

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

DARIN STRAUSS, on behalf of himself and
others similarly situated,

Plaintiff,

v.

IGLOO PRODUCTS CORP.,

Defendant.

Case No.:

JURY TRIAL DEMANDED

Darin Strauss (“Plaintiff”), on behalf of himself and all others similarly situated, brings this action against Igloo Products Corp. (“Igloo” or “Defendant”) based on personal knowledge as to himself and on information and belief as to all other matters and alleges as follows:

NATURE OF THE ACTION

1. Igloo is a key player in the booming U.S. drink cooler market. The company’s products can be found in more than 90,000 retail stores globally, with ninety-two percent of Igloo’s net sales occurring in the U.S.¹

2. Plaintiff alleges, on behalf of himself and all others similarly situated (the “Classes,” as defined below), that from May 16, 2019 to the date of judgment (the “Class Period”), Defendant: 1) deceptively and misleadingly marketed, and continues to

¹ <https://www.outsideonline.com/business-journal/brands/camping-and-hiking/dometic-acquires-igloo-for-677-million-as-cooler-category-heats-up/> (last accessed 5/16/25)

deceptively and misleadingly market, its Igloo RECOOL 16qt Cooler (the “RECOOL Product”) as unqualifiedly “Biodegradable” and “Made From Biodegradable Materials,” and 2) Defendant deceptively and misleadingly marketed, and continues to deceptively and misleadingly market, various Igloo cooler products (defined in Paragraph 13) as unqualifiedly “Made in the USA” (the “Made in the USA Products”) (collectively, the “Igloo Products”).

Biodegradable

3. The RECOOL Product is made with paraffin wax, a petroleum-derived product that is not biodegradable and is harmful to the environment. Accordingly, the “biodegradable” claim on the products is false and deceptive.

4. Moreover, the Federal Trade Commission (the “FTC”) prohibits unqualified biodegradable claims on products that are customarily disposed of in the waste stream -- i.e., thrown in the garbage or recycled -- such as Igloo’s “biodegradable” RECOOL 16qt Cooler. Most consumers recycle the RECOOL Product, rendering the “biodegradable” claim improper. The claim is likewise improper when applied to those who dispose of the RECOOL Product in the trash.

5. The FTC prohibits unqualified biodegradable claims on products that are customarily thrown in the trash or recycled because degradation of any material occurs extremely slowly in landfills and recycling facilities.

6. Seeking to capitalize on the growing consumer demand for sustainable and environmentally friendly products, Igloo disregards the legal requirements for making unqualified biodegradable claims and systematically markets the RECOOL Product as biodegradable throughout the United States.

7. Pursuant to Federal Trade Commission (“FTC”) rules, for a product to be marketed as biodegradable, it must “completely break down and return to nature (i.e. decompose into elements found in nature) within a reasonably short period of time after customary disposal.” *See* 16 C.F.R. § 260.8(b) of the FTC’s Green Guides. For items that are customarily disposed of in the trash or recycled, the reasonably short period of time is one year. Specifically:

(c) It is deceptive to make an unqualified degradable claim for items entering the solid waste stream if the items do not completely decompose within one year after customary disposal. Unqualified degradable claims for items that are customarily disposed in landfills, incinerators, and recycling facilities are deceptive because these locations do not present conditions in which complete decomposition will occur within one year.

16 C.F.R. § 260.8(c)

8. Defendant charges a premium for the RECOOL Product, as compared to other drink coolers that are not marketed as “biodegradable.”

9. Reasonable consumers would not pay a premium to obtain the benefits of “biodegradable” drink coolers if Defendant disclosed that the RECOOL Product is improperly labeled and marketed as biodegradable.

10. Defendant misleads and deceives reasonable consumers, including Plaintiff and the other Class members, by portraying the RECOOL Product as “biodegradable” when it contains paraffin wax and will not biodegrade within one year after customary disposal into the solid waste stream as required by the FTC.

11. Defendant’s conduct harms consumers by inducing them to purchase products that are not “biodegradable” on the false premise that they are, when the

consumers would not otherwise purchase the RECOOL Product and/or pay a premium price for the RECOOL Product, if they knew that it was not in fact biodegradable.

Made in the USA

12. Igloo markets and labels the Made in the USA Products as “Made in the USA” without qualification, even though Igloo imports raw material, key components and finished product, including, but not limited to, Evoprene handles, coolers, bamboo fiber storage boxes and propylene from China and Hong Kong.

13. The Made in the USA Products include the RECOOL Product along with:

- Playmate Pal 7 Qt Cooler
- Playmate Mini 4 Qt Cooler
- Playmate Elite 16Qt Cooler
- EcoCool Little Playmate 7 Qt Cooler
- EcoCool Latitude 52 Qt Cooler
- EcoCool Latitude 30 Qt Cooler
- EcoCool Latitude 90 Qt Roller Cooler
- EcoCool Latitude 60 Qt Roller Cooler
- Packable Puffer 20-can Cooler Bag
- FUNdamentals Hip Pack Cooler Bag
- FUNdamentals Vertical Sling Cooler Bag
- FUNdamentals Messenger Cooler Bag

14. The central requirement for a product to be labeled and marketed as made in the USA is that “all or virtually all” of the components of the product are made and sourced in the United States. “All or virtually all” means that all significant parts and

processing that go into the product must be of U.S. origin. "In other words, where a product is labeled or otherwise advertised with an unqualified claim, it should contain only a de minimis, or negligible, amount of foreign content. That is, the product should contain no – or negligible – foreign content." *See*, Federal Trade Commission, Complying with the Made in The USA Standard (December 1998), <http://www.business.ftc.gov/documents/bus03-complying-made-usa-standard.;> <https://www.federalregister.gov/documents/2021/07/14/2021-14610/made-in-usa-labeling-rule.> That is not the case here as Igloo is importing raw material, key components and finished product, as *specifically* set forth in Paragraph 11, above.

JURISDICTION AND VENUE

15. This Court has subject matter jurisdiction under the Class Action Fairness Act, 28 U.S.C. section 1332(d) in that: (1) this is a class action involving more than 100 class members; (2) Plaintiff is a citizen of the State of New York and Defendant is a citizen of the State of Texas; and (3) the amount in controversy exceeds the sum of \$5,000,000, exclusive of interest and costs.

16. This Court has personal jurisdiction over Defendant for reasons including but not limited to the following: Plaintiff's claims arise out of Defendant's conduct within this District. As a result of Defendant's marketing, distributing, promoting and/or selling, either directly or indirectly through third parties or related entities, of the Product to purchasers throughout the United States, the Defendant obtains the benefits of the laws of this state and profits from commerce within this state. Defendant, through the

promotion and marketing of the Product, conducts systematic and continuous business activities in and throughout this state and otherwise.

PARTIES

17. Plaintiff is a resident of Kings County.

18. Plaintiff purchased Igloo Products, including but not limited to the RECOOL Product and several of the Made in the USA Products in 2023 and 2024 from a Target in Brooklyn, New York. Plaintiff saw the “biodegradable” and “Made in the USA” representations and relied upon them to believe that the Igloo Products were what they were represented to be. He would not have purchased the Igloo Products at a premium price or bought them at all had Plaintiff known the truth – that the biodegradable and “Made in the USA” representations on the Igloo Products, which he relied upon in making his purchase, was false, misleading, and deceptive.

19. Defendant is a corporation organized under the laws of Texas, with a principal place of business located at 777 Igloo Rd, Katy, TX 77494.

20. Defendant is engaged in the processing, distributing, advertising, marketing and selling of the Products to hundreds of thousands of consumers nationwide, including New York.

