

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI**

CHRISTINA WILEY, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

RUGSUSA, LLC

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Christina Wiley (“Plaintiff”) brings this action on behalf of herself and all others similarly situated against Defendant RugsUSA, LLC (“RugsUSA” or “Defendant”). Plaintiff makes the following allegations pursuant to the investigation of her counsel and based upon information and belief, except as to allegations specifically pertaining to herself and her counsel, which are based on personal knowledge.

NATURE OF THE ACTION







1. The market for rugs and carpets is highly competitive, with many options for consumers to choose from. Defendant seeks to carve out a larger own share of this market by offering “perpetual sales” that never end and discounted prices through its e-commerce store, touting “thousands of world-inspired rug designs at prices that can’t be beat.”¹

2. It is no secret that consumers actively seek out bargains and discounted items when making purchasing decisions. Retailers, including Defendant, are well aware of consumers’ susceptibility to such perceived bargains. Products perceived by consumers to be discounted, however, are not always actual bargains. In an effort to give off the appearance of a

¹ <https://www.rugsusa.com/>

bargain, Defendant intentionally misleads consumers as to the quality and value of the merchandise available on its website (the “Products”) through its deceptive sales tactics.

3. When consumers visit Defendant’s online store, they are shown purported “sale” prices on nearly all of Defendant’s Products, including new product lines:

  	  
Laken Dried Grass Rug	Kathryn Spaceship Tasseled Kids Rug
<div>\$277 \$125 →</div>	<div>\$168 \$101 →</div>

4. However, Defendant’s products never sell at the purported strikethrough price.

5. It is well established that false “reference pricing” violates state and federal law.

Nonetheless, Defendant employs inflated, fictitious reference prices for the sole purpose of increasing its sales. Defendant engages in this deceptive practice to deceive consumers,

including Plaintiff, into believing they are receiving a bargain on their online purchases to induce them into making a purchase they otherwise would not have made.

6. As a direct and proximate result of Defendant's false and misleading sales practices, Plaintiff and members of the Class, as defined herein, were induced into purchasing the Products under the false premise that they were of a higher grade, quality, or value than they actually were.

7. Plaintiff brings this action on behalf of herself and a proposed class of Missouri residents who purchased products for personal, family, or household use from RugsUSA's Internet website.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A), as amended by the Class Action Fairness Act of 2005 ("CAFA"), because this case is a class action where the aggregate claims of all members of the proposed class are in excess of \$5,000,000.00, exclusive of interest and costs, there are over 100 members of the putative class, and Plaintiff, as well as most members of the proposed class, is a citizen of a state different from Defendant.

9. This Court has personal jurisdiction over the parties because Plaintiff resides in Missouri and submits to the jurisdiction of the Court, and because Defendant has, at all times relevant hereto, systematically and continually conducted business in Missouri, including within this District, and/or intentionally availed itself of the benefits and privileges of the Missouri consumer market through the promotion, marketing, and sale of its products and/or services to residents within this District and throughout Missouri. Additionally, Plaintiff purchased the Products at issue from Defendant while in Missouri.

10. Pursuant to 28 U.S.C. § 1391, this Court is the proper venue for this action because a substantial part of the events, omissions, and acts giving rise to the claims herein occurred in this District. Also, Plaintiff resides in this District and purchased Defendant's Products in this District. Moreover, Defendant systematically conducts business in this District and throughout the State of Missouri, and it distributed, advertised, and sold the Products to Plaintiff and Class Members in this State and District.

PARTIES

11. Plaintiff, Christina Wiley, is an individual consumer who, at all times material hereto, was a citizen and resident of Nixa, Missouri.

12. Ms. Wiley purchased an "Ivory Shaggy Diamond Trellis Rug" ("Plaintiff's Purchased Product") from Defendant's e-commerce store in or around February 2023, which, at the time, showed a strikethrough price of \$440.60, with a purported "sale" price of \$390.60 – representing a 12 percent discount.²

Product		Total
Rugs USA Ivory Shaggy Diamond Trellis Rug - Qty. of 1	FEDEX #: 394775281650	\$390.60
Size: 8' x 11'		
SKU: 200BDFR01A-8011		
Price for each: \$440.60 \$390.60		
		Sub-Total: \$390.60
		Shipping: FREE
		Sales Tax: \$29.20
		Total: \$419.80

13. Before purchasing Plaintiff's Purchased Product, Ms. Wiley reviewed information

² Screenshot from Plaintiff's order confirmation email.

about the Product, including Defendant's representations that the Product was being offered at a discounted "sale" price, including but not limited to that the product was normally sold at "\$440.60" and that the original, non-sale price of the Products was higher than the advertised price. When purchasing the Products, Ms. Wiley also reviewed the accompanying labels, disclosures, warranties, and marketing materials, and understood them as representation and warranties by Defendant that the Products were ordinarily offered at a higher price.

14. Ms. Wiley relied on Defendant's false, misleading, and deceptive representations and warranties about the Products in making her decision to purchase the Products. Accordingly, these representations and warranties were part of the basis of the bargain, in that she would not have purchased the Products, or would not have paid as much for the Products, had she known Defendant's representations were not true. Defendant's representations about its Products are false and misleading because they induce consumers into believing that they are purchasing Products of a higher value and quality than they actually are.

15. Whenever Defendant increases the price of its Products, it simultaneously increases the purported strikethrough price. For example, on July 27, 2023, Plaintiff's Purchased Product showed a strikethrough price of \$979.30, with a purported "sale" price of \$440.60 – representing a 45 percent discount.

16. Had Ms. Wiley known the truth—that the representations she relied upon in making her purchase were false, misleading, and deceptive—she would not have purchased the Products or would have paid less for the Products. Ms. Wiley did not receive the benefit of her bargain, because Defendant's Products were not of the represented quality and value. Ms. Wiley understood that each purchase involved a direct transaction between herself and Defendant, because the Products she purchased came with packaging, labeling, and other materials prepared

by Defendant, including representations and warranties regarding the advertised claims.

17. Defendant's advertised false reference prices and advertised false discounts were material misrepresentations and inducements to Plaintiff's purchases.

18. Plaintiff was harmed as a direct and proximate result of Defendant's acts and omissions.

19. Defendant commits the same unfair and deceptive sales practices for all of its Products.

20. Plaintiff and members of the Class are not receiving the bargain or value that Defendant has misled them to believe.

21. Defendant RugsUSA, LLC, is a Delaware limited liability company with a principal place of business in Cranbury, New Jersey. Defendant manufactures, markets, and advertises and distributes its Products throughout the United States, including Missouri. Defendant manufactured, marketed, and sold the Products during the relevant Class Period. The planning and execution of the advertising, marketing, labeling, packaging, testing, and/or business operations concerning the Products were primarily or exclusively carried out by Defendant.

FACTUAL BACKGROUND

22. Defendant manufactures, markets, sells, and distributes its Products throughout the United States, including Missouri, through its e-commerce store.

State And Federal Pricing Guidelines

23. Federal and state courts have articulated the abuses that flow from false reference pricing practices. For example, the United States Court of Appeals for the Ninth Circuit explained: "Most consumers have, at some point, purchased merchandise that was marketed as

being ‘on sale’ because the proffered discount seemed too good to pass up. Retailers, well aware of consumers’ susceptibility to a bargain, therefore, have an incentive to lie to their customers by falsely claiming that their products have previously sold at a far higher ‘original’ price in order to induce customers to purchase merchandise at a purportedly marked down ‘sale’ price.” *Hinojos v. Kohl’s Corp.*, 718 F.3d 1098, 1101 (9th Cir. 2013).

24. Missouri law prohibits false reference pricing practices such as those perpetrated by Defendant. The Missouri Merchandising Practices Act (“MMPA”) broadly prohibits “any deception, fraud, false pretense, false promise, misrepresentation, unfair practice ... in connection with the sale or advertisement of any merchandise” Mo. Rev. Stat. § 407.020 *et seq.*

25. Defendant’s advertised reference prices and discounts (including its percentage-off and strikethrough pricing) on its website violate Missouri law because Defendant’s advertised reference prices are inflated and fictitious, and its advertised percentage-off and dollars-off discounts are false.

26. The Federal Trade Commission (“FTC”) provides retailers with additional guidance as to permissible and unlawful sales tactics. *See* 16 C.F.R. § 233.

27. The FTC provides the following guidance on former price comparisons:

One of the most commonly used forms of bargain advertising is to offer a reduction from the advertiser’s own former price for an article. If the former price is the actual, bona fide price at which the article was offered to the public on a regular basis for a reasonably substantial period of time, it provides a legitimate basis for the advertising of a price comparison. Where the former price is genuine, the bargain being advertised is a true one. **If, on the other hand, the former price being advertised is not bona fide but fictitious - for example, where an artificial, inflated price was established for the purpose of enabling the subsequent offer of a large reduction - the “bargain” being advertised is a false one; the purchaser is not receiving the unusual value he**

expects. In such a case, the “reduced” price is, in reality, probably just the seller’s regular price.

16 C.F.R. § 233.1(a) (emphasis added).

28. The FTC further provides that “[t]he advertiser should be especially careful [...] that the price is one at which the product was openly and actively offered for sale, for a reasonably substantial period of time, in the recent, regular course of his business, **honestly and in good faith – and, of course, not for the purpose of establishing a fictitious higher price on which a deceptive comparison might be based.**” 16 C.F.R. § 233.1(b) (emphasis added).

29. The FTC also provides retailers with guidance as to retail price comparisons:

Another commonly used form of bargain advertising is to offer goods at prices lower than those being charged by others for the same merchandise in the advertiser’s trade area (the area in which he does business). This may be done either on a temporary or a permanent basis, but in either case **the advertised higher price must be based upon fact, and not be fictitious or misleading.** Whenever an advertiser represents that he is selling below the prices being charged in his area for a particular article, he should be reasonably certain that the higher price he advertises does not appreciably exceed the price at which substantial sales of the article are being made in the area - that is, a sufficient number of sales so that a consumer would consider a reduction from the price to represent a genuine bargain or saving.

16 C.F.R. § 233.2(a) (emphasis added).

30. Essentially, federal and state law provides that sales practices should be offered in good faith and accurately reflect the price at which comparable products are sold in the market.

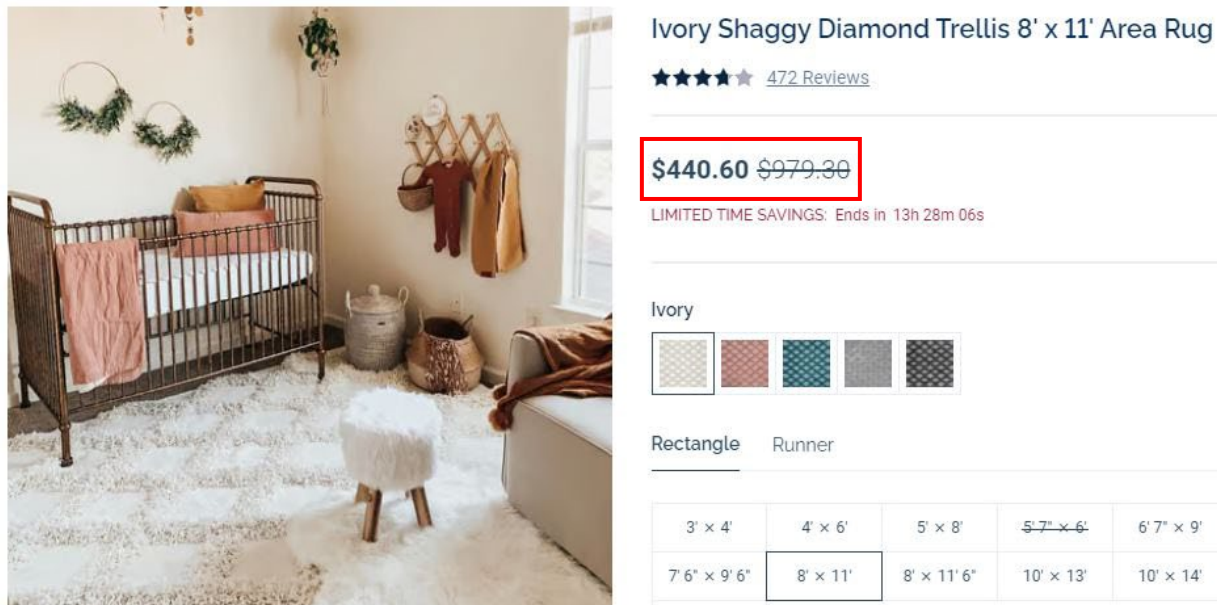
Defendant’s Deceptive Sales Practices

31. Defendant primarily sells its Products through its e-commerce website.

32. In an effort to increase sales, Defendant engages in a pervasive online marketing scheme to artificially inflate the prices of its Products for the sole purpose of marking them at a discounted “sale” price. Defendant is aware that consumers typically lack material information

about a product and often rely on information from sellers when making purchasing decisions, especially when a product's quality or value is difficult to discern.³

33. Defendant deceives consumers through the utilization of a fictitious strikethrough reference price accompanied by a purported lower discounted price, and/or a "Limited Time Savings" sale percentage:



Ivory Shaggy Diamond Trellis 8' x 11' Area Rug

★★★★☆ 472 Reviews

\$440.60 ~~\$979.30~~

LIMITED TIME SAVINGS: Ends in 13h 28m 06s

Ivory

Rectangle Runner

3' x 4'	4' x 6'	5' x 8'	5' 7" x 6'	6' 7" x 9'
7' 6" x 9' 6"	8' x 11'	8' x 11' 6"	10' x 13'	10' x 14'

4

34. Such representations are uniform for all Products listed on Defendant's website.

35. Upon information and belief, the strikethrough reference prices and "% Discount" prices listed by Defendant are purely fictitious prices and not based on comparable sales offerings in the market nor are they the former price at which such Products were originally

³ *Information and Consumer Behavior*, Phillip Nelson, *Journal of Political Economy* 78, no. 2, p. 311-312 (1970) ("Not only do consumers lack full information about the price of goods, but their information is probably even poorer about the quality variation of products simply because the latter information is more difficult to obtain.").

⁴ <https://www.rugsusa.com/rugsusa/rugs/rugs-usa-tree-of-paradise-medallion/Orange/200KKCB22A-53077.html#fullModal>

available for. Instead, this fictitious price is merely offered for the purpose of deceiving consumers into believing they are receiving a bargain for their purchases.

36. In short, Defendant's sales tactics are not offered in good faith and are made for the sole purpose of deceiving and inducing consumers into purchasing products they otherwise would not have purchased.

CLASS ACTION ALLEGATIONS

37. **Class Definition:** Plaintiff brings this action individually and on behalf of a class of similarly situated individuals as a class action pursuant to Rule 23(a) of the Federal Rules of Civil Procedure. The classes Plaintiff seeks to represent are defined as follows (collectively, the "Classes"):

(a) ***Nationwide Class.*** All consumers who purchased the Products during the applicable statute of limitations period (the "Class Period") in the United States.

(b) ***Missouri Subclass.*** All class members who purchased the Products in Missouri.

38. Specifically excluded from the Classes are Defendant and any entities in which Defendant has a controlling interest, Defendant's agents and employees, the judge to whom this action is assigned, members of the judge's staff, and the judge's immediate family.

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

40. ***Numerosity.*** Members of the Classes are so numerous that their individual joinder herein is impracticable. On information and belief, the Missouri Subclass comprises at least thousands of consumers throughout Missouri, and the Nationwide Class comprises at least hundreds of thousands of consumers throughout United States. The precise number of members

of the Classes and their identities are unknown to Plaintiff at this time but may be determined through discovery. Class members may be notified of the pendency of this action by mail and/or publication through the distribution records of Defendant.

41. ***Commonality and Predominance.*** Common questions of law and fact exist as to all Class members and predominate over questions affecting only individual members of the Class and Subclass. Common legal and factual questions include, but are not limited to Whether Defendant is responsible for the conduct alleged herein which was uniformly directed at all consumers who purchased the Products; (b) Whether Defendant's misconduct set forth in this Complaint demonstrates violates the statutes referenced herein; (c) Whether Defendant made false and/or misleading statements concerning the Products that were likely to deceive a reasonable consumer and/or the public; (d) Whether Plaintiff and the Class and Subclass are entitled to injunctive relief; and (e) Whether Plaintiff and the Class and Subclass are entitled to damages under the same causes of action as the other Class Members.

42. ***Typicality.*** Plaintiff is a member of the Classes she seeks to represent. Plaintiff's claims are typical of the claims of each Class Member in that every member of the Class was susceptible to the same deceptive, misleading conduct and purchased the Defendant's Products. Plaintiff is entitled to relief under the same causes of action as the other Class Members.

43. ***Adequacy.*** Plaintiff is an adequate Class representative because her interests do not conflict with the interests of the Class members she seeks to represent; her consumer fraud claims are common to all other members of the Classes and she has a strong interest in vindicating her rights; and she has retained counsel competent and experienced in complex class action litigation and she intends to vigorously prosecute this action. Plaintiff has no interests which conflict with those of the Classes. The Class Members' interests will be fairly and

adequately protected by Plaintiff and her counsel. Defendant has acted in a manner generally applicable to the Classes, making relief appropriate with respect to Plaintiff and the Class Members. The prosecution of separate actions by individual Class Members would create a risk of inconsistent and varying adjudications.

44. ***Superiority.*** A class action is superior to all other available methods for the fair and efficient adjudication of this controversy since individual joinder of all Class members is impracticable. Additionally, the expense and burden of individual litigation would make it difficult or impossible for the individual Class members to redress the wrongs done to them, especially given the costs and risks of litigation as compared to the benefits that may be attained. Even if the Class members could afford individualized litigation, the cost to the court system would be substantial and individual actions would also present the potential for inconsistent or contradictory judgments. By contrast, a class action presents fewer management difficulties and provides the benefit of single adjudication and comprehensive supervision by a single forum.

45. Defendant has acted or failed to act on grounds generally applicable to the Classes, thereby making appropriate final injunctive relief with respect to the proposed Classes as a whole.

46. Without a class action, Defendant will continue a course of action that will result in further damages to Plaintiff and members of the Class and Subclass and will likely retain the benefits of Defendant's wrongdoing.

47. Based on the foregoing allegations, Plaintiff's claims for relief include those set forth below.

COUNT I
Violation of the Missouri Merchandising Practices Act

48. Plaintiff hereby incorporates by reference the allegations contained in all

preceding paragraphs of this complaint.

49. Plaintiff brings this cause of action individually and on behalf of the Missouri Subclass against Defendant.

50. Defendant's actions alleged herein violated, and continue to violate, the Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.010 *et seq.*

51. Defendant is a "person" within the meaning of the MMPA, Missouri Revised Statutes § 407.010(5).

52. The goods purchased from Defendant are "merchandise" within the meaning of the MMPA, Missouri Revised Statutes § 407.010(4).

53. The goods purchased from Defendant are for personal, family or household use.

54. The transactions resulting in purchases of goods from Defendant in Missouri are a "sale" within the meaning of the MMPA, Missouri Revised Statutes § 407.010(6).

55. Defendant's actions alleged herein constituted and continue to constitute, illegal deceptive practice in violation of Mo. Rev. Stat. § 407.020.1 in that they were and are deception, fraud, false pretense, false promise, misrepresentation, unfair practice and/or the concealment, suppression, or omission of material fact in connection with the sale of merchandise in trade or commerce, within the meaning of the MMPA.

56. Defendant's actions alleged herein violated, and continue to violate, the MMPA because they constituted, and continue to constitute, unfair practices as that term is defined in Mo. Code Regs. Tit. 15, § 60-8.020. Specifically, they were and are, *inter alia*, unethical.

57. Plaintiff and members of the Missouri Subclass have suffered ascertainable loss due to the unfair and deceptive practices described in this Count.

58. Plaintiff and members of the Missouri Subclass seek actual damages for all

monies paid in violation of Mo. Rev. Stat. § 407.020.

59. Plaintiff and the members of the Missouri Subclass acted as reasonable consumers would in light of all circumstances.

60. Defendant's unlawful practices would cause a reasonable person to enter into the transaction that resulted in damages.

61. Individual damages stemming from Defendant's unlawful practices can be calculated with a reasonable degree of certainty.

62. Appropriate injunctive relief is necessary to prevent Defendant's MMPA violations from continuing. If Defendant's violations of the MMPA are not stopped by such injunctive relief, Plaintiff and the members of the Missouri Subclass will continue to suffer injury from Defendant's false reference pricing scheme that fraudulently increases demand for consumers. This fraud-on-the-market shifted the demand curve and enabled Defendant to charge higher prices than it otherwise could have charged.

63. The conduct of Defendant was malicious, corrupt, and intentional and/or reckless to a degree sufficient to support an award of punitive damages against Defendant.

64. Due to Defendant's violations of the MMPA, Plaintiff seeks damages, an order enjoining Defendant from the unlawful practices described above, reasonable attorneys' fees and any other relief the Court deems proper under the MMPA.

COUNT II **Unjust Enrichment**

65. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

66. Plaintiff brings this cause of action individually and on behalf of the Classes against Defendant.

67. “Although there are numerous permutations of the elements of the unjust enrichment cause of action in the various states, there are few real differences. In all states, the focus of an unjust enrichment claim is whether the defendant was unjustly enriched. At the core of each state’s law are two fundamental elements – the defendant received a benefit from the plaintiff and it would be inequitable for the defendant to retain that benefit without compensating the plaintiff. The focus of the inquiry is the same in each state.” *In re Mercedes-Benz Tele Aid Contract Litig.*, 257 F.R.D. 46, 58 (D.N.J. Apr. 24, 2009), quoting *Powers v. Lycoming Engines*, 245 F.R.D. 226, 231 (E.D. Pa. 2007).

68. Plaintiff and members of the Class and Missouri Subclass conferred a benefit on Defendant by purchasing the Products and by paying a price premium for them.

69. Defendant has knowledge of such benefits.

70. Defendant has been unjustly enriched in retaining the revenues derived from Class members’ purchases of the Products, which retention under these circumstances is unjust and inequitable because it misrepresents that its Products are on “Sale” at a “% discount” and includes a strikethrough reference price higher than the purported original price of the Products, as described above. These misrepresentations caused injuries to Plaintiff and Class and Subclass Members because they would not have purchased the Products if the true facts regarding the value of the Products were known.

71. Because Defendant’s retention of the non-gratuitous benefit conferred on them by Plaintiff and Class and Subclass Members is unjust and inequitable, Defendant must pay restitution to Plaintiff and the Class and Subclass Members for their unjust enrichment, as ordered by the Court.

COUNT III
Fraud

72. Plaintiff hereby incorporates by reference the allegations contained in all preceding paragraphs of this complaint.

73. Plaintiff brings this cause of action individually and on behalf of the Classes against Defendant.

74. As discussed above, Defendant misrepresented and failed to disclose material facts about its sales practices, including misrepresenting strikethrough reference prices, misrepresenting “% Discounts” for product, and failing to disclose that its “sale” and “discount” prices were the normal prices at which the Products were typically sold, that its strikethrough prices were fictitious, and that these deceptive sales practices operated solely for the purpose of inducing consumers to make purchases they otherwise would not have made.

75. These misrepresentations and omissions made by Defendant, as described above, upon which Plaintiff and members of the Class and Missouri Subclass reasonably and justifiably relied, were intended to and actually did induce Plaintiff and members of the Class and Missouri Subclass to purchase the Products.

76. The fraudulent actions of Defendant caused damage to Plaintiff and members of the Class and Missouri Subclass, who are entitled to damages and other legal and equitable relief as a result.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seeks judgment against Defendant, as follows:

- (a) For an order certifying the proposed Classes under Rule 23 of the Federal Rules of Civil Procedure, naming Plaintiff as representative of the Classes, and naming Plaintiff’s attorneys as Class Counsel to represent the Classes;

- (b) For an order declaring the Defendant's conduct violates the statutes and common laws referenced herein;
- (c) For an order finding in favor of Plaintiff and the Classes and Subclass on all counts asserted herein;
- (d) For actual, compensatory, statutory, and/or punitive damages in amounts to be determined by the Court and/or jury;
- (e) For prejudgment interest on all amounts awarded;
- (f) For an order of restitution and all other forms of equitable monetary relief;
- (g) For injunctive relief as pleaded or as the Court may deem proper; and
- (h) For an order awarding Plaintiff and the Classes their reasonable attorneys' fees and expenses and costs of suit.

DEMAND FOR TRIAL BY JURY

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

Dated: August 11, 2023

Respectfully submitted,

BURSOR & FISHER, P.A.

By: s/ Yitzchak Kopel
Yitzchak Kopel

Yitzchak Kopel
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** Pro Hac Vice Application Forthcoming*

Attorneys for Plaintiff and the Putative Classes

JS 44 (Rev 09/10)

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI****CIVIL COVER SHEET**

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the Western District of Missouri.

The completed cover sheet must be saved as a pdf document and filed as an attachment to the Complaint or Notice of Removal.

Plaintiff(s):**First Listed Plaintiff:**

Christina Wiley ;

1 Citizen of This State;

County of Residence: Christian County**Defendant(s):****First Listed Defendant:**

RugsUSA, LLC ;

5 Incorporated and Principal Place of Business in Another State; New Jersey

County of Residence: Outside This District**County Where Claim For Relief Arose:** Christian County**Plaintiff's Attorney(s):**

Yitzchak Kopel (Christina Wiley)

Bursor & Fisher, P.A.

1330 Avenue of the Americas, Floor 32

New York, New York 10019

Phone: 646-837-7150**Fax:****Email:** ykopel@bursor.com**Defendant's Attorney(s):****Basis of Jurisdiction:** 4. Diversity of Citizenship**Citizenship of Principal Parties (Diversity Cases Only)****Plaintiff:** 1 Citizen of This State**Defendant:** 5 Incorporated and Principal Place of Business in Another State**Origin:** 1. Original Proceeding**Nature of Suit:** 370 Fraud Actions**Cause of Action:** 28 U.S.C. 1332(d)**Requested in Complaint****Class Action:** Class Action Under FRCP23**Monetary Demand (in Thousands):** 5,000**Jury Demand:** Yes**Related Cases:** Is NOT a refiling of a previously dismissed action

Signature: /s/ Yitzchak Kopel

Case 6:23-cv-03250-WBG Document 1-1 Filed 08/11/23 Page 1 of 2

Date: 08/11/2023

If any of this information is incorrect, please close this window and go back to the Civil Cover Sheet Input form to make the correction and generate the updated JS44. Once corrected, print this form, sign and date it, and submit it with your new civil action.

UNITED STATES DISTRICT COURT

for the

Western District of Missouri



CHRISTINA WILEY, individually and on behalf of all
others similarly situated,

Plaintiff(s)

V.

RUGSUSA, LLC

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

RugsUSA, LLC
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Vinodh K. Kanak

Yitzchak Kopel
Bursor & Fisher, P.A.
1330 Avenue of the Americas, Floor 32
New York, NY 10019
ykopel@bursor.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: