

ZIMMERMAN REED LLP

Ryan J. Ellersick (SBN 357560)
Finnuala K. Tessier (*pro hac vice*)
6420 Wilshire Blvd., Suite 1080
Los Angeles, CA 90048
Tel (877) 500-8780
Fax (877) 500-8781
ryan.ellersick@zimmreed.com
finnuala.tessier@zimmreed.com

JENNINGS & EARLEY PLLC

Tyler B. Ewigleben (*pro hac vice*)
500 President Clinton Avenue, Suite 110
Little Rock, AR 72201
Tel (501) 255-8569
tyler@jefirm.com

Attorneys for Plaintiff and the Putative Classes

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

NANCY SAMBERG, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

WHITESTONE HOME FURNISHINGS,
LLC d/b/a SAATVA

Defendant.

Case No. 3:25-cv-10767-JSC

**SECOND AMENDED COMPLAINT
CLASS ACTION**

JURY TRIAL DEMANDED

INTRODUCTION

1. Defendant Whitestone Home Furnishings, LLC d/b/a Saatva (“Defendant” or “Saatva”) sells mattresses through its website, www.saatva.com (the “Website”). On its Website, Defendant markets its mattresses as “Made in the U.S.A.,” “Crafted in the U.S.A.,” “Crafted in America,” “crafted in the U.S. when you order it,” “made to order and assembled in the U.S.,” “produced to the highest standard of American craftsmanship,” and “manufactured for you in America.”¹ In television ads,

¹ <https://truthinadvertising.org/articles/saatva/>;
<https://web.archive.org/web/20231125002614/https://www.saatva.com/mattresses/saatva-classic> (dated November 25, 2023).

1 Saatva similarly claims that its mattresses are “handcrafted and assembled in American factories.”²

2 These are unqualified “Made in USA” advertisements.

3 2. Saatva also places a physical label on its mattress products displaying an American flag
4 and stating, “Made in America.”

5 3. The effect of Defendant’s unqualified Made in USA marketing claims is to cause
6 reasonable consumers to believe that Defendant sells mattresses that are produced in the United States
7 using domestic materials.

8 4. Saatva uses these Made in USA claims to emphasize the quality of its mattresses,
9 positioning itself as unique among competitors in the industry because its mattresses are “Made in the
10 U.S.A.” and “Crafted in America.”

11 5. In fact, Saatva mattresses are not made in the USA. As Saatva itself acknowledges in the
12 fine print on its Website, all its mattresses are made from “globally sourced materials.”³ In a recent blog
13 post on its Website, Saatva admitted that its mattress prices would increase because of tariffs on foreign
14 raw materials used to manufacture the mattresses. Saatva acknowledged that, while it uses “mostly US-
15 sourced materials,” “some of the raw materials [it] use[s] may be subject to price increases,” due to the
16 tariffs.⁴

17 6. Saatva is able to charge a price premium on its mattresses because of its Made in USA
18 advertising.

19 7. Reasonable consumers understand that Made in USA advertising—such as claims that
20 Saatva’s mattresses are “Made in the U.S.A.” or “Crafted in America”—means that all or virtually all
21 of a product and its component parts are made in the United States.⁵

22 8. Plaintiff reasonably relied on Defendant’s deceptive Made in USA advertising when
23 purchasing a mattress from Saatva. Had Plaintiff known the truth—that Saatva mattresses are not Made

24 _____
25 ² <https://truthinadvertising.org/articles/saatva/>; <https://www.facebook.com/saatva/videos/saatva-classic-mattress/1723373661679465/> (dated September 9, 2025).

26 ³ <https://www.saatva.com/> (“Crafted in America with uncompromising quality”)

27 ⁴ <https://www.saatva.com/blog/mattress-tariffs/>

28 ⁵ See Jef I. Richards, Patricia Huddleston, Anastasia G. Kononova, Juan Mundel, Anna & R. McAlister, Saleem Alhabash, “*Made in USA*” Deception, *Whats Your Perception?*, 31 J.L. Bus. & Eth. 28, 48 (2025) (“[C]onsumers believe MUSA labels to mean that a product is assembled in the USA of entirely USA-made parts, even if a few of those parts use foreign-origin raw materials.”)

1 in the USA but include a substantial proportion of “globally sourced materials”—she would not have
2 purchased the mattress or would have paid less for it. As a result, Plaintiff was deceived and suffered
3 economic injury.

4 9. Plaintiff brings this lawsuit on behalf of herself and classes of similarly situated
5 individuals to recover restitution and damages for Defendant’s false and misleading advertising, and to
6 seek an injunction to stop Saatva from continuing its false and misleading Made in USA advertising.

7 10. Plaintiff asserts the following claims: (I) violation of Cal. Bus. & Prof. Code § 17533.7;
8 (II) violation of California’s Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et seq.*;
9 (III) violation of California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500, *et seq.*;
10 and (IV) violation of California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200,
11 *et seq.*; and breach of contract.

12 PARTIES

13 15. Plaintiff Nancy Samberg is a natural person who resides and intends to remain in El
14 Granada, California. At all relevant times, Plaintiff Samberg was a citizen of California and resident of
15 San Mateo County.

16 16. Defendant Whitestone Home Furnishings LLC d/b/a Saatva is a Delaware limited
17 liability company with its principal place of business at 19-02 Whitestone Expressway, 201, Whitestone,
18 NY 11357. Saatva primarily sells its mattresses directly to consumers through the Website, although
19 Saatva has some “viewing rooms” around the country where consumers can see the mattresses before
20 purchasing online. Saatva is a portfolio company of TZP Group, a private equity fund.⁶ In 2021, Saatva
21 had approximately \$421 million in revenue.⁷

22 JURISDICTION AND VENUE

23 17. This Court has subject matter jurisdiction over this action under 28 U.S.C.
24 § 1332(d) because this is a class action wherein the amount in controversy exceeds the sum or value of
25 \$5,000,000, exclusive of interest and costs, there are more than 100 members in the proposed classes,
26 and at least one member of the classes is a citizen of a state different from Defendant.

27 _____
28 ⁶ <https://www.tzpgroup.com/portfolio/saatva>

⁷ <https://americanbuildersquarterly.com/2022/chad-lundeen-saatva/>

1 18. This Court has personal jurisdiction over Defendant because Defendant purposely
 2 availed itself of the benefits of the forum and because a substantial portion of the events giving rise to
 3 this complaint occurred in this District. Defendant does business in California. Defendant advertises and
 4 sells its merchandise in California, and Defendant serves a market for its mattresses in California.
 5 Defendant has sold its mattresses to California consumers through the Website.

6 19. Venue is proper under 28 U.S.C. §§ 1391(b)(2) because a substantial part of the events,
 7 omissions, and acts giving rise to the claims herein occurred in this District. Plaintiff Samberg resides
 8 and purchased Defendant's mattress in this District.

9 DIVISIONAL ASSIGNMENT

10 20. Pursuant to Civil L.R. 3-2(c), this matter should be assigned to the San Francisco
 11 Division because a substantial part of the events or omissions giving rise to the claims occurred in San
 12 Mateo County, where Plaintiff resides.

13 FACTUAL ALLEGATIONS

14 **A. Saatva Deceptively Labeled and Advertises its Mattresses as Made in the USA.**

15 21. "U.S. consumers' demand for 'Made in America' products is robust."⁸ In a recent survey,
 16 "Nearly two-thirds of U.S. consumers said they routinely sought out 'Made in America' products over
 17 the past year."⁹ Consumers are also often willing to pay more for products that are made in America.¹⁰

18 22. Survey results also show that the preference for American-made products persists despite
 19 inflationary pressures. A 2022 survey of approximately 2,000 U.S. adults found that "[a]s challenging
 20 as inflation is, nearly three-quarters (72%) of respondents [said] they seek out American-made products
 21 very often or somewhat often."¹¹ The survey also revealed that "many [consumers] are willing to pay a
 22 premium for domestically made goods: Nearly half (48%) say they'd be willing to pay around 10–20%
 23 more; 17% say they'd be willing to pay ~30% more for an American-made product over an imported
 24 one."¹²

25 _____
 26 ⁸ <https://pro.morningconsult.com/analyst-reports/made-in-america-reshoring-consumer-goods>

⁹ *Id.*

¹⁰ *Id.*

27 ¹¹ <https://www.retailbrew.com/stories/2022/07/28/consumers-will-pay-more-for-american-made-products-but-inflation-takes-a-toll-poll>

28 ¹² *Id.*

1 23. Given the value consumers place on Made in USA claims, California law makes it
2 unlawful for a company to advertise merchandise using phrases such as, “‘Made in U.S.A.,’ ‘Made in
3 America,’ ‘U.S.A.,’ *or similar words*, if the merchandise or *any article, unit, or part thereof*, has been
4 entirely or substantially made, manufactured, or produced outside of the United States.” Cal. Bus. &
5 Prof. Code § 17533.7 (emphasis added).

6 24. Saatva’s claims that its mattresses are “Made in the U.S.A.,” “Crafted in the U.S.A.,”
7 “Crafted in America,” “crafted in the U.S. when you order it,” “made to order and assembled in the
8 U.S.,” “produced to the highest standard of American craftsmanship,” and “manufactured for you in
9 America,” all incorporate the phrase “U.S.A.” or “similar” phrasing to convey that the mattresses are
10 Made in the USA. Because the materials for its mattresses are “substantially made, manufactured, or
11 produced outside of the United States,” Saatva’s advertising violates California law.

12 25. Similarly, the Federal Trade Commission (“FTC”) has a regulation that governs Made in
13 USA advertising. *See* 16 C.F.R. § 323 *et seq.* That regulation defines Made in USA advertising broadly
14 to include “any unqualified representation, express or implied, that a product or service, or a specified
15 component thereof, is of U.S. origin, including, but not limited to, a representation that such product or
16 service is ‘made,’ ‘manufactured,’ ‘built,’ ‘produced,’ ‘created,’ or ‘*crafted*’ in the United States or in
17 America, or any other unqualified U.S.-origin claim.” 16 C.F.R. § 323.1(a) (emphasis added). The FTC
18 regulation prohibits labeling “any product as Made in the United States unless the final assembly or
19 processing of the product occurs in the United States, all significant processing that goes into the product
20 occurs in the United States, and *all or virtually all ingredients or components of the product are made*
21 *and sourced in the United States.*” 16 C.F.R. § 323.2 (emphasis added).

22 26. FTC guidance also makes clear that, for Made in USA claims to comply with the law,
23 “all or virtually all ingredients or components of the product [must be] made and sourced in the United
24 States. That is, the product should contain no — or negligible — foreign content.” *See* FTC, “Complying
25 with the Made in USA Standard,” July 2, 2024, *available at* [https://www.ftc.gov/business-](https://www.ftc.gov/business-guidance/resources/complying-made-usa-standard)
26 [guidance/resources/complying-made-usa-standard](https://www.ftc.gov/business-guidance/resources/complying-made-usa-standard) (last visited December 15, 2025) (hereinafter “FTC
27 Guidance”). Because Saatva’s mattresses are composed of “globally sourced materials,” that are not “all
28

1 or virtually all . . . made and sourced in the United States,” Defendant’s Made in USA advertising
2 violates FTC regulations.

3 27. The independent consumer-protection organization Truth in Advertising (TINA.org) has
4 documented Saatva’s extensive “Made in U.S.A.”-style advertising, identifying at least five recurring
5 slogans Saatva uses across its homepage, product pages, Google search results, and television
6 commercials: that its mattresses are “Crafted in America,” “handcrafted to order in the U.S.,” “produced
7 to the highest standard of American craftsmanship,” “Crafted in the U.S.A.,” and “manufactured for you
8 in America.”¹³ In response to TINA.org’s inquiry, a Saatva spokesperson confirmed: “Saatva’s
9 mattresses are assembled in the United States using materials sourced from both the United States and
10 elsewhere.”¹⁴ Saatva’s own customer help center likewise admits, in answer to the question “Where are
11 Saatva mattresses made?”: “Our Saatva mattresses are crafted and assembled in American factories
12 using domestic and internationally sourced materials.”¹⁵

13 **B. When Plaintiff Bought Her Mattress, Saatva Advertised it as “Made in the USA”**

14 28. A blogpost on Saatva’s website explains to consumers how to tell if a mattress is made
15 in America.¹⁶ Saatva stated that “[m]ost companies will be transparent about their production methods
16 if their mattresses are manufactured in America. If you don’t see it stated unambiguously on their
17 website, it’s likely that the mattress isn’t made in the US.”¹⁷ All Saatva mattresses, the company states,
18 are “crafted and assembled in our US factories” and “manufactured in America.”¹⁸

19 29. In November 2023, when Plaintiff used the Saatva Website to shop for and purchase a
20 Saatva Classic Mattress, Saatva’s website stated unambiguously that its mattresses were Made in
21 America. At the time Plaintiff purchased her mattress, the product page for the Saatva Classic mattress
22
23

24 ¹³ Truth in Advertising, *Saatva*, <https://truthinadvertising.org/articles/saatva/> (dated December 11,
25 2025).

26 ¹⁴ *Id.* (quoting Saatva spokesperson statement).

27 ¹⁵ Saatva, *Where are Saatva mattresses made?*, Customer Help Center,
28 <https://saatvahelp.saatva.com/hc/en-us/articles/360041302194-Where-are-Saatva-mattresses-made>
(last updated July 26, 2024).

¹⁶ <https://www.saatva.com/blog/how-are-saatva-mattresses-made/> (last accessed March 2, 2026).

¹⁷ *Id.*

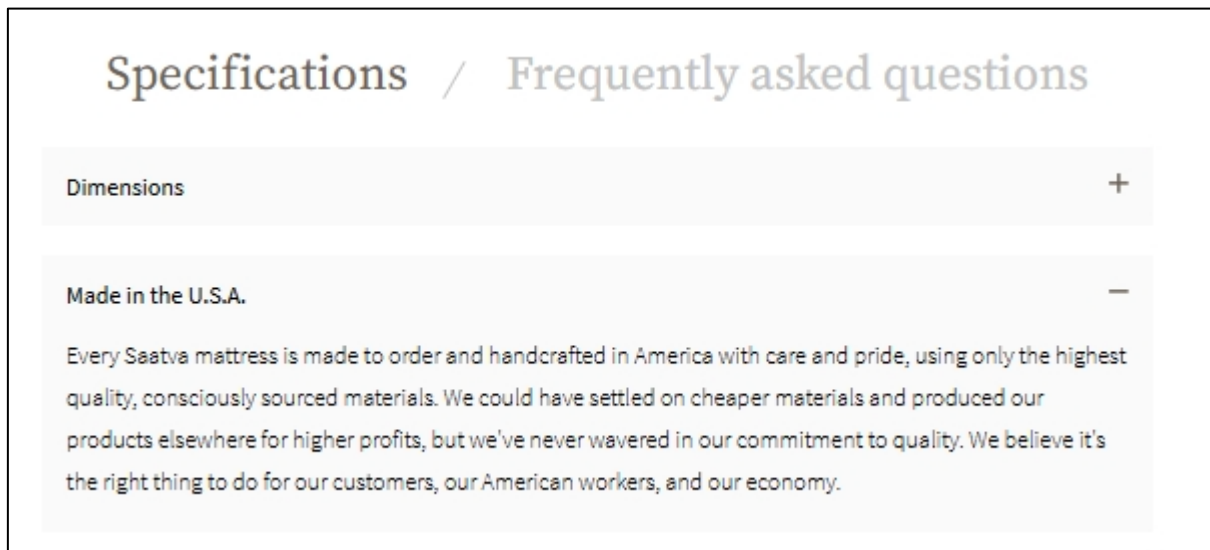
¹⁸ *Id.*

1 stated under “Specifications” that all mattresses were “Made in the U.S.A.”¹⁹ The phrase “Made in the
 2 U.S.A.” reflected in **Figure 1** appeared on the “specifications” page for each mattress sold on the
 3 Website.²⁰ Thus, the Made in USA labeling and advertising was the same for all mattresses sold on the
 4 Website. Saatva has included the “Made in America” information in its product page specifications since
 5 at least July 2022.²¹



6
7
8
9
10
Figure 1: “Made in the U.S.A.” (November 2023)

11 30. Clicking on the “+” button next to the phrase “Made in the U.S.A.” revealed the further
 12 information that “[e]very Saatva mattress is made to order and handcrafted in America with care and
 13 pride, using only the highest quality, consciously sourced materials.”²²



14
15
16
17
18
19
20
21
22
Figure 2: “consciously sourced materials” (November 2023)

23
24
¹⁹ <https://web.archive.org/web/20231125002614/https://www.saatva.com/mattresses/saatva-classic> (dated November 25, 2023).

²⁰ *See, e.g.*, <https://web.archive.org/web/20231130215004/https://www.saatva.com/mattresses/saatva-hd> (dated November 30, 2023).

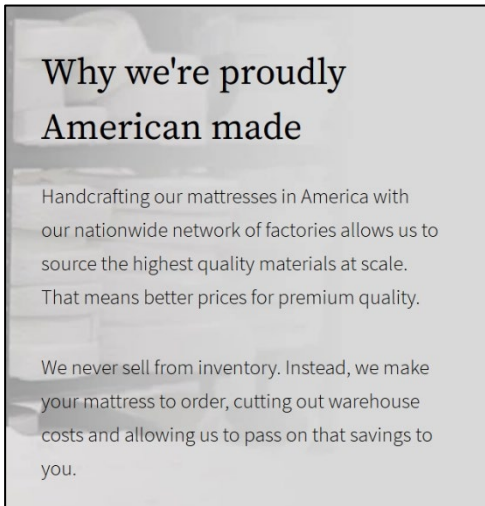
²¹ <https://web.archive.org/web/20220701011806/https://www.saatva.com/mattresses/saatva-classic> (dated July 1, 2022); <https://web.archive.org/web/20230528002016/https://www.saatva.com/mattresses/saatva-classic> (dated May 28, 2023).

²² *Id.*

1 31. In addition, in November 2023, Saatva’s Website boasted a “Made in America” subpage
2 which stated that Saatva “Mattresses are Made in the U.S.A.”; that “[e]very Saatva mattress is proudly
3 handcrafted to order right here in the U.S. using only the highest quality, consciously sourced materials”;
4 that Saatva mattresses are “proudly American made” and “[t]he best mattresses made in the U.S.A.”²³
5 Saatva’s “Made in America” subpage was present on its Website since at least October 2020.²⁴



6
7
8
9
10
11 **Figure 3: “Mattresses Made in the U.S.A.” (November 2023)**



12
13
14
15
16
17
18
19
20
21 **Figure 4: “Proudly American Made” (November 2023)**

22
23
24
25
26 ²³ <https://web.archive.org/web/20231104221245/https://www.saatva.com/made-in-america> (dated November 4, 2023)

27 ²⁴ <https://web.archive.org/web/20201021212642/https://www.saatva.com/made-in-america> (dated October 21, 2020); <https://web.archive.org/web/20220123055110/https://www.saatva.com/made-in-america> (dated January 23, 2022).

1

2

3

4

5

6

7

8

9

The best mattresses made in the U.S.A.

- Our mattresses are expertly "bench built" by the best craftspeople in the country.
- We happily say no to foreign manufacturers who ask to build our mattresses, even though building them overseas would mean higher profits.
- We source all of our eco-friendly foams and over 85% of our other materials in the U.S.A.

10 **Figure 5: "Best Mattress Made in the U.S.A." (November 2023)**

11 32. Just a few months before Plaintiff purchased her mattress, Saatva ran television
12 advertisements for a Fourth of July sale advertising "hand-crafted American-made mattresses."²⁵



26 **Figure 6: "Handcrafted American-made mattresses" (July 2023)**

27

28 ²⁵ <https://web.archive.org/web/20240430210210/https://www.saatva.com/mattresses/saatva-hd>

1 33. Saatva also made similar “Made in U.S.A.”-equivalent representations
 2 contemporaneously with Plaintiff’s November 2023 purchase. On November 17, 2023—within days of
 3 Plaintiff’s purchase—Saatva and its flagship manufacturing partner, Bedding Industries of America,
 4 jointly issued a press release stating that “[a]ll of Saatva’s handcrafted, eco-friendly mattresses are made
 5 to order in the USA with premium materials that meet the highest health and environmental safety
 6 standards.”²⁶ The same release confirmed that Bedding Industries of America has been “Saatva’s
 7 flagship manufacturing partner since [Saatva’s] inception in 2010,” and that Saatva acquired Bedding
 8 Industries of America in November 2023—the same month as Plaintiff’s purchase.²⁷

9 34. In addition to the website and television advertisements described above, Saatva also
 10 placed a physical label on its mattress that reads “Made in America” and prominently displays an
 11 American flag. The image below depicts the label on the mattress that Plaintiff purchased.



20 *Figure 7: Saatva Made In America Label (November 2023)*

21 35. The placement of this label on the mattress (the merchandise) satisfies the provisions of
 22 California Business & Professions Code § 17533.7(a), which provides:

23 It is unlawful for any person, firm, corporation or association to sell or offer for sale in
 24 this state any merchandise **on which merchandise** or on its container there appears the
 25 words “Made in U.S.A.,” “Made in America,” “U.S.A.,” or similar words if the

26 ²⁶ Press Release, *Dresner Partners Advised Bedding Industries of America on Its Merger With Saatva*,
 27 GlobeNewswire (Nov. 17, 2023), [https://www.globenewswire.com/news-
 28 release/2023/11/17/2782686/0/en/Dresner-Partners-Advised-Bedding-Industries-of-America-on-Its-
 Merger-With-Saatva.html](https://www.globenewswire.com/news-release/2023/11/17/2782686/0/en/Dresner-Partners-Advised-Bedding-Industries-of-America-on-Its-Merger-With-Saatva.html).

²⁷*Id.*

merchandise or any article, unit, or part thereof, has been entirely or substantially made, manufactured, or produced outside of the United States.” (emphasis added).

C. Saatva Has Since Changed Its Labeling and Advertising But Still Represents That its Products Are “Made” and “Crafted” in America

36. At some point around June 2024, Saatva changed its website product pages, such that the Specifications on each product page stated that mattresses were “Crafted in the U.S.A.” instead of “Made in the “U.S.A.”²⁸ By clicking through this “Crafted in the U.S.A.” label, a consumer would see fine print explaining that by “Crafted in the U.S.A.”, Saatva meant that the mattress was “assemble[d]” in America using “globally sourced materials.”²⁹ The phrase “Crafted in the U.S.A.” reflected in *Figure 6* appeared on the “specifications” page for each mattress sold on the Website.³⁰ Thus, at the time, the labeling and advertising was the same for all mattresses sold on the Website.



Figure 8: “Crafted in the U.S.A.” (July 2024)

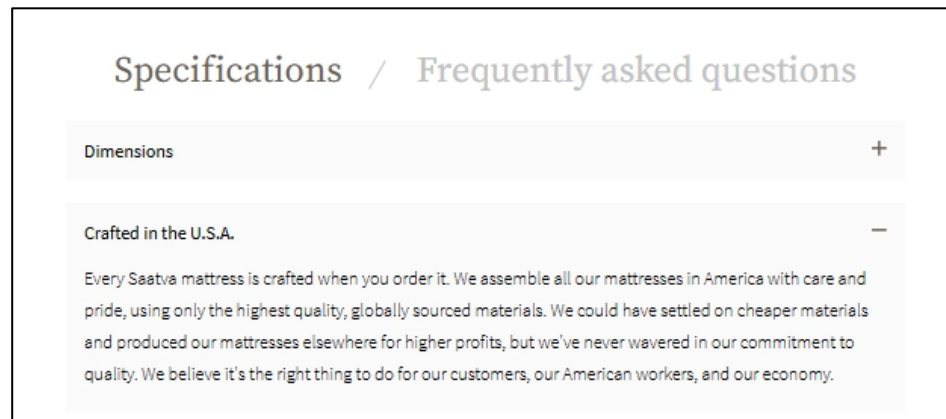


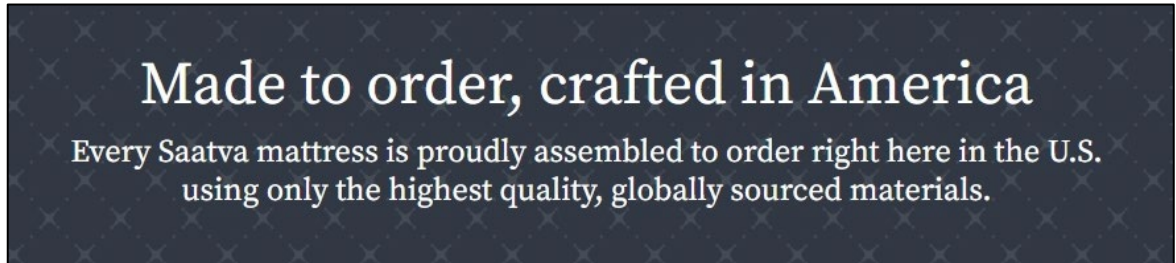
Figure 9: “globally sourced materials” (July 2024)

²⁸ Compare <https://web.archive.org/web/20240531223844/https://www.saatva.com/mattresses/saatva-classic> (dated May 31, 2024) with <https://web.archive.org/web/20240701012100/https://www.saatva.com/mattresses/saatva-classic> (dated July 1, 2024).

²⁹ <https://web.archive.org/web/20240701012100/https://www.saatva.com/mattresses/saatva-classic> (dated July 1, 2024).

³⁰ See, e.g., <https://web.archive.org/web/20240630194532/https://www.saatva.com/mattresses/saatva-hd> (dated June 30, 2024).

1 37. Saatva retained its “Made in America” subpage as late as August 2024, but changed the
2 page to state that Saatva mattresses are “Made to order, crafted in America” and that Saatva “source[s]
3 the highest quality materials from around the globe at scale.”³¹



4
5
6
7
8
9 ***Figure 10: “Made to order, Crafted in America” (August 2024)***



10
11
12
13
14
15
16
17
18 ***Figure 11: “around the globe” (August 2024)***

19
20
21
22
23
24
25
26
27
28 ³¹ <https://web.archive.org/web/20240802224124/https://www.saatva.com/made-in-america> (dated August 2, 2024).

1 38. By September 2024, the “Made in America” subpage had been removed and replaced
2 with a “Crafted in America” subpage.³²

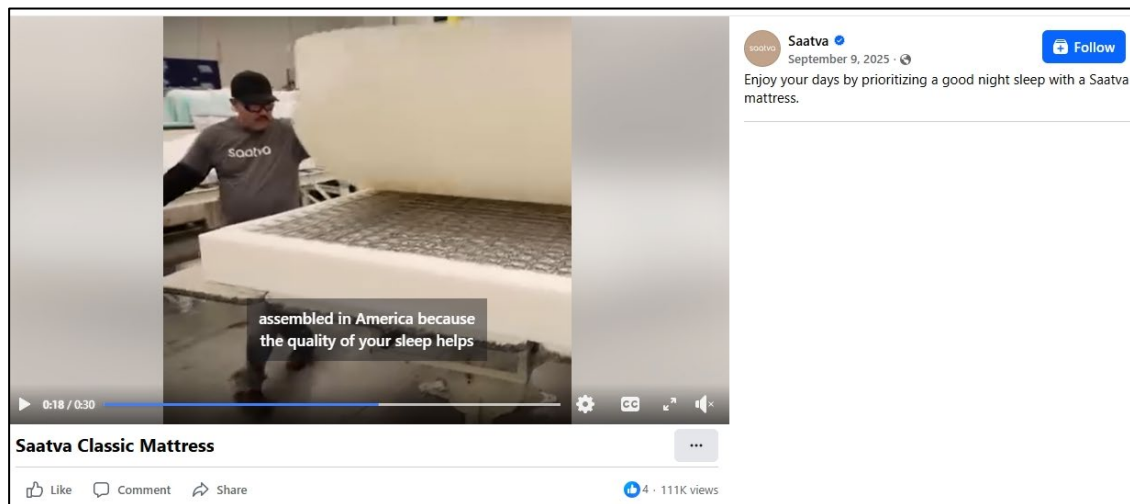
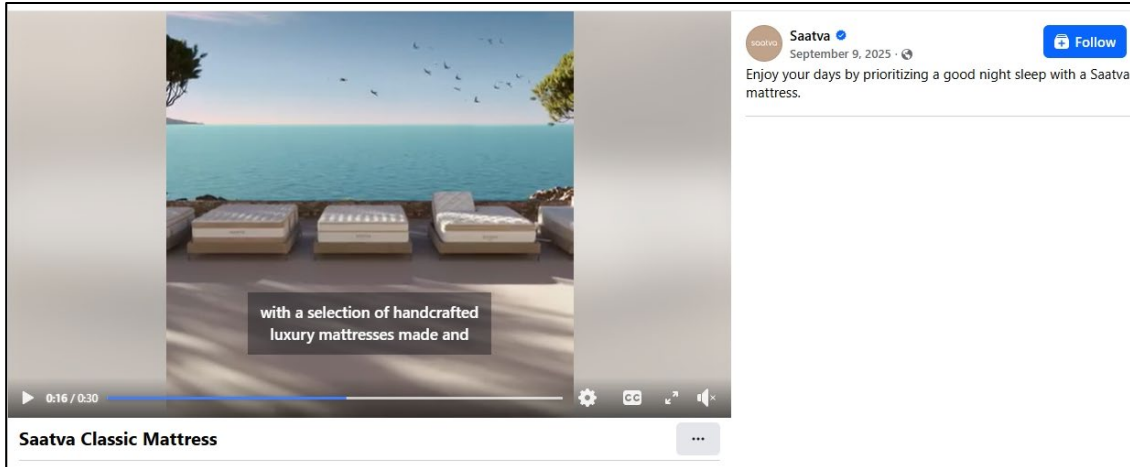


3
4
5
6
7
8
9
10 **Figure 12: “redirected Made in America page” (September 2024)**

11 39. Nonetheless, a year later, in September 2025, Saatva continued to represent in video
12 advertisements that its products were “made and handcrafted in America.”³³

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27 ³² <https://web.archive.org/web/20240905163103/https://www.saatva.com/made-in-america> (dated September 5, 2024).