FACTUAL ALLEGATIONS

A. Defendant Markets and Sells Drink Coolers as “Biodegradable,” Violating Several Provisions of the FTC’s Green Guides

21. Defendant manufactures and markets the RECOOL Product. The RECOOL Product is widely available for purchase throughout the United States in major retailers such as Walmart, Target and Kohl’s. Defendant also sells the RECOOL Product

via online retailers' websites such as Amazon.com and, until receipt of undersigned counsel's demand letter, on its own Igloo website.

22. Throughout the limitations period, Defendant has sold the RECOOL Product as "biodegradable," with each RECOOL Product bearing a prominent "BIODEGRADABLE" or "Made with BIODEGRADABLE materials" label as the representative images below illustrate:





23. Additionally, Defendant misleads consumers by claiming in advertising that the Product is environmentally-friendly due to its purported biodegradability. For example, the Product description on Amazon reads:

Introducing the world's first cooler made entirely from biodegradable materials: RECOOL. Created to provide an alternative to environmentally harmful foam coolers, RECOOL can biodegrade and return to the Earth after use, rather than polluting our environment or filling a landfill.

See, <https://www.amazon.com/Igloo-Recool-Cooler-qt-Tan/dp/B07W5QW7ZV> (last accessed May 16, 2025).

24. Significantly, the RECOOL Product is made with paraffin wax, which is derived from petroleum, is not biodegradable and is harmful to the environment.

25. Nowhere on any of the RECOOL Product packages or in any of the advertising has Defendant disclosed that the RECOOL Product will not completely break down and return to nature within one year after customary disposal. In particular, the

RECOOL Product packages do not include any disclosures as to (1) the type of non-customary disposal facility or method required for biodegradability, and/or (2) the availability of such disposal facility or method to consumers where the Product are marketed or sold.

26. Defendant intends for consumers to understand that the RECOOL Product is biodegradable, i.e., specially designed to completely break down and return to nature within a reasonably short period of time, after any customary disposal. In marketing the RECOOL Product, Defendant made only unqualified “biodegradable” claims and has never advised consumers that the Product will not completely break down within one year if recycled or disposed of in the trash. There is no mention that the RECOOL Product is made with non-biodegradable, petroleum-derived paraffin wax.

27. Defendant does not qualify the “biodegradable” claim anywhere and Defendant does not disclose that the RECOOL Product will not completely break down and return to nature within one year after customary disposal.

28. In marketing the Product to consumers, Defendant knows that consumers will be more likely to purchase the RECOOL Product if they believe that the coolers are better for the environment, a “greener” choice, and that the RECOOL Product will completely break down and return to nature within a reasonably short period of time after customary disposal. Thus, Defendant intends for consumers to rely on the representations that the RECOOL Product is “biodegradable.”

29. Further, in marketing the Product as “biodegradable,” Defendant knows that consumers in the United States care about the impact of their purchasing and consuming habits on the environment. As a result, many consumers demand products that

are environmentally superior to similar products, in that these superior products cause less harm to the environment. The term “green” is commonly used to describe these products, and the environmental movement that led to them. Factors important in determining that a product is environmentally superior to a similar product include the adverse impact to the environment caused by the manufacturing, use, and disposal of a product.

30. By making the claim that the RECOOL Product is “biodegradable,” Defendant positions the Product as environmentally superior to its competitors’ products that do not contain the same representations. Defendant intends for consumers to understand that the RECOOL Product is specially designed to be environmentally friendly (i.e., a “green” product) because it is “biodegradable” and have consistently marketed the Product in that manner (both on the labeling and in advertising) since in or around 2019, when the Product was introduced. Defendant intends for consumers to understand that because the RECOOL Product is biodegradable, it will not harm the environment when the consumer disposes of them in the customary manner.

31. Because consumers are led to believe the RECOOL Product is “biodegradable” and therefore purchase it because it is a convenient green or environmentally-friendly product, Defendant is able to charge a premium for it. If consumers knew that the RECOOL Product was not “biodegradable” and did not biodegrade within one year when thrown away, the RECOOL Product would not command a premium price based on that representation, and they would not pay the premium attributable to that representation. Consumers would opt to purchase cheaper products that do not claim to be biodegradable.

