

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

| | | |
|--|---|-------------------------------|
| <hr/> | | x |
| Dawn Wolf and Jacob J. Hutman, |) | |
| Individually and On |) | No: |
| Behalf of All Others Similarly Situated, |) | |
| |) | |
| Plaintiff, |) | |
| |) | CLASS ACTION COMPLAINT |
| vs. |) | |
| |) | |
| LNT Acquisition, LLC d/b/a Linens 'n |) | DEMAND FOR JURY TRIAL |
| Things, |) | |
| Defendant. |) | |
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Plaintiffs, Dawn Wolf and Jacob J. Hutman (“Plaintiffs”), by and through their attorneys, on behalf of themselves and all others similarly situated, for their Complaint state as follows:

NATURE OF ACTION

1. This action seeks to remedy the unfair, deceptive, and unlawful business practices of Defendant, LNT Acquisition, LLC d/b/a Linens 'n Things (“Defendant” or “LNT”), with respect to the advertising, marketing and sales of textile products not directly woven from bamboo fibers yet described by Defendant as “Bamboo.”

2. Defendant markets, sells, and distributes textile fiber products online, such as bedding, towels and sheets (collectively “Products”), using a marketing and advertising campaign that is centered around the claim that the Products are made of Bamboo (the “Bamboo Claim(s)”).

3. Textile can be produced from bamboo in one of two ways:

- a. either by directly weaving the actual fibers of the bamboo plant into fabric, often called “mechanically processed bamboo,” or

- b. by deriving other materials, such as rayon or viscose, from the bamboo plant source, typically by means of environmentally toxic chemicals in a process that emits hazardous pollutants into the air. The derivative rayon or viscose fibers produced, which contain no trace of the original plant, are then used to weave fabric.

4. Pursuant to the Federal Trade Commission's guidelines, only textile directly woven from actual bamboo fibers may be accurately described as Bamboo.

5. Pursuant to the Federal Trade Commission's guidelines, textiles woven from materials produced from a bamboo plant source must be identified as "Rayon from Bamboo," "Bamboo Viscose," or a comparable description (at times "Bamboo Derivative").

6. Misrepresenting as Bamboo textiles that were actually woven from other materials merely derived from a bamboo plant source is a deceptive practice.

7. This deceptive practice, *i.e.* advertising textiles produced from Bamboo Derivative as Bamboo, has been the subject of extensive litigation by, and warnings from, the Federal Trade Commission to the industry . . . warnings which LNT has failed to heed.¹

¹ The truth is, most "bamboo" textile products, if not all, really are rayon, which typically is made using environmentally toxic chemicals in a process that emits hazardous pollutants into the air. While different plants, including bamboo, can be used as a source material to create rayon, there's no trace of the original plant in the finished rayon product.

If you make, advertise or sell bamboo-based textiles, the Federal Trade Commission, the nation's consumer protection agency, wants you to know that ***unless a product is made directly with bamboo fiber — often called "mechanically processed bamboo" — it can't be called bamboo.***

See Exhibit 1: "How to Avoid Bamboozling Your Customers," (FTC 2009) also available at: business.ftc.gov/documents/alt172-how-avoid-bamboozling-your-customers. (Emphasis added.)

8. LNT has made, and continues to make, deceptive and misleading Bamboo Claims to consumers, in a pervasive, nationwide, marketing scheme that confuses and misleads consumers about the true nature of its products.

9. Defendant knows that consumers value the benefits of real Bamboo, and advertises the Products with the intention that consumers rely on the online Bamboo Claims and representations.

10. Through a scheme of integrated deceptions Defendant has worked to convey the singular message: its Products are made from natural Bamboo fibers directly woven into fabric.

11. Defendant's Bamboo Claims are deceptive, misleading and have been designed solely to cause consumers to buy the Products.

12. Since at least August 2009, when the FTC issued a Warning Letter to the market, Defendants knew that they were deceiving the public with *per se* violations of mandated disclosure modalities.

13. Plaintiffs and the Class (defined below) were exposed to Defendant's misleading advertising message, which is on Defendant's website, and to which consumers must link in order to make a purchase.

14. Plaintiffs and the Class read and relied upon Defendant's online representations and advertising, namely the Bamboo Claim, when they purchased the product.

15. Plaintiffs and the Class purchased the Products as a result of that message.

16. Plaintiffs and the Class purchased the Products because they wanted the benefits of real Bamboo.

17. By relying on Defendant's representations that the Products were in fact Bamboo, Plaintiffs and the Class have been damaged and suffered an ascertainable loss, namely the purchase price of the Products.

18. Plaintiffs and the Class did not receive the benefit of the bargain, *i.e.* the benefits of Bamboo, when they purchased from LNT the Bamboo Derivative Products, advertised as being Bamboo.

19. This class action seeks to provide redress to consumers who have been harmed by the false and misleading marketing practices Defendant has engaged in with respect to the Products. Plaintiffs assert claims, on behalf of themselves and the Class, for violations of the New Jersey Consumer Fraud Act (N.J.S.A. 56:8-1 et seq.) ("NJCFA"), and for breach of express warranty and unjust enrichment.

20. Through this action, Plaintiffs seek injunctive relief, actual damages, restitution and/or disgorgement of profits, statutory damages, attorneys' fees, costs, and all other relief available to the Class as a result of Defendant's unlawful conduct.

JURISDICTION AND VENUE

21. Claims asserted herein arise under the laws of the State of New Jersey and the Uniform Commercial Code generally.

22. This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because the matter in controversy, upon information and belief, exceeds \$5,000,000, exclusive of interest and costs, and this is a class action in which certain of the Class members and Defendant are citizens of different states.

23. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), because many of the acts and transactions alleged herein occurred in substantial part in this District.

PARTIES

24. Plaintiff Dawn Wolf is a resident of Clifton, New Jersey, Passaic County, and, thus, is a citizen of New Jersey.

25. Plaintiff Dawn Wolf purchased the Bamboo Derivative Products for her personal, family or household use.

26. Plaintiff Jacob J. Hutman is a resident of Lakewood, New Jersey, Ocean County, and, thus, is a citizen of New Jersey.

27. Plaintiff Jacob Hutman purchased the Bamboo Derivative Products for his personal, family or household use.

28. Defendant is a Delaware company with principal offices located at 5 Revere Drive, Suite 206, Northbrook, IL 60062. LNT, therefore, is a citizen of Delaware and Illinois.

29. Defendant deals in goods of the kind sold to Plaintiff and the members of the Class.

30. All of Defendant's actions described in this Complaint are part of, and in furtherance of, the unlawful conduct alleged herein, and were authorized and/or done by Defendant's various officers, agents, employees, or other representatives while actively engaged in the management of Defendant's affairs within the course and scope of their duties and employment, and/or with the actual, apparent, and/or ostensible authority of the Defendant.

LNT'S BUSINESS PRACTICES

31. LNT's primary business plan is to provide online sales in the United States. It sells bedding brands featured on LNT.com. LNT has operated solely online, precluding customers from physically examining products prior to purchase. LNT's business is exclusively consumer oriented.

32. Defendant markets and sells the Products throughout New Jersey and nationwide.

33. In advertisements for Products offered and advertised by Defendant for sale in New Jersey, Defendant publishes various advertising claims concerning the fiber content of such Products. One such fiber purportedly offered by LNT is Bamboo.

34. “Bamboo” or “Bamboo fiber,” connotes to the reasonable consumer a number of qualities, including thin and space-saving, natural and eco-friendly, highly absorbent, mildew resistant, nontoxic, plush and suitable for sensitive skin.

35. Contrary to representations made by LNT, Products marketed and sold by Defendant as Bamboo, including those purchased by Plaintiffs, are Bamboo Derivative fibers such as rayon, at times called viscose (both referred to as “rayon” hereinafter), not actual Bamboo fibers directly woven into fabric.

36. LNT knows its Bamboo Claim to be false and misleading.

LNT’S WEBSITE: TOOL OF DECEPTION

37. LNT uses its website to further its scheme of deception upon unsuspecting consumers.

38. On its website, LNT advertises numerous textile products as being made entirely or in part from Bamboo when, in fact, said products are made not from Bamboo but rather are made from Bamboo Derivatives such as rayon.

39. With respect to the Products that are the subject of this lawsuit, LNT misrepresents that they are made from Bamboo rather than from Bamboo Derivatives such as rayon.

40. With respect to the Products that are the subject of this lawsuit, LNT makes the Bamboo Claim without adequately disclosing the true composition of the Products. By

advertising the Products as Bamboo without providing meaningful disclosure that the products are, in fact, a Bamboo Derivative, LNT deceptively creates the false impression in the consumer's mind that the Products are Bamboo and possess the superior qualities inherent in Bamboo, but which Bamboo Derivatives such as rayon do not possess.

41. LNT intentionally engages in this deception and derives material benefit from this unfair practice.

42. Each Class member has purchased Bamboo Derivative Products online from Defendant and was exposed to and read Defendant's misleading advertising message.

43. Each Class member relied upon Defendant's misleading advertising when purchasing Bamboo Derivative Products from Defendant. Other online retailers do not falsely advertise the composition of Bamboo Derivative product.

44. Each class member has purchased the Bamboo Derivative Products online and was exposed to and read Defendant's misleading advertising message, *i.e.* Bamboo Claim, but did not receive a Product possessing the benefits promised by the advertising claims.

45. The manner in which LNT marketed and advertised the Products is a deceptive sales practice in violation of New Jersey Consumer Fraud Act (N.J.S.A. 56:8-1 et seq.).

**PRIOR FEDERAL TRADE COMMISSION PROCEEDINGS
CONCERNING TEXTILE FIBER PRODUCT MISREPRESENTATIONS**

46. Rayon is the generic name for a type of regenerated or manufactured fiber made from cellulose. Rayon is manufactured by taking purified cellulose from a plant source (including Bamboo), also called a cellulose precursor, and converting it into a viscous solution by dissolving it in one or more chemicals, such as sodium hydroxide. The chemical solution is then forced through spinnerets and into an acidic bath where it solidifies into fibers.

47. Many plant sources may be used as cellulose precursors for rayon fabric, including cotton linters (short cotton fibers), wood pulp, and Bamboo. Regardless of the source of the cellulose used, the manufacturing process involves the use of hazardous chemicals, and the resulting fiber is rayon and not cotton, wood, or Bamboo fiber. *See* 40 C.F.R. Part 63 (“National Emissions Standards for Hazardous Air Pollutants: Cellulose Products Manufacturing”).

48. The Federal Trade Commission has published definitive trade rules, including the following:

“[w]ords, coined words, symbols or depictions, (a) which constitute or imply the name or designation of a fiber which is not present in the product . . . [may] ***not be used in such a manner as to represent or imply that such fiber is present in the product.***” 16 C.F.R. § 303.18. Any term used in advertising, including internet advertising, that constitutes or connotes the name or presence of a textile fiber is deemed to be an implication of fiber content, 16 C.F.R. § 303.40; (emphasis added)

49. In August 2009, the Federal Trade Commission announced three settlements and one administrative action against marketers improperly labeling and advertising rayon textile products as “Bamboo.” In addition to publicly announcing these cases, the Commission issued a Business Alert to remind marketers of the need to label and advertise textile products properly and to clarify that “Bamboo” is not a proper generic fiber name for manufactured rayon textile fibers. The press release announcing the four cases and the Business Alert were disseminated widely throughout the marketplace. *See* Exhibit 1: “How to Avoid Bamboozling Your Customers,” (FTC 2009).

50. The Commission made clear in connection with its statutory enforcement of the FTC Act as to “Bamboo” that:

- a. both manufacturers and sellers of textile fiber products must comply with the Textile Act and the Textile Rules, *see H. Myerson Sons, et al.*, 78

F.T.C. 464 (1971); *Taylor- Friedsam Co., et al.*, 69 F.T.C. 483 (1966);
Transair, Inc., et al., 60 F.T.C. 694 (1962); and

- b. it is an unfair or deceptive act or practice to falsely or deceptively stamp, tag, label, invoice, advertise, or otherwise identify any textile fiber product regarding the name or amount of constituent fibers contained therein, *see Verrazzano Trading Corp., et al.*, 91 F.T.C. 888 (1978); *H. Myerson Sons, et al.*, 78 F.T.C. 464 (1971); *Taylor-Friedsam Co., et al.*, 69 F.T.C. 483 (1966); *Transair, Inc., et al.*, 60 F.T.C. 694 (1962). (emphasis added)

51. The FTC made clear that the trade practice of advertising “rayon from Bamboo” as “Bamboo” is a deceptive act or practice in violation of Section 5(a)(1) of the FTC Act, 15 U.S.C. § 45(a)(1). Exhibit 1.

52. Notwithstanding the foregoing notice and warning to the marketplace, Defendant continued and continues to advertise rayon/viscose textile fiber products as “Bamboo.”

53. Defendant’s use of the word “Bamboo” described above is a deceptive practice, as determined by the courts and the FTC, under Section 5(a)(1) of the FTC Act, 15 U.S.C. § 45(a)(1).

PLAINTIFFS’ FACTS

54. On or about October 14, 2013 Plaintiff Dawn Wolf accessed Defendant’s online site at www.LNT.com to shop for certain family needs, specifically linen. She purchased a sheet set and a towel.

55. On or about October 09, 2013 Plaintiff Jacob J. Hutman accessed Defendant’s online site at www.LNT.com to shop for certain family needs.

56. He purchased a towel advertised as containing 70% bamboo and two pillowcases advertised as containing 100% bamboo.

57. Prior to purchasing the Products at issue, Plaintiffs read and relied upon LNT's online presentations stating:

Super Soft 100% Bamboo Collection

Wrap your self in the softness of the luxurious 100% Cool bamboo duvet covers like those found in royalty homes. You won't be able to go back to cotton covers after trying these 100% bamboo. Amazingly Cool & soft similar to cashmere of [sic] silk. 60% more absorbent than cotton. Sustainable, fast growth rate over 1 meter per day. Requires significantly less pesticides than cotton and is naturally irrigated. **Natural anti-bacterial and deodorizing properties.**

- Extremely comfortable in all temperatures
- **Very environmentally friendly**
- **Perfect for people with allergies and chemical sensitivity.**
- **100% Bamboo**
- **Bamboo is one of the softest fabric in the world, noticeably softer than cotton**

and

BedVoyage Bamboo Towels are the utmost in velvety softness! With a blend of **70% bamboo** and 30% cotton, the towels are incredibly durable, absorbent and amazingly soft to the touch. You will feel so pampered when you wrap this wonderful towel around your body. Available in washcloths, hand towels, bath towels and beach towel.

- Machine Washable
- odor-resistant
- thermal regulating
- moisture wicking

See Exhibit 2. (Emphasis added.)

58. In making their purchases, Plaintiffs relied upon the product descriptions in the advertisements posted on Defendant's website.

59. Plaintiffs would not have made their purchases had they not been subjected to Defendant's false and misleading advertising.

60. After receiving their purchases, however, and upon examining the Products they had purchased, Plaintiffs determined that the Products were not Bamboo, but rather, they were rayon made from Bamboo.

CLASS ACTION ALLEGATIONS

61. Plaintiffs bring this action on behalf of themselves and all other persons similarly situated, pursuant to Rule 23 of the Federal Rules of Civil Procedure.

62. The Class and Sub-Class (collectively "Classes") that Plaintiffs seek to represent are defined as follows:

Nationwide Class:

All persons who, in the United States, within four years of the filing of this Complaint, purchased online from Defendant's website at www.LNT.com any Bamboo Derivative textile product advertised on the website as "Bamboo" and not simultaneously (*i.e.* without the need to access additional information by means of another link or otherwise) described with a proper generic name for the fiber - such as rayon or viscose ("Class").

New Jersey § 56:8 Sub-Class:

All persons who, in the State of New Jersey, on or after September 1, 2009, purchased online from Defendant's website at www.LNT.com any Bamboo Derivative textile product advertised on the website as "Bamboo" and not simultaneously (*i.e.* without the need to access additional information by means of another link or otherwise) described with a proper generic name for the fiber - such as rayon or viscose ("New Jersey Sub-Class").

63. Excluded from the Classes are (a) Defendant, including any entity in which Defendant has a controlling interest, and its representatives, officers, directors, employees, assigns and successors; (b) any person who has suffered personal injury or is alleged to have

suffered personal injury as a result of using the Product; and (c) the Judge to whom this case is assigned.

64. **Numerosity/Impracticability of Joinder:** The members of the Classes are so numerous that joinder of all members would be impracticable. The proposed Classes include, at a minimum, thousands of members. The precise number of Class members can be ascertained by reviewing documents in Defendant's possession, custody and control or otherwise obtained through reasonable means.

65. **Commonality and Predominance:** There are common questions of law and fact which predominate over any questions affecting only individual members of the Classes. These common legal and factual questions, include, but are not limited to the following:

- a. whether LNT engaged in a pattern of fraudulent, deceptive and misleading conduct targeting the public through the marketing, advertising, promotion and/or sale of the Products;
- b. whether LNT's acts and omissions violated New Jersey Consumer Fraud Act (N.J.S.A. 56:8-1 et seq.);
- c. whether LNT's acts and omissions breached express warranties;
- d. whether LNT made material misrepresentations of fact or omitted material facts to Plaintiffs and the Classes regarding the marketing, promotion, advertising and sale of the Products, which material misrepresentations or omissions operated as fraud and deceit upon Plaintiffs and the Classes;
- e. whether LNT's false and misleading statements of fact and concealment of material facts regarding the Products were intended to deceive the public;
- f. whether LNT's acts and omissions deceived Plaintiffs and the Classes;

- g. whether, as a result of LNT's misconduct, Plaintiffs and the Classes are entitled to equitable relief and other relief and, if so, the nature of such relief; and
- h. whether Plaintiffs and the members of the Classes have sustained ascertainable losses and damages as a result of LNT's acts and omissions, and the proper measure thereof.

66. **Typicality**: Plaintiffs' claims are typical of the claims of the members of the Classes they seek to represent. Plaintiffs and all Class members have been injured by the same wrongful practices in which Defendant has engaged. Plaintiffs' claims arise from the same practices and course of conduct that give rise to the claims of the Class members, and are based on the same legal theories.

67. **Adequacy**: Plaintiffs are representative who will fully and adequately assert and protect the interests of the Classes, and have retained Class counsel who are experienced and qualified in prosecuting class actions. Neither Plaintiffs nor their attorneys have any interests which are contrary to or conflicting with the Classes.

68. **Superiority**: A class action is superior to all other available methods for the fair and efficient adjudication of this lawsuit, because individual litigation of the claims of all Class members is economically unfeasible and procedurally impracticable. While the aggregate damages sustained by the Classes are likely in the millions of dollars, the individual damages incurred by each Class member resulting from Defendant's wrongful conduct are too small to warrant the expense of individual suits. The likelihood of individual Class members prosecuting their own separate claims is remote, and, even if every Class member could afford individual litigation, the court system would be unduly burdened by individual litigation of such cases.

Individual members of the Classes do not have a significant interest in individually controlling the prosecution of separate actions, and individualized litigation would also present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all of the parties and to the court system because of multiple trials of the same factual and legal issues. Plaintiffs know of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action. In addition, LNT has acted or refused to act on grounds generally applicable to the Classes and, as such, final injunctive relief or corresponding declaratory relief with regard to the members of the Classes as a whole is appropriate. Plaintiffs will not have any difficulty in managing this litigation as a class action.

FIRST COUNT
VIOLATION OF NEW JERSEY CONSUMER FRAUD ACT
(N.J.S.A. 56:8-1 et seq.)
(On Behalf Of The New Jersey Sub-Class)

69. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

70. LNT's business acts and practices and/or omissions alleged herein constitute deceptive acts or practices under the New Jersey Consumer Fraud Act (N.J.S.A. 56:8-1 et seq.), which were enacted to protect the consuming public from those who engage in unconscionable, deceptive or unfair acts or practices in the conduct of any business, trade or commerce.

71. The practices of LNT, described throughout this Complaint, were specifically directed to consumers and violate the NJCFA for, *inter alia*, one or more of the following reasons:

- a. LNT engaged in deceptive, unfair and unconscionable commercial practices in failing to reveal material facts and information about the Product, which did, or tended to, mislead Plaintiffs and the Classes about facts that could not reasonably be known by them;

- b. LNT failed to reveal facts that were material to the transactions in light of representations of fact made in a positive manner;
- c. LNT caused Plaintiffs and the Classes to suffer a probability of confusion and a misunderstanding of legal rights, obligations and/or remedies by and through its conduct;
- d. LNT failed to reveal material facts to Plaintiffs and Classes with the intent that Plaintiffs and the Class members rely upon the omission;
- e. LNT made material representations and statements of fact to Plaintiffs and the Classes that resulted in Plaintiffs and the Class reasonably believing the represented or suggested state of affairs to be other than what they actually were;
- f. LNT intended that Plaintiffs and the other members of the Classes rely on its misrepresentations and omissions, so that Plaintiffs and other Class members would purchase the Product; and
- g. Under all of the circumstances, LNT's conduct in employing these unfair and deceptive trade practices was malicious, willful, wanton and outrageous such as to shock the conscience of the community and warrant the imposition of punitive damages.

72. LNT's actions impact the public interest because Plaintiffs and members of the Classes were injured in exactly the same way as thousands of others purchasing the Product as a result of and pursuant to LNT's generalized course of deception.

73. By committing the acts alleged in this Complaint, LNT has misled Plaintiffs and the Classes into purchasing the Products, in part or in whole, due to an erroneous belief that the

Products were Bamboo. This is a deceptive business practice that violates New Jersey Consumer Fraud Act (N.J.S.A. 56:8-1 et seq.).

74. LNT's Bamboo Claim misled Plaintiffs and members of the Classes, and is likely in the future to mislead reasonable consumers acting reasonably under the circumstances. Had Plaintiffs and other members of the Classes known of the true facts about the Products' fiber content, they would not have purchased the Products.

75. The foregoing acts, omissions and practices set forth in connection with Defendant's violations of NJCFA (N.J.S.A. 56:8-1 et seq.) proximately caused Plaintiffs and other members of the Classes to suffer actual damages in the form of, *inter alia*, monies spent to purchase the Products, and are entitled to recover such damages, together with equitable and declaratory relief, appropriate damages including punitive damages, attorneys' fees and costs of suit.

**SECOND COUNT
BREACH OF EXPRESS WARRANTY
(On Behalf Of The Nationwide Classes)**

76. Plaintiffs incorporates the allegations set forth above as if fully set forth herein.

77. As an express warrantor, manufacturer and/or merchant, LNT had certain obligations under N.J. Stat. § 12A:2-313 to conform the Products to the express warranties.

78. Plaintiffs, and each member of the Class, formed a contract with LNT at the time they purchased one of the Products. The terms of that contract include the promises and affirmations of fact made by LNT through the advertising and marketing campaign, as alleged above. The Products' advertising which constitutes express warranties, became part of the basis of the bargain, and is part of a standardized contract between Plaintiffs and the members of the Class, on the one hand, and LNT, on the other.

79. All conditions precedent to LNT's liability under the warranty have been performed by Plaintiffs and the Class, except as may have been excused or prevented by the conduct of LNT or by operation of law in light of Defendant's unconscionable conduct described throughout this Complaint.

80. LNT breached the terms of the express warranty by not providing Products that provided the benefits of the fiber content promised.

81. LNT received timely notice in August 2009 regarding the problems at issue in this litigation and, notwithstanding such notice, has failed and refused to comply with FTC disclosure requirements *vis-a-vis* the use of the word "bamboo."

82. As a result of LNT's breach of warranty, Plaintiffs and the Class have been damaged in the amount of the purchase price of the Products.

**THIRD COUNT
UNJUST ENRICHMENT
(On Behalf Of The Nationwide Class)**

83. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

84. It would be inequitable for LNT to be allowed to retain the benefits it obtained from its misrepresentations and false advertising, a deception which LNT was aware of, at the expense of Plaintiffs and members of the Class.

85. Plaintiffs and members of the Class are entitled to recover the monies that were accumulated by LNT from its inequitable conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and the Classes, pray for judgment against Defendant granting the following relief:

- A. An order certifying this case as a class action and appointing Plaintiffs as Class representatives and Plaintiffs' counsel to represent the Classes;
- B. Restitution and disgorgement of all amounts obtained by LNT as a result of its misconduct, together with interest thereon from the date of payment, to the victims of such violations;
- C. All recoverable compensatory and other damages sustained by Plaintiffs and the Classes;
- D. Actual and/or statutory damages for injuries suffered by Plaintiffs and the Classes and in the maximum amount permitted by applicable law;
- E. An order (1) requiring LNT to immediately cease its wrongful conduct as set forth above; (2) enjoining LNT from continuing to misrepresent and conceal material information and conduct business via the unlawful, unfair and deceptive business acts and practices complained of herein; (3) ordering LNT to engage in a corrective advertising campaign; and (4) requiring LNT to pay to Plaintiffs and all members of the Classes the amounts paid for the Product;
- F. Statutory pre-judgment and post-judgment interest on any amounts;
- G. Payment of treble damages pursuant to N.J. Stat. § 56:8-19;
- H. Payment of reasonable attorneys' fees and costs; and
- I. Such other relief as the Court may deem just and proper.

Dated: January 17, 2014

For Plaintiffs,

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CIVIL COVER SHEET

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.)

I. (a) PLAINTIFFS

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

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

DEFENDANTS

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

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

Attorneys (If Known)

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 | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

| CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES | |
|---|--|--|---|---|--|
| <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise | PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice | PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes |
| REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property | CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education | PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement | | | |

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

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

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.Cv.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; **NOTE: 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.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six 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.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

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.
- VI. 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
- VII. 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 actual dollar amount 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.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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

How to Avoid Bamboozling Your Customers

[\[PDF\]](#)

Marketers looking to provide more environmentally friendly choices to consumers may have heard about bamboo, which has been recognized for its ability to grow quickly with little or no need for pesticides. But when it comes to textile products made from bamboo, that's not the whole story.

The truth is, most "bamboo" textile products, if not all, really are rayon, which typically is made using environmentally toxic chemicals in a process that emits hazardous pollutants into the air. While different plants, including bamboo, can be used as a source material to create rayon, there's no trace of the original plant in the finished rayon product.

If you make, advertise or sell bamboo-based textiles, the Federal Trade Commission, the nation's consumer protection agency, wants you to know that unless a product is made directly with bamboo fiber — often called "mechanically processed bamboo" — it can't be called bamboo. Indeed, to advertise or label a product as "bamboo," you need competent and reliable evidence, such as scientific tests and analyses, to show that it's made of actual bamboo fiber. Relying on other people's claims isn't substantiation. The same standard applies to other claims, like a claim that rayon fibers retain natural antimicrobial properties from the bamboo plant.

If you sell clothing, linens, or other textile products, you're responsible for making truthful disclosures about the fiber content. If your product isn't made directly of bamboo fiber — but is a manufactured fiber for which bamboo was the plant source — it should be labeled and advertised using the proper generic name for the fiber, such as rayon, or "rayon made from bamboo."

Any claims you make about your textile products have to be true and cannot be misleading. As the seller, you must have substantiation for each and every claim — express and implied — that you make.

For More Information

For more information on advertising and labeling rayon and other textile products, see [Threading Your Way Through the Labeling Requirements Under the Textile and Wool Acts](#). For guidance on making environmental marketing claims, see [Complying with the Environmental Marketing Guides](#). These and other guides for business are at business.ftc.gov.

The FTC works for the consumer to prevent fraudulent, deceptive, and unfair business practices in the marketplace and to provide information to help consumers spot, stop, and avoid them. To file a [complaint](#) or to get [free information on consumer issues](#), visit ftc.gov or call toll-free, 1-877-FTC-HELP

(1-877-382-4357); TTY: 1-866-653-4261. The FTC enters consumer complaints into the [Consumer Sentinel Network](#), a secure online database and investigative tool used by hundreds of civil and criminal law enforcement agencies in the U.S. and abroad.

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Wrap your self in the softness of the luxurious 100% super soft bamboo sheets like those found in royalty homes. You won't be able with 300 Thread count. Amazingly soft similar to cashmere or silk. 60% more absorbent than cotton. Sustainable, fast growth rate over 1 meter per day. Requires significantly less pesticides than cotton and is naturally irrigated. Natural anti-bacterial and deodorizing properties. Machine wash in cold water. Delicate cycle with mild detergent. No Bleach. Tumble Dry on low heat. Remove immediately at end of cycle. Press with warm iron if needed. Do not Use Hot water

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Full/Queen Duvet Cover Set Includes: One Duvet Cover 90x92" and Two Standard Shams 20x26" Each. **Features**

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Color & Quantity



Queen Size 4-Piece Bamboo Sheet Set

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Queen Sheet Set Includes: 1- Queen Flat sheet 92" x 102" , 1- Queen Fitted 60" x 80" and fits up to 16" mattress, 2- Standard Pillow cases 20" x 32" ea.... [+]Show More

Select Color...

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16.67 per month*
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Save 50%

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King Size 4-Piece Bamboo Sheet Set

Free Shipping

King Sheet Set Includes: 1- King Flat sheet 110" x 102" , 1- King Fitted 78" x 80" and fits up to 18" mattress , 2- King Pillow cases 20" x 40" ea

Features

- Thread Count: 300 To 599
- Sheet Size: King
- Color: Taupe
- Material: Bamboo
- Pattern: Solid
- Style: Traditional

[-]Less

In Stock

Model:100bamb-king-Taupe

Taupe

Quantity

99.99
16.67 per month*
~~199.99~~
Save 50%

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California King Size 4-Piece Bamboo Sheet Set

Free Shipping

Cal-King Sheet Set Includes: 1- Cal-King Flat sheet 110" x 102" , 1- Cal-King Fitted 72" x 84" and fits up to 18" mattress, 2- King Pillow cases 20" x 40" ea... [+]Show More

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pillow cases

Color & Quantity



Standard Pillowcases - Pair

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King Pairs Includes: 2- King Pillow cases 20" x 40" ea

- Color:... [+]Show More

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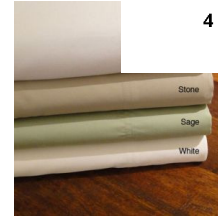
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Ultimate Micro Fiber
Sheet Set
Price: 15.98 to 31.98
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Price: 54.99 to 79.99
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Cotton 600 Thread Count
Sheet Set
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BedVoyage [374707-174]

Luxury Bamboo Bath linens

Free Shipping

Items can not be returned if package is opened

BedVoyage [Bamboo Towels](#) are the utmost in velvety softness! With a blend of 70% bamboo and 30% cotton, the towels are incredibly durable, absorbent and amazingly soft to the touch. You will feel so pampered when you wrap this wonderful towel around your body. Available in washcloths, hand towels, bath towels and beach towel.

- Machine Washable
- odor-resistant
- Thermal regulation

27.00

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Item

Color & Quantity



Bath Towel

Free Shipping

Luxurious bamboo bath towel, incredibly soft and absorbant in white! • silky smooth • highly absorbent

Dimensions: 30" x 54"

BedVoyage will offer a 100% refund within 30 days of any unopened product. Simply contact us at (425)949-8216 for a RA number, return the product to us, and you will receive a refund within 15 days. We also offer a 100% refund on any defective product for 60 Days, simply contact us at (425)949-8216 for a RA number, return the product to us, and you will receive a refund within 15 days.

Features

- Style: Traditional
- Pattern: Solid
- Material: Bamboo
- Color: White
- Towel Size: Bath Towel

[\[-\]Less](#)

Ships in 1 to 3 days

Model:20980321

UPC:859110002585

White

27.00

~~29.99~~

Save 10%

Quantity

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Welspun USA
Regency 100% Egyptian
Cotton Towel Collection
Price: 4.78 to 9.58
~~Compare: 10.00 to 18.00~~
Save up to \$8 (57%)



American Dawn
Diamond 100% Cotton
Towel Collection
Price: 2.70 to 6.38
~~Compare: 2.00 to 8.00~~
Save up to \$1 (27%)



American Dawn
Jumbo 100% Cotton Bath
Towel Collection
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Super Soft Towel
Price: 3.99 to 6.99
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