

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

Jose Roman and Glena Valdez, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

vs.

On Inc.,

Defendant.

Case No.: 1:25-cv-06991-NGG-PK

FIRST AMENDED COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs Jose Roman and Glena Valdez (“Plaintiffs”), on behalf of themselves, all others similarly situated, and the general public, by and through their undersigned counsel, bring this action against On Inc. (“On” or “Defendant”), and allege the following upon their own knowledge, or where they lack personal knowledge, upon information and belief, and the investigation of their counsel.

**INTRODUCTION**

1. This action arises from a branding strategy that leverages the premium reputation associated with Swiss origin.

2. Defendant On Inc. has meticulously cultivated a brand image designed to capitalize on the global consumers’ association of the “Swiss” name.

3. Central to this strategy is Defendant’s prominent use of the Swiss Flag in conjunction with the bold “Swiss Engineering” designation on the outer chassis of its footwear. By conspicuously displaying the national symbol with that evocative phrase, Defendant creates the immediate and unambiguous net impression that its footwear (the “Products”) are substantially sourced, processed or manufactured in Switzerland.

4. In reality, Defendant's Products are manufactured in low-cost labor hubs such as Vietnam, Indonesia, and China<sup>1</sup> - facts that Defendant attempts to conceal with tiny, hidden disclosures inside the shoe that contradict its prominent Swiss branding.

5. Defendant knows that it cannot legally sell these Products with the current Swiss labeling in Switzerland itself due to strict "Swissness-Ordinance." Yet, it continues to export this deception to American consumers, profiting from the public's desire for Swiss quality and craftsmanship by selling mass-produced Asian goods at a premium price point.

6. Plaintiffs bring this action to halt Defendant's deceptive practices, to hold it accountable for its false promises, and to recover compensation for a class of consumers who were misled into paying a "Swiss Premium" for Products that were not what they were claimed and advertised to be.

### **JURISDICTION & VENUE**

7. This Court has original jurisdiction over this action under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2). The matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs; the proposed class consists of more than 100 members; and minimal diversity exists, as Plaintiffs are citizens of New York, and Defendant is incorporated in Delaware.

8. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims occurred in this District. Plaintiffs reside in Queens County, which is situated within this District, and suffered the alleged economic injury in this District. Additionally, Defendant conducts substantial business in this District, marketing, distributing, and selling its products to consumers within the Eastern District of New York.

---

<sup>1</sup> According to reports, On no longer manufactures Products in China.

## **PARTIES**

9. Plaintiffs Jose Roman and Glenna Mae Valdez are residents and citizens of the State of New York, residing in Woodside, Queens County, New York.

10. Defendant On Inc. is a Delaware corporation with its principal place of business in Portland, Oregon.

11. Defendant owns and operates a chain of retail stores nationwide, including stores in New York. The Products are also sold at retail stores such as Foot Locker, REI, Paragon Sports, and Dick's Sporting Goods.

## **FACTUAL ALLEGATIONS**

### **A. The "Swiss" Brand is a Global Standard of Quality, Craftsmanship and Precision**

12. For centuries, the term "Swiss" and the visual indicator of the Swiss Flag have served as powerful, objective signals of quality, craftsmanship, and precision to consumers worldwide.

13. From luxury timepieces like Rolex and Patek Philippe to premium chocolates and precision instruments, the "Swiss Made" designation allows manufacturers to command a significant price premium - often as high as 20% to 50% - over comparable goods manufactured elsewhere.<sup>2</sup>

14. This "Swiss Premium" is not merely a marketing buzzword; it is a quantified economic asset. Consumers are conditioned to believe that products bearing Swiss national symbols are manufactured in Switzerland under rigorous labor and quality standards, justifying a higher price point.

---

<sup>2</sup> SME Portal. "Swissness." Federal Department of Economic Affairs, Education and Research, <https://www.kmu.admin.ch/kmu/en/home/concrete-know-how/sme-management/labeling/swissness.html> Last accessed March 12, 2026.

15. Recognizing this immense value, the Swiss government enacted the strict Swissness-Ordinance (Federal Statute on Trademarks and Indications of Geographic Origins) to prevent the dilution of its national brand. Under Swiss law, a product cannot use the Swiss Cross or “Swiss Made” designation unless a significant portion of its manufacturing costs (e.g., 60% for industrial products) and essential manufacturing steps occur within Switzerland.<sup>3</sup>

16. Article 5 of the Ordinance permits claims of specific manufacturing steps that are *entirely* performed in Switzerland (e.g. “Swiss Engineering,” or “Swiss Research.”). However, the *Swiss flag cannot* be used in conjunction with such Swissness claims, even if all such steps are entirely performed in Switzerland.<sup>4</sup> Defendant has violated Article 5 of the Ordinance by displaying the Swiss flag with “Swiss Engineering” representation.

17. These laws exist to prevent exactly what Defendant has done here: “free-riding” on the reputation of Swiss quality and craftsmanship while employing low-cost labor in non-Swiss jurisdictions to maximize profit margins at the consumer’s expense.<sup>5</sup>

#### **B. Defendant’s Deceptive “Swiss-Made” Marketing Scheme**

18. On creates, markets, and sells a line of athletic footwear, including the popular “Cloud” series (e.g., Cloud, Cloudnova, The Roger).

19. Seeking to capitalize on the “Swiss Premium” without incurring the costs of Swiss manufacturing, On has engaged in a systematic branding campaign designed to mislead reasonable consumers into believing its products are made in Switzerland.

---

<sup>3</sup> Swiss Federal Institute of Intellectual Property. “Industrial Products.” <https://www.ige.ch/en/protecting-your-ip/indications-of-source/indications-of-source-basics/criteria-for-determining-origin/industrial-products> Last accessed March 12, 2026.

<sup>4</sup> Michael Reinle, Update to the Swiss Regulation, MLL News Portal (February 16, 2016), <https://www.mll-news.com/swissness-ordinances-and-transitory-rules-in-force/?lang=en> Last accessed March 12, 2026

<sup>5</sup> For further reference, the U.S. Flag Code bars use of the American flag for advertising purposes in any manner whatsoever, <https://www.legion.org/advocacy/flag-advocacy/flag-code> Last accessed March 12, 2026.

20. The Swiss flag, in particular, is a powerful indicator of origin, craftsmanship, and quality. Consumers reasonably interpret the presence of a national flag as a claim that a product is sourced, produced, or substantially manufactured in that country.

21. On the outer chassis of its footwear - towards the heel of the Products - Defendant prominently displays a red tag featuring the white Swiss Cross, universally recognized as the flag of Switzerland.

22. Directly below or above the Swiss flag, Defendant emblazons the phrase “SWISS ENGINEERING” in bold, conspicuous text. See images below.





23. This labeling is not accidental; it is the central pillar of Defendant’s brand identity. By conspicuously placing the Swiss national flag on the heel or side of the shoe – one of the locations most visible to consumers and onlookers - Defendant creates an immediate and unambiguous net impression: This is a Swiss product.

24. A reasonable consumer, viewing the Swiss Flag and “Swiss Engineering” text, would reasonably interpret these representations to mean that the Products are manufactured, or at least substantially produced, in Switzerland.

25. This representation acts as a “seal of approval,” assuring consumers that the high price they are paying (\$140-\$190+) is justified by Swiss labor standards, materials, and manufacturing processes rather than the lower-cost production methods typical of mass-market competitors.

26. Defendant’s use of the phrase “Swiss Engineering,” particularly when paired with a prominent Swiss flag, does not disclaim or limit the product’s origin. Instead, it reinforces the misleading net impression that the Products are of Swiss origin. A reasonable consumer would not

interpret “Swiss Engineering” in close proximity to a national flag to mean “designed in Switzerland but manufactured in Indonesia or Vietnam.”

27. Consumers understand “engineering” as integral to the manufacturing process, conveying that the Products’ design and manufacture adhere to Swiss standards and occur in Switzerland.

28. In the context of a company making footwear, “Engineering” is a broad term that covers everything from the molecular makeup of the soles to the speed of the assembly line.

29. Because modern footwear is a high-performance product, it requires several distinct engineering disciplines to work in tandem. The primary types of engineering involved in shoe manufacturing include biochemical engineering, materials engineering, mechanical engineering, industrial engineering, and environmental engineering.

30. Most of the engineering described above does not take place in Switzerland. Rather, most engineering takes place elsewhere in conjunction with some contribution from Defendant’s corporate office located in Switzerland.

31. Thus, the phrase “Swiss Engineering,” without further clarification, compounds consumer confusion and is misleading.

### **C. The Reality: Asian Manufacturing**

32. In truth, Defendant’s products are not made in Switzerland. They are not assembled in Switzerland. They do not source their primary materials from Switzerland.

33. Defendant’s footwear is manufactured almost exclusively in low-cost labor hubs in Vietnam and Indonesia.

34. Reports indicate that while Defendant charges premium “Swiss” prices (*e.g.*, \$190+ for “The Roger”), the actual production cost in Vietnam or Indonesia is a fraction of that amount, revealing a markup that is fueled by the deceptive portrayal of Swiss provenance.<sup>6</sup>

35. Defendant is aware that it cannot legally sell these products *in* Switzerland with the current Swiss flag labeling because they do not meet the “Swissness” criteria required by Swiss law. Yet, Defendant continues to export this deception to United States consumers who are less familiar with the strictures of Swiss law but equally susceptible to the allure of the Swiss brand.

36. Defendant’s deliberate decision to use a Swiss flag and “Swiss Engineering” on Products that do not qualify under Switzerland’s own Swissness Ordinance demonstrates knowing and intentional deception.

37. As a Swiss-incorporated company, Defendant is directly subject to Swiss trademark and geographic laws and must therefore be aware of these requirements. Defendant’s continued use of the Swiss flag in export markets, including the United States, reflects a willful disregard for applicable rules and regulations.

#### **D. The Deception is Not Cured by Hidden Disclosures**

38. In some models, Defendant attempts to conceal the true origin of its products by hiding the “Made in Vietnam” or “Made in Indonesia” designation in the most inconspicuous location possible: on a small tag sewn deep inside the shoe, located below the ankle. These models include the Cloudsurfer, Cloud 6 Versa, The Roger, and certain Cloudmonster Hyper models, among others.

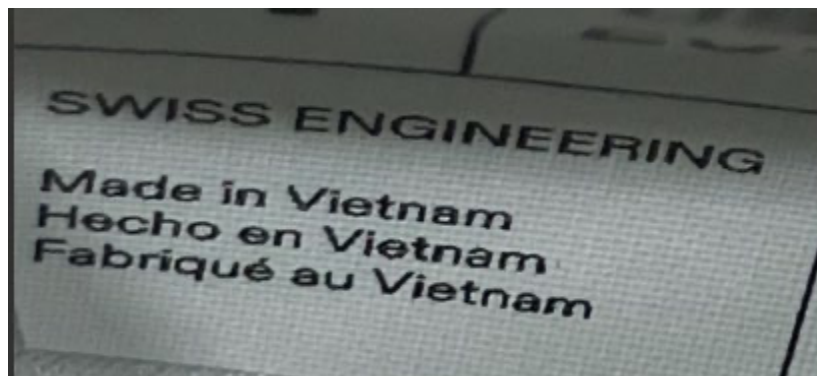
---

<sup>6</sup> Markup Scandal: Swiss Shoe Giant “On” Sells Footwear for Over Ten-Times Cost While Producing These Sportswear Products in Vietnam, <https://www.perfect-tennis.com/on-running-profit-markup/> Last accessed March 12, 2026.

39. The country of origin is printed in tiny font that is barely legible across all models. Some models require part of the shoe to be forcibly bent and closely inspected. For these models, the country of origin is only visible at a certain angle, generally by tilting the shoe at 45 to 60 degrees. See image below.



**Enlarged View**



40. Some of Defendant's Products contain the country of origin on the inner tongue. However, Defendant confuses consumers by placing "Swiss Engineering" on top of "Made in

Vietnam” or “Made in Indonesia” on disclaimers located both inside or below the tongue of the Products.

41. The combination of “Made in Vietnam/Indonesia” and “Swiss Engineering” constitutes two distinct and contradictory statements: “Made in Vietnam/Indonesia” refers to the place of manufacturing, whereas, “Swiss Engineering” describes only part of the manufacturing process. Without further clarification, these disclaimer statements are inconsistent and misleading.

42. Notably, no other major athletic footwear brand - including Adidas and Nike, which are German-owned and American-owned, respectively – displays a national flag on its products.

43. Consumers have left numerous negative comments on the internet regarding the overall impression created by On Shoes. Representative complaints include the following:

**UchihaEmre** • 7mo ago

And [Swiss washing Q](#), with a swiss flag on a made in Vietnam shoe

**VTLBoom OP** • 7mo ago

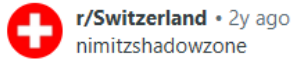
When they put a Swiss Logo on their shoe, you expect it to last a long time, They should replace it with made in china logo so you expect it to fall apart at least

**perskes** • 7mo ago

Don't forget that they sell products with a [swiss flag Q](#) on it.. abroad. Why? Because they are not swiss made products, and swissness-rules (not a law, but relevant) prohibit that if the product is not swiss-made. They can't sell those shoes with the swiss flag in Switzerland.

**Financial-Ad5947** • 2y ago

crazy how many people assume they are swiss made. But yeah the price is like swiss made lol



## The ON shoes cult

I have never seen it so bad. Everywhere I look there's someone wearing a broken pair of on shoes. The shoes often have holes on them and make irritating noise. I am starting to wonder if the Swiss people have completely lost their mind by propping up below average products sold on the hype of "Swiss made"

JarJarWins • 2y ago

Are On Shoes really durable? Made in south east asia (like all sneakers) and last as similar as a normal trainer maybe even less due to their unique sole design.

There are many brands that create casual sneakers in the EU for the same price ( as you don't buy the design in CH Swiss Washing) and last more than ON

44. As the Second Circuit held in *Mantikas v. Kellogg Co.*, a misleading representation on the front of a product (here, the visible Swiss Flag on the heel) cannot be cured by an accurate disclosure somewhere else. Reasonable consumers are not expected to look beyond misleading representations on the packaging to discover the truth in small print elsewhere.

45. When a consumer views the shoe on a shelf or in an online gallery, they see the Swiss Flag and "Swiss Engineering." They do not see the inner tag. The "Swiss" representation is the "hook" that justifies the purchase and the premium price.

46. Had Plaintiffs and the Class Members known the truth - that the "Swiss" shoes were actually mass-produced in Vietnam and Indonesia - they would not have purchased them or would have paid significantly less.

47. As a direct result of Defendant's unfair and deceptive conduct or omissions, Plaintiffs and Class Members have suffered injury in fact and lost money, having paid a "Swiss Premium" for Products that lacked the advertised Swiss origin.

### **E. Plaintiffs' Experience**

48. On or around July 2, 2025, Plaintiffs Jose Roman and Glenna Mae Valdez visited Paragon Sports in New York, New York, to shop for athletic footwear. Together, Plaintiffs

purchased two pairs of “The Roger” model sneakers—one pair for Mr. Roman and one pair for Ms. Valdez—paying approximately \$160.00 per pair (totaling approximately \$320.00, excluding sales tax).

49. Prior to the purchase, both Plaintiffs personally examined the footwear at the retail store. Both Plaintiffs observed the prominent red Swiss Flag and the “Swiss Engineering” text displayed on the exterior heel of the shoes.

50. Relying on these specific representations, Plaintiffs believed the sneakers were made in Switzerland.

51. Plaintiffs purchased the Products in reliance of Defendant’s representations and omissions.

52. Plaintiffs did not see the “Made in Vietnam” disclosure, which is hidden deep inside the shoe.

53. Had Plaintiffs known the Products were actually mass-produced in Vietnam, they would not have purchased them or would have paid significantly less.

**F. “Squeaky” Quality and Dispute Over Use of the Swiss Flag**

54. The divergence between the “Swiss” promise and the manufacturing reality is further evidenced by widespread consumer complaints regarding quality. Far from the “precision” promised by the Swiss flag and “Swiss Engineering” representation, consumers frequently report that On shoes suffer from defects, including a notorious “squeaking” defect in the CloudTec sole that has sparked its own wave of consumer litigation.

55. Further, at least two Swiss organizations have taken action to stop Defendant from using the Swiss flag or cross on its Products. The Swissness Enforcement Association (SEA) and the Swiss Federal Institute of Intellectual Property (IPI) have criticized Defendant for its use of the

Swiss flag on its Products. According to reports, the SEA and the IPI lodged a complaint with the Chinese market surveillance authority seeking to prevent Defendant from displaying the Swiss flag on its shoes.<sup>7</sup> According to other reports, Chinese authorities decided to investigate *ex officio*, that is, on their own initiative rather than at the request of a third party.

56. The enforcement actions taken by these Swiss organizations provide compelling evidence that Defendant's labeling practices are not merely technically deficient but are recognized as affirmatively deceptive by the very institutions charged with protecting the integrity of Swiss geographic indications.

57. Notably, European Union law similarly prohibits companies from the direct or indirect use of a registered geographical indication where the disputed designation is identical or phonetically or visually similar to a protected indication—and courts applying that standard are expressly prohibited from considering whether the product's true origin was otherwise disclosed.<sup>8</sup>

58. This international consensus reinforces Plaintiffs' allegations that Defendant's marketing scheme was not an inadvertent error in interpretation but a deliberate strategy to leverage the Swiss brand for commercial gain.

### **G. The Products are Substantially Similar**

59. Aside from The Roger model Plaintiffs purchased, Defendant sold or sells dozens of other models that are similarly misrepresented. These models include, but are not limited to: On Cloud, Cloud 6 Versa, Cloudnova, Cloudrunner, Cloudswift, Cloudmonster, Cloudsurfer, Cloud

---

<sup>7</sup> SWI swissinfo.ch. (September 5, 2025). On shoes Swiss cross IP dispute set for court ruling, <https://www.swissinfo.ch/eng/various/on-the-federal-court-will-decide-on-the-swiss-cross/89953663> Last accessed March 12, 2026.

<sup>8</sup> Swiss Army Knife: Swiss Flag Not Allowed on Chinese Products, Legal Patent (Oct. 21, 2021), <https://legal-patent.com/product-and-trademark-piracy/swiss-army-knife-swiss-flag-not-allowed-on-chinese-products/> last accessed March 12, 2026

Sky, Club House, Cloud Horizon, Cloud Waterproof, Cloud Push, Cloud Vista, Cloudgo, Cloudeclipse, Cloud Ultra, and Cloudwander.

60. Defendant's Products described herein are substantially similar, as they each (1) display the flag of Switzerland conspicuously and prominently on the Products; (2) contain a "Swiss Engineering" representation conspicuously and prominently placed on the Products; (3) contain no outer-label disclaimer alerting customers that the Products are not made in Switzerland; (4) contain inner-label disclaimers which are obscure and hard to find; (5) are made in Indonesia or Vietnam; and (6) result in identical injury to customers, who pay more than what the Products would be worth had Defendant's advertisements and representations been truthful.

#### **CLASS ACTION ALLEGATIONS**

61. Plaintiffs bring this action pursuant to Federal Rule of Civil Procedure 23 on behalf of a class defined as: All persons in New York who purchased one or more of On's Products within the applicable statute of limitations period preceding the filing of this lawsuit until the date of class certification (the "New York Class"). Excluded from the Class are Defendant, its officers, directors, employees, and immediate family members, as well as the Court and its staff.

62. Plaintiffs also bring this action pursuant to Federal Rule of Civil Procedure 23 on behalf of a multi-state class defined as: All persons in Arizona, California, Colorado, Connecticut, Delaware, the District of Columbia, Florida, Illinois, Kansas, Kentucky, Maryland, Massachusetts, Michigan, New Jersey, North Carolina, Oregon, Pennsylvania, Rhode Island, Texas, Virginia, and Washington who purchased one or more of On's Products within the applicable statutes of limitations periods preceding the filing of this Complaint until the date of class certification (the "Multi-State Class"). Excluded from the Multi-State Class are Defendant, its officers, directors, employees, and immediate family members, as well as the Court and its staff.

63. The New York Class and the Multi-State Class are referred to herein as the Class.

64. Plaintiffs reserve the right to amend the definition of the Class if discovery and further investigation reveals that the Class should be expanded or otherwise modified.

65. Plaintiffs reserve the right to establish additional subclasses as appropriate.

66. This action is brought and properly may be maintained as a class action under the provisions of Federal Rules of Civil Procedure 23(a)(1)-(4) and 23(b)(2) and (b)(3), and satisfies the requirements thereof.

67. There is a well-defined community of interest among members of the Class, and the disposition of the claims of these members of the Class in a single action will provide substantial benefits to all parties and to the Court.

68. The members of the Class are so numerous that joinder of all members of the Class is impracticable. At this time, Plaintiffs believe that the Class includes thousands of members. Therefore, the Class is sufficiently numerous that joinder of all members of the Class in a single action is impracticable under Federal Rule of Civil Procedure Rule 23(a)(1), and the resolution of their claims through the procedure of a class action will be of benefit to the parties and the Court.

69. Plaintiffs' claims are typical of the claims of the members of the Class whom they seek to represent because Plaintiffs and each member of the Class has been subjected to the same deceptive and improper practices by Defendant and have been damaged in the same manner.

70. Plaintiffs' claims are typical of the Multi-State Class members, as all were exposed to the same uniform deceptive representations and omissions, and suffered similar economic harm under substantially similar consumer protection laws.

71. Plaintiffs will fairly and adequately represent and protect the interests of the members of the Class as required by Federal Rule of Civil Procedure Rule 23(a)(4). Plaintiffs have

no interests that are adverse to those of the members of the Class that they seek to represent. Plaintiffs are committed to the vigorous prosecution of this action and, to that end, Plaintiffs have retained counsel that is competent and experienced in handling complex class action litigation on behalf of consumers.

72. A class action is superior to all other available methods of the fair and efficient adjudication of the claims asserted in this Complaint under Federal Rule of Civil Procedure 23(b)(3) because:

- a. The expense and burden of individual litigation would not be economically feasible for members of the Class to seek to redress their claims other than through the procedure of a class action.
- b. If separate actions were brought by individual members of the Class, there would be a risk of inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendant; and
- c. Absent a class action, Defendant likely would retain the benefits of its wrongdoing, and there would be a failure of justice.

73. A class action is superior for the Multi-State Class because the variations in state consumer protection laws are not so material as to defeat predominance, and individual actions would be inefficient given the low value of claims.

74. Common questions of law and fact exist as to the members of the Class, as required by Federal Rule of Civil Procedure 23(a)(2), and predominate over any questions that affect individual members of the Class within the meaning of Federal Rule of Civil Procedure 23(b)(3).

75. The common questions of fact include, but are not limited to, the following:

- d. Whether Defendant’s advertisements are materially misleading;
- e. Whether Defendant engaged in unlawful, unfair, misleading, or deceptive business acts or practices;
- f. Whether Defendant’s claims are misleading;
- g. Whether Defendant’s advertisements violate N.Y. Gen. Bus. Law § 349;
- h. Whether a reasonable consumer could be misled by Defendant’s advertisements;
- i. Whether Defendant’s advertisements violate N.Y. Gen. Bus. Law § 350; and
- j. Whether Plaintiffs and members of the Class are entitled to an award of reasonable attorneys’ fees, pre-judgment interest, and costs of this suit.

76. Plaintiffs are not aware of any difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action.

**COUNT I**

**Violation of New York Deceptive Acts and Practices Act,  
N.Y. Gen. Bus. Law § 349  
(on behalf of the New York Class)**

77. Plaintiffs incorporate by reference and reallege each and every allegation contained in the preceding paragraphs of this Amended Complaint as if fully set forth herein.

78. New York General Business Law Section 349 (“GBL § 349”) declares unlawful “[d]eceptive acts or practices in the conduct of any business, trade, or commerce or in the furnishing of any service in this state . . .”

79. The conduct of Defendant alleged herein constitutes recurring, “unlawful” deceptive acts and practices in violation of GBL § 349, and as such, Plaintiffs and the members of the Class seek monetary damages.

80. Defendant misleadingly, inaccurately, and deceptively represents the Products to consumers.

81. Defendant's advertisements and labeling represent to consumers that the Products are of Swiss origin, possessing the quality and craftsmanship associated with Swiss manufacturing or made in Switzerland when in fact they are manufactured in Vietnam or Indonesia using low-cost labor and materials contrary to Defendant's representations.

82. Defendant made its untrue, half-truths and/or misleading statements and representations willfully, wantonly, and with reckless disregard for the truth.

83. Defendant's material misrepresentations were substantially uniform in content, presentation, and impact upon consumers at large. Moreover, Plaintiffs and all members of the Class that purchased the Products were exposed to Defendant's material misrepresentations.

84. Plaintiffs and the members of the Class viewed and relied on the materially misleading depictions of the Products cited herein. Plaintiffs and the members of the Class expected that the Products they purchased would be of Swiss origin consistent with Defendant's branding and labeling. Plaintiffs and the members of the Class have been injured inasmuch as the Products they received were not as represented.

85. Accordingly, Plaintiffs and the members of the Class received less than what they bargained for and/or paid and would not have purchased the Products, or would have paid significantly less, if they knew the Products contradicted Defendant's representations.

86. Defendant's deceptive and misleading practices constitute a deceptive act and practice in the conduct of business in violation of New York General Business Law § 349(a) and Plaintiffs and the members of the Class have been damaged thereby.

87. As a result of Defendant's recurring, "unlawful" deceptive acts and practices, Plaintiffs and the members of the Class are entitled to monetary, compensatory, and statutory damages, interest, and attorneys' fees and costs. This includes actual damages under GBL § 349, as well as statutory damages of \$50 per unit purchased pursuant to GBL § 349.

## COUNT II

### **Violation of New York False Advertising Law, N.Y. Gen. Bus. Law § 350 (on behalf of the New York Class)**

88. Plaintiffs incorporate by reference and reallege each and every allegation contained in the preceding paragraphs of this Amended Complaint as if fully set forth herein.

89. N.Y. Gen. Bus. Law § 350 provides, in part, as follows:

The term "false advertising" means advertising, including labeling, of a commodity, or of the kind, character, terms or conditions of any employment opportunity if such advertising is misleading in a material respect. In determining whether any advertising is misleading, there shall be taken into account (among other things) not only representations made by statement, word, design, device, sound or any combination thereof, but also the extent to which the advertising fails to reveal facts material in the light of such representations with respect to the commodity or employment to which the advertising relates under the conditions prescribed in said advertisement, or under such conditions as are customary or usual.

90. Defendant's advertisements contain untrue, half-truths and/or materially misleading statements.

91. Defendant's advertisements and labeling represent to consumers that the Products are of Swiss origin, possessing the quality and craftsmanship associated with Swiss manufacturing or made in Switzerland when in fact they are manufactured in Vietnam or Indonesia using low-cost labor and materials contrary to Defendant's representations.

92. Defendant made its untrue and/or misleading statements and representations willfully, wantonly, and with reckless disregard for the truth.

93. Defendant's material misrepresentations were substantially uniform in content, presentation, and impact upon consumers at large. Moreover, Plaintiffs and all members of the Class that purchased the Products were exposed to Defendant's material misrepresentations.

94. Plaintiffs and the members of the Class viewed and relied on the materially misleading depictions of the Products, cited herein.

95. Plaintiffs and the members of the Class have been injured inasmuch as the Products they received were not as advertised.

96. Accordingly, Plaintiffs and the members of the Class received less than what they bargained for and/or paid and would not have purchased the Products if they knew the Products contradicted Defendant's representations regarding the country of origin, manufacturing location, and craftsmanship.

97. As a result of Defendant's false advertising, Plaintiffs and the members of the Class are entitled to monetary and compensatory damages, interest, and attorneys' fees and costs, as well as statutory damages of \$500 per unit purchased pursuant to GBL § 350.

### **COUNT III**

#### **Violations of the Consumer Protection Statutes of Other States and the District of Columbia (on behalf of the Multi-State Class)**

98. Plaintiffs incorporate by reference and reallege each and every allegation contained in the preceding paragraphs of this Amended Complaint as if fully set forth herein.

99. The consumer protection statutes of the Multi-State Class jurisdictions prohibit deceptive, unfair, and unconscionable acts and practices in the conduct of trade or commerce, similar to New York General Business Law §§ 349 and 350. These statutes include, but are not limited to:

- Arizona Consumer Fraud Act, Ariz. Rev. Stat. §§ 44-1521 et seq.;

- California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 et seq. and Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 et seq.;
- Colorado Consumer Protection Act, Colo. Rev. Stat. §§ 6-1-101 et seq.;
- Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. §§ 42-110a et seq.;
- Delaware Consumer Fraud Act, Del. Code Ann. tit. 6, §§ 2511 et seq.;
- District of Columbia Consumer Protection Procedures Act, D.C. Code §§ 28-3901 et seq.;
- Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. §§ 501.201 et seq.;
- Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. 505/1 et seq.;
- Kansas Consumer Protection Act, Kan. Stat. Ann. §§ 50-623 et seq.;
- Kentucky Consumer Protection Act, Ky. Rev. Stat. Ann. §§ 367.110 et seq.;
- Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 et seq.;
- Massachusetts Consumer Protection Act, Mass. Gen. Laws ch. 93A, §§ 1 et seq.;
- Michigan Consumer Protection Act, Mich. Comp. Laws §§ 445.901 et seq.;
- New Jersey Consumer Fraud Act, N.J. Stat. Ann. §§ 56:8-1 et seq.;
- North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. §§ 75-1.1 et seq.;
- Oregon Unlawful Trade Practices Act, Or. Rev. Stat. §§ 646.605 et seq.;
- Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 Pa. Stat. Ann. §§ 201-1 et seq.;
- Rhode Island Deceptive Trade Practices Act, R.I. Gen. Laws §§ 6-13.1-1 et seq.;

- Texas Deceptive Trade Practices-Consumer Protection Act, Tex. Bus. & Com. Code §§ 17.41 et seq.;
- Virginia Consumer Protection Act, Va. Code Ann. §§ 59.1-196 et seq.; and
- Washington Consumer Protection Act, Wash. Rev. Code §§ 19.86.010 et seq.

100. The conduct of Defendant alleged herein constitutes recurring deceptive, unfair, and unconscionable acts and practices in violation of the consumer protection statutes of the Multi-State Class jurisdictions, and as such, Plaintiffs and the members of the Multi-State Class seek monetary damages, including actual, compensatory, and statutory damages where available under these statutes.

101. Defendant misleadingly, inaccurately, and deceptively presented the Products to consumers in the Multi-State Class jurisdictions through uniform representations that the Products are of Swiss origin, possessing the quality and craftsmanship associated with Swiss manufacturing, when in fact they are manufactured in Vietnam, Indonesia, and China using low-cost labor and materials contrary to Defendant's representations.

102. Additionally, Defendant failed to clearly disclose the true country of origin, hiding the "Made in Vietnam" or "Made in Indonesia" designations in inconspicuous locations (such as deep inside the shoe or on one tongue of the shoes) while prominently displaying the Swiss Flag with the phrase "Swiss Engineering" on the exterior, thereby misleading reasonable consumers about the product's true nature and processing. Defendant's improper consumer-oriented conduct is misleading in a material way in that it, inter alia, induced Plaintiffs and the members of the Multi-State Class to purchase and/or pay a premium for Defendant's Products when they otherwise would not have.

103. Defendant made its untrue and/or misleading statements and representations willfully, wantonly, and with reckless disregard for the truth.

104. Defendant's material misrepresentations were substantially uniform in content, presentation, and impact upon consumers at large in the Multi-State Class jurisdictions. Moreover, Plaintiffs and all members of the Multi-State Class who purchased the Products were exposed to Defendant's material misrepresentations.

105. Plaintiffs and the members of the Multi-State Class viewed and relied on the materially misleading depictions of the Products cited herein.

106. Plaintiffs and the members of the Multi-State Class expected that the Products they purchased would be of Swiss origin consistent with Defendant's branding and labeling.

107. Plaintiffs and the members of the Multi-State Class have been injured inasmuch as the Products they received were not as advertised.

108. Accordingly, Plaintiffs and the members of the Multi-State Class received less than they bargained for and/or paid and would not have purchased the Products if they knew the Products contradicted Defendant's representations regarding the country of origin, manufacturing location, and craftsmanship.

109. Plaintiffs and the Class seek price-premium and/or benefit-of-the-bargain damages for purchases of the Products.

110. As a result of Defendant's deceptive, unfair, and unconscionable practices, Plaintiffs and the members of the Multi-State Class are entitled to monetary and compensatory damages, interest, attorneys' fees and costs, and statutory damages where provided under the respective consumer protection statutes.

**COUNT IV**

**Unjust Enrichment**

111. Plaintiffs incorporate by reference and reallege each and every allegation contained in the preceding paragraphs of this Amended Complaint as if fully set forth herein.

112. Substantial benefits have been conferred on Defendant by Plaintiffs and the Class by purchasing the Products, and Defendant knowingly and willingly accepted and enjoyed those benefits.

113. Defendant knew or should have known that payments received from Plaintiffs and the Class for the Products were paid with the expectation that they would be as represented.

114. Defendant's retention of these benefits is inequitable.

115. Plaintiffs and the Class are entitled to recover from On all amounts wrongfully collected and improperly retained, plus interest.

116. As a direct and proximate result of Defendant's wrongful conduct and unjust enrichment, Plaintiffs and the Class are entitled to an accounting, restitution, attorneys' fees, costs and interest.

**PRAYER FOR RELIEF**

117. Plaintiffs, on behalf of themselves and the members of the Class, pray for judgment as follows:

A. Certifying the New York Class and Multi-State Class as requested herein, certifying Plaintiffs as the representatives of the Class, and appointing Plaintiffs' counsel as counsel for the Class;

B. Ordering that Defendant is financially responsible for notifying all members of the Class of the alleged misrepresentations and omissions set forth herein;

- C. Awarding Plaintiffs and the members of the Class statutory damages or compensatory damages in an amount according to proof at trial;
- D. Enjoining Defendant from continuing the deceptive practices;
- E. Awarding interest on the monies wrongfully obtained from the date of collection through the date of entry of judgment in this action;
- F. Awarding attorneys' fees, expenses, and recoverable costs reasonably incurred in connection with the commencement and prosecution of this action; and
- G. Directing such other and further relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs demand a trial by jury as to all matters so triable.

Dated: March 12, 2026

*/s/ James C. Kelly*  
James C. Kelly, Esq.  
EDNY Bar No. JK9616  
THE RUSSO FIRM  
244 5th Avenue, Suite K-278  
New York, NY 10001  
T: 212-920-5042  
E: [jkelly@therussofirm.com](mailto:jkelly@therussofirm.com)

Anthony J. Russo, Esq.  
THE RUSSO FIRM  
1001 Yamato Road, Suite 106  
Boca Raton, FL 33431  
T: 844-847-8300  
E: [anthony@therussofirm.com](mailto:anthony@therussofirm.com)

James Chung, Esq.  
Law Office of James Chung  
43-22 216<sup>th</sup> Street  
Bayside, NY 11361  
T: (718) 461-8808  
E: [jchung\\_77@msn.com](mailto:jchung_77@msn.com)

*Counsel for Plaintiffs*