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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ALAN DUNN, on behalf of himself, all others
similarly situated, and the general public,

Plaintiff,

vs.

RENEWAL BY ANDERSEN LLC, a
Minnesota limited liability company; and
JOHN DOES 1-10,

Defendants.

Case No. **25STCV20786**

Class Action Complaint for:

**1. Unfair Competition (California
Business & Professions Code § 17200 *et*
seq.); and**

**2. False Advertising (California Business
& Professions Code § 17500 *et seq.*)**

1 Plaintiff Alan Dunn ("Plaintiff") brings this action, on behalf of himself and all others
 2 similarly situated, against Defendants Renewal by Andersen LLC, a Minnesota limited liability
 3 company, and John Does 1-10 (collectively "Renewal" or "Defendants"), and states:

4 **I. INTRODUCTION**

5 1. Renewal by Andersen LLC is the window-replacement subsidiary of Andersen
 6 Corporation. It is one of the largest window-replacement companies in the country, operating in
 7 more than 100 markets across the United States.

8 2. Renewal have professed that they are "committed to upholding and exceeding the
 9 utmost standards of business ethics."¹ Yet Defendants' sales practices violate business ethics, as well
 10 as the law.

11 3. Federal regulations provide that for a product to be marketed as built or made in the
 12 USA, the product must be "all or virtually all" made in America, with "no or negligible foreign
 13 content." FTC's Made in USA Labeling Rule, 16 CFR Part 323. Violations of this regulation
 14 constitute violations of the Federal Trade Commission Act ("FTCA"), 15 U.S.C. § 57a. And
 15 California law provides that no part of any product advertised as made in the USA (or similar words)
 16 may be "entirely or substantially" manufactured outside America. Cal. Bus. & Prof. Code § 17533.7.

17 4. Renewal falsely markets its replacement windows and doors, sold through Renewal
 18 by Andersen LLC and its retailers, as being "Custom Built in the USA" and "Proudly Made in the
 19 US." In truth, Renewal's products are made with both imported and American parts.

20 5. Through this false advertising scheme, Defendants have violated California's unfair
 21 competition and false advertising laws. This class action seeks restitution for California consumers
 22 who purchased replacement windows and doors from Renewal by Andersen retailers in California
 23 that were falsely advertised as having been built in America, as well as public injunctive relief to
 24 protect potential future Renewal by Andersen consumers in California from Defendants' scheme.

25 **II. JURISDICTION AND VENUE**

26 6. This Court has jurisdiction over this action under Cal. Code Civ. Proc. § 410.10, Cal.

27 ¹ <https://www.renewalbyandersen.com/news/2017/10/renewal-by-andersen-named-winner-of-bbb-torch-awards-for-ethics.aspx>.
 28

1 Bus. & Prof. Code §§ 17203–17204, 17604, and Cal. Code Civ. Proc. § 382.

2 7. This Court has personal jurisdiction over Defendants. Events giving rise to the cause
3 of action occurred in California as a result of Defendants’ conduct directed toward California
4 consumers, they directed the sale of their products to California consumers, and they made
5 misrepresentations toward California consumers who viewed and relied on those misrepresentations.

6 8. Venue is proper in this Court under Cal. Code Civ. Proc. § 395(a) because Renewal
7 does not have a designated principal office in California.

8 9. Plaintiff does not allege that he lacks an adequate remedy at law with respect to his
9 claims for restitution. Plaintiff brings claim for public injunctive relief to protect future potential
10 customers from Renewal’s false country-of-origin scheme. While Plaintiff was injured by Renewal’s
11 false advertising, he does not allege that he faces an actual or imminent threat of future harm.

12 **III. PARTIES**

13 10. Plaintiff Alan Dunn is a citizen of the State of California. Plaintiff purchased
14 replacement windows from an authorized Renewal retailer in California.

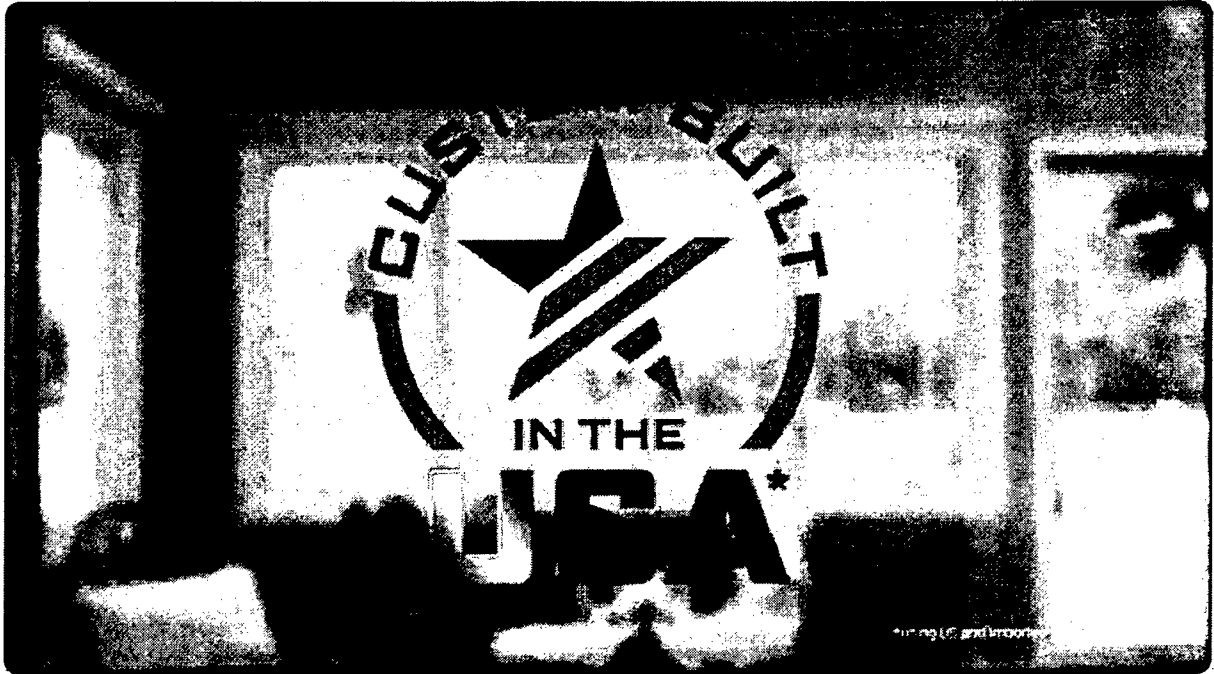
15 11. Defendant Renewal by Andersen LLC is a Minnesota limited liability company
16 formed and organized on or about December 17, 2014, with a principal place of business at 9900
17 Jamaica Avenue South, Cottage Grove, Minnesota 55016. Renewal by Andersen LLC manufactures
18 and sells replacement windows and doors under the brand name “Renewal by Andersen.” Renewal
19 by Andersen LLC is a wholly owned subsidiary of Andersen Corporation.

20 12. Plaintiff does not know the names of the defendants sued as John Does 1–10 but will
21 amend this complaint when that information becomes known. Plaintiff alleges on information and
22 belief that each of the Doe defendants is affiliated with any of the named plaintiffs in some respect
23 and is in some manner responsible for the wrongdoing alleged herein, either as a direct participant, a
24 principal, an agent, a successor, an alter ego, a co-conspirator, or an aider-and-abettor with one of the
25 named defendants.

26 **IV. GENERAL ALLEGATIONS**

27 13. Defendants are engaging in a false advertising scheme in the marketing and selling of
28 Renewal by Andersen replacement windows and doors.

14. Defendants advertise that their replacement windows and doors are “Custom Built in the USA” and “Proudly Made in the US,” when in fact they contain foreign-made parts.



Renewal by Andersen: Custom Built in the U.S.A.

Sponsored



Renewal by Andersen® –
Proudly Made In The US

<https://offers.renewalbyandersen.com> > win...

Give Your Windows & Doors the Upgrade
They've Been Needing With This Limited Time
Offer. Schedule a Free Design Consultation ...

15. Consumer advocate organization Truth in Advertising, Inc. (TINA), a nonprofit organization dedicated to helping consumers protect themselves from deceptive advertising, did an exhaustive investigation of Renewal's conduct and found Renewal's false claims of origin "in

1 brochures, television commercials, social media posts, magazines, flyers and on its website.”² TINA
 2 collected more than 80 examples of Renewal’s deceptive country-of-origin advertising in these
 3 different media.³

4 16. In some but not all of those advertisements, Renewal notes in barely legible print at
 5 the bottom of the page (or otherwise separated from its country-of-origin claims) that its replacement
 6 windows and doors are built in America “using U.S. and imported parts.” But that means their
 7 products are not, by definition, made or built in America. And even if such a qualification were
 8 permissible, it would have to be “sufficiently clear, prominent, and understandable to prevent
 9 deception,”⁴ which is not the case for Renewal.

10 17. As TINA wrote to the FTC, seeking enforcement action against Renewal, “[l]abeling
 11 products as Made in the USA is an incredibly popular and effective marketing tool. In fact, numerous
 12 surveys have consistently found that a majority of U.S. consumers seek out American-made products
 13 and are even willing to pay more for them.⁵ And as tariffs drive up the cost of imported goods, Made
 14 in USA products are now in even higher demand,⁶ a fact that Renewal seems keenly aware of,”⁷ as

15
 16 ² [https://truthinadvertising.org/articles/renewal-by-andersens-made-in-usa-window-](https://truthinadvertising.org/articles/renewal-by-andersens-made-in-usa-window-dressing/?utm_source=newsletter&utm_medium=email&utm_campaign=july_1_2025)
 17 [dressing/?utm_source=newsletter&utm_medium=email&utm_campaign=july_1_2025](https://truthinadvertising.org/articles/renewal-by-andersens-made-in-usa-window-dressing/?utm_source=newsletter&utm_medium=email&utm_campaign=july_1_2025)

18 ³ See www.truthinadvertising.org/evidence/renewal-by-andersen-made-in-usadatabase/.

19 ⁴ <https://www.ftc.gov/legal-library/browse/enforcement-policy-statement-us-origin-claims>.

20 ⁵ 2025 DuraPlas Made in America Survey, [https://duraplasinc.com/blog/tariffs-arent-forcing-americans-to-adjust-](https://duraplasinc.com/blog/tariffs-arent-forcing-americans-to-adjust-shopping-habits-yet)
 21 [shopping-habits-yet](https://duraplasinc.com/blog/tariffs-arent-forcing-americans-to-adjust-shopping-habits-yet); Jason McMann, Made in America Report, 2023 Edition, Morning Consult Pro,
 22 <https://pro.morningconsult.com/analyst-reports/made-in-americareshoring-consumer-goods>; Cathalijne Adams, How
 23 Do Americans Feel About Made in America in 2023?, All. for Am. Mfg. (July 5, 2023),
 24 <https://www.americanmanufacturing.org/blog/howdo-americans-feel-about-made-in-america-in-2023/>; Andrew Adam
 25 Newman, Consumers Will Pay More for American-Made Products, But Inflation Takes a Toll: Poll, Retail Brew (July
 26 28, 2022), [https://www.retailbrew.com/stories/2022/07/28/consumers-will-pay-more-for-americanmade-products-](https://www.retailbrew.com/stories/2022/07/28/consumers-will-pay-more-for-americanmade-products-but-inflation-takes-a-toll-poll)
 27 [but-inflation-takes-a-toll-poll](https://www.retailbrew.com/stories/2022/07/28/consumers-will-pay-more-for-americanmade-products-but-inflation-takes-a-toll-poll); Reshoring Institute, Survey Says: Americans Prefer ‘Made in USA,’
 28 <https://reshoringinstitute.org/wp-content/uploads/2020/09/made-in-usa-survey.pdf>; Press Release, Bos. Consulting
 Grp., U.S. and Chinese Consumers Willing to Pay More for Made in USA (Nov. 15, 2012),
<https://truthinadvertising.org/wp-content/uploads/2015/07/BCG-Press-Release-U...or-Made-in-USA-Products.pdf>;
 Knowing Which Products are Truly Made in America: How to Know Which Flag-Waving Products Are True Red,
 White, and Blue, Consumer Reports (February 2013),
<https://www.consumerreports.org/cro/magazine/2013/02/made-in-america/index.htm>.

⁶ Allison Smith, ‘Made in USA’ is Trending on Amazon, and Sellers are Leaning In (May 8, 2025),
<https://digiday.com/marketing/made-in-usa-is-trending-on-amazon-and-sellers-are-leaning-in/>

⁷ [https://truthinadvertising.org/wp-content/uploads/2025/06/6_30_25-complaint-to-FTC-re-Renewal-by-](https://truthinadvertising.org/wp-content/uploads/2025/06/6_30_25-complaint-to-FTC-re-Renewal-by-Andersen.pdf)
[Andersen.pdf](https://truthinadvertising.org/wp-content/uploads/2025/06/6_30_25-complaint-to-FTC-re-Renewal-by-Andersen.pdf).

1 Renewal YouTube videos in response to the tariffs make clear.⁸

2 18. Defendants' false country-of-origin advertising scheme violates California law in a
3 number of ways.

4 19. First, it constitutes an unfair business practice under California's Unfair Competition
5 Laws ("UCL").

6 20. Second, it constitutes a false advertising scheme under California's False Advertising
7 Laws ("FAL").

8 21. Third, it constitutes an unlawful business practice under the UCL because it violates
9 the FAL.

10 22. Fourth, it constitutes an unlawful business practice under the UCL because it violates
11 Cal. Bus. & Prof. Code § 17533.7, which makes it "unlawful for any person, firm, corporation, or
12 association to sell or offer for sale in this state any merchandise on which merchandise or on its
13 container there appears the words 'Made in U.S.A.,' 'Made in America,' 'U.S.A.,' or similar words
14 if the merchandise or any article, unit, or part thereof, has been entirely or substantially made,
15 manufactured, or produced outside of the United States."

16 23. Fifth, it constitutes an unlawful business practice under the UCL because it violates
17 Cal. Civ. Code § 1770(a)(2), which prohibits businesses from misrepresenting the "source" of goods
18 or services.

19 24. Sixth, it constitutes an unlawful business practice under the UCL because it violates
20 Cal. Civ. Code § 1770(a)(4), which prohibits businesses from "[u]sing deceptive representations or
21 designations of geographic origin in connection with goods or services."

22 25. Seventh, it constitutes an unlawful business practice under the UCL because it
23 violates Cal. Civ. Code § 1770(a)(5), which prohibits businesses from "representing that goods or
24 services have . . . characteristics . . . that they do not have."

25 26. Eighth, it constitutes an unlawful business practice under the UCL because it violates
26

27 ⁸ See, e.g., Renewal by Andersen, Renewal by Andersen: Custom Built in the U.S.A., YouTube (July 19, 2018),
28 <https://www.youtube.com/watch?v=SB0UIbRqf7w>; Renewal by Andersen, It's More Than Just Replacement
Windows, YouTube (Nov. 22, 2017), https://www.youtube.com/watch?v=B9-BUxmbm_Q.

1 Cal. Civ. Code § 1770(a)(7), which prohibits businesses from “representing that goods or services
2 are of a particular standard, quality, or grade . . . if they are another.”

3 27. Ninth, it constitutes an unlawful business practice under the UCL because it violates
4 Cal. Civ. Code § 1770(a)(9), which prohibits businesses from “[a]dvertising goods or services with
5 intent not to sell them as advertised.”

6 28. Tenth, it constitutes an unlawful business practice under the UCL because it violates
7 Cal. Civ. Code § 1770(a)(16), which prohibits businesses from “[r]epresenting that the subject of a
8 transaction has been supplied in accordance with a previous representation when it has not.”

9 29. Eleventh, it constitutes an unlawful business practice under the UCL because it
10 violates federal law and federal regulations. The Federal Trade Commission Act (FTCA) prohibits
11 unfair or deceptive acts affecting commerce. 15 U.S.C. § 45(a)(1). The FTCA also prohibits
12 businesses from advertising or selling “a product with a ‘Made in the U.S.A.’ or ‘Made in America’
13 label, or the equivalent thereof, in order to represent that such product was in whole or substantial
14 part of domestic origin” unless the label complies with decisions and orders of the FTC. 15 U.S.C.
15 § 45a. And FTC regulations provide that it is an unfair or deceptive act “to label any product as
16 Made in the United States unless the final assembly or processing of the product occurs in the
17 United States, all significant processing that goes into the product occurs in the United States, and
18 all or virtually all ingredients or components of the product are made and sourced in the United
19 States.” 16 CFR § 323.2. The regulation defines “Made in the United States” to mean that a
20 product or service or a component thereof is “‘made,’ ‘manufactured,’ ‘built,’ ‘produced,’
21 ‘created,’ or ‘crafted’ in the United States or in America.” *See* 16 CFR § 323.4; 15 U.S.C. § 57a.

22 30. Twelfth, it constitutes a fraudulent business practice under the UCL.

23 **V. SPECIFIC ALLEGATIONS**

24 31. On February 17, 2023 and March 7, 2023, Plaintiff Alan Dunn purchased Renewal
25 replacement windows and doors from one of its California authorized retailers for \$39,137.59.
26 Plaintiff understood from a Renewal brochure provided to him by a sales representative with a
27 “Custom Built in the USA” seal that its replacement windows and doors were made in America,
28 which was the main reason Plaintiff purchased Renewal replacement windows and doors, which are

significantly more expensive than many other brands of replacement windows and doors, as opposed to another brand. Here is the relevant page of the brochure:



Customer Service

Our professional sales consultants and expert installation teams are with you every step of the way.

Products

Innovative products and features are available throughout our product line.

Professional Installation



**CERTIFIED
MASTER
INSTALLER**

Our installers are experienced and understand the many critical steps involved with installing your new windows and doors properly.

Nation's Best Warranty



We offer one of the strongest limited warranties of any window and door manufacturer, and it is fully transferable should you sell your home!

32. Plaintiff did not see the miniscule text at the bottom of the page stating “using U.S. and imported parts.”

33. Had Plaintiff known that neither all nor virtually all ingredients or components of Renewal replacement windows and doors were made and sourced in the United States, he would not have purchased the windows and doors or would only have been willing to purchase them for a price significantly lower than he paid.

VI. CLASS ALLEGATIONS

34. Plaintiff brings this action on behalf of himself and all other similarly situated individuals pursuant to California Code of Civil Procedure § 382 and seeks certification of the following class against Defendants:

All California citizens who, within the applicable statute of limitations (the “Class Period”), purchased from a California Renewal by Andersen retailer one or more replacement doors or windows advertised as being “Custom Built in the USA” or “Proudly Made in the US,” and who have not received a refund or credit for their purchase(s) (the “Class”).

35. Excluded from the Class are Defendants and their parent companies, subsidiaries, and affiliates, as well as their respective officers, employees, agents, and affiliates. Also excluded from the Class is any judicial officer who presides over this action.

36. Plaintiff reserves the right to expand, limit, modify, or amend the class definition, including adding subclasses, in connection with their motion for class certification or at any other time, based on, inter alia, changing circumstances or new facts obtained during discovery.

37. The Class is so numerous that joinder of all members is impracticable. On information and belief, Plaintiff believes that the proposed Class contains thousands of individuals. The precise number of Class members is unknown to Plaintiff.

38. Plaintiff’s claims are typical of the Class because all Class members were deceived, or were likely to be deceived, by Defendants’ scheme. Plaintiff is advancing the same claims and legal theories on behalf of himself and all Class members.

39. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has retained counsel experienced in complex class action litigation, and Plaintiff intends to prosecute this

1 action vigorously. Plaintiff has no antagonistic or adverse interest to the Class.

2 40. A class action is the superior procedure to vindicate the interests of Plaintiff and the
3 Class. The amount by which Defendants were unjustly enriched at the expense of individual Class
4 members is relatively modest compared to the burden and expense that would be entailed by
5 individual litigation of their claims. It would thus be virtually impossible for Plaintiff and the Class to
6 obtain effective redress through individual actions. Moreover, absent a class action, the equitable
7 rights of Class members and the general public would likely not be vindicated, and Defendants will be
8 permitted to remain unjustly enriched by their fraudulent and deceptive misdeeds.

9 41. This action involves common questions of law and fact that predominate over
10 questions affecting individual Class members. These common legal and factual questions include, but
11 are not limited to, the following:

- 12 a. whether, during the Class Period, Defendants falsely represented their replacement
13 windows and doors as being “Custom Built in the USA” and “Proudly Made in the
14 US”;
- 15 b. whether, during the Class Period, all or virtually all ingredients or components of
16 Renewal replacement windows and doors are made and sourced in the United States;
- 17 c. the extent to which Renewal replacement windows and doors contained imported
18 parts or components;
- 19 d. the methods by which and extent to which Renewal failed to properly notify potential
20 customers that its replacement windows and doors were made with imported parts;
- 21 e. the extent to which, during the Class Period, Defendants’ customers paid a premium
22 for their products as a result of Defendants’ false country-of-origin representations;
- 23 f. whether Defendants’ conduct constitutes a violation of the UCL and FAL as alleged
24 herein;
- 25 g. whether Defendants’ conduct constitutes a violation of California law and federal law
26 and regulations;
- 27 h. whether Class members are entitled to restitution as a result of Defendants’ scheme;
28 and

i. whether Class members are entitled to public injunctive relief as a result of Defendants' scheme.

42. All Class members were exposed to Defendants' false country-of-origin scheme.

Given the uniformity of Defendants' false advertising, it can be reasonably inferred that misrepresentations or omissions of material fact were uniformly made to all members of the Class. Given that the purpose of the scheme was to dupe consumers into thinking they were buying products made and sourced in the United States, it can be reasonably presumed that the Defendants' false advertising affected the purchasing decisions of all Class members. It can also reasonably be presumed that Class members uniformly paid more for their items than they would have had Renewal not falsely advertised that their products were "Custom Built in the USA," "Made in the US," and the equivalent.

43. Absent public injunctive relief, Californians who are potential future customers of Renewal are susceptible to harm from Defendants' scheme.

44. On information and belief, Defendants keep computerized records of their customers. Defendants have one or more databases through which a significant majority of Class members may be identified and ascertained, and they maintain contact information, including email and home addresses, through which notice of this action could be disseminated in accordance with due process requirements.

VI. CAUSES OF ACTION

FIRST CAUSE OF ACTION

Unfair Competition, Cal. Bus. & Prof. Code § 17200 *et seq.* against Defendants

45. Plaintiff realleges all of the allegations in prior paragraphs.

46. Plaintiff brings this claim individually, on behalf of the members of the proposed Class, and on behalf of the general public against Defendants for violations of the UCL.

47. The UCL defines unfair business competition to include any "unlawful, unfair or fraudulent" practice, as well as any "unfair, deceptive, untrue or misleading" advertising. Cal. Bus. Prof. Code § 17200. Liability under the UCL attaches when a party engages in unfair, fraudulent, or unlawful practices, regardless of the party's state of mind.

1 Unfair Business Practices

2 48. A business act or practice is unfair under the UCL if it offends an established public
3 policy or is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers,
4 and unfairness is determined by weighing the reasons, justifications, and motives of the practice
5 against the gravity of the harm to the alleged victims.

6 49. Defendants' scheme constitutes an unfair business practice because the scheme
7 misled customers, offended an established public policy of transparency in county of origin, and
8 constituted immoral, unethical, oppressive, and unscrupulous activity that is substantially injurious
9 to consumers.

10 50. The harm to Plaintiff and members of the proposed Class outweighs any rationale for
11 Defendants' practices. There were alternative means of furthering Defendants' legitimate business
12 interests other than deceiving their customers.

13 Fraudulent Business Practices

14 51. A business practice is fraudulent under the UCL if it is likely to deceive consumers.

15 52. Defendants' scheme constitutes a fraudulent business practice because Defendants
16 deceived Plaintiff and members of the proposed Class into purchasing products from Defendants
17 under the false pretense that they were buying products that were made in America.

18 53. Plaintiff and members of the proposed Class relied on Defendants' fraudulent and
19 deceptive representations. These misrepresentations played a substantial role in Plaintiff's and
20 members of the proposed Class's decision to purchase Renewal replacement windows and doors.
21 Plaintiff and members of the proposed Class would not have purchased the products that they did for
22 the price that they paid without Defendants' misrepresentations.

23 Unlawful Business Practices

24 54. A business practice is unlawful under the UCL if it violates any other law or
25 regulation.

26 55. Defendants' false reference pricing scheme violates state and federal law. It violates
27 The FAL, because it is a false advertising scheme. It violates Cal. Bus. & Prof. Code § 17533.7, which
28 makes it "unlawful for any person, firm, corporation, or association to sell or offer for sale in this

1 state any merchandise on which merchandise or on its container there appears the words ‘Made in
 2 U.S.A.,’ ‘Made in America,’ ‘U.S.A.,’ or similar words if the merchandise or any article, unit, or
 3 part thereof, has been entirely or substantially made, manufactured, or produced outside of the
 4 United States.” It violates California Legal Remedies Act (CLRA) § 1770(a)(2), which prohibits
 5 businesses from misrepresenting the “source” of goods or services. It violates Cal. Civ. Code
 6 § 1770(a)(4), which prohibits businesses from “[u]sing deceptive representations or designations of
 7 geographic origin in connection with goods or services.” It violates CLRA § 1770(a)(5), which
 8 prohibits businesses from “representing that goods or services have . . . characteristics . . . that they
 9 do not have.” It violates CLRA § 1770(a)(7), which prohibits businesses from “representing that
 10 goods or services are of a particular standard, quality, or grade . . . if they are another.” It violates
 11 CLRA § 1770(a)(9), which prohibits businesses from “[a]dvertising goods or services with intent not
 12 to sell them as advertised.” It violates CLRA § 1770(a)(16), which prohibits businesses from
 13 “[r]epresenting that the subject of a transaction has been supplied in accordance with a previous
 14 representation when it has not.” It violates 15 U.S.C. § 45(a)(1), which prohibits unfair or deceptive
 15 acts affecting commerce. It violates 15 U.S.C. § 45a, which prohibits businesses from advertising or
 16 selling “a product with a ‘Made in the U.S.A.’ or ‘Made in America’ label, or the equivalent thereof,
 17 in order to represent that such product was in whole or substantial part of domestic origin” unless
 18 the label complies with decisions and orders of the FTC. It violates FTC regulations 16 CFR §§
 19 323.2 and 332.4 that provide that it is an unfair or deceptive act “to label any product as Made in the
 20 United States unless the final assembly or processing of the product occurs in the United States, all
 21 significant processing that goes into the product occurs in the United States, and all or virtually all
 22 ingredients or components of the product are made and sourced in the United States” and define
 23 “Made in the United States” to mean that a product or service or a component thereof is “‘made,’
 24 ‘manufactured,’ ‘built,’ ‘produced,’ ‘created,’ or ‘crafted’ in the United States or in America.”

25 56. Defendants’ unlawful, unfair, and fraudulent business practices have unjustly
 26 enriched Defendants at the expense of Plaintiff and members of the proposed Class.

27 57. Plaintiff and members of the proposed Class are entitled under the UCL to restitution
 28 to Plaintiff and members of the proposed Class to the extent of Defendants’ unjust enrichment as a

1 result of the scheme, or such other amount as the Court may find equitable.

2 58. Plaintiff and members of the proposed Class are also entitled under the UCL to
3 injunctive relief, including public injunctive relief, enjoining Defendants' use of their unlawful,
4 unfair, and scheme in California in the future.

5 **SECOND CAUSE OF ACTION**

6 **False Advertising, Cal. Bus. & Prof. Code § 17500 et seq. against Defendants**

7 59. Plaintiff realleges all of the allegations in prior paragraphs.

8 60. Plaintiff brings this claim individually, on behalf of the members of the proposed
9 Class, and on behalf of the general public against Defendants for violations of the FAL.

10 61. The FAL makes it unlawful for a business that intends to sell a product to falsely
11 advertise that product. Cal. Bus. & Prof. Code § 17500.

12 62. Defendants' false reference pricing scheme violated section 17500, because
13 Defendants' advertisements falsely and misleadingly claimed that their products were "Custom
14 Built in the USA" and "Proudly Made in the US," when in fact neither all nor virtually all of the
15 ingredients or components of their products were made and sourced in the United States.

16 63. Defendants' false advertising misled Plaintiff and members of the proposed Class.

17 64. Defendants' false advertising unjustly enriched Defendants at the expense of Plaintiff
18 and members of the proposed Class.

19 65. Plaintiff and members of the proposed Class are entitled under the FAL to restitution
20 to Plaintiff and members of the proposed Class to the extent of Defendants' unjust enrichment as a
21 result of the scheme, or such other amount as the Court may find equitable.

22 66. Plaintiff and members of the proposed Class are also entitled under the FAL to
23 injunctive relief, including public injunctive relief, enjoining Defendants' use of its unlawful, unfair,
24 and fraudulent scheme in California in the future.

25 **PRAYER FOR RELIEF**

26 Plaintiff, on behalf of himself and the members of the proposed Class, requests that this
27 Court award the following relief against Defendants:

28 a. an order certifying the Class and designating Plaintiff as Class Representative and his

1 counsel as Class Counsel;

2 b. restitution of all unjust enrichment that Defendants obtained from Plaintiff and the
3 Class members as a result of their unlawful, unfair, and fraudulent business practices and their false
4 advertising as described herein;

5 c. public injunctive relief enjoining Defendants from continuing their false reference
6 pricing scheme in California in the future; and

7 d. attorneys' fees and costs.

8
9 Dated: July 14, 2025

WARREN TERZIAN LLP

10
11 

12 Thomas D. Warren

13 *Counsel for Alan Dunn and Proposed Class*
14 *Counsel*