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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

JOHN SANTIAGO, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

MATTRESS FIRM, INC.,

Defendant.

NO.

CLASS ACTION COMPLAINT

(DEMAND FOR JURY TRIAL)

Plaintiff John Santiago (“Plaintiff”) brings this action on behalf of himself and all others similarly situated against Defendant Mattress Firm, Inc. (“Defendant” or “Mattress Firm”). The allegations contained in this class action complaint are based on Plaintiff’s personal knowledge of facts pertaining to himself and upon information and belief, including further investigation conducted by Plaintiff’s counsel, as to the remainder.

INTRODUCTION

1. Defendant has violated the Washington Consumer Protection Act’s prohibition on unfair and deceptive acts or practices in the conduct of trade or commerce. “[P]rice advertisements matter.” *Hinojos v. Kohl’s Corp.*, 718 F.3d 1098, 1106 (9th Cir. 2013).

2. This is a class action lawsuit brought to address Defendant’s misleading and unlawful pricing, sales, and discounting practices on its website www.mattressfirm.com (the “Website”). The products at issue are comprised of all mattresses that have been offered on the Website at a sale or discounted price from a higher reference price. Defendant advertises false,

1 misleading, and inflated comparison reference prices to deceive customers into a belief that the
2 sale price is a discounted bargain price.

3 3. Anyone visiting the Website who buys an item “on sale” from a stricken former
4 or regular price is being misled. This is because that item has not been listed for sale or sold on
5 the Website, in the recent past and for a substantial time, at the former price. Yet Defendant’s use
6 of inflated reference prices, strikethrough pricing and discounting, and purported limited-time
7 sales all lead reasonable consumers to believe that the products in fact had been listed for sale
8 and sold on the Website, at the former and regular price, in the recent past, for a substantial
9 period of time.

10 4. On information and belief, all or nearly all the reference prices on the Website are
11 false and misleading. They are not former or regular prices at which the products were offered on
12 the Website in the recent past for a substantial time. They are inflated prices posted to lure
13 consumers into purchasing items from Defendant.

14 5. Beyond that, on information and belief, Defendant’s products sold on the Website
15 not only have a market value lower than the promised former price, but the market value of the
16 products is also lower than the discounted “sale” price. By using false reference pricing and false
17 limited-time sales, Defendant artificially drives up demand for the products, and by extension
18 drives up the price of the products. As a result, consumers received a product worth less than the
19 price paid. To illustrate, assume a company knows a product will sell in the marketplace at \$30.
20 But to increase revenue and capture market share, the company advertises the product as having
21 a “regular” price of \$100 and being on “sale” at 60% off. Because consumers value products
22 based on the regular price, and a purported limited-time sale conveys additional savings, the
23 company can sell that \$30 product for \$40.

24 6. As a result, consumers are deceived into spending money they otherwise would
25 not have spent, purchasing items they would not have purchased, and/or spending more money
26 for an item than they otherwise would have absent deceptive marketing.

1 7. For the foregoing reasons, Plaintiff brings this action individually and on behalf
2 of all consumers who, within the applicable statute of limitations period up to and including the
3 date of judgment in this action, purchased Products from Defendant at prices that purported to
4 represent discounts off of falsely represented strikethrough prices. Based on Defendant’s
5 unlawful conduct, Plaintiff seeks damages, treble damages, restitution, declaratory relief,
6 injunctive relief, and reasonable attorneys’ fees and costs, for: (1) violation of the Washington
7 Consumer Protection Act (“WCPA”), RCW Chapter 19.86; (2) breach of contract; (3) breach of
8 express warranty; (4) fraud / intentional misrepresentation; (5) negligent misrepresentation; and
9 (6) unjust enrichment/quasi-contract.

10 **PARTIES**

11 8. Plaintiff John Santiago is a citizen of Washington and is domiciled in Spanaway,
12 Washington. He was present in Washington at the time he made his purchase from the Website.

13 9. Defendant Mattress Firm, Inc. is a corporation incorporated in Delaware and
14 headquartered in Texas. Defendant describes itself as “America’s largest specialty mattress store,
15 with more than 2,400 neighborhood stores in 49 states.” Defendant is an online and brick-and-
16 mortar retailer of home and bedding products, including without limitation: mattresses, mattress
17 toppers, box springs, bed bases, pillows, and bedding, among other items. Through the Website,
18 Defendant sells the products to consumers in Washington and nationwide.

19 10. Plaintiff reserves the right to amend this Complaint to add different or additional
20 defendants, including, without limitation, any officer, director, employee, supplier, or distributor
21 of Defendant who has knowingly and willfully aided, abetted, and/or conspired in the false and
22 deceptive conduct alleged herein.

23 **JURISDICTION AND VENUE**

24 11. This Court has subject matter jurisdiction under the Class Action Fairness Act
25 (“CAFA”), 28 U.S.C. § 1332(d)(2), because: (a) the proposed Class consists of at least 100
26 members; (b) the amount in controversy exceeds \$5,000,000, exclusive of interest and costs; and
27 (c) minimal diversity exists because at least one member of the proposed Class is a citizen of a

1 state different from Defendant. Defendant’s sales exceed hundreds of millions of dollars per
2 year, and with a vast majority of its offers being sold at a purported discount, the at-issue
3 Products exceed the amount in controversy.

4 12. This Court has personal jurisdiction over Defendant because Plaintiff purchased
5 Defendant’s Products from his home in Washington and received the purchased Products from
6 Defendant at his home in Washington, such that a substantial part of the events giving rise to
7 Plaintiff’s claims occurred in Washington. Further, Defendant purposefully directed marketing
8 and advertising of its Products into Washington, and purposefully made the statements and
9 omissions concerning the prices of the Products at issue in this case to consumers in Washington,
10 including to Plaintiff while he resided in and was present in Washington.

