Simpson Thacher

The Ad Standard: Monthly Update

August 2026

The FTC's recent activity fits squarely within several areas the agency has been watching closely: protecting kids and teens, rental housing costs, and Made in the USA claims. The FTC's final TruHeight order is a good reminder that child and teen health claims remain a high-risk area. The RentGrow matter shows the FTC continuing to press on rental-housing practices, while the latest Made in the USA warning letters reinforce that those claims remain an enforcement priority.

On the class action side, ingredient-based advertising claims continue to attract the attention of the plaintiffs' bar. This month's filings alleged "hypoallergenic," protein-content representations were false and misleading, and the presence of sodium lauryl sulfate or PFAS made natural or other health-related claims misleading. Appellate activity was also notable: several courts reversed dismissals at the motion to dismiss stage, allowing claims involving grain-free pet food, "sugar free" yogurt, service-plan representations, and "Maximum Strength" decongestant claims to move forward.

The NAD docket had a slightly more advertiser-friendly theme this month, although not across the board. Several advertisers had meaningful substantiation wins: NAD found certain user-preference and pricing comparison claims were supported. But these were not clean sweeps. NAD still recommended modifications or discontinuance where the context changed the takeaway or additional disclosures were needed to explain the basis for a ranking, growth, or pricing claim.

TOPICS

FTC Focus

FTC Enforcement Activity

1. The FTC finalized an order with Vanilla Chip LLC, d/b/a TruHeight, and its principals, Eden Stelmach and Justin Rapoport, requiring them to pay $750,000 of a $4 million judgment to settle allegations that they deceptively advertised the effectiveness of a range of supplements claiming to boost height growth in children and teenagers, which they lacked competent and reliable scientific evidence to back up, and relied on reviews written by their own employees and vendors, or by consumers who were offered a free product or discount to write a 5-star review. The FTC's final order prohibits TruHeight and its principals from: (i) making false or unsubstantiated height and growth claims; (ii) making claims about the health benefits, performance, efficacy, safety or side effects of any product covered by the order; (iii) misrepresenting that a reviewer exists, that a reviewer used the product, or the reviewer's experience with the product; and (iv) buying reviews conditioned on expressing a particular sentiment.

   [FTC Approves Final Order Against TruHeight for Deceptive and Unsubstantiated Advertising of Supplements for Kids and Teens | Federal Trade Commission]

2. Alexander Mashinsky, the former CEO of cryptocurrency platform Celsius Network Inc. and his business partners, Shlomi Daniel Leon and Hanoch Goldstein, will pay a total of $16.5 million to resolve FTC charges that before the platform went bankrupt, they falsely promised users that their deposits would be safe and always available, among other things. The orders prohibit the individual defendants from marketing or selling products or services that can be used to deposit or withdraw certain assets, making misrepresentations regarding the benefits of any product or service or any other material fact about any other product or service and from violating the Gramm-Leach-Bliley Act.

   [Founders of Celsius Network Ordered to Pay $16.5 Million to Resolve FTC Charges | Federal Trade Commission]

3. Under a proposed order, RentGrow, a provider of consumer reports for tenant screening, will pay $2.25 million to settle FTC allegations that it violated the FTC Act by misleading consumers about the outcomes of their disputes and the Fair Credit Reporting Act (FCRA). The complaint, filed by the DOJ upon notification and referral from the FTC, alleged that in some cases RentGrow told consumers who successfully disputed information in their tenant screening report that RentGrow had notified the property manager of the outcome of the dispute, but RentGrow instead told those property owners that there was no change. Under the proposed order, RentGrow is prohibited from misrepresenting that it provides updated screening reports to landlords and property managers following a successful dispute.

   [RentGrow to Pay $2.25 Million to Settle FTC Allegations the Company Violated the Fair Credit Reporting Act and FTC Act | Federal Trade Commission]

4. Under a proposed order, Dennise Merdjanian, an operator of a student loan debt forgiveness scheme will be permanently banned from engaging in debt relief services and telemarketing to resolve FTC charges that she and other operators took more than $45.9 million from consumers as part of their illegal operation. The $45.9 million monetary judgment will be partially suspended due to Merdjanian's inability to pay. The FTC alleged that Superior Servicing LLC and Merdjanian pretended to be affiliated with the U.S. Department of Education and falsely promised student loan forgiveness, bilking millions from student loan borrowers.

[Student Loan Forgiveness Scammer Permanently Banned from Debt Relief Industry and Telemarketing | Federal Trade Commission]

"Made in the USA" Warning Letters

1. The FTC sent warning letters to seven companies that appear to have misrepresented certain products as "Made in the USA," and one company that appears to have misrepresented certain products as "Made in Texas," despite indications that such products were imported, either in whole or in significant part. The letters were issued to companies selling products such as drums, industrial laser machinery, coordinate measuring machines and e-cigarettes. Christopher Mufarrige, Director of the FTC's Bureau of Consumer Protection stated that "When Americans spend their hard-earned dollars on goods marketed as 'Made in the USA,' they deserve to have confidence that these products were all or virtually all made in this country."

   [FTC Warns Companies Making Questionable 'Made in the USA' Claims | Federal Trade Commission]

Class Actions

Ingredient-Based Claims

Driscoll's Inc., has been sued in a putative class action alleging that it represents to consumers that its strawberry products are being produced "subject to rigorous food safety and quality standards" while failing to disclose the presence, risk of, and/or use of persistent fluorinated pesticide compounds associated with so-called "forever chemicals" and PFAS-related compounds. The complaint asserts that Driscoll's also ran a marketing campaign that greenwashed its true farming and manufacturing practices. Plaintiff asserts violations of California's Consumer Legal Remedies Act, False Advertising Law, Unfair Competition Law and Environmental Marketing Claims Act.

Washington v. Driscoll's Inc., No. 3:26-cv-06961 (N.D. Cal. July 8, 2026)

Costco Wholesale Corp. has been sued in a putative class action alleging that it falsely and misleadingly represents that its Orgain Organic Protein Powder products have "quality ingredients and higher standards" that provide "good clean fuel" because the products are, in fact, tainted with heavy metals, including lead, cadmium, and arsenic. Plaintiffs assert violations of Washington's Consumer Protection Act; California's Consumer Legal Remedies Act, False Advertising Law, and Unfair Competition Law; Illinois's Consumer Fraud and Deceptive Practices Act; Minnesota's Unlawful Trade Practices Act, Uniform Deceptive Trade Practices Act, False Statement in Advertising Act, and Prevention of Consumer Fraud Act; Ohio's Consumer Sales Practices Act; and Texas's Deceptive Trade Practices and Consumer Protection Act.

Barton v. Costco Wholesale Corp., No. 2:26-cv-02364 (W.D. Wash. July 7, 2026)

The Procter & Gamble Co. was sued in a putative class action alleging that it misleadingly markets its various Crest Pro-Health toothpastes as delivering improved gum health and treatment or reversal of gingivitis because the products, in fact, contain sodium lauryl sulfate, which is a harsh detergent and known irritant that can damage gum and mouth tissue, cause allergic and contact-sensitivity reactions, and disrupt the oral microbiome. Plaintiffs assert violations of California's Consumer Legal Remedies Act, False Advertising Law, and Unfair Competition Law.

Oliver v. The Procter & Gamble Co., No. 3:26-cv-03859 (S.D. Cal. July 2, 2026)

CVS Pharmacy, Inc. was sued in a putative class action alleging that it misleadingly markets and labels its store-branded Toddler Cleansing Wipes as "Hypoallergenic" because the product contains added fragrance—a cosmetic allergen that serves no cleansing, preservative, or stabilizing function. Plaintiff asserts violations of California's Consumer Legal Remedies Act, False Advertising Law, and Unfair Competition Law.

Walton v. CVS Pharmacy, Inc., No. 8:26-cv-01808 (C.D. Cal. July 9, 2026)

L'Oréal USA S/D, Inc. was sued in a putative class action alleging that it falsely and misleadingly represents that its CeraVe "Baby" Healing Ointment and CeraVe "Baby" Eczema Cream (the "Baby Products") are specially formulated for infant skin but that the Baby Products are materially identical in all relevant respects to its CeraVe general use products and that due to this false distinction consumers pay a significant price premium for the Baby Products. Plaintiff asserts violations of California's Consumer Legal Remedies Act, False Advertising Law, and Unfair Competition Law.