32. Section 260.3(c) of the Green Guides prohibits an environmental marketing claim from “overstat[ing], directly or by implication, an environmental attribute or benefit. Marketers should not state or imply environmental benefits if the benefits are negligible.” 16 C.F.R. §260.3(c). Defendant’s unqualified “biodegradable” representation on the RECOOL Product violates this standard of the Green Guides as they overstate an environmental attribute because the RECOOL Product will not completely break down and return to nature (i.e., decompose into elements found in nature) within a reasonably short period of time after customary disposal via a recycling facility or landfill.

33. Section 260.8(c) of the Green Guides specifies that for products customarily disposed of in recycling facilities or landfills, unqualified biodegradability claims are deceptive because recycling facilities and landfills “do not present conditions in which complete degradation will occur within one year.” 16 C.F.R. § 260.8(c). The FTC has confirmed that “it is *impossible* for these products to biodegrade within a reasonably short time” when they are disposed of in landfills, incinerators, or recycling facilities.² For example, in the matter of *Down to Earth Designs, Inc.*, Docket No. C-4443, the FTC challenged the labeling of baby wipes as “100% biodegradable.”³ The FTC explained that “[l]andfills, incinerators, and recycling facilities do not present conditions for biodegradation or composting within a reasonably short period of time.” *Id.*

² <https://www.ftc.gov/news-events/press-releases/2009/08/ftc-settlement-bars-sellers-deceptive-biodegradable-claims> (last accessed May 16, 2025) (emphasis added).

³ <https://www.ftc.gov/news-events/press-releases/2009/08/ftc-settlement-bars-sellers-deceptive-biodegradable-claims> (last accessed May 16, 2025)

B. Defendant Markets and Sells Drink Coolers as “Made in the USA” Despite Importing Raw Material, Key Components and Finished Product

34. Plaintiff purchased the Made in the USA Products in reliance on the prominent “MADE IN THE USA” label. Plaintiff has since learned that the Made in the USA Products are made out of imported materials and key components. Igloo even imports finished coolers. Plaintiff would not have paid a premium for the Made in the USA Products had he known that Defendant’s claims regarding the source of the Made in the USA Products were false.

35. Defendant expressly labels the Made in the USA Products as “MADE IN THE USA,” as can be seen in the second image in Paragraph 22.

36. Defendant pushes the narrative that it is an unqualifiedly Made in the USA company, as can be seen in this image of Igloo workers posing with a Made in America banner for an ABC news story:



<https://abcnews.go.com/US/made-america-inside-igloo-coolers-factory-texas/story?id=105854291> (last accessed May 16, 2025).

37. Consumers are particularly vulnerable to these deceptive and fraudulent practices. Consumers cannot be expected to possess knowledge of the true origin of a product. Instead, consumers understandably rely upon a company's representations, as they should.

38. Defendant misled and continues to mislead consumers about the source of the Made in the USA Products.

39. Defendant's labeling would lead any reasonable consumer to believe that the Made in the USA Products are made in the USA.

C. Plaintiff and the Class Members Reasonably Relied on Defendant's Misrepresentations

40. Consumers rely on product label representations and information in making purchasing decisions.

41. The marketing of the Igloo Products as "biodegradable" and/or "Made in the USA" throughout the Class Period evidences Defendant's awareness that "biodegradable" and "Made in the USA" claims are material to consumers.

42. Defendant's deceptive representations and omissions are material in that a reasonable person would attach importance to such information and would be induced to act upon such information in making purchase decisions.

43. Plaintiff and the Class members reasonably relied to their detriment on Defendant's misleading representations and omissions.

44. Defendant's false, misleading, and deceptive misrepresentations and omissions are likely to continue to deceive and mislead reasonable consumers and the general public, as they have already deceived and misled Plaintiff and the Class members.

