

The Ad Standard: Monthly Update

February 2026

The FTC's focus on affordability continues. New enforcement actions target healthcare plan costs and whether consumers are misled about the costs and comprehensiveness of the plans. Additionally, the FTC announced new draft rulemaking on both home rental price transparency and negative option plans (generally subscription plans with recurring charges that require affirmative action by consumers to change or cancel). Neither draft is public but the rulemaking is likely to address price transparency and fee disclosures for both home rentals and negative option plans, as well as the ease of canceling subscriptions. Over the past several months, the FTC's enforcement activity has spanned from groceries to home rentals, and rideshare services, and even health clubs to investigate whether consumers are being misled in their everyday purchase decisions.

The class action bar has been paying attention to the FTC's enforcement activity. This month, several class actions were filed alleging that "junk fees" charged for sporting event tickets and hotel rooms were misleading.

For those looking to get pricing practices right, this month, the National Advertising Division provides guidance on how to substantiate comparative pricing claims.

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FTC Focus

Deceptive Marketing

1. The FTC has sued JustAnswer LLC and its CEO, alleging violations of ROSCA and the FTC Act for misleading pricing and subscription practices. Specifically, the FTC alleged that the company advertises that consumers can “join” and get access to their expert advice for as little as \$1 or \$5, without adequate disclosure of a subscription fee, costing up to \$125 monthly. Christopher Mufarrige, Director of the FTC’s Bureau of Consumer Protection, commented that “JustAnswer’s misleading pricing tactics obscured the true price of its services, preventing consumers from making an informed choice on whether JustAnswer’s services were worth it to them.”

[FTC Sues JustAnswer for Deceiving Consumers into Enrolling in a Costly Recurring Monthly Subscription | Federal Trade Commission](#)

2. A district court in Florida has granted a temporary restraining order to stop Top Healthcare Options Insurance Agency Inc. and 11 related defendants from making claims of “comprehensive health insurance,” as the FTC alleged the plans provide far less than comprehensive coverage and leave consumers responsible for significant out-of-pocket medical expenses. The FTC also alleged that consumers are misled into entering personal information to enroll in plans promoted as “Affordable Care Act Plans” and “2024 Obama Care Plans,” but the sites are built for lead generators who sell the information to the defendants or their vendors so they can call the consumers and persuade them to purchase their plans rather than comprehensive plans.

[At FTC’s Request, Court Halts Operations of Deceptive Health Care Telemarketers | Federal Trade Commission](#)

Financial Services and Business Opportunity Fraud

1. The FTC settled with Growth Cave and certain of its executives over allegations that they deceived consumers with false promises of business opportunities that would generate significant revenue but regularly failed to deliver the promised results, costing consumers nearly \$50 million. The February 2025 complaint further alleged that consumers had trouble reaching Growth Cave employees and obtaining customer support. Director Mufarrige commented that “Today’s successful resolution demonstrates that the Commission is focused on protecting our markets from dishonest actors.” To settle the allegations, the defendants are permanently banned from marketing and selling business opportunities and credit repair programs.

[FTC Secures Settlement Banning Growth Cave Defendants from Marketing and Selling Business Opportunities and Credit Repair Programs | Federal Trade Commission](#)

2. The FTC asked a federal court to hold payment processors in contempt for violating a 2015 order, alleging that the companies failed to protect against credit card fraud as required. The alleged violations included processing payments for clients on fraud monitoring lists and otherwise assisting them to avoid bank and credit card network fraud detection processes, as well as failing to monitor high-risk transactions to detect whether they were fraudulent.

[FTC Asks Court to Hold Payment Processors in Contempt for Systematically Violating 2015 Order | Federal Trade Commission](#)

3. A federal district court has entered a default judgment against RivX and other defendants, which were allegedly involved in a scheme to defraud consumers out of millions of dollars by falsely claiming that they could earn money through trucking industry business opportunities. The FTC and State of Florida alleged in an August 2024 complaint that RivX claimed that after consumers pay \$75,000 or more, RivX would buy a semi-truck in their name and operate it on their behalf, however no consumers were able to recoup their investments. The complaint alleged that the scheme violated the FTC Act, the FTC's Business Opportunity Rule, the Consumer Review Fairness Act, and Florida's Deceptive and Unfair Trade Practices Act. Under the court order, defendants are banned from engaging in a business or investment opportunity and an \$8.39 million judgment was entered against them.

[Federal Court Permanently Shuts Down Deceptive Trucking Business Opportunity | Federal Trade Commission](#)

Proposed Rulemaking

1. The FTC announced that it has submitted a draft Advance Notice of Proposed Rulemaking (ANPRM) related to deceptive or unfair fees in the rental housing market and a draft ANPRM concerning the agency's Negative Option Rule to the Office of Management and Budget for review. Once the review is complete, both ANPRM drafts will be released for public comment.

[FTC Submits Draft ANPRM Related to Rental Housing Fees to OMB for Review | Federal Trade Commission](#) and
[FTC Submits Draft ANPRM Related to Negative Option Plans to OMB for Review | Federal Trade Commission](#)

Workshops

1. On January 28, 2026, the FTC held an online workshop to discuss issues related to age verification and estimation technologies. The workshop addressed why age verification matters, tools for age verification and estimation, how companies can navigate the regulatory contours of age verification, how to deploy age verification more widely, and the interplay between age verification technologies and the COPPA Rule.

[FTC Announces Workshop on Age Verification Technologies | Federal Trade Commission](#)

2. On February 26, 2026, the FTC will host a workshop on measuring consumer injury and benefits from the collection, use, or disclosure of consumer data. The workshop will explore both the impact of data breaches, as well as the costs and benefits of behavioral and contextual advertising, and efforts to measure consumer privacy preferences.

[FTC Announces Agenda for Workshop on Informational Injuries | Federal Trade Commission](#)

Class Actions

Product Purity Claims

Starbucks Corp. was sued in a putative class action alleging that the claim, “Committed to 100% Ethical Coffee Sourcing” and the logo for its Coffee and Farmer Equity (C.A.F.E.) Practices program are misleading because there have been documented accounts of labor law violations on C.A.F.E. certified farms. Plaintiff further alleges that the labels for the Starbucks Coffee Decaf products state that they are “100% Arabica coffee” but they in fact contain volatile organic compounds such as benzene, toluene, and methylene chloride. Plaintiff asserts violations of the Washington State Consumer Protection Act, New York General Business Law Sections 349 and 350, and fraudulent concealment under Washington and New York law.

Williams v. Starbucks Corp., No. 2:26-cv-00112 (W.D. Wash. Jan. 13, 2026)

Costco Wholesale Corporation was sued in a putative class action alleging that it falsely advertises its Kirkland Signature Seasoned Rotisserie Chicken as containing “no preservatives” while the product is in fact made with sodium phosphate and carrageenan. Plaintiffs assert violations of Washington’s Consumer Protection Act and California’s Consumer Legal Remedies Act, False Advertising Law, and Unfair Competition Law.

Johnston v. Costco Wholesale Corp., No. 3:26-cv-00403 (S.D. Cal. Jan. 22, 2026)

Smartfoods, Inc. and PepsiCo, Inc. were sued in a putative class action alleging that they advertise their Smartfood Popcorn products with packaging that falsely states that the products contain “No Artificial Colors Or Flavors” and “No Artificial Preservatives” while the products in fact contain maltodextrin, a synthetic non-natural flavoring and preservative ingredient. Plaintiff asserts violations of California’s Consumer Legal Remedies Act, False Advertising Law, and Unfair Competition Law.

Flexer v. Smartfoods, Inc., No. 1:26-cv-00475 (E.D.N.Y. Jan. 28, 2026)

Allergan USA, Inc. was sued in a putative class action alleging that it violates the Nevada Deceptive Trade Practices Act and the Illinois Consumer Fraud and Deceptive Businesses Practices Act by misleadingly labeling its eye drops as “preservative free” when the products contain boric acid as a preservative.

Daly v. Allergan USA, Inc., No. 2026CH00826 (Ill. Cir. Ct. Jan. 28, 2026)

Jocko Fuel, LLC was sued in a putative class action alleging that it deceptively and misleadingly labels and markets its Jocko Mölk Protein Shake Chocolate product as “made without artificial sweeteners, colors, or hidden ingredients” and as tested for “purity, potency, and safety” but it in fact contains cadmium, a heavy metal and known carcinogen. Plaintiff asserts violations of New York General Business Law Sections 349 and 350 as well as various state warranty laws.

Clemente v. Jocko Fuel, LLC, No. 1:26-cv-00659 (S.D.N.Y. Jan. 26, 2026)

The Procter & Gamble Company was sued in a putative class action alleging that it misleadingly markets and sells its Tampax tampon products stating that, among other things, they are “free of perfume,” “free of elemental chlorine bleaching,” “free of dyes” and “clinically tested gentle to skin” but are contaminated with or at the risk of being contaminated with unsafe levels of lead. Plaintiffs primarily assert violations of the Illinois Consumer Fraud and Deceptive

Business Practices Act, the Florida Deceptive and Unfair Trade Practices Act (FDUTPA), the Maryland Consumer Protection Act, the Massachusetts Consumers Protection Law, the Michigan Consumer Protection Act, the Missouri Merchandising Practices Act, the New Jersey Consumer Fraud Act, and New York General Business Law Sections 349 and 350.

Otkina v. The Procter & Gamble Co., No. 1:26-cv-00773 (E.D. Ill. Jan. 23, 2026)

7Tabz Retail, LLC and 7Tabz Distribution, LLC were sued in a putative class action alleging that they falsely and misleadingly label, advertise, and market their 7Tabz brand supplement products by representing that they contain “pure extract” and “leaf extract,” and prominently displaying plant imagery and natural flavor descriptors but conceal that the products’ main ingredient is kratom, which is an unregulated and addictive psychoactive substance. Plaintiffs assert violations of California’s Consumer Legal Remedies Act, False Advertising Law, and Unfair Competition Law and FDUTPA.

Z.B. v. 7Tabz Retail LLC, No. 3:26-cv-00440 (S.D. Cal. Jan. 23, 2026)

“Junk Fees” (Last-Minute Fee) Claims

Over the last few months, putative class actions have been commenced against three major league baseball teams similarly alleging that they falsely advertise their ticket prices by tacking on various fees at the last minute—such as service charges, handling and convenience charges, ticket processing charges, and order processing charges (so-called “Junk Fees”), causing the tickets to exceed the price initially advertised to the consumers. While the lawsuits were filed by various law firms, one plaintiffs’ firm based in Washington, D.C. appears as counsel in two of the actions.

Flores v. San Francisco Baseball Associates LLC, No. 3:26-cv-00849 (N.D. Cal. Jan. 26, 2026) (asserting violations of California’s Consumer Legal Remedies Act, False Advertising Law, and Unfair Competition Law)

Campagna v. Boston Red Sox Baseball Club, L.P., No. 1:26-cv-10182 (D. Mass. Jan. 16, 2026) (asserting violation of the Massachusetts Consumer Protection Act and the Rhode Island Unfair Trade Practice and Consumer Protection Act)

Gustafson v. Washington Nationals Baseball Club, LLC, No. 1:25-CV-03033 (D.D.C. Sept. 5, 2025) (asserting violation of the D.C. Consumer Protection Procedures Act)

Sonesta International Hotels Corp. was sued in a putative class action alleging that it falsely advertises its hotel room rates by advertising a certain rate, then adding on last-minute “destination fees,” “resort fees,” and other similar charges rather than disclosing the full cost of the hotel rooms upfront. Plaintiff asserts violations of the Massachusetts Consumer Protection Act.

Isaacson v. Sonesta Int’l Hotels Corp., No. 1:26-cv-10351 (D. Mass. Jan. 26, 2026)

Misleading Digital Purchase Claims

GameStop, Inc. was sued in a putative class action alleging that it is violating the California Digital Property Rights Transparency Law by telling consumers that they can “buy” or “purchase” digital copies of video games through its website but these consumers do not receive the same property rights that they would have if they had purchased physical copies

and instead receive “a non-exclusive, non-transferable, revocable license,” to access the game. Plaintiff asserts that GameStop is violating California’s False Advertising Law, Consumers Legal Remedies Act and Unfair Competition Law.

Weber v. GameStop, Inc., No. 2:26-at-00047 (E.D. Cal. Jan. 8, 2026)

“Limited Time” Offers in Email Subject Lines

Dooney & Bourke, Inc., was sued in a putative class action alleging that its email subject lines, such as “Time is Running Out... Early Access Ends Tonight!” create false deadlines and a false sense of urgency because, while the advertised deal appears to be limited, the deadlines are extended. Plaintiff asserts violations of Washington’s Commercial Electronic Mail Act (CEMA), which prohibits sending emails with false or misleading information in the subject line to Washington residents and Washington’s Consumer Protection Act (CPA), which prohibits unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce. While the lawsuit was initially filed in Washington State Superior Court, it has been removed to the Western District of Washington.

Post v. Dooney & Bourke Inc., No. 2:26-cv-00249 (W.D. Wash. Jan. 22, 2026)

Trading Card Misrepresentations

The Topps Company, Inc., was sued in a putative class action alleging that it marketed its “2025-26 Topps NBA Chrome Basketball Trading Card Mega Box” as potentially containing a rare “Blue X-Fractor” trading card with resale value but that Topps later disclosed that no Mega Boxes contain these cards. Plaintiff asserts breach of express warranty, negligent misrepresentation and unjust enrichment claims.

Sanchez v. The Topps Company, Inc., No. 1:26-cv-00791 (S.D.N.Y. Jan. 29, 2026)

Recent District Court Developments

Northern District of California: Grants Class Certification in Suit Alleging Pet Food Contains Titanium Dioxide and PFAS

A federal district court in California granted class certification in a class action alleging that The J.M. Smucker Company misleadingly labels three brands of its pet food as “100% Complete and Balanced Nutrition” despite containing titanium dioxide and alleges that the products’ packaging contains (or risks containing) PFAS, in violation of California’s False Advertising Law, Consumers Legal Remedies Act and Unfair Competition Law. As to Smucker’s argument that plaintiffs failed to show that a reasonable consumer would be deceived based on their allegedly “contradictory” product packaging, the court stated Smucker does not need to explicitly label its products as “PFAS Free” for an assumption to arise that the products are free of such materials. The court noted that “this is especially true when the rest of the packaging asserts benefits to the user’s health and nutrition.” The court concluded that “[b]ased on these facts, plaintiffs have met their evidentiary burden in establishing a class-wide basis to potentially recover under a ‘contrary to representation’ omissions theory.”

Jeruchim v. The J.M. Smucker Co., No. 22-cv-06913, 2026 U.S. Dist. LEXIS 12228 (N.D. Cal. Jan. 22, 2026)

Western District of Washington: Denies Motion to Dismiss Suit Alleging False or Misleading Email Subject Lines

A federal district court in Washington denied dismissal of a putative class action alleging that Nike Inc. violated Washington's CEMA and CPA by sending commercial emails with false or misleading information in the subject lines that appeared to offer limited-time discounts or sales that would later be extended beyond their stated durations. The court rejected Nike's argument that plaintiff's CEMA claim is preempted by the federal CAN-SPAM Act, stating that the CAN-SPAM Act preempts any state statute that regulates the use of email to send commercial messages, unless the statute bars "falsity or deception" in commercial emails. Citing *Harrington v. Vineyard Vines, LLC*, No. C25-1115, 2025 WL 3677479 (W.D. Wash. Dec. 18, 2025), the court stated that because CEMA's subject-line provision prohibits only "falsity" or "deception" in the subject-line of commercial emails, it falls squarely within the area reserved to the states. The court also rejected Nike's assertion that the complaint failed to comply with Rule 9(b), explaining that plaintiff meets the heightened pleading standard of Rule 9(b) "by pleading the who, what, where, why, and how of his claim, along with setting forth what was false or misleading about the subject lines in Nike's emails."

Ma v. Nike, Inc., No. C25-1235, 2026 U.S. Dist. LEXIS 7539 (W.D. Wash. Jan. 14, 2026).

Northern District of California: Denies Dismissal of Some Claims in Suit Alleging Toddler Formula Was Misleadingly Labeled

A federal district court in Illinois granted in part and denied in part defendant Abbott Laboratories, Inc.'s motion to dismiss a putative class action alleging that it falsely advertised its toddler formula because its labels, which include the words "Stage 3," are visually similar to the labels for defendant's infant formula containing the words "Stage 1" and "Stage 2," which falsely represents that Abbott's toddler formula is the logical next nutritional step while experts do not necessarily recommend toddler formula drinks, and that products are falsely and misleadingly labeled because they focus on the products' purported health benefits but omit information regarding the health harms of their added sugar content. As to the similarity of the labels for the infant and toddler formulas, the court concluded that it could not say at this juncture that the plaintiffs' interpretation of the label is unreasonable as a matter of law, noting that the similarity of the cans, and their placement on the same shelves as the infant formula, could lead a reasonable consumer to conclude that the toddler formula is nutritionally recommended for children aged 12 to 36 months in the same way that infant formula is nutritionally recommended for children up to 12 months. As to Abbott's argument that plaintiffs failed to sufficiently plead that the labels deceive reasonable consumers about the formula's sugar content because the cans included express sugar disclosures on the back label, the court concluded that it "is not for this Court to decide at the motion to dismiss stage whether a reasonable consumer would unknowingly interpret the front labels as representing the product as healthy even with the presence of added sugars on the back labels." The court pointed out that at this stage it could not resolve whether a reasonable consumer would understand the toddler formula to be healthy or would read back of the can to inspect the fine print ingredient list.

Castro v. Abbott Labs, Inc., No. 1:25-cv-00377, 2026 U.S. Dist. LEXIS 12625 (E.D. Ill. Jan. 23, 2026)

NAD Focus

“Made in USA” Claims

Following a challenge brought by competitor Buckingham Manufacturing, NAD recommended Bashlin Industries, Inc. discontinue or modify certain express and implied “Made in USA” claims. NAD recommended that Bashlin discontinue its unqualified Made in USA claims for several products or modify the claims to include appropriate qualifications of the parts of the products that are all or virtually made in the USA. NAD further found that Bashlin’s America flag-style “B” logo and other patriotic imagery conveyed an implied Made in USA message and determined that when such imagery appears adjacent to product descriptions, in videos, or alongside other U.S.-origin references, it could reasonably communicate to consumers an implied Made in USA message. NAD recommended that Bashlin either discontinue using the American flag logo and imagery in these contexts or modify such uses to avoid conveying an unsupported implied country of origin claim.

Bashlin Industries, Inc. (equipment and tools), Report #7520, NAD/CARU Case Reports (Dec. 2025)

Price Hike Claims

Following a challenge brought by competitor AT&T Services, Inc., to claims T-Mobile US, Inc. made about its Wireless Communication Services plans and T Satellite service, NAD recommended that price hike, satellite coverage, and added value claims be modified or discontinued. T-Mobile has stated that it will appeal the decision. T-Mobile claimed in a video that “AT&T and Verizon have announced price increase over price increase a combined ten times in the past two years” and placed the words “10 price hikes in two years” below the AT&T’s and Verizon’s logos. NAD recommended that T-Mobile discontinue the challenged “10 price hikes” claims, finding that the record showed that AT&T did not institute ten price increases and that AT&T and Verizon customers did not together experience ten price increases in the past two years. As to T-Mobile’s claims that “If customers can see the sky, they’re connected [to T Satellite]” and “No matter where you are, you will never miss a moment,” and implied claims that T Satellite provides 100% coverage everywhere or everywhere the sky is visible, NAD determined that these claims communicated universal coverage and cannot be properly qualified with a disclosure and NAD recommended that T-Mobile discontinue the two express claims and modify its advertising to avoid conveying the implied universal coverage messages. NAD also determined that T-Mobile provided support for its claims that its “Experience Beyond” plan offers \$200 of added value, but that the claims did not adequately communicate the basis of the “bargain” T-Mobile is offering to consumers.

T-Mobile U.S. Inc. (T-Mobile Wireless Communication Services), Report #7458, NAD/CARU Case Reports (Dec. 2025)

Comparative Savings Claims

Following a challenge from competitor Ahold Delhaize USA, NAD recommended that retail grocer Lidl US, LLC discontinue or modify certain grocery price comparison and “exact same basket” comparison claims. At issue was whether Lidl’s price comparison claims of 25–30% savings or savings of a specific dollar amount were stale because the ads ran weeks or months after the comparisons were made. NAD recommended that Lidl discontinue the challenged price comparison claims unless the substantiation is based on price checks within seven days of the comparative advertising and were accompanied by a clear and conspicuous disclosure of the basis and date of the comparison, including whether the

comparison is to the base price or to the discounted loyalty price. NAD determined that seven days is a reasonable period of time for price comparison claims because the evidence indicates Ahold updates its prices weekly. NAD also recommended that Lidl discontinue its claims that consumers could save on the “exact same basket,” finding that this phrase communicates that the items being compared are more than merely similar, they are the exact same and determining that consumers would not expect the “exact same” basket to contain items of different brands, quantities, or other material characteristics.

Lidl US, LLC (Groceries), Report #7514, NAD/CARU Case Reports (Dec. 2025)

Uniqueness, Superiority Claims

Following a challenge from competitor Human Interest Inc., NAD recommended that 401(k) provider Guideline, Inc. modify or discontinue fee and comparative claims for its 401(k) plans but found that other claims related to ease of use, time savings, customer support, and expertise were supported. NAD recommended that Guideline discontinue the challenged fee claims: “Up to 6x lower fees” and “The estimated total cost for our managed portfolios can be under 0.15%,” because they were not supported by the record. NAD recommended that Guideline discontinue its claim that it has “4x Lower Asset Fees” than Human Interest because it is not an “apples-to-apples” comparison because it fails to account for the providers’ different pricing models. NAD also found that Guideline had a reasonable basis for its claim that its “Annual plan sponsor customer satisfaction score is 93%” in a monadic context referring to its own customers’ experiences with live support, however, NAD recommended that Guideline discontinue the claim in a comparative context where it implies that Human Interest’s score was similarly measured. Guideline also modified its popularity claims during the proceeding to “More QuickBooks Online Payroll customers use Guideline” and “2x as many businesses use Guideline instead of Human Interest” and NAD determined that the modified claims were supported.

Guideline, Inc. (401(k) plans), Report #7482, NAD/CARU Case Reports (Dec. 2025)

Health and Beauty Claims

Following a challenge by competitor Henkel Corporation, to claims made by Revlon Consumer Products LLC for its Revlon ColorSilk with Bond Repair Complex hair dye product, NAD found certain claims supported but recommended that Revlon modify or discontinue others. NAD recommended that Revlon discontinue its “repairs hair from the inside out” claim because while Revlon showed some cortex penetration, its evidence was not robust enough to support the broader message of “significant if not complete repair.” NAD also recommended that Revlon discontinue its “up to 94% smoother” and “up to 94% silkier” claims or modify its advertising to clearly indicate the claim’s basis through qualifying language or contextual cues because Revlon’s wet combing study was reliable but based on the imagery, consumers could interpret unqualified claims as applying to dry hair, a claim for which Revlon provided no support. Revlon voluntarily agreed to modify its “9x shinier” claim by revising its packaging and advertising so the “up to” qualifier more clearly applies to both the “94% smoother” and “9x shinier” claims and by including a disclaimer explaining that the claim is based on testing for the Medium Brown shade and that shine results may vary depending on shade. As to the implied claim that the “Before and After pictures are authentic and represent typical and expected performance benefits for multiple hair types and colors” NAD determined that Henkel’s concerns were adequately addressed because the images did not appear on every box, Revlon made assurances as to the photos’ authenticity, and Revlon agreed to include a disclosure that the claim is based on testing the Medium Brown shade and that results may vary by shade.

Revlon Consumer Products LLC (Revlon ColorSilk with Bond Repair Complex), Report #7474, NAD/CARU Case Reports (Jan. 2026)

NAD to Refer Westinghouse to FTC for Pressure Washer Claims

After a challenge from competitor TTi Outdoor Power Equipment, Inc. to Westinghouse Outdoor Power Equipment's claims regarding the pressure and flow rate performance of its electric pressure washers, Westinghouse submitted evidence to support its "max PSI" (pounds per square inch) and "max GPM" (gallons per minute) claims. However, NAD determined that this evidence did not include sufficient information to assess the result's reliability and that it did not support the challenged express performance claims, therefore, NAD recommended that Westinghouse discontinue them. NAD also recommended that Westinghouse modify its advertising to avoid conveying the implied claim that consumers can achieve both maximum pressure and maximum flow rate simultaneously during ordinary use, as these measures are inversely related. Notably, while Westinghouse agreed as to the implied claim, it stated that it will not comply with NAD's recommendations regarding the express claims. Pursuant to its procedures, NAD will refer the matter to the FTC and other appropriate government agencies, as well as to the platforms on which the advertising appeared and with which NAD has a reporting relationship, for review and possible enforcement action.

Westinghouse Outdoor Power Equipment (Electric Pressure Washers), Report #7496, *NAD/CARU Case Reports* (Jan. 2026)

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SIMPSON THACHER WORLDWIDE



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