

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
KENNETH M. MOLLINS, Individually and on behalf
of all Others Similarly Situated,

Index No.

Plaintiff,

CLASS ACTION COMPLAINT

-against-

WAYFAIR LLC.,

Defendant.
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Plaintiff, KENNETH M. MOLLINS, appearing by and through his attorneys Law Office of Kenneth M. Mollins, P.C., does hereby allege as and for his Complaint against Defendants as follows:

NATURE OF THE ACTION

1. This is a consumer class action arising from Defendant Wayfair LLC's deceptive marketing and sale of products under purported 'house brand' or 'exclusive' names that misrepresent the true identity, source, and quality of the products sold.
2. Plaintiff and members of the proposed class were induced to purchase items marketed as 'House of Hampton,' 'Breakwater Bay,' and other so-called Wayfair 'brands,' when in reality the items shipped bore markings, packaging, and labels from third-party manufacturers such as Safavieh.
3. Wayfair's own representatives admitted in writing that this practice is part of Wayfair's 'branding strategies' and 'licensing agreements,' and that consumers cannot tell who is truly manufacturing the products without calling Wayfair directly before each purchase.

4. Wayfair further misleads consumers by publishing false and inaccurate product specifications and assembly instructions, as in the case of a Plaintiff purchased shed. Because the Wayfair-supplied measurements were inaccurate, Plaintiff was forced to incur more than \$1,000 in labor and adjustments on a shed that cost roughly half that amount.

5. Defendant's practices are consumer-oriented, materially misleading, and have caused Plaintiff and the proposed class actual damages, including: overpayment for products not as advertised; deprivation of the benefit of their bargain; out-of-pocket costs for shipping, returns, and professional labor; and loss of confidence in the integrity of the marketplace

PARTIES

6. Plaintiff Kenneth M. Mollins is a resident of Suffolk County, New York. Plaintiff purchased lamps advertised as 'House of Hampton,' a rug advertised as 'Breakwater Bay,' and a shed sold on Wayfair.com. The lamps and rug arrived as Safavieh products, not as the brands represented online.

7. Plaintiff is also an attorney licensed in New York and brings this action individually and on behalf of a nationwide class of similarly situated purchasers.

8. Defendant Wayfair LLC is a Delaware limited liability company headquartered in Boston, Massachusetts. Wayfair operates one of the largest online home goods platforms in the United States and transacts substantial business in New York.

JURISDICTION AND VENUE

9. This Court has jurisdiction under CPLR §§301 and 302 because Wayfair transacts substantial business in New York and the claims arise from those transactions.

10. Venue is proper in Suffolk County under CPLR §503 because Plaintiff resides in this County and a substantial part of the events occurred here.

FACTUAL ALLEGATIONS

11. Plaintiff purchased two sets of lamps from Wayfair marketed as 'House of Hampton.'

Wayfair's product description stated: 'House of Hampton takes cues from the golden age of Hollywood and offers glitzy looks at a great price.' Upon delivery, the lamps were packaged in boxes bearing the Safavieh brand, were labeled on their bases as Safavieh, and included Safavieh-branded light bulbs. These were not house of Hampton products or in any way related to advertised brand.

12. Plaintiff also purchased a rug advertised as 'Breakwater Bay.' That rug arrived as a Safavieh product. When Plaintiff complained, Wayfair required him to provide photographic proof before agreeing to cover return shipping.

13. Plaintiff retained chat logs with Wayfair representatives in which a representative admitted that Wayfair sells products under different names as part of its 'branding strategies' and 'licensing agreements.' When Plaintiff asked how a consumer could know the true manufacturer before purchase, Wayfair's representative responded that he could 'call them before buying.'

14. On many of these listings, Wayfair deliberately disables or withholds the clickable link for 'manufacturer instructions' on its website. By preventing consumers from opening the manufacturer's instructions prior to purchase, Wayfair conceals the true identity of the product's manufacturer and further frustrates consumers' ability to verify whether the item corresponds to the brand name advertised. This practice is part of Wayfair's strategy to obscure the origin of the goods and mislead consumers as to their true nature. This is a true bait and switch practice

causing substantial damages to the consumer.

15. Plaintiff also purchased a shed from Wayfair. Plaintiff hired a professional assembler, who had previously worked for Wayfair's own Handy service, to install the shed.

16. The assembler followed the specifications and instructions provided by Wayfair, but the measurements were materially inaccurate compared to the manufacturer's actual shed.

17. Because of the discrepancies, Plaintiff was forced to incur over \$1,000 in labor and materials to modify the installation—on a shed that cost approximately half that amount.

18. When Plaintiff sought a refund, Wayfair refused to accept the shed unless it was returned in its original box and offered only a nominal refund that did not cover the damages caused.

CLASS ALLEGATIONS

19. Plaintiff brings this action under CPLR Article 9 on behalf of: Nationwide Class: All persons in the United States who purchased consumer products from Wayfair marketed under a Wayfair 'house brand' or 'exclusive brand' name when the product delivered bore a different brand or manufacturer. New York Subclass: All persons in New York who purchased such products.

20. The class is so numerous that joinder is impracticable.

21. Common questions of law and fact predominate, including: Whether Wayfair misrepresented the source, brand, or specifications of products; Whether such conduct violated GBL §349–350; Whether Wayfair breached warranties; Whether Plaintiff and the class suffered damages; Whether Wayfair was unjustly enriched.

22. Plaintiff's claims are typical of those of the class.

23. Plaintiff will fairly and adequately represent the class

CAUSE OF ACTION

Count I – VIOLATION OF GBL §349 (Deceptive Acts and Practices)

24. Plaintiff incorporates by reference the allegations set forth in paragraphs “1” through “23” of the Complaint as if fully set forth herein.

25. Defendant engaged in deceptive acts and practices in the conduct of business, trade, and commerce in New York.

26. Defendant’s branding and marketing of goods under false brand names misled reasonable consumers.

27. Defendant’s disabling of manufacturer instruction links, provision of inaccurate shed specifications, and refusal to remedy damages further misled and injured consumers.

28. Plaintiff and the class suffered actual damages as a result of these deceptive practices.

COUNT II – VIOLATION OF GBL § (False Advertising)

29. Plaintiff incorporates by reference the allegations set forth in paragraphs “1” through “28” of the Complaint as if fully set forth herein.

30. Defendant engaged in false advertising by representing products as being from certain 'house brands' when they were not.

31. Defendant’s advertising was materially misleading and directed at the public.

32. Plaintiff and the class relied on such advertising and sustained damages thereby.

COUNT III – BREACH OF EXPRESS AND IMPLIED WARRANTIES

33. Plaintiff incorporates by reference the allegations set forth in paragraphs “1” through “32” of the Complaint as if fully set forth herein.

34. Defendant expressly warranted that products sold were those described and advertised.

35. Defendant impliedly warranted that goods were as described and fit for their ordinary purposes.

36. The goods Plaintiff and the class received were not as advertised or warranted.

37. Defendant breached these warranties, causing damages.

COUNT IV – UNJUST ENRICHMENT

38. Plaintiff incorporates by reference the allegations set forth in paragraphs “1” through “37” of the Complaint as if fully set forth herein.

39. Defendant was unjustly enriched at the expense of Plaintiff and the class by receiving monies for misrepresented products.

40. Equity and good conscience require restitution.

PRAYER FOR RELIEF

41. WHEREFORE, Plaintiff, individually and on behalf of the Class, respectfully requests that the Court:

38. a. Certify this case as a class action;

39. b. Award compensatory, statutory, and punitive damages;

40. c. Order restitution and disgorgement;

41. d. Enjoin Wayfair from continuing deceptive branding practices;

42. e. Award attorneys’ fees and costs; and

43. f. Grant such other relief as the Court deems just.

JURY DEMAND

44. Plaintiff demands trial by jury on all issues so triable.

WHEREFORE, Plaintiff demands judgment against the Defendant, in all causes of action in an amount to be determined by a trier of fact at a trial, and punitive damages in an amount to be determined at trial of the issues set forth herein, together with interest, costs and disbursement of this action. The amount prayed for herein exceeds the jurisdictional limits of all lower Courts that would otherwise have jurisdiction.

Dated: Hauppauge, New York
September 23, 2025

Respectfully submitted,

By: Timothy Manning
TIMOTHY MANNING, ESQ.

LAW OFFICE OF KENNETH M. MOLLINS, P.C.
Attorney for Plaintiff and the Proposed Class
1393 Veterans Memorial Highway, Suite 414
Hauppauge, New York 11788
Tel: (631) 608-4100