45. On June 12, 2024, undersigned counsel sent a demand letter to Igloo. Since that time, undersigned counsel has been in negotiations with Igloo – first with in-house counsel, and then through outside counsel.

E. Defendant's Wrongful Conduct Caused Plaintiff's and the Class Members' Injuries

46. As an immediate, direct, and proximate result of Defendant's false, misleading, and deceptive representations and omissions, Defendant injures Plaintiff and the Class members in that they:

- a. Pay a sum of money for Igloo Products that are not what Defendant represents;
- b. Pay a premium price for Igloo Products that are not what Defendant represents;
- c. Are deprived of the benefit of the bargain because the Igloo Products they purchase are different from what Defendant warrants;
- d. Are deprived of the benefit of the bargain because the Igloo Products they purchase have less value than what Defendant represents;
- e. Do not receive an Igloo Product that measured up to their expectations, which Defendant creates;
- f. Utilize drink coolers of a different quality than what Defendant promises; and
- g. Are denied the benefit of the beneficial properties of the "biodegradable" and/or "Made in the USA" drink coolers that Defendant promises.

47. Had Defendant not made the false, misleading, and deceptive representations and omissions, Plaintiff and the Class members would not be willing to pay the same amount for the Igloo Products they purchase, and, consequently, Plaintiff and the Class members would not be willing to purchase the Product.

48. Plaintiff and the Class members pay for Igloo Products that are “biodegradable” and/or “Made in the USA” but receive an Igloo Product that is not “biodegradable” and/or “Made in the USA.” The Igloo Products that Plaintiff and the Class members receive are worth less than that for which they pay.

49. Based on Defendant’s misleading and deceptive representations, Defendant was able to, and did, charge a premium price for the Igloo Products over the cost of competitive products not claiming to be “biodegradable” and/or “Made in the USA.”

50. In making the false, misleading, and deceptive representations and omissions described herein, Defendant knows and intends that consumers will pay a premium for an Igloo Product not labeled “biodegradable” and/or “Made in the USA” over comparable products not so labeled.

51. Plaintiff and the Class members all pay money for Igloo Products. However, Plaintiff and the Class members do not obtain the full value of the advertised Igloo Products due to Defendant’s misrepresentations and omissions. Plaintiff and the Class members purchase, purchase more of, and/or pay more for, Igloo Products than they would have if they knew the truth about the Igloo Products. Consequently, Plaintiff and the Class members suffer injury in fact and lose money as a result of Defendant’s wrongful conduct.

52. For example, the Igloo 7qt Playmate Pal cooler, marketed and labeled as “Made in USA,” sells for \$34.30 on the Walmart website⁴. A comparable Arctic Zone 8qt Titan Hardbody cooler that does not contain the “Made in the USA” representation sells for \$29.95 on the Walmart website⁵.

53. Thus, to purchase the Igloo Products, which Defendant falsely and misleadingly labels “biodegradable” and/or “Made in the USA,” Plaintiff and the Class members pay a premium over comparable products that are not labeled “biodegradable” and or “Made in the USA.”

CLASS ACTION ALLEGATIONS

54. Plaintiff seeks relief in his individual capacity and as representative of all others who are similarly situated. Pursuant to Rules 23(a) and/or 23(b)(3) of the Federal Rules of Civil Procedure, Plaintiff seeks certification of the following classes (the “Classes”):

New York Biodegradable Class

All residents of New York who purchased the RECOOL Product from May 16, 2019 through the date of judgment primarily for personal, family, or household purposes, and not for resale.

New York Made in the USA Class

All residents of New York who purchased the Made in the USA Products from May 16, 2019 through the date of judgment primarily for personal, family, or household purposes, and not for resale.

55. Excluded from the Classes are current and former officers and directors of Defendant, members of the immediate families of the officers and directors of Defendant,

⁴ <https://www.walmart.com/ip/Igloo-7-qt-Playmate-Pal-Cooler-Ice-Chest-Blue/16606393> (last accessed May 16, 2025)

⁵ <https://www.walmart.com/ip/Deep-Freeze-Zipperless-Hardbody-8qt-Cooler-Jungle-Hunt/16400165336?classType=VARIANT&from=/search> (last accessed May 16, 2025)

Defendant's legal representatives, heirs, successors, assigns, and any entity in which they have or have had a controlling interest. Also excluded from the Classes is the judicial officer to whom this lawsuit is assigned.

56. Plaintiff reserves the right to revise the Class definitions based on facts learned in the course of litigating this matter.

57. This action is proper for class treatment under Rules 23(b)(3) of the Federal Rules of Civil Procedure. While the exact number and identities of other members of the Classes ("Class Members") are unknown to Plaintiff at this time, Plaintiff is informed and believes that there are thousands of Class Members. Thus, the Classes are so numerous that individual joinder of all Class Members is impracticable.

58. Questions of law and fact arise from Defendant's conduct described herein. Such questions are common to all Class Members and predominate over any questions affecting only individual Class Members and include:

- a. whether Defendant's claims that the Igloo Products are biodegradable and/or Made in the USA are deceptive;
- b. whether Defendant's deceptive labeling and marketing of the Igloo Products violates federal, state and/or common law;
- c. whether Defendant engaged in labeling and marketing practices intended to deceive the public by leading consumers to believe that the Igloo Products are biodegradable and/or Made in the USA;
- d. whether members of the public were likely to be deceived by Defendant's labeling and marketing;
- e. whether Defendant received a benefit from Plaintiff and Class Members;

- f. whether it would be unjust for Defendant to retain such a benefit;
- g. whether Defendant injured Plaintiff and Class Members and the appropriate measure of those damages; and
- h. whether punitive damages are appropriate.

59. Plaintiff's claims are typical of those of the Class Members because Plaintiff and the other Class Members sustained damages arising out of the same wrongful conduct, as detailed herein. Plaintiff purchased the Igloo Products during the applicable statutory period and sustained similar injuries arising out of Defendant's conduct in violation of New York State and federal law. Defendant's unlawful, unfair and fraudulent actions concern the same business practices described herein irrespective of where they occurred or were experienced. The injuries of the Class were caused directly by Defendant's wrongful misconduct. In addition, the factual underpinning of Defendant's misconduct is common to all Class Members and represents a common thread of misconduct resulting in injury to all members of the Class. Plaintiff's claims arise from the same practices and course of conduct that give rise to the claims of the Class Members and are based on the same legal theories.

60. Plaintiff will fairly and adequately represent and pursue the interests of the Class and has retained competent counsel experienced in prosecuting consumer fraud class actions. Plaintiff understands the nature of her claims herein, has no disqualifying conditions, and will vigorously represent the interests of the Class. Neither Plaintiff nor Plaintiff's counsel have any interests that conflict with or are antagonistic to the interests of the Class. Plaintiff has retained highly competent and experienced class action attorneys to represent his interests and those of the Class. Plaintiff and Plaintiff's

counsel have the necessary financial resources to adequately and vigorously litigate this class action, and Plaintiff and counsel are aware of their fiduciary responsibilities to the Class and will diligently discharge those duties by vigorously seeking the maximum possible recovery for the Class.

61. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The damages suffered by any individual Class Member are too small to make it economically feasible for an individual Class Member to prosecute a separate action, and it is desirable for judicial efficiency to concentrate the litigation of the claims in this forum. Furthermore, the adjudication of this controversy through a class action will avoid the potentially inconsistent and conflicting adjudications of the claims asserted herein. There will be no difficulty in the management of this action as a class action.

62. The prerequisites to maintaining a class action for equitable relief pursuant to Rule 23(b)(3) are met, as questions of law or fact common to the Class predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

63. The prosecution of separate actions by members of the Classes would create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for Defendant. Additionally, individual actions may be dispositive of the interest of all members of the Classes, although certain Class Members are not parties to such actions.

64. Defendant's conduct is generally applicable to the Classes as a whole and Plaintiff seeks, *inter alia*, equitable remedies with respect to the Classes as a whole. As such, Defendant's systematic policies and practices make equitable relief with respect to the Classes as a whole appropriate.

CAUSES OF ACTION

COUNT I

VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW § 349 (DECEPTIVE AND UNFAIR TRADE PRACTICES ACT)

65. Plaintiff realleges and incorporates by reference the allegations contained in all preceding paragraphs of this Complaint and further alleges as follows:

66. Plaintiff brings this claim individually and on behalf of the Class for violations of New York's Deceptive Acts or Practices Law, Gen. Bus. Law § 349.

67. The practices employed by Defendant, whereby Defendant labeled, advertised, promoted, and marketed its product as "biodegradable" and/or "Made in the USA" are deceptive and misleading and are in violation Gen. Bus. Law § 349.

68. The foregoing deceptive acts and practices were directed at consumers.

69. As a result of the repeated violations described herein, Defendant received and continues to receive unearned commercial benefits at the expense of their competitors and the public.

70. Plaintiff and the other Class Members suffered a loss as a result of Defendant's deceptive and unfair trade acts. Specifically, as a result of Defendant's deceptive and unfair trade acts and practices, Plaintiff and the other members of the Classes suffered monetary losses associated with the purchase of the Igloo Products, *i.e.*,

the purchase price of the product and/or the premium paid by Plaintiff and the Class for said product.

COUNT II

VIOLATION OF NEW YORK GEN. BUS. LAW § 350

71. Plaintiff brings this Count individually and on behalf of the members of the Class against Defendant and repeats and re-alleges all previous paragraphs, as if fully included herein.

72. Based on the foregoing, Defendant has engaged in consumer-oriented conduct that is deceptive or misleading in a material way and which constitutes false advertising in violation of Section 350 of the New York General Business Law.

73. Defendant's false, misleading, and deceptive statements and representations of fact include, but are not limited to, the representations that the Igloo Products were "biodegradable" and/or "Made in the USA." Defendant directed these representations to consumers through packaging, labels and other marketing and advertising.

74. Defendant's false, misleading, and deceptive statements and representations of fact, including but not limited to the representations that the Igloo Products were "biodegradable" and/or "Made in the USA" are likely to mislead a reasonable consumer acting reasonably under the circumstances.

75. Defendant's false, misleading, and deceptive statements and representations of fact, including but not limited to the representations that the Igloo Products were "biodegradable" and/or "Made in the USA" have resulted in consumer injury or harm to the public interest.

76. Plaintiff and the Class Members were injured because: (a) they would not have purchased the Igloo Products, or would not have purchased the Igloo Products on the same terms, had they known that the Igloo Products were in fact not biodegradable and/or Made in the USA; (b) they paid a price premium for the Igloo Products based on Defendant's false and misleading statements; and (c) the Igloo Products did not have the characteristics and benefits promised because it was not biodegradable and/or Made in the USA.

77. As a result, Plaintiff and the Class Members have been damaged in an amount to be proven at trial, but not less than either the purchase price of the Igloo Products or, alternatively, the difference in value between the Igloo Products as advertised and the Igloo Products as actually sold.

78. As a result of Defendant's false, misleading, and deceptive statements and representations of fact, including but not limited to the representations that the Igloo Products were "biodegradable" and/or "Made in the USA," Plaintiff and the Class Members have suffered and continue to suffer economic injury.

79. Plaintiff and the Class Members suffered an ascertainable loss caused by Defendant's misrepresentations because they paid more for the Igloo Products than they would have had they known the truth about the product.