Raymundo v. L'Oréal USA S/D, Inc., No. 3:26-cv-03951 (S.D. Cal. July 9, 2026)

The Only Bean, LLC was sued in a putative class action alleging that it misleadingly markets its "The Only Bean Crunchy Dry Roasted Edamame" snacks by misrepresenting the quantity and quality of the protein they contain and misleading consumers into believing they are getting more protein than they actually are. The complaint alleges that The Only Bean displays the total protein content of its products on the front of each label but fails to include the percent of daily value for protein in the back label's Nutrition Facts Panel, which would show the adjusted amount after accounting for the protein's plant-based origin, which makes it less digestible such that the human body does not absorb the full amount of protein. Plaintiff asserts violations of California's Consumer Legal Remedies Act, False Advertising Law, and Unfair Competition Law.

Ting v. The Only Bean, LLC, No. 3:26-cv-06732 (N.D. Cal. July 1, 2026)

Technology Platform Class Actions

Anthropic, PBC was sued in a putative class action alleging that its backend changes and production defects materially reduced its subscribers' access to its AI platform Claude causing users' paid usage limits to deplete more quickly and diminishing the value of the services purchased. Regular Claude users were allegedly deprived of paid access when Anthropic accelerated session-limit depletion during peak hours, which users of Claude Code, a specialized "agentic" coding tool, also experienced in addition to product-specific defects that wasted usage and impaired coding workflows. Plaintiff asserts violations of California's Consumer Legal Remedies Act, False Advertising Law, and Unfair Competition Law.

Pascual v. Anthropic, PBC, No. 3:26-cv-07699 (N.D. Cal. July 24, 2026)

Apple Inc. was sued in a putative class action alleging that Apple falsely represents that its Hide My Email privacy feature can hide users' email addresses from third parties (for instance, when a user provides an email address to an app or website) but that, in fact, every email address can be recovered. Plaintiff asserts violations of California's Consumer Legal Remedies Act, False Advertising Law, and Unfair Competition Law.

Alvarez v. Apple Inc., No. 3:26-cv-07274 (N.D. Cal. July 15, 2026)

Apple Inc. was sued in a putative class action alleging that it falsely markets its "Screen Time" parental control system as a safety feature for its iCloud services that allows parents to block apps and notifications for specific periods, to set time limits for apps, and restrict who their child can communicate with but that Screen Time in fact routinely fails to enforce app limits, fails to block restricted apps, and allows unrestricted usage while appearing to work. Plaintiff asserts violations of California's Consumer Legal Remedies Act and Unfair Competition Law.

Lerner v. Apple Inc., case number unavailable (Cal. Super. Ct. July 27, 2026)

Google LLC and its subsidiary YouTube, LLC were sued in a putative class action alleging that they deceptively advertise YouTube Premium, a paid streaming subscription that promises an ad-free streaming experience with "no interruptions" but that "advertisements and interruptions frequently appear during streamed content interrupting videos with commercials for everything from popular automobiles to marketing for local attorneys or dietary supplements." Plaintiff asserts violations of California's Consumer Legal Remedies Act, False Advertising Law, and Unfair Competition Law.

Flemming v. Google LLC, No. 3:26-cv-07182 (N.D. Cal. July 14, 2026)

StubHub Holdings, Inc. and its founder/CEO/Chairman, Eric Baker, were sued in a putative class action alleging that StubHub falsely markets itself as a neutral marketplace for fans to buy and sell each other tickets when, in fact, Baker has a direct financial stake in Andro Capital, which sells tickets on StubHub, and StubHub works with Andro's affiliate, Colloquy Capital, to provide short-term financing and referrals to other large-scale, professional ticket resellers on StubHub that supply much of the platform's inventory. Plaintiff asserts violations of New York General Business Law Sections 349 and 350.

Sanquini v. StubHub Holdings, Inc., No. 1:26-cv-05880 (S.D.N.Y. July 13, 2026)

Safety Claims

Lowe's Companies, Lowe's Home Centers, LLC, and Utilitech, LLC were sued in a putative class action alleging that they market, advertise, and sell a halogen work light as "designed with an eye on safety" and "safe, high-quality" but the light's exterior surfaces reach temperatures that are capable of causing severe skin burns during ordinary use. Among other claims, plaintiff asserts violations of California's Consumer Legal Remedies Act, False Advertising Law, and Unfair Competition Law.

Thayer v. Lowe's Cos., No. 2:26-at-01243 (E.D. Cal. July 24, 2026)

Reference Price Class Action

Nike, Inc. was sued in a putative class action alleging that it fabricates promotions for products sold on its website and mobile app by advertising discounts from "fictitious" reference prices, inducing consumers to buy products based on false discounts or "savings" off the phantom reference prices. Plaintiff asserts violations of California's Consumer Legal Remedies Act, False Advertising Law, and Unfair Competition Law.

Pearson v. Nike, Inc., No. 3:26-cv-04167 (S.D. Cal. July 21, 2026)

SeaWorld Parks & Entertainment LLC, d/b/a Busch Gardens Williamsburg was sued in a putative class action alleging that it sends false and misleading emails promoting ticket discounts with subject lines that emphasize the sales' limited duration but the sales in fact are often "extended" or "routinely" replaced with a substantially similar sale. Plaintiff asserts violation of Maryland's Commercial Electronic Mail Act.

Jackson v. SeaWorld Parks & Ent. LLC, No. 8:26-cv-02788 (D. Md. July 15, 2026)

Emotional Support Animal Documentation Claims

Support Pets, LLC was sued in a putative class action alleging that it falsely and misleadingly represented that its products would grant pet owners legal permission to take their pets almost anywhere and make "it easier to bring your pet to stores, restaurants, hotels, ride shares & more." However, the complaint alleges that the products provide no such special permissions. Plaintiff asserts violations of California's Consumer Legal Remedies Act, False Advertising Law, and Unfair Competition Law.

McLelan v. Support Pets, LLC, No. 1:26-cv-24775 (S.D. Fla. July 13, 2026)

Dismissal Reversed

In a published decision, the Tenth Circuit reversed the dismissal of grain-free pet food manufacturer KetoNatural Pet Foods, Inc.'s allegation that its competitor Hill's Pet Nutrition, Inc. violated the Lanham Act by making false statements that grain-free pet food is linked to a higher risk of canine heart disease. The Tenth Circuit held that "KetoNatural plausibly alleged that some statements by Hill's were commercial speech that was false." KetoNatural alleged that statements on Hill's website disparaged its products and constituted commercial speech. The Tenth Circuit acknowledged that while the statements (*i.e.*, grain-free dog foods can pose health risks for dogs) did not present themselves as a "classic advertising campaign," that they need not do so to promote Hill's products. As to whether the statements promoted a specific product, the Tenth Circuit explained that because Hill's was dominant in the traditional U.S. pet food market, its disparagement of non-traditional pet food is a tacit promotion of its own pet food and the fact that the statement promoted its brand, rather than a specific *product,* did not remove their commercial character. As to falsity, the Tenth Circuit concluded that KetoNatural plausibly alleged that the supporting scientific studies did not establish the statements' assertions.

KetoNatural Pet Foods, Inc. v. Hill's Pet Nutrition, Inc., No. 24-3185, 2026 U.S. App. LEXIS 20566 (10th Cir. July 14, 2026)

The Seventh Circuit reversed the dismissal of a putative class action alleging that Chobani, LLC violated various state consumer protection laws by labeling its Chobani Zero Yogurt Sugar products as sugar free yet including allulose, which is a naturally occurring sweetener, in the recipe. The Seventh Circuit held that "[a]llulose is a sugar under the relevant federal regulation and [plaintiffs] plausibly alleged consumer deception, which means their suit may proceed in the district court." The Seventh Circuit explained that plaintiffs will have to prove that there's "a probability that a significant portion of the general consuming public or of targeted consumers, acting reasonably in the circumstances, could be misled." The court rejected Chobani's argument that consumers do not care about monosaccharides (such as allulose) in their food and are only concerned with traditional sugars, explaining that "[w]hether reasonable consumers *care* about the existence of allulose in their yogurt isn't the same thing as asking whether reasonable consumers would be *deceived* by it." The court stated that plaintiffs "have alleged that consumers were fooled by Chobani's labels, and given the absolute promise on Chobani's products (sugar free), we do not find that allegation implausible."

Franco v. Chobani, LLC, No. 25-2087, 2026 U.S. App. LEXIS 22276 (7th Cir. July 27, 2026)

In an unpublished decision, the Ninth Circuit reversed the dismissal of a putative class action under the Washington Consumer Protection Act alleging that Whirlpool Corp. and AIG WarrantyGuard, Inc.'s service plan offer letter created the impression that the KitchenAid Service Plan would provide repairs or replacements for covered malfunctions, with repairs performed by certified technicians, at no out-of-pocket expense but that this impression is inconsistent with the service contract, which contains a buyout option allowing defendants to satisfy all obligations under the service contract without providing a repair or replacement. The Ninth Circuit concluded that plaintiff's interpretation of the offer letter is facially plausible. Noting that the offer letter mentions only repairs and replacements as modes of performance, and the buyout option in the service contract provides an alternative manner of performance that is inconsistent with the advertised benefits, the court stated that the offer letter "had the capacity to deceive a substantial portion of the public."

Shellenberger v. AIG WarrantyGuard, Inc., No. 25-1448, 2026 U.S. App. LEXIS 19781 (9th Cir. July 6, 2026)

Dismissal Vacated as to "Maximum Strength" Decongestant Claims

After affirming the dismissal of state law claims alleging that drug manufacturers advertised and sold purportedly ineffective nasal decongestants in violation of New York General Business Law Sections 349 and 350 on the ground that the Federal Food, Drug, and Cosmetic Act ("FDCA") expressly preempts them, the Second Circuit vacated and remanded dismissal of consumer plaintiffs' "Maximum Strength" claims. Plaintiffs argued that by placing the phrases "Maximum Strength" or "Max Strength" on certain products that manufacturers falsely claim that their products work better than other oral nasal decongestants. Noting that manufacturers voluntarily placed Maximum Strength statements on their products, the Second Circuit explained that to hold manufacturers "liable for their purportedly false Maximum Strength promises therefore would not impose state law requirements that diverge from federal requirements, as long as the state law requirements are identical to the [FDCA] misbranding provision's requirements." Under the FDCA's misbranding provision, a drug "shall be deemed to be misbranded" if "its labeling is false or misleading in any particular" and further prohibits both affirmative misrepresentations and failures to disclose material facts. The Second Circuit remanded the questions of whether the state law duties are identical to those under the FDCA misbranding provision (and are thus not expressly preempted) and whether the Maximum Strength claims are impliedly preempted.

Yousefzadeh v. Johnson & Johnson Consumer Inc., No. 24-3296, 2026 U.S. App. LEXIS 22861 (2d Cir. July 30, 2026)

Dismissal Denied

A federal district court denied dismissal of claims in a putative class action alleging that United Airlines charged passengers higher fees for seats sold as "window seats" on its booking page, without passengers knowing that, in fact, on some of United's planes these seats are next to a solid wall. The complaint alleged causes of action for breach of contract, breach of implied contract, and promissory estoppel. The court concluded that all of the contract claims are plausibly alleged. The court took a dim view of United's argument that there was no breach because the boarding passes and reservations pages that say "window seat" are not part of an express contract, and that "window" refers to the location of a seat in relation to the cabin aisle, and not to an actual window. Noting that the Contract of Carriage is the operative agreement between the parties, and that it incorporates the terms and conditions printed on or in any ticket, the court stated that "[t]he ticket that entitles the passenger to fly on United is a boarding pass that expressly states a window seat was purchased" and that the "reservation screen used to buy the ticket made unequivocal representations 'at the time of booking' that United would provide a window seat." The court further concluded that United's proposed definition of "window seat" (a window refers to cabin seat location not an actual window) does not change this conclusion because it raises a question of fact outside the four corners of the complaint and the scope of the dismissal motion.

Brenman v. United Airlines, Inc., No. 25-cv-06995, 2026 U.S. Dist. LEXIS 148996 (N.D. Cal. July 6, 2026)

A federal district court denied dismissal of claims in a putative class action alleging that Hisense USA Corp.'s representations and advertisements of specific TVs as containing quantum dot light-emitting diode ("QLED") technology are false and deceptive because they either do not contain QLED technology or contain negligible amounts of QLED. The court concluded that considering all of plaintiffs' allegations (including the references to articles on Rtings.com, industry standards, and their own testing) that plaintiffs plausibly alleged that the Hisense TVs at issue either do not contain quantum dot technology or contain it in negligible amounts. Plaintiffs alleged that while Rtings.com had initially declared the Hisense A7N the "Best Cheap QLED TV," Rtings.com did away with that category shortly thereafter, concluding that there are "no current models *that actually utilize quantum dot technology*" and that while Rtings.com initially included Hisense TVs as among the "*The 6 Best QLED TVs of 2025*" that after "further review" Rtings.com removed the Hisense TVs from the list and replaced them with other brands.

Abi-Chahine v. Hisense USA Corp., No. 3:25-cv-09960, 2026 U.S. Dist. LEXIS 162132 (N.D. Cal. July 16, 2026)

A federal district court denied dismissal of an "unfair" claim under California's Unfair Competition Law ("UCL") in a putative class action alleging that Meta Platforms, Inc. advertised and sold consumers its Meta Portal, a hands-free video calling and streaming device, as having "built-in" features and functions (*i.e.*, Alexa, Zoom, Teams, Spotify, YouTube), but it subsequently "bricked" the Portal by "unilaterally removing first-party and third-party applications and its voice functionality[.]" However, the court concluded that because plaintiffs failed to identify either an actionable misrepresentation or omission or to state a viable consumer protection claim, there is no predicate violation to support a "fraudulent" or "unlawful" claim under the UCL. As to the unfair claim, the court rejected Meta's argument that because the other two prongs of the UCL must be dismissed, that it must also dismiss plaintiffs' unfair claim, explaining that plaintiffs' fraudulent and unlawful prongs turn on whether Meta's representations and omissions were likely to deceive consumers but it is plausible to read the unfair claim as alleging an independent theory focusing exclusively on Meta's post-sale decision to "brick" the functionality of the Portal devices prior to the end of their useful life.

Shipley v. Meta Platforms, Inc., No. 3:25-cv-03324, 2026 U.S. Dist. LEXIS 162382 (N.D. Cal. July 16, 2026)

Dismissal Granted

A federal district court dismissed with prejudice an action alleging that Amazon.com, Inc. and its subsidiary Audible, Inc. violated California's Consumers Legal Remedies Act ("CLRA") when Audible enrolled plaintiff in a "free trial membership without her knowledge or permission" when she tapped a "Try for $0.00" button to obtain an audiobook on her mobile device believing that she was redeeming digital rewards she had earned from selecting No-Rush Shipping on other Amazon purchases. The court concluded that the unrebutted evidence doomed plaintiff's CLRA claim because it showed that there is no capacity to redeem Audible titles or begin an Audible subscription using the digital rewards resulting from No-Rush Shipping and that there is no evidence plaintiff ever used No-Rush Shipping.

Heck v. Amazon.com, Inc., No. 2:23-cv-01219, 2026 U.S. Dist. LEXIS 152000 (W.D. Wash. July 9, 2026)

A federal district court dismissed with leave to amend a putative class action alleging that Tilray Brands, Inc.'s Amazon product listings for its Just Hemp Foods Protein Powder, Hemp Hearts, and Flaxseeds protein seeds and powders are misleading and unlawful under the Food, Drug & Cosmetic Act ("FDCA") because they do not contain the percent daily value of protein as required. The court noted that while plaintiff acknowledged that the Nutrition Facts Panels ("NFPs") with the percent daily value are included on the Amazon listings, plaintiff maintained that they are "buried in a secondary product image." The court disagreed stating that the "NFPs are not buried; they are readily available and visible on the front-page carousel in the Amazon listings themselves." Moreover, the court concluded that plaintiff's argument ignores the applicable standard as retailers "are not required to expressly direct consumers to nutritional information . . . in commonly known and recognizable locations," noting that consumers know to look for the "familiar and ubiquitous" NFP for nutritional information and that plaintiff herself purports to regularly check the NFP before purchasing any protein supplement.

Kha v. Tilray Brands, Inc., No. 2:25-cv-10630 (C.D. Cal. July 17, 2026)

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NAD Focus

Marketing Technology Claims

In a Fast-Track SWIFT challenge brought by competitor Project Applecart LLC, NAD recommended that Rational 360, Inc.'s subsidiary Pinpoint Targeting, modify or discontinue challenged claims that its technology "found" individuals on LinkedIn. Both Applecart and Pinpoint Targeting offer marketing technology and services. At issue was whether Pinpoint Targeting's claims in a LinkedIn advertising campaign, including "We Told You Pinpoint Targeting Could Find You. It Just Did. It Can Find Your Decisionmakers Too," convey that its proprietary technology was used to identify and reach specific individuals, not routine behavioral advertising reliant on LinkedIn's features. NAD concluded that, in the context of an ad presented as a demonstration of Pinpoint Targeting's capabilities, reasonable consumers may take away that Pinpoint Targeting's technology was more involved in placing the ad than supported by the record. Accordingly, NAD recommended that Pinpoint Targeting modify or discontinue the challenged advertising to avoid conveying a message that overstates the extent to which its proprietary technology was used to target and find specific individuals on LinkedIn.

Rational 360, Inc. (Advertising by Pinpoint Targeting), Report #7588, *NAD/CARU Case Reports* (June 2026)

Five-Minute Disinfection Claims

In a challenge brought by competitor Professional Disposables International, Inc. (PDI), NAD recommended that AceJan Capital LLC discontinue certain express and implied claims regarding the efficacy of its disinfection product and modify its advertising to avoid conveying unsupported efficacy messages. PDI and AceJan compete in the market for disinfection products sold to healthcare facilities with PDI marketing surface disinfectants while AceJan markets an on-site generator that uses water, salt, and electricity to produce hypochlorous acid (HOCl) disinfecting solution. PDI challenged claims that AceJan's HOCl solution kills the C. diff. pathogen in five minutes, including label claims such as "For Clostridium difficile (C. diff.), a 5-minute contact time on a pre-cleaned surface is required" and "5-minute C. diff contact Time." AceJan argued that its laboratory study demonstrated the efficacy of its system against C. diff. spores on hard, non-porous surfaces and submitted generator monitoring data. However, NAD determined that AceJan did not provide competent and reliable scientific evidence sufficient to support claims that its HOCl generator produces a solution that kills C. diff. spores in five minutes. Accordingly, NAD recommended that AceJan discontinue the challenged five-minute C. diff. claims and modify its advertising to avoid conveying the unsupported message that the HOCl generator produces a solution that kills C. diff. in five minutes.

AceJan Capital LLC (Hypochlorous Acid ("HOCl") On-site Generator), Report #7545, *NAD/CARU Case Reports* (June 2026)

World's Best Claims

In a Fast-Track SWIFT challenge brought by competitor Beiersdorf, Inc., NAD determined that, when presented by itself, Vacation, Inc.'s "World's Best-Smelling Sunscreen" claim is puffery, but in another context recommended that the claim be modified. NAD found that reasonable consumers are unlikely to view the claim, by itself, as an objective claim requiring substantiation given the claim's subjective nature and the exaggerated characterization of the product's smell. NAD concluded that, when appearing alone on retail signage and the product label, the claim "World's Best-Smelling

Sunscreen," was puffery. However, on Vacation's website, the claim appears in quotation marks and is displayed immediately above five stars, with "4.8/5.0" and "13,457 Reviews" immediately below and NAD determined that consumers may take away the message that the claim is more than puffery and relies on reviews as substantiation for a claim of preference. Therefore, NAD recommended that Vacation modify its advertising to avoid conveying the message that the "World's Best-Smelling Sunscreen" is substantiated by the reviews.

Vacation, Inc. (Classic Lotion and Classic Spray SPF Products), Report #7590, *NAD/CARU Case Reports* (July 2026)

Razor Claims

In a challenge brought by competitor The Gillette Company, NAD found that Mammoth Brands, Inc. (Harry's) provided a reasonable basis for certain claims for its Harry's Plus razors. NAD concluded that the challenged claims, including "70% of Gillette users said they would shave with Harry's Plus," "80% of Gillette users like the feeling of Harry's Plus," and "4 out of 5 Gillette users like the feeling of Harry's Plus," did not reasonably convey the implied comparative message that the great majority of Gillette users like Harry's Plus as much as Gillette Fusion5 or Gillette more generally. NAD also determined that Harry's evidence was sufficiently reliable to support the challenged claims. NAD also determined Harry's supported its patent-related claim that "Big Razor has taken out countless patents on razor designs to limit customers' choices. The good news is that patents expire. And they did. [Harry's founders] could finally achieve the holy grail of shaving." NAD concluded that the challenged video did not reasonably convey the implied message that Harry's can—and has—copied all of Gillette's razor technology to produce a razor of equal caliber. NAD found Harry's pricing comparison claims supported and determined that the related challenged language, while somewhat hyperbolic, was not false or misleading, however, Harry's agreed to modify certain other pricing claims to include a disclosure of shipping fees. During the inquiry, Harry's informed NAD that it had permanently discontinued the claim "81% of guys liked [Harry's Plus] more than Fusion5"/"81% of guys prefer Harry's Plus to Gillette."

Mammoth Brands, Inc. (Harry's Plus Razors), Report #7551, *NAD/CARU Case Reports* (June 2026)

#1 Brand Claims

In a Fast-Track SWIFT challenge brought by competitor Human Power of N Company, NAD found that Force Factor Brands LLC, which markets dietary supplements with beet root powder, substantiated its claims on product packaging, its website, Amazon, and in television and social media advertising that Total Beets® is "America's #1 Best-Selling Beets Brand," the "#1 Best Selling Beets Brand in America," and the "#1 Beets Brand in America" based on unit sales data. However, NAD recommended that Force Factor modify the claim "#1 Beets Brand in America" to disclose that the ranking is based on total unit sales. The challenger argued that the claims were unsupported, asserting that dollar sales—not unit sales—are the appropriate measure of marketplace leadership. Force Factor responded that unit sales are the proper metric because the claims convey that its products are purchased more frequently and submitted current sales data to support its position. Consistent with precedent, NAD determined that unit sales are generally the appropriate metric for substantiating such claims. NAD found that the record did not demonstrate that differences in product form, size, or pricing made unit sales an unreliable measure. Accordingly, NAD concluded that Force Factor had a reasonable basis for its claims with current data on total unit sales.

Force Factor Brands LLC (Total Beets® Dietary Supplements), Report #7591, *NAD/CARU Case Reports* (July 2026)

In a challenge brought by competitor Elanco Animal Health Inc., NAD determined that PetIQ, LLC provided a reasonable basis for its vet-recommended active-ingredient claims (such as "#1 Vet-Recommended Ingredients") for its PetArmor® Extend Flea & Tick Collar, finding that PetIQ's survey evidence supported the message that vets recommend the active-ingredient combination of imidacloprid and flumethrin more than other active-ingredient combinations. However, NAD determined that PetIQ did not provide adequate support for the broad market-leadership message conveyed by its "#1 Brand in Total Flea & Tick Solutions" claim and recommended that the challenged claims be discontinued or modified to avoid conveying unsupported market leadership messages. NAD noted that although PetIQ may have intended to communicate product-line breadth, the main claim expressly states "THE #1 BRAND" that consumers reasonably understand as a market-leadership claim. NAD also recommended that PetIQ discontinue the express claim "#1 FASTEST GROWING FLEA & TICK BRAND," or modify it to clearly and conspicuously disclose the basis for the claim, such as the metric used, the relevant time period, the sales channels covered, and whether the comparison is made against all brands or only leading brands, and further recommended that PetIQ discontinue or modify its challenged "trusted by millions," duration, comparative performance, and product attribute claims to avoid conveying unsupported messages.

PetIQ, LLC (PetArmor® Extend Flea & Tick Collar), Report #7567, *NAD/CARU Case Reports* (July 2026)

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

** *In August 2026, Simpson Thacher announced plans to expand its presence in the U.S. with an office in Chicago.*