

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MINNESOTA**

MICHAEL KAUFMANN and NATHAN  
BELL on behalf of themselves and others  
similarly situated,

Plaintiffs,

v.

NORDIC WARE, INC.

Defendant.

Case No. 0:25-cv-01379-ECT-DLM

**THIRD AMENDED CLASS ACTION  
COMPLAINT**

**DEMAND FOR JURY TRIAL**

**THIRD AMENDED CLASS ACTION COMPLAINT**

Plaintiffs Michael Kaufmann and Nathan Bell (“Plaintiffs”), by and through their attorneys, make the following allegations pursuant to the investigation of their counsel and based upon information and belief, except as to allegations specifically pertaining to themselves and their counsel, which are based on personal knowledge, against Nordic Ware, Inc. (“Defendant”).

**NATURE OF ACTION**

1. This is a class action lawsuit on behalf of purchasers of Defendant’s Nordic Ware Aluminum Bakeware (the “Products<sup>1</sup>”) in the United States.
2. Defendant manufactures, labels, advertises, markets and sells aluminum bakeware under its “Nordic Ware” label, all directed from Minnesota. Defendant sells the Products throughout the United States, including in the States of New York and Minnesota.
3. Defendant is one of the leading market players in the 3.84 billion dollar bakeware industry. Indeed, in 2019, Defendant’s sales marketing executive vice president Jennifer

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<sup>1</sup>The Products include all aluminum bakeware sold by Defendant that is labeled, packaged, or marketed with claims that the products are “made in the USA,” “Made in America,” or “American Made.”

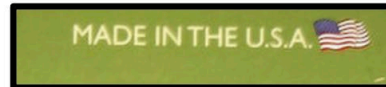
Dalquist, reported that the Defendant had sold more than 72 million bundt pans *alone*. Ms. Dalquist also reported that in 2019 Defendant’s bundt pans were so popular they simply couldn’t “keep them in stock.” Further, as of 2019, bundt pans were only 20% of Defendant’s business. In fact, in February 2019 Ms. Dalquist disclosed that Defendant sold 10 times more in cookie sheets alone. According to Ms. Dalquist, “the math on that,” is “a pan every couple seconds being sold somewhere in the world.”

4. Moreover, Defendant’s 2019 sales are a mere drop in the bucket. The following year, during the COVID-19 pandemic, Defendant saw an increase in sales of “around 400%.”

5. Defendant advertises, markets, and sells the Products as products that are “made in the USA,” “made in America,” or “American made” (collectively the “USA Representations”), along with a prominent image of the flag of the United States of America:







6. Defendant even goes so far as to stamp the actual pans with an impression that states the Products are “Made in the USA”:



7. Defendant features the USA Representations on online listings for the products:

**Nordic Ware Naturals Half Sheet - USA Made Aluminum Sheet Pan, 2-Pack**  
 Visit the Nordic Ware Store  
 4.7 ★★★★★ (40,562)  
 7K+ bought in past month

**\$27.99** (\$14.00 / Count)  
 ✓prime One-Day  
 FREE Returns

Save up to 10% with business pricing. Sign up for a free Amazon Business account  
 Rewards await with Amazon Visa. [Unlock a \\$60 Amazon Gift Card on approval for Amazon Visa, plus get 3% back on your Amazon purchases.](#)

May be available at a lower price from [other sellers](#), potentially without free Prime shipping.

Style: **Half Sheet**

<b>Half Sheet</b> \$27.99 (\$14.00 / Count) FREE Delivery Tomorrow 10 AM - 3 PM	<b>3-Piece Pan Set</b> \$36.56 FREE Delivery Tomorrow 10 AM - 3 PM	<b>Two Half Sheets wit...</b> \$29.99 (\$10.00 / Count) FREE Delivery Wednesday	<b>Two Half Sheets wit...</b> \$29.99 FREE Delivery Wednesday
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Roll over image to zoom in

**Nordic Ware**  
 SINCE 1946

BUNDT'S® > BAKEWARE > COOKWARE > ACCESSORIES > MICROWAVE > SALE > Q

**Naturals® Baker's Half Sheet Pan**  
**\$18.00**  
 ★★★★★ 60  
 read reviews (62) | write a review

Voted "Best Baking Sheet," the Baker's Half Sheet is an essential tool in the kitchen you will use in many different ways. From sheet pan dinners and baked goods to food prep, our top-rated Naturals® Bakeware collection is made of pure aluminum for superior heat conductivity and produces consistently evenly browned baked goods every time. These premium pans have lifetime durability and will never rust. Encapsulated galvanized steel rims prevent warping. Creativity meets natural aluminum sustainability.

SKU: 43100

AMERICAN MADE FAMILY OWNED

8. Defendant’s CEO, David Dalquist has admitted that consumers will pay a “premium for U.S.-made products” and that Defendant has found that consumers are willing to pay approximately a 10 percent premium for an American-made product versus an import.

9. Problematically for consumers, the USA Representations are false and misleading because all, or virtually all of the aluminum and bauxite used to make the Products is obtained outside of the United States, and all of the transformation of bauxite into alumina and the transformation of alumina into aluminum occurred in Canada.

10. Plaintiffs bring this action individually, and on behalf of all similarly situated individuals who purchased the falsely and deceptively labeled Products for violations of Minnesota Statute §§ 325F.67, *et. seq.* and 325F.68, *et seq.*, New York General Business Law §§ 349 and 350, Mass. Gen. Laws Ch. 93A, breach of express warranty, and fraud.

### **PARTIES**

11. Plaintiff Michael Kaufmann is a citizen and resident of New York, New York who has an intent to remain there, and is therefore a domiciliary of New York. On November 28, 2023, Plaintiff purchased a two pack of Nordic Ware Naturals Aluminum Quarter Sheet Pans from Amazon.com for \$21.52. That same day, Plaintiff also purchased a two pack of Nordic Ware Natural Aluminum Commercial Baker's Half Sheet Pans from Amazon.com for \$21.99. Prior to his purchase of the Products, Plaintiff reviewed the product's labeling and packaging and saw that his Products were labeled and marketed as being "made in the USA." In purchasing the Product, Plaintiff relied on Defendant's representations that the Products were "made in the USA." Plaintiff saw these representations prior to, and at the time of purchase, and understood them as representations and warranties that his Products were "made in the USA" and that all, or virtually all, of the components in the Products were sourced from the USA. Plaintiff relied on these representations and warranties in deciding to purchase his Products. Accordingly, those representations and warranties were part of the basis of the bargain, in that he would not have purchased his Products on the same terms had he known those representations were not true. In making his purchase, Plaintiff paid a price premium for Products that were "made in the USA" of at least 10%. In other words, he paid a price premium of at least \$2.15 for his quarter sheet pans and at least \$2.20 for his half sheet pans. Had Plaintiff known that the "made in the USA"

claim was false and misleading, Plaintiff would not have purchased the Products, or would have paid substantially less for the Products.

12. Plaintiff Nathan Bell is a citizen and resident of Nahant, Massachusetts who has an intent to remain there, and is therefore a domiciliary of Massachusetts. On June 29, 2025, Plaintiff purchased a two pack of Nordic Ware Naturals Aluminum Half Sheet Pans from Amazon.com for \$39.99. Prior to his purchase of the Products, Plaintiff reviewed the Product's labeling and packaging and saw that his Products were labeled and marketed as being "made in the USA." In purchasing the Products, Plaintiff relied on Defendant's representations that the Products were "made in the USA." Plaintiff saw these representations prior to, and at the time of purchase, and understood them as representations and warranties that his Products were "made in the USA" and that all, or virtually all, of the components in the Products were sourced from the USA. Plaintiff relied on these representations and warranties in deciding to purchase his Products. Accordingly, those representations and warranties were part of the basis of the bargain, in that he would not have purchased his Products on the same terms had he known those representations were not true. In making his purchase, Plaintiff paid a price premium for Products that were "made in the USA" of at least 10%. In other words, he paid a price premium of at least \$3.99 for his half sheet pans. Had Plaintiff known that the "made in the USA" claim was false and misleading, Plaintiff would not have purchased the Products, or would have paid substantially less for the Products.

13. Defendant Nordic Ware, Inc. is a Minnesota corporation with its principal place of business at 5005 County Road 25, St. Louis Park, Minnesota 55416. Defendant markets, sells, and distributes the Products throughout the United States, including in the State of New York. Defendant marketed and sold the Products during the class period.

**JURISDICTION AND VENUE**

14. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2)(a) because: (1) this case is a class action where the aggregate claims of all members of the proposed class are in excess of \$5,000,000.00 exclusive of interest and costs; (2) there are over 100 members of the putative class; and (3) there is minimal diversity, because at least one class member is a citizen of a state different than Defendant and, because Plaintiffs are citizens of New York and Massachusetts, while Defendant is a Minnesota corporation with its principal place of business in Minnesota.

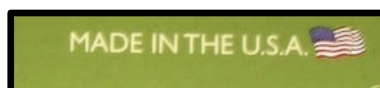
15. This Court has personal jurisdiction over Defendant pursuant to 18 U.S.C. §§ 1965(b) and (d) because Defendant maintains its principal place of business in, and is thus a resident of, this State, maintains minimum contacts with the United States and this State and intentionally avails itself of the laws of the United States and this State by conducting a substantial amount of business in Minnesota.

16. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because Defendant resides in this District.

**FACTUAL ALLEGATIONS**

**A. Defendant Misrepresents the Products are “Made in the USA”**

17. Defendant falsely and misleadingly labels its Products, as depicted above (*supra* ¶¶ 5-7) and below, as being “made in the USA.”





18. Defendant is well aware that the USA Representations are material to an ordinary and reasonable consumer in deciding what products to purchase and deciding to pay more to purchase Defendant's products compared to similar products not bearing the USA Representation claims. The USA Representations on the Products' packaging, labeling, advertising, and marketing are conspicuous and designed to grab the consumer's attention using color versions of the United States flag to drive home the origin claims. The Products prominently make the USA Representations on the front label, packaging, and on the physical products.

19. In this way, Defendant's carefully designed its labels, advertising, packaging, and products, including the placement of the USA representation, to perpetuate the false notion that the Products are in fact "made in the USA." Defendant intends that ordinary and reasonable consumers viewing the Products will read the claim, understand the claim, and rely on the claim to make purchasing decisions.

**B. "Made in USA" Labeling**

20. Traditionally, the Federal Trade Commission ("FTC") has required that products marketed and advertised as "Made in the USA" be "all or virtually all" made in the United States.

21. In 1996, the FTC published its Enforcement Policy Statement on U.S. Origin Claims to guide marketers that wanted to make an unqualified “Made in the USA” claim under the “all or virtually all” standard as well as those who wanted to make a qualified “Made in the USA claim.”

22. In 2021, the FTC formally enacted the rule on Made in USA Labeling (the “Labeling Rule”). Under 16 C.F.R. § 323, “Made in the United States” means:

any representation, express or implied, that a product or service, or a specified component thereof, 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.

16 C.F.R. § 323(a).

23. Per the FTC, examples of express “Made in USA” claims include, but are not limited to, “Made in USA,” “Our products are American-made,” “USA,” “Manufactured in USA,” or “Built in USA.”

24. Examples of implied claims include, but are not limited to, US. Symbols or geographic references like U.S. flags, U.S. maps, or references to U.S. locations of headquarters or factories.

25. The Labeling Rule codified the “all or virtually all” standard for “Made in USA” claims on products:

it is an unfair or deceptive act or practice within the meaning of section 5(a)(1) of the Federal Trade Commission Act, 15 U.S.C. 45(a)(1), to label 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.

16 C.F.R. § 323.2.

26. The FTC has also clarified that “all or virtually all” means that the product should contain no – or negligible – foreign content.

27. The FTC has gone on to give examples of deceptive conduct arising from the foreign content in products with “Made in USA” claims, including but not limited to the following:

**Example 1:** A company produces watches at a plant in Nevada using mostly U.S. parts and labor. All watches include movements, which are the parts that allow the watch to keep time. The company uses inexpensive Swiss movements in its watches. Movements account for a small proportion of the costs to make the company’s watches, but without the movements, the watches can’t tell time. Because movements are essential to the watches’ function, an unqualified Made in USA claim is likely deceptive.

**Example 2:** A table lamp is assembled in the U.S. from American-made brass, an American-made Tiffany-style lampshade, and an imported base. The base accounts for a small percent of the total cost of making the lamp. An unqualified Made in USA claim is deceptive for two reasons: The base is not far enough removed in the manufacturing process from the finished product to be of little consequence and it’s a significant part of the final product.

28. Raw materials and components are also included in the “all or virtually all” analysis. The FTC has provided the following example to guide marketers:

**Example 3:** If the gold in a gold ring is imported, an unqualified Made in USA claim for the ring is deceptive. That’s because of the significant value the gold is likely to represent relative to the finished product, and because the gold — an integral component — is only one step back from the finished article. By contrast, consider the plastic in the plastic case of a clock radio otherwise made in the U.S. of U.S.-made components. If the plastic case was made from imported petroleum, a Made in USA claim is likely to be appropriate because the petroleum is far enough removed from the finished product, and is an insignificant part of it as well.

**C. Reasonable Consumers are Misled by the USA Representations**

29. The USA Representations lead reasonable consumers, like Plaintiff, into believing the Products are “made in the USA” and “made in America.” More, specifically, reasonable and ordinary consumers interpret the USA Representations to mean that all parts of a product, including any natural resources it contains, originated in the United States.

30. The USA Representations are material to ordinary and reasonable consumers. Indeed, in 2020 when the FTC conducted a workshop and called for public comment on Made in the USA labeling, one comment noted that Consumer Reports testing found that 80% of consumers prefer to buy American products. Similarly, another comment reported that 2018 testing found that 92% of survey respondents had a favorable view of manufactured goods in America.

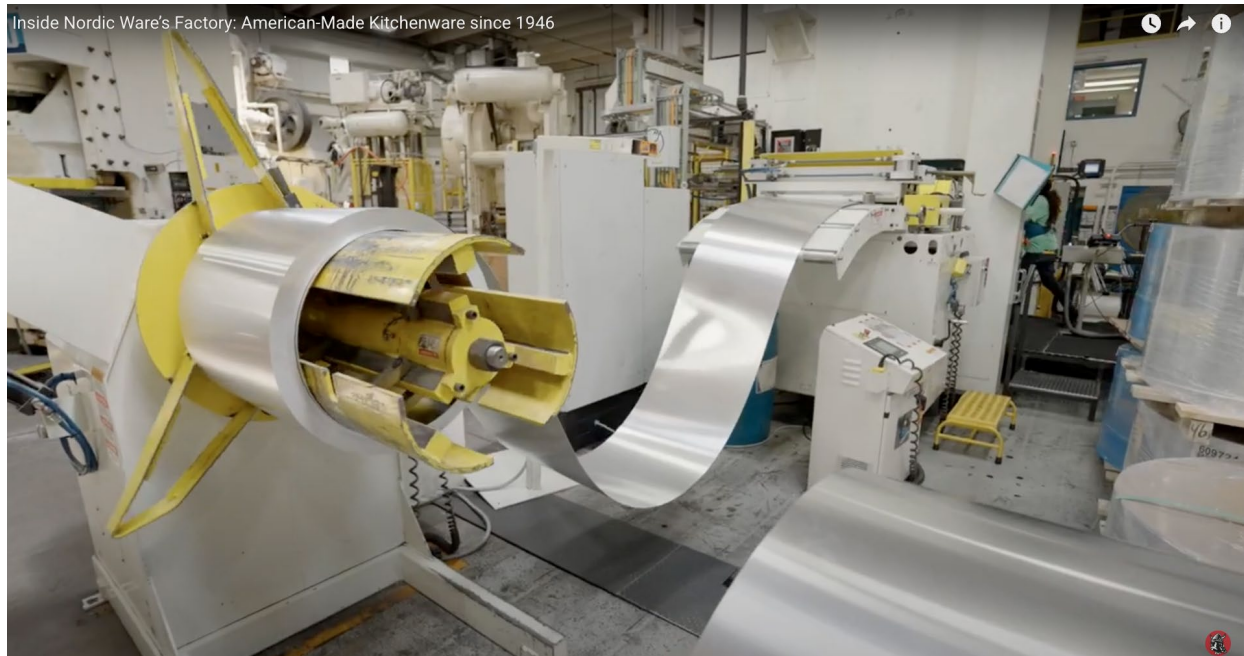
31. Moreover, as discussed above, Defendant’s CEO has admitted that consumers will pay a “premium for U.S.-made products” and that consumers are willing to pay approximately a 10 percent premium for an American-made product versus an import.

32. Similarly, Mr. Dalquist has admitted that Nordic Ware “cater[s] to the people that appreciate American-made products[,]” and “[t]hat’s who buys Nordic Ware.”

33. But Nordic Ware’s USA Representations are false. Indeed, Mr. Dalquist has admitted the aluminum in the Products is originally sourced from Canada and that Nordic Ware has been facing higher costs for aluminum as a result. According to its attorneys, it is Nordic Ware’s understanding that the aluminum is imported into the United States from Canada in the form of aluminum ingots which are processed into aluminum coil in factories located in Wisconsin and Pennsylvania. An exemplar of aluminum ingots is below:



34. Photos of the aluminum coils in use at Defendant's factory are below:



35. Further, in or around March of 2025 following a surge in litigation relating to Made in USA labeling, Defendant began to revise its online labeling and marketing. Defendant has not revised labels and marketing for Products available in retail stores. The new online

labeling and marketing features a qualified claim stating that the Products are “made in America with domestic and imported materials”, as shown below:



**Naturals® Baker's Half Sheet Pan Set of 2**

\$29.99

★★★★★ 56  
read reviews (57) | write a review

Our top-rated Naturals® Bakeware collection is made of pure aluminum for superior heat conductivity and produces consistently evenly browned baked goods every time. These premium pans have lifetime durability and will never rust. Encapsulated galvanized steel rims prevent warping. Creativity meets natural aluminum sustainability. Voted "Best Baking Sheet," the Baker's Half Sheet is an essential tool in the kitchen you will use in many different ways, from sheet pan dinners to baked goods to food prep. The set includes two half sheets!

SKU: 43180

MADE IN AMERICA  
WITH DOMESTIC AND IMPORTED MATERIALS

36. Aluminum is a fundamental component of Defendant’s bakeware because it is lighter and transmits heat more evenly than other materials used for bakeware. Indeed, Defendant’s founder, H. David Alquist specifically designed the Products out of aluminum because of these characteristics.

37. That the aluminum is sourced internationally is no surprise because the raw material for aluminum is bauxite, the only commercial ore of aluminum.

38. The largest suppliers of bauxite for aluminum include Australia, Guinee, India, Brazil, and Jamaica.

39. In contrast, none of the bauxite mined in the U.S. has been used for aluminum since approximately 1981.

40. Indeed, in 2023, only a limited amount of bauxite was produced for non-metallurgical use in Alabama, Arkansas, and Georgia. U.S.-mined bauxite is used for abrasives,

high-temperature refractory materials, and as a high-strength proppant for hydraulic fracturing of oils and gas wells.

41. Moreover, the Atlantic Alumina Company LLC (“Atalco”) owns the last operating alumina refinery in the United States. While the refinery is located in Gramercy, Louisiana, the bauxite it refines is mined from Atalco mines located in Jamaica.

42. Given the foregoing, it is virtually impossible to source U.S.-mined bauxite and U.S.-made aluminum in the United States. As such, the aluminum used in Defendant’s products necessarily must be sourced from foreign nations. Canada is a logical source because it is the world’s fourth-largest primary aluminum producer, following China, India, and Russia. Bauxite is not mined domestically in Canada, and Canadian refineries rely on imported bauxite to support their aluminum production. Moreover, Canadian aluminum is easily accessible to Defendant because Canada and the United States share a border. As a result, Canadian aluminum would have lower transportation time and costs.

43. Without aluminum (and bauxite) sourced from outside the United States, Defendant would not be able to manufacture its Products, all of which are aluminum based. First, as described above, all – or virtually all – of the bauxite ore used to create aluminum is sourced from outside of the United States. Second, Defendant has admitted that its aluminum is sourced from Canada, meaning that all, or virtually all, of the aluminum in the products is sourced from outside the United States, rendering the USA Representations false and misleading.

### **CLASS ALLEGATIONS**

44. **Class Definition.** Plaintiffs seek to represent a class defined as all persons in the United States who purchased Products with unqualified USA Representations within the applicable statute of limitations (the “Class”). Excluded from the Class are governmental

entities, Defendant, Defendant's affiliates, parents, subsidiaries, employees, officers, directors, and co-conspirators, and anyone who purchased the Products for resale. Also excluded is any judicial officer presiding over this matter and the members of their immediate families and judicial staff.

45. **Subclass Definitions.**

a. **Multistate Breach of Express Warranty Subclass.** Plaintiff Kaufmann also seeks to represent a subclass consisting of Class members who purchased Products with unqualified USA Representations in the states of Alaska, California, Colorado, Delaware, Iowa, Kansas, Maine, Minnesota, Missouri, Nebraska, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Texas, Utah, Vermont, Virginia, Washington, West Virginia, and Wyoming within the applicable statute of limitations.

b. **Massachusetts Subclass.** Plaintiff Bell also seeks to represent a subclass consisting of Class members who purchased Products with unqualified USA Representations in Massachusetts within the applicable statute of limitations.

c. **New York Subclass.** Plaintiff Kaufmann also seeks to represent a subclass consisting of Class members who purchased Products with unqualified USA Representations in New York within the applicable statute of limitations.

46. Subject to additional information obtained through further investigation and discovery, the foregoing definition of the Class and Subclasses may be expanded or narrowed by amendment or amended complaint.

47. **Numerosity.** The members of the Class and Subclasses are geographically dispersed throughout the United States and are so numerous that individual joinder is impracticable. Upon information and belief, Plaintiffs reasonably estimate that there are

thousands of members in the Class and Subclasses. Although the precise number of Class members is unknown to Plaintiffs, the true number of Class members is known by Defendant and may be determined through discovery. Class members may be notified of the pendency of this action by mail and/or publication through the distribution records of Defendant and third-party retailers and vendors.

**48. Existence and Predominance of Common Questions of Law and Fact.**

Common questions of law and fact exist as to all members of the Class and Subclasses and predominate over any questions affecting only individual Class members. These common legal and factual questions include, but are not limited to:

- a. whether Defendant's labeling, marketing, and promotion of the Products is false and misleading;
- b. whether Defendant's conduct was unfair and/or deceptive; and
- c. whether Plaintiffs and the Classes have sustained damages with respect to the claims asserted, and if so, the proper measure of their damages.

49. With respect to the Massachusetts Subclass, additional question of law and fact common to the members that predominate over questions that may affect individual members include whether Defendant violated Mass. Gen Laws Ch. 93A.

50. With respect to the New York Subclass, additional question of law and fact common to the members that predominate over questions that may affect individual members include whether Defendant violated GBL §§ 349 and 350.

51. **Typicality.** The claims of the named Plaintiffs are typical of the claims of other members of the Class in that the named Plaintiffs were exposed to Defendant's false and misleading marketing, purchased the Products, and suffered a loss as a result of that purchase.

52. **Adequacy of Representation.** Plaintiffs are adequate representatives of the Class and Subclasses because their interests do not conflict with the interests of the Class members they seek to represent, they have retained competent counsel that is highly experienced in complex consumer class action litigation, and Plaintiffs intend to vigorously prosecute this action on behalf of the Class and Subclasses. Furthermore, Plaintiffs have no interests that are antagonistic to those of the Class or Subclasses.

53. **Superiority.** A class action is superior to all other available means for the fair and efficient adjudication of this controversy. The damages or other financial detriment suffered by individual Class and Subclass members are relatively small compared to the burden and expense of individual litigation of their claims against Defendant. It would, thus, be virtually impossible for the Class or Subclass on an individual basis, to obtain effective redress for the wrongs committed against them. Furthermore, even if Class or Subclass members could afford such individualized litigation, the court system could not. Individualized litigation would create the danger of inconsistent or contradictory judgments arising from the same set of facts. Individualized litigation would also increase the delay and expense to all parties and the court system from the issues raised by this action. By contrast, the class action device provides the benefits of adjudication of these issues in a single proceeding, economies of scale, and comprehensive supervision by a single court, and presents no unusual management difficulties under the circumstances.

**CAUSES OF ACTION**

**COUNT I**

**Violation of the Minnesota Prevention of  
Consumer Fraud Act (Minn. Stat. § 325F.68, *et seq.*)  
(On behalf of the Class)**

54. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs of this complaint.

55. Defendant is a citizen of the State of Minnesota.

56. Minnesota's Private Attorney General Statute (Minn. Stat. § 8.31, subd. 3a) allows Plaintiffs and the Class to bring a claim under Minn. Stat. § 325F.69.

57. The Minnesota Prevention of Consumer Fraud Act prohibits “[t]he act, use, or employment by any person of any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely therein in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby. . .” Minn. Stat. § 325F.69(1). Defendant advertised and represented to Plaintiffs and members of the Class that the Products possessed certain qualities and characteristics, including but not limited to the USA Representations, when in fact all or virtually all of the bauxite and aluminum used to make the Products is obtained outside of the United States, and all of the making, manufacturing, and or production of the aluminum in the Products takes place outside of the United States, including all of the transformation of bauxite into alumina and the transformation of alumina into aluminum.

58. Other states across the Country have enacted substantially similar consumer protection statutes which require the same or similar showings of proof, and which prevent the unlawful conduct described herein. <sup>2</sup>

59. Defendant's made advertisements and representations to Plaintiffs and the Class that the Products were "made in the USA," when in fact all or virtually all of the bauxite and aluminum used to make the Products is obtained outside of the United States, and all of the making, manufacturing, and or production of the aluminum in the Products takes place outside of the United States, including all of the transformation of bauxite into alumina and the transformation of alumina into aluminum.

60. Defendant states that the Products purchased are "made in the USA."

61. Defendant intended for Plaintiffs and the Class to rely upon, and accept as true, the representations and omissions with respect to the USA Representations.

62. Defendant's representations and omissions with respect to USA Representations were made in connection with the sale of the Products to Plaintiffs and the Class.

63. Defendant intentionally and/or knowingly misrepresented that the Products were "made in the USA" to Plaintiffs and the Class.

64. Defendant's unfair or deceptive acts or practices were likely to deceive reasonable

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<sup>2</sup> See Alaska Stat. § 45.50.471, *et seq.*, Ark. Code § 4-88-101, *et seq.*, Colo. Rev. Stat. § 6-1-105, *et seq.*, Conn. Gen. Stat. § 42-110b, *et seq.*, 6 Del. Code § 2511, *et seq.*, D.C. Code § 28-3901, *et seq.*, Fla. Stat. § 501.201, *et seq.*, Ga. Code Ann. § 10-1-393, *et seq.* and Ga. Code Ann. § 10-1-370 *et seq.*, Haw. Rev. Stat. § 480, *et seq.*, Idaho Code § 48-601, *et seq.*, 815 ILCS § 505/1, *et seq.*, Kan. Stat. § 50-623, *et seq.*, Ky. Rev. Stat. § 367.110, *et seq.*, La. Rev. Stat. § 51:1401, *et seq.*, M.G.L. c. 93A, *et seq.*, Me. Rev. Stat. Ann. tit. 5, § 205-A, *et seq.*, Md. Com. Law Code § 13-101, *et seq.*, Mich. Stat. § 445.901, *et seq.*, Missouri Stat. § 407.010, *et seq.*, Neb. Rev. Stat. §§ 59-1601, *et seq.*, Nev. Rev. Stat. § 598.0903, *et seq.*, N.H. Rev. Stat. § 358-A:1, *et seq.*, N.J. Rev. Stat. § 56:8-1, *et seq.*, N.M. Stat. § 57-12-1, *et seq.*, N.Y. Gen. Bus. Law § 349 *et seq.*, N.D. Cent. Code § 51-15-01, *et seq.*, Ohio Rev. Code Sec. 4165.01 *et seq.*, Okla. Stat. 15 § 751, *et seq.*, Or. Rev. Stat. § 646.605, *et seq.*, R.I. Gen. Laws. § 6-13.1-1, *et seq.*, S.C. Code Laws § 39-5-10, *et seq.*, S.D. Code Laws § 37-24-1, *et seq.*, Tex. Bus. & Com. Code § 17.45, *et seq.*, 9 Vt. § 2451, *et seq.*, Va. Code § 59.1-196, *et seq.*, Wash. Rev. Code. § 19.86.010, *et seq.*, W. Va. Code § 46A-6-101, *et seq.*, Wis. Stat. Ann. § 100.18, *et seq.*

consumers that the Products were “made in the USA,” when in fact all or virtually all of the bauxite and aluminum used to make the Products is obtained outside of the United States, and all of the making, manufacturing, and or production of the aluminum in the Products takes place outside of the United States, including all of the transformation of bauxite into alumina and the transformation of alumina into aluminum.

65. Plaintiffs and the Class relied upon, and were in fact deceived by, Defendant’s USA Representations in deciding to purchase the Products over similar products offered by competitors.

66. Plaintiffs and the Class were injured in fact and suffered actual damages as a result of their reliance on Defendant’s representations and omissions with respect to the USA Representations. Defendant’s wrongful conduct was the direct and proximate cause of the injuries to Plaintiffs and the Class. Because of Defendant’s fraudulent conduct, the value of the Products has been greatly diminished.

67. Had Plaintiffs and the Class been aware the USA Representations were false, Plaintiffs and the Class would have either paid less for their Products or would not have purchased them at all. Plaintiffs and the Class did not receive the benefit of their bargain as a result of Defendant’s misconduct.

68. Pursuant to Minn. Stat. § 8.31, subd. 3a, Plaintiffs and the Class seek actual damages, attorneys’ fees, and any other just and proper relief available under the Minnesota Prevention of Consumer Fraud Act.

**COUNT II**  
**False Advertising**  
**(Minn. Stat. § 325F.67, *et seq.*)**  
**(On behalf of the Class)**

69. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs of this complaint.

70. Minnesota’s False Statement in Advertising Act (“FSAA”), Minn. Stat. § 325F.67, provides a cause of action to “any person, firm, corporation, or association” who purchases goods or services through advertising which “contains any material assertion, representation, or statement of fact which is untrue, deceptive, or misleading.” Consumer protection laws of other states make similar conduct unlawful.

71. Where, as here, Plaintiffs’ claims inure to the public benefit, Minnesota’s Private-Attorney General Statute, Minn. Stat. § 8.31, subd. 3a, allows individuals who have been injured through a violation of the FSAA to bring a civil action and recover damages, together with costs and disbursements, including reasonable attorney’s fees.

72. By engaging in the conduct herein, Defendant violated and continue to violate Minn. Stat. § 325F.67 and the similar laws of other states.

73. Defendant’s misrepresentations, knowing omissions, and use of other sharp business practices include, by way of example:

- a. Defendant’s fraudulent, misleading, and deceptive statements relating to the true quality and characteristics of the Products;
- b. Defendant’s fraud and misrepresentations by omission with respect to information about the USA Representation and Defendant’s knowledge of the falsity of those representations;
- c. Defendant’s concealment of the true nature of the Products and the origin of the Products’ components; and
- d. Defendant’s omission that the Products were not “made in the USA,” because all or virtually all of the bauxite and aluminum used to make the

Products is obtained outside of the United States, and all of the making, manufacturing, and or production of the aluminum in the Products takes place outside of the United States, including all of the transformation of bauxite into alumina and the transformation of alumina into aluminum.

74. As a result of Defendant's conduct, Plaintiffs and those similarly situated have suffered actual damages in that they have purchased Products that were deceptively sold as "made in the USA" and worth less than the price they paid. There is an association between Defendant's acts and omissions as alleged herein and the damages suffered by Plaintiffs and those similarly situated.

75. As a result of Defendant's untrue, deceptive, and misleading assertions and representations about the Products, Plaintiffs and the Class have suffered damages because they would have either paid less for their Products or would not have purchased them at all had they known the Products were not "made in the USA." Plaintiffs and the Class did not receive the benefit of their bargain as a result of Defendant's misconduct.

76. Defendant has similarly violated the consumer-protection statutes of the various states.

77. Pursuant to Minn. Stat. § 8.31, subd. 3a, Plaintiffs and the Class seek actual damages, attorneys' fees, and any other just and proper relief available under the Minnesota Prevention of Consumer Fraud Act.

**COUNT III**  
**Violation of New York's Gen. Bus. Law § 349**  
**(On Behalf of the New York Subclass)**

78. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs of this complaint.

79. Plaintiff Kaufmann brings this claim individually and on behalf of the members of the proposed New York Subclass against Defendant.

80. Defendant committed deceptive acts and practices by employing false, misleading, and deceptive representations and/or omissions about the place of origin of the Products to mislead consumers into believing the Products are “made in the USA.”

81. Plaintiff Kaufmann has standing to pursue this claim because he has suffered an injury-in-fact and has lost money or property as a result of Defendant’s deceptive acts and practices. Specifically, Plaintiff purchased the Products for his own personal use. In doing so, Plaintiff relied upon Defendant’s false, misleading, and deceptive representation that the Products were “made in the USA.” Plaintiff spent money in the transaction that he otherwise would not have spent had he known the truth about Defendant’s advertising claims.

82. Defendant’s deceptive acts and practices were directed at consumers.

83. Defendant’s deceptive acts and practices are misleading in a material way because they violate consumers’ reasonable expectations. Defendant knew consumers would purchase the Products and/or pay more for them under the false – but reasonable – belief that the Products were “made in the USA,” when in fact all or virtually all of the bauxite and aluminum used to make the Products is obtained outside of the United States, and all of the making, manufacturing, and or production of the aluminum in the Products takes place outside of the United States, including all of the transformation of bauxite into alumina and the transformation of alumina into aluminum.

84. By advertising so prominently that the Products were “made in the USA,” Defendant proves that information about the place of origin for the Products is material to consumers. If such information was not material, Defendant would not feature it prominently in the marketing, labeling, and advertising of the Products. As a result of its deceptive acts and practices, Defendant has sold thousands, if not millions, of Products to unsuspecting consumers

across New York. If Defendant has advertised its Products truthfully and in a non-misleading fashion, Plaintiff and other members of the New York Subclass would not have purchased them or would not have paid as much as they did for them.

85. As a direct and proximate result of Defendant's false, misleading, and deceptive misrepresentations and/or omissions, Plaintiff Kaufmann and members of the New York Subclass were injured in that they: (1) paid money for Products that were not what Defendant represented; (2) were deprived of the benefit of the bargain because the Products they purchased were different than Defendant advertised; and (3) were deprived of the benefit of the bargain because the Products they purchased had less value than Defendant represented. Had Defendant not breached the express warranty by making the false representations alleged herein. Plaintiff Kaufmann and Class and New York Subclass Members would not have purchased the Products or would not have paid as much as they did for them.

**COUNT IV**  
**Violation of New York's Gen. Bus. Law § 350**  
**(On Behalf of the New York Subclass)**

86. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs of this complaint.

87. Plaintiff Kaufmann brings this claim individually and on behalf of the members of the proposed New York Subclass against Defendant.

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

89. On behalf of himself and other members of the New York Subclass, Plaintiff Kaufmann seeks to recover his actual damages or fifty (50) dollars, whichever is greater, three

times actual damages, and reasonable attorney's fees.

90. The foregoing advertising was directed at consumers and was likely to mislead a reasonable consumer acting reasonably under the circumstances.

91. These misrepresentations have resulted in consumer injury or harm to the public interest.

92. As a result of Defendant's misrepresentations, Plaintiff Kaufmann and members of the New York Subclass have suffered economic injury because they would not have purchased the Products, or would have paid substantially less for the Products, if they had known that the Products were not "made in the USA."

93. On behalf of himself and other members of the New York Subclass, Plaintiff Kaufmann seeks to recover his actual damages or five hundred dollars, whichever is greater, three times actual damages, and reasonable attorney's fees.

**COUNT V**  
**Breach of Express Warranty**  
**(On Behalf of the Class, Multi-State Warranty Subclass,**  
**and New York Subclass)**

94. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs of this complaint.

95. Plaintiff Kaufmann brings this claim individually and on behalf of the members of the proposed Class, Multi-State Warranty Subclass, and New York Subclass against Defendant.

96. As the designer, manufacturer, marketer, distributor, and/or seller of the Product, Defendant issued an express warranty by representing to consumers at the point of purchase that the Products was "made in the USA."

97. Defendant's representations were part of the description of the Products and the bargain upon which the Products were offered for sale and purchased by Plaintiff and Class Members who reasonably relied on those representations.

98. In fact, the Products do not conform to the above-referenced representation because, as alleged in detail above, all or virtually all of the bauxite and aluminum used to make the Products is obtained outside of the United States, and all of the making, manufacturing, and or production of the aluminum in the Products takes place outside of the United States, including all of the transformation of bauxite into alumina and the transformation of alumina into aluminum. Thus, the warranty was breached.

99. On April 2, 2025, prior to the filing of this Complaint, Plaintiff's counsel sent Defendant warranty notice letters that complied in all respects with U.C.C. 2-607. The letter provided notice of breach of express warranty. The letter was sent via certified mail with return receipt to Defendant advising Defendant that it was in violation of the U.C.C. 2-607 and state consumer protection laws and demanding that it cease and desist from such violations and make full restitution by refunding the monies received therefrom. The letter stated that it was sent on behalf of Plaintiff Kaufmann and all other similarly situated purchasers.

100. As a direct and proximate results of Defendant's breach, Plaintiff Kaufmann and Class Members were injured because they: (1) paid money for Products that were not as Defendant represented; (2) were deprived of the benefit of the bargain because the Products they purchased were different than Defendant advertised; and (3) were deprived of the benefit of the bargain because the Products they purchased had less value than Defendant represented. Had Defendant not breached the express warranty by making the false USA Representations alleged herein, Plaintiff Kaufmann and Class Members would not have purchased the Products or would not have paid as much as they did for them.

101. Plaintiff Kaufmann seeks all available relief under this cause of action.

**COUNT VI**  
**Fraud**

**(On Behalf of the Class, Massachusetts Subclass,  
and New York Subclass)**

102. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs of this complaint.

103. Plaintiffs brings this claim individually and on behalf of the members of the proposed Class. Plaintiff Kaufmann also brings this claim on behalf of the New York Subclass against Defendant. Plaintiff Bell also brings this claim on behalf of the Massachusetts Subclass.

104. As discussed above, Defendant provided Plaintiffs and Class and Subclass members with false or misleading material information about the Products, including but not limited to the fact that the Products were “made in the USA.”

105. These misrepresentations were made with knowledge of their falsehood.

106. The misrepresentations made by Defendant, upon which Plaintiffs and Class and Subclass members reasonably and justifiably relied, were intended to induce, and actually induced Plaintiffs and Class and Subclass members to purchase the Product.

107. The fraudulent actions of Defendant caused damage to Plaintiffs and Class and Subclass members, who are entitled to damages and other legal and equitable relief as a result.

**COUNT VII**  
**Violation of Massachusetts Gen. Laws Ch. 93A, § 2**  
**(On Behalf of the Massachusetts Subclass)**

108. Plaintiffs incorporate by reference the allegations contained in all preceding paragraphs of this complaint.

109. Plaintiff Bell brings this claim individually and on behalf of the members of the proposed Massachusetts Subclass against Defendant.

110. Massachusetts law prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce.” Mass. Gen. Laws Ch. 93a, § 2.

111. Plaintiff Bell, members of the Massachusetts Subclass, and Defendant are “persons” within the meaning of Mass. Gen. Laws Ch. 93a, § 1(a).

112. Defendant is engaged in “trade” or “commerce,” within the meaning of Mass. Gen. Laws Ch. 93A, § 2.

113. The Products constitute property under Mass. Gen. Laws Ch. 93A.

114. Defendant engaged in one or more of the following unfair or deceptive acts or practices as prohibited by Mass. Gen. Laws Ch. 93A, § 2:

- a. Misrepresenting the approval or certification of goods;
- b. Representing that goods have sponsorship, approval, characteristics, uses, benefits, or quantities which they do not have;
- c. Representing that goods are of a particular standard, quality, or grade, if they are of another;
- d. Using deceptive representations or designations of geographic origin in connection with goods or services;
- e. Advertising goods with intent not to sell them as advertised;
- f. Engaging in other conduct which created a likelihood of confusion or of misunderstanding;
- g. Using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression, or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the advertisement and sale of the Products, whether or not any person has in fact

been misled, deceived or damaged thereby; and

h. Representing that goods have been supplied in accordance with a previous representation when they have not been.

115. Defendant's acts and omissions are unfair in that they (1) offend public policy; (2) are immoral, unethical, oppressive, or unscrupulous; and (3) cause substantial injury to consumers. Defendant has, through knowing, intentional, material omissions, sold mislabeled Products.

116. Defendant's acts and omissions are also unfair in that they cause substantial injury to consumers far in excess of any conceivable benefit; and are injuries of a nature that they could not have been reasonably avoided by consumers.

117. Defendant was provided with pre-suit notice, although Defendant is not a Massachusetts-based company and holds no property in Massachusetts.

118. Defendant's foregoing unfair methods of competition and unfair or deceptive acts or practices, including its omissions, were and are committed in its course of trade or commerce, directed at consumers, affect the public interest, and injured Plaintiff and Class members.

119. Plaintiff Bell and the members of the Massachusetts Subclass have suffered injury in fact, including economic injury, and actual damages resulting from Defendant's material omissions and misrepresentations because, inter alia, they lost money when they purchased the Products and/or paid an inflated purchase price for them.

120. Defendant knew, should have known, or was reckless in not knowing, that the Products were not "Made in the USA" as represented.

121. Defendant had a duty to disclose that the Products were not actually “Made in the USA” because Defendant had knowledge of the true facts related to the Products before marketing and selling them.

122. As a direct and proximate result of Defendant’s unfair methods of competition and unfair or deceptive acts or practices, Plaintiff Bell and the members of the Massachusetts Class have incurred damages and are entitled to recover actual damages to the extent permitted by law, including class action rules, in an amount to be proven at trial.

123. Plaintiff Bell and the members of the Massachusetts Class have suffered ascertainable losses, which include but are not limited to, the costs they incurred paying for a product which was not the one that had been represented to them.

124. Plaintiff Bell seeks all available relief under this cause of action.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, seeks judgment against Defendant as follows:

- a. Certifying the Class and Subclasses under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiffs as representative of the Class, Plaintiff Kaufmann as representative of the New York Subclass and Multistate Express Warranty Subclass, and Plaintiff Bell as representative of the Massachusetts Subclass, and Plaintiff’s attorneys as Class Counsel to represent the Class and Subclass members;
- b. Declaring that Defendant’s conduct violates the statutes referenced herein;
- c. Finding in favor of Plaintiffs, the Class, and the Subclasses against Defendant on all counts asserted herein;

- d. Awarding Plaintiffs and Class and Subclass members their costs and expenses incurred in the action, including reasonable attorneys' fees;
- e. For compensatory, statutory, and punitive damages in amounts to be determined by the Court and/or jury;
- f. Ordering Defendant to pay pre-judgment interest on all amounts awarded; and
- g. Providing such further relief as may be just and proper.

**JURY TRIAL DEMANDED**

Pursuant to Federal Rule of Civil Procedure 28(b), Plaintiffs demand a trial by jury of any and all issues in this action so triable of right.

Dated: June 3, 2026

Respectfully submitted,

/s/ Brittany S. Scott

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