80. On behalf of himself and other members of the Classes, Plaintiff seeks to recover their actual damages or five hundred dollars, whichever is greater, three times actual damages, and reasonable attorneys' fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of a Classes of all others similarly situated, seeks a judgment against Defendant, as follows:

- A. For an order certifying the Classes under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiff as representative of the Classes and Plaintiff's counsel as Class Counsel to represent members of the Classes;
- B. For an order finding in favor of Plaintiff and the Classes on all counts asserted herein;
- C. For compensatory, statutory and punitive damages, as applicable, in amounts to be determined by the Court and/or jury;
- D. For prejudgment interest on all amounts awarded;
- E. For an order of restitution and all other forms of equitable monetary relief;
- F. For an order awarding Plaintiff and the Classes their reasonable attorneys' fees, expenses and costs incurred in bringing this lawsuit;
- G. Any other relief the Court may deem appropriate.

DEMAND FOR TRIAL BY JURY

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

Dated: May 16, 2025

Respectfully submitted,

By: /s/ Robert L. Kraselnik (RK 0684)

LAW OFFICES OF
ROBERT L. KRASELNIK, PLLC
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Attorney for Plaintiff and the Classes

Revised 02/13/2025, Effective 02/17/2025

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

DARIN STRAUSS, on behalf of himself and others
similarly situated

(b) County of Residence of First Listed Plaintiff Kings
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address and Telephone Number)

LAW OFFICES OF ROBERT L. KRASELNIK, PLLC
261 Westchester Avenue Tuckahoe, NY 10707
Tel: 646-342-2019

DEFENDANTS

IGLOO PRODUCTS CORP.,

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Moore & Lee, P.C.
110 SE 6th St., Suite 1980 Fort Lauderdale, FL 33301

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 | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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):
 28 U.S.C. section 1332(d)

Brief description of cause:

Defendant misrepresents various of its drink cooler products as "biodegradable" and/or "Made in the USA."

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
\$20,000,000

CHECK YES only if demanded in complaint
 JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions)

JUDGE

DOCKET NUMBER

DATE

5/16/25

SIGNATURE OF ATTORNEY OF RECORD

[Signature]

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IF P

JUDGE

MAG JUDGE

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration ☐

I, Robert Kraselnik, counsel for Plaintiff Darin Strauss on behalf of himself, etc., do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- ☒ monetary damages sought are in excess of \$150,000.00 exclusive of interest and costs,
- ☐ the complaint seeks injunctive relief, or
- ☐ the matter is otherwise ineligible for the following reason:

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks. Add an additional page if needed.

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 3 in Section VIII on the front of this form. Rule 3(a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 3(a) provides that "A civil case shall not be deemed "related" to another civil case merely because the civil case involves identical legal issues, or the same parties." Rule 3 further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (b), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NEW YORK EASTERN DISTRICT DIVISION OF BUSINESS RULE 1(d)(3)

If you answer "Yes" to any of the questions below, this case will be designated as a Central Islip case and you must select Office Code 2.

1. Is the action being removed from a state court that is located in Nassau or Suffolk County? ☐ Yes ☒ No
2. Is the action—not involving real property—being brought against United States, its officers or its employees AND the majority of the plaintiffs reside in Nassau or Suffolk County? ☐ Yes ☒ No
3. If you answered "No" to all parts of Questions 1 and 2:
 - a. Did a substantial part of the events or omissions giving rise to claim or claims occur in Nassau or Suffolk County? ☐ Yes ☒ No
 - b. Do the majority of defendants reside in Nassau or Suffolk County? ☐ Yes ☒ No
 - c. Is a substantial amount of any property at issue located in Nassau or Suffolk County? ☐ Yes ☒ No
4. If this is a Fair Debt Collection Practice Act case, was the offending communication received in either Nassau or Suffolk County? ☐ Yes ☒ No

(Note, a natural person is considered to reside in the county in which that person is domiciled; an entity is considered a resident of the county that is either its principal place of business or headquarters, of if there is no such county in the Eastern District, the county within the District with which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

☒ Yes ☐ No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

☐ Yes (If yes, please explain) ☒ No

I certify the accuracy of all information provided above.

Signature: R/K.

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: