

BURSOR & FISHER, P.A.

Sarah N. Westcot (State Bar No. 264916)

701 Brickell Ave, Suite 2100

Miami, FL 33131-2800

Telephone: (305) 330-5512

Facsimile: (305) 676-9006

E-mail: swestcot@bursor.com

Counsel for Plaintiff

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

AMANDA PERKINS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

LIGHTBUZZ E-COMMERCE LLC d/b/a
HEYSHAPE

Defendant.

Case No. 2:25-cv-11398

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Amanda Perkins brings this action on behalf of herself, and all others
2 similarly situated (the “Class Members”) against Defendant Lightbuzz E-Commerce
3 LLC, d/b/a HeyShape (“Defendant” or “HeyShape”). Plaintiff makes the following
4 allegations pursuant to the investigation of her counsel and based upon information
5 and belief, except as to the allegations specifically pertaining to herself, which are
6 based on personal knowledge.

7 **NATURE OF THE ACTION**

8 1. The market for shapewear, which encompasses Defendant’s products, is
9 one of the fastest growing apparel markets in the world. The global shapewear
10 market was valued at \$2.73 billion in 2024 and is expected to reach \$4.32 billion by
11 2030.¹

12 2. Defendant seeks to carve out its own share of this hypercompetitive
13 market by offering perpetual “sales” and discounted products through its website at
14 www.getheyshape.com (the “Website”).

15 3. It is no secret that consumers actively seek out bargains and discounted
16 items when making purchasing decisions. Retailers, including Defendant, are well
17 aware of consumers’ susceptibility to such perceived bargains. Products perceived
18 by consumers to be discounted, however, are not always actual bargains. In an effort
19 to give off the appearance of a bargain, Defendant intentionally misleads consumers
20 as to the quality and value of the merchandise available on its Website (the
21 “Products”) through its deceptive sales tactics.

22 4. When consumers visit Defendant’s online store, they are shown
23 purported “sale” prices on Defendant’s Products with strike-through pricing. *See*
24 *e.g.*, Fig. 1.

27 ¹ GRAND VIEW RESEARCH, *Shapewear Market (2025 - 2030)*,
28 <https://www.grandviewresearch.com/industry-analysis/shapewear-market>.



Figure 1

5. But Defendant’s purported sales are in reality anything but. Defendant never actually sells its Products at the advertised strike-through price.

6. It is well established that false “reference” pricing violates state and federal law. Nonetheless, Defendant employs inflated, fictitious reference prices for the sole purpose of increasing its sales. Defendant engages in this deceptive practice to deceive and mislead consumers, including Plaintiff, into believing they are receiving a bargain on their online purchases to induce them into making a purchase they otherwise would not have made.

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

8. Plaintiff seeks relief in this action individually, and on behalf of all purchasers of the Products for violations of the California Consumers Legal Remedies Act (“CLRA”), Civil Code §§ 1750, *et seq.*, False Advertising Law (“FAL”), Bus. & Prof. Code §§ 17500, *et seq.*, Unfair Competition Law (“UCL”), Bus. & Prof. Code §§ 17200, *et seq.*, fraud, and unjust enrichment. Through this action, Plaintiff seeks to enjoin Defendant from its false and deceptive sales practices, and Plaintiff seeks to obtain actual and statutory damages, restitution, injunctive relief, and reasonable attorneys’ costs and fees.

PARTIES

9. Plaintiff Amanda Perkins is a citizen of California and resident of Los Angeles, California.

1 10. On or around February 2024, Plaintiff made a purchase from
2 Defendant's e-commerce Website, including a Snatched Shapewear Bodysuit,² a
3 Snatched Thong Bodysuit (the "Bodysuit"), and a Shapewear Slip Maxi Dress (the
4 "Dress"). The Bodysuit Plaintiff purchased displayed a purportedly sale price of
5 \$45.00, and the Dress displayed a purportedly sale price of \$64.00. At the time of
6 her purchase, the Products also contained purportedly original strike-through prices
7 of \$65.00 for the Bodysuit and \$89.00 for the Dress. Before purchasing the
8 Products, Plaintiff reviewed information about the Products, including Defendant's
9 representations that the Products were being offered at a discounted sale price,
10 including but not limited to that the Products have a "new lower price," representing
11 that consumers "save \$X," and displaying a strike-through reference price. When
12 purchasing the Products, Plaintiff also reviewed the accompanying labels,
13 disclosures, warranties, and marketing materials, and understood them as
14 representations and warranties by Defendant that the Products were ordinarily
15 offered at a higher price.

