

**FITZGERALD MONROE FLYNN PC**

JACK FITZGERALD (SBN 257370)

*jfitzgerald@fmfpc.com*

MELANIE R. MONROE (SBN 275423)

*mmonroe@fmfpc.com*

TREVOR FLYNN (SBN 253362)

*tflynn@fmfpc.com*

ALLISON FERRARO (SBN 351455)

*aferraro@fmfpc.com*

DANIEL E. SACHS (SBN 361027)

*dsachs@fmfpc.com*

2341 Jefferson Street, Suite 200

San Diego, California 92110

Phone: (619) 215-1741

***Counsel for Plaintiff***

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

GRACIE POLLARD, on behalf of herself, all  
others similarly situated, and the general  
public,

Plaintiff,

v.

COMFRT, LLC,

Defendant.

Case No: '25CV3423 AJB JLB

CLASS ACTION

**COMPLAINT**

DEMAND FOR JURY TRIAL

1 Plaintiff GRACIE POLLARD, on behalf of herself, all others similarly situated, and  
2 the general public, by and through her undersigned counsel, hereby sues Defendant  
3 COMFRT, LLC (“Comfrt”), and alleges the following upon her own knowledge, or where  
4 she lacks personal knowledge, upon information and belief, including the investigation of her  
5 counsel.

### 6 **INTRODUCTION**

7 1. Comfrt is an online retailer that mainly markets and sells various “slightly  
8 weighted clothing and accessories” such as hoodies and sweatpants (collectively, the  
9 “Products”) through its website, Comfrt.com, and Instagram shop.

10 2. In advertising the Products, Comfrt regularly employs the deceptive pricing  
11 practice known as false reference pricing, in which it pretends that items are “on sale” from  
12 a “regular,” higher price, so that the consumer believes she is getting a better value, when in  
13 reality, the item has never been sold at the higher price. This practice violates California’s  
14 Unfair Competition Law, (“UCL”), False Advertising Law (“FAL”), and the Consumers  
15 Legal Remedies Act (“CLRA”).

16 3. Plaintiff brings this action seeking to enjoin Comfrt’s unlawful behavior, and to  
17 recover compensation for herself and others similarly aggrieved by Comfrt’s deceptive and  
18 unlawful practices.

### 19 **JURISDICTION & VENUE**

20 4. This Court has original jurisdiction over this action under 28 U.S.C. § 1332(d)(2)  
21 (The Class Action Fairness Act) because the matter in controversy exceeds the sum or value  
22 of \$5,000,000, exclusive of interest and costs, and at least one member of the class of  
23 plaintiffs is a citizen of a State different from Defendant Comfrt.

24 5. The Court has personal jurisdiction over Comfrt because it has purposely availed  
25 itself of the benefits and privileges of conducting business activities within California,  
26 specifically through distributing and selling the Products in California, and because the  
27 transactions giving rise to this action occurred in San Diego County, California.

1 6. Venue is proper pursuant to 28 U.S.C. §§ 1391(b) and (c) because Defendant  
2 resides in (*i.e.*, is subject to personal jurisdiction) this district, and a substantial part of the  
3 events or omissions giving rise to the claims occurred in this district.

4 **PARTIES**

5 7. Plaintiff Gracie Pollard resides in and intends to continue to reside in San Diego  
6 County, California. Accordingly, she is a citizen of the State of California.

7 8. Defendant Comfrt, LLC is a limited liability company registered in Delaware  
8 with its principal place of business in Miami, Florida.

9 **FACTS**

10 **I. COMFRT’S PRICING SCHEME FALSELY REPRESENTS THAT THE**  
11 **PRODUCTS ARE BEING SOLD AT A STEEP DISCOUNT**

12 9. On its website, social media accounts, and through other means of advertising  
13 and selling its Products, Comfrt has engaged in an illegal, misleading, and deceptive practice  
14 known as “false reference pricing” whereby it lists its Products as originally being a  
15 significantly higher price than their current offered price.

16 10. On its website and Instagram shop, Comfrt displays a “reference price”—the  
17 higher price that is “slashed-through” in grey font to the left of the sales price to the right, in  
18 black font, as evidenced in the screen shot below.



1 11. This reference price communicates that the latter price is the “regular price” and  
2 that the lower price is, comparatively, a bargain. Bargains induce buyers to act fast and  
3 purchase quickly, as significant “sales,” such as those displayed by Comfrt, do not last for  
4 long—by law (a maximum of 90 days as per California law). Bus. & Prof. Code § 17501.

5 12. As a clothing retailer that heavily relies on prominent displays of its  
6 “discounted” goods to draw business, Comfrt is undoubtedly “well aware of consumers’  
7 susceptibility to a bargain, [and] therefore ha[s] an incentive to lie to [its] customers.” *See*  
8 *Hinojos v. Kohl’s Corp.*, 718 F.3d 1098, 1101 (9th Cir. 2013). “Misinformation about a  
9 product’s ‘normal’ price is . . . significant to many consumers in the same way a false product  
10 label would be.” *Id.* at 1106.

11 13. Moreover, “[c]onsumers are easily wooed by ‘Compare At’ pricing  
12 advertisements because they believe that they are not only getting a deal, but also a high-  
13 quality item at a wallet-friendly price. When these reference prices are misleading, the  
14 consumer suffers an ‘obvious economic injury as a result of false advertising . . . because the  
15 bargain hunter’s expectations about the product he just purchased is precisely that it has a  
16 higher perceived value and therefore has a higher resale value.’” *Chester v. TJX Cos.*, 2016  
17 WL 4414768, at \*11 (C.D. Cal. Aug 18, 2016) (quoting *Hinojos v. Kohl’s Corp.*, 718 F.3d  
18 1098, 1106 (9th Cir. 2013)).

19 14. The Federal Trade Commission has also highlighted the deceptiveness of false  
20 price referencing:

21 (a) One of the most commonly used forms of bargain advertising is to offer a  
22 reduction from the advertiser’s own former price for an article. If the former price  
23 is the actual, bona fide price at which the article was offered to the public on a  
24 regular basis for a reasonably substantial period of time, it provides a legitimate  
25 basis for the advertising of a price comparison. Where the former price is  
26 genuine, the bargain being advertised is a true one. If, on the other hand, the  
27 former price being advertised is not bona fide but fictitious—for example, where  
28 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.

1 (b) A former price is not necessarily fictitious merely because no sales at the  
2 advertised price were made. The advertiser should be especially careful,  
3 however, in such a case, that the price is one at which the product was openly and  
4 actively offered for sale, for a reasonably substantial period of time, in the recent,  
5 regular course of his business, honestly and in good faith—and, of course, not for  
6 the purpose of establishing a fictitious higher price on which a deceptive  
7 comparison might be based. And the advertiser should scrupulously avoid any  
implication that a former price is a selling, not an asking price (for example, by  
use of such language as, “Formerly sold at \$ \_\_\_\_\_”), unless substantial sales at  
that price were actually made.

8 FTC Guidelines, Title 16, Chapter 1, Subchapter B, Part 233, Section 233.1.

9 15. By law, after listing a Product for sale for 90 days, Comfrt must either: (a) return  
10 the Product to its original price, or (b) continue to sell at the discounted price while disclosing  
11 to consumers the date on which the product was last offered for sale at its alleged former  
12 price. Bus. & Prof. Code § 17501. Comfrt has done neither.

13 16. Comfrt has never offered for sale or intended to sell its Products at the reference  
14 prices displayed in its advertisements. Instead, these reference prices are displayed with the  
15 intent to mislead consumers and induce them into making purchases by creating a false  
16 impression that they are receiving the Products at a substantial discount.

17 17. In sum, the Products’ reference prices are not the “actual, bona fide price[s]”  
18 they purport to be, nor were the Products listed at these prices on a “regular basis,” as they  
19 are required to be. *See* 16 C.F.R. § 233.1(a).

20 18. Comfrt is well aware of the illegality of false reference pricing. Comfrt’s sister,  
21 HBL Beauty & Co. (d/b/a PurelyWhite Deluxe), was sued under this same theory in Illinois  
22 Federal Court.<sup>1</sup> Regardless of this notice and the negative legal consequences PurelyWhite  
23 Deluxe faced for its actions, Comfrt nevertheless decided to continue its course of illegal  
24

25 <sup>1</sup> *See Soto v. HBL Beauty & Co. LLC*, No. 1:24-cv-02479 (N.D. Ill.) Dkt. No. 1, Compl. ¶ 34  
26 (March 27, 2024) (“Defendant’s Product[s] are always on sale, and these sales persist. For  
27 example, Defendant has prominently displayed, since at least August 2020, the Products on  
28 sale for \$49.99 on its website. This sale is designed to induce consumers to purchase its  
Products under the mistaken belief that they are getting a significant bargain because they are  
buying while the sale is going on.”).

1 conduct, deceiving unwitting consumers into purchasing its Products through these false,  
2 misleading, and unlawful representations.

3 **II. PLAINTIFF’S PURCHASE, RELIANCE, AND INJURY**

4 19. On or about September 20, 2024, in reliance on Comfrt’s false and deceptive  
5 advertising, Plaintiff Gracie Pollard purchased a “Travel Essentials Hoodie”, “Travel  
6 Essentials Sweatpants”, and a “Signature Paw Hoodie” from Comfrt.com. Ms. Pollard  
7 purchased the Travel Essentials Hoodie for the seemingly “discounted” price of \$51.00,  
8 which Comfrt displayed next to the slashed-through reference price of \$130.00; the Travel  
9 Essentials Sweatpants for \$28.00, “down” from the reference price of \$70.00, and the  
10 Signature Paw Hoodie for \$28.00, “down” from the reference price of \$50.00.

11 20. When purchasing the Comfrt Products, Ms. Pollard was exposed to, read, and  
12 relied upon Comfrt’s false reference pricing claims that the Products were currently being  
13 sold at a steep discount from their regular price. Based on that representation, she reasonably  
14 believed the Products were of a greater value than they would be without the displayed false  
15 reference price.

16 21. Ms. Pollard is not a sales manager, marketing expert, nor a clothing retailer, but  
17 rather a lay consumer who does not have any specialized knowledge of marketing practices,  
18 deceptive advertising, or pricing.

19 22. Ms. Pollard acted reasonably in relying on the false reference prices listed for  
20 the Products, which Comfrt displayed intending to induce reasonable consumers into  
21 purchasing the Products due to the illusory “bargain” they believed they were receiving.

22 23. Through the misleading price reference scheme described herein, Comfrt was  
23 able to gain a greater share of the online clothing retail market than it would have otherwise.

24 24. Ms. Pollard would not have purchased the Products, or would have been  
25 unwilling to pay the price she did for them, if she had known that she was not receiving the  
26 deep discount promised, and that the Products were being sold in violation of state law.

1 25. Ms. Pollard and other Class Members would not have paid what they did for the  
2 Products if they knew the prices represented to them were false and misleading and that the  
3 Products were not in fact “worth” the false reference price displayed next to the actual price.

4 26. Due to Comfrt’s false price representations, Ms. Pollard and other Class  
5 Members were and are deprived of their benefit of their bargain, and have paid and will pay  
6 a premium for Products they would not have purchased, or would have only been willing to  
7 pay less for absent the false and misleading reference prices complained of herein.

8 27. For these reasons, the Products were worth less than what Ms. Pollard and the  
9 Class paid for them, and Ms. Pollard and the Class lost money because of Comfrt’s deceptive  
10 pricing claims and practices.

11 28. Ms. Pollard continues to be interested in the type of clothing sold by Comfrt,  
12 and would like to continue shopping for products it offers. Unless Comfrt is enjoined from  
13 continuing to use deceptive reference pricing, however, when Ms. Pollard sees sales from  
14 Comfrt in the future, she will have no way of knowing whether the reference price is valid,  
15 absent monitoring the store for 90 days each time before she makes a purchase, an  
16 unreasonable and unrealistic burden that is contrary to the purpose of California’s consumer  
17 protection statutes.

18 **CLASS ACTION ALLEGATIONS**

19 29. While reserving the right to redefine or amend the class definition prior to or as  
20 part of a motion seeking class certification, pursuant to Federal Rule of Civil Procedure 23,  
21 Plaintiff seeks to represent a Class of all persons in California who, at any time during the  
22 four years preceding the date of the filing of this Complaint to the time the Class is notified  
23 (the “Class Period”), purchased from Comfrt.com, or any website redirecting to Comfrt.com,  
24 or from any Comfrt social media store, one or more Products that were discounted from an  
25 advertised reference price.

26 30. The members in the proposed Class are so numerous that individual joinder of  
27 all members is impracticable, and the disposition of the claims of all Class Members in a  
28 single action will provide substantial benefits to the parties and Court.

1 31. Questions of law and fact common to Plaintiff and the Class include:

- 2 a. whether Comfrt used false reference prices to sell its Products;
- 3 b. whether the reference prices used to advertise Comfrt's Products were
- 4 actual, bona fide prices at which the Products were openly and actively offered for sale
- 5 to the public on a regular basis for a reasonably substantial period of time;
- 6 c. whether Comfrt's use of false reference prices to sell its Products was and
- 7 is deceptive;
- 8 d. whether Comfrt's use of false reference prices violated and continues to
- 9 violate California law;
- 10 e. the proper injunctive and other equitable relief;
- 11 f. the proper amount of damages, including punitive damages;
- 12 g. the proper amount of restitution; and
- 13 h. the proper amount of attorneys' fees.

14 32. These common questions of law and fact predominate over questions that affect

15 only individual Class Members.

16 33. Plaintiff's claims are typical of other Class Members' claims because they are

17 based on the same underlying facts, events, and circumstances relating to Comfrt's conduct.

18 Specifically, all Class Members, including Plaintiff, were subjected to the same misleading

19 and deceptive conduct when they purchased the Products and suffered economic injury

20 because the Products were misrepresented through the false reference prices. Absent

21 Comfrt's unfair business practice of deceptively and unlawfully displaying false reference

22 prices, Plaintiff and Class Members would not have purchased the Products at the prices at

23 which they did, if at all. Thus, Plaintiff advances the same claims and legal theories on behalf

24 of herself and all other Class Members, and no defense is available to Comfrt that is unique

25 to Plaintiff.

26 34. Plaintiff will fairly and adequately represent and protect the interests of the

27 Class, has no interests incompatible with the interests of the Class, and has retained counsel

28 competent and experienced in class action litigation.

1 35. Class treatment is superior to other options for resolution of the controversy  
2 because the relief sought for each Class Member is small, such that, absent representative  
3 litigation, it would be infeasible for Class Members to redress the wrongs done to them.

4 36. Comfirt has acted on grounds applicable to the Class, thereby making appropriate  
5 declaratory relief concerning the Class as a whole.

6 37. As a result of the foregoing, class treatment is appropriate under Fed. R. Civ. P.  
7 23(a), and 23(b)(3).

8 **CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**

10 **Violations of the Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.***

11 38. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint  
12 as if set forth in full herein.

13 39. The UCL prohibits any “unlawful, unfair or fraudulent business act or practice.”  
14 Cal. Bus. & Prof. Code § 17200.

15 40. The acts, omissions, misrepresentations, practices, and non-disclosures of  
16 Comfirt as alleged herein constitute business acts and practices.

17 **Fraudulent**

18 41. A statement or practice is fraudulent under the UCL if it is likely to deceive a  
19 significant portion of the public, applying an objective reasonable consumer standard.

20 42. As set forth herein, Comfirt’s claims relating to the Products’ prices are likely to  
21 deceive reasonable consumers and the public.

22 **Unlawful**

23 43. The acts alleged herein are “unlawful” under the UCL in that they violate at least  
24 the following laws:

- 25 • The False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 *et seq.*;
- 26 • The Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*;
- 27 • The Federal Trade Commission Act (“FTCA”), 15 U.S.C. §§ 45(a)(1) & 52(a).
- 28

**Unfair**

1  
2 44. Comfrt’s conduct with respect to the advertising and sale of the Products was  
3 unfair because its conduct was immoral, unethical, unscrupulous, or substantially injurious to  
4 consumers, and the utility of its conduct, if any, did not outweigh the gravity of the harm to  
5 its victims.

6 45. Comfrt’s conduct with respect to the labeling, advertising, and sale of the  
7 Products was and is also unfair because it violates public policy as declared by specific  
8 constitutional, statutory or regulatory provisions, including but not necessarily limited to the  
9 False Advertising Law, the Consumers Legal Remedies Act, and the Federal Trade  
10 Commission Act.

11 46. Comfrt’s conduct with respect to the advertising and sale of the Products was  
12 and is also unfair because the consumer injury was substantial, not outweighed by benefits to  
13 consumers or competition, and not one consumers themselves could reasonably have avoided.  
14 Specifically, the increase in profits obtained by Comfrt through the misleading false reference  
15 pricing does not outweigh the harm to Class Members who were deceived into purchasing  
16 the Products believing they were worth more than they were actually worth, and that they  
17 were buying higher-quality products at a “discount,” when they were not.

18 \* \* \*

19 47. Comfrt profited from the sale of the falsely, deceptively, and unlawfully  
20 advertised Products to unwary consumers.

21 48. Plaintiff and other Class Members have suffered injury in fact as a result of  
22 Comfrt’s conduct.

23 49. Plaintiff and other Class Members are likely to continue to be damaged by  
24 Comfrt’s deceptive trade practices, because Comfrt continues to advertise false reference  
25 price information in its Product advertising. Thus, injunctive relief enjoining Comfrt’s  
26 deceptive practices is necessary and proper.

1 50. In accordance with Bus. & Prof. Code § 17203, Plaintiff seeks an order enjoining  
2 Comfrt from continuing to conduct business through unlawful, unfair, and/or fraudulent acts  
3 and practices.

4 51. Plaintiff also seeks on behalf of the Class an order for the restitution of all monies  
5 from the sale of the Products that were unjustly acquired through acts of unlawful  
6 competition.

7 52. Because Plaintiff’s claims under the “unfair” prong of the UCL sweep more  
8 broadly than her claims under the FAL, CLRA, or UCL’s “fraudulent” prong, Plaintiff’s legal  
9 remedies are inadequate to fully compensate Plaintiff for all of Comfrt’s challenged behavior.

10 **SECOND CAUSE OF ACTION**

11 **Violations of the False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 et seq.**

12 53. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint  
13 as if set forth in full herein.

14 54. The FAL provides that “[i]t is unlawful for any person, firm, corporation or  
15 association, or any employee thereof with intent directly or indirectly to dispose of real or  
16 personal property or to perform services” to disseminate any statement “which is untrue or  
17 misleading, and which is known, or which by the exercise of reasonable care should be  
18 known, to be untrue or misleading.” Cal. Bus. & Prof. Code § 17500.

19 55. Further, the FAL states, “No price shall be advertised as a former price of any  
20 advertised thing, unless the alleged former price was the prevailing [] price . . . within three  
21 months next immediately preceding the publication of the advertisement or unless the date  
22 when the alleged former price did prevail is clearly, exactly and conspicuously stated in the  
23 advertisement.” *Id.* at § 17501.

24 56. As alleged herein, the advertisements, pricing policies, acts, omissions, and  
25 practices of Comfrt relating to the Products’ pricing misled consumers acting reasonably as  
26 to whether the Products were truly “on sale,” and truly worth the listed reference price.

1 57. Plaintiff and other Class Members suffered injury in fact as a result of Comfrt’s  
2 actions as set forth herein because they purchased the Products in reliance on Comfrt’s false  
3 and misleading reference pricing claims.

4 58. Comfrt knew, or reasonably should have known, that advertising the Products  
5 with false reference prices was deceptive.

6 59. Pursuant to Cal. Bus. & Prof. Code § 17535, Ms. Pollard, on behalf of herself  
7 and the Class, seeks an order enjoining Comfrt from continuing to engage in deceptive  
8 business practices, false advertising, and any other act prohibited by law, including those set  
9 forth in this Complaint.

10 60. Plaintiff also seeks on behalf of the Class restitution of all monies from the sale  
11 of the Products that were unjustly acquired through acts of false advertising.

12 61. Because the Court has broad discretion to award restitution under the FAL and  
13 could, when assessing restitution under the FAL, apply a standard different than that applied  
14 to assessing damages under the CLRA, and restitution is not limited to returning to Plaintiff  
15 and other Class Members monies in which they have an interest, but more broadly serves to  
16 deter the offender and others from future violations, the legal remedies available under the  
17 CLRA are more limited than the equitable remedies available under the FAL, and are  
18 therefore inadequate.

19 **THIRD CAUSE OF ACTION**

20 **Violations of the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.***

21 62. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint  
22 as if set forth in full herein.

23 63. The CLRA prohibits deceptive practices in connection with the conduct of a  
24 business that provides goods, property, or services primarily for personal, family, or  
25 household purposes.

26 64. Comfrt’s false and misleading labeling and other policies, acts, and practices  
27 were designed to, and did, induce the purchase and use of the Products for personal, family,  
28

1 or household purposes by Plaintiff and other Class Members, and violated and continues to  
2 violate the following sections of the CLRA:

3 a. § 1770(a)(7): representing that goods are of a particular standard, quality,  
4 or grade if they are of another;

5 b. § 1770(a)(9): advertising goods with intent not to sell them as advertised;

6 c. § 1770(a)(13): making false or misleading statements of fact concerning  
7 reasons for, existence of, or amounts of, price reductions; and

8 d. § 1770(a)(16): representing that the subject of a transaction has been  
9 supplied in accordance with a previous representation when it has not.

10 65. Comfrt profited from the sale of the falsely, deceptively, and unlawfully  
11 advertised Products to unwary consumers.

12 66. Comfrt's wrongful business practices constituted, and constitute, a continuing  
13 course of conduct in violation of the CLRA.

14 67. Comfrt has received notice of its violations of the CLRA, but has failed to  
15 implement remedial measures.

16 68. Plaintiff and the Class have suffered harm and seek an Order enjoining Comfrt's  
17 unlawful and deceptive business practices and attorneys' fees and costs.

18 69. In compliance with Cal. Civ. Code § 1780(d), Plaintiff has filed an affidavit of  
19 venue concurrently herewith.

20 **PRAYER FOR RELIEF**

21 70. Wherefore, Plaintiff, on behalf of herself, all others similarly situated, and the  
22 general public, prays for judgment against Comfrt as to each and every cause of action, and  
23 the following remedies:

24 a. An Order declaring this action to be a proper class action, appointing  
25 Plaintiff as Class Representative, and appointing Plaintiff's undersigned counsel as  
26 Class Counsel;

27 b. An Order requiring Comfrt to bear the cost of Class notice;

1 c. An Order compelling Comfrt to remove all misleading and deceptive  
2 price referencing from Comfrt.com, Comfrt’s social media pages, and all other places  
3 where such deceptive price references are made to customers;

4 d. An Order requiring Comfrt to disgorge all monies, revenues, and profits  
5 obtained by means of any wrongful act or practice;

6 e. An Order requiring Comfrt to pay restitution to restore all funds acquired  
7 by means of any act or practice declared by this Court to be an unlawful, unfair, or  
8 fraudulent business act or practice, or untrue or misleading advertising, plus pre-and  
9 post-judgment interest thereon;

10 f. An Order requiring Comfrt to pay compensatory damages and punitive  
11 damages as permitted by law;

12 g. An award of attorneys’ fees and costs; and

13 h. Any other and further relief that Court deems necessary, just, or proper.

14 **JURY DEMAND**

15 71. Plaintiff hereby demands a trial by jury on all issues so triable.

16  
17 Dated: December 4, 2025

/s/ Melanie R. Monroe

18 **FITZGERALD MONROE FLYNN PC**

19 JACK FITZGERALD

*jfitzgerald@fmfpc.com*

20 MELANIE R. MONROE

*mmonroe@fmfpc.com*

21 TREVOR FLYNN

*tflynn@fmfpc.com*

22 ALLISON FERRARO

*aferraro@fmfpc.com*

23 DANIEL E. SACHS

*dsachs@fmfpc.com*

24 2341 Jefferson Street, Suite 200

25 San Diego, California 92110

26 Phone: (619) 215-1741

27 ***Counsel for Plaintiff***

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
Gracie Pollard on behalf of herself, all others similarly situated, and the general public
(b) County of Residence of First Listed Plaintiff San Diego
(c) Attorneys (Firm Name, Address, and Telephone Number)
Fitzgerald Monroe Flynn PC; 2341 Jefferson St., Ste. 200; San Diego, CA 92110; Phone: (619) 215-1741

DEFENDANTS
Comfrt, LLC
County of Residence of First Listed Defendant Miami-Dade, FL
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
Citizen of This State [X] 1 [ ] 1
Citizen of Another State [ ] 2 [ ] 2
Citizen or Subject of a Foreign Country [ ] 3 [ ] 3
Incorporated or Principal Place of Business In This State [ ] 4 [ ] 4
Incorporated and Principal Place of Business In Another State [ ] 5 [X] 5
Foreign Nation [ ] 6 [ ] 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Contract, Labor, etc.

V. ORIGIN (Place an "X" in One Box Only)
[X] 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 - Transfer
[ ] 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. s. 1332(d)(2) (Class Action Fairness Act)
Brief description of cause:
Violation of California's Unfair Competition Law, False Advertising Law, and Consumers Legal Remedies Act.

VII. REQUESTED IN COMPLAINT:
[X] CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [ ] No

VIII. RELATED CASE(S) IF ANY (See instructions):
JUDGE Hon. Christina A. Snyder DOCKET NUMBER 2:25-cv-10093-CAS-AGR

DATE Dec 4, 2025 SIGNATURE OF ATTORNEY OF RECORD /s/ Melanie R. Monroe

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE