count (Pack of 6)

Brand	Dude
Skin Type	Sensitive
Material Feature	flushable, biodegradable, Plant based fibers
Unit Count	144 Count
Number of Items	3

About this item

- BILLIONS OF BUTTS WIPED:** We make flushable wipes—billions of 'em—assembled right here in the USA. We started this hole revolution against toilet paper from our apartment and now wipe over 1.5 billion butts every year. So join us. You'll have never felt so fresh after that morning coffee
- FEEL THE MINT CHILL:** We swear it's just like a breath mint for your butt. These super chill wipes are made with 99% water and plant-based ingredients like eucalyptus, mint chill, and tea tree oils. So go ahead, tell your friends, you officially have the freshest butt in the game
- FLUSHABLE & 100% PLANT SOURCED FIBERS:** Our flushable wipes are made with plastic free and plant sourced fibers. Unlike baby wipes, DUDE Wipes are sewer and septic-safe and begin to break down when flushed. Say goodbye to toilet paper and say hello to DUDE flushable wet wipes for the whole family
- EXTRA LARGE FLUSHABLE WIPES:** When it comes to flushable wipes, size matters. And we're big. Because nobody wants a little wipe after a big burrito
- WET BEATS DRY:** C'mon, you're better than that scratchy sandpaper. We promise once you try DUDE Wipes you'll never go back. Designed for a clean, more refreshing feeling than toilet paper, our plush wet wipes come in sleek dispenser packs that fit perfectly on your throne

52. This representation is prominently displayed in the same location on the packaging of all Class Products or, in some cases, in another conspicuous location on the product packaging.

53. As a result of the unqualified U.S. origin representations on the Class Products' PDPs, online retailers further propagated this misrepresentation through their websites' product images and descriptions. Additionally, they continued to sell the Class Products with unqualified U.S. origin misrepresentations on their physical store shelves, where applicable.

54. Many third-party retailers continue to make these misrepresentations online due to the Defendant's failure to notify them of the misrepresentations that appear

1 or previously appeared on the Class Products.

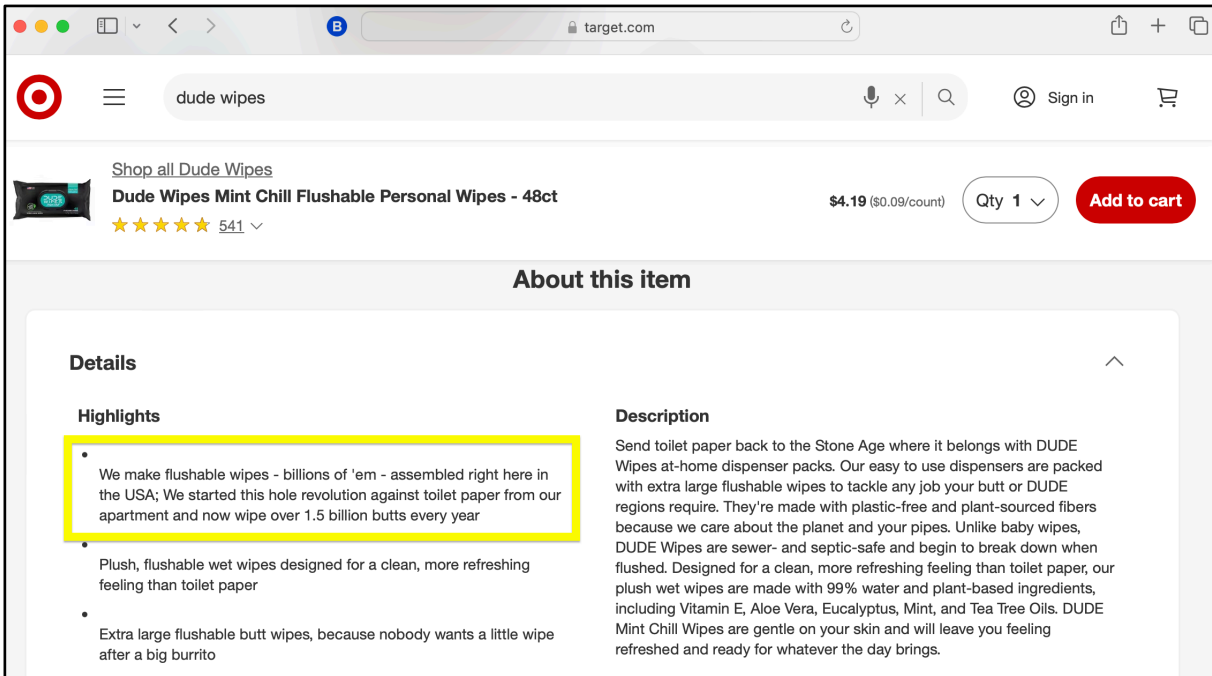
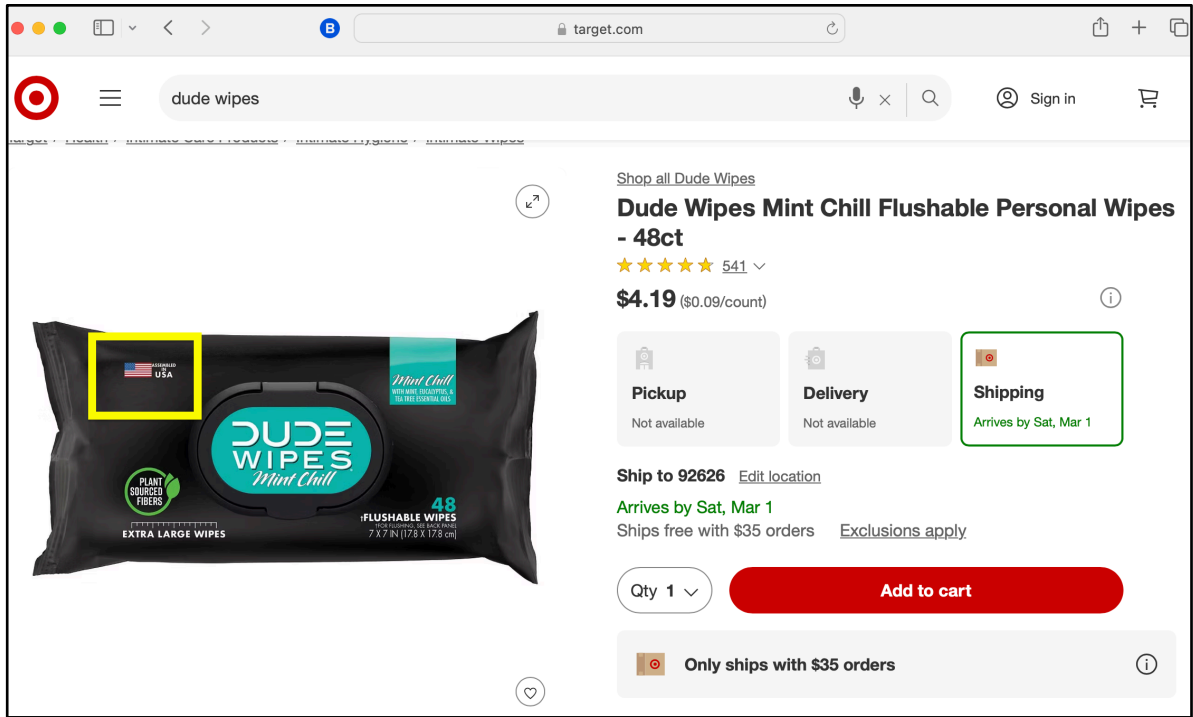
2 55. Below are non-exhaustive examples of the aforementioned representations
3 that appear on third-party retailers' websites as of the filing of this Complaint⁸:



23 ⁸ See [https://www.walmart.com/ip/DUDE-Wipes-Unscented-XL-Flushable-Wipes-4-Flip-Top-](https://www.walmart.com/ip/DUDE-Wipes-Unscented-XL-Flushable-Wipes-4-Flip-Top-Packs-48-Wipes-per-Pack-192-Total-Wipes/338343631?classType=VARIANT&athbdg=L1102&from=/search)
24 [Packs-48-Wipes-per-Pack-192-Total-](https://www.walmart.com/ip/DUDE-Wipes-Unscented-XL-Flushable-Wipes-4-Flip-Top-Packs-48-Wipes-per-Pack-192-Total-Wipes/338343631?classType=VARIANT&athbdg=L1102&from=/search)
25 [Wipes/338343631?classType=VARIANT&athbdg=L1102&from=/search](https://www.walmart.com/ip/DUDE-Wipes-Unscented-XL-Flushable-Wipes-4-Flip-Top-Packs-48-Wipes-per-Pack-192-Total-Wipes/338343631?classType=VARIANT&athbdg=L1102&from=/search) (last accessed March
5, 2025)

26 [https://www.target.com/p/dude-wipes-mint-chill-flushable-personal-wipes-eucalyptus-scent-](https://www.target.com/p/dude-wipes-mint-chill-flushable-personal-wipes-eucalyptus-scent-48ct/-/A-87907981#lnk=sametab)
27 [48ct/-/A-87907981#lnk=sametab](https://www.target.com/p/dude-wipes-mint-chill-flushable-personal-wipes-eucalyptus-scent-48ct/-/A-87907981#lnk=sametab) (last accessed March 5, 2025)

28 [https://www.costco.com/dude-wipes-fragrance-free--moisturizing-xl-flushable-wipes-480-](https://www.costco.com/dude-wipes-fragrance-free--moisturizing-xl-flushable-wipes-480-wipes.product.4000213921.html)
[wipes.product.4000213921.html](https://www.costco.com/dude-wipes-fragrance-free--moisturizing-xl-flushable-wipes-480-wipes.product.4000213921.html) (last accessed March 5, 2025)



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My Warehouse: Fountain Valley | Delivery Location: 92626 | Closed: Open 10:00 AM Thursday

Home / Health & Personal Care / Personal Care / Cleansing Wipes & Cloths

DUDE WIPES
FRAGRANCE FREE + moisturizing
XL WIPES
PERFECT FOR LARGE HANDS
SAFE FOR SENSITIVE SKIN

8 PACKS 480ct
99% water & plant-based ingredients with vitamin E, B5 and aloe

INGREDIENTS: WATER, GLYCERIN, COCAMIDOPROPYL PG-DIMC SODIUM BENZOATE, TOCOPHERYL ACETATE, ALOE BARBADENSIS, CHAMOMILLA RECUTITA (MATICARIA) FLOWER EXTRACT, CITRIC ACID

WARNING: TO AVOID DANGER OF SUFFOCATION, KEEP AWAY FROM BABIES & CHILDREN.

ASSEMBLED IN USA

Online Only

DUDE WIPES Fragrance-Free + Moisturizing XL Flushable Wipes, 480 Wipes

Item 1770137

★★★★★ 4.5 (738) Write a review

Your Price **\$25.99**

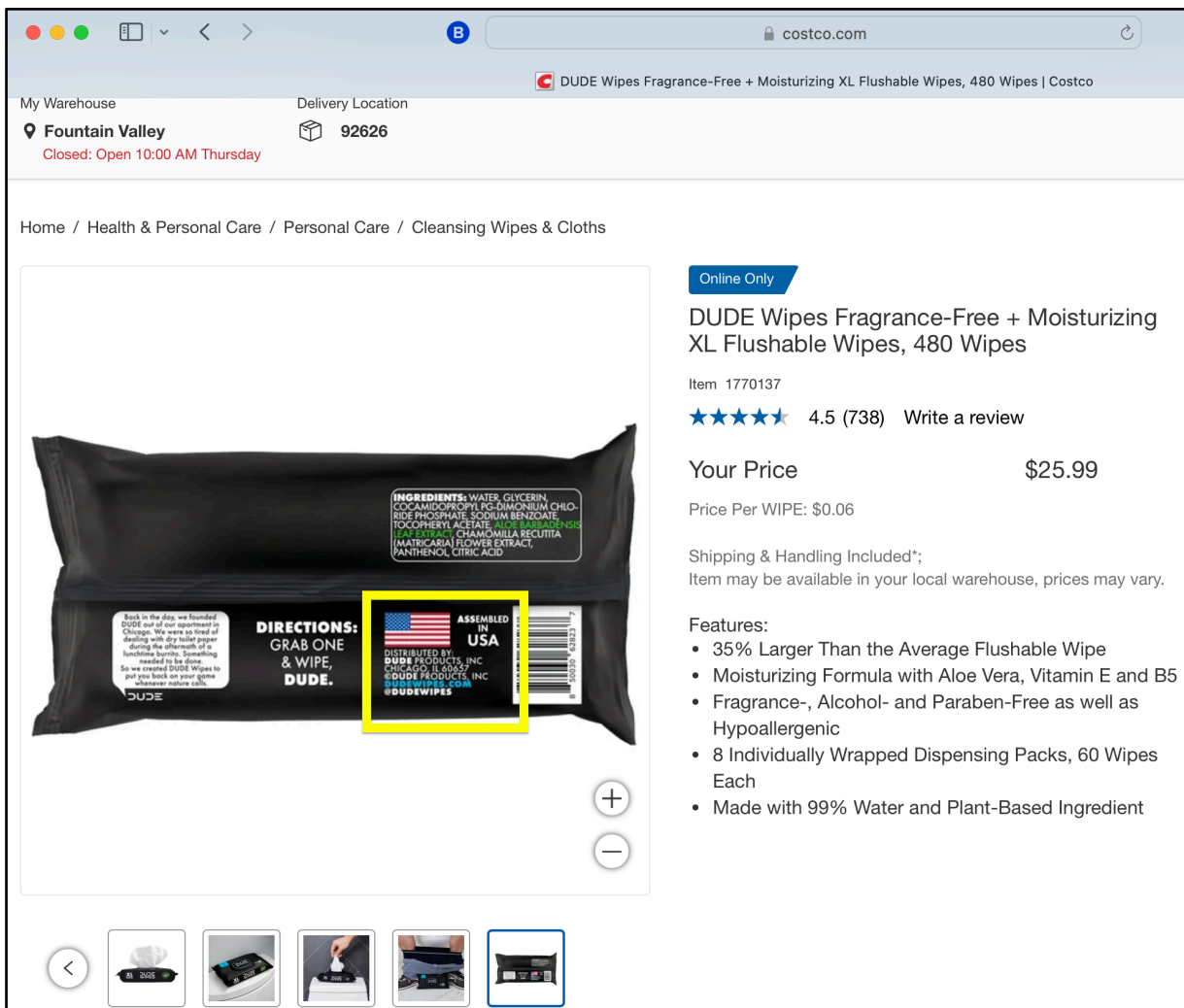
Price Per WIPE: \$0.06

Shipping & Handling Included*; Item may be available in your local warehouse, prices may vary.

Features:

- 35% Larger Than the Average Flushable Wipe
- Moisturizing Formula with Aloe Vera, Vitamin E and B5
- Fragrance-, Alcohol- and Paraben-Free as well as Hypoallergenic
- 8 Individually Wrapped Dispensing Packs, 60 Wipes Each
- Made with 99% Water and Plant-Based Ingredient

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56. As a result of the unqualified U.S. origin claims on the Class Products' packaging, consumers have been misled for years, leading to both initial and repeat purchases of products they believed were made in the United States with ingredients and components sourced from the U.S.

57. Despite the prominent and unqualified claim that the Class Products were of U.S. origin, they are made with foreign ingredients and components, a fact that is not properly disclosed on the label, as required by the MUSA Rule and California law.

58. For example, the products purchased by Plaintiffs are produced using packaging that is not from the United States.

59. Defendant's products, including those purchased by Plaintiffs, are produced



1 using other foreign ingredients and components, including but not limited to, tea
2 tree oil⁹ and shea butter.¹⁰

3 60. By failing to clearly and adequately disclose the use of foreign ingredients
4 and components, Defendant unfairly and deceptively misrepresented the Class
5 Products as being of purely U.S. origin.

6 61. Defendant possesses superior knowledge of the true facts, which were not
7 disclosed, thereby tolling the applicable statute of limitations.

8 62. Most consumers have limited awareness that products—along with their
9 ingredients and components—labeled as being of U.S. origin may, in fact, contain
10 ingredients or components sourced, grown, or manufactured in foreign countries.
11 This is a material factor in many purchasing decisions, as consumers believe they
12 are buying superior goods while supporting American companies and jobs.

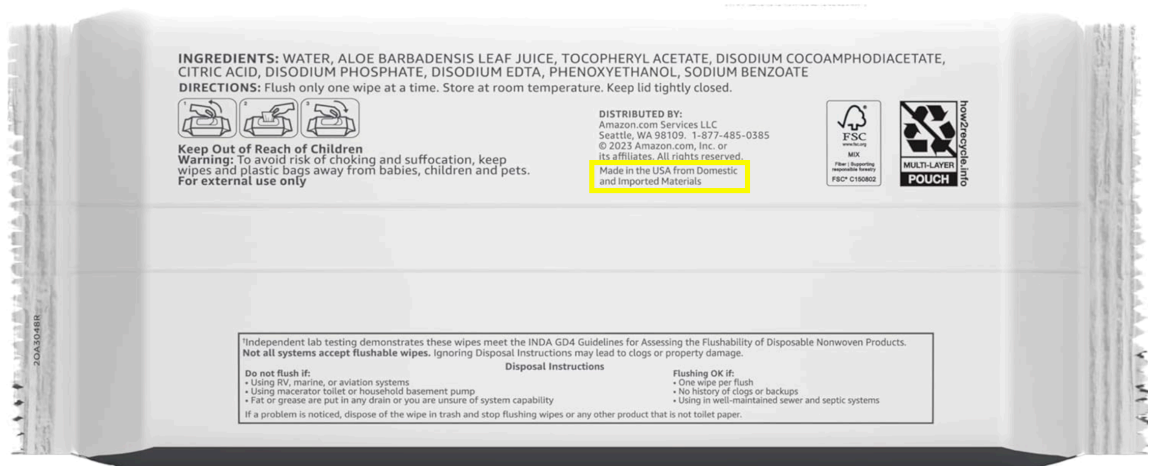
13 63. American consumers generally perceive products, ingredients, and
14 components of U.S. origin as being of higher quality than their foreign counterparts.

15 64. In addition to causing financial harm to consumers, Defendant’s actions also
16 disadvantaged its competitors, who properly qualified their U.S. origin claims
17 whenever such claims were made.

18 65. Below are non-exhaustive examples of products from the Defendant's
19 competitors that clearly and adequately qualify their U.S. origin claims:
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26 ⁹ See https://en.wikipedia.org/wiki/Melaleuca_alternifolia (“Endemic to Australia, it occurs in
27 southeast Queensland and the north coast and adjacent ranges of New South Wales where it grows
along streams and on swampy flats, and is often the dominant species where it occurs.”)

28 ¹⁰ See <https://en.wikipedia.org/wiki/Vitellaria> (The distribution map shows that the shea tree
grows exclusively in Africa.)



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KIRKLAND Signature

- Safe for well-maintained sewers and septics**
- Free of chemical binders and alcohol*
- Formulated with vitamin E and aloe
- Ultra soft and gentle on skin
- Snap-shut Solo' lid
- Easy, pop-up dispensing

Kirkland Signature™ Flushable Wipes are made with EcoFlush® technology from 100% plant-based materials and are free of chemical binders and alcohol*. They are safe for well-maintained sewers and septics**.

*Does not contain ethanol or rubbing alcohol

- STORE AT ROOM TEMPERATURE • KEEP LID TIGHTLY CLOSED
- UPON OPENING, GENTLY PULL TO DISPENSE

INGREDIENTS: PURIFIED WATER, ALOE BARBADENSIS LEAF JUICE, TOCOPHERYL ACETATE, DISODIUM COCOAMPHODIACETATE, CITRIC ACID, DISODIUM PHOSPHATE, DISODIUM EDTA, PHENOXYETHANOL, SODIUM BENZOATE

NEVER FLUSH MORE THAN ONE WIPE AT A TIME. **NOT RECOMMENDED FOR USE IN MOTOR HOMES OR WITH BASEMENT PUMP SYSTEMS.

BABY, FACIAL AND CLEANING WIPES, PAPER TOWELS, AND FEMININE HYGIENE PRODUCTS ARE NOT FLUSHABLE AND SHOULD BE DISPOSED OF PROPERLY.

DIRECTIONS:

KIRKLAND Signature
If you're not completely satisfied with this Kirkland Signature product, your money will be refunded.

Distributed by: Costco Wholesale Corporation
P.O. Box 34535, Seattle, WA 98124-1535 USA
www.costco.com

MADE IN THE USA OF DOMESTIC AND IMPORTED MATERIALS.

For product questions, contact manufacturer, Nice-Pak Products, at 1-800-498-0677.

EcoFlush® and Solo® are registered trademarks of Nice-Pak Products, Inc.

Flatten Before Recycling
PAPER BOX PLASTIC POUCH
18V13004a

ITM. / ART. 1121406
0 96619 24470 6

66. Defendant either charged a premium for the Class Products compared to its competitors or gained a competitive advantage by having the Class Products chosen

1 over others based on false, unqualified U.S. origin claims. Federal rules and
2 California laws are designed to protect consumers from such false representations
3 and predatory conduct.

4 **FACTS SPECIFIC TO PLAINTIFF BENJAMIN KARTER**

5 67. On or about December 16, 2022, Plaintiff Karter searched online while at his
6 home in Irvine, California looking to purchase personal hygiene products that were
7 made in the United States with ingredients sourced from the United States.

8 68. While browsing various products available for purchase online, Plaintiff
9 Karter reviewed information, marketing materials, and images of Defendant’s
10 Fragrance-Free Wet Wipes (48 count). The product’s PDP featured an “Assembled
11 in USA” claim alongside a full-color icon of the United States flag, without any
12 qualification, despite the product being made with foreign ingredients and
13 components. Upon information and belief, the product’s description on Amazon
14 also claimed that it was “Assembled in USA” without any qualification.

15 69. Relying on the unqualified “Assembled in USA” representation on the
16 product, as any reasonable consumer would, and seeking to purchase a product
17 made in the United States with domestic ingredients and components—especially
18 since it is a personal hygiene product—Plaintiff Karter purchased the product for
19 approximately \$3.99 (excluding tax and shipping) from Amazon for his personal
20 use.

21 70. Plaintiff Karter, still believing the product was of U.S. origin and not made
22 with foreign ingredients and components, purchased the product again from
23 Amazon on April 11, 2023, for \$3.99 (excluding tax and shipping). Following his
24 Amazon purchase, Plaintiff Karter bought another of Defendant’s products from
25 Target in Irvine, California, for \$1.99 (excluding tax), still believing the product
26 was of U.S. origin.

27 71. Plaintiff Karter’s reliance on Defendant’s unqualified U.S. origin
28 representation was reasonable, as consumers are accustomed to seeing disclosures





1 like “Assembled in the USA with globally sourced materials” or similar qualified
2 variations on product packaging—if and when such U.S. origin claims are made.
3 When consumers encounter an unqualified “Assembled in the USA” or similar
4 claim, they reasonably assume the product contains no foreign-sourced ingredients
5 or components.

6 72. Defendant’s representations regarding the Class Products (including the
7 products purchased by Plaintiff Karter) were unfair, deceptive, and misleading, as
8 the Class Products were actually made with and/or contained ingredients or
9 components sourced, grown, or manufactured outside the United States.

10 73. Accordingly, Defendant is not entitled to lawfully make unqualified
11 representations that the products were of U.S. origin.

12 74. Such unqualified representations that the products purchased by Plaintiff
13 Karter was of U.S. origin, without qualification, were material to Plaintiff Karter’s
14 decision to purchase the product.

15 75. Indeed, in deciding to purchase Defendant’s products, Plaintiff Karter relied
16 on the labeling, marketing, and/or advertising prepared and approved by Defendant
17 and its agents, as disseminated through the Class Products’ packaging containing
18 the misrepresentations alleged herein.

19 76. Had Plaintiff Karter known that the products he purchased, the Class
20 Products, and their ingredients were not actually of U.S. origin, he would not have
21 purchased the products.

22 77. In other words, Plaintiff Karter would not have purchased Defendant’s
23 products but for the unqualified “Assembled in USA” claim on the products he
24 purchased and Class Products.

25 78. As a result, Plaintiff Karter was harmed because Defendant took Plaintiff
26 Karter’s money due to its false, unqualified, unfair, and deceptive U.S. origin
27 representations on the products he purchased and the Class Products.

28 79. Each time Plaintiff Karter and putative Class members purchased a Class

1 Product, they relied on Defendant’s unqualified U.S. origin representations in their
2 purchasing decisions, as is typical of most U.S. consumers.

3 80. Consequently, Plaintiff Karter and other similarly situated consumers were
4 deceived by Defendant’s actions.

5 81. Plaintiff Karter believed, at the time of purchase, that the products he
6 purchased were of superior quality and that he was supporting U.S. jobs, the U.S.
7 economy, the environment, and ethical working conditions by purchasing a product
8 made with U.S.-sourced ingredients and components, rather than ingredients
9 sourced, grown, or made outside the United States.

10 82. Ingredients and components grown or manufactured in the USA are subject
11 to strict regulatory requirements, including, but not limited to, agricultural,
12 environmental, labor, safety, ethical, and quality standards.

13 83. Foreign sourced, grown, or manufactured ingredients and components are not
14 subject to the same U.S. standards and may pose greater risks to consumers, the
15 environment, and the U.S. economy. This concern is especially significant for
16 products intended for personal use, such as personal hygiene products.

17 84. Additionally, foreign-sourced, grown, or manufactured ingredients and
18 components are generally of lower quality and less reliable than their U.S. origin
19 counterparts.

20 85. False, unqualified, unfair and deceptive representations that products are of
21 U.S. origin reduce overall customer satisfaction compared to if such products were
22 genuinely made in the U.S. using ingredients and components sourced, grown, or
23 made domestically.

24 86. As the Class Products, including the products purchased by Plaintiff Karter,
25 contain foreign ingredients, they are not worth the purchase price paid by Plaintiff
26 Karter and putative Class members.

27 87. Plaintiff Karter and Class members were harmed as a result of Defendant’s
28 false, unqualified, unfair and deceptive U.S. origin representations alleged herein.



1 88. This false, unfair, and deceptive advertising of the Class Products by
2 Defendant poses an ongoing threat to consumers, as Defendant’s conduct continues
3 to this day—particularly through its third-party retailers, who presumably have not
4 been notified to remove the Defendant’s unqualified, unfair, and deceptive U.S.
5 origin representations.

6 **FACTS SPECIFIC TO PLAINTIFF DIEGO ORNELAS**

7 100. On or about May 23, 2024, Plaintiff Ornelas searched online while at his home
8 in Bonita, California looking to purchase wet wipe products. Plaintiff Ornelas
9 discovered Defendant’s Mint Chill Wet Wipes on Target.com, where he viewed
10 images of the product’s packaging.

11 101. On the back of the packaging, Plaintiff Ornelas saw and read the “Assembled
12 in USA” claim displayed next to a full-color image of the American flag, without
13 any qualification or disclosure of the product’s foreign ingredients or components.

14 102. Relying on the unqualified U.S. origin claim, as any reasonable consumer
15 would, and intending to purchase a product that was made in the United States with
16 domestic ingredients and components, Plaintiff Ornelas purchased a three pack, 48
17 count of the product for \$9.99 (excluding shipping and tax) from Target.com for his
18 personal use.

19 103. Despite Defendant’s representations that the products purchased by Plaintiff
20 Ornelas of U.S. origin without clear and adequate qualification of foreign ingredients
21 and components, the products are made with foreign ingredients and components.

22 104. Plaintiff Ornelas’s reliance on Defendant’s unqualified U.S. origin
23 representation was reasonable, as consumers are accustomed to seeing disclosures
24 like "Assembled in the USA with globally sourced materials" or similar qualified
25 variations on product packaging-if and when such U.S. origin claims are made.
26 When consumers encounter an unqualified "Assembled in the USA" or similar
27 claim, they reasonably assume the product contains no foreign-sourced ingredients
28 or components.





1 105. Defendant's unqualified U.S. origin representations regarding the products
2 purchased by Plaintiff Ornelas were false, unfair, deceptive, and misleading, as the
3 products—and all other Class Products—are, in fact, made with foreign-sourced
4 ingredients and components.

5 106. Plaintiff Ornelas would not have purchased the products had he known that
6 the products were made with foreign-sourced ingredients or components.

7 107. As a result, Plaintiff Ornelas was harmed because Defendant misrepresented
8 the products he purchased as being of U.S. origin, without qualification, leading
9 Plaintiff Ornelas to purchase the products under false pretenses.

10 108. Each time Plaintiff Ornelas and other similarly situated consumers purchased
11 products like the Class Products, they relied on Defendant's unqualified claims
12 regarding the product's U.S. origin, which misled them into believing they were
13 purchasing a product that met these criteria.

14 109. Consequently, Plaintiff Ornelas and other similarly situated consumers were
15 deceived by Defendant's actions and suffered harm as a result.

16 110. Upon information and belief, the Class Products— including the ingredients
17 and components used to produce these products—do not meet the sourcing standards
18 that consumers would expect from products claiming to be of U.S. origin, without
19 qualification.

20 111. The false, unqualified U.S. origin claims diminished the overall value of
21 Defendant's products for Plaintiff Ornelas and other similarly situated consumers,
22 who believed they were purchasing a higher-quality product based on these
23 misrepresentations.

24 112. Plaintiff Ornelas would not have purchased Defendant's products at the price
25 paid, or at all, had he known that the products did not meet the expectations set by
26 Defendant's false, unfair and deceptive marketing claims.

27 113. This false, unfair, and deceptive advertising of the Class Products by
28 Defendant poses an ongoing threat to consumers, as Defendant's conduct continues

1 to this day-particularly through its third-party retailers, who presumably have not
2 been notified to remove the Defendant's unqualified, unfair, and deceptive U.S.
3 origin representations.

4 **CLASS ALLEGATIONS**

5 89. Plaintiffs bring this action on behalf of Plaintiffs and all others similarly
6 situated.

7 90. Plaintiffs are members of and seek to represent a Class, pursuant to Federal
8 Rules of Civil Procedure, Rule 23(a), 23(b)(2) and 23(b)(3), defined as:

9 All persons in California who purchased one or more of
10 the Class Products, within four years prior to the filing of
11 this Complaint, that were marketed or represented as being
12 of U.S. origin, without qualification, or any derivative
13 thereof on the product or in its marketing materials, but
14 which contained ingredients or components not grown,
sourced or manufactured in the USA.

15 91. Excluded from the Class are Defendant’s officers, directors, and employees;
16 any entity in which Defendant have a controlling interest; and the affiliates, legal
17 representatives, attorneys, successors, heirs, and assigns of Defendant. Further
18 excluded from the Class are members of the judiciary to whom this case is assigned,
19 their families, and members of their staff.

20 92. Plaintiffs reserve the right to modify the proposed Class definition, including
21 but not limited to expanding the Class to protect additional individuals and to assert
22 additional sub-classes as warranted by additional investigation.

23 93. Numerosity: The members of the Class are so numerous that joinder of all of
24 them is impracticable. While the exact number of members of the Class is unknown
25 to Plaintiffs at this time, based on information and belief, the Class consists of
26 thousands of individuals within California.





1 94. Commonality: There are questions of law and fact common to the Class,
2 which predominate over any questions affecting only individual members of the
3 Class. These common questions of law and fact include, without limitation:

- 4 • Whether the Class Products are or have been represented as being of
5 U.S. origin without clear and adequate qualification;
- 6 • Whether Defendant negligently or intentionally misrepresented or
7 omitted the fact that the Class Products, including the Product
8 purchased by the Plaintiffs and other Class members, were sold illegally
9 in California;
- 10 • Whether Defendant’s conduct was “unfair” as that term is defined in
11 the UCL;
- 12 • Whether Defendant was unjustly enriched by its unlawful, unfair and
13 deceptive business practices;
- 14 • Whether Plaintiffs and members of the Class suffered monetary
15 damages as a result of Defendant’s conduct; and
- 16 • Whether Plaintiffs and members of the Class are entitled to injunctive
17 relief, including public injunctive relief.

18 95. Typicality: Plaintiffs’ claims are typical of those of the Class. Both Plaintiffs
19 and all members of the Class have been harmed by Defendant’s wrongful practices.
20 Plaintiffs’ claims arise from the same course of conduct that gave rise to the claims
21 of the Class and are based on the same legal theories. Specifically, Plaintiffs
22 purchased one or more Class Products that were represented and/or advertised as
23 being of U.S. origin, without clear and adequate qualification.

24 96. Adequacy of Representation: Plaintiffs will fairly and adequately represent
25 and protect the interests of members of the Class. Plaintiffs’ Counsel are competent
26 and experienced in litigating consumer class actions. Plaintiffs have retained
27 counsel experienced in consumer protection law, including complex class action
28 litigation involving unfair business practices. Plaintiffs have no adverse or

1 antagonistic interests to those of the Class and will fairly and adequately protect the
2 interests of the Class. Plaintiffs’ attorneys are not aware of any interests adverse or
3 antagonistic to those of Plaintiffs and the proposed Class.

4 97. Predominance: Defendant has engaged in a common course of conduct
5 toward Plaintiffs and members of the Class, in that Plaintiffs and members of the
6 Class were induced to purchase the Class Products. The common issues arising from
7 Defendant’s conduct affecting members of the Class set out above predominate over
8 any individual issues. Adjudication of these common issues in a single action has
9 important and desirable advantages of judicial economy.

10 98. Superiority: A class action is superior to other available methods for the fair
11 and efficient adjudication of the controversy. Class treatment of common questions
12 of law and fact is superior to multiple individual actions or piecemeal litigation.
13 Absent a class action, most members of the Class would likely find that the cost of
14 litigating their individual claims is prohibitively high and would therefore have no
15 effective remedy. The prosecution of separate actions by individual members of the
16 Class would create a risk of inconsistent or varying adjudications with respect to
17 individual members of the Class, which would establish incompatible standards of
18 conduct for Defendant. In contrast, the conduct of this action as a class action
19 presents far fewer management difficulties, conserves judicial resources and the
20 parties’ resources, and protects the rights of each Class member.

21 99. Unless the Class is certified, Defendant will retain monies received as a result
22 of Defendant’s unlawful, unfair and deceptive conduct alleged herein. Unless a
23 class-wide injunction is issued, Class Products will also likely continue to be
24 advertised, marketed, promoted and sold in an unlawful, unfair, deceptive and
25 misleading manner, and members of the Class will continue to be deceived, misled,
26 harmed, and denied their rights under California law.

27 100. Defendant has acted on grounds that apply generally to the Class, so that
28 Class certification is appropriate.



CAUSES OF ACTION

FIRST CAUSE OF ACTION

Violations of the Consumer Legal Remedies Act (“CLRA”)

(Cal. Civ. Code § 1750, *et seq.*)

101. Plaintiffs re-allege and incorporate by reference all paragraphs 1 through 100 of this Complaint as though fully set forth herein, and further allege as follows:

102. California Civil Code Section 1750, *et seq.*, entitled the Consumers Legal Remedies Act (“CLRA”), provides a list of “unfair or deceptive” practices in a “transaction” relating to the sale of “goods” or “services” to a “consumer.”

103. The Legislature’s intent in promulgating the CLRA is expressed in Civil Code Section 1760, which provides, *inter alia*, that its terms are to be:

Construed liberally and applied to promote its underlying purposes, which are to protect consumers against unfair and deceptive business practices and to provide efficient and economical procedures to secure such protections.

104. Defendant’s actions, representations, and conduct have violated, and continue to violate the CLRA because they extend to transactions that intended to result, or which have resulted in the sale of personal hygiene products to consumers.

105. Plaintiffs and the Class members are not sophisticated experts with independent knowledge of ingredient sourcing, product labeling and marketing practices.

106. Plaintiffs and the Class members are California consumers who purchased Class Products for personal, family or household purposes.

107. Defendant is a “person” as defined by Cal. Civ. Code § 1761(c).

108. The Class Products that Plaintiffs and other Class members purchased from Defendant constitute “goods” as defined pursuant to Civil Code Section 1761(a).





1 109. Plaintiffs, and the Class members, are each a “consumer” as defined pursuant
2 to Civil Code Section 1761(d).

3 110. Each of Plaintiffs’ and the Class members’ purchases of Defendant’s
4 products constituted a “transaction” as defined pursuant to Civil Code Section
5 1761(e).

6 111. Civil Code Section 1770(a)(2), (4), (5), (7) and (9) of the CLRA provides
7 that:

8 The following unfair methods of competition and unfair or
9 deceptive acts or practices undertaken by any person in a
10 transaction intended to result or which results in the sale
11 or lease of goods or services to any consumer are
12 unlawful:

- 13 (2) Misrepresenting the source, sponsorship, approval, or certification of goods or services;
- 14 (4) Using deceptive representations or designations of geographic origin in connection with goods or services;
- 15 (5) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he or she does not have;
- 16 (7) Representing that goods or services are of a particular standard, quality, or grade...; [and]
- 17 (9) Advertising goods or services with intent not to sell them as advertised.

18
19
20
21 112. Defendant failed to comply with Civil Code Section 1770(a)(2), (4), (5), (7)
22 and (9) by marketing and representing that the Class Products are of U.S. origin,
23 without qualification, when in fact they actually contain foreign sourced, grown or
24 made ingredients and/or components.

25 113. Plaintiffs further allege that the Defendant committed these acts with full
26 awareness of the harm it would cause and engaged in such unfair and deceptive
27 conduct despite this knowledge.
28



1 114. Defendant knew or should have known that its representations about the
2 Class Products, as described herein, violated federal regulations and state laws,
3 including consumer protection laws, and that these statements would be relied upon
4 by the Plaintiffs and Class members.

5 115. As a direct and proximate result of Defendant’s violations of Cal. Civ. Code
6 §§ 1750, *et seq.*, Plaintiffs and each Class member have suffered harm by paying
7 for the Class Products, which they would not have purchased had they known the
8 products were unlawfully, unfairly, and deceptively labeled, contained foreign
9 ingredients.

10 116. Plaintiffs and the putative Class suffered monetary harm as a result of
11 Defendant’s conduct because: (a) they would not have purchased the Class Products
12 on the same terms had it not been for Defendant’s unlawful, unfair, and deceptive
13 actions as set forth herein; and/or (b) they paid a price premium for the Class
14 Products or chose them over competing products due to Defendant’s
15 misrepresentations and deceptive packaging, which falsely claimed the products
16 were of U.S. origin without qualification, despite the inclusion of foreign
17 ingredients and components.

18 117. Plaintiffs were therefore harmed because their money was taken by
19 Defendant as a result of Defendant’s false and unqualified U.S. origin
20 representation on the labels of the Class Products.

21 118. Plaintiffs and Class members reasonably relied upon Defendant’s
22 representations regarding the Class Products, and Plaintiffs and the Class
23 reasonably expected that the Class Products would not be unlawfully labeled in a
24 unfair, deceptive and misleading manner.

25 119. Thus, Plaintiffs and the Class reasonably relied to their detriment on
26 Defendant’s unfair, deceptive and misleading representations.

27 120. Pursuant to California Civil Code § 1782(a), on or about September 19, 2024,
28 Plaintiffs sent Defendant a notice and demand for corrective action (the “CLRA



1 Demand”) via certified mail, informing Defendant of its violations of the CLRA
2 and demanding that they cease and desist from such violations, as well as make full
3 restitution by refunding all monies received in connection therewith.

4 121. As the alleged violations were not cured by Defendant within 30 days of the
5 CLRA Demand and remain unaddressed on third-party retailers websites, Plaintiffs,
6 on behalf of themselves and the Class, seek damages and attorneys' fees pursuant
7 to California Civil Code § 1782(d).

8 122. As a direct and proximate result of Defendant’s violations of the CLRA,
9 Plaintiffs and members of the Class are entitled to a declaration that Defendant
10 violated the Consumer Legal Remedies Act.

11 123. Under Cal. Civ. Code § 1780(a) and (b), Plaintiffs and the putative Class are
12 entitled to, and hereby seek, injunctive relief to prohibit such conduct in the future,
13 as well as damages.

14 124. Attached hereto as Exhibit A are sworn declarations from Plaintiffs pursuant
15 to Cal. Civ. Code § 1780(d).

16 **SECOND CAUSE OF ACTION**

17 **Violations of California’s Unfair Competition Law (“UCL”)**

18 **(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**

19 125. Plaintiffs re-allege and incorporate by reference all preceding paragraphs of
20 this Complaint as though fully set forth herein, and further allege as follows:

21 126. Plaintiffs bring this claim individually and on behalf of the Class for
22 Defendant’s violations of California’s Unfair Competition Law, Cal. Bus. & Prof.
23 Code §§ 17200, *et seq.*

24 127. Plaintiffs and Defendant are each “person[s]” as defined by California
25 Business & Professions Code § 17201.

26 128. California Business & Professions Code § 17204 authorizes a private right of
27 action on both an individual and representative basis.
28



1 129. “Unfair competition” is defined by Business and Professions Code Section §
2 17200 as encompassing several types of business “wrongs,” four of which are at
3 issue here: (1) an “unlawful” business act or practice, (2) an “unfair” business act
4 or practice, (3) a “fraudulent” business act or practice, and (4) “unfair, deceptive,
5 untrue or misleading advertising.”

6 130. The definitions in § 17200 are drafted in the disjunctive, meaning that each
7 of these “wrongs” operates independently from the others.

8 131. Through the conduct alleged in detail above and herein, Defendant engaged
9 in unlawful, unfair, deceptive and/or fraudulent business practices in violation of
10 Bus. & Prof. Code § 17200, *et seq.*

11 **A. “Unlawful” Prong**

12 132. Defendant has committed acts of unfair competition, including those
13 described above, by engaging in a pattern of “unlawful” business practices, within
14 the meaning of Bus. & Prof. Code § 17200 *et seq.*

15 133. Defendant is alleged to have violated California law by falsely advertising,
16 marketing, promoting, and selling the Class Products as being of U.S. origin without
17 qualification of foreign ingredients and components.

18 134. Specifically, by manufacturing, distributing, and/or marketing the Class
19 Products with false, unfair and deceptive claims, Defendant violates California’s
20 CLRA, Civil Code § 1750, *et seq.*; California’s Made in the USA Statute, Bus. &
21 Prof. Code §§ 17533.7; and the federal Made in USA Labeling Rule, 16 C.F.R. Part
22 323.

23 135. Defendant falsely, unfairly and deceptively represents that the Class Products
24 are of U.S. origin without clear and adequate qualification, despite containing
25 ingredients and/or components that are sourced, grown, or manufactured in foreign
26 countries.

27 136. Aside from the unlawful conduct described herein, Defendant has other
28 reasonably available alternatives to advance its business interests, such as

1 accurately, truthfully, and lawfully marketing, labeling, and selling the Class
2 Products.

3 137. Instead, Defendant deliberately and deceptively misled consumers through
4 unlawful and unfair practices for its own economic gain.

5 138. Plaintiffs and Class members reserve the right to allege additional violations
6 of law that constitute unlawful business practices or acts, as such conduct is ongoing
7 and continues to this day.

8 **B. “Unfair” Prong**

9 139. Defendant has engaged in acts of unfair competition prohibited by Bus. &
10 Prof. Code § 17200, *et seq.*

11 140. Defendant engaged in a pattern of "unfair" business practices that violate both
12 the letter and the intent of the statutes. Defendant's conduct threatens an incipient
13 violation of the law or violates the policy and spirit of the law by manufacturing,
14 distributing, and/or marketing its products with false, unfair and deceptive claims.

15 141. Additionally, Defendant engaged in a pattern of “unfair” business practices
16 that violate the wording and intent of the aforementioned statutes. These practices,
17 which are immoral, unethical, and unscrupulous, have caused harm to consumers
18 and run counter to public policy. The utility of such conduct, if any, is far
19 outweighed by the damage it causes, particularly through the manufacturing,
20 distribution, and/or marketing of the Class Products with unqualified, unfair, and
21 deceptive U.S. origin claims.

22 142. Defendant’s conduct includes, but is not limited to, manufacturing,
23 distributing, marketing, and/or advertising the Class Products with unqualified,
24 unfair, and deceptive U.S. origin claims. As a result: (1) the injury to consumers
25 was substantial; (2) the injury was not outweighed by any countervailing benefits
26 to consumers or competition; and (3) the injury was one that consumers could not
27 have reasonably avoided.
28



1 143. Without limitation, Defendant’s knowing mislabeling and false and unlawful
2 marketing of the Class Products constitute unfair and deceptive business practices,
3 misleading consumers into believing they are purchasing products that are “of U.S.
4 origin without foreign ingredients and components.

5 144. Plaintiffs could not have reasonably avoided the resulting injury.

6 145. Plaintiffs reserve the right to allege additional conduct that constitutes further
7 unfair business acts or practices.

8 **C. “Fraudulent” Prong**

9 146. Defendant violated the “fraudulent” prong of the UCL by misleading
10 Plaintiffs and the Class to believe that the Class Products and/or all its ingredients
11 and components were from in the United States.

12 147. Particularly, the Class Products are falsely represented as “Assembled in
13 USA” without clear and adequate qualification, despite the fact that they contain
14 foreign sourced, grown or manufactured ingredients and/or components.

15 148. Relying on Defendant’s misrepresentations, Plaintiffs purchased the Class
16 Products.

17 149. Like Plaintiffs, Class members purchased the Class Products in reliance on
18 Defendant’s misrepresentations.

19 150. Plaintiffs and the Class are not sophisticated experts in ingredient sourcing,
20 product labeling, marketing practices, or the regulations governing the Class
21 Products.

22 151. Plaintiffs and members of the putative Class acted reasonably in purchasing
23 the Class Products based on their belief that Defendant’s representations were
24 accurate, truthful and lawful.

25 152. Plaintiffs reserve the right to allege additional conduct that constitutes further
26 fraudulent business acts or practices.

27 **D. “Unfair, Deceptive, Untrue or Misleading Advertising” Prong**





1 153. Defendant’s advertising is unfair, deceptive, untrue and misleading, as it
2 leads consumers to believe that the Class Products are of U.S. origin without clear
3 and adequate qualification, despite containing foreign-sourced, grown, or
4 manufactured ingredients and components.

5 154. Plaintiffs, as reasonable consumers, and the public were likely to be, and in
6 fact were, deceived and misled by Defendant’s labeling and marketing. They
7 reasonably interpreted Defendant’s representations according to their ordinary
8 meaning—that the Class Products were of U.S. origin without foreign ingredients
9 or components.

10 155. Plaintiffs and the Class are not sophisticated experts in ingredient sourcing,
11 product labeling, marketing practices, or the regulations governing the Class
12 Products. They acted reasonably in purchasing the Class Products based on their
13 belief that Defendant’s representations were accurate, truthful and lawful.

14 156. Plaintiffs and the Class lost money or property as a result of Defendant’s
15 UCL violations because, at a minimum: (a) they would not have purchased the Class
16 Products on the same terms had they known the true facts about Defendant’s
17 representations; (b) they paid a price premium for the Class Products due to
18 Defendant’s alleged misrepresentations; and/or (c) the Class Products were not of
19 U.S. origin with U.S.-sourced ingredients and components as represented.

20 157. Defendant’s alleged unlawful, unfair, and deceptive business practices, along
21 with their unfair, deceptive, untrue, or misleading advertising, present a continuing
22 threat to the public as Defendant continues to engage in unlawful conduct that harms
23 consumers.

24 158. Such acts and omissions by Defendant are unlawful, unfair, and/or deceptive,
25 constituting violations of Business & Professions Code §§ 17200, *et seq.* Plaintiffs
26 reserves the right to identify additional violations by Defendant as may be
27 uncovered through discovery.



1 159. As a direct and proximate result of the acts and representations described
2 above, Defendant has received and continues to receive unearned commercial
3 benefits at the expense of its competitors and the public.

4 160. As a direct and proximate result of Defendant’s unlawful, unfair, and
5 fraudulent conduct described herein, Defendant has been, and will continue to be,
6 enriched by ill-gotten gains from customers, including Plaintiffs, who unwittingly
7 provided money based on Defendant’s misrepresentations.

8 161. Plaintiffs were harmed because Defendant took Plaintiffs’ money through
9 unqualified, false, unfair, and deceptive representations made regarding the Class
10 Products.

11 162. The conduct, and inaction, of Defendant, as described above, demonstrates
12 the need for injunctive relief to restrain such acts of unfair competition pursuant to
13 California Business and Professions Code. Unless enjoined by the court, Defendant
14 and its resellers will retain the ability to, and may, continue engaging in unfair and
15 deceptive competition and misleading marketing. As a result, Plaintiffs and the
16 Class are entitled to both injunctive and monetary relief.

17 163. Plaintiffs would like to purchase the Class Products again but cannot be
18 certain they will not be misled in the future unless and until Defendant and its
19 resellers make the appropriate changes to the marketing and selling of the Class
20 Products, as requested herein.

21 164. Pursuant to Bus. and Prof. Code § 17203, Plaintiffs and the proposed Class
22 are entitled to, and hereby seek, injunctive relief to prevent Defendant and its
23 resellers from continuing the conduct in question. Additionally, Plaintiffs seek
24 public injunctive relief to prevent Defendant and its resellers from marketing and
25 selling products as being of U.S. origin without clear and proper qualification.

26 165. In prosecuting this action to enforce important rights affecting the public
27 interest, Plaintiffs seek the recovery of attorneys’ fees and costs pursuant to, *inter*
28 *alia*, Cal. Civ. Proc. Code § 1021.5.

THIRD CAUSE OF ACTION

Violations of California’s False Advertising Law (“FAL”)

(Cal. Bus. & Prof. Code §§ 17500, *et seq.*)

166. Plaintiffs re-allege and incorporate by reference all preceding paragraphs of this Complaint as though fully set forth herein and further allege as follows:

167. California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500, states that “[i]t is unlawful for any ... corporation ... with intent ... to dispose of ... personal property ... to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated ... from this state before the public in any state, in any newspaper or other publication, or any advertising device, or by public outcry or proclamation, or in any other manner or means whatever, including over the Internet, any statement...which is untrue or misleading and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading....”

168. Defendant’s material misrepresentations and omissions, as alleged herein, violate Bus. & Prof. Code § 17500, *et seq.* Defendant knew or should have known that these misrepresentations and omissions were false, unfair, deceptive, and misleading. This includes the unqualified representation that the Class Products were of U.S. origin despite containing foreign-grown, sourced, or manufactured ingredients and components.

169. Plaintiffs and the Class suffered tangible, concrete injuries as a result of Defendant’s actions, as set forth herein, because they purchased the Class Products in reliance on Defendant’s misrepresentations.

170. As a result, pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiffs and members of the Class are entitled to injunctive relief, equitable relief, and restitution.

171. Further, Plaintiffs and the members of the Class seek an order requiring Defendant to disclose the misrepresentations and request an order awarding



1 Plaintiffs restitution for the money wrongfully acquired by Defendant through those
2 misrepresentations.

3 172. Additionally, Plaintiffs and the members of the Class seek an order requiring
4 Defendant to pay attorneys' fees pursuant to, *inter alia*, Cal. Civ. Proc. Code §
5 1021.5.

6 **FOURTH CAUSE OF ACTION**

7 **Breach of Express Warranty**

8 173. Plaintiffs re-allege and incorporate by reference all preceding paragraphs of
9 this Complaint as though fully set forth herein and further allege as follows:

10 174. Defendant represented to Plaintiffs and similarly situated consumers, through
11 product packaging and marketing materials, that the Class Products were of U.S.
12 origin without any qualification.

13 175. Defendant's representations regarding the unqualified U.S. origin of the
14 Class Products constitute affirmations of fact.

15 176. Defendant's explicit, unqualified claims that the Class Products are of U.S.
16 origin pertain directly to the nature and composition of the products, forming a
17 fundamental part of the bargain between Defendant and purchasers.

18 177. Defendant's statements—featured prominently on the Class Products' PDP
19 and marketing materials—constitute an express warranty regarding the products'
20 U.S. origin, including their ingredients.

21 178. Relying on these express warranties, Plaintiffs and Class members purchased
22 the Class Products, believing these warranties.

23 179. Defendant breached its express warranties because the Class Products
24 contained foreign-sourced ingredients and components, which were not disclosed
25 with any qualification, contradicting Defendant's representations of an unqualified
26 U.S. origin.

27 180. As a result of Defendant's breach, Plaintiffs and Class members suffered
28 harm and are entitled to recover either the full purchase price of the Class Products



1 or the difference between their actual value and the value they would have held if
2 Defendant’s representations regarding the Class Products had been accurate,
3 truthful, and lawful.

4 181. Plaintiffs and Class members did not receive the benefit of their bargain and
5 sustained additional injuries, as alleged herein.

6 182. Had Plaintiffs and Class members known the true nature of the Class
7 Products, they either would not have purchased the products or would not have paid
8 the price Defendant charged.

9 183. Defendant’s misrepresentations were a substantial factor in causing Plaintiffs
10 and the Class economic harm.

11 **FIFTH CAUSE OF ACTION**

12 **Unjust Enrichment**

13 184. Plaintiffs plead this unjust enrichment cause of action in the alternative to
14 contract-based claims.

15 185. Plaintiffs re-allege and incorporate by reference all preceding paragraphs of
16 this Complaint as though fully set forth herein, and further allege as follows:

17 186. Under California law, the elements of unjust enrichment are the receipt of a
18 benefit and the unjust retention of that benefit at the expense of another.

19 187. Plaintiffs and members of the Class conferred non-gratuitous benefits upon
20 Defendant by purchasing the Class Products, which Defendant misrepresented as to
21 their origin, including their ingredients and components.

22 188. Plaintiffs and members of the Class allege that Defendant owes them money
23 for the unjust conduct described herein that resulted in the wrongful acquisition of
24 funds.

25 189. An undue advantage was taken of Plaintiffs’ and the Class’s lack of
26 knowledge of the deception, resulting in money being extracted to which Defendant
27 had no legal right.





1 190. Defendant is therefore indebted to Plaintiffs and members of the Class in a
2 specific sum—the amount of money each paid for the Class Products, which
3 Defendant should not retain in equity and good conscience.

4 191. Defendant is therefore liable to Plaintiffs and members of the Class for the
5 amount of unjust enrichment.

6 192. Defendant’s retention of any benefit, whether directly or indirectly collected
7 from Plaintiffs and members of the Class, violates principles of justice, equity, and
8 good conscience.

9 193. As a result, Defendant has been and continues to be unjustly enriched.

10 194. Plaintiffs and the Class are entitled to recover from Defendant all amounts
11 that Defendant has wrongfully and improperly obtained, and Defendant should be
12 required to disgorge to Plaintiffs and members of the Class the benefits is has
13 unjustly received.

14 195. Defendant accepted and retained such benefits with knowledge that
15 Plaintiffs’ and members of the Class’s rights were being violated for financial gain.
16 Defendant has been unjustly enriched by retaining the revenues and profits obtained
17 from Plaintiffs and members of the Class, and such retention under these
18 circumstances is both unjust and inequitable.

19 196. As a direct and proximate result of Defendant’s unlawful practices and the
20 retention of monies paid by Plaintiffs and members of the Class, Plaintiffs and the
21 Class have suffered concrete harm and injury.

22 197. Defendant’s retention of the non-gratuitous benefits conferred upon it by
23 Plaintiffs and members of the Class would be unjust and inequitable.

24 198. Plaintiffs and members of the Class are entitled to seek disgorgement and
25 restitution of wrongful profits, revenue, and benefits conferred upon Defendant, in
26 a manner to be determined by this Court.

27 **SIXTH CAUSE OF ACTION**

28 **Negligent Misrepresentation**



1 199. Plaintiffs re-allege and incorporate by reference all preceding paragraphs of
2 this Complaint as though fully set forth herein, and further allege as follows:

3 200. Defendant represented to the public, including Plaintiffs and the Class,
4 through its marketing, advertising, labeling, and other means, that the Class
5 Products are of U.S. origin without any qualification. These representations are
6 misleading, as Class Products are made with ingredients and components that are
7 sourced from outside the United States.

8 201. Plaintiffs allege that Defendant made these negligent, false and deceptive
9 representations with the intent to induce the public, including Plaintiffs and the
10 putative Class members, to purchase the Class Products.

11 202. Plaintiffs and other similarly situated individuals saw, believed, and relied
12 upon Defendant's negligent, false, unfair, and deceptive misrepresentations, and
13 purchased the Class Products as a result of this reliance.

14 203. At all relevant times, Defendant made the negligent, false, unfair, and
15 deceptive misrepresentations alleged herein, knowing or reasonably having known
16 that such representations were unfair, deceptive, inaccurate, and misleading.

17 204. As a direct and proximate result of Defendant's negligent, false, unfair, and
18 deceptive misrepresentations, Plaintiffs and similarly situated consumers were
19 induced to purchase the Class Products, purchase more of them, pay a higher price,
20 or choose them over competitors' products.

21 205. Defendant's unlawful, unfair, and deceptive acts caused damages in an
22 amount to be determined at trial for the Class Period.

23 **SEVENTH CAUSE OF ACTION**

24 **Intentional Misrepresentation**

25 206. Plaintiffs re-allege and incorporate by reference all preceding paragraphs of
26 this Complaint as though fully set forth herein, and further allege as follows:

27 207. Defendant knowingly represented to Plaintiffs and similarly situated
28 individuals, through product labeling and marketing practices, that the Class



1 Products were of U.S. origin without any qualification regarding foreign
2 ingredients.

3 208. Defendant acted intentionally by willfully and purposefully disseminating
4 misrepresentations about the Class Products through labeling, online and offline
5 marketing, advertising, and social media.

6 209. However, as described above, Defendant’s representations regarding the
7 Class Products are false, unlawful, unfair, deceptive and/or misleading.

8 210. Defendant knew that its representations regarding the Class Products were
9 false, unlawful, unfair, deceptive, and/or misleading, yet continued to make such
10 representations over a period of years.

11 211. Defendant further knew that retailers were marketing the Class Products in
12 false or misleading ways, as Defendant designed, manufactured, and affixed the
13 product labeling to the Class Products before supplying them to the retailers.

14 212. Plaintiffs and the putative Class members saw, believed, and relied on
15 Defendant’s misrepresentations when deciding to purchase the Class Products.

16 213. As a direct and proximate result of Defendant’s intentional
17 misrepresentations, Plaintiffs and the putative Class members suffered damages in
18 an amount to be determined at trial.

19 214. By engaging in the acts described above, Plaintiffs and the putative Class are
20 entitled to recover exemplary or punitive damages.

21
22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiffs prays for relief and judgment against Defendant as
24 follows, seeking equitable relief in the alternative to legal relief:

- 25 • Certification of this action as a class action;
- 26 • Appointment of Plaintiffs as Class Representative;
- 27 • Appointment of Plaintiffs’ attorneys as Class Counsel;



- 1 • That Defendant’s wrongful conduct alleged herein be adjudged and decreed
- 2 to violate the consumer protection statutes asserted herein;
- 3 • An Order declaring that Defendant’s conduct violated the CLRA, California
- 4 Civil Code §§ 1750, *et seq.*, and awarding injunctive relief pursuant to Cal.
- 5 Civ. Code § 1780(a) and (b);
- 6 • An Order declaring that Defendant’s conduct violated California’s Unfair
- 7 Competition Law, California Business & Professions Code §§ 17200, *et seq.*;
- 8 and awarding injunctive relief pursuant to Bus. & Prof. Code § 17203;
- 9 • An Order requiring Defendant to disgorge all monies, revenues, and profits
- 10 obtained by means of any wrongful act or practice;
- 11 • An Order requiring the imposition of a constructive trust and/or disgorgement
- 12 of Defendant’s ill-gotten gains, compelling Defendant to pay restitution to
- 13 Plaintiffs and all members of the Class, and to restore to Plaintiffs and Class
- 14 members all funds acquired through any act or practice declared by this Court
- 15 to be unlawful, fraudulent, unfair, or deceptive; in violation of laws, statutes,
- 16 or regulations; or constituting unfair competition, along with pre- and post-
- 17 judgment interest thereon;
- 18 • For pre and post-judgment interest on all amounts awarded;
- 19 • For an order of restitution and all other forms of equitable monetary relief, as
- 20 pleaded, including awarding such relief pursuant to Bus. & Prof. Code §
- 21 17535; and/or Bus. & Prof. Code § 17203;
- 22 • Actual damages under California Civil Code § 1780(a);
- 23 • For public injunctive relief as pleaded or as the Court may deem proper;
- 24 • That Defendant be enjoined from continuing the wrongful conduct alleged
- 25 herein and required to comply with all applicable laws;
- 26 • Punitive damages including under California Civil Code § 1780(a) and/or Cal.
- 27 Civ. Code § 3294;
- 28 • General and compensatory damages in an amount to be determined at trial;

- That Plaintiffs and each of the other members of the Class recover their costs of suit, including reasonable attorneys’ fees and expenses pursuant to, *inter alia*, California Code of Civil Procedure § 1021.5 and California Civil Code § 1780; and
- That Plaintiffs and the members of the Class be granted any other relief the Court may deem just and proper.

DEMAND FOR TRIAL BY JURY

215. Plaintiffs, individually and on behalf of all others similarly situated, hereby demands a jury trial on all claims so triable.

Dated: March 20, 2025

Respectfully submitted,

KAZEROUNI LAW GROUP, APC

By: /s/ Abbas Kazerounian
Abbas Kazerounian, Esq.
ATTORNEYS FOR PLAINTIFFS



CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
BENJAMIN KARTER and DIEGO ORNELAS,
Individually and On Behalf of All Others Similarly Situated
(b) County of Residence of First Listed Plaintiff San Diego County
(c) Attorneys (Firm Name, Address, and Telephone Number)
KAZEROUNI LAW GROUP, APC
Abbas Kazerounian, Esq., Jonathan Gil, Esq.
245 Fischer Avenue, Suite D1, Costa Mesa, California 92626
Telephone: (800) 400-6808

DEFENDANTS
DUDE PRODUCTS, INC.
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)
'25CV663 RSH KSC

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State 1 1
Citizen of Another State 2 2
Citizen or Subject of a Foreign Country 3 3
Incorporated or Principal Place of Business In This State 4 4
Incorporated and Principal Place of Business In Another State 5 5
Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, PERSONAL INJURY, LABOR, IMMIGRATION, FORFEITURE/PENALTY, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Real Estate, Labor, and Tax.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Jurisdiction pursuant to Class Action Fairness Act, 28 U.S.C. § 1332(d).
Brief description of cause: California Consumer Legal Remedies Act Cal. Civ. Code §§ 1750, et seq., California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq., Violations of California's False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, et seq., Breach of Express Warranty, Unjust Enrichment, Negligent Misrepresentation, and Intentional Misrepresentation

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE 03/20/2025 SIGNATURE OF ATTORNEY OF RECORD /s/ Abbas Kazerounian

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE