Simpson Thacher

The Ad Standard: Monthly Update

June 2026

This month, the FTC maintained its focus on allegedly misleading fees and hard-to-cancel subscriptions, while also expanding into new territory challenging claims that AI-powered marketing services were not, in fact, powered by AI and that "local" home repair providers were not, in fact, local.

Class actions targeting allegedly hidden fees and hidden ingredients continued. Notable this month: a lawsuit aims to hold Amazon liable for false advertising based on the allegedly harmful ingredients in a third-party product, contending that Amazon exercises control of the product listings and should bear responsibility for the content of the listings.

The National Advertising Division addressed a broad range of matters this month, reviewing claims across product categories ranging from air purifiers to cannabis storage bags to weight loss drugs. The issues under review were equally varied: How much "clean air" does the air purifier deliver? Can a storage bag truly stabilize humidity? And is "a smarter start" mere puffery or a substantive claim requiring support?

TOPICS

FTC Focus

FTC Enforcement Activity

1. Under a proposed order, Shutterstock Inc. will pay $35 million to settle FTC allegations of unfair and deceptive practices, including charging consumers for products without informed consent and making it difficult to cancel subscriptions. The proposed order prohibits Shutterstock from misrepresenting the material terms of its subscription offerings. The proposed order also requires it to disclose the material terms of its subscription offerings and requires it to obtain express informed consent for charges and to maintain simple cancellation mechanisms for negative option features.

   Shutterstock to Pay $35 Million to Settle FTC Allegations Over Illegal Subscription and Cancellation Practices | Federal Trade Commission

2. The DOJ, on behalf of the FTC and the state of Illinois, sued Premium Home Service and its CEO/owner for fraudulently creating thousands of fake online business listings for home repair companies to deceive consumers into believing they were choosing reputable local home repair companies. Consumers who called seeking local businesses would be routed to representatives located elsewhere who would make misrepresentations about "technician" availability. The complaint further alleges that defendants posted fabricated five-star customer reviews of the fake companies to dilute legitimate one-star reviews from actual customers. The complaint alleges violations of the FTC Act (based on defendants' deceptive claims about being a local home repair business operating from a specific address, about sending technicians on a specific date and time from local businesses, and the use of fake reviews), the Reviews and Testimonials Rule, the Gramm-Leach-Bliley Act (by making false, fictitious, or fraudulent statements to obtain consumers' financial information), and Illinois consumer protection laws.

   FTC and Illinois Take Action to Stop Deceptive Conduct by Company that Created Thousands of Business Listings of Fake Local Home Repair Businesses | Federal Trade Commission

3. Under proposed orders, Cox Media Group (CMG) and two marketing firms will be required to pay $930,000 to settle FTC allegations that they violated the FTC Act by deceiving potential small business customers by falsely claiming to offer an AI-powered marketing service that could listen in on consumers' conversations overheard by smart devices in order to target ads to consumers in the small businesses' desired locations and by falsely representing that the consumers had opted into such targeting. The FTC alleged that the marketing service was not based on voice data because the companies were merely reselling email lists obtained from other data brokers, and the consumers had not opted into the targeting. Under the proposed orders, each defendant is prohibited from making any misrepresentation about the qualities or features of its advertising or marketing services; the collection and use of voice data; and whether consumers have provided consent.

   FTC to Require Cox Media Group, Two Other Firms to Pay Nearly $1 Million to Settle Charges They Deceived Customers About "Active Listening" AI-Powered Marketing Service | Federal Trade Commission

Multilevel Marketing

1. In the FTC's latest efforts targeting the IM Mastery Academy scheme, five individual and corporate IM Mastery Academy defendants, including ringleaders Chris and Isis Terry, will be required to surrender assets valued at nearly $90 million to resolve charges that they used false or baseless earning claims to persuade consumers to buy into their multi-level marketing business venture, which involved marketing defendants' trading-training services to others. In a 2025 complaint, the FTC and State of Nevada alleged that the scheme used social media posts flaunting luxurious and expensive lifestyles to persuade consumers into participating. Among other things, the proposed order bans defendants from the sale of trading-training services and investment opportunities, prohibits them from making false earnings claims, and requires them to have a reasonable basis for all earning claims.

   Lead Defendants in the IM Mastery Academy MLM Scheme to Turn Over Tens of Millions of Dollars in Assets to Settle FTC Charges | Federal Trade Commission

Class Actions

Ingredient-Based Claims

Frito-Lay, Inc. has been sued in a putative class action alleging that its various varieties of Lay's Poppables potato snacks falsely represent on their packaging that they contain "no artificial flavors" but that they in fact contain synthetic flavors, including citric acid and lactic acid. Plaintiff asserts violations of New York General Business Law Sections 349 and 350.

Sklyar v. Frito-Lay, Inc., No. 1:26-cv-02817 (E.D.N.Y. May 12, 2026)

Bloom Nu LLC was sued in a putative class action alleging that it falsely and misleadingly labels its Bloom Sparkling Energy drink products as having "no artificial colors, flavors, or aspartame" because the products in fact contain citric acid, a known artificial flavor. Plaintiff asserts violations of New York General Business Law Sections 349 and 350.

Marinelli v. Bloom Nu LLC, No. 1:26-cv-2689 (E.D.N.Y. May 5, 2026)

PepsiCo, Inc. was sued in a putative class action alleging that it falsely and misleadingly represents that its Gatorade products have no "artificial flavors, sweeteners, or added colors" because they contain citric acid and because the products claim to be more hydrating than water, which plaintiffs assert is and has been proven false. Plaintiffs assert violations of New York General Business Law Sections 349 and 350, California's Consumer Legal Remedies Act, and the Illinois Consumer Fraud and Deceptive Business Practice Act, among other similar state statutes.

Leam v. PepsiCo, Inc., No. 1:26-cv-04258 (S.D.N.Y. May 21, 2026)

The J.M. Smucker Co. was sued in a putative class action alleging that the packaging of its various varieties of Smucker's Sugar Free Hot Fudge Spoonable Topping falsely advertises that they are "Sweetened with Splenda" when they are in fact primarily sweetened with other "less desirable sweeteners such as maltitol syrup, glycerin and sorbitol." Plaintiff asserts violations of New York General Business Law Sections 349 and 350.

Mercado v. The J.M. Smucker Co., No. 1:26-cv-04012 (E.D.N.Y. May 14, 2026)

Amazon.com, Inc. was sued in a putative class action alleging that various sunscreen products it sells, including those manufactured by Banana Boat and Coppertone, are contaminated with heavy metals, including cadmium and lead. Plaintiffs assert violations of Washington's Consumer Protection Act and are seeking monetary as well as injunctive relief requiring Amazon to fully disclose the presence of heavy metals in the products' marketing, advertising, and labeling and requiring Amazon to test all the products' ingredients and final products for heavy metals.

Wolf v. Amazon.com, Inc., No. 2:26-cv-01479 (W.D. Wash. Apr. 30, 2026)

Cento Fine Foods, Inc. was sued in a putative class action alleging that it falsely and misleadingly markets and labels its Cento San Marzano tomatoes as "Certified San Marzano" tomatoes because they are not of equivalent quality to the tomatoes certified as real San Marzano tomatoes by the Italian consortium that regulates their sale. Plaintiffs assert violations of California's Consumer Legal Remedies Act, False Advertising Law, and Unfair Competition Law.

Andrich v. Cento Fine Foods, Inc., No. 3:26-cv-04012 (N.D. Cal. May 4, 2026)

Subscriptions and Fees

Amazon.com, Inc. was sued in a putative class action alleging that it violated the Washington Consumer Protection Act by initially offering items in its Subscribe & Save Program at low prices to induce customers to sign up and then later raising the items' prices for automatic recurring purchases, which violated customers' reasonable expectation that by enrolling in a subscription that expressly advertised savings that they would pay at or near the lowest price available on Amazon rather than a subsequently increased price that exceeds other available offers.

Herman v. Amazon.com, Inc., No. 2:26-cv-1674 (W.D. Wash. May 15, 2026)

CoStar Realty Information, Inc. d/b/a Apartments.com was sued in a putative class action alleging that it violated the Washington Consumer Protection Act by imposing deceptive and unfair junk "Transaction Fees" on rental payments completed through its online platform that were added at the last step of the checkout process using a negative option process. Plaintiff further alleges that the Transaction Fees are deceptive because CoStar does not inform consumers that it is charging a fee that is not already included in their residential leases and is not permitted by their leases.

Divens v. CoStar Realty Info., Inc., No. 3:26-cv-05508 (W.D. Wash. May 15, 2026)

Cannabis Claims

A number of multistate cannabis operators (MSOs) have been sued in two nearly identical putative class actions brought by recreational cannabis users–not medical marijuana users–alleging that defendants deceptively market their cannabis products as safe and effective treatments for mental health disorders but have concealed evidence that cannabis actually aggravates various mental health disorders and other medical disorders. Notably, the suits seek economic damages for consumers who purchased the products but overpaid due to, or were misled into purchasing cannabis by, defendants' deceptions and omissions, but notably do not seek damages for injuries due to cannabis consumption. The consumers in both cases are represented by Burke Law Group PLLC, Franks Gerkin Ponitz Greeley PC, Weitz & Luxenberg PC and Pawa Law Group PC, while the consumers who are suing Curaleaf Labs Inc. exclusively are additionally represented by Moskow Law Group LLC.

Duke v. Curaleaf Holdings, Inc., No. 3:26-cv-00684 (D. Conn. May 4, 2026) (asserting RICO violations and violations of various states' consumer protection statutes, including Arizona, Connecticut, Illinois, Maryland, Massachusetts, Nevada, New Jersey, New York, and Ohio)

Murray v. Cresco Labs Inc., No. 3:26-cv-50184 (N.D. Ill. May 4, 2026) (asserting RICO violations and violations of various states' consumer protection statutes, including Arizona, Connecticut, Maryland, Massachusetts, Michigan, Minnesota, Nevada, New Jersey, New York, Ohio, Rhode Island, and Virginia)

Recent Decisions

Motion to Dismiss/Motion for Summary Judgment Denied

The Ninth Circuit reversed and remanded the dismissal of a putative class action alleging that KLN Enterprises, Inc. made false and misleading representations on the packaging of its Wiley Wallaby Very Berry Licorice that it is free of artificial flavors, but that it in fact contains malic acid as an artificial flavor, which is derived from a petroleum substrate and other synthetic components. The Ninth Circuit held that the district court erred in holding that the complaint failed to allege a plausible claim of consumer fraud. Taking issue with the district court's conclusion that the product's back label was not deceiving because it "discloses both natural and artificial ingredients in plain text on the product's back label," the Ninth Circuit pointed out that "some ingredients, like malic acid, may come in two forms—natural or artificial. But the list does not say which it is. A reasonable consumer, not being a chemist, is not in a position to make that assessment when buying the Product." The Ninth Circuit stated that when there is a clear "no artificial flavors" representation placed next to an ingredients list that "does not make apparent (1) which ingredients are flavors and (2) which of those ingredients are artificial—a reasonable consumer could plausibly be (mis)led into believing that the Product does not contain artificial flavors."

Trammell v. KLN Enters., Inc., No. 24-6097, 2026 U.S. App. LEXIS 14020 (9th Cir. May 15, 2026)

The Southern District of New York denied a motion for partial summary judgment or, in the alternative, class decertification in a putative class action alleging that Bayer Corp. and Bayer Healthcare, LLC violate New York General Business Law Section 349 because the "One A Day" representation on the label of their "gummy" or "chewable" line of supplements is deceptive because it misleads consumers to believe that the serving size is one gummy, when, in fact, two or more supplements is required to get the full nutritional benefit. The court rejected defendants' argument that a plaintiff in a consumer deception case who was not deceived has not suffered an Article III injury in fact and that without individual affidavits or testimony stating that each class member paid a price premium and was deceived, absent class members cannot have standing. The court stated that "defendants have identified no authority—nor is the Court aware of any—suggesting absent class members lack standing if they paid a price premium but were not misled" noting that rather under *In re Amla Litigation*, 328 F.R.D. 127 (S.D.N.Y. 2018) "if there is a price premium, then every purchaser . . . paid more than they otherwise would have, so every purchaser was injured." The court further concluded that the predominance requirement is satisfied because the injury is not complex or highly individualized, all consumers would have the same injury (as they all viewed the same label), and plaintiff would not need to prove reliance on the deceptive label or an intent to deceive.

Newman v. Bayer Corp., No. 22-cv-7087, 2026 U.S. Dist. LEXIS 103432 (S.D.N.Y. May 6, 2026)

A federal district court denied dismissal in a putative class action alleging that-Skechers USA Inc. violated Washington's Commercial Electronic Mail Act (CEMA) and Consumer Protection Act (CPA) by sending residents numerous unsolicited marketing emails with subject lines containing false or misleading statements as to the duration or availability of sales

promotions, such that deals were advertised as being available for a limited time only for Skechers to extend them. The court rejected Skechers' argument that CEMA is preempted by the CAN-SPAM Act because plaintiffs' claims assert "insignificant inaccuracies in Defendant's marketing emails and do not allege the kind of traditionally tortious or wrongful conduct that would fall within CAN-SPAM's narrow exception from preemption" noting that this argument has been rejected in several similar cases in the district. The court similarly rejected defendant's argument that to prevail on their CEMA claim, plaintiffs must allege the elements of a traditional fraud or deceit claim, *i.e.*, a material misrepresentation; scienter; and reliance and damages, explaining that courts in the district have rejected this argument as CEMA claims do not sound in fraud. Finally, the court concluded that because plaintiffs' CEMA claims survive, their CPA claims do as well.

Liss v. Skechers USA Inc., No. 3:25-cv-05861, 2026 U.S. Dist. LEXIS 111060 (W.D. Wash. May 19, 2026)

Motion to Dismiss Granted

A federal district court dismissed with prejudice a putative class action alleging that Nestlé Health Science US Holdings, Inc. misleadingly or deceptively labels its Carnation Breakfast Essentials Nutritional Drink Classic French Vanilla as a "nutritional drink" by highlighting its 10 grams of protein per serving but failing to disclose with equal prominence its 11 grams of sugar per serving. The court stated the Ninth Circuit "has already addressed a very similar situation" in *Clark v. Perfect Bar, LLC,* 816 F. App'x 141 (9th Cir. 2020), and dismissed allegations that protein bar packaging led consumers to believe that the bars would be "healthy" when, "in supposed point of fact, the added sugar rendered them unhealthy or, in the alternative, less healthy from what they otherwise had believed" concluding the claims were preempted by federal law. Stating that "*Clark* is almost on all fours here" because the case turns on allegedly misleading "health" and "nutritional" messages, the district court concluded that the California Consumer Legal Remedies Act, False Advertising Law, and Unfair Competition Law claims are all preempted by federal laws and regulations. The court separately concluded that considering the front and back label together, a reasonable consumer would not have been misled into believing that the product has low amounts of added sugar, noting that "when ambiguity on the front of a label can be resolved by reference to the back label, a reasonable consumer would not be deceived."

Testori v. Nestlé Health Sci. US Holdings, Inc., No. 1:25-cv-01318, 2026 U.S. Dist. LEXIS 103728 (E.D. Cal. May 11, 2026)

A federal district court dismissed with leave to amend a putative class action alleging that Kenvue Brands LLC violated various state consumer protection statutes by falsely and deceptively representing that certain of its Aveeno Kids and Aveeno Baby skin care products are "hypoallergenic" and suitable for "sensitive skin" because the products "contain allergens in an amount that can be reasonably expected to induce an allergic reaction or skin irritation in a significant number of people." As to Kenvue's argument that plaintiffs lack Article III standing, because they fail to plead a cognizable economic injury, the court concluded that plaintiffs' allegations (that consumers are willing to pay a premium price for hypoallergenic products but do not specify if that premium price is compared to non-hypoallergenic products or properly labeled hypoallergenic products) are not enough to show an economic injury under the premium price theory. Similarly, the court concluded that plaintiffs cannot establish Article III standing with a benefit of the bargain theory because "although Plaintiffs allege that the Products contain known allergens, Plaintiffs fail to plead factual allegations regarding the levels of allergens in the Products that are likely to cause allergic reactions."

Beyer v. Kenvue Brands LLC, No. 2:25-cv-12180, 2026 U.S. Dist. LEXIS 110338 (D.N.J. May 19, 2026)

NAD Focus

Disclosure of Basis for Claims

In a Fast-Track SWIFT challenge brought by competitor Dyson, Inc., NAD recommended that SharkNinja Operating, LLC modify its "Clean Air 100%" advertising for its Shark NeverChange Air Purifier MAX to clearly and conspicuously disclose the basis for the "Clean Air 100%" claims on product packaging and in ads. NAD determined that a claim of "Clean Air 100%" may be reasonably understood to mean that the surrounding air is 100% free of all pollutants and that Shark's disclosures did not sufficiently communicate that the "100%" reading represents the sensor's lowest detectable level of particulate matter rather than the removal of all air impurities. To avoid conveying this, NAD recommended Shark clearly and conspicuously disclose the basis for the claim when the phrase "Clean Air 100%" is clearly visible and used in conjunction with related performance claims or is otherwise prominently displayed or magnified. During the challenge, Shark informed NAD that it had permanently discontinued the ads that depict percentages of "Clean Air" progressing from 40% to 70% to 100% so NAD did not address the merits of this iteration of the "Clean Air 100%" claim.

SharkNinja Operating, LLC (Shark NeverChange Air Purifier MAX), Report #7570, *NAD/CARU Case Reports* (May 2026)

Following a competitor challenge, NAD recommended that Kinzie Advanced Polymers, LLC, d/b/a Grove Bags, modify certain express and implied claims for its specialized TerpLoc® cannabis storage products. NAD found that Grove Bags' internal testing and independent third-party studies provided a reasonable basis for claims that TerpLoc® packaging functions as an effective passive modified atmosphere packaging system that maintains moisture stability and preserves cannabinoids and terpenes better than conventional storage methods when product use instructions are followed. However, NAD determined that the moisture stability and terpene preservation claims are expressly dependent on specific conditions of use and found that the evidence does not directly establish that TerpLoc® packaging consistently maintains a precise relative humidity range of 58–62% under all conditions. Thus, NAD recommended that Grove Bags modify its ads to clearly and conspicuously disclose the conditions under which the claimed results can be achieved and to avoid language suggesting guaranteed or universal performance. NAD also found that the product's instructions for use are material terms that must be clearly and conspicuously disclosed near the performance claims. NAD found that the challenged claims without qualification–that the bags will "create" a specific microclimate to achieve the advertised relative humidity or that the bags "ensure" weight retention and terpene preservation–were not supported.

Kinzie Advanced Polymers, LLC, d/b/a Grove Bags (TerpLoc® cannabis storage pouches), Report #7527, *NAD/CARU Case Reports* (May 2026)

Harmonizing With Regulatory Authority

In an NAD challenge, Rapid Consulting, LLC (Rapid Radios) was found to have a reasonable basis for its claim "Legal to Own with no FCC License Required" for its amateur radio, My Emergency Radio. At issue was whether the "Legal to Own" claim is supported under applicable FCC regulations. NAD determined that the claim is supported in the context of amateur radio use because an FCC license is not required when the radio is operated during an emergency. NAD also noted Rapid Radio's Advertising and Voluntary Compliance with the Michigan Attorney General's Office in which it agreed to reference the FCC's emergency non-licensed radio usage rules near the claim at issue and to disclose that transmitting on amateur radios requires an FCC license if there is no emergency.

Rapid Consulting, LLC (My Emergency Radio), Report #7550, *NAD/CARU Case Reports* (May 2026)

An NARB panel referred Intervet, Inc., d/b/a Merck Animal Health, to the FTC and FDA for declining to comply with its recommendation to discontinue or modify express once-a-year dosing claims for its Bravecto® Quantum flea and tick preventative treatment for dogs. The panel found that Merck's express once-a-year dosing claims "1 quick injection. 1 full year* of flea and tick protection for dogs" and "365 days of protection, all in one dose" are "inaccurate and misleading" because the once-a-year dose is not applicable to all of the specific tick species covered by the FDA approval (specifically, the lone star tick, which requires dosing every eight months). While Merck argued that vets will explain the proper dose for the lone star tick to dog owners, NARB noted that it is Merck's responsibility to ensure that its ads are not misleading. The panel recommended that Merck discontinue its express once-a-year dosing claims or modify them to clearly communicate "up to" one year of protection in the main claim, accompanied by a clear and conspicuous disclosure in close proximity conveying that certain tick species require more frequent dosing. Merck agreed to use a disclosure, in close proximity to the main dosing claim, conveying that dosing should be every eight months for lone star ticks but–prompting the referral–declined to implement the panel's recommendation to modify the main dosing claim, because it would require Merck "to approach tick claims differently than its competitors and unfairly restrict promotion of Bravecto Quantum's first FDA-approved indication."

Intervet, Inc., d/b/a Merck Animal Health (Bravecto® Quantum), Report #7519-345, *NARB Case* (Apr. 2026) (For more on the NAD's decision, see The Ad Standard: Monthly Update - April 2026).

Weight-Loss and Supplement Claims

Following a challenge brought by competitor Eli Lilly and Company, manufacturer of prescription weight-loss drugs, NAD recommended that weight-loss platform Noom, Inc. discontinue or modify its Microdose GLP-1RX Program "A Smaller Dose. A Smarter Start" claim. Noom offers GLP-1 medications in conjunction with a behavior-change program. At issue was whether the claim "Noom GLP-1Rx Program A Smaller Dose. A Smarter Start. Microdose GLP-1Rx Starts at $119*." constituted non-actionable puffery or, in context, conveyed an objective health-related message requiring substantiation. NAD determined that Noom did not provide adequate support for the message that its specific lower-dose approach provides a measurable health-related benefit that makes it a "smarter start." During the inquiry, Noom informed NAD that it was permanently discontinuing all other challenged express claims, including dosing, efficacy, side effects, and other health-related claims.

Noom, Inc. (Microdose GLP-1^{RX} Program), Report #7539, *NAD/CARU Case Reports* (May 2026)

On appeal, an NARB panel affirmed NAD's decision and recommended that Niagen Bioscience, Inc. discontinue or modify several specific health-benefit advertising claims, including those related to heart, brain, and immune health, for its "Tru Niagen" line of nicotinamide riboside dietary supplements. For health-benefit claims, the panel noted that while Niagen argued these were "structure/function" claims permissible under the Dietary Supplement Health and Education Act (DSHEA), the required substantiation depends on the message conveyed to consumers, not the advertiser's regulatory classification. The panel also found that many of Niagen's claims went beyond cell-level mechanistic effects (in other words, cell-level activity) to promise perceptible or functional health benefits that were not properly supported. For example, Tru Niagen makes the claim "age better," which conveys health improvement, not just maintenance. The panel further recommended that Niagen discontinue its "clinically proven" establishment claims, agreeing with NAD that the relied-upon clinical studies did not support the claim asserting that specified increases in NAD+ levels had been clinically proven for the general population. The panel also recommended that Niagen discontinue all three testimonials at issue (such as, "I feel better now at 70 than I did at 50"), rejecting Niagen's argument that the testimonials merely communicated the subjective views of consumers and therefore did not communicate specific health benefits. The panel

concluded that the testimonials communicate benefits that a user should expect to experience, and that those benefits are not properly supported.

Niagen Bioscience, Inc. (Tru Niagen Dietary Supplement), Report #7487-346, *NARB Case* (May 2026)

Voluntarily Modified and Discontinued Claims

During a Fast-Track SWIFT challenge brought by competitor Dyson, Inc., SharkNinja Operating, LLC informed NAD that it had voluntarily permanently modified its "fastest blowout" performance claims made for its Shark Glossi 2-in-1 Hot Tool and Air Glosser to make clear that the claims are based on its comparative dry-time testing, rather than air velocity alone. The challenge solely focused on whether comparing average air velocity alone is a good fit for the challenged superlative performance claim. The claims appeared on product packaging, its website, and social media, and included "The FASTEST, BOUNCY, BLOWOUT WITHOUT THE FRIZZ that lasts all day" and "unlock the fastest, glossiest bouncy blowout ever." Based on Shark's modification, NAD did not address the substance of the challenge and the modified version of the claim will be treated as though NAD recommended it be modified.

SharkNinja Operating, LLC (Shark Glossi 2-in-1 Hot Tool and Air Glosser), Report #7575, *NAD/CARU Case Reports* (May 2026)

In an NAD inquiry, Kami Vision, provider of senior care and home security systems, voluntarily discontinued certain claims for its AI-enabled Kami Home Fall Detect System. The product utilizes a camera and phone app designed to detect and report customer falls. At issue were claims that the product is the first AI fall-detection camera, that it provides continuous monitoring and real-time alerts to caregivers and emergency responders, and that it utilizes proprietary AI to detect falls with 99.5% accuracy. During the inquiry, Kami Vision informed NAD that the product is currently not being marketed or offered for sale and that it is reviewing and revising its website content to permanently discontinue the challenged claims, which will be treated, for compliance purposes, as though NAD recommended their discontinuance.

Kami Vision (Kami Home Fall Detect System), Report #7530, *NAD/CARU Case Reports* (May 2026)

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** In February 2026, Simpson Thacher announced plans to expand its presence in Texas with an office in Dallas.*

*** In April 2026, Simpson Thacher announced plans to expand its presence in Asia with an office in Singapore.*