

**IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
FLORIDA**

CASE NO.:

MARTA RENDON, individually and on behalf of all others
similarly situated,

Plaintiff,

v.

BED BATH & BEYOND, INC., a NEW JERSEY corporation,

Defendant.

ORIGINAL CLASS ACTION COMPLAINT

Plaintiff, MARTA RENDON, (“Plaintiff”) by and through her undersigned counsel, pursuant to all applicable *Federal Rules of Civil Procedure*, hereby files this class action complaint on behalf of herself and all others similarly situated throughout the United States, and alleges against Defendant, BED BATH & BEYOND, INC., (“Defendant”) as follows:

I. INTRODUCTION

1. Since at least 1985, Defendant has represented itself as a reputable marketer of domestic merchandise. Defendant markets, advertises, distributes and sells various types of bedding and linens including but not limited to sheets and bed sheets. At issue here are Defendant’s Damask Stripe 500 Thread Count 100% Egyptian Cotton Bed Sheets, which Defendant advertises as being “100% Egyptian Cotton” (the “Product”). A true and correct representation of the Product label and online advertisement is attached hereto as **Exhibit 1**.

2. Egyptian cotton is a premium type cotton prized for its long fiber strands, which give Egyptian cotton a softer and more desirable feel than most other cotton fibers. Egyptian

cotton's longer fiber length also makes the cotton stronger and more durable, resulting in higher quality products. Although historically from Egypt, Egyptian cotton is now grown worldwide.¹

In fact, Defendant published its own glossary defining Egyptian Cotton as: "The world's finest cotton, it has the longest, strongest staple, resulting in the softest, most luxurious fabric and feel."

A true and correct copy of the Defendant's Glossary is attached as **Exhibit 2**.

3. Although Defendant represents that the Product is "100% Egyptian Cotton," testing has shown it is not because it contains only 16% Egyptian cotton, contrary to the "100% Egyptian Cotton" representation that appears prominently and conspicuously on the Product label. Testing reports analyzing the Egyptian Cotton content of the Product are attached hereto as **Exhibit 3**.

4. Plaintiff was induced to buy the Product by the words "100% Egyptian Cotton." Plaintiff and consumers purchased the premium priced Product in lieu of the less expensive products, for the purpose of obtaining a higher quality product. Plaintiff and consumers expected to and did purchase premium Egyptian cotton sheets only to learn that they were in fact purchasing sheets with only 16% of the Egyptian cotton fiber advertised; Plaintiff and consumers paid the premium priced Product in lieu of the less expensive products, for the purpose of obtaining a higher quality product.

5. The misrepresentation regarding the true amount of Egyptian cotton is also significant because the Product could pose a potential threat to consumers with textile allergies. Both the type of textile fiber as well as any chemical additives to which the fibers have been exposed can be a cause of allergic dermatitis.

¹ "Country of Origin," Truthaboutthreadcount.com, June 28 2017, <http://www.truthaboutthreadcount.com/country-of-origin.html>.

6. Defendant's false and misleading representations and omissions violate state and federal law, including Florida's Deceptive and Unfair Trade Practices Act and the Textile Products Identification Act, as detailed more fully below.

II. JURISDICTION AND VENUE

7. This Court has jurisdiction over the subject matter presented by this Complaint because it is a class action arising under 18 U.S.C. § 1332(d), which, under the Class Action Fairness Act of 2005 ("CAFA"), Pub. L. No. 109-2, 119 Stat. 4 (2005), explicitly provides for the original jurisdiction of the Federal Courts of any class action in which any member of the Plaintiff class is a citizen of a state different from any Defendant, and in which the matter in controversy exceeds in the aggregate the sum of \$5,000,000, exclusive of interest and costs.

8. On information and belief, Plaintiff alleges that the total claims of individual class members in this action are in excess of \$5,000,000 in the aggregate, exclusive of interest and costs, as required by 28 U.S.C. § 1332(d)(2), (5). Plaintiff is a citizen of the State of Florida, as set forth below, and Defendant can be considered a citizen of New Jersey. Therefore, diversity of citizenship exists under CAFA as required by 28 U.S.C. § 1332(d)(2)(A).

9. Furthermore, Plaintiff alleges that the total number of members of the proposed Plaintiff Class is greater than 100, pursuant to 28 U.S.C. § 1332(d)(5)(B).

10. Venue in this district is proper pursuant to 28 U.S.C. § 1391(b) because Defendant conducts business within, may be found in, and is subject to personal jurisdiction in this judicial district, and Plaintiff resides in and purchased the Product that is the subject of this action in this judicial district.

III. PARTIES

11. Plaintiff Marta Rendon is an individual consumer over the age of 18. She resides in Greenacres, Florida. Plaintiff purchased the Product from a Bed Bath & Beyond at 2410 Palm Beach Gardens, Florida, 33410, in August 2016. Plaintiff seeks injunctive relief and damages on behalf of herself and the Class, and respectfully requests a jury trial on damage claims.

12. Defendant Bed Bath & Beyond, Inc. lists its corporate headquarters at 650 Liberty Avenue, Union, New Jersey. Therefore, Defendant may therefore be considered a citizen of New Jersey. At all relevant times, Defendant marketed, distributed and sold various consumer products, including the Product that is the subject of this lawsuit, to Plaintiff and members of the class throughout this judicial district and the rest of the United States.

IV. FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

13. Defendant Bed Bath and Beyond, Inc. markets, advertises, distributes and sells various types of bedding and linens including Damask Stripe 500 Thread Count 100% Egyptian Cotton Bed sheets.

14. Egyptian Cotton is a long fiber cotton used to produce textiles of exceptional quality. Egyptian Cotton is one of the longest cotton fibers grown. Its average length can reach up to 1.5 to 2.5 inches. *See Exhibit 3*, attached hereto and incorporated herein, Textest Report. It is grown from special seeds that only grow only in limited temperate locations and comprises a small fraction of total cotton grown. The long fibers of Egyptian cotton render it more desirable because the fiber yarns can be spun finer, yielding softer fabrics and textiles. In

contrast, the majority of cotton is called “upland” cotton and cannot be spun as finely.² In addition, the superior strength of Egyptian cotton fibers makes its resulting fabrics more durable and resistant to stress, while its ability to absorb liquids gives fabrics a richer, deeper color.³ On its website Defendant described Egyptian cotton as: “The world's finest cotton, it has the longest, strongest staple, resulting in the softest, most luxurious fabric and feel.” **Exhibit 2.**

15. Plaintiff purchased the “100% Egyptian Cotton” bed sheets from a Bed Bath & Beyond, located at 2410 Palm Beach Gardens, Florida 33410 because they were allegedly 100% Egyptian cotton.

16. Plaintiff believed the material “100% Egyptian Cotton” representation meant that the Product contained only Egyptian Cotton as advertised. However, test results indicate that the Product contains approximately 16% Egyptian Cotton, the rest being composed of inferior quality cotton.

17. Obviously, a product containing only 16% Egyptian cotton is clearly not “100% Egyptian Cotton” and Defendant’s advertising and labeling is deceptive and likely to mislead the public as a result. Plaintiff and class members would not have purchased the Product if they had known that the representation about the Product is false.

18. In purchasing the Product, Plaintiff saw, read, and relied on the packages and advertising for the Product claiming to be “100% Egyptian Cotton.” Plaintiff and class members have been damaged by their purchase of the Product because the labeling and advertising for the

² “16 Facts About Cotton You Don’t Know,” April 26 2017, <https://www.barnhardtcotton.net/blog/16-facts-about-cotton-that-you-dont-know/>.

³ “FAQ,” Cotton Egypt Association, March 15 2017, <http://www.cottonegyptassociation.com/Inner.aspx?pageid=34&lang=en>.

Product was and is deceptive and misleading; therefore, the Product is worth less than what Plaintiff paid for it, and Plaintiff and class members did not receive what they reasonably intended to receive, which was a product that was “100% Egyptian Cotton.”

19. Plaintiff and Class members purchased the Product because they believed that the Product was “100% Egyptian Cotton,” which they interpreted to mean that the Product does not contain any other types of cotton fibers. If Plaintiff had known that the Product contained only 16% Egyptian Cotton, Plaintiff would not have purchased the Product.

20. Defendant’s statement that the Product is “100% Egyptian Cotton,” was a material factor to Plaintiff and Class members in deciding to purchase the Product because they would not have purchased the Product had it not been advertised and labeled as such.

21. In addition to the inferior quality of the actual Product, the Product could pose a potential threat to consumers with textile allergies because both the type of textile fibers used as well as the chemicals they have been exposed to can be a cause of allergic dermatitis.⁴ For example, most cotton is subject to industrial harvesting, which breaks down cotton fibers with harsh chemicals and leaves impurities. In contrast, Egyptian cotton is handpicked and specially processed.⁵

22. At a minimum, Plaintiff and Class Members contend that Defendant should cease labeling the Product “100% Egyptian” or alternatively that Defendants should in fact include only Egyptian cotton in its Product.

⁴ Alex Reis, PhD. “Synthetic Fabrics and Allergies,” BeyondAllergy.com, March 2017, <http://www.beyondallergy.com/skin-allergies/synthetic-fabrics-and-allergies-3.php>.

⁵ Hand-picking ensures that the fibers stay well spread and soft. Once harvested, Egyptian cotton is processed on a roller gin covered by natural leather and treated by a vegetal non-chemical tan that causes no damage to the fibers. *See* “Why Egyptian Cotton,” March 15 2017, <http://www.cottonegyptassociation.com/Inner.aspx?pageid=36&lang=en>.

V. CLASS ALLEGATIONS

23. Plaintiff re-alleges and incorporates by reference all allegations set forth above.

24. Plaintiff brings this class action pursuant Federal Rule of Civil Procedure 23 and seeks certification of the claims and certain issues in this action pursuant to the applicable provisions of Federal Rule of Civil Procedure 23 on behalf of the following individuals:

All United States residents who purchased Damask Stripe 500 Thread Count 100% Egyptian Cotton Bed Sheets (the “Product”) from Defendant Bed Bath & Beyond, Inc. (“Defendant”) in the United States from the four years preceding the filing of this complaint to present (“Class Period”).

Excluded from the Class are Defendant and any officer, director, employee, legal counsel, firm, trust, corporation, or other entity related to or affiliated with Defendant and the members of the judiciary and their office staff to whom this case may be assigned.

25. Defendant’s practices and omissions were applied uniformly to all members of the Class, so that the questions of law and fact are common to all members of the Class. All members of the Class were and are similarly affected by having purchased and used the Product containing only 16% Egyptian Cotton, despite the clear representation by Defendant that the Product is “100% Egyptian Cotton,” and the relief sought herein is for the benefit of Plaintiff and members of the putative Class.

26. Plaintiff is informed and believes and based thereon alleges that the Plaintiff Class is so numerous that joinder of all members would be impractical. Based on the annual sales of the Product and the popularity of the Product, it is apparent that the number of consumers of the Product would at least be in the many thousands, thereby making joinder impossible.

27. Questions of law and fact common to the Plaintiff and the Class exist that

predominate over questions affecting only individual members, including, *inter alia*:

- a. Whether Defendant's practices in connection with the design, testing, manufacture, assembly, development, promotion, marketing, advertising and sale of the Product were deceptive or unfair in any respect, thereby violating the Florida Deceptive and Unfair Trade Practices Act, *inter alia*, sections 501.201 to 201.213, *Florida Statutes*;
- b. Whether the Product is "100% Egyptian Cotton";
- c. Whether the Product in fact contains only 16% Egyptian Cotton;
- d. Whether Defendant negligently misrepresented the true nature of the Product;
- e. Whether Defendant breached express warranties in its sale of the Product, thereby causing harm to Plaintiff and Class members;
- f. Whether Defendant breached implied warranties in its sale of the Product, thereby causing harm to Plaintiff and Class members;
- g. Whether Defendant's advertising and sale of the Product violates the Textile Products Identification Act 15 U.S.C. § 70 *et seq.*;
- h. Whether Defendant's conduct as set forth above injured consumers and if so, the extent of the injury; and
- i. Whether Plaintiffs are entitled to a Declaratory Judgment as a result of Defendant's practices and representations related to the marketing, labeling and sales of the Product.

28. The claims asserted by Plaintiff in this action are typical of the claims of the members of the Plaintiff Class, as the claims arise from the same course of conduct by Defendant, and the relief sought is common.

29. Plaintiff will fairly and adequately represent and protect the interests of the members of the Plaintiff Class. Plaintiff has retained counsel competent and experienced in both consumer protection and class action litigation.

30. Certification of this class action is appropriate under Federal Rule of Civil Procedure 23 because the questions of law or fact common to the respective members of the Class predominate over questions of law or fact affecting only individual members. This predominance makes class litigation superior to any other method available for the fair and efficient adjudication of these claims.

31. Absent a class action, it would be highly unlikely that the representative Plaintiff or any other members of the Class would be able to protect their own interests because the cost of litigation through individual lawsuits might exceed expected recovery.

32. Certification is also appropriate because Defendant acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

33. Further, given the large number of class members, allowing individual actions to proceed in lieu of a class action would run the risk of yielding inconsistent and conflicting adjudications.

34. A class action is a fair and appropriate method for the adjudication of the controversy, in that it will permit a large number of claims to be resolved in a single forum simultaneously, efficiently, and without the unnecessary hardship that would result from the prosecution of numerous individual actions and the duplication of discovery, effort, expense and burden on the courts that such individual actions would engender.

35. The benefits of proceeding as a class action, including providing a method for

obtaining redress for claims that would not be practical to pursue individually, outweigh any difficulties that might be argued with regard to the management of this class action.

VI. FIRST CAUSE OF ACTION: VIOLATION OF FLORIDA’S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT, FLA. STAT. §§ 501.201, *ET SEQ.*

36. Plaintiff re-alleges and incorporates by reference verbatim the allegations set forth in the preceding paragraphs.

37. This cause of action is brought pursuant the Florida Deceptive and Unfair Trade Practices Act, §§ 501.201 to 201.213, *Florida Statutes*. The express purpose of the Act is to “protect the consuming public...from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce” Section 501.202(2).

38. The sale of the Product at issue in this cause was a “consumer transaction” within the scope of the Florida Deceptive and Unfair Trade Practices Act, §§ 501.201 to 501.213, *Florida Statutes*.

39. Plaintiff is a “consumer” as defined by § 501.203, *Florida Statutes*. The Product is a “good” within the meaning of the Act. Defendant is engaged in trade or commerce within the meaning of the Act.

40. Section 501.204(1), *Florida Statutes* declares as unlawful “unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce”.

41. Section 501.204(2), *Florida Statutes* states that “due consideration be given to the interpretations of the Federal Trade Commission and the federal courts relating to § 5(a)(1) of the Trade Commission Act”. Defendants’ unfair and deceptive practices are likely to mislead –

and have misled – the consumer acting reasonably under the circumstances and, therefore, violate § 500.04, Florida Statutes and 21 U.S.C. § 343.

42. Defendant has violated the Act by engaging in the unfair and deceptive practices described above, which offend public policies and are immoral, unethical, unscrupulous and substantially injurious to consumers. Specifically, Defendant has represented its Product as containing only premium quality “100% Egyptian Cotton” when in fact the Product contains only 16% of the Egyptian Cotton promised.

43. Plaintiff and Class Members have been aggrieved by Defendants’ unfair and deceptive practices in that they purchased and consumed Defendant’s Product.

44. A reasonable Consumer necessarily relies on commercial retail companies to honestly represent the true nature of their products.

45. As described in detail above, Defendant has represented that its Product is “100 % Egyptian Cotton” when in fact the Product contains only 16% Egyptian cotton.

46. Defendant has deceived reasonable consumers, like Plaintiff and the Class, into believing its Product was something it was not—“100% Egyptian Cotton.”

47. The knowledge required to discern the true nature of Defendant’s Product, namely that the Product contains inferior types of fibers sewn among the Pima fibers claimed on the label, is beyond that of the reasonable consumer.

48. The damages suffered by the Plaintiff and the Class are directly and proximately caused by the deceptive, misleading and unfair practices of Defendant, as described above.

49. In addition, § 501.204(2), *Florida Statutes* states that “due consideration be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a)(1) of the Trade Commission Act.” Defendants’ unfair and deceptive practices are likely to

mislead – and have misled – the consumer acting reasonably under the circumstances and, therefore, violate § 500.04, Florida Statutes and 21 U.S.C. § 343 because the Product is mislabeled under the Textile Identification Act. Defendant’s marketing of said Product therefore constitutes an unfair method of competition and an unfair and deceptive practice as declared by the FTC in 15 U.S.C. § 70a § 3(a),(b), and (c) of the Textile Identification Act.

50. The Federal Trade Commission (“FTC”) has clearly stated that “[i]f you advertise or sell clothing or household items containing cotton, the product labels must reflect the fabric content accurately.”⁶ The FTC has further specified that the fiber disclosure may include the name of a type of cotton, *as long as* the name is truthful and not deceptive. The FTC even states as an example, that “[y]ou can label a shirt ‘100% Pima Cotton’ as long as the garment contains 100% Pima cotton fibers.”⁷

51. Defendant is a “person” as defined by 15 U.S.C. § 70a, § 2(a).

52. Pima Cotton is a “textile fiber” as defined by 15 U.S.C. § 70a, § 2(b).

53. The Product is a “textile fiber product” as defined by 15 U.S.C. § 70a § 2(h)(3).

54. 15 U.S.C. § 70a, § 3(a) provides, “[t]he introduction, delivery for introduction, manufacture for introduction, sale, advertising, or offering for sale, in commerce, or the transportation or causing to be transported in commerce, or the importation into the United States, of any textile fiber product which is misbranded or falsely or deceptively advertised

⁶ “Calling It Cotton: Labeling and Advertising Cotton Products,” Federal Trade Commission, July 2014, <https://www.ftc.gov/tips-advice/business-center/guidance/calling-it-cotton-labeling-advertising-cotton-products>.

⁷ “Threading Your Way Through the Labeling Requirements Under the Textile and Wool Act,” Federal Trade Commission, July 2014, <https://www.ftc.gov/tips-advice/business-center/guidance/threading-your-way-through-labeling-requirements-under-textile#premium>.

within the meaning of this subchapter or the rules and regulations promulgated thereunder, is unlawful, and shall be an unfair method of competition and an unfair and deceptive act or practice in commerce under the Federal Trade Commission Act (15 U.S.C. § 41 *et seq.*).

55. 15 U.S.C. § 70a, § 3(b) provides, “[t]he sale, offering for sale, advertising, delivery, transportation, or causing to be transported, of any textile fiber product which has been advertised or offered for sale in commerce, and which is misbranded or falsely or deceptively advertised, within the meaning of this subchapter or the rules and regulations promulgated thereunder, is unlawful, and shall be an unfair method of competition and an unfair and deceptive act or practice in commerce under the Federal Trade Commission Act (15 U.S.C. § 41 *et seq.*).

56. 15 U.S.C. §70a, § 3(c) provides, “[t]he sale, offering for sale, advertising, delivery, transportation, or causing to be transported, after shipment in commerce, of any textile fiber product, whether in its original state or contained in other textile fiber products, which is misbranded or falsely or deceptively advertised, within the meaning of this subchapter or the rules and regulations promulgated thereunder, is unlawful, and shall be an unfair method of competition and an unfair and deceptive act or practice in commerce under the Federal Trade Commission Act (15 U.S.C. § 41 *et seq.*).

57. 15 U.S.C. §70b, § 4 (a) provides that “a textile fiber product shall be misbranded if it is falsely or deceptively stamped, tagged, labeled, invoiced, advertised, or otherwise identified as to the name or amount of constituent fibers contained therein.

58. Accordingly, Defendant’s labelling violates 15 U.S.C. §§ 70a and 70b, and is therefore an unfair method of competition and an unfair and deceptive act or practice that violates the FTC Act, and therefore violates the Florida Deceptive and Unfair Trade Practices

Act.

59. Pursuant to Section 501.211(1), *Florida Statutes*, Plaintiff and the Class seek a declaratory judgment and court order enjoining the above described wrongful acts and practices of the Defendant and for restitution and disgorgement.

60. Additionally, pursuant to §§ 501.211(2) and 501.210(5), *Florida Statutes*, Plaintiff and the Class make claims for damages, as well as reasonable attorney's fees and costs.

VII. SECOND CAUSE OF ACTION: NEGLIGENT MISREPRESENTATION

61. Plaintiff re-alleges and incorporates by reference verbatim the allegations set forth in the preceding paragraphs.

62. Defendant has negligently represented that the Product is entirely "100% Egyptian Cotton," when in fact, it is not because it contains a mere 16% Egyptian cotton.

63. Defendant has omitted a material fact to the public, including Plaintiff and Class Members, about its Product. Through advertising not related to the label, Defendant has failed to disclose that the Product contains only 16% of the premium Egyptian cotton fibers advertised.

64. Defendant knew or should have known that these omissions would materially affect Plaintiff's and Class Members' decisions to purchase the Product.

65. Plaintiff and other reasonable consumers, including the Class members, reasonably relied on Defendant's representations set forth herein, and, in reliance thereon, purchased the Product.

66. The reliance by Plaintiff and Class members was reasonable and justified in that Defendant appeared to be, and represented itself to be, a reputable business.

67. Plaintiff would not have been willing to pay for Defendant's Product if she knew that they contained upland cotton.

68. As a direct and proximate result of these misrepresentations, Plaintiff and Members of the Class were induced to purchase Defendant's Product, and have suffered damages to be determined at trial in that, among other things, they have been deprived of the benefit of their bargain in that they bought a Product that was not what it was represented to be, and they have spent money on a Product that had less value than was reflected in the premium purchase price they paid for the Product.

VIII. THIRD CAUSE OF ACTION: BREACH OF EXPRESS WARRANTY

69. Plaintiff re-alleges and incorporate by reference verbatim the allegations set forth in the preceding paragraphs.

70. Defendant has expressly represented that the Product contains "100% Egyptian Cotton" when in fact, it is not because it contains a mere 16% Egyptian Cotton.

71. Plaintiff is informed and believes, and thereon alleges, that Defendant made different express warranties, including, but not limited to, that the Product consisted exclusively of 100% premium Egyptian Cotton and therefore impliedly less likely to cause textile allergies.

72. As alleged above, because the Product is made up of only 16% of the Egyptian Cotton advertised and may even pose a health risk to consumers with textile allergies. Defendant failed to disclose the existence of the inferior quality cotton fibers in its Product and failed to warn of the potential health risks potentially associated with use of the Product as more fully described above.

73. The failure to adequately disclose the true nature of the Product constitutes breaches of all applicable express and implied warranties as alleged herein, based on all laws that support the breach of express warranty claims by Plaintiff and other members of the Class regarding the true nature of the Product, including but not limited to Florida's Consumer

Protection Act, the Textile Product Identification Act and common law warranties.

74. As a proximate result of the failure of the Product to perform as expressly warranted by Defendant, Plaintiffs and members of the Class have suffered actual damages in an amount to be determined at trial in that they were induced to purchase a product they would not have purchased had they known the true facts about, and have spent money on products that were not what they were represented to be, and that lack the value Defendant represented the Product to have.

75. Plaintiff and Class members gave timely notice to Defendant of this breach on behalf of themselves and all members of the Plaintiff Class directly through a Notice letter sent to Defendant on May 1, 2017.

76. Although Plaintiff has provided testing results showing that the Product only contains 16% Egyptian cotton, Defendant, through its counsel, has refused to provide any evidence to refute that testing.

77. Furthermore, Defendant continues to market the Product without any evidence to support the claim that the Product is “100% Egyptian Cotton” as advertised.

IX. FOURTH CAUSE OF ACTION: BREACH OF IMPLIED WARRANTY OF FITNESS FOR PURPOSE

78. Plaintiff re-alleges and incorporate by reference verbatim the allegations set forth in the preceding paragraphs.

79. Defendant has impliedly warranted that the Product does not contain any cotton fibers other than Egyptian Cotton.

80. Plaintiff and other Members of the Class sought a premium quality Egyptian Cotton product. In doing so, Plaintiff and other Members of the Class relied on Defendant’s skill

and judgment to select and furnish suitable goods for that purpose, and on or about that time, Defendants sold the Product to Plaintiffs and other Members of the Class.

81. By its representations regarding the reputable nature of its company, and by its promotion and marketing of the Product, Defendant warranted that the Product was a safe and premium quality cotton fiber suitable for use by consumers. Plaintiff and Members of the Class bought the Product from Defendant, relying on Defendant's skill and judgment. However, Defendant's Product was not the safe and premium cotton product as promised because it contained only 16% Egyptian cotton as set forth in detail above.

82. At the time of sale, Defendant had reason to know the particular purpose for which the goods were required, and that Plaintiff and Members of the Class were relying on Defendants' skill and judgment to select and furnish safe and conventional Egyptian Cotton goods, so that there was an implied warranty that the goods (the Product), were fit for this purpose.

83. However, Defendant breached its implied warranty at the time of sale because Plaintiff and Members of the Class did not receive suitable goods in as much as the goods contained only 16% of the Egyptian cotton promised.

84. Because the Products contained a mere 16% Egyptian Cotton, the Product was not fit for the particular purpose for which it was marketed.

85. As a proximate result of this breach of warranty by Defendant, Plaintiff and Members of the Class have suffered actual damages in an amount to be determined at trial in that they were induced to purchase a product they would not have purchased had they known the true facts about, and have spent money on a product that was not what they were represented to be, and that lack the value that Defendant represented the Product to have.

X. FIFTH CAUSE OF ACTION: DECLARATORY JUDGMENT

86. Plaintiff re-alleges and incorporates by reference verbatim the allegations set forth in the preceding paragraphs.

87. A dispute has arisen between the parties concerning Defendant's false labeling. As set forth above, Plaintiff and those similarly situated contend that Defendant's labeling is false and deceptive. Plaintiff is informed and believes that Defendant contends that it is entitled to marked the Product as labeled, notwithstanding that the Product is not 100% Egyptian cotton as advertised and labeled.

88. Defendant has represented on its label that its Product is "100% Egyptian Cotton" when in fact, it is not, because it contains only 16% Egyptian Cotton.

89. Plaintiff and the members of the Class seek a declaratory judgment, pursuant to the Federal Declaratory Judgments Law, 28 U.S.C. §§ 2201 *et seq.* and *Federal Rule of Civil Procedure* 57, requiring Defendant to cease representing its Product is 100% Egyptian Cotton when it is not. In requesting this declaratory relief, Plaintiff and class members are requesting an interpretation of the rights, legal status and relationships of the parties under the above law and facts.

90. Such interpretation is appropriate under the provisions of the Federal Declaratory Judgments Law, 28 U.S.C. §§ 2201 *et seq.* and *Federal Rule of Civil Procedure* 57.

91. Plaintiff also seeks a declaration that Defendant's marketing of the product at 100% Egyptian Cotton is a deceptive trade practice as a matter of law.

92. Finally, Plaintiff seeks a declaration that Defendant's marketing of the product at 100% Egyptian Cotton is an unfair method of competition as a matter of law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for relief, jointly and severally pursuant to each cause of action set forth in this Complaint as follows:

1. For an order certifying that the action may be maintained as a class action and Plaintiff's counsel be appointed as Class Counsel and Plaintiff be appointed as class representative;
2. For an award of equitable relief as follows:
 - a. Enjoining Defendant from continuing to engage, use, or employ any unfair and/or deceptive business acts or practices related to the design, testing, manufacture, assembly, development, marketing and advertising of the Product for the purpose of selling the Product in such manner as set forth in detail above;
 - b. Disgorging all monies that may have been acquired by Defendant as a result of such unfair and/or deceptive act or practices; and
 - c. Requiring Defendant to disgorge all ill-gotten gains flowing from the conduct described herein.
3. For a Declaratory Judgment as specified above;
4. For actual damages in an amount to be determined at trial;
5. For an award of attorney's fees and costs;
6. For pre- and post-judgment interest on any amounts awarded; and

7. For any other award the Court might deem just, appropriate, or proper.

XI. DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues so triable.

Dated: August 17, 2017

Respectfully Submitted,

By: /s/ Angela Arango-Chaffin
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Attorney for Plaintiff MARTA RENDON And the
Proposed Class

EXHIBIT 1

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EXHIBIT 2



Glossary

Glossary of terms to make your shopping a little easier.

Click a letter or letters grouping to jump to that section:

A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z |

A		TOP
ACRYLIC	A soft, hypo-allergenic synthetic fiber. Used in blankets; warm and less expensive than wool, but lacks breathability.	
ALUMINUM	In cookware, a highly conductible metal. Retains heat longer than copper; less expensive than copper. Generally sandwiched between layers of stainless steel or other metal.	
AMPERAGE	The measurement of electrical current a motor needs to perform.	
ANCHOR BAND PAD	A mattress pad that covers only the top of a mattress, an elastic band at each of the four corners, holding the pad in place.	
ANODIZED ALUMINUM	Anodization is a process which makes aluminum harder, non-porous and more durable. Anodized aluminum will be darker, which causes it to respond faster and more intensely to heat. Anodized aluminum will not chip, crack or peel, and can withstand lots of use (and abuse) in the kitchen.	
AUTO SHUT OFF	A safety feature found on many electrical appliances. Auto shut off will turn the appliance off automatically if left on for a certain period of time, or is in an unsafe position.	
AUTOMATIC SELF CLEAN	In shavers, it's a cleaning solution provided with a self cleaning shaver, which is usually alcohol based. Allows for hands-free cleaning without having to dismantle the shaver.	

B		TOP
BAFFLING	The best quality construction found in down comforters. Sewn-in cloth walls, rather than sewn-through stitching, keeps down from shifting and prevents cold spots. Baffling allows the down to loft to its fullest for maximum insulation.	
BARS OF PRESSURE	The measurement of steam pressure which is pushed through the grinds. The higher the bars of pressure, the more flavor is extracted from the grinds.	
BATH SHEET	Larger than a standard bath towel, a bath sheet is a luxurious size towel that you can wrap yourself up in.	
BLOUSON VALANCE	Most blouson valances are made with a 2 1/2" wide pocket and can be hung 2 ways – either stuffed (usually with tissue paper) for a balloon (or blouson) look, or tailored (not stuffed and straight).	
BODY FAT / BODY MASS INDEX SCALE	A digital scale with the added feature of determining your percentage of body fat or body mass.	
BOLSTER	In cutlery, a center support piece between the blade and the handle. A bolster provides support, balance and protection for the fingers.	
BONE CHINA	Bone China is in the same family as Fine China, however its clay content includes a percentage of bone ash. Bone ash helps to create a whiter, more translucent ceramic.	

C		TOP
CAFE RODS	Cafe rods are a basic rod that adds a little decorative touch. Available in 1/2" for lighter panels and 3/4" for heavier panels. Ideal for kitchen curtains.	
CENTERING MECHANISM	In toasters, this feature ensures even toasting by holding bread in the center of the unit.	
CHARGER PLATE	Larger than the dinner plate, yet smaller than a platter, it is most commonly used at a formal table. The charger plate is placed at each place setting and generally removed when the main entree is served. Therefore, all first courses are placed directly on the charger plate.	
CARRIER	A baby wearing product that holds your baby close. Great for retaining use of your hands while still bonding with your baby.	
CITRUS PRESS / JUICER	Used only with citrus fruits; a more moderately priced juicer. May be manual or electric.	
CLEAN AIR SYSTEM	A feature found on some vacuum cleaners, in which dirt bypasses the motor and goes directly into the bag. This feature protects the motor, as well	

CLEANING EFFECTIVENESS RATING	The measure by which certain manufacturers rate vacuum cleaner effectiveness; indicates the amount of dirt removal, a higher rating being better.
COLD PRESSED	Machine-made knives using less craftsmanship than forged cutlery. Usually does not include a metal bolster, and may also be referred to as "stamped" cutlery.
COMBED COTTON	A standard grade cotton which has gone through an extra manufacturing step called "combing", reduces the number of short, uneven fibers and leaving longer, stronger staples for weaving.
COMBINATION RODS	Combination rods are a single curtain rod and Dauphine rod all in one. Used to hang a valance and rod pocket panel all on one piece of hardware, or to layer sheers and drapes.
COMFORT LOCK	In Pacific Coast Feather products, a three-sided border that keeps the down on top of the sleeper, not falling over the ends of the bed.
COMMERCIAL JUICE EXTRACTOR	A gourmet quality juicer. Extracts fresh juice while holding all pulp inside a spinning filter basket. An optimal amount of nutrients and juice are extracted from the fruits and vegetables.
CONDUCTIBLE METAL	Conductible metals refer to metals that distribute heat rapidly and evenly. Copper and aluminum are both highly conductible metals and will be found in finest quality cookware.
CONVECTION OVEN	A convection oven cooks food faster than a conventional oven by using circulating hot air.
CONVENTIONAL WEAVE	Blankets constructed of a conventional weave will be tightly woven and best used for warmth and insulation. Conventional weaves trap air between the blanket and the body, and will generally be made of synthetic or wool fibers.
COOL MIST HUMIDIFIER	The most energy-efficient type of humidifier. Water is drawn into a filter (or wick), which removes any mineral deposits; a fan then sucks moisture from the wick and disperses it in the air.
COPPER	Copper is a highly conductible metal. It heats quickly and cools rapidly – ideal when temperature control is a must. Copper may serve as a cooking surface or be layered between other metals, such as stainless steel.
COTTON	An all natural fiber. 100% cotton will be the softest and most breathable fabric. The quality of cotton is measured by the length of its staple (or fiber). The longer the staple the more luxurious and durable the cotton.
COTTON / POLY BLEND	Blended sheets are most commonly comprised of 50% cotton and 50% polyester. 50–50 blends are not as soft as all-cotton fabrics, but will wrinkle less. More moderately priced, cotton/poly blends do not breathe or absorb moisture as well as all-cotton fabrics.
CREMA	The creamy, golden foam on the surface of espresso which contains the full flavor of the espresso bean. Can only be consistently achieved with a pump driven espresso machine that produces the highest bars of pressure.

D

TOP

DAUPHINE ROD	Most commonly 2 1/2" in width and used predominantly for valances and rod pocket drapes. Sometimes called a Continental Rod.
DECORATIVE CURTAIN ROD	Decorative curtain rods are available in wood, metal, and sometimes with interchangeable decorative end pieces called finials. These may be used with all types of drapery panels, as well as with some blouson valances and scarf valances. Decorative curtain rods may also have matching holdbacks to complete the look of the window.
DOUGH HOOK	A stand mixer attachment used for kneading dough.
DOWN	Down is the undercoat of the bird that traps warm air next to the bird's skin. The highest quality down provides light-weight, year-round warmth, and serves as a natural insulator.
DOWN ALTERNATIVE	A synthetic material used in blankets. Provides levels of comfort and warmth that are comparable to down.
DRAPERY PANELS	Drapery panels are generally available in 63", 84" and 96" lengths. 84" is the most common length. Whether hung alone or in combination with other treatments, drapery panels offer a wide array of design options.
DUAL VOLTAGE	In electrics, an item that contains both 120 and 240 Volt systems. Allows for convenient plug-in usage for world travelers.
DUST RUFFLE	Also known as a "bed skirt", a dust ruffle covers the empty space between the mattress frame and the floor, offering visual unity to a bedding ensemble.
DUVET COVER	A comforter cover. The best protection for a down comforter, a duvet offers an easy way to change the look of a room.

E

TOP

EARTHENWARE	The oldest form of dinnerware. Contains a number of impurities, making it fragile and absorbent.
EGYPTIAN COTTON	The world's finest cotton, it has the longest, strongest staple, resulting in the softest, most luxurious fabric and feel.
EMBELLISHED TOWEL	Usually a terry towel with embroidery or lace; used mainly as decoration.

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EPILATION Considered a hair removal system as opposed to a shaving system. Removes hair at the root, reducing the need for frequent hair removal or shaving.

F

[TOP](#)

FILL POWER	The measurement of the quality of down. The higher the fill power, the greater the loft and fluff of the down comforter, resulting in light-weight, year-round warmth.
FINE CHINA	Another name for Porcelain.
FINGERTIP TOWEL	Used in smaller or guest bathrooms. Usually trimmed with fringe and/or embellished.
FINIALS	Finials are decorative pieces that are attached to the ends of curtain rods, creating a finished look to the rod. Available in a wide variety of materials.
FITTED MATTRESS PAD	A mattress pad that covers the top and sides of the mattress, but resembles a fitted sheet with elastic on each of the corners. It will be quilted only on the top of the pad and will provide a good fit.
FLAT BEATER	A stand mixer attachment used predominately for mixing batters.
FLOATING HEADS	Shavers equipped with floating heads adjust to follow the contours of the face. Each floating head acts independently, resulting in a smooth, close shave.
FLUORESCENT ILLUMINATION	In lighted mirrors, fluorescent illumination provides cool, "outdoor" color, and emits less heat than incandescent illumination.
FOIL CUTTING SYSTEM	In shavers, a system in which hairs are trapped in small holes, and then cut by blades underneath. Gives a less close shave when hairs are too short.

G

[TOP](#)

GUARANTEED TO FIT MATTRESS PAD A mattress pad that will fit securely over the deepest mattress and stay secure. They are designed with expandable sidewalls, often called "expand-a-grip", and are available in both wrap and fitted styles.

H

[TOP](#)

HAND FORGED	The finest quality construction in cutlery. Forging is one of the oldest methods of construction, using hand craftsmanship, producing the strongest and sharpest blade.
HAND VAC	A portable, cordless, hand-held vacuum cleaner for small jobs. Great for quick vacuuming of the car.
HEPA (HIGH EFFICIENCY PARTICULATE AIR)	The most efficient type of air-purifying filter. "True HEPA" filters will remove the smallest particles at the greatest efficiency.
HOLDBACKS	Used to "hold back" drapery panels to the sides of the window and may also be used as scarf holders at the top of the frame.
HUMIDISTAT	Controls the level of humidity put out by a humidifier. Not always necessary on a "cool mist" humidifier; essential on a "warm mist" humidifier to prevent over-moisturizing a room.
HYBRID	In air purifiers, more than one air filter working together in a unit to capture different sized particles from the air.

I

[TOP](#)

INCANDESCENT ILLUMINATION	In lighted mirrors, incandescent illumination provides warm, "indoor" color and emits some heat when in use.
INTEGRATED GRINDER	In coffee makers, a combination grinder and brewer function. This feature will automatically grind fresh whole beans and brew grounds to perfection for the ultimate in taste and convenience.
ION GENERATOR OR IONIZER	An air-purifying filter that generates negatively charged ions, which act as magnets for dust and dirt. The particles are removed from the air, adhering to the filter or to walls or objects in the room.
IONIC TECHNOLOGY	In hair dryers, negative ions reduce the size of water droplets on your hair, allowing more water to be absorbed and your hair to dry quicker. Also neutralizes positive charges to reduce "frizzies" caused by static electricity. Leaves hair shinier and softer.

J

[TOP](#)

JACQUARD In fabrics, jacquard is a design created by weaving differently colored threads together.

K

KILN TEMPERATURE	Kiln temperature is the temperature at which clay is fired, which helps to define the quality and durability of dinnerware. The higher the temperature, the more durable the end product. Fine China is fired at the highest of kiln temperatures
------------------	---

L

TOP

LASER CONSTRUCTION	In cutlery, these are computer designed and shaped knives with a serrated edge. They are most commonly known as "never needs sharpening" knives.
LEAD CONTENT	In crystal stemware, it is the amount of lead oxide added to the glass content, resulting in unique translucency, clarity, a fine edge and color. The addition of lead also makes the glass easier to cut in the manufacturing process.
LIFT AND CUT SYSTEM	In Norelco shavers, a two part system in which the first blade lifts and holds the hair, while the second blade cuts it, resulting in a close shave.

M

TOP

MAGNETIC CURTAIN RODS	A great solution for hanging curtains on steel doors. Powerful magnets are able to hold the weight of most curtains. Best of all there are no screws, no adhesives, and they attach in seconds.
MECHANICAL ANALOG SCALE	The most basic type. Uses a spring mechanism to measure weight and a rotating dial display.
MECHANICAL DIGITAL SCALE	Uses a spring mechanism to measure weight; shows the weight on a digital display. Also known as "digital strain gauge scale".
MULTI LOAD CELL	Found in a mechanical digital scale, it is the most accurate and repeatable over time. The reading is taken from the four corners of the scale for the most accuracy. The LCD display has a longer battery life.

N

TOP

NON-STICK SURFACE	Non-stick cooking surfaces make for easy clean up and allow for lighter, healthier cooking, as less fats and oils are needed.
-------------------	---

O

TOP

OLEFIN	A man-made fiber characterized by its light weight, high strength, and abrasion resistance. Used in products such as furniture covers and draperies.
OSCILLATION	The rate at which an electric toothbrush head moves back and forth or spins. The higher the speed the more advanced the cleaning capability and stain removal.

P

TOP

PAUSE AND SERVE	This function allows coffee to be served during the brewing process. You can remove the pot and pour the coffee, and the flow will resume when replaced. Also known as "Stop and Serve" and "Auto Drip Stop".
PILL	Over time, the surface of a cotton-blend fabric with a lower thread count can develop these tiny, frayed balls of fabric.
PINPOINT WEAVE	Woven with two stitches over, one stitch under. Softer than a standard weave, because more threads are on the surface of the sheet. It is more durable than a regular weave, but not as soft as sateen.
PIVOTING HEAD	In shavers, a single head that pivots from side to side, conforming to the contours of the face, resulting in a close shave.
PLANETARY MIXING ACTION	A feature in stand mixers in which the bowl remains stationary while the attachment rotates completely and thoroughly around the edges of the bowl, eliminating the need for a spatula during mixing.
POLY-CLUSTER	A synthetic pillow, filled with polyester clusters which are coated with silicone. The most supportive and conforming synthetic pillow, which simulates down.
POP-UP TRIMMER	On some shavers, a small trimmer attached to the side of the unit, and can pop up for easy use.
PORCELAIN	A durable, non-absorbent ceramic that is fired at the highest kiln temperatures.
POURING SHIELD	A stand mixer accessory that prevents batter from splattering when poured.
PRINT TOWEL	A design is printed directly onto the surface of the towel.
PROJECTION	Projection refers to the amount of space between the window treatment and the wall or window.
PULP EJECTOR	A type of juice extractor. Separates pulp and juice via a spinning basket. Juice is extracted from the machine and pulp is ejected into a separate

PUMP DRIVEN	The best quality espresso machines will be pump driven. Water is heated to the right temperature, then forced through the grinds, using an internal pump. Pump driven machines produce a "crema", resulting in a higher quality, better tasting cup of espresso.
-------------	--

Q[TOP](#)

R[TOP](#)

RIVETED HANDLES	In cookware, this is the sturdiest application. Rivets are applied through the pan and permanently attached.
-----------------	--

S[TOP](#)

SASH RODS	Sash rods are typically used on sidelights and doors. They are available with a swivel end for easy access to the window.
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SATEEN WEAVE	Woven with four stitches over, one stitch under. Because this weave places the most threads on the surface of the sheet, sateen fabrics are very soft and luxurious.
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SCARF VALANCE	The most versatile window treatment, scarf valances are generally sold in 6 yard (216") lengths, which is the most common size, or 8 yard (288") lengths, and can be hung using a scone, swag holder or even a decorative rod.
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SCONCES / SWAG HOLDERS	Both sconces and swag holders can be used to hang scarf valances. They offer many decorative solutions, as they allow the scarf to be hung in countless numbers of ways. Sconces may also be used as rod holders.
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SCREWED ON HANDLES	Typically a plastic handle that is screwed to the outside portion of the cookware. This type of handle is less secure than a riveted handle, however, it provides for a smooth interior in the pan.
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SCT	A manufacturing process used exclusively by Henckel's cutlery. SCT utilizes the perfect alloy for each part of the knife, resulting in gourmet quality cutlery that will last a lifetime.
-----	---

SEMI-FITTED	In furniture covers, a pre-sewn fabric meant to fit a piece of furniture within a range of sizes. Also known as "ready-made".
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SHAM	A large, often widely fringed or bordered pillow, for display as part of a bedding set.
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SHEERS	Sheers are manufactured as panels, valances and scarves. They may be used alone or in combination with other treatments. Sheers are versatile enough to be used with either decorative hardware or simple curtain rods.
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SINGLE CURTAIN RODS	Single curtain rods are predominately used with lace or sheer panels. They are available in different projections, and are an ideal solution for layering window treatments.
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SINGLE LOAD CELL	A feature found in mechanical digital scales, it is very accurate with the fewest moving parts. The reading is taken from a single cell. The LCD display has a longer battery life. Some models have an LED display, requiring periodic battery replacement.
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SOLEPLATE	The heat plate of an iron. The wider it is the better, as it will cover more area in a given press. Can be found in both stainless steel and non-stick surfaces.
-----------	--

SPRING TENSION	Spring tension rods are available in oval and round. The round is typically used on doors with a rod at the top and bottom. The oval is used with panels to prevent drilling holes in the walls.
----------------	--

STAINLESS STEEL – COOKWARE	In cookware, this is not a good heat conductor. Usually combined with a conductible metal, such as aluminum or copper, for effective cooking.
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STAINLESS STEEL – FLATWARE	One of the most common materials used to construct flatware. Stainless steel is an "alloy", which is a combination of metals. Chromium and Nickel combined with steel create stainless.
----------------------------	---

STAMPED CUTLERY	Machine-made knives using less craftsmanship than forged cutlery. Usually does not include a metal bolster, and may also be referred to as "cold pressed" cutlery.
-----------------	--

STEAM DRIVEN	An entry-level espresso machine. Water must first come to a boil before being forced through the grinds. Makes four shots of espresso at a time; then the machine must cool before additional cups are made.
--------------	--

STONEWARE	A form of dinnerware that is more durable and heat resistant than Earthenware, since it is fired at higher kiln temperatures.
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SUPIMA	A long, consistent staple cotton produced in the U.S., which is very soft and durable.
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SWEEP / STICKBROOM	A light-duty vacuum cleaner, best for small areas such as stairs and small rooms. Commonly used for the kitchen floor and other quick pick-me-up areas. Also known as a "sweeper vac".
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SYNTHETIC FIBERS	Man-made fibers such as polyester, vellux, acrylic, etc.
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T[TOP](#)

TANG	On a fork, the view of the blade enclosed by the handle. A full tang will run the length of the handle, resulting in a comfortably balanced gourmet quality knife.
TERRY	A towel with loops. The longer and more dense the loops, the thicker and more absorbent and more luxurious the towel.
THERMAL WEAVE	Thermal blankets consist of loosely woven fabric that allows air to circulate and body heat to escape, providing less warmth. Often made of acrylic or cotton fibers.
THREAD COUNT	The number of threads per square inch of fabric. The higher the thread count, the softer and more durable the fabric. Thread counts range mainly from 180 to over 300; luxury linens have 300 and higher.
THROW BLANKET	Typically 50" x 60"; functional and decorative. Available in a wide variety of colors and textures for accenting a sofa or chair, or at the foot of a bed.

U

TOP

UPRIGHT VACUUM	Best for fully carpeted surfaces, especially in larger areas. Uses a beater brush to pick up dirt; may have a hard or soft casing for bags. Sometimes available bagless and equipped with onboard attachments.
----------------	--

V

TOP

VELLUX	A thick, soft synthetic for blankets. Nylon fibers bonded to foam insulate well but do not offer breathability. (Also called a hotel blanket).
VELOUR	A towel in which the loops have been cut for a velvety but less absorbent surface.
VITRIFIED CERAMICS	In dinnerware, vitrified means "glass-like". The more vitreous the ceramic, the harder, more translucent and non-porous it becomes.

W

TOP

WARM MIST HUMIDIFIER	Water is boiled by a heating element, which kills bacteria; steam is then cooled before being dispersed into the air as a warm mist. Can be used as a vaporizer.
WELDED HANDLES	In cookware, this handle is welded to the outside of the pan, providing a smooth interior. It is not as durable as a riveted handle.
WIRE WHIP	A stand mixer attachment used predominately for creaming and whipping.
WOOL	A superb natural insulator, providing maximum warmth in blankets. Extremely durable, wool absorbs and evaporates moisture quickly, providing dry warmth. Naturally flame retardant, too. Dry cleaning is recommended.
WRAP MATTRESS PAD	A mattress pad that covers the top and sides of the mattress with elastic all the way around the bottom. Quilted on both the top and the sides, a wrap pad provides a secure fit for your sheets with all-around padding.

X

TOP

Y

TOP

Z

TOP

EXHIBIT 3



A registered ISO 9001:2008 laboratory

4207-1 Milgen Road, Columbus, GA 31907

Telephone: 844-309-6337

www.texttest.com

TexTesT Report: 3877 1

Date: 9/21/16

Page: 1 of 2

CLIENT:

LAW OFFICES OF HOWARD W. RUBENSTEIN

115 Claremont Lane 5

Palm Beach Shores, FL 33404

ATTN: Amy Francis

SAMPLE IDENTIFICATION:

LABELED 100% Egyptian Cotton

Sample 1. DAMASK STRIPE 500 THREAD COUNT

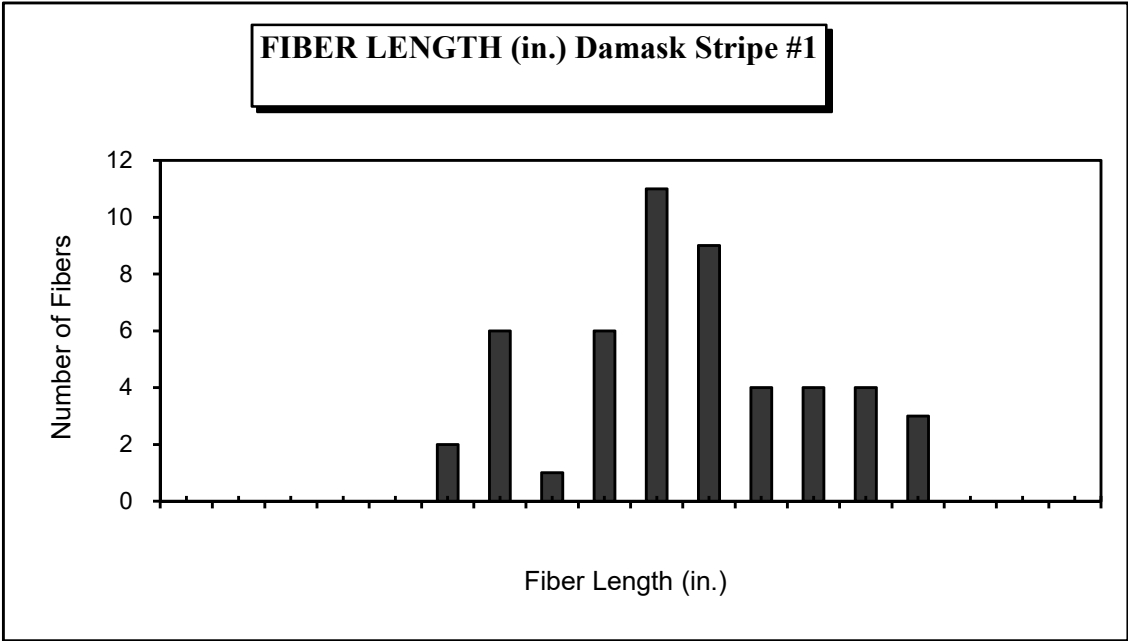
FIBER LENGTH AND DISTRIBUTION ASTM D 5103		Length Group Lower Limit (in.)	Number of Fibers	Sample 1. Percent of Total	
		2.040	0	0	
		1.920	0	0	
		1.800	0	0	
		1.680	0	0	
		1.560	0	0	
		1.440	2	4	
	Extra Long	1.320	6	12	Probability 16% Egyptian ELS
	Long	1.200	1	2	
	Medium	1.080	6	12	
	Short	0.960	11	22	
		0.840	9	18	
		0.720	4	8	
		0.600	4	8	
		0.480	4	8	
		0.360	3	6	
		0.240	0	0	
		0.120	0	0	
		0.000	0	0	
Total			50	100	
Average Length		0.900			
Standard Deviation		0.345			
Coefficient of Variation		17.2 %			

TEXTTEST LLC

signed by

LABELED 100% Egyptian Cotton

SAMPLE IDENTIFICATION: Sample 1. DAMASK STRIPE 500 THREAD COUNT



SUMMARY1

Average Length inches

0.900

Std. Deviation

0.345

Coefficient of Variation

17.2 %

Maximum

1.44

Minimum

0.38

Probability % Egyptian-Extra Long Staple:

18%

American Pima Standard 1.2 to 1.48"

Supima Standard 1.25" to 1.56"

Egyptian ELS Std 1.5" to 2.5"

Short Fiber Content= Less the 0.5"

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS Marta Rendon; Palm Beach **DEFENDANTS** Bed, Bath, and Beyond, Inc.; New Jersey

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Angela Arango-Chaffin, Esq. ;540 West Avenue #1113, Miami, FL 33139; 713-818-2515

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Brian M. Ercole

(d) Check County Where Action Arose: ☐ MIAMI-DADE ☐ MONROE ☐ BROWARD ☒ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ OKEECHOBEE ☐ HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- PTF DEF**
Citizen of This State ☒ 1 ☐ 1 Incorporated or Principal Place of Business In This State ☐ 4 ☐ 4
Citizen of Another State ☐ 2 ☒ 2 Incorporated and Principal Place of Business In Another State ☐ 5 ☒ 5
Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT		TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 366 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 424 Consumer Credit	<input type="checkbox"/> 376 Qui Tam (31 USC 3729 (a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 369 Other	PROPERTY RIGHTS	<input type="checkbox"/> 425 State Reapportionment	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	PERSONAL PROPERTY	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 426 Bankruptcy	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 372 Labor/Mgmt. Relations	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 427 Labor/Mgmt. Relations	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 373 Other Personal Property Damage	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application	<input type="checkbox"/> 428 Labor/Mgmt. Relations	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 429 Labor/Mgmt. Relations	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	PRISONER PETITIONS	<input type="checkbox"/> 790 Other Labor Litigation	SOCIAL SECURITY	<input type="checkbox"/> 430 Labor/Mgmt. Relations	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 431 Labor/Mgmt. Relations	<input type="checkbox"/> 480 Consumer Credit
<input checked="" type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 510 Motions to Vacate Sentence		<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 432 Labor/Mgmt. Relations	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	Other:		<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 433 Labor/Mgmt. Relations	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 196 Franchise	CIVIL RIGHTS	<input type="checkbox"/> 530 General		<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 434 Labor/Mgmt. Relations	<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 535 Death Penalty		<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 435 Labor/Mgmt. Relations	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 540 Mandamus & Other		FEDERAL TAX SUITS	<input type="checkbox"/> 436 Labor/Mgmt. Relations	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 550 Civil Rights		<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 437 Labor/Mgmt. Relations	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 555 Prison Condition		<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 438 Labor/Mgmt. Relations	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			<input type="checkbox"/> 439 Labor/Mgmt. Relations	<input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 446 Amer. w/Disabilities - Other				<input type="checkbox"/> 440 Labor/Mgmt. Relations	
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 448 Education				<input type="checkbox"/> 441 Labor/Mgmt. Relations	

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Re-filed (See VI below) ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation Transfer ☐ 7 Appeal to District Judge from Magistrate Judgment ☐ 8 Multidistrict Litigation - Direct File ☐ 9 Remanded from Appellate Court

VI. RELATED/RE-FILED CASE(S) (See instructions): a) Re-filed Case ☐ YES ☐ NO b) Related Cases ☐ YES ☐ NO

VII. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): Violation of Florida Deceptive and Unfair Trade Practices Act, inter alia, sections 501.201 to 201.213, Florida

LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: ☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** **CHECK YES only if demanded in complaint:**

JURY DEMAND: ☒ Yes ☐ No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE 08/17/2017 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

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INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked. Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

Remanded from Appellate Court. (8) Check this box if remanded from Appellate Court.

VI. Related/Refiled Cases. This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

VII. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VIII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

Date and Attorney Signature. Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Bed Bath & Beyond Accused of Falsely Labeling 'Egyptian Cotton' Sheets](#)