11 13. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Plaintiff
12 resides in this judicial District and because a substantial part of the events giving rise to
13 Plaintiff’s claims took place in this judicial District.

14 **FACTUAL ALLEGATIONS**

15 **A. Introduction.**

16 14. Advertised “sale” prices are important to consumers. Consumers are more likely
17 to purchase an item if they believe that they are getting a good deal. Further, if consumers think
18 that a sale will end soon, they are likely to buy now, rather than wait, comparison shop, and buy
19 something else.

20 15. While there is nothing wrong with a legitimate sale, a fake one—that is, one with
21 misleading regular prices and deceptive discounts—is illegal.

22 16. The Washington Consumer Protection Act prohibits “unfair methods of
23 competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.”
24 RCW § 19.86.020.

25 17. The Federal Trade Commission’s regulations also prohibit false or misleading
26 “former price comparisons,” for example, making up “an artificial, inflated price ... for the
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1 purpose of enabling the subsequent offer of a large reduction” off that price. 16 C.F.R. § 233.1.
2 They also prohibit retailers from offering fake limited-duration sales. 16 C.F.R. § 233.5.

3 18. As numerous courts have found, fake sales violate these laws. “[P]rice
4 advertisements matter.” *Hinojos*, 718 F.3d at 1106. “Misinformation about a product’s ‘normal’
5 price is ... significant to many consumers in the same way as a false product label would be.” *Id.*

6 **B. Overview of Defendant’s False Discounts.**

7 19. Defendant is, by its own description, “America’s largest specialty mattress store.”
8 Defendant owns and operates the Website at www.mattressfirm.com, through which it sells
9 purportedly discounted products (the “Products”) to consumers.

10 20. Defendant’s business model relies on deceiving consumers with false or
11 misleading sales. On any given date, many products on the Website are represented as being
12 discounted from a substantially higher reference price. On individual listing pages, the supposed
13 markdowns are represented to the consumer by prominently displaying a “crossed-out” reference
14 price next to the sale price, and “__% Off.” Although Defendant’s purported sales are always
15 changing, one thing remains constant—they are perpetually available:

16 21. Defendant employs these deceptive tactics to convey to customers that the
17 product was listed or sold on the Website at the reference price, in the recent past and for a
18 substantial period of time, but is now being listed and sold to the customer at a substantial
19 discount. Reasonable consumers would understand that the strikethrough reference price, or the
20 adjacent “__% Off,” each independently convey that the product was listed or sold on the
21 Website at the reference price, in the recent past and for a substantial period of time, but is now
22 being listed and sold to the customer at a substantial discount.

23 22. However, this reference price is a falsely inflated price because Defendant rarely,
24 if ever, lists or sells items at the reference price. The purpose of the reference price is to mislead
25 customers into believing that the displayed reference price is a former or regular price at which
26 Defendant usually lists and sells the item in the recent past, and thus the market value is the
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1 reference price. As a result, Defendant falsely conveys to customers that they are receiving a
 2 substantial markdown or discount.

3 23. To confirm that Defendant nearly always offers discounts off of purported regular
 4 prices, Plaintiff’s counsel performed an investigation of Defendant’s advertising practices using
 5 the Internet Archive’s Wayback Machine (available at www.archive.org).¹ That investigation
 6 confirms that Defendant consistently offers persistent, purported limited-time sales on its
 7 Website:

Capture Date	Banner / Promotion Language
Jan 15, 2024	New Year Sale: Up to 60% off
Feb 15, 2024	President's Day Sale: Up to 60% off — ends Monday
Mar 15, 2024	72 Hour Sale: Up to 60% off — ends Monday
Apr 15, 2024	72 Hour Sale: Up to 60% off — ends Monday
May 15, 2024	Memorial Day Sale: Up to 60% off
Jun 15, 2024	72 Hour Sale: Up to 72% off — ends today
Jul 15, 2024	72 Hour Sale: Up to 72% off — ends today + "Shop Our July 4th Deals In-Store & Online" / "Over 60% Off"
Aug 15, 2024	Flash Sale: Extra 20% off with code SAVE20
Sep 15, 2024	Night Owl Sale: Extra 25% off with code NIGHTOWL
Oct 16, 2024	Night Owl Sale: Extra 25% off with code NIGHTOWL
Nov 16, 2024	72 Hour Sale: Up to 72% off — ends Monday
Dec 16, 2024	Night Owl Sale: Up to 25% off with code NIGHTOWL

27 ¹ <https://web.archive.org> searching the following URL [https://www.mattressfirm.com/\(last](https://www.mattressfirm.com/(last) accessed April 22, 2026).

Capture Date	Banner / Promotion Language
Jan 15, 2025	New Year Sale: Up to 60% off — Queens start at \$189.99 + "0% interest for 72 months on \$3,299+"
Feb 15, 2025	President's Day Sale: Up to 60% off — Queens start at \$189.99 + "0% interest for 72 months on \$3,299+"
Mar 15, 2025	72 Hour Sale: Up to 60% off — ends Monday — Queens start at \$189.99 + "0% interest for 72 months on \$3,299+"
Apr 15, 2025	72 Hour Sale: Up to 60% off — ends Monday — Queens start at \$189.99 + "0% interest for 72 months on \$3,299+"
May 15, 2025	Memorial Day Sale: Up to 60% off — Queens start at \$189.99
Jun 15, 2025	72 Hour Sale: Up to 60% off — ends Monday — Queens start at \$189.99
Jul 15, 2025	4th of July Sale: Up to 60% off — Queens start at \$189.99
Aug 15, 2025	72 Hour Sale: Up to 60% off — ends Monday — Queens start at \$189.99
Sep 15, 2025	Labor Day Sale: Up to 60% off — Queens start at \$189.99
Oct 15, 2025	72 Hour Sale: Up to 60% off — ends Monday — Queens start at \$189.99
Nov 15, 2025	Veterans Day Sale: Up to 60% off — Queens start at \$189.99
Dec 15, 2025	72 Hour Sale: Up to 60% off — ends Monday — Queens start at \$189.99
Jan 15, 2026	New Year Sale: Up to 60% off — Queens start at \$189.99 + "0% interest for 72 months on \$3,299+"
Feb 15, 2026	President's Day Sale: Up to 60% off — Queens start at \$189.99 + "0% interest for 72 months on \$3,299+"
Mar 16, 2026	72 Hour Sale: Up to 60% off — ends Monday — Queens start at \$189.99 + "0% interest for 72 months on \$3,299+"
Apr 16, 2026	Upgrade Your Sleep Sale: Save up to \$600

1 25. As an illustration of Defendant’s perpetual pricing scheme, investigation of
2 Defendant’s Website confirms that multiple Products are offered at the same sale price month
3 after month against identical reference prices, demonstrating that the sale price is, in fact, the
4 regular price:

5 a. *Serta Perfect Sleeper Sleep Excellence Medium PillowTop Mattress* – offered at
6 \$799.99 (sale) against \$1,999.99 (reference) every month from at least February 2024 through
7 July 2024.

8 b. *Sealy Posturepedic Spring Bloom 12” Medium Mattress* – offered at sale prices
9 ranging from \$299.99 to \$349.99 against a consistent \$499.99 reference price from at least
10 February 2024 through July 2024.

11 c. *Sleepy’s Basic Hybrid Mattress* – offered at sale prices ranging from \$399.99 to
12 \$599.99 against a consistent \$799.99 reference price from at least January 2024 through June
13 2024.

14 d. *Sleepy’s Basic Innerspring Firm Mattress* – offered at \$159.99 (sale) against \$219.99
15 (reference) every month from at least February 2024 through June 2024.

16 26. This is not a new or isolated sales practice by Defendant, but continued regularly
17 throughout 2023 to 2026.

18 **C. Defendant’s Products’ Purported Reference Prices Were Not the Market Price of**
19 **the Products.**

20 27. Separately, Defendant cannot claim that the reference price for all products is the
21 prevailing market price of the products.

22 28. Defendant does not independently verify that the reference prices are the
23 prevailing market prices at which the products are listed for sale by other retailers for a
24 substantial period of time and in substantial quantities. And on information and belief, Defendant
25 does not update the reference prices on a daily basis.

26 29. Defendant’s advertised reference prices are higher than the prevailing market
27 prices for the identical products. Because Defendant consistently sells the products at issue at

1 prices significantly (i.e., 25% or more) lower than its advertised former prices, there is no
2 reasonable basis to believe that Defendant consistently sells its products at prices below the
3 prevailing market prices. In competitive markets, the actual prices offered by vendors selling the
4 same item tend to converge on the market price.

5 30. Further, many of the products are sold exclusively at Mattress Firm, making it
6 impossible for any external market to establish a prevailing price at the inflated reference price.

7 **D. Defendant’s Conduct Violates Federal and State Law.**

8 31. The Washington Consumer Protection Act prohibits “unfair methods of
9 competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.”
10 RCW § 19.86.020. Defendant’s perpetual false discount scheme constitutes an unfair and
11 deceptive act or practice within the meaning of the WCPA.

12 32. The Federal Trade Commission Act (“FTCA”) prohibits “unfair or deceptive acts
13 or practices in or affecting commerce.” 15 U.S.C. § 45(a)(1). Under FTC regulations, false
14 former pricing schemes like the ones employed by Defendant are deceptive practices that violate
15 the FTCA. 16 C.F.R. § 233.1; 16 C.F.R. § 233.5.

16 33. Pursuant to 16 C.F.R. § 233.1, a former price is fictitious “where an artificial,
17 inflated price was established for the purpose of enabling the subsequent offer of a large
18 reduction” from that price. The FTCA also prohibits retailers from making a “limited’ offer
19 which, in fact, is not limited.” 16 C.F.R. § 233.5. On information and belief, Defendant’s
20 reference prices are not bona fide former prices, and Defendant’s purported limited-time sales
21 are not genuinely limited in time.

22 **E. Defendant’s Deceptive Pricing Harms Consumers.**

23 34. Defendant’s false discounts harm consumers by misrepresenting price and value,
24 inducing purchases that consumers would not otherwise make, and causing consumers to pay
25 more than they otherwise would.

26 35. A reasonable consumer attaches importance to Defendant’s steep discounts,
27 which imply huge savings and often trigger an urgent desire to buy now rather than later (to

1 avoid missing out). As studies have found, “[n]early two-thirds of consumers surveyed admitted
 2 that a promotion or a coupon often closes the deal, if they are wavering or are undecided on
 3 making a purchase.”² And, “two-thirds of consumers have made a purchase they weren’t
 4 originally planning to make solely based on finding a coupon or discount,” while “80% [of
 5 consumers] said they feel encouraged to make a first-time purchase with a brand that is new to
 6 them if they found an offer or discount.”³ Similarly, when consumers believe that an offer is
 7 expiring soon, the sense of urgency makes them more likely to buy a product.⁴

8 36. Accordingly, research confirms that deceptive advertising through false reference
 9 pricing is intended to, and does, influence consumer behavior by artificially inflating consumer
 10 perceptions of an item’s value and causing consumers to spend money they otherwise would not
 11 have, purchase items they otherwise would not have, and/or purchase products from a specific
 12 retailer.

13 37. Defendant’s scheme deprives consumers of the benefit of truthful pricing
 14 information. It prevents consumers from accurately evaluating: (a) whether they are actually
 15 receiving a good deal; (b) whether to wait; (c) whether to comparison shop; and (d) whether the
 16 product is worth the price.

17 38. In short, Defendant’s conduct injured Plaintiff and the Class members by: (a)
 18 inducing purchases that would not have occurred; (b) causing consumers to pay a price premium;

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 20 _____
 21 ² <https://www.invespro.com/blog/how-discounts-affect-online-consumer-buying-behavior/>

22 ³ PR Newswire, RetailMeNot Survey: Deals and Promotional Offers Drive Incremental
 23 Purchases Online, Especially Among Millennial Buyers (Apr 25, 2018),
 24 [https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-
 25 drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html](https://www.prnewswire.com/news-releases/retailmenot-survey-deals-and-promotional-offers-drive-incremental-purchases-online-especially-among-millennial-buyers-300635775.html)

26 ⁴ CXL, *How to Effectively Create Urgency in Sales (11 Best Ways)*, (March 17, 2025),
 27 <https://cxl.com/blog/creating-urgency/> (addition of a countdown timer increased conversion rates
 from 3.4%-10%); *see also* Upland Software, *Dynamic Email Content Leads to 400% Increase in
 Conversions for Black Friday Email* (Sep. 4, 2022),
[https://uplandsoftware.com/adestra/resources/success-story/dynamic-email-content-leads-to-400-
 increase-in-conversions-for-black-friday-email/](https://uplandsoftware.com/adestra/resources/success-story/dynamic-email-content-leads-to-400-increase-in-conversions-for-black-friday-email/) (400% higher conversion rate for email with
 countdown timer).

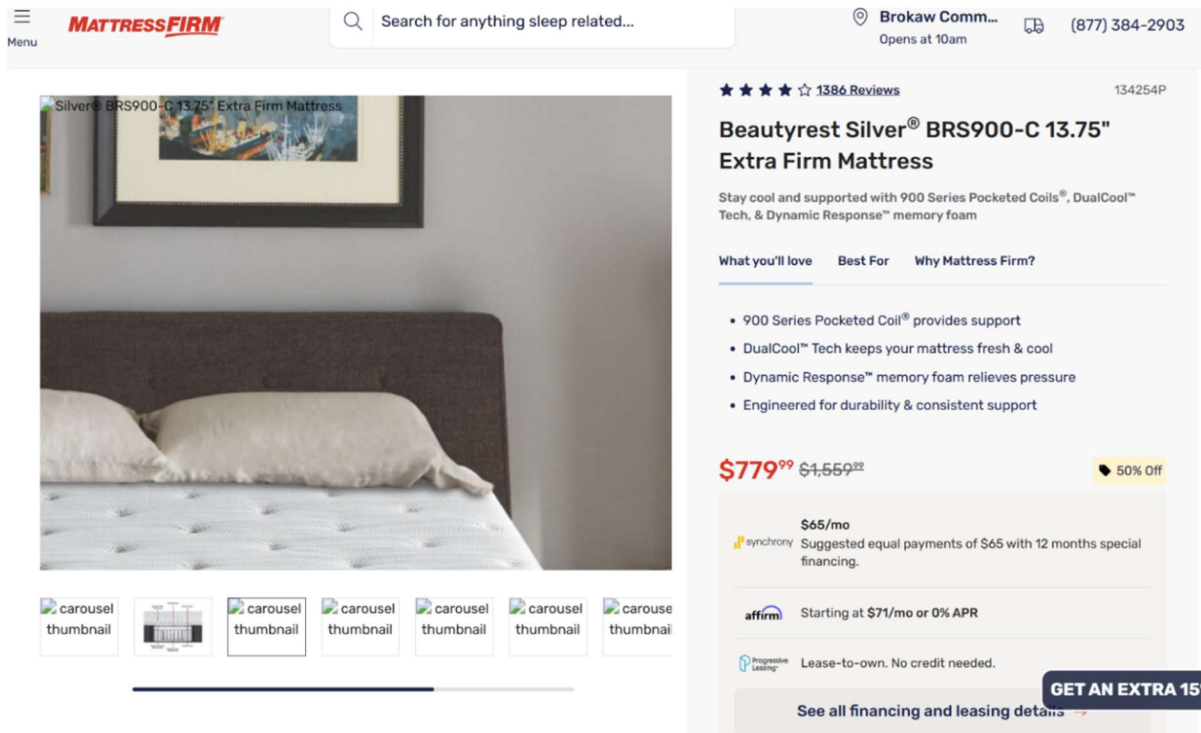
1 and/or (c) causing consumers to accept products of lower market value than represented by
2 Defendant's reference prices.

3 **F. Plaintiff's Individual Experience.**

4 39. On May 17, 2025, Mr. Santiago purchased a Beautyrest Silver BRS900-C 75
5 13.75 " Extra Firm Full Mattress from Defendant's Website, www.mattressfirm.com. At the
6 time, Defendant was advertising a purported discount on its Products. Defendant listed the
7 purported regular price of the Beautyrest Silver BRS900-C 75 13.75 " Extra Firm Full Mattress
8 as \$1,559.99 in strikethrough and advertised a discounted price of \$561.99, representing a
9 purported savings of \$998.00. As a result, Mr. Santiago believed that he was receiving a
10 substantial discount from the advertised regular price, and that he was purchasing during a time-
11 limited sale.

12 40. Prior to making his purchase on May 17, 2025, Mr. Santiago reviewed
13 Defendant's Website and saw that Defendant was advertising substantial, time-limited discounts.
14 Plaintiff read and relied on Defendant's representations that the Beautyrest Silver BRS900-C 75
15 13.75 " Extra Firm Full Mattress had a regular price of \$1,559.99, that he was receiving a
16 discount of \$998.00, and that the sale was limited in time. Based on these representations, Mr.
17 Santiago believed he was receiving the mattress at a discount from its true regular price, and that
18 the discount would not always be available. The webpage that Ms. Davis reviewed (archived
19 from the date of his purchase with a slight price difference) is depicted below.⁵

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27 ⁵ <https://web.archive.org/web/20250517121200/https://www.mattressfirm.com/silver-brs900-c-1375-extra-firm-mattress/5637147620.p?variantid=5637157686> (last accessed April 22, 2026).



41. In the order confirmation and shipment details provided to Mr. Santiago after he made his purchase, Defendant represented that the Beautyrest Silver BRS900-C 75 13.75” Extra Firm Full Mattress had a regular price of \$1,559.99 and that Mr. Santiago was paying a discounted sale price of \$998.99.

42. Like other reasonable consumers, Mr. Santiago expected the advertised discount to be based on the actual regular sales price of the mattress. He reasonably believed that the \$1,559.99 strikethrough price represented the regular, former price of the product—the price at which Defendant usually sold the Beautyrest Silver BRS900-C 75 13.75” Extra Firm Full Mattress before the time-limited promotion went into effect.

43. In truth, however, as described above, Defendant’s Products, including the mattress that Mr. Santiago purchased, were almost always available at a discounted price off of the purported reference prices. In other words, Defendant did not regularly sell the Beautyrest Silver BRS900-C 75 13.75” Extra Firm Full Mattress—or any Product—at the purported reference price, and the Products were not discounted as advertised. Plus, the sale was not limited time—Defendant’s Products are nearly always on sale.

1 44. At the time Mr. Santiago purchased the Product on May 17, 2025, he did not
2 know that Defendant's sales were not real or that the discounts were fake. Nor did he have any
3 reason to suspect that the sales were fake when he purchased the Product. Discovering
4 Defendant's deception required extensive investigation of internet archives and pricing history,
5 revealing that the sale was not limited in time, that the discounts are fake, and that the advertised
6 reference prices are not the true regular selling prices.

7 45. Mr. Santiago faces an imminent threat of future harm. He would purchase
8 Products from Defendant again in the future if he could feel sure that Defendant's reference
9 prices accurately reflected Defendant's former prices and the market value of the Products, and
10 that its discounts were truthful. But without an injunction, Mr. Santiago has no realistic way to
11 know which—if any—of Defendant's reference prices, discounts, and sales are not false or
12 deceptive. Accordingly, he is unable to rely on Defendant's advertising in the future, and so
13 cannot purchase Products he would like to purchase.

14 46. Plaintiff read and relied on Defendant's representations on Defendant's Website,
15 specifically that the Products he purchased were being offered at a discount for a limited time
16 and had the reference prices listed above. Based on Defendant's representations, Plaintiff
17 reasonably understood that Defendant regularly sold the Products at the published reference
18 prices, that these reference prices were the market value of the Products that he was buying, that
19 he was receiving the advertised discounts as compared to the reference prices, and that the
20 advertised discounts were not almost always available. He would not have made the purchase if
21 he had known that the Products were not discounted as advertised, and that he was not receiving
22 the advertised discounts.

23 **G. Tolling of the Statute of Limitations.**

24 47. All applicable statutes of limitations have been tolled by the delayed discovery
25 doctrine. Plaintiff and Class members could not have reasonably discovered Defendant's practice
26 of running perpetual and/or extended sales, based on deceptive reference prices, at any time prior
27 to commencing class action litigation.

1 48. A reasonable consumer viewing the Website on multiple occasions would simply
2 believe that a product is on sale for the time period represented on the Website. Short of visiting
3 and checking the Website for months continuously, a reasonable consumer would not suspect
4 that Defendant’s sales and pricing practices were false and misleading. Nor would a reasonable
5 consumer be able to ascertain the market value of the products being sold absent extensive
6 investigation.

7 49. As a result, any and all applicable statutes of limitations otherwise applicable to
8 the allegations herein have been tolled.

9 **CLASS ACTION ALLEGATIONS**

10 50. Plaintiff brings this action on behalf of himself and all others similarly situated
11 pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(2) and (b)(3), as representative of
12 two Classes:

13 **The Nationwide Class:** All persons in the United States who, within the applicable
14 statute of limitations period, purchased one or more mattresses from
15 www.mattressfirm.com at a sale or discounted price from a higher reference price (the
16 “Nationwide Class”).

17 **The Washington Subclass:** All members of the Nationwide Class who, while in the state
18 of Washington, purchased one or more mattresses from www.mattressfirm.com at a sale
19 or discounted price from a higher reference price (the “Washington Subclass”).

20 51. The following people are excluded from the proposed Classes: (1) any Judge or
21 Magistrate Judge presiding over this action and the members of their family; (2) Defendant,
22 Defendant’s subsidiaries, parents, successors, predecessors, and any entity in which Defendant or
23 its parents have a controlling interest and their current employees, officers and directors; (3)
24 persons who properly execute and file a timely request for exclusion from the Classes; (4)
25 persons whose claims in this matter have been finally adjudicated on the merits or otherwise
26 released; (5) Plaintiff’s counsel and Defendant’s counsel, and their experts and consultants; and
27 (6) the legal representatives, successors, and assigns of any such excluded persons.

1 **Numerosity & Ascertainability**

2 52. The proposed Classes contain members so numerous that separate joinder of each
3 member is impractical. The exact number and identities of the members of the Classes can only
4 be ascertained through appropriate discovery, but Plaintiff alleges that there are in excess of
5 100,000 members of the Nationwide Class. Class Members can be identified through
6 Defendant's sales records and public notice.

7 **Predominance of Common Questions**

8 53. There are questions of law and fact common to the proposed Classes. Common
9 questions of law and fact include, without limitation: (1) whether Defendant advertised false
10 reference prices on products offered on the Website; (2) whether Defendant advertised price
11 discounts from false reference prices on products offered on the Website; (3) whether the
12 products listed on Defendant's Website were offered at their reference prices for any reasonably
13 substantial period of time prior to being offered at purported discount prices; (4) whether
14 Defendant's deceptive pricing scheme violates the Washington Consumer Protection Act; (5)
15 whether the members of the Classes are entitled to damages and/or restitution; and (6) whether
16 injunctive relief is appropriate and necessary to enjoin Defendant from continuing to engage in
17 false or misleading advertising.

18 **Typicality & Adequacy**

19 54. Plaintiff's claims are typical of the proposed Classes. Like the proposed Classes,
20 Plaintiff purchased mattresses from www.mattressfirm.com at a purported discount from a
21 higher reference price. There are no conflicts of interest between Plaintiff and the Classes.

22 **Superiority**

23 55. A class action is superior to all other available methods for the fair and efficient
24 adjudication of this litigation because individual litigation of each claim is impractical. The
25 damages sustained by individual Class Members may be relatively small, making the expense
26 and burden of individual litigation financially impossible for most Class Members. It would be
27

1 unduly burdensome to have individual litigation in separate lawsuits, every one of which would
2 present the issues presented in this lawsuit.

3 **Substantial Similarity**

4 56. The products at issue in the action are substantially similar in all material respects.
5 Namely, the products were all advertised with a false reference price, advertised with a
6 strikethrough reference price, and advertised with a false sale price. The products are also all
7 sold by Defendant on the Website and consist of mattresses and home bedding products.

8 **CAUSES OF ACTION**

9 **COUNT I**

10 **Violation of the Washington Consumer Protection Act**
11 **RCW Chapter 19.86**
(On Behalf of Plaintiff and the Washington Subclass)

12 57. Plaintiff re-alleges and incorporates by reference every allegation set forth in the
13 preceding paragraphs as though alleged in this Count.

14 58. Plaintiff brings this cause of action individually and on behalf of the Washington
15 Subclass.

16 59. Defendant has violated the Washington Consumer Protection Act (“WCPA”),
17 RCW Chapter 19.86.

18 60. Section 19.86.020 of the WCPA states, “[u]nfair methods of competition and
19 unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared
20 unlawful.” RCW § 19.86.020.

21 61. Under the WCPA, “[a]ny person who is injured in his or her business or property
22 by a violation of RCW 19.86.020 ... may bring a civil action in superior court to enjoin further
23 violations, to recover the actual damages sustained by him or her, or both, together with the costs
24 of the suit, including a reasonable attorney’s fee.” RCW § 19.86.090. A private plaintiff may be
25 eligible for treble damages not to exceed \$25,000, and may obtain injunctive relief.

1 62. Defendant engages in the conduct of trade or commerce within the meaning of the
2 WCPA. Defendant does this by selling mattress and bedding products in a manner that directly
3 and indirectly affects people of the state of Washington.

4 63. As alleged more fully above, Defendant made and disseminated untrue and
5 misleading statements of fact in its advertisements to Class members, constituting acts of unfair
6 methods of competition and/or unfair or deceptive acts or practices. Defendant did this by
7 advertising limited-time offers that were not actually limited in time, false regular prices, and
8 false discounts regarding its Products.

9 64. Defendant's representations were likely to deceive, and did deceive, Plaintiff and
10 reasonable consumers. Defendant knew, or should have known through the exercise of
11 reasonable care, that these statements were inaccurate and misleading.

12 65. Defendant's misrepresentations were intended to induce reliance, and Plaintiff
13 saw, read, and reasonably relied on the statements when purchasing the Mattress Firm Products.
14 Defendant's misrepresentations were a substantial factor in Plaintiff's purchase decision.

15 66. In addition, class-wide reliance can be inferred because Defendant's
16 misrepresentations were material, i.e., a reasonable consumer would consider them important in
17 deciding whether to buy the Mattress Firm Products.

18 67. Defendant's misrepresentations were a substantial factor and proximate cause in
19 causing damages and losses to Plaintiff and the Washington Subclass.

20 68. Plaintiff and the Washington Subclass were injured as a direct and proximate
21 result of Defendant's conduct because (a) they would not have purchased the Products if they
22 had known the truth, and/or (b) they overpaid for the Products because the Products were sold at
23 a price premium due to the misrepresentation.

24 69. Defendant's acts or omissions are injurious to the public interest because these
25 practices were committed in the course of Defendant's business and were committed repeatedly
26 before and after Plaintiff purchased Defendant's Product. They are part of a pattern of unfair and
27

1 deceptive advertisements. These actions have injured other persons, and, if continued, have the
2 capacity to injure additional persons.

3 70. For the claims under the Washington Consumer Protection Act, Plaintiff seeks all
4 available relief, including injunctive relief, actual damages, treble damages (up to \$25,000 per
5 violation), and attorneys' fees and costs pursuant to RCW § 19.86.090.

6 **COUNT II**
7 **Breach of Contract**
8 **(On Behalf of Plaintiff and the Nationwide Class)**

9 71. Plaintiff re-alleges and incorporates by reference every allegation set forth in the
10 preceding paragraphs as though alleged in this Count.

11 72. Plaintiff brings this claim individually and on behalf of the Nationwide Class.

12 73. Plaintiff and Class Members entered into contracts with Defendant when they
13 placed orders to purchase Products on Defendant's Website.

14 74. The contracts provided that Plaintiff and Class Members would pay Defendant for
15 the Products ordered. The contracts further required that Defendant provide Plaintiff and Class
16 Members with Products that have a market value equal to the reference prices displayed on the
17 Website. They also required that Defendant provide Plaintiff and Class Members with the
18 discount advertised on the Website and listed in the receipt. These were specific and material
19 terms of the contract.

20 75. Plaintiff and Class Members paid Defendant for the Products they ordered, and
21 satisfied all other conditions of their contracts.

22 76. Defendant breached the contracts with Plaintiff and Class Members by failing to
23 provide Products that had a market value equal to the reference price displayed on its Website,
24 and by failing to provide the promised discount. Defendant did not provide the discount that
25 Defendant had promised.

26 77. Plaintiff provided Defendant with notice of these breaches of contract.
27

1 78. As a direct and proximate result of Defendant's breaches, Plaintiff and Class
2 Members were deprived of the benefit of their bargained-for exchange, and have suffered
3 damages in an amount to be established at trial.

4 79. For the breach of contract claims, Plaintiff seeks all damages available including
5 expectation damages and/or damages measured by the price premium charged to Plaintiff and the
6 Nationwide Class as a result of Defendant's unlawful conduct.

7 **COUNT III**
8 **Breach of Express Warranty**
9 **(On Behalf of Plaintiff and the Nationwide Class)**

10 80. Plaintiff re-alleges and incorporates by reference every allegation set forth in the
11 preceding paragraphs as though alleged in this Count.

12 81. Plaintiff brings this claim individually and on behalf of the Nationwide Class.

13 82. Defendant, as the marketer, distributor, supplier, and/or seller of Mattress Firm
14 Products, issued material, written warranties by advertising that the Products had a prevailing
15 market value equal to the reference price displayed on Defendant's Website. This was an
16 affirmation of fact about the Products (i.e., a representation of their market value) and a promise
17 relating to the goods.

18 83. This warranty was part of the basis of the bargain and Plaintiff and members of
19 the Nationwide Class relied on this warranty.

20 84. In fact, the stated market value was not the market value. Thus, the warranty was
21 breached.

22 85. Plaintiff provided Defendant with notice of this breach of warranty.

23 86. Plaintiff and the Nationwide Class members were injured as a direct and
24 proximate result of Defendant's breach, and this breach was a substantial factor in causing harm,
25 because (a) they would not have purchased the Products if they had known that the warranties
26 were false, (b) they overpaid for the Products because the Products were sold at a price premium
27 due to the warranties, and/or (c) they did not receive the Products as warranted that they were
promised.

1 87. For the breach of express warranty claims, Plaintiff seeks all damages available
2 including expectation damages and/or damages measured by the price premium charged to
3 Plaintiff and the Nationwide Class as a result of Defendant's unlawful conduct.

4 **COUNT IV**

5 **Fraud / Intentional Misrepresentation**
6 **(On Behalf of Plaintiff and the Nationwide Class)**

7 88. Plaintiff re-alleges and incorporates by reference every allegation set forth in the
8 preceding paragraphs as though alleged in this Count.

9 89. Plaintiff brings this claim individually and on behalf of the Nationwide Class.

10 90. Defendant made false or misleading statements of fact concerning the existence of
11 and the amounts of price reductions because, as explained herein, (a) the false reference prices
12 advertised in connection with products offered on the Website misled and continue to mislead
13 customers into believing the products were previously offered for sale and/or sold on the Website
14 at the higher reference prices on a regular basis for a reasonably substantial period of time, and
15 (b) Defendant falsely represents the products as on sale for limited time when in truth a new
16 substantially equivalent sale is promptly instituted after the expiration of an existing sale.

17 91. In addition, Defendant had a duty to conspicuously disclose the truth about its
18 pricing deception, including that the reference prices advertised on the Website were not prices
19 at which Defendant's items were listed or sold on the Website in the recent past on a regular
20 basis for a reasonably substantial period of time, and in truth, Defendant's products are typically
21 not offered or sold on the Website at the advertised reference prices. Defendant also failed to
22 disclose that the expiration of any given sale would be followed by a substantially equivalent
23 sale. Reasonable consumers were likely to be deceived by Defendant's failure to disclose
24 material information.

25 92. Defendant knew that its representations were false when made, or at the very
26 least, were made recklessly and without regard for their truth. Defendant knew that the items
27 Plaintiff and the Class purchased had rarely, if ever, been offered or sold on the Website at the
substantially higher reference price in the recent past.

1 93. Defendant's representations were made with the intent that Plaintiff and the Class
2 rely on the false representations and spend money they otherwise would not have spent, purchase
3 items they otherwise would not have purchased, and/or spend more money for an item than they
4 otherwise would have absent the deceptive marketing scheme.

5 94. Plaintiff and the Class reasonably relied on Defendant's representations. Absent
6 Defendant's misrepresentations, Plaintiff and the Class would not have purchased the items they
7 purchased from Defendant, or, at the very least, they would not have paid as much for the items
8 as they ultimately did. Plaintiff and the Class's reliance was a substantial factor in causing them
9 harm.

10 95. As a direct and proximate result of the above, Plaintiff and the Class have
11 suffered damages in an amount to be proven at trial.

12 96. Plaintiff and the Class are also entitled to punitive or exemplary damages.
13 Defendant, through its senior executives and officers, undertook the illegal acts intentionally or
14 with conscious disregard of the rights of Plaintiff and the Class, and did so with fraud, malice,
15 and/or oppression.

16 **COUNT V**
17 **Negligent Misrepresentation**
18 **(On Behalf of Plaintiff and the Nationwide Class)**

19 97. Plaintiff re-alleges and incorporates by reference every allegation set forth in the
20 preceding paragraphs as though alleged in this Count.

21 98. Plaintiff brings this claim individually and on behalf of the Nationwide Class.

22 99. Defendant made false or misleading statements of fact concerning the existence of
23 and the amounts of price reductions because, as explained herein, (a) the false reference prices
24 advertised in connection with products offered on the Website misled and continue to mislead
25 customers into believing the products were previously offered for sale and/or sold on the Website
26 at the higher reference prices on a regular basis for a reasonably substantial period of time, and
27 (b) Defendant falsely represents the products as on sale for limited time when in truth a new
substantially equivalent sale is promptly instituted after the expiration of an existing sale.

1 100. Defendant had a duty to conspicuously disclose the truth about its pricing
2 deception, including that (1) the reference prices advertised and published on the Website were
3 not prices at which Defendant's items had been offered and/or sold on the Website in the recent
4 past on a regular basis for a reasonably substantial period of time, (2) Defendant's products
5 rarely (if ever) were offered or sold anywhere at the advertised reference prices on a regular basis
6 for a reasonably substantial period of time, and (3) the expiration of any given sale would be
7 followed by a substantially equivalent sale.

8 101. Defendant knew or should have known that its representations were false when
9 made. Defendant knew that the items Plaintiff and the Class purchased had rarely, if ever, been
10 offered or sold on the Website at the substantially higher reference price in the recent past.
11 Defendant knew its sales were falsely advertised as being of limited duration.

12 102. Defendant had no good faith or reasonable basis to believe that its representations
13 were true when made.

14 103. Defendant's representations were made with the intent that Plaintiff and the Class
15 rely on the false representations and spend money they otherwise would not have spent, purchase
16 items they otherwise would not have purchased, and/or spend more money for an item than they
17 otherwise would have absent the deceptive marketing scheme.

18 104. Plaintiff and the Class reasonably relied on Defendant's representations. Absent
19 Defendant's misrepresentations, Plaintiff and the Class would not have purchased the items they
20 purchased from Defendant, or, at the very least, they would not have paid as much for the items
21 as they ultimately did. Plaintiff and the Class's reliance was a substantial factor in causing them
22 harm.

23 105. As a direct and proximate result of the above, Plaintiff and the Class have
24 suffered damages in an amount to be proven at trial.

COUNT VI
Unjust Enrichment / Quasi-Contract
(On Behalf of Plaintiff and the Nationwide Class)

106. Plaintiff re-alleges and incorporates by reference every allegation set forth in the preceding paragraphs as though alleged in this Count.

107. Plaintiff brings this claim individually and on behalf of the Nationwide Class, in the alternative to his remaining claims.

108. By its wrongful acts and omissions, Defendant was unjustly enriched at the expense of and to the detriment of Plaintiff and the Class and/or while Plaintiff and the Class were unjustly deprived. Defendant's unlawful and deceptive pricing scheme induced Plaintiff and the Class to spend money they otherwise would not have spent, purchase items they otherwise would not have purchased, and/or spend more money for a product than they otherwise would have absent the deceptive advertising.

109. Plaintiff and members of the Class also conferred a monetary benefit on Defendant in the form of Defendant's profits generated by the deceptive marketing scheme. Defendant profited from inappropriately and artificially inflated prices.

110. On behalf of the Class, Plaintiff seeks restitution from Defendant and an order disgorging all payments and profits obtained by Defendant from Plaintiff and the Class.

111. Plaintiff and the Class seek this equitable remedy because their legal remedies are inadequate. An unjust enrichment theory provides the equitable disgorgement of profits even where an individual has not suffered a corresponding loss in the form of money damages.

PRAYER FOR RELIEF

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

a. Certification of this case as a class action on behalf of the proposed Classes and any subclasses defined above, appointment of Plaintiff as Class representative, and appointment of his counsel as Class Counsel;

1 b. For an order declaring Defendant’s conduct violates the statutes referenced
2 herein;

3 c. For an order finding in favor of Plaintiff and the Classes on all counts asserted
4 herein;

5 d. For actual, expectation, reliance, compensatory, statutory, and/or punitive
6 damages in amounts to be determined by the Court and/or jury;

7 e. For treble damages as permitted under the Washington Consumer Protection Act,
8 RCW § 19.86.090;

9 f. For prejudgment interest on all amounts awarded;

10 g. For an award to Plaintiff and the proposed Classes of restitution and/or other
11 equitable relief, including, without limitation, restitutionary disgorgement of all profits
12 Defendant obtained as a result of its unlawful, unfair, and fraudulent business practices;

13 h. For injunctive relief ordering Defendant to cease the false advertising and unfair
14 business practices complained of herein;

15 i. For an order awarding Plaintiff and the Classes their reasonable attorneys’ fees,
16 expenses, and costs of suit; and

17 j. For such further relief that the Court may deem just and proper.

18 **DEMAND FOR TRIAL BY JURY**

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

21 RESPECTFULLY SUBMITTED AND DATED this 23rd day of April, 2026.

22 NICK MAJOR LAW PLLC

23 By: /s/ Nicholas R. Major

24 Nicholas R. Major, WSBA No. 49579

25 E-mail: nick@nickmajorlaw.com

26 450 Alaskan Way S, Suite 200

27 Seattle, Washington 98104

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Counsel for Plaintiff

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
JOHN SANTIAGO
(b) County of Residence of First Listed Plaintiff Pierce
(c) Attorneys (Firm Name, Address, and Telephone Number)
Nick Major Law PLLC, 450 Alaska Way S #200, Seattle, WA 98104, 206-410-5688

DEFENDANTS
MATTRESS FIRM, INC.
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State [X] 1 [] 1
Citizen of Another State [] 2 [X] 2
Citizen or Subject of a Foreign Country [] 3 [] 3
Incorporated or Principal Place of Business In This State [] 4 [] 4
Incorporated and Principal Place of Business In Another State [] 5 [] 5
Foreign Nation [] 6 [] 6

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

Table with 5 columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes like 110 Insurance, 210 Land Condemnation, 440 Other Civil Rights, 625 Drug Related Seizure, etc.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(d)
Brief description of cause:
Class action arising from deceptive pricing / false reference price advertising

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

VIII. RELATED CASE(S) IF ANY (See instructions):
JUDGE DOCKET NUMBER

DATE: Apr 23, 2026
SIGNATURE OF ATTORNEY OF RECORD: /s/ Nicholas R. Major

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

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

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

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

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

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: