

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

<p>MELISSA WILLIAMS, HELEN COLBY, and STEVEN JEFFREY HOWITT, on behalf of themselves and others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>WHITESTONE HOME FURNISHINGS, LLC, d/b/a SAATVA, 1902 Whitestone Expy, Ste 201, Whitestone, NY 11357,</p> <p style="text-align: center;">Defendant.</p>	<p>Civil Action No. 25-01527-LDH-RMC</p> <p>CONSOLIDATED AMENDED CLASS ACTION COMPLAINT</p> <p><u>DEMAND FOR JURY TRIAL</u></p>
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PREAMBLE

Plaintiffs Melissa Williams, Helen Colby, and Steven Jeffrey Howitt (“Plaintiffs”) bring this class action complaint against Defendant Whitestone Home Furnishings, LLC d/b/a Saatva (“Saatva” or “Defendant”) on behalf of themselves and others similarly situated, arising from the materially misleading and deceptive marketing representations made by Defendant concerning its adult mattress products (the “Products”). The Products were represented as being sustainably made, free from any harmful substances, and having environmental benefits, despite being made with materials that are associated with health and environmental concerns. This lawsuit seeks to hold Defendant accountable for its violations of state consumer protection laws, plus breaches of express warranty and unjust enrichment.

INTRODUCTION

1. Saatva manufactures and sells mattresses, furniture, bedding, and bath products for adults, children, and pets, both in stores and online, to consumers across the United States.

2. Saatva markets the Products to consumers as “nontoxic,” “safe,” “natural,” “eco-friendly,” and “chemical-free” (the “Representations”).

3. Saatva’s primary selling point is that its mattresses are not only luxurious while affordable, but are “eco-friendly,” and that the materials it uses are nontoxic and produced through a sustainable manufacturing process. As Saatva states on its website, “[a]s a pioneer in the direct-to-consumer mattress industry, being ‘green’ isn’t just a buzzword here at Saatva. It was built into our business model from day one.”¹

4. Saatva’s representations concerning the eco-friendly nature of its mattresses and the materials with which they are made were specifically directed at convincing reasonable consumers to rely upon Saatva’s representations that its mattresses have far reaching environmental benefits that are actually good for the environment and the planet and that they do not contain toxic chemicals—claims that it cannot substantiate. In fact, Saatva specifically says in its blog that “[a]ll of our mattresses are made with materials that are eco-friendly and nontoxic, meaning they’re good for the planet *and* your health.”²

5. Saatva further states that “[s]ustainability is at the heart of what” Saatva does, and that it is committed to bringing customers “sleep products that are good for the environment (and your health) by using eco-friendly, nontoxic materials and maintaining sustainable manufacturing processes.”³

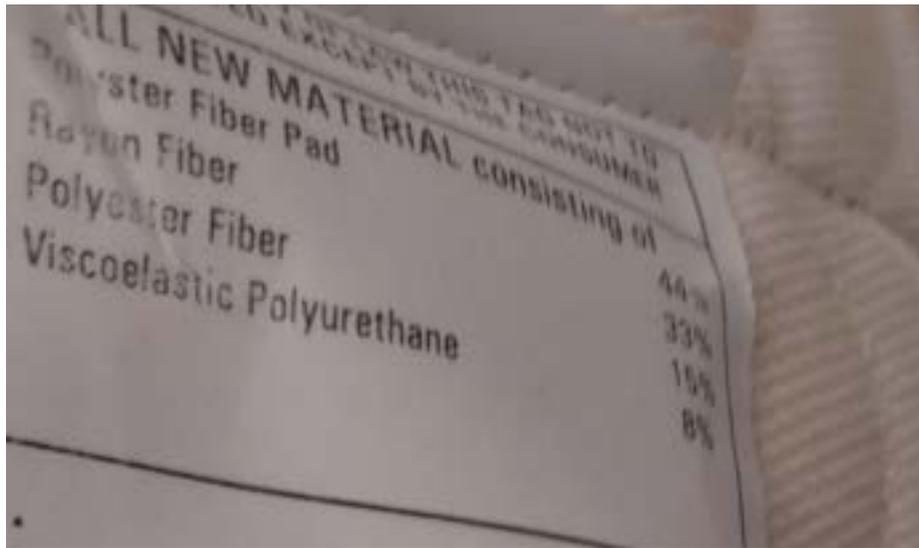
¹ *Green Initiatives*, Saatva, <https://www.saatva.com/green-initiatives> (last visited Aug. 25, 2025).

² Christina Heiser, *9 Ways Saatva Supports the Environment*, Saatva (Aug. 29, 2023) <https://staging2.blog.saatva.com/saatva-supports-environment-earth-day/> (emphasis in original).

³ *Id.*

6. Saatva also uses third-party “certifications” to provide the misleading impression that it is a wholly sustainable company and to further assure consumers that the Products are safe and environmentally sound.

7. Despite these representations, Saatva’s mattresses are made with Polyester Fiber, Viscoelastic Polyurethane, and Rayon Fiber (the “Materials”)—materials containing chemicals that are not environmental or non-toxic, as noted in the labels below



8. Due to health and environmental concerns associated with these Materials, consumers would not expect them to be in the Products marketed with the Representations, and such materials and mattresses manufactured with such Materials do not conform to the Representations made.

9. Saatva's false, misleading, and deceptive misrepresentations were directed at inducing, and did induce, Plaintiffs and Class Members to reasonably rely on these misrepresentations and omissions of material fact, to purchase the Products, and/or to pay a premium for them which they would not have paid had they known the truth.

JURISDICTION AND VENUE

10. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332(d)(2). The proposed class contains over 100 members, the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and costs; and at least one member of the Class and the Defendant are citizens of different states.

11. The Court may exercise personal jurisdiction over Defendant because the injuries, damages, and/or harm upon which this action is based, occurred or arose out of activities engaged in by Defendant within, affecting, and emanating from, the State of New York. Defendant regularly conducts and/or solicits business, maintains its principal place of business, engages in other persistent courses of conduct, and/or derives substantial revenue from products provided to persons in the State of New York. Defendant has engaged, and continues to engage, in substantial and continuous business practices in the State of New York.

12. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in the State of New York, including within this District, where Defendant is headquartered.

13. Plaintiff Williams, a New Jersey resident, consents to this District's jurisdiction.

14. Plaintiff Colby, a Florida resident, consents to this District's jurisdiction.

15. Plaintiff Howitt, a New York resident, consents to this District's jurisdiction.

PARTIES

16. Plaintiff Williams is a resident of Easthampton, New Jersey, who purchased a queen-sized Saatva mattress around August 31, 2024.

17. Plaintiff Colby is a resident of Miami, Florida, who purchased a queen-sized Saatva mattress around August 5, 2021.

18. Plaintiff Howitt is a resident of New York, New York, who purchased a Saatva queen-sized mattress in Saatva's showroom in New York City around August 4, 2024.

19. Plaintiffs saw the Representations and reasonably believed that the Products would be organic, chemical free, plastic free, and overall, were made with safe and sustainable components.

20. Plaintiffs paid a price premium for the Products that, due to relying on the Representations, they reasonably believed were made with organic, chemical free, and plastic free materials, and overall, were made with safe and sustainable components.

21. Upon discovering that the Products' Materials did not match or conform to the Representations, Plaintiff Williams gave Defendant notice of her claims via a letter dated January 23, 2025.

22. Upon discovering that Products' Materials did not match the Representations, Plaintiff Colby gave Defendant notice of her claims via a letter dated December 10, 2024.

23. Defendant Saatva is incorporated in Delaware and has a principal place of business in New York.

24. At all times, Saatva sold the Products nationwide and directed the Representations at consumers while knowing the truth about the Products' Materials.

FACTUAL ALLEGATIONS

I. Saatva Represented That Its Products Are “Nontoxic,” “Safe,” “Natural,” “Eco-friendly,” and “Chemical-free” to Consumers.

25. Defendant engages in “greenwashing,” a marketing practice in which companies make false, misleading, or unsubstantiated environmental claims to create the appearance of environmental responsibility.

26. Saatva promotes its Products as environmentally friendly, sustainable, and beneficial to consumer health, yet relies on materials and manufacturing processes, such as the use of polyurethane foam, that cause long-term environmental harm and are inconsistent with its stated values.

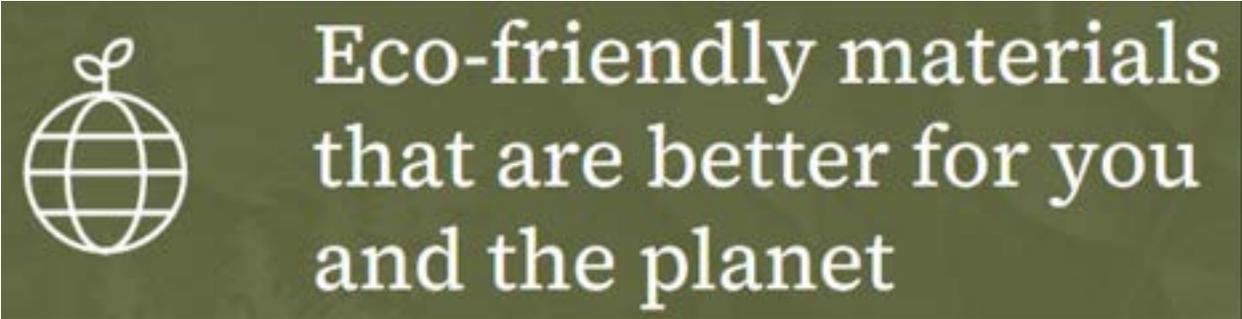
27. These broad, unqualified environmental claims are material to reasonable consumers, especially those seeking to make environmentally conscious purchasing decisions.

28. In its website, blogs and hard copy brochure, Saatva consistently represents that consumers can “[s]hop eco-friendly mattresses at Saatva”, explaining that “[a]ll of our mattresses are made with materials that are eco-friendly and nontoxic, meaning they’re good for the planet *and* your health.”⁴

29. On its website, as seen in the image below, for instance, Saatva states that the Products contain “[e]co-friendly materials that are better for you and the planet.”⁵

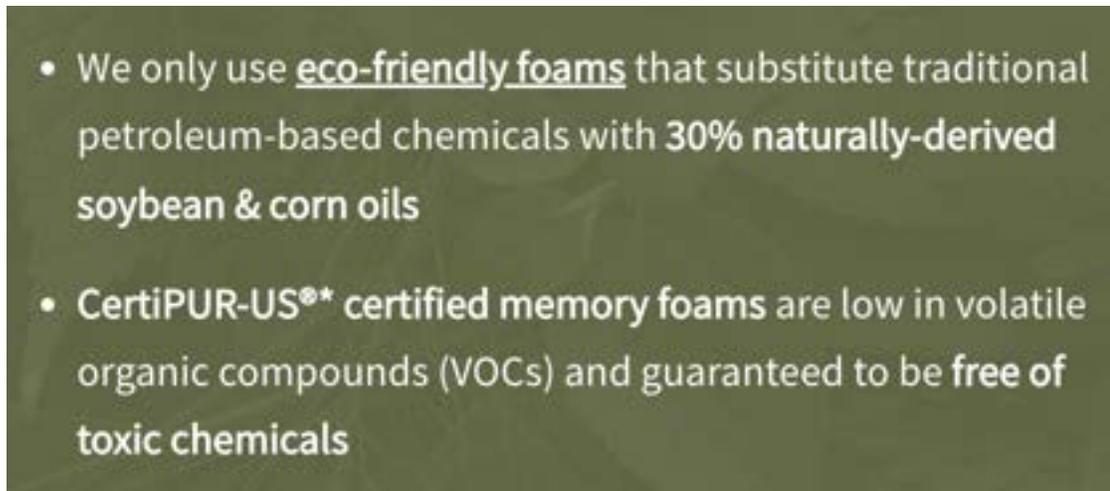
⁴ Heiser, *supra* note 2 (emphasis in original).

⁵ *Green Initiatives*, *supra* note 1.



30. Saatva also warrants that it “only use[s] eco-friendly foams that substitute traditional petroleum-based chemicals with 30% naturally-derived soybean & corn oils.”⁶

31. Saatva states that its “memory foams” are certified by CertiPUR-US, which means that they “are low in volatile organic compounds (VOCs) and guaranteed to be free of toxic chemicals.”⁷



32. In a blog post, Saatva says that it “use[s] eco-friendly materials like organic cotton, recycled steel coils, eco-friendly memory foam, 100% natural latex, and natural thistle flame retardant. What’s more, our mattresses will never off-gas in your home.”⁸

⁶ *Green Initiatives*, Saatva, <https://www.saatva.com/green-initiatives> [<https://web.archive.org/web/20250328061031/https://www.saatva.com/green-initiatives>] (archived Mar. 28, 2025).

⁷ *Id.*

⁸ Mark Sheridan, *How Saatva Got Its Name*, Saatva (July 7, 2023), <https://www.saatva.com/blog/what-does-saatva-mean/>.

33. In another blog post, Saatva states that “sustainability is at the heart of what” Saatva does, and that it is committed to bringing customers “sleep products that are good for the environment (and your health) by using eco-friendly, nontoxic materials and maintaining sustainable manufacturing processes.”⁹

34. Saatva’s blog, which was intended to induce consumers into purchasing its Products, further stated in that “[a]ll of our mattresses are made with materials that are eco-friendly and nontoxic, meaning they’re good for the planet *and* your health.”¹⁰

35. Additionally, Saatva promises: “We do not use any harmful chemicals or sprays in any of our mattresses.”¹¹

36. In fact, Saatva represents that “[e]very Saatva [] mattress” is made with “[e]co-conscious materials,” including “[e]co-conscious foams.”¹²

37. Saatva states in its “Green Initiatives” section of its website that it only “uses eco-friendly foams that substitute petroleum-based chemicals with 30% naturally derived soybean and corn oils”, and that its CertiPUR-US certified memory foams are “guaranteed to be free of toxic chemicals.”¹³

38. In its website article entitled, *How Saatva Got its Name*, Saatva repeats that “[w]e use eco-friendly materials like . . . eco-friendly memory foam” and that its mattresses “will never off-gas in your home.”¹⁴ It further repeats this statement again in its discussion of its mattresses, such as the classic, stating that every Saatva mattress contains “eco-conscious materials,”

⁹ Heiser, *supra* note 2.

¹⁰ *Id.* (emphasis in original).

¹¹ *Mattresses*, Saatva, <https://www.saatva.com/mattresses> (last visited Aug. 25, 2025) (*see* Frequently asked questions: What flame retardants do Saatva mattresses use?).

¹² *See, e.g., Saatva Classic Mattress*, Saatva, <https://www.saatva.com/mattresses/saatva-classic> (last visited Aug. 8, 2025) (*see* Specifications: Eco-conscious materials).

¹³ *Green Initiatives* (archived Mar. 28, 2025), *supra* note 7.

¹⁴ Sheridan, *supra* note 9.

including “[e]co-conscious foams that are CertiPUR-US® certified to meet their rigorous standards for emissions, content and durability.”¹⁵

39. In fact, Saatva specifically says that [a]ll of our mattresses are made with materials that are eco-friendly and nontoxic, meaning they’re good for the planet *and* your health.”¹⁶

40. Saatva states in its hard copy brochure, that it uses “eco-friendly” materials, and “eco friendly foams.”

41. These representations are repeated in Saatva’s online advertising, which states that “[s]ustainability is at the heart of what” Saatva does, and that it is committed to bringing customers “sleep products that are good for the environment (and your health) by using eco-friendly, nontoxic materials and maintaining sustainable manufacturing processes.”¹⁷

42. Saatva further advertises its Products as “GREENGUARD® Gold* & eco-INSTITUT®* certified,” which according to Saatva means that the Products “meet the highest standards for low chemical emissions, helping to reduce indoor air pollutants and the risk of daily exposure to potentially harmful substances like VOCs.”¹⁸

¹⁵ *Saatva Classic Mattress*, *supra* note 13 (see Specifications: Eco-conscious materials).

¹⁶ Heiser, *supra* note 2.

¹⁷ *Id.*

¹⁸ *Green Initiatives*, *supra* note 1.

• Our **GREENGUARD® Gold*** & **eco-INSTITUT®*** certified latex mattresses meet the highest standards for low chemical emissions, helping to reduce indoor pollutants and the risk of daily exposure to potentially harmful substances like VOCs

43. Saatva also advertises other third-party certifications, such as “GOTS®* certified organic & OEKO-TEX® Standard 100* certified bedding,” which is purportedly “free of potentially harmful chemicals.”¹⁹

44. Saatva also claims that all components used in the Products are “eco-conscious,” including “GOLS* organic-certified natural latex.”²⁰

45. By making reference to these certifications, Saatva intended to induce and did induce consumers to believe its Representations are consistent with these various certifications.²¹



46. Neither Saatva’s website nor its printed brochures provide consumers with a clear breakdown of the chemical composition of its mattresses. In fact, a consumer typically is not informed of the chemical content of his mattress until it is delivered, when such information appears on the law label affixed to the mattress. Nonetheless, Saatva’s marketing repeatedly

¹⁹ *Id.*

²⁰ *Id.*

²¹ *Id.*

emphasizes eco-friendly, nontoxic, and health-conscious messaging, which conveys to a reasonable consumer that its adult mattresses are largely free of petrochemicals and other synthetic substances that may harm the environment or human health.

47. Consequently, a reasonable consumer would be led to believe that the adult mattresses were made from natural, environmentally friendly materials, and that they do not contain petroleum-based or synthetic materials, much less materials that actually harm the environment.

48. It is only after a Product is purchased and delivered—and the consumer has access to the mattress tag—that a reasonable consumer would discover that an adult Saatva mattress contains synthetic, petrochemical-based materials, including polyurethane foam, cotton-polyester blends, rayon fiber used as a flame retardant, and gel-infused viscoelastic foam, among other components.

49. By engaging in greenwashing, Saatva misleads consumers into paying a premium for products that do not have the environmental qualities promised.

II. The Materials That Make Up the Products Do Not Conform to the Representations.

50. Saatva mattress tags list the Materials, which include: Polyester Fiber, Viscoelastic Polyurethane, Polyurethane Foam, Cotton Polyester Padding, and Rayon Fiber. *See, e.g., supra* ¶ 7.

51. A reasonable consumer would not know/understand what Polyester Fiber, Viscoelastic Polyurethane, Polyurethane Foam, Cotton Polyester, and Rayon Fiber are, and would thus assume that these Materials conform to the Representations. In any event, labels disclosing those materials were not available to the average consumer, who would not have seen any disclosure of those materials until after they purchased and received the Product at home.

52. In actuality, these Materials have health and environmental concerns that would not be expected given the Representations.

53. Polyester is a petroleum-derived, plastic-based synthetic fiber,²² despite Saatva's promise to "substitute traditional petroleum-based chemicals." *See supra* ¶ 30.

54. "Producing plastic-based fibers for textiles uses an estimated 342 million barrels of oil every year" and "the energy required to produce polyester...and the greenhouse gas emitted...make it a high-impact process."²³

55. Also, "[d]uring production, facilities producing polyester without treating wastewater have a high probability of causing environmental damage through the release of heavy metals, and toxic chemicals," plus, "[i]t has been estimated that around half a million tons of plastic microfibers are shed into the oceans annually during the washing of plastic-based textiles such as polyester."²⁴

56. Given these environmental issues, polyester is not "natural" nor "eco-friendly."

57. Polyester products also tend to be contaminated with antimony,²⁵ a toxic heavy metal associated with eye, heart, lung, and liver problems.²⁶

58. Thus, polyester is not "nontoxic" or "safe."

59. Viscoelastic Polyurethane is a type of memory foam or a more specific name for a certain blend of Polyurethane.²⁷

²² *Fiber Guide: Polyester*, Council of Fashion Designers of Am., <https://cfda.com/resources/materials-hub/article/fiber-guide-polyester/> (last visited Aug. 25, 2025).

²³ *Id.*

²⁴ *Id.*

²⁵ Marc Biver, et al., *Antimony release from polyester textiles by artificial sweat solutions: A call for a standardized procedure*, 119 *Regul. Toxicol. Pharmacol.*, at 1 (2021), <https://doi.org/10.1016/j.yrtph.2020.104824>.

²⁶ *Antimony - ToxFAQs*, Agency for Toxic Substances and Disease Registry (Oct. 2019), <https://www.atsdr.cdc.gov/toxfaqs/tfacts23.pdf>.

²⁷ *What is Visco Elastic Foam? Facts (Pros & Cons)*, LA Mattress (July 31, 2023), <https://mattressstoreslosangeles.com/blogs/mattress-buying-guide/what-is-visco-elastic-foam>.

60. Viscoelastic Polyurethane is also a petroleum-derived synthetic foam²⁸ that contains approximately 10% added chemicals—some of which are carcinogenic.²⁹

61. Polyurethane foam itself can also contain volatile organic compounds, which “can easily enter our air, where they can irritate eyes, nose, and throat, harm the liver, kidneys, and central nervous system and contribute to cancer.”³⁰

62. Polyurethane manufacturing has also “been shown to harm the lungs of production workers.”³¹

63. Further, polyurethane foam is neither sustainable nor readily recyclable due to the use of highly reactive and toxic isocyanates in its manufacturing process. According to industry and academic studies—including *How Sustainable Are Polyurethane Foams?*—approximately 30% of all polyurethane foam is sent to landfills. Polyurethane foam is not biodegradable, and its persistence poses a significant environmental burden. Only about one-third of polyurethane foam is recovered through recycling, which itself is complex and energy-intensive.³²

64. The primary environmental “benefit” attributed to polyurethane foam is its durability—meaning it is replaced less often than other foams—not that it is biodegradable or safe to produce. Nonetheless, Saatva fails to disclose these material facts, instead conveying to the reasonable consumer that its products are environmentally sound, when in fact they are made from materials with significant environmental and toxicological concerns.

²⁸ Grzegorz Węgrzyk, et al., *Viscoelastic Polyurethane Foam Biocomposites with Enhanced Flame Retardancy*, 16 *Polymers* 3189 (2024), <https://doi.org/10.3390/polym16223189>.

²⁹ *The Mattress Still Matters*, Clean + Healthy (July 26, 2020), at 12, <https://static1.squarespace.com/static/62f48f662276bf51c7402708/t/6307bf42ba54d21e2cf8ab12/1661453108231/CLEAN-AND-HEALTHY-The-Mattress-Still-Matters>.

³⁰ *Id.* at 11.

³¹ *Id.* at 12.

³² *How Sustainable Are Polyurethane Foams?*, AZOBuild (May 23, 2023), <https://www.azobuild.com/article.aspx?ArticleID=8610>.

65. Thus, Viscoelastic Polyurethane is not “nontoxic,” “safe,” “natural,” “eco-friendly,” or “chemical-free,” nor is Viscoelastic Polyurethane being “substitute[d]” despite being a “petroleum-based” chemical. *See supra* ¶ 30.

66. The gel infused viscoelastic foam found in Saatva’s mattresses are not green and generally involves chemical processes and significant energy for production which can contribute to environmental concerns. It is not biodegradable.

67. Finally, Rayon, while naturally derived, is a semi-synthetic fiber linked to deforestation,³³ and is therefore not “eco-friendly.”

68. Additionally, the chemical processing behind rayon production includes a “solvent” called “carbon disulfide,” which is “a toxic chemical that is a known human reproductive hazard,” “endanger[s] factory workers,” and “pollute[s] the environment via air emissions and wastewater.”³⁴ “The recovery of this solvent in most viscose factories is around 50%, which means that the other half goes into the environment.”³⁵

69. A report states that one rayon factory “had bars on its windows due to the prevalence of workers trying to jump to their deaths. Reproductive harm has also been shown in both men and women exposed to carbon disulfide. One study even showed increase in spontaneous abortions in female workers at a rayon factory.”³⁶

70. Paul Blanc, author of *Fake Silk: The Lethal History of Viscose Rayon*, has stated that omitting “the fact that you can’t make [rayon] without this toxic chemical [is] ‘greenwashing’ of the most diabolical sort.”³⁷

³³ Zach Fitzner, *Deforestation for fashion: The cost of rayon*, Earth.com (June 20, 2018), <https://www.earth.com/news/deforestation-fashion-rayon/>.

³⁴ *Id.*

³⁵ *Id.*

³⁶ *Id.*

³⁷ *Id.*

71. All in all, none of the Materials that make up the Products are “nontoxic,” “safe,” “natural,” “eco-friendly,” or “chemical-free.”

III. The Representations Materially Mislead Plaintiffs and Consumers.

72. Saatva’s Representations that its Products are “nontoxic,” “safe,” “natural,” “eco-friendly,” and “chemical-free” are false and, therefore, inherently misleading to Plaintiffs and consumers, who care about safe and sustainable products for their families and communities. These materially false statements or omissions of material fact provide misleading information, which were intended to and did lead Plaintiffs and consumers to buy the Products based on the incorrect information, and/or to pay price premiums for these Products reasonably believing that they were nontoxic and eco-friendly, among other things

73. Reasonable consumers, including Plaintiffs, relying upon Saatva’s representations emphasizing that the Products are “nontoxic,” “safe,” “natural,” “eco-friendly,” and “chemical-free” would not expect the Products to contain unsafe, unnatural, and unsustainable Materials.

74. Saatva’s representations and omissions of material fact concerning the eco-friendly nature of its mattresses and the materials with which they are made, were specifically directed at convincing reasonable consumers, including Plaintiffs, that their mattresses have far reaching environmental benefits that are actually good for the environment and the planet—claims that it cannot substantiate. Consumers, including Plaintiffs, for example, believe “natural” means that a product is “healthy, safe, and better for the environment.”³⁸

75. Regarding environmental claims, the Federal Trade Commission (“FTC”) has released “Green Guides” that “caution marketers not to make unqualified general environmental

³⁸ Lu Ann Williams, *Consumers Associate Natural, Organic with Clean Label*, Prepared Foods (June 14, 2022), <https://www.preparedfoods.com/articles/127006-consumers-associate-natural-organic-with-clean-label>.

benefit claims because ‘it is highly unlikely that marketers can substantiate all reasonable interpretations of these claims.’”³⁹

76. Consumers cannot discover the true nature of the Products from reading Saatva’s websites or marketing content. Ordinary consumers lack the scientific knowledge needed to understand the Materials listed on the mattress tag, nor were those tags available for review on Saatva’s website or even in its brick-and-mortar stores.

77. Reasonable consumers, therefore, must, and do, rely on the Representations on Saatva’s website concerning the Products.

78. Nothing about the packaging or the websites would alert a reasonable consumer to the truth about the Materials in the Products.

79. In addition, Saatva violates the advertising rules promulgated by CertiPUR-US that specifically prohibit manufacturers from advertising its foam as “non-toxic” or “eco-friendly,” even if certified by CertiPUR-US.⁴⁰ Moreover, Saatva fails to disclose that CertiPUR-US is an entity initiated by the polyfoam manufacturers⁴¹—the very entities to which it provides guidance and certifications. This omission gives a reasonable consumer the false impression that CertiPUR-US® is an independent, third-party certifier. Such a representation, without disclosure of its industry affiliation, violates FTC Green Guides, 16 C.F.R. § 260.6(e), which require disclosure of material connections between certifiers and marketers when they may influence consumer perception.

³⁹ 16 C.F.R. § 260.4(b) (2012). Relatedly, the CPPA states that “when construing the term ‘unfair or deceptive trade practice,’” deference should be given to “interpretation by the [FTC].” *See* D.C. Code § 28-3901(d).

⁴⁰ *Program Rules*, CertiPur-US, <https://certipur.us/for-manufacturers-retailers/program-rules/> (last visited Aug. 25, 2025).

⁴¹ *History*, CertiPur-US, <https://certipur.us/history/> (last visited Aug. 8, 2025).

80. In omitting material information and making false representations about the Products, Saatva intentionally deceives Plaintiffs and consumers into purchasing the Products.

81. Saatva intentionally makes these material misleading representations in marketing the Products. Saatva also knows how the Products are sourced and produced. Saatva thus knows, knew, or should have known, the facts demonstrating that the Products were falsely represented to Plaintiffs and consumers. Plaintiffs and consumers, however, had no way of knowing or determining the truth about the Products.

82. Saatva is aware of the consumer market trend towards safer and environmentally safe Products. In making the false, misleading, and deceptive representations and omissions at issue, Saatva knew and intended that Plaintiffs and consumers would rely upon these omissions of material fact or misrepresentations in choosing to buy the Products and/or would pay more for goods represented to be “nontoxic,” “safe,” “natural,” “eco-friendly,” and “chemical-free,” furthering Saatva’s private interest of increasing sales of the Products and decreasing the sales of its competitors’ mattresses that are truthfully marketed.

83. Consumers are at risk of real, immediate, and ongoing harm if the Products continue to be sold with the misleading representations and omissions.

IV. Plaintiffs and Class Members Were Damaged by Saatva’s Misrepresentations and Deception

84. Saatva’s advertisements were false, misleading, and designed to induce Plaintiffs and Class members to purchase its mattresses. As a result of these misrepresentations—particularly those concerning the mattresses’ purported eco-friendly, safe, non-toxic, and natural qualities—Plaintiffs and Class members were deceived into purchasing Saatva mattresses, and did so at prices higher than they would have paid had the true nature of the products been disclosed.

85. Plaintiffs and Class members reasonably relied on Saatva's material misrepresentations and omissions, believing they were purchasing mattresses that were genuinely eco-friendly, safe, non-toxic, and natural, and thereby suffered injury as a result of that reliance.

86. Each of the Plaintiffs reviewed certain of Defendant's material misrepresentations and/or representations that omitted material information prior to making their purchase of the Products.

87. Plaintiff Howitt, for instance, specifically reviewed the Saatva hard copy brochure and the representations online regarding the eco-friendly nature of the Products.

88. Plaintiffs and Class members paid a price premium based on Saatva's claims, which were central to their purchasing decisions and formed a substantial basis of the bargain.

89. Given that Saatva manufactures its own mattresses, it knew or should have known that its marketing claims concerning the mattresses' environmental safety and material composition were false, misleading, and grossly exaggerated. Saatva also knew or should have known that its representations about the natural, safe, and non-toxic nature of its mattresses and foams were inaccurate and, in some cases, violated the advertising guidelines of the CertiPUR-US® certification program.

90. Saatva further knew or should have known that certain certifications it promoted to bolster its eco-friendly marketing claims were misleading.

91. Defendant's actions—including its false and deceptive advertising—were directed at Plaintiffs and consumers and constituted an express warranty that the mattresses purchased conformed to Saatva's representations. These Representations became part of the basis of the bargain and formed part of the express contractual agreement between Saatva and Plaintiffs and Class members.

92. As a consequence, Plaintiffs and Class Members sustained ascertainable and quantifiable damages to be determined at trial.

CLASS ALLEGATIONS

93. Plaintiffs bring this action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of themselves and all other similarly situated individuals within the United States (the “Class”), defined as follows: all consumers who purchased the Products within the United States during the applicable statute of limitations period (the “Class Period”) and until the date of class certification.

94. Included in the Class, to the extent necessary, is a subclass of all persons who purchased the Products (as defined herein) in New Jersey during the Class Period (the “New Jersey Subclass”).

95. Included in the Class, to the extent necessary, is a subclass of all persons who purchased the Products (as defined herein) in Florida during the Class Period (the “Florida Subclass”).

96. Included in the Class, to the extent necessary, is a subclass of all persons who purchased the Products (as defined herein) in New York during the Class Period (the “New York Subclass”).

97. Excluded from the Class are (1) Defendant, any entity or division in which Defendant has a controlling interest, and Defendant’s legal representatives, officers, directors, members, assigns, and successors; and (2) the judge to whom this case is assigned and the judge’s staff.

98. There are substantial questions of law and fact common to all members of the Class, which will predominate over any individual issues. These common questions of law and fact include, without limitation:

- (a) Whether Defendant is responsible for the marketing at issue;
- (b) Whether the marketing of the Products was unfair, misleading, false, deceptive, fraudulent, and/or unlawful;
- (c) Whether the sale of the Products was unlawful, unfair, misleading, false, deceptive, fraudulent, and/or unlawful;
- (d) Whether Defendant violated its express warranty;
- (e) Whether Defendant was unjustly enriched; and
- (f) Whether Defendant's conduct as set forth above injured Plaintiffs and Class members.

99. Plaintiffs' claims are typical of the claims of the Class. Plaintiffs are members of a well-defined class of similarly situated persons, and the members of the Class were similarly affected by Saatva's conduct and are owed the same relief, as alleged in this Complaint.

100. The precise number of the Class members and their identities are unknown to Plaintiffs at this time but may be determined through discovery.

101. Plaintiffs will fairly and adequately protect the interests of the Class and have no interests that are antagonistic to the claims of the Class. Plaintiffs will vigorously pursue the claims of the Class and the Subclasses.

102. Plaintiffs have retained counsel who are competent and experienced in consumer protection litigation, including class actions relating to false advertising. Plaintiffs' counsel has successfully represented plaintiffs in complex class actions and currently represents plaintiffs in similar complex class action lawsuits involving false advertising.

103. A class action provides a fair and efficient method, if not the only method, for adjudicating this controversy. The substantive claims of Plaintiffs and the Class are nearly identical and will require evidentiary proof of the same kind and application of the same laws. There is no plain, speedy, or adequate remedy other than by maintenance of this class action.

104. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because Class members number in the thousands and individual joinder is impracticable. The expense and burden of individual litigation would make it impracticable or impossible for proposed Class members to prosecute their claims individually, and the disposition of this case as part of a single class action will benefit the parties and reduce the aggregate judicial resources that would be spent if this matter were handled as hundreds or thousands of separate lawsuits. Trial of Plaintiffs' and the Class members' claims together is manageable.

105. No member of the Class has a substantial interest in individually controlling the prosecution of a separate action.

106. The prerequisites to maintaining a class action for equitable relief are met. Defendant intentionally targets consumers to purchase the Products; Defendant markets, sells, and allows the sale of the Products nationwide; Defendant makes Representations about the Products despite knowing that the Materials that make up the Products have health and environmental concerns; Defendant designed the Products; and Defendant oversees the manufacturing and distribution of the Products. The Products, as designed and distributed by Defendant, are still in circulation, the Representations are live and continue to pose a risk of harm to consumers, and Defendant has a continuing responsibility to mitigate or prevent that harm. Defendant continues to benefit from sales, including ongoing brand advertising and visibility,

licensing fees and royalties, residual profits from inventory sales, and continued distribution and sale of the Products. Defendant is, therefore, responsible for how the Products are marketed, labeled, and represented to consumers and is responsible for ensuring issues with the Products are addressed, including misleading representations and omissions, safety concerns, and regulatory compliance, regardless of when or how the Product is sold. Defendant, therefore, has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final equitable and monetary relief with respect to the Class as a whole.

107. The prosecution of separate actions by members of the Class would create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for Saatva. Additionally, individual actions could be dispositive of the interests of the Class even where certain Class members are not parties to such actions.

108. Defendant's conduct is generally applicable to the Class as a whole, and Plaintiffs seek, *inter alia*, equitable remedies with respect to the Class as a whole. As such, Saatva's systematic policies and practices make declaratory relief appropriate with respect to the Class as a whole.

109. Defendant's improper consumer-oriented conduct is misleading in a material way in that the marketing, *inter alia*, induced Plaintiff Williams, New Jersey Subclass members, Plaintiff Colby, Florida Subclass members, Plaintiff Howitt, New York Subclass members, and all Class members to purchase and/or to pay the requested price for the Products, and caused them to continue buying the Products, when they otherwise would not have purchased the Products, would not be continuing to buy the Products, or would not be paying the requested premium price.

110. Defendant made the misleading statements, representations and omissions of material fact willfully, wantonly, and with reckless disregard for the truth and with the intention

that Plaintiffs and Class Members would reasonably rely on these statements and material omissions to their detriment and to Defendant's benefit

111. Plaintiff Williams, New Jersey Subclass members, Plaintiff Colby, Florida Subclass members, Plaintiff Howitt, New York Subclass members, and the Class members have been injured by their purchase of the Products, which they otherwise would not have purchased and would not be continuing to buy, which were worth less than what they bargained and/or paid for, which they paid the requested price premium for, and which they selected over other products that may have been truthfully marketed.

112. Saatva's advertising induced Plaintiff Williams, New Jersey Subclass members, Plaintiff Colby, Florida Subclass members, Plaintiff Howitt, New York Subclass members, and all the Class members to purchase the Products, to buy more of them and continue buying them, and/or to pay the price requested.

113. As a direct and proximate result of Defendant's violation of law, Plaintiff Williams, New Jersey Subclass members, Plaintiff Colby, Florida Subclass members, Plaintiff Howitt, New York Subclass members, and all Class members paid for falsely advertised Products and, as such, have suffered damages in an amount to be determined at trial.

114. Injunctive relief is also appropriate in this case because Plaintiff Williams, New Jersey Subclass members, Plaintiff Colby, Florida Subclass members, Plaintiff Howitt, New York Subclass members, and other Class members have through Defendant's conduct purchased the falsely advertised Products. Plaintiffs and other Class members have a strong interest in having full disclosure regarding the Products. Plaintiffs and other Class members wish to be able to purchase the Products when the need for a new mattress arises again. Because future harm is likely at the hands of Defendant, injunctive relief is appropriate in this case.

115. Plaintiffs know of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance of a class action.

CAUSES OF ACTION

COUNT I

**Violation of the New Jersey Consumer Fraud Act, N.J. Stat. § 56:8-1 *et seq*
(On behalf of Plaintiff Williams and the New Jersey Subclass)**

116. Plaintiff Williams realleges and incorporates herein by reference all preceding paragraphs of this Complaint as though set forth and at length herein.

117. Defendant engaged in deceptive acts or practices in the conduct of its business by misrepresenting and omitting material facts about the Products.

118. As a result, Plaintiff Williams and New Jersey Subclass Members suffered damages, including the premium paid for the Products.

119. The Products are considered “merchandise” within the meaning of N.J. Stat. § 56:8-1(c).

120. Plaintiff Williams and the other New Jersey Subclass members are “persons” within the meaning of N.J. Stat. § 56:8-1(d).

121. The New Jersey Consumer Fraud Act prohibits “deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission in connection with the sale or advertisement of any merchandise.” N.J. Stat. § 56:8-2.

122. Defendant violated the New Jersey Consumer Fraud Act by making the Representations regarding the Products, despite the presence of the Materials in the Products. Not only are the Representations material to consumers, but reasonable consumers would not expect the Materials to be unsafe and unsustainable substances.

123. As a result of Defendant's deceptive practices, Plaintiff Williams and the New Jersey Subclass members suffered an ascertainable and quantifiable economic injury because they would not have purchased (or paid a premium for) the Products had they known the Products had been misrepresented as described above.

124. Plaintiff Williams and the other New Jersey Subclass members demand judgment pursuant to N.J. Stat. § 56:8-19 against Defendant for treble damages and other statutory remedies made available under the New Jersey Consumer Fraud Act.

125. Through its conduct, Defendant has violated, and continues to violate, the New Jersey Consumer Fraud Act, which makes deception, fraud, false promise, and/or misrepresentation of goods unlawful. As a direct and proximate cause of Defendant's violation of the New Jersey Consumer Fraud Act, as described above, Plaintiff Williams and the other New Jersey Subclass members have suffered damages.

COUNT II
Violation of Florida's Deceptive and Unfair Trade Practices Act
Fla. Stat. §§ 501.201-213
(On Behalf of Plaintiff Colby and The Florida Subclass)

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

127. Plaintiff Colby brings this claim individually and on behalf of the members of the proposed Florida Subclass against Defendant.

128. Plaintiff Colby brings this claim under the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA").

129. The FDUTPA renders unlawful unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce. Fla. Stat. § 501.204.

130. Among other purposes, FDUTPA is intended “[t]o protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.” Fla. Stat. § 501.202(2).

131. While FDUTPA does not define “deceptive,” or “unfair,” Florida courts have looked to the Federal Trade Commission’s interpretations for guidance. “[D]eception occurs if there is a representation, omission, or practice that is likely to mislead the consumer acting reasonably in the circumstances, to the consumer’s detriment.” *Lombardo v. Johnson & Johnson Consumer Companies, Inc.*, 124 F. Supp. 3d 1283, 1287 (S.D. Fla. 2015) (internal quotations and citations omitted). Courts define a “deceptive trade practice” as any act or practice that has the tendency or capacity to deceive consumers. *Fed. Trade Comm’n v. Partners in Health Care Ass’n, Inc.*, 189 F. Supp. 3d 1356, 1367 (S.D. Fla. 2016) (internal quotations and citations omitted). Courts define an “unfair trade practice” as any act or practice that “offends established public policy and one that is immoral, unethical, oppressive, unscrupulous or substantially injures to consumers.” *Kenneth F. Hackett & Assocs., Inc. v. GE Capital Info. Tech. Sols., Inc.*, 744 F. Supp. 2d 1305, 1312 (S.D. Fla. 2010) (internal quotations and citations omitted).

132. Defendant engaged in a deceptive act and/or unfair trade practice by marketing the Products with the Representations despite manufacturing the Products with the Materials, which contradict the Representations.

133. Defendant intended that Plaintiff Colby and the Florida Subclass would rely upon its deceptive Representations, and a reasonable person would in fact be misled by this deceptive conduct, as a reasonable consumer is not expected to know the science behind the Products’ Materials.

134. Plaintiff Colby and the members of the Florida Subclass have been damaged by Defendant's conduct alleged herein because they would not have purchased the Products but for Defendant's unfair and/or deceptive trade practice.

135. Therefore, Plaintiff Colby and members of the Florida Subclass have suffered injury in fact, including the full price of the Products purchased.

136. By committing the acts alleged above, Defendant engaged in unconscionable, deceptive, unfair acts or practices, and unfair competition within the meaning of FDUTPA.

137. Defendant's conduct is substantially injurious to consumers. Consumers are purchasing Products, without knowledge that the Representations are false. This conduct has caused, and continues to cause, substantial injury to consumers because consumers would not have purchased the Products but for Defendant's false labeling, advertising, and promotion. Thus, Plaintiff Colby and members of the Florida Subclass have been "aggrieved" (i.e., lost money) as required for FDUTPA standing, and such an injury is not outweighed by any countervailing benefits to consumers or competition.

138. Indeed, no benefit to consumers or competition results from Defendant's conduct. Since consumers reasonably rely on the Representations that Saatva's Products will conform to those Representations, consumers could not have reasonably avoided such injury.

139. Further, Defendant's conduct is ongoing and continuing, such that prospective injunctive relief is necessary.

140. As a result of the Defendant's use or employment of unfair or deceptive acts or business practices, Plaintiff Colby and the members of the Florida Subclass have sustained damages in an amount to be proven at trial.

COUNT III
Violations of the New York General Business Law § 349
(On Behalf of Plaintiff Howitt and the New York Subclass)

109. Plaintiff Howitt realleges and incorporates herein by reference all preceding paragraphs of this Complaint as though set forth and at length herein.

110. The acts of Defendant, as described above, and each of them, constitute unlawful, deceptive, and fraudulent business acts and practices.

111. Defendant engaged in a deceptive act and/or unfair trade practice by marketing the Products with the Representations despite manufacturing the Products with the Materials, which contradict the Representations.

112. Defendant made the misleading statements, omissions of material fact, representations, and advertisements willfully, wantonly, and with reckless disregard for the truth.

113. Defendant has violated section 349 of the New York General Business Law (“NYGBL”), which makes deceptive acts and practices unlawful. As a direct and proximate result of Defendant’s violation of section 349, Plaintiff Howitt and other members of the New York Subclass have suffered damages in an amount to be determined at trial.

114. By reason of the foregoing, Plaintiff Howitt and the New York Subclass members are entitled to (1) actual damages and/or statutory damages; (2) punitive damages; and (3) reasonable attorneys’ fees, pursuant to NYGBL § 349(h).

COUNT IV
Violations of the New York General Business Law § 350
(On Behalf of Plaintiff Howitt and the New York Subclass)

115. Plaintiff Howitt realleges and incorporates herein by reference all preceding paragraphs of this Complaint as though set forth and at length herein.

116. The acts of Defendant, as described above, and each of them, constitute false

advertising in that each is misleading in material respects as described *supra*.

117. New York General Business Law section 350 provides: “False advertising in the conduct of any business, trade or commerce or in the furnishing of any service in this state is hereby declared unlawful.”

118. NYGBL section 350-a defines “false advertising,” in relevant part, as “advertising, including labeling, of a commodity . . . if such advertising is misleading in a material respect.”

119. Defendant made the false statements willfully, wantonly, and with reckless disregard for the truth.

120. Plaintiff Howitt and the New York Subclass members have been injured by their purchase of the Product. As a direct and proximate result of Defendant’s violation of section 350, Plaintiff Howitt and other members of the New York Subclass have suffered damages in an amount to be determined at trial.

121. Accordingly, Plaintiff Howitt, on behalf of himself and all other members of the New York Subclass, seeks compensatory damages, punitive damages, and restitution of any ill-gotten gains due to Defendant’s acts and practices.

COUNT V
Violation of State Consumer Protection Statutes
(on Behalf of Plaintiffs and All Class Members)

122. Plaintiffs reallege and incorporate herein by reference all preceding paragraphs of this Complaint as though set forth and at length herein.

123. Defendant’s unfair, false, misleading, and fraudulent practices in marketing the Products, as alleged herein, violate each of the following state consumer protection statutes to the extent that Defendant’s Products have been marketed in, and purchased by Class members in, the

respective states: Ala. Code § 8-19-5(27); Alaska Stat. § 45.50.471(a); Ariz. Rev. Stat. § 44-1522; Ark. Code § 4-88-107(a), (a)(10); Cal. Civ. Code § 1750, Cal. Bus. & Prof. Code §§ 17200, 17500, 17580.5; Colo. Rev. Stat. §§ 6-1-105 (e), (g); Conn. Gen. Stat. § 42-110b(a); Del. Code Ann. tit. 6, § 2513(a); Fla. Stat. Ann. § 501.204; Ga. Code § 10-1-393(a); Haw. Rev. Stat. § 480-2(a), (d); Idaho Code § 48-603(17); 815 Ill. Comp. Stat. Ann. § 505/2; Ind. Code § 24-5-0.5-3(a); Iowa Code § 714H.3(1); Kan. Stat. § 50-626(a); Ky. Rev. Stat. § 367.170; La. Rev. Stat. Ann. § 51:1405(A); Me. Rev. Stat. Ann. tit. 5 § 207; Md. Code Comm. Law § 13-301(1), (3); § 13-303; Mass. Gen. Laws Ch. 93A, § 2(a); Mich. Comp. Laws Ann. § 445.903(1)(s), (bb), (cc); Minn. Stat. § 325F.69(1); Miss. Code § 75-24-5(2)(e),(g); Mo. Rev. Stat. § 407.020(1); Mont. Code § 30-14-103; Neb. Rev. Stat. § 59-1602; Nev. Rev. Stat. § 598.0915(15); N.H. Rev. Stat. § 358-A:2; N.J. Stat. Ann. § 56:8-2; N.M. Stat. Ann. §§ 57-12-2(D), 57-12-3; N.Y. Gen. Bus. Law §§ 349, 350; N.C. Gen. Stat. § 75-1.1(a); N.D. Century Code §§ 51-15-02, 51-15-02.3; Ohio Rev. Code § 1345.02; Okla. Stat. Ann. tit. 15, §§ 753, 752(13); Or. Rev. Stat. § 646.608(1); 73 Pa. Stat. § 201-2(4); R.I. Gen. Laws §§ 6-13.1-1(6)(xii), (xiii), (xiv), 6-13.1-2; S.C. Code § 39-5-20(a); S.D. Codified Laws § 37-24-6(1); Tenn. Code § 47-18-104(a); Tex. Bus. & Com. Code § 17.46(b)(2),(3),(5),(7),(24); Utah Code Ann. § 13-11-4(1); Vt. Stat. Ann. tit. 9, § 2453(a); Va. Code Ann. § 59.1-200(A)(14); Wash. Rev. Code § 19.86.020; W. Va. Code §§ 46A-6-102(7); Wis. Stat. Ann. § 100.18(1); Wyo. Stat. Ann. § 40-12-105(a)(xv).

124. Defendant made the misleading statements and representations willfully, wantonly, and with reckless disregard for the truth.

125. Plaintiffs and all other Class members have been injured by their purchase of the Products.

126. As a direct and proximate result of Defendant's violation of consumer protection law, Plaintiffs and all other Class members have suffered damages in an amount to be determined at trial.

127. On December 10, 2024, and January 23, 2025, pre-suit letters were sent to Defendant via electronic mail that provided notice of Defendant's violations of state consumer protection statutes and demanded that Defendant correct, repair, replace, or otherwise rectify the unlawful, unfair, false, and/or deceptive practices complained of herein. The letters also stated that if Defendant refused to do so, a complaint seeking damages would be filed. Counsel for Defendant and Plaintiffs met and conferred on the pre-suit letter. Accordingly, Plaintiffs, on behalf of themselves and all other members of the Class, seek compensatory damages, punitive damages, and restitution of any ill-gotten gains due to Defendant's acts and practices, according to the availability of relief under the applicable statutes.

COUNT VI
Breach of Express Warranty
(on Behalf of Plaintiffs and All Class Members)

128. Plaintiffs reallege and reincorporate by reference all paragraphs alleged above.

129. Plaintiffs bring this claim individually and on behalf of all Class Members.

130. Defendant provided Plaintiffs and other members of the Class with written, express warranties that the Products conformed with the Representations through Defendant's website and/or hard copy brochures, which are easily accessible to any consumer. *See supra* § I.

131. These affirmations of fact or promise by Defendant related to the goods and became part of the basis of the bargain.

132. Plaintiffs and members of the Class purchased the Products believing them to conform to the express warranties.

133. Defendant breached these warranties, resulting in damages to Plaintiffs and other Class members, who bought Defendant's Products but did not receive the goods as warranted.

134. As a proximate result of the breach of warranties by Defendant, Plaintiffs and the other Class members did not receive the goods as warranted. Moreover, had Plaintiffs and the Class members known the true facts, they would not have purchased Defendant's Products, or would have purchased the Products on different terms, and/or at a different price.

135. Notice of these breaches of warranty was provided to Defendant on December 10, 2024, and January 23, 2025, as described *supra*, which is incorporated here by reference as if fully set forth herein.

136. Plaintiffs and the members of the Class, therefore, have been injured and have suffered damages in an amount to be proven at trial.

COUNT VII
Unjust Enrichment
(on Behalf of Plaintiffs and All Class Members)

137. Plaintiffs reallege and reincorporate by reference all paragraphs alleged above.

138. Plaintiffs bring this claim individually and on behalf of the Class.

139. To the extent required by law, this cause of action is alleged in the alternative to legal claims, as permitted under Fed. R. Civ. P. 8.

140. Plaintiffs and the Class member conferred benefits on Defendant by purchasing the Products.

141. Defendant was unjustly enriched by receipt of these revenues derived from the purchases of Plaintiffs and the Class members.

142. Retention of those monies under these circumstances is unjust and inequitable because Defendant misrepresented its Products as made with safe and sustainable components, when the Materials that make up the Products are indeed, not safe or sustainable.

143. Plaintiffs and Class members were damaged by Defendant's misrepresentations because they would not have purchased the Products if the true facts were known.

144. Because Defendant's retention of the non-gratuitous benefits conferred on it by Plaintiffs and the Class members is unjust and violates the fundamental principles of justice, equity, and good conscience, Defendant has been unjustly enriched in an amount to be determined at trial.

145. Plaintiffs and the Class members have no adequate remedy at law.

COUNT VIII
Violation of the Magnuson-Moss Warranty Act
15 U.S.C. § 2301 *et seq.*
(on Behalf of Plaintiffs and All Class Members)

146. Plaintiffs reallege and incorporates herein all preceding paragraphs of the Complaint as though set forth and at length herein.

147. Plaintiffs and Class Members are "consumers" within the meaning of 15 U.S.C. § 2301(3), because they are persons to whom the mattresses at issue were transferred for purposes other than resale.

148. Defendant is a "supplier" and "warrantor" within the meaning of 15 U.S.C. §§ 2301(4)–(5), because it is engaged in the business of making consumer products available to consumers and made written affirmations of fact, promises, and undertakings in connection with its mattresses.

149. The mattresses are "consumer products" within the meaning of 15 U.S.C. § 2301(1).

150. Defendant's representations that its mattresses were "non-toxic," "eco-friendly," "safe," and "free of harmful chemicals," and its written promise to repair, replace, or refund defective mattresses, constitute "written warranties" within the meaning of 15 U.S.C. § 2301(6).

151. Defendant breached its written warranties by manufacturing, marketing, and selling mattresses that contain harmful chemicals or otherwise fail to conform to Defendant's affirmations and promises.

152. Defendant further breached its written warranties by failing to repair, replace, or refund Plaintiffs and Class Members for defective mattresses after receiving notice of the warranty breaches.

153. Certain Plaintiffs, including Plaintiffs Williams and Colby, provided Defendant with pre-suit notice of these breaches (via letters sent on or about January 23, 2025 and December 10, 2024), and Defendant failed to cure or otherwise honor its warranty obligations.

154. As a direct and proximate result of Defendant's breaches of its written warranties, Plaintiffs and Class Members have suffered actual damages, including but not limited to: (a) amounts paid for the mattresses; (b) the diminished value of the mattresses received; (c) costs of inspection, diagnosis, and attempted repairs or replacements; (d) consequential and incidental damages; and (e) the loss of the benefit of their bargain.

155. The amount in controversy of this action exceeds the sum or value of \$50,000 (exclusive of interest and costs) computed on the basis of all claims to be determined in this suit.

156. Plaintiffs and Class Members are entitled to recover damages and equitable relief as authorized by 15 U.S.C. § 2310(d)(1), including costs and expenses (including reasonable attorneys' fees) as provided by 15 U.S.C. § 2310(d)(2).

157. Defendant's failure to comply with its warranty obligations has caused continuing harm to Plaintiffs and Class Members, warranting relief under the Magnuson-Moss Warranty Act.

JURY TRIAL DEMAND

158. Plaintiffs hereby demand a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court enter judgment in their favor and in favor of the Class as follows:

A. An order certifying the proposed Class and Subclasses; appointing Plaintiff Williams as representative of the Class and New Jersey Subclass; appointing Plaintiff Colby as representative of the Class and Florida Subclass; appointing Plaintiff Howitt as representative of the Class and New York Subclass; and appointing Plaintiffs' undersigned counsel as counsel for the Class and Subclasses;

B. A declaration that Defendant is financially responsible for notifying Class members of the pendency of this suit;

C. An order declaring that Defendant's conduct violates the statutes referenced herein;

D. An order awarding monetary damages, including actual damages, statutory damages, compensatory, and punitive damages, in the maximum amount provided by law under the common law and the statutes named herein;

E. Injunctive relief;

F. An order for prejudgment interest on all amounts awarded;

G. An order awarding Plaintiffs and the other Class members the reasonable costs and expenses of suit, including their attorneys' fees; and

H. Any further relief that the Court may deem appropriate.

DATED: August 25, 2025

Respectfully submitted,



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