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13 **UNITED STATES DISTRICT COURT**
 14 **CENTRAL DISTRICT OF CALIFORNIA**

15 ADAM ALDRICH, individually and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 v.

19
 20 RESIDENT HOME, LLC, ASHLEY
 21 GLOBAL RETAIL, LLC, and ASHLEY
 22 FURNITURE INDUSTRIES, LLC,

23 Defendants.

24 Case No. 5:25-cv-1791

25 **CLASS ACTION COMPLAINT**

26 **JURY TRIAL DEMANDED**

1 Plaintiff Adam Aldrich (“Plaintiff”) brings this action on behalf of himself and
2 all others similarly situated against Defendants Resident Home, LLC, d/b/a Nectar;
3 Ashley Global Retail, LLC; and Ashley Furniture Industries, LLC (“Defendants”).

4 **NATURE OF THE ACTION**

5 1. This action seeks to recover damages and injunctive relief for
6 Defendants’ continuing failure to disclose to Plaintiff and similarly situated
7 consumers that his, and certain substantially similar mattresses, sold under the brand
8 name Nectar (the “Products” or “Mattresses”) leak (or risk leaking) toxic fiberglass.
9 As such, the Products carried a price premium on account of this design and
10 manufacturing defect.

11 2. The leaking fiberglass was discoverable only after purchase and use of
12 the Mattresses.

13 3. Fiberglass poses a serious safety risk to consumers. Exposure can cause
14 severe skin, eye, and respiratory irritation. Moreover, because fiberglass spreads
15 through the home extremely easily, even a small exposure in the home requires
16 consumers to hire professionals to remove it. The cost is substantial: often tens of
17 thousands of dollars.

18 4. Relevant to this action, Plaintiff and similarly situated consumers paid a
19 price premium for their mattresses, as they would not have purchased the mattresses
20 (or would have purchased them on substantially different terms) had they known
21 about the defects from it and the risk to their health and safety.

22 5. Accordingly, Plaintiff brings claims on behalf of himself and all
23 similarly situated consumers for violations of (1) California’s Unfair Competition
24 Law, Cal. Bus. & Prof. Code § 17200, *et seq.*; (2) California’s False Advertising
25 Law, Cal. Bus. & Prof. Code § 17500, *et seq.*; (3) California’s Consumers Legal
26 Remedies Act, Cal. Civ. Code § 1750, *et seq.*; (4) Fraud; (5) Breach of Express
27 Warranty; and (6) Unjust Enrichment.

PARTIES

1
2 6. Plaintiff Adam Aldrich is a resident of Corona, California, and a citizen
3 of the State of California. Plaintiff Aldrich purchased Defendants’ Classic Nectar
4 Queen sized mattress on March 7, 2022, from the Nectar website from his home in
5 Corona, California. A tag attached to his mattress read, in part, “Glass Fiber ...
6 23%” was attached to the outer cover (“Outer Mattress Tag”). However, the Outer
7 Mattress Tag failed to warn Plaintiff and similarly situated consumers that the
8 mattress was likely to leak fiberglass through regular use of the mattress; indeed, any
9 tear or removal of the outer cover risks exposing consumers and those in the home to
10 fiberglass. That exposure may lead to serious injuries and expensive clean ups.
11 Moreover, Plaintiff only had the opportunity to discovery the Outer Mattress Tag
12 *after* his purchase and use of the Mattress. Plaintiff Aldrich—like any reasonable
13 consumer—believed he was purchasing a mattress that did not pose any risk to
14 health and safety. Had Defendants disclosed on the packaging that his purchase
15 risked exposing him to fiberglass through the regular use of the mattress, Plaintiff
16 Aldrich would not have purchased the Product or would have paid less for it.

17 7. Defendant Resident Home, LLC is a Delaware corporation with its
18 headquarters in Jeffersonville, Indiana. Defendant Resident Home, LLC
19 manufactures, markets, and sells the Products, throughout California and the United
20 States. During the relevant period, Defendant Resident Home, LLC controlled the
21 manufacture, design, testing, packaging, labeling, marketing, advertising, promotion,
22 distribution, and sales of its Products.

23 8. Defendant Ashley Global Retail, LLC is a Delaware corporation.
24 Defendant Ashley Global Retail, LLC manufactures, markets, and sells the Products,
25 throughout California and the United States. During the relevant period, Defendant
26 Ashley Global Retail, LLC controlled the manufacture, design, testing, packaging,
27 labeling, marketing, advertising, promotion, distribution, and sales of its Products.
28

1 concern has grown so significant that California has enacted a ban, taking effect in
2 2027, prohibiting the use of fiberglass in mattresses.¹

3 15. When consumers come into contact with fiberglass, they often
4 experience acute symptoms including intense itchiness all over their skin; difficulty
5 breathing; irritation of the mouth, nose, and throat; and intense eye itchiness.

6 16. Glass fibers that reach the lower part of a person's lungs significantly
7 increase the chances of adverse health effects. Even glass fibers become imbedded
8 in the skin can require surgical intervention for removal.

9 17. Other possible health effects include a rash that appears when fiberglass
10 becomes embedded in the outer layer of the skin, exacerbated asthma or bronchitis,
11 and temporary stomach irritation.

12 18. When fiberglass is exposed to the open environment it can become
13 airborne and cover the surfaces of a consumer's home. Once airborne, fiberglass
14 easily spreads through ventilation systems, such as an HVAC system, and is then
15 subsequently dispersed throughout the consumer's entire home.

16 19. The released, loose fiberglass, travel through the ventilation systems
17 and by contact with residents living in the home becomes thoroughly and
18 irremovably embedded in fabrics, woven, wicker, and other similar matrix items
19 throughout the entirety of a consumer's home, including drapery, furniture,
20 carpeting, and innumerable other items.

21 20. Once the glass fibers are embedded into fabric like clothes, towels,
22 bedding, couches, etc., it is virtually impossible to remove all the glass fibers.
23 Consumers must hire professional cleaning services to decontaminate their home
24 which can cost thousands to tens of thousands of dollars. Experts recommend
25 occupants vacate a home exposed to glass fibers until it is professionally cleaned.

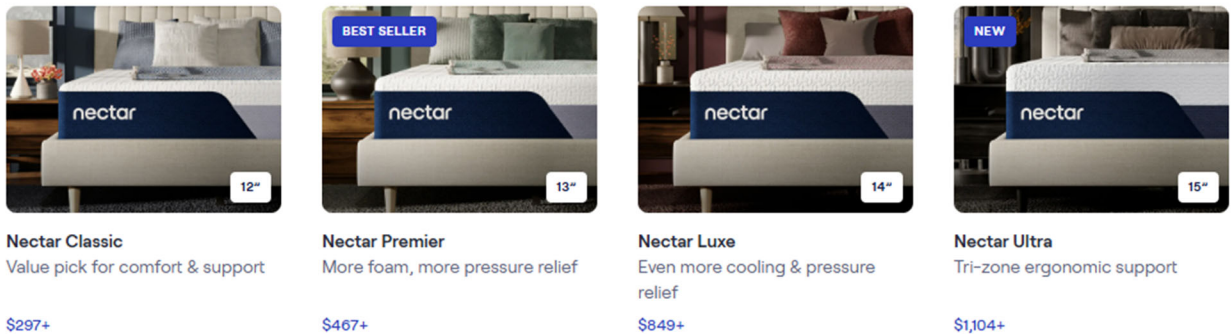
26 ¹ Aimee Dewing, *Gov. Newsom Signs Bill to Ban Fiberglass and Other Toxic*
27 *Chemicals from Mattresses and Sofas*, EWG (Oct. 08, 2023),
28 <https://www.ewg.org/news-insights/news-release/2023/10/gov-newsom-signs-bill-ban-fiberglass-and-other-toxic-chemicals>.

B. Defendants And Their Mattresses

21. Defendants are global eCommerce mattress and furniture manufacturers. Defendants specialize in memory foam mattresses that ship in a box and are usually less expensive and cumbersome than purchasing a traditional mattress.

22. Resident Home, LLC, prior to its acquisition by Ashley Global Retail, LLC and Ashley Furniture Industries, LLC “set out to start a sleep revolution. [Its] goal was to create the most comfortable mattress at a reasonable price point. The result was Nectar, North America’s fastest-growing e-commerce brand in 2018.”²

23. Defendants sell four different mattress models under the brand name Nectar: the Nectar Classic, Nectar Premier, Nectar Luxe, and Nectar Ultra. Each model suffered from the alleged deficiencies at different periods of time. Discovery will reveal the true extent of affected Products and the time range in which they were affected. At the time each Product was affected, they contained the same or substantially similar misrepresentations and omissions made by Defendants on the Products’ labeling and marketing.



24. The Nectar Classic is Defendants’ most affordable option. Each level up provides more support and increases the Products’ thickness by about an inch. Defendants also offer the Mattresses in various sizes.

² RESIDENT, <https://shop.residenthome.com/pages/about> (last accessed July 10, 2025).

1 25. The Mattresses are sold through their website, nectarsleep.com, and
2 third-party retailers, such as Amazon.com.

3 26. However, no matter the model or size, all reasonable consumers,
4 including Plaintiff, purchased the Products for the same purpose: to sleep on. As
5 discussed herein, all the Products leak (or risk leaking) toxic fiberglass (the Product
6 Defects). Therefore, Plaintiff and all reasonable consumers were similarly deceived
7 by Defendants’ omissions concerning the Defects, and Plaintiff and all reasonable
8 consumers paid a price premium for these products.

9 **C. Defendants’ Products Contain and Leak Toxic**
10 **Fiberglass**

11 27. Memory foam mattresses, like Defendants’, are more flammable than
12 traditional mattresses. Accordingly, they are required to meet federal flammability
13 standards.

14 28. To comply, the Products are covered by a fire-retardant sock or sleeve
15 that must meet Open Flame Resistance Standards in 16 C.F.R. § 1633. The sleeves
16 in the Products are made from fiberglass, also known as glass fibers. “Should a fire
17 break out in the bedroom, the sock suffocates the oxygen needed for fuel and the
18 fiberglass melts to keep the insides from catching fire.”³

19 29. However, the glass fibers from the fire-retardant sock routinely seep
20 through the mattress, covering and releasing fiberglass into the surrounding
21 environment causing skin and eye irritation, as well as breathing issues.

22 30. The Defects also include the fire-retardant sock not meeting the Open
23 Flame Resistance Standards required by § 1633 because when the fiberglass leaks
24 out, the fiberglass sock loses its fire-retardant properties.

25 31. Thus, when the fiberglass seeps out of the Products, it poses two safety
26 issues: (1) the fire-retardant socks loses its fire-retardant capabilities and (2) the

27 _____
28 ³ Eric Ridenour, *Do Nectar Mattresses Have Fiberglass?*, SLEEPJUNKIE (last updated
June 30, 2025), <https://www.sleepjunkie.com/do-nectar-mattresses-have-fiberglass/>.

1 fiberglass easily disperses from the Products into the surrounding environment
2 leading to the risk of serious health effects from breathing it in and a costly clean up
3 inside the home.

4 **D. Defendants Encouraged Consumers To Remove The**
5 **Covers Of Their Mattresses Despite Exposing Them To**
6 **Fiberglass**

7 32. Defendants misleadingly claim their Products are “[t]ruste[d] by 5.5
8 [m]illion American [s]leepers.” However, the inclusion of fiberglass, which
9 disperses easily throughout the home through ordinary use, renders the Products
entirely untrustworthy due to the defect and safety hazard.

10
11 **Trusted by 5.5 Million American Sleepers***



12 **9 out of 10**

13 Nectar customers would recommend Nectar to their family and
14 friends.**



15 **9 out of 10**

16 Said their Nectar mattress helped reduce overall aches, stiffness,
17 soreness, and/or discomfort.**



18 **9 out of 10**

19 Back pain sufferers said their Nectar mattress helped some or a
20 lot.**

21 *Details **Based on a randomized survey of Nectar mattress owners conducted in July 2020

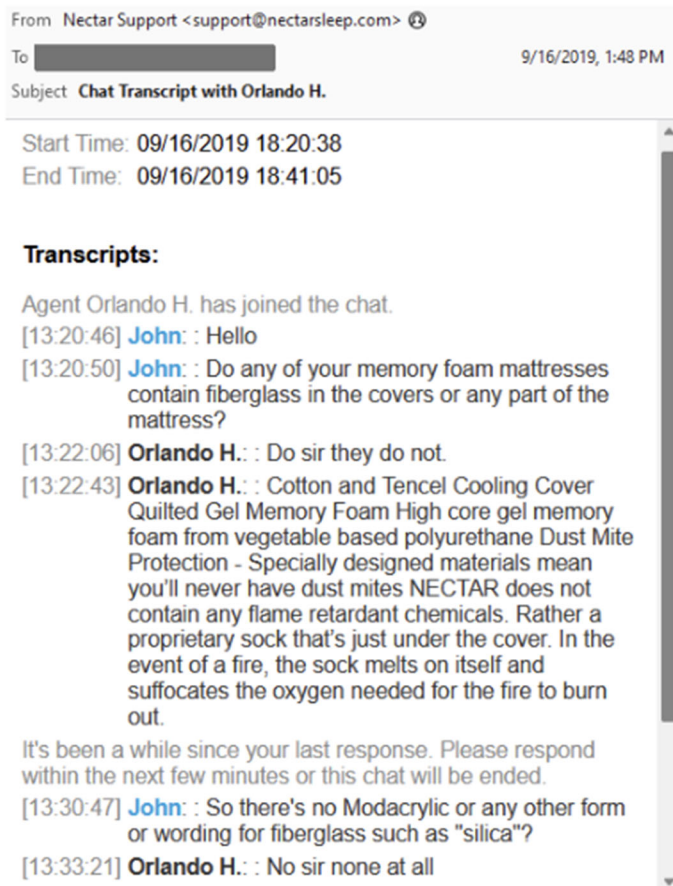
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1 33. In fact, Defendants’ track record regarding fiberglass in the Products is
2 particularly problematic. In 2019, Defendants denied the use of fiberglass in the
3 Products entirely.⁴ As shown by the screenshot below from an investigative blog
4 post, this turned out to be untrue:

5 In late 2019, another big brand was coming under scrutiny because of fiberglass leaking from its
6 mattresses. At the time, I was shopping for my daughter’s first “big girl” bed. I initially contacted
7 Nectar about fiberglass because I was considering buying a Nectar mattress.

8 I asked Nectar if any of its memory foam mattresses contained fiberglass. This is what Nectar
9 said:

10 *“No sir none at all” -Nectar*



⁴ *Id.*

1 Hello! I would like to warn everyone of an experience my roommate and
2 I have just had, in case I can prevent it happening to anyone else. Or,
3 you know, if anyone knows a lawyer who could advise us.

4 My roommate has a queen size Nectar mattress. Friday night, she
5 spilled some water on the bed and took the cover off to air dry. She
6 unzipped the cover, and a flame retardant sleeve (that we hadn't known
7 was there to begin with) made of woven fiberglass began shedding
8 small fiberglass particles. They were airborne. The whole room and
9 everything in it is contaminated, and there are few surfaces elsewhere
10 in the apartment that don't have at least a little. Nowhere on the
11 mattress' tags or on the Nectar website does it say there is a fiberglass
12 sleeve. In fact, it makes a big deal of how there are five components:
top of cover, three layers of foam, bottom of cover. Nothing about the
flame retardant sleeve there. The label on the cover doesn't say you
can't take it off, just that they suggest you don't. It does not mention
fiberglass as a material found in the mattress at all. The website even
has a page explaining that you CAN take off the cover and wash it, if
you must, just that they suggest you don't. No real reasons given. No
mention of fiberglass.

13 Our apartment is sparkly with fiberglass. We have had to drop money
14 on a HEPA filter vacuum that could safely remove some of it, and on
15 new non-permeable mattress covers to contain the worst of the source.
16 We have had to garbage-bag up almost everything in her room. No
17 amount of runs through the laundry seems to get it all out of clothes,
18 and we have to thoroughly wipe out the washer and dryer drums every
load. All her pillows were ruined, the chair in her room, her clothing,
some expensive bras, a nice area rug, and I'm sure there will be trouble
on the horizon with our landlord regarding the carpet, even if we do
vacuum it as well as we can.

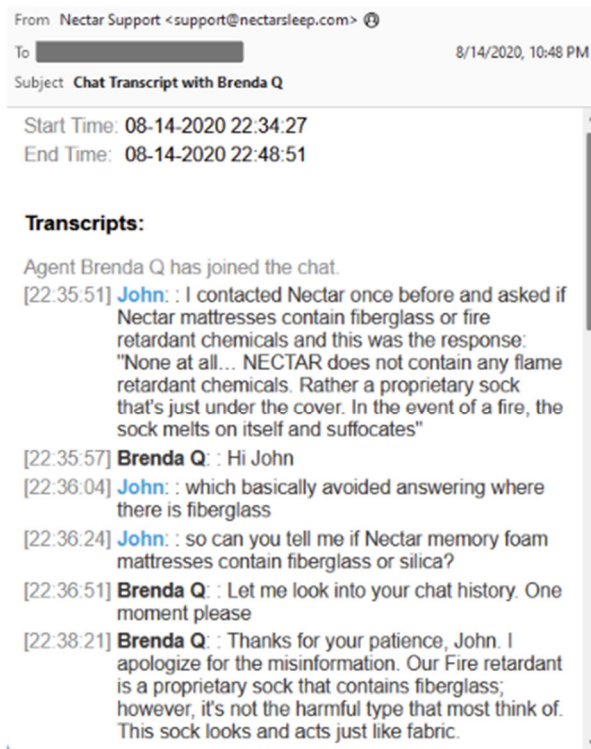
19 Lilly has been having nosebleeds, before the mattress was unzipped,
20 but the worst one I've seen yet was the one that evening. She's been
21 sleeping on it almost a year, and it could have begun coming through
the fabric cover. Nosebleeds are a sign of fiberglass inhalation.

22 We have contacted the company, and their response was honestly
23 insulting. We were told that we shouldn't have taken the mattress cover
24 off to begin with, and that it can no longer be covered by the 365 night
25 guarantee, despite us having had it for under the full year. I have just
26 now, after three days trying, finally spoken to someone willing to look
27 into our case, so here's hoping we'll get even a fraction of what we are,
28 frankly, owed.

1 36. Indeed, only when prompted by customers did Defendants clarify their
2 previous statement.⁸ Worse, Defendants failed to include any warning on the
3 packaging that fiberglass would leak, or could leak, out of the Mattresses through
4 regular use. Moreover, Defendants tried to claim that the fiberglass in the Mattresses
5 were ““not the harmful type [of fiberglass] that most think of.”⁹ However, there are
6 no non-irritating types of fiberglass.

7 I contacted Nectar through live chat again and this is what I was told:

8
9 *"I apologize for the misinformation. Our Fire retardant is a proprietary sock
10 that contains fiberglass; however, it's not the harmful type that most think of." -
11 Nectar*



26 ⁸ *Id.* See also John Snow, *Does Nectar Mattress Have Fiberglass? Most Likely*, FIBERGLASSFREE.COM (Mar. 01, 2024), <https://fiberglassfree.com/fiberglass-checks/does-nectar-still-use-fiberglass/>.

27 ⁹ Snow, *supra* note 8.

1 37. Additionally, as discussed briefly *supra*, Defendants’ Products—
2 including Plaintiff’s—feature a zippered outer. When the cover is unzipped,
3 consumers are directly exposed to the interior fiberglass.

4 38. Despite Defendants’ knowledge of fiberglass in its cover, Defendants
5 encouraged its removal. Defendants first recommended customers remove the outer
6 cover so that it could be washed when necessary. Despite this recommendation, they
7 provided no warning about the risk of doing so.¹⁰

8 39. Finally, circa 2022 or 2023, and after many complaints about fiberglass
9 exposure, Defendants added a warning to the outer cover warning consumers against
10 removing the cover for risk of injury or death.¹¹ But the warning never specified
11 why. Specifically, that warning made no mention fiberglass.

12 40. By failing to explain the risk that existed, Plaintiff and consumers were
13 never truly appraised of the harm that can arise by removing the cover for cleaning.
14 Remarkably, Defendants added this disclaimer to the outer cover and continued to
15 manufacture the outer cover *with a zipper* that made the cover removeable. This
16 minimized the effect of any possible warning.

17 **E. Regardless Of Any Disclaimer Or Zipper, The**
18 **Mattresses Leak Fiberglass**

19 41. Disclaimer aside, even if consumers did not remove the outer cover, the
20 covers leaked the fiberglass into their homes. Defendants failed to mention their
21 Products pose this risk to Plaintiff and those similarly situated regardless of whether
22 the cover is removable.

23 42. Even a small leak can introduce thousands of glass fibers into their
24 homes.¹²

25 ¹⁰ *Id.*

26 ¹¹ *Id.*

27 ¹² See generally, Harrison Wall, *How to Clean Fiberglass from a Mattress*, (last
28 updated June 30, 2025) SLEEPJUNKIE, <https://www.sleepjunkie.com/how-to-clean-fiberglass-from-a-mattress/>.

1 43. However, in October 2023, Defendants followed the industry trend and
2 disavowed the use of fiberglass in the Products.¹³ Interestingly, Defendants refused
3 to provide any proof of this change at the time.¹⁴

4 44. For example, one version Defendants sell under the Nectar Classic
5 brand on Amazon.com¹⁵ has invited scores of complaints from consumers.

6 45. Multiple verified Amazon purchasers gave the Nectar Classic Mattress a
7 one-star rating because the mattress exposed them and their homes to toxic
8 fiberglass.

9 46. As one verified purchaser stated, as recently as April 29, 2025:

10 I purchased this mattress in November 2024, and by April
11 2025, the zipper came undone, exposing potential
12 fiberglass, which is a health risk. Despite providing my
13 order details and photos multiple times, Nectar support has
14 been unresponsive and repetitive, asking for the same
15 information with no resolution.

16 I do not recommend this product or company due to the
17 safety concerns and lack of proper support.

18 47. A verified purchaser authored a review on October 5, 2022, that states,
19 in part: “Unboxing process is very time-consuming and stressful because if you cut
20 too deep the fiberglass in the mattress will spread throughout the house and
21 potentially murder you.”

22 48. A verified purchaser authored a review on December 29, 2024, that
23 reads: “Don’t buy this garbage. It’s full of fiberglass.”

24 _____
¹³ *Id.*

25 ¹⁴ Snow, *supra* note 8.

26 ¹⁵ *Nectar Classic 12” Queen Mattress*, AMAZON, https://www.amazon.com/Nectar-Classic-Queen-Mattress-Version/dp/B0DCXFXGBM/ref=cm_cr_arp_d_bdcrb_top?ie=UTF8&th=1 (last
27 accessed July 01, 2025).
28

1 49. A purchaser authored a review on April 7, 2022, that reads: “The first 3-
2 5 weeks wasn’t that bad after that couldn’t get comfortable then the
3 whole fiberglass situation after 4-5 months started noticing wheezing and itchiness.”

4 50. A purchaser authored a review on December 6, 2024, that states, in part:
5 “you’re not allowed to remove the cover (early on, it was advertised as washable.
6 Later, when fiberglass was revealed to be in the cushioning, they changed this to you
7 can never remove it.)”

8 51. A purchaser authored a review on April 30, 2021, that states:

9 I bought a Nectar mattress from Nectar's website. I
10 recently spilled a glass of water on the mattress and I
11 removed the cover to air dry. The tag on the mattress
12 cover by the zipper recommends spot cleaning only, but
13 doesn't warn against removing the cover entirely. I
14 assumed spot clean only just meant not to put it in in the
15 laundry, as stated on the tag. In addition to no explicit
16 warnings on the tag, Nectar's website clearly states that
17 you can launder the cover if needed and that they only
18 recommend against removing it & advise against touching
19 bare mattress because it may damage mattress integrity.
20 What they don't mention anywhere on the website or tags
21 is that the reason for their suggestions is the flame
22 retardant fiberglass sock under the cover. Because they do
23 not have a single mention of this fiberglass sock's
24 presence, I had bought the mattress with the understanding
25 that the mattress was as it is depicted in many diagrams on
26 the website: a top and bottom zip-on cover with three
27 layers of foam inside, and nothing else. However, that was
28 a false depiction, and once the mattress cover was taken
off, the fiberglass was exposed. Since it is such fine
particles, the act of taking off the cover disturbed it and
made large amounts of the fiberglass airborne. My
roommate & I are now living in a space contaminated
with fiberglass, without a viable mattress, with a plethora
of ruined clothing and belongings that will need replacing,
and we are also stuck footing the likely hefty cleaning bill.
What's more, I've been getting frequent heavy nosebleeds,
possibly a result of fiberglass inhalation while using and/or

1 handling the mattress. This never would have happened if
2 Nectar had been upfront about the materials used in their
3 mattress, or if they had placed clear warning labels on the
4 mattress cover tags. They even went so far as to tell me
5 that I couldn't get a refund because I had voided my
6 warranty through misuse of a mattress that I had never
7 been informed was misuse, and had been told by the
8 website was ok to do, though it had a chance of damaging
9 the mattress' "integrity" if I touched the uncovered mattress
10 too much. I had just thought that was something about
11 skin oils and memory foam. There was no indication
12 anywhere that I was doing something wrong, and when it
13 literally exploded in my face, they had the nerve to tell me
14 that it was my fault and now they couldn't refund my
15 money, much less right any of the many other wrongs that
16 occurred here. And now I have damaged property, what
17 seems like an injury from fiberglass inhalation, an
18 unusable mattress, and a lot of bills to pay.

19 Suffice it to say we will be filing a lawsuit.

20 52. A purchaser authored a review on December 19, 2022, that reads:

21 I was super concerned when I was constantly getting sick
22 after using this mattress but I correlated it with the fact that
23 I had moved states and I was just adjusting to the weather
24 or something but after almost a year I found out that they
25 use fiberglass in their mattress and I've been waking up
26 with hives on my face, headaches, and rashes all over my
27 body. I seriously hope that people read this review and
28 stay as far away from this mattress as possible. I had
assumed that in me spending \$800 on a mattress I would
receive something of quality but instead I was
unknowingly cuddling with death every night. 1/10 would
not recommend.

53. A purchaser authored a review on June 1, 2021, that reads:

These things have an outrageously
dangerous fiberglass sleeve under the outer cover. They
say it's safe as long as you don't remove the outer cover,
but after two/three years of regular use the fiberglass is

1 now leaking out of the mattress. Insulting reaction from
2 Nectar. I don't expect these things to be on the market
3 forever.

4 54. A purchaser authored a review on March 16, 2023, that reads:

5 The bed sags in the middle after a year and it
6 has fiberglass in it that leaks out and makes you sick and
7 customer service is no help they blow you off do yourself a
8 favor don't buy you will be sorry

9 55. On information and belief, Defendants' Nectar Classic Mattress is not
10 the only model with these defects but every single Nectar mattress at some point had
11 the Defects.

12 **F. The Presence (or Risk) of Fiberglass in the Products
13 Far Exceeds Expectations of Reasonable Consumers**

14 56. As discussed *supra*, the packaging and information provided to
15 Plaintiff and similarly situated consumers fails to warn customers that the Products
16 pose a risk to health and safety.

17 57. Given the negative effects of toxic fiberglass on a consumers' health,
18 the possibility for this substance to leak out of a consumers' bedding is a material
19 fact to reasonable consumers, including Plaintiff and members of the Classes.

20 58. As demonstrated below, Defendants know that the safety of their
21 Products is a material fact to reasonable consumers.

22 59. However, Defendants also knew that if the presence, or risk, of toxic
23 fiberglass in its Products was disclosed to Plaintiff and the Class members, then
24 Plaintiff and the Class members would be unwilling to purchase the Products or
25 would pay less for them.

26 60. In light of Defendants' knowledge that Plaintiff and the Class Members
27 would be unwilling to purchase the Products or would pay less for the Products if
28 they knew they leaked (or risked leaking) toxic fiberglass.

1 61. Defendants knew, or should have known, that Plaintiff and Class
2 members would rely upon the packaging of the Products and intend for them to do so
3 but failed to disclose the likelihood of toxic fiberglass leaking out of the Products.

4 62. Indeed consumer concern for fiberglass free Mattresses has been
5 growing. For example, the Environmental Working Group’s vice president of
6 government affairs in California, Bill Allayud, said “Californians are demanding
7 healthier and safer alternatives to the toxic materials currently in some mattresses
8 and sofas. Consumers increasingly want to know they’re not being unintentionally
9 exposed to health hazards in their everyday life.”¹⁶

10 63. Similarly, during an April 2023 California legislative committee
11 hearing, Assemblymember Laura Friedman said “when individuals unzip or open
12 mattress covers, unintentional exposure to fiberglass can occur. In addition, there’s
13 concern that even when the mattress or couch covers are not disturbed, the fiberglass
14 particles escape to the surface, leading to unintended exposures.”¹⁷

15 64. Defendants knew, or should have known, that they owed consumers a
16 duty of care to adequately disclose the likelihood, or possibility, that toxic fiberglass
17 would leak out of the Products.

18 65. Additionally, Defendants knew, or should have known, that a
19 reasonable consumer would utilize the Products for long periods of time each day,
20 leading to significant wear and tear on the Products and increasing the likelihood for
21 exposure to fiberglass.

22 66. For example, in the AB 1059 legislative hearing, Bill Allayud also said
23 “fiberglass is a true concern about exposure to everyone, not just children in this

24 _____
25 ¹⁶ Aimee Dewing, *California Legislature Approves Ban on Fiberglass in Mattresses*
26 *and Upholstered Furniture*, EWG (Sept. 11, 2023), https://www.ewg.org/news-insights/news-release/2023/09/california-senate-approves-ban-fiberglass-mattresses-and?utm_source=chatgpt.com.

27 ¹⁷ Assemblywoman Laura Friedman, Assembly Standing Comm. on Environmental
28 Safety & Toxic Materials, Apr. 18, 2023 Hearing on AB 1059 (remarks at 30:23).

1 case. We're often worried about children in this Committee. Through wear and tear,
2 people opening up mattresses to wash them or look what's inside, they get spread
3 quite easily and they're microscopic fibers, can get in the lungs and have bad health
4 impacts. We understand the need for safety. No one wants to see a mattress go up in
5 flames. It's not just in your house.”¹⁸

6 67. Defendants knew, or should have known, they could control the
7 possibility of fiberglass leaking out of the Products by properly enclosing the
8 fiberglass in a durable enclosure that would not leak, or risk leaking, out of the
9 Products through normal use; or by eliminating the use of fiberglass in the Products
10 in its entirety.

11 68. Prior to purchasing the Products, Plaintiff and the Class Members were
12 exposed to, saw, read, and understood Defendants’ labels, and relied upon them in
13 purchasing the Products, but Defendants failed to disclose the likelihood, or
14 possibility, that fiberglass would leak out of the Products through regular use.

15 69. As a result, of Defendants’ concealment that the Products leaked, or
16 risked leaking, toxic fiberglass, Plaintiff and the class members reasonably believed
17 that Defendants’ Products would not detrimentally affect their own health.

18 70. In reliance upon Defendants’ labels that contained omissions, Plaintiff
19 and the Class Members purchased the Products.

20 71. Had Plaintiff and the Class Members known the truth—*i.e.*, that the
21 Products leaked (or risked leaking) toxic fiberglass, rendering them unsafe for use—
22 they would not have been willing to purchase them or would have paid less for them.

23 72. Therefore, as a direct and proximate result of Defendants’ omissions
24 concerning the Products, Plaintiff and the Class Members purchased the Products.

25 73. Plaintiff and the Class Members were harmed in the form of the monies
26 they paid for the Products which they would not otherwise have paid had they known

27 ¹⁸ Bill Allayaud, Assembly Standing Comm. on Environmental Safety & Toxic
28 Materials, Apr. 18, 2023 Hearing on AB 1059 (remarks at 32:29).

1 the truth about the Products. Since the likelihood for leakage (or risk) of toxic
2 fiberglass renders the Products unsafe for use, the Products that Plaintiff and the
3 Class Members purchased are worthless or are worth less than Plaintiff and the
4 Classes paid for them. As such, the Products carry a price premium on account of
5 the fiberglass defect.

6 74. Based on Defendants' decision to tout the Products as trustworthy, as
7 well as the fact that the possibility of leakage of fiberglass pertains to matters of
8 safety, Defendants had a duty to tell the full truth about the likelihood or leakage of
9 fiberglass from regular use of the Products.

10 75. The Products' labels are materially deceptive, false, and misleading
11 given Defendants' omission about the likelihood, or risk, that fiberglass would leak
12 from the mattresses and expose consumers of the Products.

13 76. Because of these risks, Defendants had a duty to disclose the presence
14 of fiberglass and the risk posed. Indeed, because, just by laying on the mattress or
15 removing the cover to wash it, the risk from fiberglass exposure in the cover poses
16 an unreasonable safety hazard. Additionally, because the risk arises by merely using
17 the mattresses as intended (laying on it and washing it), which cause the fiberglass to
18 either seep through the cover or be exposed through removal, the defect is material to
19 the central function of the Product. Indeed, a mattress—designed for sleeping on—
20 cannot function as such if sleeping on it causes the defect to arise.

21 77. Moreover, because Defendant—as manufacturer—was made aware of
22 the defect, it has superior knowledge of the defect but failed to properly remedy it;
23 instead continued to sell the Products with fiberglass.

24 **FED R. CIV. P. 9(B) ALLEGATIONS**

25 78. Rule 9(b) of the Federal Rules of Civil Procedure provides that “[i]n
26 alleging fraud or mistake, a party must state with particularity the circumstances
27 constituting fraud or mistake.” To the extent necessary, as detailed in the paragraphs
28 above and below, Plaintiff has satisfied the requirements of Rule 9(b) by establishing

1 the following elements with sufficient particularity.

2 79. **WHO**: Defendants made material omissions of fact on their packaging
3 of the Products by omitting the likelihood (or risk) of leakage of fiberglass through
4 regular use of the Products.

5 80. **WHAT**: Defendants' conduct was and continues to be fraudulent and
6 deceptive because it has the effect of deceiving consumers into believing that the
7 Products do not leak (or risk leaking) fiberglass. Defendants omitted from Plaintiff
8 and Class Members that the Products leak (or risk leaking) fiberglass. Defendants
9 knew or should have known this information is material to all reasonable consumers
10 and impacts consumers' purchasing decisions. Yet, Defendants have omitted from
11 the Products' labeling the fact that they leak (or risk leaking) fiberglass.

12 81. **WHEN**: Defendants omitted from the Products' labeling the fact that
13 the Products leak (or risk leaking) fiberglass, at various times throughout the
14 applicable relevant periods, including at the point of sale, the exact dates of which
15 may be determined through discovery.

16 82. **WHERE**: Defendants' omissions were made on the front labeling and
17 packaging of the Products and were thus viewed by every purchaser, including
18 Plaintiff, at the point of sale in every transaction. The Products are sold in brick-and-
19 mortar stores and online stores nationwide.

20 83. **HOW**: Defendants omitted from the Products' labeling the fact that
21 they leak (or risk leaking) fiberglass. And as discussed in detail throughout this
22 Complaint, Plaintiff and Class Members read and relied on Defendants' front-label
23 omissions before purchasing the Products.

24 84. **WHY**: Defendants omitted from the Products' labeling the fact that they
25 leak (or risk leaking) fiberglass for the express purpose of inducing Plaintiff and
26 Class Members to purchase the Products at a substantial price premium or more than
27 they would have paid had they known the truth about the Products. As such,
28 Defendants profited by selling the Products to at least thousands of consumers

1 throughout the nation, including Plaintiff and the Class Members.

2 **CLASS ALLEGATIONS**

3 85. Plaintiff brings this action individually and on behalf of all other
4 persons similarly situated pursuant to Federal Rule of Civil Procedure 23. The class
5 definition(s) may depend on the information obtained throughout discovery.
6 Notwithstanding, at this time, Plaintiff brings this action and seeks certification of
7 the following proposed classes:

8 **Nationwide Class:** All persons within the United States
9 who purchased the Products from the beginning of any
10 applicable statute of limitations period through the date of
11 judgment.

12 **Multistate Class:** All persons in California, Delaware, the
13 District of Columbia, Kansas, New Jersey, Ohio, Utah,
14 Missouri, West Virginia, and Virginia, who purchased the
15 Products from the beginning of any applicable limitations
16 period through the date of judgment.

17 **California Subclass:** All persons who purchased the
18 Products in the State of California from the beginning of
19 any applicable limitations period through the date of
20 judgment. [The Nationwide Class, Multistate Class, and
21 California Subclass are collectively referred to as the
22 “Classes.”]

23 86. Excluded from the proposed Classes are the Defendants, and any
24 entities in which Defendants have a controlling interest, Defendants’ agents,
25 employees and their legal representatives, any Judge to whom this action is assigned
26 and any member of such Judge’s staff and immediate family, and all resellers of the
27 Products.

28 87. Plaintiff reserves the right to amend the definition of the Classes if
discovery or further investigation reveals that the Classes should be expanded or
otherwise modified.

88. **Numerosity.** At this time, Plaintiff does not know the exact number of
members of the Classes; however, given the nature of the claims and the number of
retail stores in the United States selling the Products, Plaintiff believe that the Class

1 Members are so numerous that joinder of all members is impracticable. While the
2 exact number of Class Members remains unknown at this time, upon information and
3 belief, there are thousands, if not hundreds of thousands, of putative Class Members.
4 Moreover, the number of members of the Classes may be ascertained from
5 Defendants' books and records. Class Members may be notified of the pendency of
6 this action by mail and/or electronic mail or other appropriate digital means, which
7 can be supplemented if deemed necessary or appropriate by the Court with published
8 notice.

9 **89. Predominance of Common Questions of Law and Fact.** There is a
10 well-defined community of interest in the questions of law and fact involved in this
11 case. Questions of law and fact common to the members of the Classes that
12 predominate over questions that may affect individual Class Members include:

- 13 a. whether the Products leak, or risk leaking, fiberglass;
- 14 b. whether Defendants' conduct is unethical, oppressive, unscrupulous,
15 and/or substantially injurious to consumers;
- 16 c. whether leakage of fiberglass from the Products is material to a
17 reasonable consumer;
- 18 d. whether Defendants had a duty to disclose that their Products leaked, or
19 risked leaking, fiberglass;
- 20 e. whether Plaintiff and members of the Classes are entitled to injunctive
21 and other equitable relief;
- 22 f. whether Defendants failed to disclose material facts concerning the
23 Products;
- 24 g. whether Defendants' conduct was unfair and/or deceptive;
- 25 h. whether Defendants have been unjustly enriched as a result of the
26 unlawful, fraudulent, and unfair conduct alleged in this Complaint such
27 that it would be inequitable for Defendants to retain the benefits
28 conferred upon Defendants by Plaintiff and the Class Members;
- i. whether Defendants' conduct was deceptive under the statutes asserted
herein; and

1 j. whether Plaintiff and the Class Members have sustained damages with
2 respect to the common-law claims asserted, and if so, the proper
3 measure of their damages.

4 90. **Typicality.** Plaintiff’s claims are typical of those of the Class members
5 because Plaintiff, like other Class members, purchased, in a typical consumer setting,
6 the Products and Plaintiff sustained damages from Defendants’ wrongful conduct.

7 91. **Adequacy.** Plaintiff will fairly and adequately protect the interests of
8 the Class Members and has retained counsel that is experienced in litigating complex
9 class actions. Plaintiff has no interests which conflict with those of the Classes.

10 92. **Superiority.** The class mechanism is superior to other available means
11 for the fair and efficient adjudication of the claims of the members of the Classes.
12 Each individual Class Member may lack the resources to undergo the burden and
13 expense of individual prosecution of the complex and extensive litigation necessary
14 to establish Defendants’ liability. Individualized litigation increases the delay and
15 expense to all parties and multiplies the burden on the judicial system presented by
16 the complex legal and factual issues of this case. Individualized litigation also
17 presents a potential for inconsistent or contradictory judgments. In contrast, the class
18 action device presents far fewer management difficulties and provides the benefits of
19 single adjudication, economy of scale, and comprehensive supervision by a single
20 court on the issue of Defendants’ liability. Class treatment of the liability issues will
21 ensure that all claims and claimants are before this Court for consistent adjudication
22 of liability issues.

23 **COUNT I**

24 **Violation of California’s Unfair Competition Law (“UCL”)**
25 **California Business & Professions Code § 17200, *et seq.***
26 **(On behalf of Plaintiff and the California Subclass)**

27 93. Plaintiff hereby incorporates by reference and re-alleges herein the
28 allegations contained in all preceding paragraphs of this Complaint.

1 94. Plaintiff brings this claim individually and on behalf of the California
2 Subclass against Defendants.

3 95. Defendants violated California’s Unfair Competition Law (“UCL”),
4 Cal. Bus. & Prof. Code § 17200, *et seq.*, by engaging in unfair, fraudulent, and
5 unlawful business practices.

6 96. Plaintiff has standing to pursue this claim because he suffered an injury-
7 in-fact and lost money or property because of Defendants’ unlawful, unfair, and
8 fraudulent conduct. Specifically, Plaintiff purchased his Product for his own
9 personal use. In doing so, Plaintiff relied upon Defendants’ omissions and
10 reasonably understood that the Mattress was safe to sleep on and posed no risk to his
11 health and his home. Plaintiff spent money in the transaction that he otherwise
12 would not have spent had he known the truth about Defendants’ advertising claims.

13 97. Because Defendants’ conduct is ongoing, Plaintiff seeks an order
14 enjoining Defendants from continuing to conduct business through their fraudulent
15 conduct and further seeks an order requiring Defendants to conduct a corrective
16 advertising campaign in accordance with California Business & Professions Code
17 §17203.

18 98. As a result of Defendants’ conduct, Plaintiff seeks restitution,
19 disgorgement, and injunctive relief under California Business & Professions Code
20 §17203.

21 99. Here, equitable relief is appropriate because Plaintiff may lack an
22 adequate remedy at law if, for instance, damages resulting from his purchase of his
23 Product is determined to be an amount less than the premium price of the Product.
24 Without compensation for the full premium price of the Product, Plaintiff would be
25 left without the parity in purchasing power to which he is entitled.

26 100. Injunctive relief is also appropriate, and indeed necessary, to require
27 Defendants to provide full and accurate disclosures regarding the Products so that
28 Plaintiff and Class Members can reasonably rely on Defendants’ packaging as well

1 as those of Defendants' competitors who may then have an incentive to follow
2 Defendants' deceptive practices, further misleading consumers.

3 101. Restitution and/or injunctive relief may also be more certain, prompt,
4 and efficient than other legal remedies requested herein. The return of the full
5 premium price, and an injunction requiring either (1) adequate disclosures of the
6 likelihood, or risk, that fiberglass will leak from the Products; or (2) the removal of
7 such fiberglass from the Products, will ensure that Plaintiff is in the same place he
8 would have been in had Defendants' wrongful conduct not occurred, i.e., in the
9 position to make an informed decision about the purchase of the Products absent
10 omissions with the full purchase price at his disposal.

11 ***“Unfair” Prong of the UCL***

12 102. A business act or practice is “unfair” under the UCL if it offends an
13 established public policy or is immoral, unethical, oppressive, unscrupulous, or
14 substantially injurious to consumers. That unfairness is determined by weighing the
15 reasons, justifications, and motives for the business act or practice against the gravity
16 of the harm alleged.

17 103. Defendants' conduct constitutes an “unfair” business practice because,
18 as alleged herein, Defendants engaged, and continues to engage in, false, misleading,
19 and deceptive advertising campaigns. Plaintiff and Class Members purchased the
20 Products based on Defendants' labels, which omitted the likelihood (or risk) of toxic
21 fiberglass leaking from the Products. Plaintiff would not have purchased his Product
22 at all or would have paid less for it but for Defendants failing to disclose that the
23 Products leak (or risk leaking) toxic fiberglass. Plaintiff and the California Subclass
24 members paid money for the Products. However, Plaintiff and the California
25 Subclass members did not obtain the full value or any value of the Products due to
26 Defendants' omissions regarding the nature of said Products. Accordingly, Plaintiff
27 and the California Subclass members suffered an injury in fact and lost money or
28 property as a direct result of Defendants' material omissions.

1 104. Moreover, Defendants have engaged, and continue to engage, in
2 conduct that violates the legislatively declared policies of: (1) California Civil Code
3 §§ 1572, 1573, 1709, 1710, 1711 against committing fraud and deceit; and (2)
4 California Civil Code §1750 against committing acts and practices intended to
5 deceive consumers regarding the representation of goods in certain particulars.
6 Defendants gained an unfair advantage over their competitors, whose labeling,
7 advertising, and marketing for other similar products must comply with these laws.

8 105. Defendants' conduct, as alleged above and herein, was not motivated by
9 any legitimate business or economic need or rationale, other than to maximize their
10 revenue at the expense of consumers who purchased the Products. No legitimate
11 reasons, justifications, or motives outweigh the harm and adverse impact of
12 Defendants' conduct on members of the general consuming public. Defendants
13 engaged, and continue to engage, in such conduct solely to wrongfully extract
14 monies from reasonable consumers to which Defendants are not entitled.
15 Defendants could have, but have not, used alternative means of effecting their
16 legitimate business needs, such as by properly disclosing the likelihood that
17 fiberglass can leak from the Products through regular use, or by omitting the
18 fiberglass entirely.

19 106. Defendants' conduct harms consumers and hurts market competition.
20 Defendants' conduct, as alleged herein, is immoral, unethical, oppressive,
21 unscrupulous, unconscionable, and/or substantially injurious to Plaintiff and
22 Members of the California Subclass because it violates consumers' reasonable
23 expectations. If Defendants had advertised the Products in a non-misleading fashion,
24 Plaintiff and other California Subclass Members could have considered other options
25 for purchasing a mattress.

26 ***“Fraudulent” Prong of the UCL***

27 107. A business act or practice is “fraudulent” under the UCL if it is likely to
28 deceive members of the consuming public.

1 108. Defendants have engaged in, and continue to engage, in, fraudulent
2 business practices by knowingly omitting from consumers that the Products they
3 purchase will leak, or risk leaking, toxic fiberglass. Defendants’ conduct deceived
4 Plaintiff and California Subclass Members who purchased the Products in reliance
5 on Defendants’ omissions and is highly likely to deceive members of the consuming
6 public because, as alleged above, the Products violate consumers’ reasonable
7 expectations. Such a business practice lacks utility and functions only to maximize
8 Defendants’ profits at the expense of their customers. The gravity of the harm to
9 Plaintiff and other California Subclass Members, who lost money or property by
10 paying for the Products, far outweighs the benefit to Defendants’ conduct.

11 109. Further, Defendants’ fraudulent business practices will continue to
12 mislead consumers because it will be impossible for consumers to know whether
13 Defendants have stopped misrepresenting the safety of the Products as they concern
14 fiberglass. Accordingly, the risk of harm to Plaintiff, members of the California
15 Subclass, and the consuming public, is ongoing.

16 ***“Unlawful” Prong of the UCL***

17 110. A business act or practice is “unlawful” under the UCL if it violates any
18 other law or regulation.

19 111. Defendants’ business practices as alleged herein constitute violations of
20 California’s Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.* (the
21 “CLRA”). Specifically, Defendants have unlawfully marketed and advertised their
22 Products in violation of Cal. Civ. Code §§ 1770(a)(5), 1770(a)(7), and 1770(a)(9), as
23 detailed above.

24 112. Defendants’ business practices also constitute violations of California’s
25 False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et. seq.* (the “FAL”), as
26 described below.

27 113. Defendants’ unfair, fraudulent, and unlawful business practices, as
28 enumerated and explained above and below, were the direct and proximate cause of

1 financial injury to Plaintiff and other members of the California Subclass.
2 Defendants have unjustly benefited as a result of their wrongful conduct.
3 Accordingly, Plaintiff and the California Subclass seek an order of this Court that
4 includes, but is not limited to, requiring Defendants to: (a) provide restitution to
5 Plaintiff and the California Subclass; (b) disgorge all revenues obtained as a result of
6 its violations of the UCL; (c); and pay attorneys' fees and costs for Plaintiff and the
7 California Subclass.

8 **COUNT II**
9 **Violation of California's False Advertising Law ("FAL")**
10 **California Business & Professions Code § 17500, *et seq.***
11 **(On behalf of Plaintiff and the California Subclass)**

12 114. Plaintiff incorporates by reference the foregoing paragraphs of this
13 Complaint as if fully stated herein.

14 115. Plaintiff brings this claim individually and on behalf of California
15 Subclass.

16 116. California's False Advertising Law prohibits any statement in
17 connection with the sale of goods "which is untrue or misleading." Cal. Bus. & Prof.
18 Code § 17500.

19 117. As set forth herein, the Plaintiff purchased his Product based on
20 Defendants' labels, which constituted advertising and which omitted the likelihood
21 (or risk) of toxic fiberglass leaking from the Products.

22 118. Plaintiff would not have purchased his Product at all or would have paid
23 less for it but for Defendants failure to disclose that the Products leaked (or risked
24 leaking) toxic fiberglass.

25 119. Plaintiff and the California Subclass paid money for the Products.
26 However, they did not obtain the full value or any value of the Products due to
27 Defendants' omissions regarding the nature of the Products. Accordingly, Plaintiff
28 and the California Subclass members suffered an injury in fact and lost money or
property as a direct result of Defendants' omissions.

1 120. Defendants’ conduct is ongoing and continuing, such that prospective
2 injunctive relief is necessary, especially given Plaintiff’s desire to purchase these
3 Products in the future and hope to rely on Defendants’ marketing and packaging.

4 121. Plaintiff and members of the California Subclass are entitled to
5 injunctive and equitable relief, and restitution in the amount they spent on the
6 Products.

7 122. Here, equitable relief is appropriate because Plaintiff may lack an
8 adequate remedy at law if, for instance, damages resulting from his purchase of his
9 Product is determined to be an amount less than the premium price of the Product.
10 Without compensation for the full premium price of the Product, Plaintiff would be
11 left without the parity in purchasing power to which he is entitled.

12 123. Injunctive relief is also appropriate, and indeed necessary, to require
13 Defendants to provide full and accurate disclosures regarding the Products so that
14 Plaintiff and Class Members can reasonably rely on Defendants’ packaging as well
15 as those of Defendants’ competitors who may then have an incentive to follow
16 Defendants’ deceptive practices, further misleading consumers.

17 124. Restitution and/or injunctive relief may also be more certain, prompt,
18 and efficient than other legal remedies requested herein. The return of the full
19 premium price, and an injunction requiring either (1) adequate disclosures of the
20 likelihood that the Products leak, or risk leaking, fiberglass; or (2) the removal of
21 such fiberglass from the Products, will ensure that Plaintiff is in the same place he
22 would have been in had Defendants’ wrongful conduct not occurred, i.e., in the
23 position to make an informed decision about the purchase of the Products absent
24 omissions with the full purchase price at his disposal.

COUNT III

**Violation of California’s Consumer Legal Remedies Act (“CLRA”)
California Civil Code § 1750, *et seq.*
(On behalf of Plaintiff and the California Subclass)**

125. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint as if fully stated herein.

126. Plaintiff brings this claim individually and on behalf of the California Subclass.

127. Plaintiff purchased his Product for household use.

128. The acts and practices of Defendants as described above were intended to deceive Plaintiff and the California Subclass members as described herein, and have resulted, and will result, in damages to Plaintiff and members of the California Subclass. These actions violated, and continue to violate, the California Consumers Legal Remedies Act (“CLRA”) in at least the following respects:

- a. In violation of California Civil Code §1770(a)(5) of the CLRA, Defendants’ acts and practices constitute omissions that the Products have characteristics, uses, and/or benefits, which they do not;
- b. in violation of California Civil Code §1770(a)(7) of the CLRA, Defendants’ acts and practices constitute omissions that the Products are of a particular quality, which they are not; and
- c. in violation of California Civil Code §1770(a)(9) of the CLRA, Defendants’ acts and practices constitute the advertisement of the goods in question without the intent to sell them as advertised.

129. By committing the acts alleged above, Defendants have violated the CLRA.

130. Plaintiff and the California Subclass members suffered injuries caused by Defendants’ omissions because they were induced to purchase the Products they

1 would not have otherwise purchased or would have paid less for if they had known
2 that they leak (or risked leaking) toxic fiberglass.

3 131. In compliance with the provisions of California Civil Code §1782,
4 Plaintiff's counsel sent written notice to Defendants on May 20, 2025, informing
5 Defendants of his intention to seek damages under California Civil Code §1750, *et*
6 *seq.* The letter stated that it was sent on behalf of all other persons similarly situated.
7 Accordingly, Plaintiff seeks damages from Defendants for their violations of the
8 CLRA. Defendants have failed to respond to or remedy the issues raised in the
9 notice letter regarding the Products.

10 132. Plaintiff and the California Subclass members are also entitled to,
11 pursuant to California Civil Code §1780, an order enjoining the above-described
12 wrongful acts and practices of Defendants, and any other relief deemed appropriate
13 and proper by the Court under California Civil Code §1780.

14 133. Here, equitable relief is appropriate because Plaintiff may lack an
15 adequate remedy at law if, for instance, damages resulting from his purchase of the
16 Product is determined to be an amount less than the premium price of the Product.
17 Without compensation for the full premium price of the Product, Plaintiff would be
18 left without the parity in purchasing power to which he is entitled.

19 134. Injunctive relief is also appropriate, and indeed necessary, to require
20 Defendants to provide full and accurate disclosures regarding the Products so that
21 Plaintiff and Class members can reasonably rely on Defendants' packaging as well
22 as those of Defendants' competitors who may then have an incentive to follow
23 Defendants' deceptive practices, further misleading consumers.

24 135. Restitution and/or injunctive relief may also be more certain, prompt,
25 and efficient than other legal remedies requested herein. The return of the full
26 premium price, and an injunction requiring either (1) adequate disclosures of the
27 likelihood that fiberglass leaks from the Products; or (2) the removal of such
28 fiberglass from the Products, will ensure that Plaintiff is in the same place he would

1 have been in had Defendants’ wrongful conduct not occurred, i.e., in the position to
2 make an informed decision about the purchase of the Products absent omissions with
3 the full purchase price at his disposal.

4 **COUNT IV**

5 **Fraud**

6 **(On behalf of Plaintiff, the Nationwide Class, and the California Subclass)**

7 136. Plaintiff incorporates by reference the foregoing paragraphs of this
8 Complaint as if fully stated herein.

9 137. Plaintiff brings this claim under the laws of the State of California.

10 138. Plaintiff brings this claim individually and on behalf of the members of
11 the Nationwide Class and the California Subclass against Defendants.

12 139. Rule 9(b) of the Federal Rules of Civil Procedure provides that “[i]n
13 alleging fraud or mistake, a party must state with particularity the circumstances
14 constituting fraud or mistake.” To the extent necessary, as detailed in the paragraphs
15 above and below, Plaintiff has satisfied the requirements of Rule 9(b) by establishing
16 the following elements with sufficient particularity:

17 140. **WHO**: Defendants made material omissions of fact on their packaging
18 of the Products by omitting the likelihood (or risk) of leakage of fiberglass through
19 regular use of the Products.

20 141. **WHAT**: Defendants’ conduct was and continues to be fraudulent and
21 deceptive because it has the effect of deceiving consumers into believing that the
22 Products do not leak (or risk leaking) fiberglass. Defendants omitted from Plaintiff
23 and Class Members that the Products leak (or risk leaking) fiberglass. Defendants
24 knew or should have known this information is material to all reasonable consumers
25 and impacts consumers’ purchasing decisions. Yet, Defendants have omitted from
26 the Products’ labeling the fact that they leak (or risk leaking) fiberglass.

27 142. **WHEN**: Defendants omitted from the Products’ labeling the fact that
28 the Products leak (or risk leaking) fiberglass, at various times throughout the

1 applicable relevant periods, including at the point of sale, the exact dates of which
2 may be determined through discovery.

3 143. **WHERE:** Defendants' omissions were made on the front labeling and
4 packaging of the Products and were thus viewed by every purchaser, including
5 Plaintiff, at the point of sale in every transaction. The Products are sold in brick-and-
6 mortar stores and online stores nationwide.

7 144. **HOW:** Defendants omitted from the Products' labeling the fact that
8 they leak (or risk leaking) fiberglass. And as discussed in detail throughout this
9 Complaint, Plaintiff and Class Members read and relied on Defendants' front-label
10 omissions before purchasing the Products.

11 145. **WHY:** Defendants omitted from the Products' labeling the fact that they
12 leak (or risk leaking) fiberglass for the express purpose of inducing Plaintiff and
13 Class Members to purchase the Products at a substantial price premium or more than
14 they would have paid had they known the truth about the Products. As such,
15 Defendants profited by selling the Products to at least thousands of consumers
16 throughout the nation, including Plaintiff and the Class Members.

17 146. As alleged herein, Defendants made these material omissions in order to
18 induce Plaintiff and Class Members to purchase the Products.

19 147. As alleged in detail herein, Defendants knew the omissions regarding
20 the Products were false and misleading but nevertheless made such omissions on the
21 Products' labeling. In reliance on these omissions, Plaintiff and Class Members
22 were induced to, and did, pay monies to purchase the Products.

23 148. Had Plaintiff and the Class Members known the truth about the
24 Products, they would not have purchased them or would have paid less for them.

25 149. As a proximate result of the fraudulent conduct of Defendants, Plaintiff
26 and Class Members paid monies to Defendants to which Defendants are not entitled,
27 and have been damaged in an amount to be proven at trial.
28

COUNT V

Unjust Enrichment

(On behalf of Plaintiff, the Nationwide Class, and the California Subclass)

1
2
3 150. Plaintiff incorporates by reference the foregoing paragraphs of this
4 Complaint as if fully stated herein.

5 151. Plaintiff brings this claim under the laws of the State of California.

6 152. Plaintiff brings this claim individually and on behalf of the members of
7 the Nationwide Class and the California Subclass against Defendants either together
8 or in the alternative to the legal claims asserted above.

9 153. Plaintiff and the Class Members conferred a benefit on Defendants in
10 the form of the gross revenues Defendants derived from the money they paid to
11 Defendants.

12 154. Defendants had an appreciation or knowledge of the benefit conferred
13 on it by Plaintiff and the Class Members.

14 155. Defendants have been unjustly enriched in retaining the revenues
15 derived from Plaintiff and the Class Members' purchases of the Products, which
16 retention of such revenues under these circumstances is unjust and inequitable
17 because Defendants omitted that the Products leak (or risked leaking) toxic
18 fiberglass. This caused injuries to Plaintiff and members of the Classes because they
19 would not have purchased the Products or would have paid less for them if the true
20 facts concerning the Products had been known.

21 156. Defendants accepted and retained the benefit in the amount of the gross
22 revenues they derived from sales of the Products to Plaintiff and the Class Members.

23 157. Defendants have thereby profited by retaining the benefit under
24 circumstances which would make it unjust for Defendants to retain the benefit.

25 158. Plaintiff and the Class Members are, therefore, entitled to restitution in
26 the form of the revenues derived from Defendants' sale of the Products.
27
28

1 159. As a direct and proximate result of Defendants' actions, Plaintiff and
2 Class Members have suffered in an amount to be proven at trial.

3 160. Here, equitable relief is appropriate because Plaintiff may lack an
4 adequate remedy at law if, for instance, damages resulting from his purchase of the
5 Product is determined to be an amount less than the premium price of the Product.
6 Without compensation for the full premium price of the Product, Plaintiff would be
7 left without the parity in purchasing power to which he is entitled.

8 161. Injunctive relief is also appropriate, and indeed necessary, to require
9 Defendants to provide full and accurate disclosures regarding the Products so that
10 Plaintiff and Class members can reasonably rely on Defendants' packaging as well
11 as those of Defendants' competitors who may then have an incentive to follow
12 Defendants' deceptive practices, further misleading consumers.

13 162. Restitution may also be more certain, prompt, and efficient than other
14 legal remedies requested herein. The return of the full premium price will ensure
15 that Plaintiff is in the same place that he would have been in had Defendants'
16 wrongful conduct not occurred, i.e., in the position to make an informed decision
17 about the purchase of the Product absent omissions with the full purchase price at his
18 disposal.

19 **COUNT VI**

20 **Breach of Express Warranty**

21 **(On behalf of Plaintiff, the Multistate Class, and the California Subclass)**

22 163. Plaintiff hereby incorporates by reference and re-alleges herein the
23 allegations contained in all preceding paragraphs of this complaint.

24 164. Plaintiff brings this action individually and on behalf of Members of the
25 Multistate Class and California Subclass against Defendants.

26 165. Plaintiff brings this claim under the laws of the State of California.

27 166. As the designer, manufacturer, marketer, distributor, and/or seller of the
28 Products, Defendants issued an express warranty by manufacturing the Mattresses

1 with a removeable outer cover when removal of that cover directly exposes
2 consumers to toxic fiberglass.

3 167. Defendants' representations were part of the basis of the bargain upon
4 which the goods were offered for sale and purchased by Plaintiff and members of the
5 Classes.

6 168. As a direct and proximate result of Defendants' breach, Plaintiff and
7 Members of the Multistate Class and California Subclass were injured because they:
8 (1) paid money for the Mattresses that were not what Defendants represented; (2)
9 were deprived of the benefit of the bargain because the Mattresses they purchased
10 were different than Defendants advertised; and (3) were deprived of the benefit of
11 the bargain because the Mattresses they purchased had less value than Defendants
12 represented. Had Defendants not breached the express warranty by making the false
13 representations alleged herein, Plaintiff and the Multistate Class and California
14 Subclass Members would not have purchased the Mattresses or would not have paid
15 as much as they did for them.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff respectfully requests that the Court grant Plaintiff
18 and all members of the proposed Classes the following relief against Defendants:

- 19 a. That the Court certify the Classes under Rule 23 of the Federal Rules of
20 Civil Procedure and appoint Plaintiff as Class Representative and his
21 attorneys as Class Counsel to represent the members of the Classes;
22 b. That the Court declare that Defendants' conduct violates the statutes
23 referenced herein;
24 c. That the Court preliminarily and permanently enjoin Defendants from
25 conducting business through the unlawful, unfair, or fraudulent business
26 acts or practices, untrue, and misleading labeling and marketing and
27 other violations of law described in this Complaint;
28 d. That the Court order preliminary and injunctive relief requiring
Defendants to disclose that the Products leak, or risk leaking, toxic
fiberglass;

- 1 e. That the Court order Defendants to implement whatever measures are
- 2 necessary to remedy the unlawful, unfair, or fraudulent business acts or
- 3 practices, untrue and misleading advertising, and other violations of law
- 4 described in this Complaint;
- 5 f. That the Court order Defendants to notify each and every individual
- 6 who purchased the Products of the pendency of the claims in this action
- 7 to give such individuals an opportunity to obtain restitution from
- 8 Defendants;
- 9 g. For an award of compensatory damages, the amount of which is to be
- 10 determined at trial;
- 11 h. For punitive damages;
- 12 i. That the Court grant Plaintiff's reasonable attorneys' fees and costs of
- 13 suit pursuant to California Code of Civil Procedure §1021.5, California
- 14 Civil Code §1780(d), the common fund doctrine, and/or any other
- 15 appropriate legal theory; and
- 16 j. That the Court grant such other and further relief as may be just and
- 17 proper.

18 **DEMAND FOR JURY TRIAL**

19 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by
20 jury of any and all issues in this action so triable of right.
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1 Dated: July 15, 2025

Respectfully submitted,

2 **BURSOR & FISHER, P.A.**

3 By: /s/ Neal J. Deckant
4 Neal J. Deckant

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