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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

LORIANN STAPLES, ASHLEY CLARK, and
DEANN SCOTT, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

E&E CO., LTD.,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

NATURE OF THE ACTION

1
2 1. This is a putative class action lawsuit on behalf of purchasers of Defendant E&E
3 Co., Ltd.’s (“Defendant”) 1000 thread count Beautyrest-brand bedding and linen products (the
4 “Beautyrest Products”) and 1500 thread count Madison Park-brand bedding and linen products (the
5 “Madison Park Products”) (collectively, the “Products”). Defendant is the licensee of the
6 Beautyrest and Madison Park trademarks. Defendant labels, markets, manufactures, distributes,
7 and sells these Products as having higher thread counts than they actually have. By doing so,
8 Defendant’s labeling and marketing have the tendency or capacity to deceive or confuse reasonable
9 consumers into believing the Products are of better quality, more durable, longer lasting, softer, and
10 more comfortable for sleeping than products with lesser thread counts. In purchasing Defendant’s
11 Products, class members received less than what was promised by Defendant due to the inflated
12 thread counts represented on the advertisements and labels of the Products.

13 2. Independent testing has revealed that, contrary to Defendant’s representation that its
14 products are made with a thread count of 1000, the Beautyrest Products are actually made with a
15 thread count of 216.¹ Likewise, testing has revealed that the Madison Park Products are not 1500
16 thread count, but in fact in the range of 237 to 295.² As a cross check against the test results, the
17 same industry-standard test methodology was used on a competing brand advertised as 600 thread
18 count. Unlike Defendant’s Products, the test results for that competing product passed.³

19 3. Defendant’s misleading representations of the Products deceive the public into
20 believing that they are purchasing a product with a higher thread count than they actually have.
21 The fact that Defendant emphasizes the thread count as a distinguishing feature of its products
22 shows that thread count is material to consumers.

23 4. Plaintiffs and Class Members would not have purchased the Products – or would not
24 have paid as much as they did to purchase them – had they known that they were not in fact the
25

26 _____
27 ¹ See Exhibit A.

28 ² See Exhibit B.

³ See Exhibit C.

1 thread count represented. Plaintiffs and Class Members thus suffered monetary damages as a result
2 of Defendant’s deceptive and false representations.

3 **PARTIES**

4 5. Plaintiff Loriann Staples is domiciled in California, residing in Fremont, California.
5 In, or around November 2021, Plaintiff Staples purchased a pack of Beautyrest 1000 thread count
6 bed sheets from a Target in Fremont, California. Before buying her Beautyrest Product, Plaintiff
7 Staples reviewed the product’s labeling and packaging and saw that the product was labeled and
8 marketed as “1000 thread count.” Plaintiff Staples understood this statement to mean that the
9 sheets she was purchasing would be 1000 thread count sheets, and she bought the sheets because of
10 that representation. Plaintiff Staples would not have purchased the sheets if she had known that the
11 1000 thread count labeling was false, or she would have paid less for them.

12 6. Plaintiff Ashley Clark is domiciled in New York, residing in Manhattan. In, or
13 around December 2022, Plaintiff Clark purchased a pack of Beautyrest 1000 thread count bed
14 sheets from a Target in New York. Before buying her Beautyrest Product, Plaintiff Clark reviewed
15 the product’s labeling and packaging and saw that the product was labeled and marketed as “1000
16 thread count.” Plaintiff Clark understood this statement to mean that the sheets she was purchasing
17 would be 1000 thread count sheets, and she bought the sheets because of that representation.
18 Plaintiff Clark would not have purchased the sheets if she had known that the 1000 thread count
19 labeling was false, or she would have paid less for them.

20 7. Plaintiff Deann Scott is domiciled in California, residing in Oakley, California. In,
21 or around, Summer 2021, Plaintiff Scott purchased a pack of Madison Park 1500 thread count bed
22 sheets from a Bed Bath & Beyond in Antioch, California. Prior to her purchase of her Madison
23 Park Product, Plaintiff Scott reviewed the product’s labeling and packaging and saw that the
24 product was labeled and marketed as “1500 thread count.” Plaintiff Scott relied on that labeling
25 and packaging to choose her Madison Park Products over comparable products. Plaintiff Scott saw
26 these representations prior to, and at the time of purchase, and understood them as representations
27 and warranties that her Madison Park Product would be of a “1500 thread count.” Plaintiff Scott
28 understood this statement to mean that the sheets she was purchasing would be 1500 thread count

1 sheets, and she bought the sheets because of that representation. Plaintiff Scott would not have
2 purchased the sheets if she had known that the 1500 thread count labeling was false, or she would
3 have paid less for them.

4 8. Plaintiffs and putative class members paid a price premium due to the false and
5 misleading thread count claims.

6 9. Plaintiffs regularly go to stores where Beautyrest or Madison Park sheets are sold
7 and would consider purchasing the products again in the future if the thread count labels were
8 accurate and complied with industry standards for determining thread counts. Absent an injunction
9 to this effect, Plaintiffs will be unable to rely with confidence on Defendant's advertising of the
10 Products in the future. Indeed, if those change were made, Plaintiffs would have no practical way
11 to know that was the case. As a result, they may either refrain from purchasing the products in the
12 future or may purchase them *incorrectly* assuming that they have been improved, and that the
13 thread count labeling conforms with industry standards for accurately determining thread counts.

14 10. Defendant is a corporation incorporated in the state of Delaware with its principal
15 executive office located in Fremont, California. Defendant is the licensee of the Beautyrest and
16 Madison Park trademarks. Defendant markets, manufactures, distributes, and sells the Beautyrest
17 and Madison Park products.

18 11. There is a significant contact or significant aggregation of contacts between
19 Defendant and each class member. A significant portion of the conduct giving rise to liability
20 occurred in California. On information and belief, Defendant's product compliance, quality
21 assurance, supply chain, retail operations, marketing, global sourcing, and customer service
22 departments are located at Defendant's headquarters in California. Final decisions and approvals
23 regarding labeling, marketing, sales, and pricing were made in California. To the extent that the
24 sheets and pillowcases were manufactured outside California, they were nonetheless made *for*
25 Defendant as the exclusive, California-based importer and distributor of the products.

26 **JURISDICTION AND VENUE**

27 12. This Court has subject matter jurisdiction pursuant to 28 U.S.C § 1332(d)(2)(a)
28 because this case is a class action where the aggregate claims of all members of the proposed class

1 are in excess of \$5,000,000.00, exclusive of interest and costs, there are over 100 members of the
2 putative class, and Plaintiffs, as well as most members of the proposed class, are citizens of states
3 different from Defendant.

4 13. This Court has personal jurisdiction over Defendant because Defendant is
5 headquartered in this District, and Plaintiffs' claims arise out of each of the Defendants' forum-
6 related activities including the sale, marketing, and advertising of the Products.

7 14. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant
8 is headquartered in this District and a substantial part of the events giving rise to Plaintiffs' claims
9 took place within this District.

10 15. Defendant received multiple pre-suit notices of the claims at issue in this litigation,
11 including relevant test results, in January and April 2023. Defendant has responded to the notices,
12 but not provided any relief to class members or altered its unlawful business practices.

13 **FACTUAL ALLEGATIONS**

14 **A. Defendant's Misrepresentations and Omissions Regarding The Products**

15 16. **Products at issue:** Beautyrest 1000 thread count sheets and pillowcases, and
16 Madison Park 1500 thread count sheets and pillowcases.

17 17. All Beautyrest sheets and pillowcases are substantially similar regardless of size or
18 color. The labeling is materially the same for all such products. The 1000 thread count labeling is
19 false for all such products, and for the same reason.

20 18. All Madison Park sheets and pillowcases are substantially similar regardless of size
21 or color. The labeling is materially the same for all such products. The 1500 thread count labeling
22 is false for all such products, and for the same reason.

23 19. **Relevant time period:** All misrepresentation and omissions at issue here were
24 consistently made at all times during the last four years, at least.

25 20. There have been no material changes to the product packaging during the relevant
26 time period.

1 21. **Misrepresentation at issue:** The misrepresentations at issue are found on the front
2 packaging of the Products.

3 22. Defendant misrepresents the Beautyrest Products as having a thread count of 1000:
4



1 23. Defendant misrepresents the Madison Park Products as having a thread count of
2 1500:

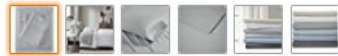


20 24. The online labeling and marketing of the Products similarly reference the same
21 purported thread counts. For example, the Madison Park listings on Amazon.com,
22 Bedbedbathandbeyond.com, and Macys.com all boldly claim that the Products have a “1500
23 Thread Count.” *See examples below.*

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Roll over image to zoom in



Madison Park **1500 Thread Count** Cotton Blend Sheet Set Grey Queen

Visit the Madison Park Store

★★★★☆ 18 ratings

\$71.67 (\$17.92 / Count)

Get \$50 off instantly: Pay \$21.67 ~~\$71.67~~ upon approval for the Amazon Rewards Visa Card. No annual fee.

Size	Queen
Material	Cotton Blend
Color	Grey
Pattern	Solid
Brand	Madison Park

About this item

- 51% Cotton/49% Polyester
- 52% Cotton / 48% Polyester 1500 thread count
- 1 Flat Sheet:90"W x 102"L 1 Fitted Sheet:60"W x 80"L + 16"D 2 Standard Pillowcases:20"W x 30"L(2)
- Machine Wash

Consider a similar item

 Mellanni Queen Sheet Set - Hotel Luxury 1800 Bedding Sheets & Pillowcases - Extra Soft Cooling Bed Sheets - Deep Pocket up to 16 inch Mattress - Wrinkle, Fade, Stain Resistant - 4 Piece (Queen, White)
★★★★☆ (333361)
\$34.97 ✓prime
🌱 Climate Pledge Friendly

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SHOP MADISON PARK

Madison Park 1500-Thread-Count 4-Piece Cotton Blend Sheet Set

★★★★★ 160 Reviews | Write Review | Q&A

Earn 750 points on this product!

Earn 2x points



\$74.99 - \$119.99 Regular Price

Price Match Promise

Limited Time Offer: Earn 2x Reward Points

Get up to \$50 in rewards!

Color



Size

QUEEN KING CAL-KING

FREE Store Pickup Out of stock	Same Day Delivery Out of stock	Ship to Home Out of stock
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Out of stock at Clybourn Place
Out of stock within 50 miles of 60614

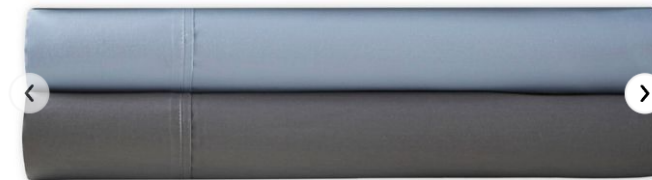
SHOP MADISON PARK

Madison Park 1500-Thread-Count Cotton Blend Pillowcases (Set of 2)

★★★★★ 149 Reviews | Write Review | Q&A

Earn 260 points on this product!

Earn 2x points



\$26.49 - \$26.99 Regular Price

Price Match Promise

Limited Time Offer: Earn 2x Reward Points

Get up to \$50 in rewards!

Size

STANDARD KING

FREE Store Pickup Out of stock	Same Day Delivery Out of stock	Ship to Home Out of stock
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Out of stock at Clybourn Place
Out of stock within 50 miles of 60614

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Madison Park **1500-Thread-Count** 2-Piece Cotton Blend Pillowcase

★★★★★ 150 Reviews | Write Review | Q&A

Earn **210 points** on this product!

Earn 2x points



\$20.99 - \$26.99 Regular Price

Price Match Prom

Limited Time Offer: Earn 2x Reward Points

Get up to \$50 in rewards!

Color



Size



FREE Store Pickup

Out of stock

Same Day Delivery

Out of stock

Ship to Home

Out of stock

Out of stock at Clybourn Place

Out of stock within 50 miles of 60614



MADISON PARK

1500 Thread Count Cotton Blend 4-Pc. Sheet Set , Queen

★★★★★ 4 (120)

\$95.19 with code: CLEAR ~~\$125.00~~ Details

4 interest-free payments of \$23.79 with Klarna. Learn More

Bonus Buy \$10.99 Throw

COLOR: SEAFOAM



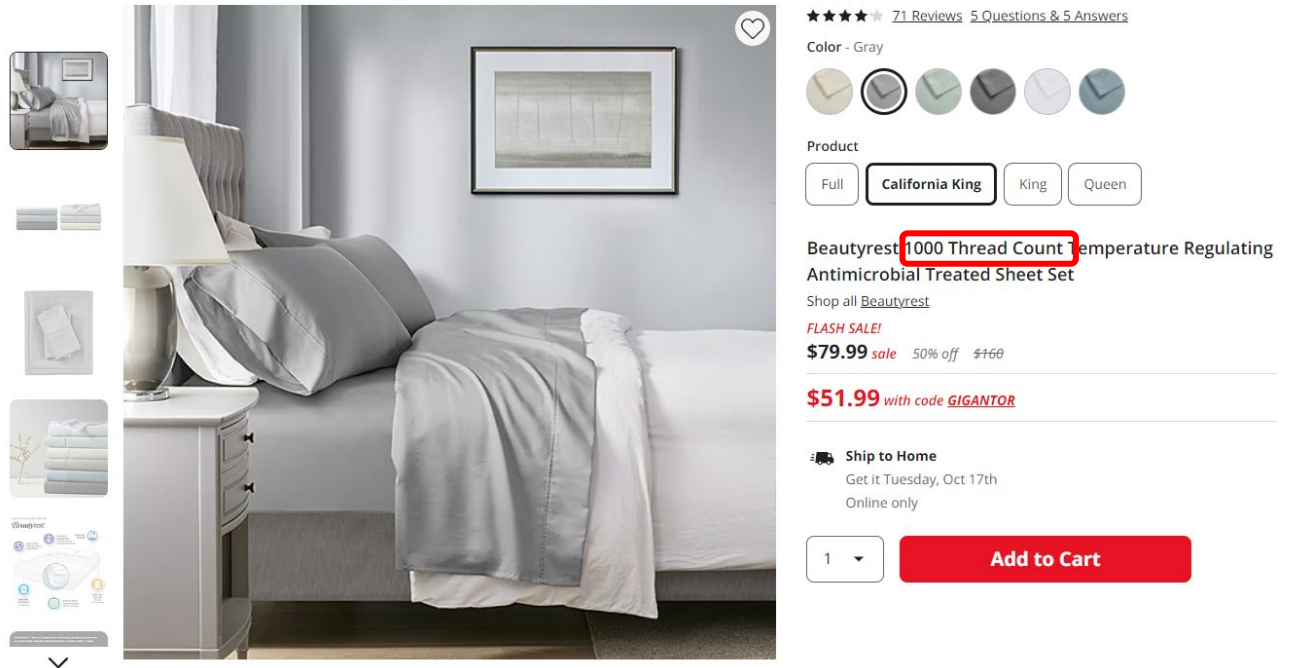
SIZE: QUEEN



King Pillowcase



Add To Bag



25. Defendant intends that consumers will read and rely on the thread count claims made in Defendant’s advertising and labeling, and Plaintiffs and putative class members read and rely on those claims to their detriment.

B. Why/How The Representations At Issue Here Are False And Have The Tendency Or Capacity To Deceive Or Confuse Reasonable Consumers

26. A fabric’s “thread count” is a quantifiable measure of the total number of warp (vertical) and weft (horizontal) yarns within a square inch of the fabric. To calculate thread count, the number of vertical yarns is simply added to the number of horizontal yarns.

27. A fabric’s thread count is indicative of the quality, durability, and longevity of the fabric, and also determines the coarseness or fineness of the fabric, and therefore how soft and smooth it is to the touch. If a fabric has a higher thread count (i.e., more threads per square inch), it will not only be stronger and more durable, but will also feel smoother and softer to the touch. As such, a fabric’s “thread count” has become a material basis on which reasonable consumers make purchasing decisions.

1 28. Moreover, as a general matter, the higher the thread count, the higher the price for
2 that product. Indeed, consumers pay a premium for sheets based on purportedly higher thread
3 counts and the belief that a higher thread count means higher quality. *See*
4 <https://www.mattressadvisor.com/thread-count-really-matter-sheets/> (“higher thread counts mean
5 higher prices, which consumers happily pay believing they are buying top quality sheets with
6 thread counts of 750, 800, 1000, or even higher.”); *see also Hawes v. Macy’s Stores W., Inc.*, No.
7 1:17-CV-754, 2022 WL 194407, at *16 (S.D. Ohio Jan. 22, 2022) (“The Court finds there is more
8 than enough evidence suggesting thread-count is a material factor in consumers’ choice of
9 bedsheets.”).

10 29. Industry participants, including Defendant, know that consumers will pay higher
11 prices for bedding and linen products with a higher thread count because of the purported higher
12 quality. Therefore, industry participants increase product pricing as the thread count on the
13 products increases. This includes industry participants such as Defendant.

14 30. The industry standard for measuring thread counts is based on the American Society
15 for Testing and Materials’ (“ASTM”) Standard Test Method for Warp (End) Count and Filling
16 (Pick) Count of Woven Fabric, Designation: D3775 (applicable to all woven fabrics).

17 31. The ASTM D3775 standard requires that individual warp ends and filling picks are
18 counted as “single units regardless of whether they are comprised of single or plied components”
19 per D3775.

20 32. The decades-long industry practice in the United States for thread counting has been
21 to “count the number of threads in both the warp and filling directions” and to count plied yarns as
22 “one yarn, regardless of whether the yarn was a single ply or multi-ply yarn. (A multi-ply yarn is
23 one yarn that has been created by twisting two or more yarns together.)”⁴

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26 _____
27 ⁴ Letter from James Kohm, Assoc. Dir. for Enf’t Bureau of Consumer Prot., FTC, to E. Linwood
28 Wright, III, Chairman of the Textile Bedding Comm. of the Nat’l Textile Ass’n (Aug. 2, 2005)
[https://www.ftc.gov/sites/default/files/documents/advisory_opinions/national-textile-
association/natltextileasn.pdf](https://www.ftc.gov/sites/default/files/documents/advisory_opinions/national-textile-association/natltextileasn.pdf)

33. However, some manufacturers, including Defendant, have departed from the industry standard for measuring thread count by “counting plied yarns individually.”⁵ This results in a thread count inflation of double or triple (or higher) the thread count as would be measured using traditional industry standards.⁶

34. To support its fraud, Defendant relies on a counting methodology that is inconsistent with industry standards, and which is designed to falsely inflate the true thread count of the sheets. In support of this scheme, Defendant has ginned up false test results that purport to show passing test results. However, much like an asterisk on a major league baseball record denoting steroid use, Defendant’s own internal testing includes an asterisk and disclosure signifying departure from industry standard methodologies:

Warp End Count and Filling Pick Count of Woven Fabric
ASTM D3775-17e1

Ends / Inch	215
Picks / Inch	1248*
Total	1463

*Note: 16 inserts / pick

Selected tests as requested by applicant **against specified requirement** / test request form / quotation.

35. The inclusion of an asterisk in the picks/ inch field above denotes that 16 inserts were counted per pick. That is not the industry standard method for thread counting, and if it were, then there would be no need to include the asterisk and corresponding explanation. The test results further note that they were “requested by [Defendant] against specified requirement[s],” which again denotes departure from the industry standard methodology for thread counting.

36. In a letter to the National Textiles Association (“NTA”), the Federal Trade Commission (“FTC”) stated that this non-traditional practice of measuring thread count “created confusion in the marketplace and has caused consumers to compare thread counts that may have been calculated in two dramatically different ways.”⁷ The FTC also stated that “consumers could

⁵ *Id.*

⁶ *Id.*

⁷ *Id.*

1 be deceived or misled by the practice of stating an inflated thread count, achieved by multiplying
2 the actual count by the number of plies within the yarn.”⁸

3 37. The practice of counting the plies that make up each thread was also condemned by
4 the American Textile Manufacturer’s Institute (“ATMI”). In a letter sent to the FTC on January
5 31, 2002, Exhibit B, ATMI addressed marketing of bed sheets and pillowcases to consumers with
6 claims of extremely high yarn or thread count claims, stating that:

7
8 Labeling these products based on a count that includes each ply in plied yarns
9 deceives the customer into believing that bedding products with higher counts are
10 better, when, in fact, they might be inferior because of the method used to determine
11 the count.

12 ...

13 In many cases, these extremely high counts are achieved by counting yarns within
14 a ply as individual yarns, thus dramatically increasing the number of yarns in a
15 square inch of fabric. A plied yarn is one in which two or more yarns are twisted
16 together to form a single strand.

17 ATMI believes this method of labeling products based on counting each individual
18 yarn in plies to be a deceptive practice, which misleads the American public into
19 making purchasing decisions to purchase items, based on false and misleading
20 information.

21 ASTM method D 3775-96 (Standard Test Method for Fabric Count of Woven
22 Fabric) [a prior version of D3775-12] the long-accepted industry standard for
23 determining count. This method has been in use in this country for many years and
24 serves as the industry’s standard way to report the count of many woven textile
25 fabrics, including sheeting. It is based on the number of yarns in the warp direction
26 and filling direction, regardless of ply, and has become an important parameter used
27 by consumers to judge the quality of sheeting products, since the higher the count,
28 the more luxurious the product.

ATMI believes that any information provided to the consumer should be true and
correct so as not to be deceptive or misleading. We believe that plied yarns are
properly counted as only one yarn. For example, a fabric containing 250 individual
four ply yarns in a square inch would be described as a “250 thread count fabric,
even though each thread or yarn contained four plies twisted together.” **It would
be false and misleading to describe this as a 1000 thread count product.**

⁸ *Id.*

1 (d) All people in California who purchased any Madison Park product that
2 represents the product as having a thread count of 1500 during the applicable
3 statute of limitations.

4 (e) All people in New York who purchased any Beautyrest product that
5 represents the product as having a thread count of 1000 during the applicable
6 statute of limitations.

7 (f) All people in New York who purchased any Madison Park product that
8 represents the product as having a thread count of 1500 during the applicable
9 statute of limitations.

10 43. The aforementioned class definitions are placeholders and subject to change.
11 Subject to additional information obtained through further investigation and discovery, the
12 foregoing class definitions may be expanded or narrowed by amended complaint or at class
13 certification, including through the use of multi-state subclasses to account for material differences
14 in state law, if any.

15 44. Specifically excluded from proposed classes are Defendant, Defendant's officers,
16 directors, agents, trustees, parents, children, corporations, trusts, representatives, employees,
17 principals, servants, partners, joint ventures, or entities controlled by Defendant, and its heirs,
18 successors, assigns, or other persons or entities related to or affiliated with Defendant and/or
19 Defendant's officers and/or directors, the judge assigned to this action, and any member of the
20 judge's immediate family.

21 45. **Numerosity.** Class members are geographically dispersed throughout the United
22 States and are so numerous that individual joinder is impracticable. Plaintiffs reasonably estimate
23 that there are hundreds of thousands of class members.

24 46. **Existence and predominance of common questions of law and fact.** Common
25 questions of law and fact exist as to all class members and predominate over any questions
26 affecting only individual class members. These common legal and factual questions include, but
27 are not limited to, the following:
28

- 1 (a) Whether Defendant made false and/or misleading statements to the
- 2 consuming public concerning the thread count of its Products;
- 3 (b) Whether Defendant's labeling and packaging for the Products at issue are
- 4 misleading and/or deceptive;
- 5 (c) Whether Defendant engaged in unfair, fraudulent, or unlawful business
- 6 practices with respect to the advertising and sale of the Products at issue;
- 7 (d) Whether Defendant represented to consumers that the its Products have
- 8 characteristics or qualities they do not have;
- 9 (e) Whether Defendant advertised the Products at issue with the intent to sell it
- 10 not as advertised;
- 11 (f) Whether Defendant made and breached express and/or implied warranties
- 12 concerning the Products at issue;
- 13 (g) Whether Defendant's conduct injured Plaintiffs and class members; and
- 14 (h) Whether Plaintiffs and class members are entitled to damages or other relief.

15 47. **Typicality.** Plaintiffs' claims are typical of the claims of the class members in that,
16 among other things, they were deceived (or reasonably likely to be deceived) in the same way by
17 Defendant's false and misleading claims about the purported thread count of the Products at issue.
18 All class members were comparably injured by Defendant's wrongful conduct as set forth herein.
19 Further, there are no defenses available to Defendant that are unique to Plaintiffs.

20 48. **Adequacy of Representation.** Plaintiffs will fairly and adequately protect the
21 interests of the proposed class members. Plaintiffs retained counsel that is highly experienced in
22 complex consumer class action litigation, and Plaintiffs intend to vigorously prosecute this action
23 on behalf of class members. Furthermore, Plaintiffs have no interests that are antagonistic to those
24 of class members.

25 49. **Superiority.** A class action is superior to all other available means for the fair and
26 efficient adjudication of this controversy. The damages or other financial detriment suffered by
27 individual Class and Subclass Members are relatively small compared to the burden and expense of
28 individual litigation of their claims against Defendant. It would, thus, be virtually impossible for

1 Class or Subclass Members to obtain effective redress on an individual basis for the wrongs
2 committed against them. Even if Class or Subclass Members could afford such individualized
3 litigation, the court system could not. Individualized litigation would create the danger of
4 inconsistent or contradictory judgments arising from the same set of facts. It would also increase
5 the delay and expense to all parties and the court system from the issues raised by this action. The
6 class action device provides the benefits of adjudication of these issues in a single proceeding,
7 economies of scale, and comprehensive supervision by a single court, and presents no unusual
8 management difficulties under the circumstances.

9 50. In the alternative, the Class and Subclasses may also be certified because:

- 10 (a) the prosecution of separate actions by individual Class and Subclass
11 Members would create a risk of inconsistent or varying adjudications with
12 respect to individual Class or Subclass Members that would establish
13 incompatible standards of conduct for Defendant;
- 14 (b) the prosecution of separate actions by individual Class and Subclass
15 Members would create a risk of adjudications with respect to them that
16 would, as a practical matter, be dispositive of the interests of other Class and
17 Subclass Members not parties to the adjudications, or substantially impair or
18 impede their ability to protect their interests; and/or Defendant has acted or
19 refused to act on grounds generally applicable to the Class and to the
20 Subclass as a whole, thereby making appropriate final declaratory and/or
21 injunctive relief with respect to the Members of the Class and to the
22 Members of the Subclass as a whole.

23 **COUNT I**

24 **Breach Of Express Warranty**

25 51. Plaintiffs incorporate by reference the allegations contained in all preceding
26 paragraphs of this complaint.

27 52. Plaintiffs bring this Count individually and on behalf of the members of the
28 proposed classes against Defendant.

1 1000, and has made an implied promise on the label of the Madison Park Products that they would
2 have a thread count of 1500.

3 64. Defendant made implied representations about its Products' thread counts that were
4 false and misleading, as outlined above. Defendant's Products had an entirely different thread
5 count based on industry standards.

6 65. Defendant breached its implied warranties due to the false thread count labeling at
7 issue in this case, Plaintiff and the proposed classes did not receive the goods as impliedly
8 warranted by Defendant.

9 66. Had Defendant not breached its implied warranty by making the false
10 representations alleged herein, Plaintiffs and class members would not have purchased the Products
11 or would not have paid as much as they did for them. As such, Plaintiffs and the proposed classes
12 have sustained damages as a proximate result of the foregoing breach of implied warranty in an
13 amount to be determined at trial.

14 67. Defendant was provided with pre-suit notice of the claims at issue here.

15 **COUNT III**
16 **Unjust Enrichment**

17 68. Plaintiffs incorporate by reference the allegations contained in all proceeding
18 paragraphs of this complaint.

19 69. Plaintiffs bring this Count individually and on behalf of the members of the
20 proposed classes against Defendant.

21 70. Each Plaintiff asserts this claim under the laws of their respective state.

22 71. Plaintiffs and class members conferred benefits on Defendant by purchasing the
23 Products.

24 72. Defendant has knowledge of such benefits.

25 73. Defendant has been unjustly enriched in retaining the revenues derived from the
26 purchases of the Products. Retention of monies under these circumstances is unjust and inequitable
27 because Defendant misrepresented that the Products contained a thread count of 1000 or 1500 and
28 charged a price premium based on those representations.

1 85. Plaintiffs and class members are “consumers,” as the term is defined by California
2 Civil Code § 1761(d), because they bought the Products at issue for personal, family, or household
3 purposes.

4 86. Defendant is a “person” within the meaning of Cal. Civ. Code § 1761(c).
5 Defendant’s Products are “goods” within the meaning of Cal. Civ. Code § 1761(a).

6 87. The parties have engaged in “transactions,” as that term is defined by California
7 Civil Code § 1761(e).

8 88. The conduct alleged in this Complaint constitutes unfair methods of competition
9 and unfair and deceptive acts and practices for the purpose of the CLRA, and the conduct was
10 undertaken by Defendant in transactions intended to result in, and which did result in, the sale of
11 goods to consumers.

12 89. Defendant has violated the CLRA by making false statements about the thread count
13 of the Products at issue.

14 90. As a result of engaging in such conduct, Defendant has violated California Civil
15 Code § 1770(a)(5), (a)(7), and (a)(9).

16 91. As a direct and proximate result of Defendant’s unfair and deceptive business
17 practices, as alleged above and herein, Plaintiffs and class members have suffered injury.

18 92. Defendant’s unfair and deceptive business practices, as alleged above and herein,
19 were willful, wanton, and fraudulent.

20 93. Defendant’s officers, directors, and/or managing agents authorized the use of the
21 false and misleading statements regarding the Products’ thread counts, as alleged above and herein.

22 94. Plaintiffs and class members suffered harm as a result of these violations of the
23 CLRA because they have paid money for the Products that they otherwise would not have incurred
24 or paid.

25 95. Plaintiffs and class members suffered an injury in fact resulting in the loss of money
26 and/or property as a proximate result of the violations of law and wrongful conduct of Defendant
27 alleged herein, and they lack an adequate remedy at law to address the unfair conduct at issue here.
28 Legal remedies available to Plaintiffs and class members are inadequate because they are not

1 equally prompt and certain and in other ways efficient as equitable relief. Damages are not equally
2 certain as restitution because the standard that governs restitution is different than the standard that
3 governs damages. Hence, the Court may award restitution even if it determines that Plaintiffs fail
4 to sufficiently adduce evidence to support an award of damages. Damages and restitution are not
5 the same amount. Unlike damages, restitution is not limited to the amount of money defendant
6 wrongfully acquired plus the legal rate of interest. Equitable relief, including restitution, entitles
7 the plaintiff to recover all profits from the wrongdoing, even where the original funds taken have
8 grown far greater than the legal rate of interest would recognize. Legal claims for damages are not
9 equally certain as restitution because claims under the CLRA entail few elements. In short,
10 significant differences in proof and certainty establish that any potential legal claim cannot serve as
11 an adequate remedy at law.

12 96. Plaintiffs seek all available relief under the CLRA, except damages. Plaintiffs
13 reserve the right to amend to seek damages at a later date.

14 **COUNT VI**

15 **Violation of California’s False Advertising Law (“FAL”),
16 Business & Professions Code § 17500 *et seq.***

17 97. Plaintiffs incorporate by reference and re-allege each and every allegation set forth
18 above as though fully set forth herein.

19 98. Plaintiffs bring this Count individually and on behalf of the members of the
20 proposed classes against Defendant.

21 99. Defendant violated Business & Professions Code § 17500 by publicly disseminating
22 false, misleading, and deceptive advertisements regarding the Products by falsely inflating their
23 thread count.

24 100. Defendant’s false and misleading advertisements were disseminated to increase the
25 sales of the Products at issue. Defendant knew or should have known that its advertisements for
26 the Products were false, misleading, and deceptive.
27
28

1 106. By committing the acts and practices alleged herein, Defendant has violated
2 California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200-17210 by
3 engaging in unlawful, fraudulent, and unfair conduct.

4 107. Defendant has violated the UCL’s proscription against engaging in unlawful
5 conduct as a result of its violations of the CLRA, Cal. Civ. Code § 1770(a)(5), (a)(7), and (a)(9) as
6 alleged above, as well as its violations of the other laws referenced herein. Defendant has also
7 violated the unlawful prong under FCTA § 5(A) because its business practices are “likely to cause
8 substantial injury to consumers which is not reasonably avoidable by consumers themselves and
9 not outweighed by countervailing benefits to consumers or to competition.” 15 U.S.C. § 45(n).

10 108. Defendant’s business practices are also unlawful pursuant to the FTCA by way of
11 the Textile Fiber Products Identification Act, 15 U.S.C. §§ 70a(a), 70a(b), and/or § 70a(c). These
12 sections make it unlawful, under 15 U.S.C. §§ 41 et seq., to sell, transport, deliver, or advertise
13 “any textile fiber product . . . which is misbranded or deceptively advertised.”

14 109. Defendant’s business practices are fraudulent because they include affirmative
15 representations and omissions and are likely to mislead reasonable consumers under the
16 circumstances.

17 110. Plaintiffs and the members of the Class have suffered an injury in fact resulting in
18 the loss of money and/or property as a proximate result of the violations of law and wrongful
19 conduct of Defendant alleged herein, and they lack an adequate remedy at law to address the unfair
20 conduct at issue here. Legal remedies available to Plaintiffs and class members are inadequate
21 because they are not equally prompt and certain and in other ways efficient as equitable relief.
22 Damages are not equally certain as restitution because the standard that governs restitution is
23 different than the standard that governs damages. Hence, the Court may award restitution even if it
24 determines that Plaintiffs fail to sufficiently adduce evidence to support an award of damages.
25 Damages and restitution are not the same amount. Unlike damages, restitution is not limited to the
26 amount of money defendant wrongfully acquired plus the legal rate of interest. Equitable relief,
27 including restitution, entitles the plaintiff to recover all profits from the wrongdoing, even where
28 the original funds taken have grown far greater than the legal rate of interest would recognize.

1 Legal claims for damages are not equally certain as restitution because claims under the UCL entail
2 few elements. In short, significant differences in proof and certainty establish that any potential
3 legal claim cannot serve as an adequate remedy at law.

4 111. Plaintiffs seek all available relief under the UCL.

5 **COUNT VIII**
6 **Violation of New York General Business Laws §§ 349 & 350**

7 112. Plaintiffs hereby incorporate by reference the allegations contained in all preceding
8 paragraphs of this complaint.

9 113. Plaintiff Clark brings this Count individually and on behalf of the members of the
10 New York subclasses against Defendant.

11 114. New York General Business Law §349 prohibits “[d]eceptive acts or practices in the
12 conduct of any business, trade or commerce or in the furnishing of any service[.]”

13 115. Similarly, New York General Business Law §350 prohibits “[f]alse advertising in
14 the conduct of any business, trade or commerce or in the furnishing of any service[.]”

15 116. Defendant intended that Plaintiffs and class members would rely upon its deceptive
16 conduct and false advertising of thread count, and a reasonable person would in fact be misled by
17 this deceptive conduct.

18 117. As a result of the Defendant’s use or employment of unfair or deceptive acts or
19 business practices and false advertising, Plaintiff Clark and members of the New York subclasses
20 have sustained damages in an amount to be proven at trial.

21 118. In addition, Defendant’s conduct showed malice, motive, and the reckless disregard
22 of the truth such that an award of punitive damages is appropriate.

23 119. Plaintiff Clark seeks all available relief under GBL §§ 349 and 350, including but
24 not limited to statutory damages.

25 **PRAAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, seeks
27 judgment against Defendant, as follows:
28

- 1 (a) For an order certifying the Class and the Subclasses under Rule 23 of the Federal Rules
2 of Civil Procedure, naming Plaintiffs as the representative of the Class, Plaintiff Staples
3 and Scott representatives of the California Subclass, Plaintiff Clark representative of the
4 New York Subclass, and Plaintiffs’ attorneys as Class Counsel to represent the Class
5 and Subclass members;
- 6 (b) For an order declaring the Defendant’s conduct violates the statutes referenced herein;
- 7 (c) For an order finding in favor of Plaintiffs, the Class, and the Subclasses on all counts
8 asserted herein;
- 9 (d) For compensatory, statutory, and punitive damages in amounts to be determined by the
10 Court and/or jury;
- 11 (e) For prejudgment interest in all amounts awarded;
- 12 (f) For an order of restitution and all other forms of equitable monetary relief, including
13 non-restitutionary disgorgement;
- 14 (g) For an order awarding Plaintiffs and the Class and Subclasses their reasonable attorney’s
15 fees and expenses and costs of suit.

16 **JURY TRIAL DEMANDED**

17 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of any and
18 all issues in this action so triable of right.

19
20 Dated: January 4, 2024

BURSOR & FISHER, P.A.

21 By: /s/ Joel D. Smith
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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Says Beautyrest, Madison Park Sheets Labeled With 'Inflated' Thread Counts](#)