16 11. Plaintiff relied on Defendant's false and misleading representations and
17 warranties about the Products in making her decision to purchase the Products.
18 Accordingly, these representations and warranties were part of the basis of the
19 bargain, in that she would not have purchased the Products, or would not have paid
20 as much for the Products, had she known Defendant's representations were not true.
21 Defendant's representations about its HeyShape Products are false and misleading
22 because they induce consumers into believing that they are purchasing a Product of a
23 higher value and quality than they actually are. Defendant's Products are never
24 offered at the higher, strike-through reference price.

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27 ² Plaintiff received her Snatched Shapewear Bodysuit (i.e., one of her three product purchases) for
28 \$0.00 pursuant to a promotion Defendant was running. Even so, this product was represented as
being on sale for \$41.00 (compared to the strike-through price of \$59.00).

giving rise to the claims occurred in this District, and because Plaintiff accessed the Website and received the Products in this District because she resides in this District.

FACTUAL ALLEGATIONS

A. Federal and State Law Prohibits Defendant's "Sales" Practices

17. California law provides clear guidelines as to permissible and unlawful sales tactics:

For the purpose of this article the worth or value of any thing advertised is the prevailing market price, wholesale if the offer is at wholesale, retail if the offer is at retail, at the time of publication of such advertisement in the locality wherein the advertisement is published.

No price shall be advertised as a former price of any advertised thing, unless the alleged former price was the prevailing market price as above defined within three months next immediately preceding the publication of the advertisement or unless the date when the alleged former price did prevail is clearly, exactly and conspicuously stated in the advertisement.

Bus. & Prof. Code § 17501.

18. Additionally, California law expressly prohibits making false or misleading statements of fact "concerning reasons for, existence of, or amounts of price reductions." See Cal. Civ. Code § 1770(a)(13).

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

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

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

1 not receiving the unusual value he expects. In such a case, the “reduced”
2 price is, in reality, probably just the seller’s regular price.

3 16 C.F.R. § 233.1(a) (emphasis added).

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

10 22. The FTC provides retailers with guidance as to retail price comparison:

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

20 16 C.F.R. § 233.2(a) (emphasis added).

21 23. Essentially, federal and state law provide that sales practices should be
22 offered in good faith and accurately reflect the price at which (1) either the products
23 were formerly sold, or (2) comparable products are sold in the market. Defendant’s
24 sales practices do neither.

25 **B. Defendant’s Deceptive “Sales” Practices**

26 24. Defendant manufactures, markets, sells, and distributes its Products
27 throughout the United States, including California, through its online e-commerce
28 store.

1 25. In an effort to increase sales, Defendant engages in a pervasive online
2 marketing scheme to artificially inflate the prices of its Products for the sole purpose
3 of marking them at a discounted sale price. Defendant is aware that consumers
4 typically lack material information about a product and often rely on information
5 from sellers when making purchasing decisions, especially when a product's quality
6 or value is difficult to discern.³

7 26. Defendant has multiple methods of deceiving consumers into believing
8 that they are receiving a bargain on the Products they purchase through Defendant's
9 online e-commerce store.

10 27. One way Defendant misleads consumers is by utilizing a fictitious
11 strike-through reference price accompanied by a purported discount amount. Next to
12 the fictitious reference price is a lower purported "sale" price. Defendant does this to
13 mislead its customers into believing they are saving money by purchasing products
14 that are on sale.

15 28. For example, Figure 2 is a screenshot of Defendant's Website and
16 Products taken on November 20, 2025. Each Product is advertised at a discounted
17 price, next to a deceptive strike-through price.

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

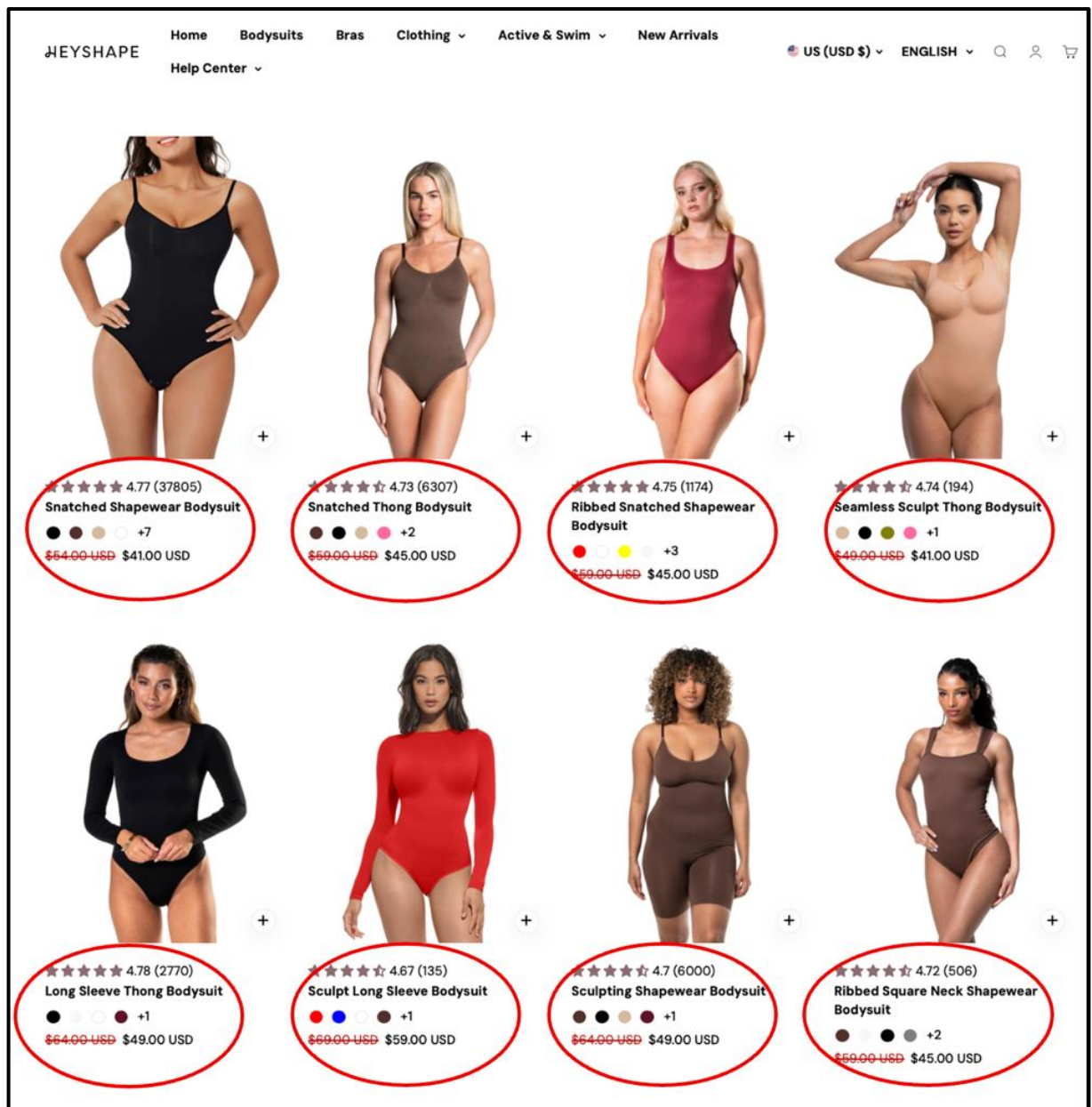


Figure 2

29. Defendant consistently uses strike-through prices to mislead consumers, including Plaintiff, into believing that they are getting a discount—when in fact they are not. In addition to presenting a misleading strike-through price next to the actual price to deceive customers into believing they are receiving the items for a purported discount, Defendant also expressly warrants to customers they are saving \$X. *See e.g. Fig. 3*

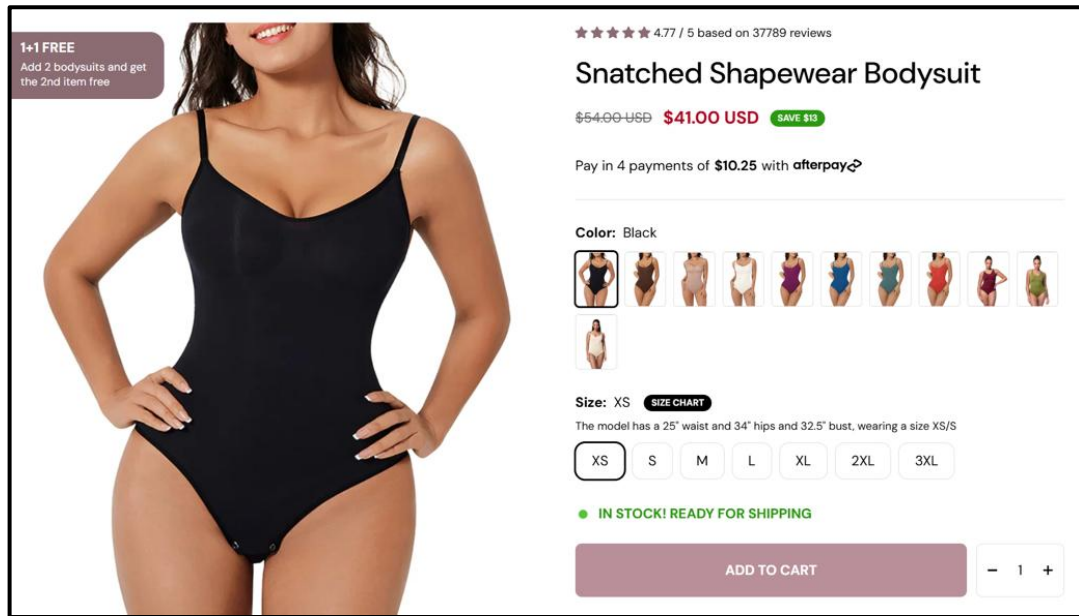


Figure 3

30. These representations fall squarely into the misleading pricing practice discussed in 16 C.F.R. § 233.1(a)—fictitious former pricing. For example, the Bodysuit that Plaintiff purchased was represented as marked down from an "original" price of "\$65.00" to a "sale" price of "\$45.00" (\$20 in savings) at the time of Plaintiff's purchase. Similarly, the Dress Plaintiff purchased was represented as marked down from an "original" price of "\$89.00" to a "sale" price of "\$64.00" (\$15 in savings). But as Plaintiff's counsel has confirmed through the use of available internet archives for Defendant's products, including but not limited to the Products purchased by Plaintiff, Defendant **never** sells its Products at the fictitious strike-through pricing.

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

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

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

3 34. Defendant commits the same unfair and deceptive sales practices
4 for all of its Products.

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

7 **CLASS ALLEGATIONS**

8 36. Plaintiff brings this matter on behalf of herself and all those similarly
9 situated. As detailed at length in this Complaint, Defendant orchestrated deceptive
10 sales practices. Defendant's customers were uniformly impacted by and exposed to
11 this misconduct. Accordingly, this Complaint is uniquely situated for class-wide
12 resolution, including injunctive relief.

13 37. **Class Definition:** Plaintiff seeks to represent a class of all individuals
14 residing in California within the Class Period, who purchased any of Defendant's
15 Products advertised at a discounted price.

16 38. The "Class Period" is the time period beginning on the date established
17 by the Court's determination of any applicable statute of limitations, after
18 consideration of any tolling, concealment, and accrual issues, and ending on the date
19 of entry of judgment.

20 39. Excluded from the proposed Class is Defendant; any affiliate, parent, or
21 subsidiary of Defendant, any entity in which Defendant has a controlling interest;
22 any officer, director, or employee of Defendant, any successor or assign of
23 Defendant; anyone employed by counsel in this action; any judge to whom this case
24 is assigned, his or her spouse and immediate family members; and members of the
25 judge's staff.

26 40. Plaintiff reserves the right to amend the definitions of the Class and/or
27 add subclasses if further information and discovery indicate that the definitions
28 should be narrowed, expanded, or otherwise modified.

1 41. **Numerosity:** Class Members are so numerous that joinder of all
2 members is impracticable. Plaintiff believes that there are thousands of consumers
3 who are Class Members described above who have been damaged by Defendant's
4 deceptive and misleading practices.

5 42. **Commonality:** The questions of law and fact common to the Class
6 Members which predominate over any questions which may affect individual Class
7 Members include, but are not limited to:

- 8 (a) Whether Defendant is responsible for the conduct alleged herein which
9 was uniformly directed at all consumers who purchased the Products;
- 10 (b) Whether Defendant's misconduct set forth in this Complaint
11 demonstrates that Defendant engaged in unfair, fraudulent, or unlawful
12 business practices with respect to the advertising, marketing, and sale of
13 the Products;
- 14 (c) Whether Defendant made false and/or misleading statements concerning
15 the Products that were likely to deceive a reasonable consumer and/or
16 the public;
- 17 (d) Whether Plaintiff and the Class are entitled to injunctive relief; and
- 18 (e) Whether Plaintiff and the Class are entitled to money damages under the
19 same causes of action as the other Class Members.

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

25 44. **Adequacy:** Plaintiff is an adequate Class representative because her
26 interests do not conflict with the interests of the Class members she seeks to
27 represent; her consumer fraud claims are common to all other members of the Class
28 and she has a strong interest in vindicating her rights; she has retained counsel

1 competent and experienced in complex class action litigation and she intends to
2 vigorously prosecute this action. Plaintiff has no interests which conflicts with those
3 of the Class. The Class Members' interests will be fairly and adequately protected
4 by Plaintiff and her counsel. Defendant has acted in a manner generally applicable
5 to the Class, making relief appropriate with respect to Plaintiff and the Class
6 Members. The prosecution of separate actions by individual Class Members would
7 create a risk of inconsistent and varying adjudications.

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

19 46. Finally, Defendant has acted or refused to act on grounds generally
20 applicable to the entire Class, thereby making it appropriate for this Court to grant
21 final injunctive relief and declaratory relief with respect to the Class as a whole.

22 **CAUSES OF ACTION**

23 **COUNT I**

24 **Violation of Consumers Legal Remedies Act** 25 **("CLRA") Civil Code §§ 1750, et seq.**

26 47. Plaintiff and Class Members reallege and incorporate by reference each
27 allegation set forth above as if fully set forth herein.
28

1 48. Plaintiff brings this claim individually and on behalf of members of the
2 Class against Defendant.

3 49. This cause of action is brought pursuant to California's Consumers
4 Legal Remedies Act, Cal. Civ. Code §§ 1750-1785 (the "CLRA").

5 50. Plaintiff and members of the Class are consumers who purchased
6 Defendant's Products for personal, family, or household purposes. Accordingly,
7 Plaintiff and members of the Class are "consumers," as the term is defined by Cal.
8 Civ. Code § 1761(d).

9 51. At all relevant times, Defendant's Products constituted "goods," as that
10 term is defined in Cal. Civ. Code § 1761 (a).

11 52. At all relevant times, Defendant was a "person," as that term is defined
12 in Cal. Civ. Code § 1761(e).

13 53. At all relevant times, Plaintiff's purchases of Defendant's Products, and
14 the purchases of other Class members, constituted "transactions," as that term is
15 defined in Cal. Civ. Code § 1761 (e).

16 54. The conduct alleged in this Complaint constitutes unfair methods of
17 competition and unfair and deceptive acts and practices for the purposes of the
18 CLRA, and the conduct was undertaken by Defendant in transactions intended to
19 result in, and which did result in, the sale of goods to consumers.

20 55. The policies, acts, and practices described in this Complaint were
21 intended to and did result in the sale of Defendant's Products to Plaintiff and the
22 Class. Defendant's practices, acts, policies, and course of conduct violated the
23 CLRA § 1750 *et seq.*, as described above.

24 56. Defendant advertised goods or services with intent not to sell them as
25 advertised in violation of California Civil Code § 1770(a)(9).

26 57. Defendant made false or misleading statements of fact concerning
27 reasons for, existence of, or amounts of price reductions, in violation of California
28 Civil Code § 1770(a)(13).

1 65. California's FAL further provides that "no price shall be advertised as a
2 former price of any advertised thing, unless the alleged former price was the
3 prevailing market price ... within three months next immediately preceding the
4 publication of the advertisement or unless the date when the alleged former price did
5 prevail is clearly, exactly, and conspicuously stated in the advertisement." *See* Cal.
6 Bus. & Prof. Code § 17501.

7 66. Defendant violated California's FAL by representing that its Products
8 were on sale or by representing that consumers would "save \$X," and displaying a
9 strike-through reference price. Defendant never offered the Products at the
10 advertised strike-through price. Such a deceptive marketing practice misled
11 consumers by creating a false impression that the Products were of a higher value
12 and worth more than their actual worth.

13 67. Defendant's actions in violation of § 17500 were false and misleading
14 such that the general public was likely to be deceived.

15 68. As a direct and proximate result of these acts, consumers have been and
16 are being harmed. Plaintiff and members of the Class have suffered injury and actual
17 out-of-pocket losses because: (a) Plaintiff and members of the Class would not have
18 purchased the Products if they had known the true facts regarding the value and
19 prevailing market price of the Products; (b) Plaintiff and members of the Class paid a
20 price premium due to the misrepresentations about the Products; and (c) the Products
21 did not have the promised quality or value.

22 69. Plaintiff brings this action pursuant to § 17535 for injunctive relief to
23 enjoin the practices described herein and to require Defendant to issue corrective and
24 disclosures to consumers. Plaintiff and members of the Class are therefore entitled
25 to: (a) an order requiring Defendant to cease the acts of unfair competition alleged
26 herein; (b) full restitution of all monies paid to Defendant as a result of its deceptive
27 practices; (c) interest at the highest rate allowable by law; and (d) the payment of
28 Plaintiff's attorneys' fees and costs.

COUNT III
Violation of Unfair Competition Law
Business & Professions Code §§ 17200, et seq.

70. Plaintiff and Class Members reallege and incorporate by reference each allegation set forth above as if fully set forth herein.

71. Plaintiff brings this claim individually and on behalf of the members of the Class against Defendant.

72. Defendant is subject to the UCL, Bus. & Prof. Code § 17200 *et seq.* The UCL provides, in pertinent part: “Unfair competition shall mean and include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading advertising” The UCL also provides injunctive relief and restitution for violations.

73. “By proscribing any unlawful business practice, § 17200 borrows violations of other laws and treats them as unlawful practices that the UCL makes independently actionable.” *Cel-Tech Communications, Inc. v. Los Angeles Cellular Telephone Co.*, 20 Cal. 4th 163, 180 (1999) (citations and internal quotation marks omitted).

74. Virtually any law or regulation—federal or state, statutory, or common law—can serve as a predicate for a UCL “unlawful” violation. *Klein v. Chevron U.S.A., Inc.*, 202 Cal. App. 4th 1342, 1383 (2012).

75. Defendant has violated the UCL’s “unlawful prong” as a result of its violations of the CLRA, FAL, and federal regulations as described herein.

76. Throughout the Class Period, Defendant committed acts of unfair competition, as defined by § 17200, by representing that its Products were on sale or “% off,” representing that consumers would “save \$X,” and displaying a strike-through reference price. Defendant never sold its Products at the advertised strike-through price. Such a deceptive marketing practice misled consumers by creating a

1 false impression that the Products were of a higher value and worth more than their
2 actual worth.

3 77. As detailed above, the CLRA prohibits a business from “[a]dvertising
4 goods or services with intent to not sell them as advertised.” Cal. Civ. Code §
5 1770(a)(9).

6 78. Further, the CLRA prohibits a business from “[m]aking false or
7 misleading statements of fact concerning reasons for, existence of, or amounts of
8 price reductions.” Cal. Civ. Code § 1770(a)(13).

9 79. California law also expressly prohibits false reference price schemes.
10 Specifically, the FAL provides:

11 For the purpose of this article the worth or value of any thing advertised
12 is the prevailing market price, wholesale if the offer is at wholesale, retail
13 if the offer is at retail, at the time of publication of such advertisement in
14 the locality wherein the advertisement is published.

15 No price shall be advertised as a former price of any advertised thing,
16 unless the alleged former price was the prevailing market price as above
17 defined within three months next immediately preceding the publication
18 of the advertisement or unless the date when the alleged former price did
19 prevail is clearly, exactly and conspicuously stated in the advertisement.

20 Bus. & Prof. Code § 17501.

21 80. Federal regulations also provide:

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

1 **such a case, the “reduced” price is, in reality, probably just the**
2 **seller’s regular price.**

3 16 C.F.R. § 233.1(a) (emphasis added).

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

10 82. The FTC also provides retailers with guidance as to retail price
11 comparison:

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

20 16 C.F.R. § 233.2(a) (emphasis added).

21 83. As described herein, the alleged acts and practices resulted in violations
22 of federal and state law.

23 84. Defendant’s misrepresentations and other conduct, described herein,
24 violated the “unfair prong” of the UCL because the conduct is substantially injuries
25 to consumers, offends public policy, and is immoral, unethical, oppressive, and
26 unscrupulous, as the gravity of the conduct outweighs any alleged benefits.

27 Defendant’s conduct is unfair in that the harm to Plaintiff and members of the
28

1 California Subclass arising from Defendant's conduct outweighs the utility, if any, of
2 those practices.

3 85. Defendant's practices as described herein are of no benefit to
4 consumers, who are tricked into believing that the Products are of a higher grade,
5 quality, worth, and/or value than they actually are. Defendant's practice of injecting
6 misinformation into the marketplace about the value of its Products is unethical and
7 unscrupulous, especially because consumers trust companies like Defendant to
8 provide accurate information about their Products. Taking advantage of that trust,
9 Defendant misrepresents the value of its Products to increase its sales. Consumers
10 reasonably believe that Defendant is an authority on the value of mattresses and
11 therefore reasonably believe Defendant's representations that its Products are of a
12 higher grade, quality, worth, and/or value than they actually are.

13 86. Defendant's conduct described herein violated the "fraudulent" prong of
14 the UCL by representing that the Products were of a higher grade, quality, worth,
15 and/or value, when in fact they were not.

16 87. Plaintiff and members of the Class are not sophisticated experts with
17 independent knowledge of the value of mattresses, and they acted reasonably when
18 they purchased the Products based on their belief that Defendant's representations
19 were true.

20 88. Defendant knew or should have known, through the exercise of
21 reasonable care, that its representations about the Products were untrue and
22 misleading.

23 89. As a direct and proximate result of these acts, consumers have been and
24 are being harmed.

25 90. Defendant's violations of the UCL entitle Plaintiff and the class
26 members to injunctive relief and full restitution.

27 91. Plaintiff and the general public lack an adequate remedy at law to
28 remedy and/or mitigate the totality of the injuries and misconduct described herein.

- 1 (f) Awarding Plaintiff and Class Members their costs and expenses
2 incurred in this action, including reasonable allowance of fees for
3 Plaintiff's attorneys and experts, and reimbursement of Plaintiff's
4 expenses; and
5 (g) Granting such other and further relief as the Court may deem just and
6 proper

7 **JURY TRIAL DEMANDED**

8 Plaintiff hereby demands a trial by jury on all claims so triable.

9
10 Dated: November 26, 2025

BURSOR & FISHER, P.A.

11 By: /s/ Sarah N. Westcot
12 Sarah N. Westcot

13 Sarah N. Westcot (State Bar No. 264916)
14 701 Brickell Ave, Suite 2100
15 Miami, FL 33131-2800
16 Telephone: (305) 330-5512
17 Facsimile: (305) 676-9006
18 E-mail: swestcot@bursor.com

19 *Counsel for Plaintiff*
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22
23
24
25
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27
28