28 ³³ <https://www.facebook.com/saatva/videos/saatva-classic-mattress/1723373661679465/> (dated September 9, 2025).



17 **Figure 13: “made and handcrafted in America” (September 2025)**

18 40. In December 2025, when Plaintiff filed her initial complaint, all of Saatva’s product
19 pages used the “Crafted in the U.S.A.” language in **Figure 6**.³⁴ Thus, the labeling and advertising was
20 the same for all mattresses sold on the Website.

21 41. In late February 2026, after Plaintiff filed her original complaint, Saatva changed its
22 product labeling again. On or about February 22, 2026, the “Specifications” section of each Saatva
23

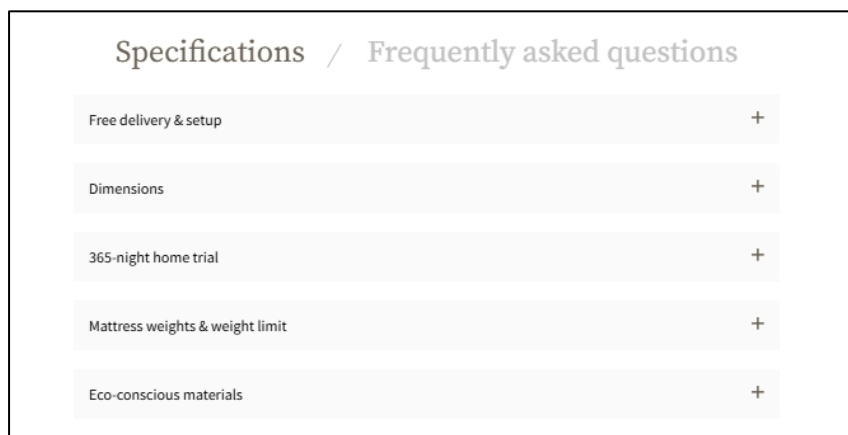
24
25
26
27 ³⁴ See, e.g., <https://web.archive.org/web/20251130233747/https://www.saatva.com/mattresses/saatva-classic/>
(dated November 30, 2025);
28 <https://web.archive.org/web/20231130215004/https://www.saatva.com/mattresses/saatva-hd> (dated December
2, 2025).

1 product retained the “Crafted in the U.S.A.” language in **Figure 6**.³⁵ On February 25, 2026, the
 2 “Specifications” section stated that each mattress was “Assembled in the U.S.A.”³⁶



9 **Figure 14: “Assembled in the U.S.A.” (February 25, 2026)**

10 42. The next day, February 26, 2026, the “Specifications” section no longer made any
 11 representations about where the mattress was “made,” “crafted,” or “assembled.”³⁷



20 **Figure 15: “Specifications” (February 26, 2026)**

21 43. Saatva continues to represent, however, that its products are “Crafted in America.” On
 22 the bottom of the current Saatva Classic product page, Saatva states that its mattresses are “Crafted in
 23 America with uncompromising quality.”³⁸ And on Saatva’s current Website, the “Crafted in America”
 24 page redirects to a “Quality Materials” page, which states that each mattress is “produced to the highest

25 ³⁵ <https://web.archive.org/web/20260222161008/https://www.saatva.com/mattresses/saatva-classic> (dated
 February 22, 2026).

26 ³⁶ <https://web.archive.org/web/20260225082859/https://www.saatva.com/mattresses/saatva-classic> (dated
 February 25, 2026).

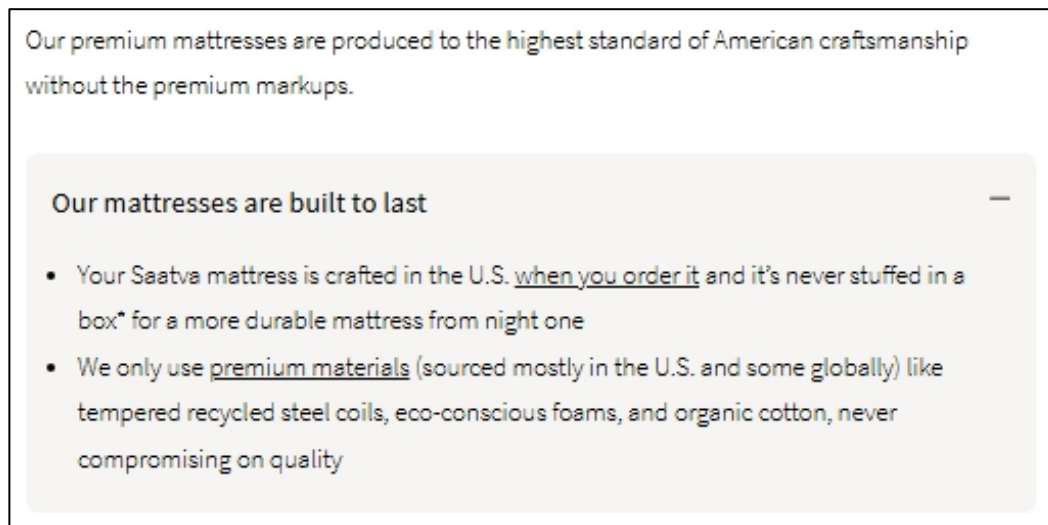
27 ³⁷ <https://web.archive.org/web/20260226121152/https://www.saatva.com/mattresses/saatva-classic> (dated
 February 26, 2026).

28 ³⁸ <https://www.saatva.com/saatva-classic> (last accessed March 2, 2026).

1 standard of American craftsmanship” and “crafted in the U.S. when you order it.”³⁹ In addition, many
 2 of Saatva’s previous “Made in U.S.A.” statements and advertisements remain on Saatva’s website or
 3 social media pages.⁴⁰



4
5
6
7
8 **Figure 16: “Crafted in America” (March 2, 2026)**



9
10
11
12
13
14
15
16
17 **Figure 17: “Crafted in the U.S. when you order it” (March 2, 2026)**

18 **D. Saatva’s Mattresses are Made of Materials Produced Outside the United States.**

19
20 44. Despite years of prominent Made in USA labeling and advertising, Saatva acknowledges
 21 that its mattresses are, in fact, made from foreign-sourced materials.

22 45. In the “Made in America” subpage extant at the time Plaintiff purchased her mattress,
 23 Saatva stated in fine print that some of its materials were sourced from outside the United States.⁴¹ And
 24 between about July 2024 and February 2026, Saatva stated in fine print on its product pages that by

25 ³⁹ <https://www.saatva.com/crafted-in-america> (last accessed March 2, 2026); <https://www.saatva.com/quality-materials> (last accessed March 2, 2026).

26 ⁴⁰ See, e.g., <https://www.saatva.com/blog/how-are-saatva-mattresses-made/> (last accessed March 2, 2026);
 27 <https://www.facebook.com/saatva/videos/saatva-classic-mattress/1723373661679465/> (dated September 9,
 2025).

28 ⁴¹ <https://web.archive.org/web/20231104221245/https://www.saatva.com/made-in-america> (dated November 4,
 2023).

1 “Crafted in the U.S.A.,” it meant that the mattresses were “assemble[d]” in America using components
2 from around the world. *See Figure 9.*

3 46. On its current Website, Saatva states that “[e]very Saatva luxury mattress is made to
4 order and assembled in the U.S. with the highest quality, *globally-sourced materials.*”⁴² On the Green
5 Initiatives page of the current Website, Saatva likewise states, “Our mattresses are assembled in the U.S.
6 with the best *globally sourced materials.*”⁴³ On a page of the current Website emphasizing the superior
7 quality of Saatva mattresses, Saatva states, “Assembling our mattresses in America with our nationwide
8 network of factories allows us to source the highest quality materials from *around the globe at scale.*”⁴⁴

9 47. Saatva’s dependence on foreign materials to produce its mattresses is not *de minimis*. On
10 the “Made in America” subpage extant when Plaintiff purchased her mattress, Saatva stated in fine print
11 that, “[w]e source all of our eco-friendly foams and over 85% of our other materials in the U.S.A.”⁴⁵
12 The roughly 15% of “other materials” that are sourced outside the United States constitute a sufficiently
13 large portion of the wholesale value of Saatva’s mattresses that Saatva warned customers that it may
14 have to raise prices due to new tariffs on foreign goods.

15 *Saatva’s price increases as a response to global tariffs indicate that its mattresses contain*
16 *substantial globally sourced materials.*

17 48. On April 2, 2025, President Trump signed an executive order imposing a 10% tariff on
18 all countries, effective April 5, 2025.⁴⁶ Saatva immediately used the potential price increases associated
19 with the tariffs to run a “Beat the Tariffs” sale campaign, offering prospective Saatva consumers 15%
20 off.⁴⁷ At the time, the standard retail price of a Queen Saatva Classic 11.5 inch mattress in “Luxury
21 Firm” was \$2,099.⁴⁸

22
23 ⁴² <https://www.saatva.com/> (last accessed February 27, 2026) (“in America with uncompromising quality”) (emphasis added).

24 ⁴³ <https://www.saatva.com/green-initiatives> (last accessed February 27, 2026) (emphasis added)

25 ⁴⁴ <https://www.saatva.com/pricing> (last accessed February 27, 2026) (emphasis added).

26 ⁴⁵ <https://web.archive.org/web/20231104221245/https://www.saatva.com/made-in-america> (dated November 4, 2023)

27 ⁴⁶ <https://kpmg.com/us/en/taxnewsflash/news/2025/04/white-house-announces-10-percent-tariff-all-countries.html>

28 ⁴⁷ <https://web.archive.org/web/20250410132524/https://www.saatva.com/mattresses/saatva-classic> (dated April 10, 2025).

⁴⁸ *Id.*



Figure 18: “Don’t Wait, Beat Tariff Increases!”

49. In an April 10, 2025 article describing the “Beat the Tariffs” sale, Saatva’s “director of public relations Shari Ajayi said that even though Saatva manufactures mattresses in the United States, ‘certain components — such as wire, hardware, and some specialty fabrics — are sourced from international partners, including Canada.’”⁴⁹ According to the article, Ajayi added, “Like many American manufacturers, we depend on a global supply chain.”⁵⁰ Ajayi went on to say, “While our goal is always to maintain price stability for our customers, we are proactively encouraging shoppers to take advantage of current pricing,” noting that “future increases may be necessary depending on how trade developments unfold.”⁵¹

50. In another article discussing the tariff-related sale in April 2025, “Ajayi said some components — such as latex harvested from rubber trees and fabrics used in upholstered frames — are sourced internationally, including Canada, making the company vulnerable to tariff shifts.”⁵² In addition, Saatva’s dependence is so significant that, according to Ajayi, the company was “vulnerable to tariff shifts.”⁵³ At that time, Canadian products were subject to a 25% tariff.⁵⁴

51. In an April 22, 2025 post in the customer service portion of its Website, Saatva stated that it was “proud to handcraft and assemble our mattresses in our American factories using *mostly* U.S.-sourced materials,” but that “due to new tariffs on global trade, some of the globally-sourced raw

⁴⁹ <https://nymag.com/strategist/article/saatva-beat-tariff-increases-sale-2025.html>

⁵⁰ *Id.*

⁵¹ *Id.*

⁵² <https://www.modernretail.co/marketing/more-brands-turn-to-tariff-sales-to-drive-demand-before-prices-increase/>

⁵³ *Id.*

⁵⁴ <https://www.blakes.com/insights/us-canada-tariffs-timeline-of-key-dates-and-documents/>;
<https://www.canada.ca/en/departement-finance/programmes/international-trade-finance-policy/canadas-response-us-tariffs/complete-list-us-products-subject-to-counter-tariffs.html>

1 materials we use may be subject to price increases.” Saatva stated that “[t]hese changes may soon affect
2 the cost of some products, but Saatva is dedicated to minimizing the impact on our customers.”⁵⁵

3 52. A few months later, in a blogpost on August 13, 2025, Saatva warned that its mattress
4 prices would increase because of tariffs on foreign raw materials used to manufacture the mattresses.
5 Saatva stated that “the impact of tariffs will likely not be felt” by companies “that mainly source their
6 mattress components domestically,” but that “[e]ven mattresses that are ‘assembled in the USA’ can be
7 impacted if they rely on imported materials like memory foam or steel coils.”⁵⁶ In particular,
8 “[i]nnerspring mattresses could see price hikes in the 10%-20% range if they use imported steel for
9 coils.”⁵⁷ Saatva further stated that it was one of the companies that could be affected because “some of
10 the raw materials we use may be subject to price increases.”⁵⁸

11 53. Saatva did later increase its price for the Queen Saatva Classic 11.5 inch mattress in
12 “Luxury Firm” from \$2,099 in April 2025 to \$2,179 in February 2026—\$80, slightly less than 4%.⁵⁹
13 Similarly, during that same time period, the retail price for the Saatva HD mattress increased from
14 \$3,295 to \$3,445—\$150, or about 4.5%.⁶⁰ In 2025, the average effective tariff rate was around 7.7%.⁶¹
15 Mattress manufacturers are widely reported to have one of the highest profit margins in retail goods—
16 with mattresses marked up more than 100% from their wholesale price to retail price.⁶² Thus, the
17 wholesale value of the Queen Saatva Classic 11.5 inch mattress in “Luxury Firm” before tariffs was
18 likely approximately \$1,050. Assuming that \$80 price increase represented Saatva’s entire increased
19 tariffs costs (despite its promise to minimize tariff effects on consumers), and an average 50% tariff on
20

21 ⁵⁵ <https://saatvahelp.saatva.com/hc/en-us/articles/31294298450071-How-Recent-Tariffs-Impact-Mattress-Prices-Saatva-s-Commitment-to-Luxury-Quality-and-Value> (last accessed February 27, 2026).

22 ⁵⁶ <https://www.saatva.com/blog/mattress-tariffs/>

23 ⁵⁷ *Id.*

24 ⁵⁸ *Id.*

25 ⁵⁹ *Compare* <https://web.archive.org/web/20250410132524/https://www.saatva.com/mattresses/saatva-classic>
26 (dated April 10, 2025) *and* <https://www.saatva.com/mattresses/saatva-classic> (last accessed March 2, 2026).

27 ⁶⁰ *Compare* <https://web.archive.org/web/20240430210210/https://www.saatva.com/mattresses/saatva-hd> (April
28 30, 2024) with <https://web.archive.org/web/20260102084358/https://www.saatva.com/mattresses/saatva-hd>
(dated January 2, 2026).

⁶¹ <https://taxfoundation.org/research/all/federal/trump-tariffs-trade-war/#:~:text=While%20the%2010%20percent%20Section,net%20tax%20revenue%20in%202025.>

⁶² *See, e.g.,* Mattress Profit Margin & Manufacturing Profitability Guide 2025, available at
<https://infinitymattressmachinery.com/info-detail/mattress-profit-margin-manufacturing-profitability-guide-2025.>

1 those products (far higher than the 10% tariffs announced in April 2025 or the 7.7% average effective
2 tariff rate in place in 2025), that would mean Saatva’s foreign inputs cost about \$160 before tariffs, or
3 about 15% of the wholesale value of its mattresses—roughly consistent with Saatva’s own admissions
4 that, aside from foam, approximately 15% of its inputs are foreign.⁶³ If, in line with its pledge to
5 “minimiz[e] the impact on our customers,”⁶⁴ Saatva absorbed some of the tariff increases, or if the tariffs
6 on Saatva’s imported goods were less than 50% (as they were for the vast majority of foreign inputs),
7 then the value of foreign imports would be even more than 15% of the wholesale value of Saatva’s
8 mattresses.

9 *Saatva’s mattress components confirm that they contain substantially globally sourced*
10 *materials.*

11 54. Plaintiff purchased a Saatva Classic mattress from Saatva’s website in November 2023.
12 The Saatva Classic is a luxury innerspring mattress sold in two heights (11.5" and 14.5") and three
13 firmness levels (Plush Soft, Luxury Firm, and Firm), all sharing the same internal construction.⁶⁵

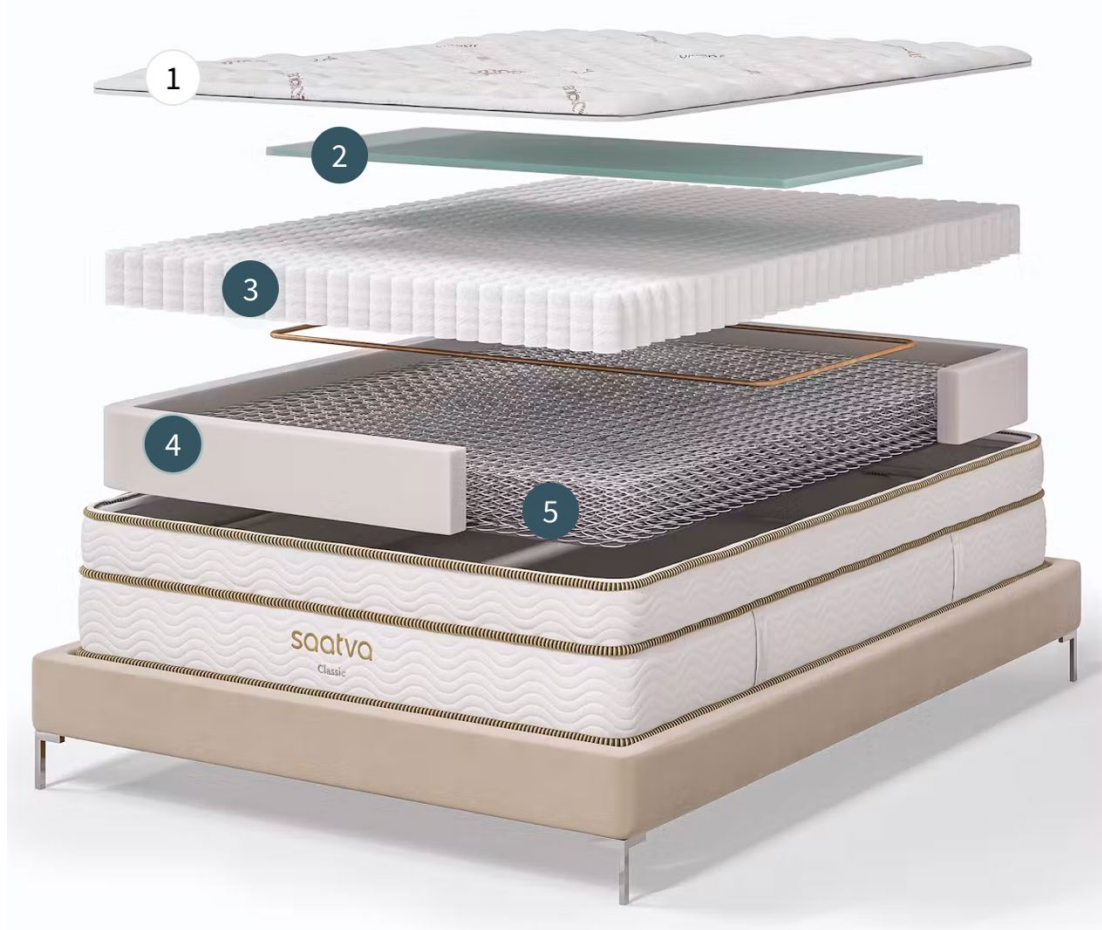
14 55. According to Saatva, the Saatva Classic mattress contains five (5) layers of materials.⁶⁶

15
16
17
18
19
20
21
22
23
24
25
26 ⁶³ <https://web.archive.org/web/20231104221245/https://www.saatva.com/made-in-america> (dated November 4,
2023).

27 ⁶⁴ [https://saatvahelp.saatva.com/hc/en-us/articles/31294298450071-How-Recent-Tariffs-Impact-Mattress-](https://saatvahelp.saatva.com/hc/en-us/articles/31294298450071-How-Recent-Tariffs-Impact-Mattress-Prices-Saatva-s-Commitment-to-Luxury-Quality-and-Value)
28 [Prices-Saatva-s-Commitment-to-Luxury-Quality-and-Value](https://saatvahelp.saatva.com/hc/en-us/articles/31294298450071-How-Recent-Tariffs-Impact-Mattress-Prices-Saatva-s-Commitment-to-Luxury-Quality-and-Value) (last accessed February 27, 2026).

⁶⁵ <https://www.saatva.com/mattresses/saatva-classic> (last visited May 28, 2026).

⁶⁶ *Id.*



16 **Figure 19: Saatva Classic Composition**

17 56. The first layer is the “Breathable cushioned pillow top,” which includes a 3” Euro pillow
18 top with Lumbar Zone Quilting. The cover is made of a “soft, breathable blend that includes organic
19 cotton to promote cooler, healthier sleep.”⁶⁷

20 57. The second layer is the “Patented Lumbar Zone Active Spinal Wire” that includes a “1/2”
21 gel-infused memory foam lumbar crown.”⁶⁸ This second layer covers only in the middle third of the
22 mattress, not the entire mattress.⁶⁹

23 58. The third layer includes “884 Lumbar Zone individually wrapped coils” that are “made
24 from 14.5-gauge recycled steel.”⁷⁰

25
26
27 ⁶⁷ *Id.*

⁶⁸ *Id.*

⁶⁹ <https://www.mattressnut.com/what-is-saatva-lumbar-zone/> (last accessed May 28, 2026).

⁷⁰ <https://www.saatva.com/mattresses/saatva-classic> (last visited May 28, 2026).

59. The fourth layer is a “high-density foam rail.” This foam rail encircles the second layer of coils; it does not cover the entire mattress, but rather provides “edge support.”⁷¹

60. Finally, the fifth layer consists of the second layer of coils (called a “dual-coil design” by Saatva), including 416 12-gauge tempered steel coils.

61. At the time that Plaintiff purchased her mattress—November 2023—Saatva’s Classic mattress was made of the same components in the same formulation as today, and Saatva provided an identical description of the product on its website.⁷²

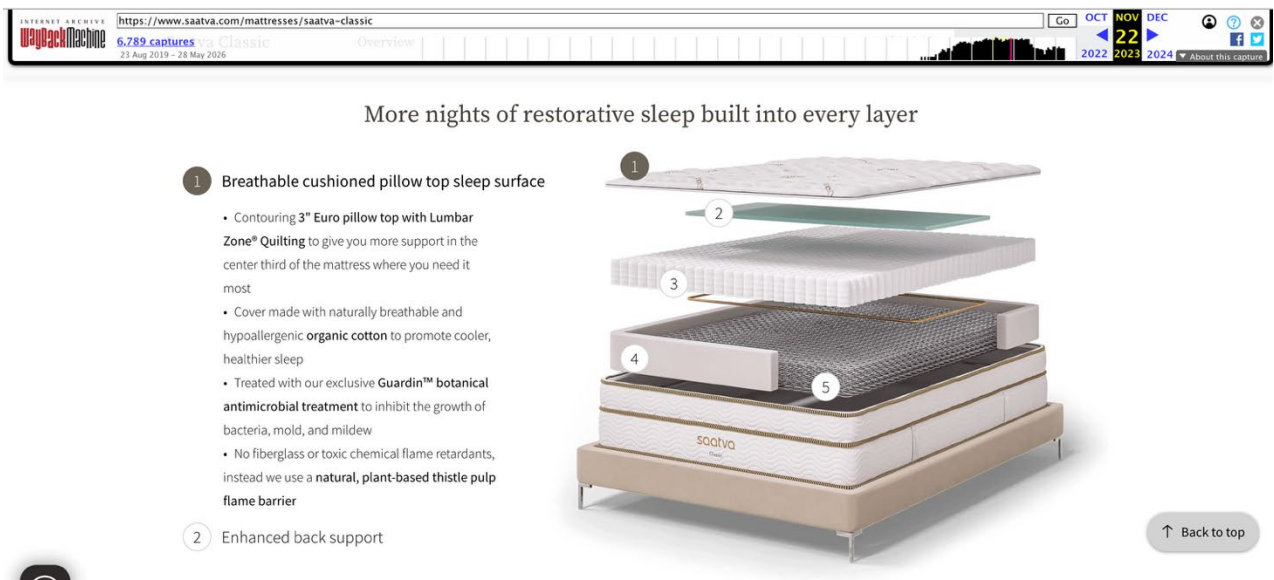


Figure 20: Saatva Classic Composition (November 2023)

62. Saatva represents on its website that the Saatva Classic is constructed using “tempered recycled steel coils, eco-conscious foams, and organic cotton.”⁷³

63. At the time Plaintiff purchased her mattress in November 2023, Saatva’s “Made in America” subpage stated, in fine print, “We source all of our eco-friendly foams and over 85% of our other materials in the U.S.A.”⁷⁴ By Saatva’s own admission, therefore, approximately fifteen percent of

⁷¹ *Id.*

⁷² https://web.archive.org/web/20231122035145/https://www.saatva.com/mattresses/saatva-classic (dated November 22, 2026).

⁷³ https://www.saatva.com/quality-materials (last accessed May 28, 2026).

⁷⁴ https://web.archive.org/web/20231104221245/https://www.saatva.com/made-in-america (dated November 4, 2023).

1 the non-foam materials used in every Saatva Classic mattress sold in November 2023 — including
2 Plaintiff’s — was sourced from outside the United States.

3 64. The “non-foam materials” in the Saatva Classic include, at minimum, the steel used in
4 the coil units, the active spinal wire, the fabric used in the cover and the foam-encasement panels, the
5 cotton in the cover, the thistle-pulp flame barrier, the fibers quilted into the Euro pillow top, and
6 miscellaneous hardware and wire components. That a significant percentage of these materials are
7 foreign sourced is consistent with Saatva’s April 2025 statements that wire, hardware, and specialty
8 fabric are among the components sourced from foreign countries.⁷⁵

9 65. Furthermore, Saatva has not publicly announced, and on information and belief did not
10 make, any material change to the components, sourcing, or construction of the Saatva Classic mattress
11 between November 2023 and the dates of its subsequent admissions concerning foreign sourcing.
12 Independent teardown analyses of Saatva Classic mattresses conducted in 2022 and 2025 confirm the
13 same layered construction — organic cotton cover, Euro pillow top, memory foam lumbar crown,
14 individually wrapped coil unit, and steel coil base — across that period.⁷⁶ The Saatva Classic product
15 page has described the mattress consistently since 2023, including using the same image to show the
16 mattress composition.⁷⁷ And Saatva has not amended or removed a 2021 blogpost explaining how its
17 mattresses are made.⁷⁸

18 *The foreign-sourced components of Plaintiff’s mattress exceeded five percent of the mattress’s*
19 *final wholesale value.*

20 66. Plaintiff purchased a queen-size Saatva Classic 11.5” Luxury Firm mattress in November
21 2023 at Saatva’s then-listed retail price of \$2,099. Applying the industry-standard 100%+ wholesale-to-
22 retail markup, the final wholesale value of Plaintiff’s mattress was no more than approximately \$1,050.

23
24
25 ⁷⁵ <https://nymag.com/strategist/article/saatva-beat-tariff-increases-sale-2025.html> (last accessed May 28, 2026).

26 ⁷⁶ <https://www.mattressclarity.com/reviews/saatva/> (last accessed May 28, 2026) (depicting “[t]he inside of a
27 Saatva Classic, photographed in 2025” and “[t]he inside of a separate Saatva Classic, photographed in 2022”).

28 ⁷⁷ *Compare* <https://www.saatva.com/mattresses/saatva-classic> (last accessed May 28, 2026) *with*
<https://web.archive.org/web/20231122035145/https://www.saatva.com/mattresses/saatva-classic> (dated
November 22, 2026).

⁷⁸ <https://www.saatva.com/blog/how-are-saatva-mattresses-made> (last accessed May 28, 2026).

1 67. Although Saatva markets the Saatva Classic “as both an innerspring and a hybrid, it leans
2 more toward a traditional innerspring since it has less than 2 inches of foam.”⁷⁹ On information and
3 belief, foam constitutes significantly less than half of the Saatva Classic mattress by both volume and
4 cost. Saatva’s contemporaneous “85% of our other materials” statement places the foreign-sourced share
5 of the Saatva Classic’s non-foam materials at approximately fifteen percent. Because the Saatva Classic
6 mattress contains very little foam, with foam comprising well less than half of the mattress, more than
7 5% of the mattress is comprised of foreign components.

8 68. In addition, the primary “hardware” in the mattress is the steel coil unit, which comprises
9 approximately 1,300 individual coils. On information and belief, the steel coil unit represents at least
10 20% of the wholesale value of the Saatva Classic. Saatva has acknowledged that it imports hardware for
11 its mattresses and that innerspring manufacturers using imported coil steel face cost increases of 10%-
12 20% under recently imposed tariffs. Even if only a portion of the coil steel in Plaintiff’s mattress was
13 foreign-sourced, that portion alone is more than sufficient to exceed five percent of the mattress’s final
14 wholesale value.

15 69. Additional foreign-sourced components, including the wire for the spinal wire and the
16 fabric used throughout the mattress, further increase the foreign share of Plaintiff’s mattress’s wholesale
17 value well above the five percent threshold.

18 70. Given this substantial reliance on “globally sourced materials” to assemble its mattresses,
19 Saatva does not meet either safe harbor under California’s Made in USA law. That law permits Made
20 in USA advertising “if all of the articles, units, or parts of the merchandise obtained from outside the
21 United States constitute not more than 5 percent of the final wholesale value of the manufactured
22 product.” Cal. Bus. & Prof. Code § 17533.7(b); *see also id.* § 17533.7(c) (permitting up to 10 percent
23 of the final wholesale value of the manufactured product if “[t]he manufacturer of the merchandise
24 shows that it can neither produce the article, unit, or part within the United States nor obtain the article,
25 unit, or part of the merchandise from a domestic source”). On information and belief, foreign inputs are
26

27 ⁷⁹ Mattress Reviews, Saatva Mattress Review (2026) | Tested by Canadian Engineers, available at
28 <https://www.mattress-reviews.com/mattress-reviews/saatva-mattress-review/> (last accessed May 28,
2026).

1 more than 10% of the wholesale value of Defendant’s mattress, and in any event, Defendant cannot
2 meet its burden to show that it is unable to source the materials for its mattresses from within the United
3 States.

4 **E. Plaintiff was Deceived by Defendant’s Made in USA Advertising.**

5 71. At the time Plaintiff purchased a mattress from the Saatva Website, the Website stated
6 that all mattresses were “Made in the U.S.A.” and that “[e]very Saatva mattress is made to order and
7 handcrafted in America with care and pride, using only the highest quality, consciously sourced
8 materials.”⁸⁰

9 72. Plaintiff saw, relied on, and was deceived by Saatva’s Made in USA advertising. Plaintiff
10 tries to support companies that sell products that are produced in the United States. She will sometimes
11 select products that are made in the United States over competitors, and she is sometimes willing to pay
12 more for products that are made in the United States. In November 2023, while residing in El Granada,
13 California, Plaintiff used the Saatva Website to shop for and purchase a Saatva Classic Mattress. Plaintiff
14 saw and relied on Saatva’s claims on its product page that its mattresses were “Made in the U.S.A.” and
15 understood that the mattress she purchased was not only assembled in the U.S. but was also made from
16 domestically sourced materials. Had Plaintiff known that the mattress was made from foreign-sourced
17 materials, she would not have purchased the mattress or would have paid less for it. As a result of
18 Defendant’s deceptive Made in USA advertising, Plaintiff lost money and suffered economic injury.

19 **CLASS ACTION ALLEGATIONS**

20 73. Plaintiff brings this class action pursuant to Rule 23 of the Federal Rules of Civil
21 Procedure on behalf of the following proposed classes:

22 “California Class”: all persons who, while in the state of California, before February 25, 2026,
23 and within the applicable statute of limitations, purchased a Saatva mattress from the Website
24 for personal, family, or household purposes.

25 “Nationwide Class”: all persons in the United States who, before February 25, 2026, and within
26 the applicable statute of limitations, purchased a Saatva mattress from the Website.

27
28 ⁸⁰ <https://web.archive.org/web/20231125002614/https://www.saatva.com/mattresses/saatva-classic>

1 74. Excluded from each of the Classes are Defendant; officers, directors, and employees of
2 Defendant; any entity in which Defendant has a controlling interest in, are a parent or subsidiary of, or
3 which is otherwise controlled by Defendant; and Defendant’s affiliates, legal representatives, attorneys,
4 heirs, predecessors, successors, and assignees. Also excluded are the Judges and Court personnel in this
5 case and any members of their immediate families.

6 75. Plaintiff reserves the right to modify and/or amend the Class definitions, as necessary.

7 76. All members of the proposed Classes are readily identifiable through Defendant’s
8 records.

9 77. All requirements for class certification under Fed. R. Civ. P. 23(a), 23(b)(2) and 23(b)(3)
10 are satisfied.

11 78. **Numerosity.** The Class Members are so numerous that joinder of all Class Members is
12 impracticable. Plaintiff is informed and believes that the proposed Classes includes tens of thousands or
13 hundreds of thousands of people based on public reports regarding Defendant’s operations and revenue.
14 The precise number of the Class Members is unknown to Plaintiff but may be ascertained from
15 Defendant’s records.

16 79. **Commonality and Predominance.** This action involves common questions of law and
17 fact to the Plaintiff and the Class Members, which predominate over any questions only affecting
18 individual Class Members. These common legal and factual questions include, without limitation:
19 whether Defendant engaged in the course of conduct alleged; whether Defendant used Made in USA
20 advertising and labeling; whether Defendant’s mattresses are made of materials sourced and produced
21 outside of the United States; whether Defendant’s Made in USA advertising is likely to deceive a
22 reasonable consumer; whether Defendant’s Made in USA advertising is material to a reasonable
23 consumer; whether Defendant’s Made in USA advertising violates the laws identified below; whether
24 Plaintiff and the Class members have suffered economic injury as a result of Defendant’s false and/or
25 deceptive practices; and whether Plaintiff and Class members are entitled to actual damages and or other
26 relief.

1 80. Defendant engaged in a common course of conduct giving rise to the claims asserted by
2 Plaintiff on behalf of herself and the Classes. Individual questions, if any, are slight by comparison in
3 both quality and quantity to the common questions that control this action.

4 81. **Typicality.** Plaintiff’s claims are typical of those of other Class Members because, like
5 members of each Class, Plaintiff purchased a mattress from Saatva’s Website. Defendant’s false and
6 deceptive Made in USA advertising impacted all Class Members in a similar manner.

7 82. **Adequacy.** Plaintiff will fairly and adequately represent and protect the interests of the
8 members of the Classes and has retained counsel experienced in complex consumer class action
9 litigation. She intends to prosecute this action vigorously. Plaintiff has no adverse or antagonistic
10 interests to those of the Classes.

11 83. **Superiority.** A class action is superior to all other available methods for the fair and
12 efficient adjudication of this controversy. The damages or other financial detriment suffered by
13 individual Class Members are relatively small compared to the burden and expense that would be
14 entailed by individual litigation of their claims against Defendant. The adjudication of this controversy
15 through a class action will avoid the possibility of inconsistent and potentially conflicting adjudications
16 of the asserted claims. There will be no difficulty in managing this action as a class action, and the
17 disposition of the claims of the Class Members in a single action will provide substantial benefits to all
18 parties and to the Court. Absent a class action, individual consumers like Plaintiff would find the cost
19 of litigating their claims prohibitively high and would have no effective remedy for monetary relief.

20 **LEGAL CLAIMS**

21 **COUNT I**

22 **Violation of Cal. Bus. & Prof. Code § 17533.7**

23 *(On Behalf of Plaintiff and the California Class)*

24 84. Plaintiff re-alleges and incorporates by reference all other paragraphs in the Complaint
25 as if fully set forth herein.

26 85. Under California law, it is unlawful “to sell or offer for sale in [California] any
27 merchandise on which merchandise or on its container there appears the words ‘Made in U.S.A.,’ ‘Made
28 in America,’ ‘U.S.A.’ or similar words if the merchandise or any article, unit, or part thereof, has been

1 entirely or substantially made, manufactured, or produced outside of the United States.” Cal. Bus. &
2 Prof. Code § 17533.7(a).

3 86. Defendant has violated, and continues to violate, this law by selling and offering for sale
4 its mattresses within California that it advertises and labels as made in the United States.

5 87. The safe harbor contained in Cal. Bus. & Prof. Code § 17533.7(b) does not apply. That
6 safe harbor provides that a company may use foreign articles or parts if those foreign articles or parts
7 constitute “not more than 5 percent of the final wholesale value of the manufactured product.” Saatva
8 admits that, aside from “eco-friendly foams,” approximately 15% of its materials are sourced from
9 outside the United States. Indeed, according to Saatva’s director of public relations, Saatva ‘depend[s]
10 on a global supply chain,’ including for “wire, hardware, and some specialty fabrics.” Saatva’s
11 dependence is so significant that the company was “vulnerable to tariff shifts,” although the company
12 pledged to “minimiz[e]” the impact on consumers. Saatva increased its retail prices approximately 4-
13 5% in 2025 and most foreign products faced tariffs of approximately 10-25%. Assuming that Saatva
14 faced tariffs of 50% and passed on the entirety of these increased tariff costs to consumers, that would
15 mean foreign inputs constituted about 15% of the wholesale value of Saatva’s mattresses. Foreign inputs
16 would be even greater if the tariffs were lower, or if Saatva absorbed any of the increased tariff costs.
17 Thus, foreign inputs are more than 5% of the wholesale value of Defendant’s mattresses.

18 88. Similarly, the safe harbor contained in Cal. Bus. & Prof. Code § 17533.7(c) does not
19 apply. That safe harbor provides that companies may source foreign products that constitute up to 10
20 percent of the final wholesale value of the manufactured product if “[t]he manufacturer of the
21 merchandise shows that it can neither produce the article, unit, or part within the United States nor obtain
22 the article, unit, or part of the merchandise from a domestic source.” Foreign inputs are more than 10%
23 of the wholesale value of Defendant’s mattress, and in any event, Defendant cannot meet its burden to
24 show that it is unable to source the materials for its mattresses from within the United States.

25 89. By deceptively marketing its mattresses as Made in the USA, Defendant engaged in
26 conduct likely to mislead reasonable consumers.

1 90. As a direct and proximate result of Defendant’s violations, Plaintiff and the California
2 Class members are entitled to damages and/or restitution of excess monies paid to Defendant relating to
3 the false and deceptive Made in USA representations.

4 **COUNT II**

5 **Violation of California’s Consumer Legal Remedies Act (“CLRA”)**

6 **Cal. Civ. Code § 1750 *et seq.***

7 *(On Behalf of Plaintiff and the California Class)*

8 91. Plaintiff re-alleges and incorporates by reference all other paragraphs in the Complaint
9 as if fully set forth herein.

10 92. Plaintiff and the California Class are “consumers,” as defined by California Civil Code
11 § 1761(d).

12 93. Defendant sells “goods” as defined by California Civil Code § 1761(a).

13 94. Plaintiff and the California Class have engaged in “transactions” with Defendant as
14 defined by California Civil Code § 1761(e).

15 95. As alleged above, Defendant has undertaken unfair or deceptive acts or practices in
16 violation of California’s CLRA, including:

17 a. “Misrepresenting the source, sponsorship, approval, or certification of goods or
18 services,” § 1770(a)(2);

19 b. “Using deceptive representations . . . in connection with goods or services,” §
20 1770(a)(4);

21 c. “Representing that goods or services have . . . characteristics . . . that they do not
22 have,” § 1770(a)(5);

23 d. “Representing that goods or services are of a particular standard, quality, or grade,
24 or that goods are of a particular style or model, if they are of another,” § 1770(a)(7); and

25 e. “Advertising goods or services with intent not to sell them as advertised,” §
26 1770(a)(9).

27 96. Defendant misrepresented to consumers that its mattresses were made in the United
28 States when, in fact, the materials for the mattresses are sourced and produced outside the United States.

1 97. Plaintiff reasonably relied on Defendant’s deceptive, untrue, and misleading advertising.
2 The misleading Made in USA claims were material because a reasonable consumer would consider
3 whether a product was made in the United States an important factor in deciding to purchase the product.
4 The Made in USA claims were a substantial factor in Plaintiff’s decision to purchase Defendant’s
5 mattress.

6 98. Defendant’s violations of the CLRA directly and proximately caused injury in fact and
7 damages to Plaintiff and the California Class. Absent Defendant’s misrepresentations, Plaintiff would
8 not have purchased Defendant’s mattress or would have paid substantially less for it.

9 99. Plaintiff seeks relief for violations of the CLRA in the form of restitution, and/or
10 disgorgement of ill-gotten gains to compensate and to make whole Plaintiff and the California Class.
11 Plaintiff reserves the right to amend the Complaint and seek damages at the appropriate time under Cal.
12 Civ. Code § 1782.

13 100. Plaintiff also seeks injunctive relief in the form of an order enjoining Defendant from
14 continuing to deceptively market its mattresses with unqualified Made in USA claims. Injunctive relief
15 is appropriate because Defendant continues to deceptively market the mattresses as “Crafted in the
16 U.S.A.” and using similar Made in USA phrasing. Plaintiff desires to purchase a mattress in the future,
17 and Plaintiff would buy Defendant’s mattresses if she knew Defendant’s advertising claims were
18 truthful. But given Defendant’s deception with respect to the Made in USA claims, Plaintiff cannot trust
19 Defendant’s advertising claims about the mattresses absent injunctive relief. Injunctive relief is therefore
20 necessary to prevent Defendant from continuing to engage in the unlawful conduct and to prevent future
21 harm to Plaintiff and the California class, which cannot be achieved through available legal remedies.

22 101. Plaintiff also seeks public injunctive relief to protect the general public from Defendant’s
23 conduct. Defendant’s deceptive advertising is ongoing and will continue to harm the public absent a
24 permanent public injunction. Accordingly, Plaintiff seeks a permanent injunction to enjoin Defendant
25 from engaging in the misconduct alleged herein.

26 102. A CLRA venue affidavit pursuant to Cal. Civ. Code §1780(d) is attached as **Exhibit 1**.
27
28

COUNT III

Violation of California’s False Advertising Law (“FAL”),

Bus. & Prof. Code § 17500, *et seq.*

(On Behalf of Plaintiff and the California Class)

103. Plaintiff re-alleges and incorporates by reference all other paragraphs in the Complaint as if fully set forth herein.

104. The False Advertising Law, codified at Cal. Bus. & Prof. Code section 17500, *et seq.*, prohibits “unfair, deceptive, untrue or misleading advertising[.]”

105. The FAL prohibits not only advertising that is false, but also advertising which, although true, is either actually misleading or which has a capacity, likelihood, or tendency to deceive or confuse the public.

106. Defendant violated section 17500 when it advertised and marketed its mattresses through deceptive and misleading representations and omissions disseminated to the public that the mattresses are made in the United States, including by claiming the mattresses are “Made in the U.S.A.,” “Crafted in the U.S.A.” and similar phrasing. In fact, Defendant’s mattresses are not made in the United States.

107. Plaintiff reasonably relied on Defendant’s deceptive, untrue, and misleading advertising. The misleading Made in USA claims were material because a reasonable consumer would consider whether a product was made in the United States an important factor in deciding to purchase the product. The Made in USA claims were a substantial factor in Plaintiff’s decision to purchase Defendant’s mattress.

108. Defendant’s violations of the FAL directly and proximately caused injury in fact and damages to Plaintiff and the California Class. Absent Defendant’s misrepresentations, Plaintiff would not have purchased Defendant’s mattress or would have paid substantially less for it.

109. Plaintiff seeks relief for violations of the FAL in the form of restitution, and/or disgorgement of ill-gotten gains to compensate and make whole Plaintiff and the California Class.

110. Plaintiff also seeks injunctive relief in the form of an order enjoining Defendant from continuing to deceptively market its mattresses with unqualified Made in USA claims. Injunctive relief is appropriate because Defendant continues to deceptively market the mattresses as “Crafted in the

1 U.S.A.” and similar Made in USA phrasing. Plaintiff desires to purchase a mattress in the future, and
2 Plaintiff would buy Defendant’s mattresses if she knew Defendant’s advertising claims were truthful.
3 But given Defendant’s deception with respect to the Made in USA claims, Plaintiff cannot trust
4 Defendant’s advertising claims about the mattresses absent injunctive relief. Injunctive relief is therefore
5 necessary to prevent Defendant from continuing to engage in the unlawful conduct and to prevent future
6 harm to Plaintiff and the California class, which cannot be achieved through available legal remedies.

7 111. Plaintiff also seeks public injunctive relief to protect the general public from Defendant’s
8 conduct. Defendant’s deceptive advertising is ongoing and will continue to harm the public absent a
9 permanent public injunction. Accordingly, Plaintiff seeks a permanent injunction to enjoin Defendant
10 from engaging in the misconduct alleged herein.

11 **COUNT IV**

12 **Violation of the California Unfair Competition Law**

13 **Cal. Bus. & Prof. Code § 17200, *et seq.***

14 *(On Behalf of Plaintiff and the California Class)*

15 112. Plaintiff re-alleges and incorporates by reference all other paragraphs in the Complaint
16 as if fully set forth herein.

17 113. The California Unfair Competition Law (“UCL”) prohibits, inter alia, “any unlawful,
18 unfair, or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising.”⁸¹

19 114. Plaintiff, California Class Members, and Defendant are each a “person” under Cal. Bus.
20 & Prof. Code § 17201.

21 115. The acts, omissions, and conduct of Defendant as alleged herein constitute “business
22 practices” within the meaning of the UCL.

23 116. Plaintiff and California Class Members bring their claims for injunctive relief as they
24 have no confidence that Defendants have altered their practices. They have an interest in ensuring that
25 false Made in USA advertising is stopped to serve as a deterrent to other companies and to ensure that
26 they can rely on Made in USA advertising as accurate.

27
28

⁸¹ CAL. BUS. & PROF. CODE §§ 17200, 17203–04, 17206.

1 117. **Unlawful prong:** Defendant engaged in unlawful business practices by violating the
2 CLRA, FAL, and the FTC Act (including the FTC’s Made in USA regulations) as alleged above.

3 118. **Fraudulent prong:** As alleged above, Defendant’s Made in USA advertising involved
4 unfair, deceptive, and misleading advertising that is likely to deceive members of the public.

5 119. **Unfair prong:** Defendant’s conduct is unfair because Defendant’s representations and
6 omissions regarding its mattresses are illegal, immoral, unscrupulous, and substantially injurious to
7 consumers, and the negative impact on consumers outweighs any reasons, justifications, or motives for
8 Defendant’s conduct. The harm to consumers greatly outweighs the public utility of Defendant’s
9 conduct. As determined by both the federal government (on a bipartisan basis) and the California
10 legislature, there is zero public utility to companies falsely advertising their products as made in the
11 United States when in fact they are not. The practice only harms consumers and American
12 manufacturers. Defendant’s practice is therefore also immoral, unethical, oppressive, unscrupulous, or
13 substantially injurious to consumers. Plaintiff and the California Class could not have reasonably
14 avoided their injury.

15 120. Plaintiff reasonably relied on Defendant’s deceptive, untrue, and misleading advertising.
16 The misleading Made in USA claims were material because a reasonable consumer would consider
17 whether a product was made in the United States an important factor in deciding to purchase the product.
18 The Made in USA claims were a substantial factor in Plaintiff’s decision to purchase Defendant’s
19 mattress.

20 121. Defendant’s violations of the UCL directly and proximately caused injury in fact and
21 damages to Plaintiff and the California Class. Absent Defendant’s misrepresentations, Plaintiff would
22 not have purchased Defendant’s mattress or would have paid substantially less for it.

23 122. Plaintiff seeks relief for violations of the UCL in the form of restitution, and/or
24 disgorgement of ill-gotten gains to compensate and make whole Plaintiff and the California Class.

25 123. Plaintiff also seeks injunctive relief in the form of an order enjoining Defendant from
26 continuing to deceptively market its mattresses with unqualified Made in USA claims. Injunctive relief
27 is appropriate because Defendant continues to deceptively market the mattresses as “Crafted in the
28 U.S.A.” and similar Made in USA phrasing. Plaintiff desires to purchase a mattress in the future, and

1 Plaintiff would buy Defendant's mattresses if she knew Defendant's advertising claims were truthful.
2 But given Defendant's deception with respect to the Made in USA claims, Plaintiff cannot trust
3 Defendant's advertising claims about the mattresses absent injunctive relief. Injunctive relief is therefore
4 necessary to prevent Defendant from continuing to engage in the unlawful conduct and to prevent future
5 harm to Plaintiff and the California class, which cannot be achieved through available legal remedies.

6 124. Plaintiff also seeks public injunctive relief to protect the general public from Defendant's
7 conduct. Defendant's deceptive advertising is ongoing and will continue to harm the public absent a
8 permanent public injunction. Accordingly, Plaintiff seeks a permanent injunction to enjoin Defendant
9 from engaging in the misconduct alleged herein.

10 **COUNT V**

11 **Breach of Contract**

12 *(On Behalf of Plaintiff and the Nationwide Class)*

13 125. Plaintiff re-alleges and incorporates by reference all other paragraphs in the Complaint
14 as if fully set forth herein.

15 126. Plaintiff brings this cause of action on behalf of herself and the Nationwide Class. In the
16 alternative, Plaintiff brings this cause of action on behalf of herself and the California Class.

17 127. Plaintiff and the Class Members entered into contracts with Defendant when they placed
18 orders to purchase Products on Defendant's Website. These contracts were formed at the time Plaintiff
19 and the Class accepted Defendant's offer to sell mattresses based on Defendant's material
20 representations and placed orders on the Website. The contracts were memorialized in order
21 confirmations that were sent to purchasers.

22 128. The contracts provided that Plaintiff and Class Members would pay Defendant for the
23 mattresses ordered.

24 129. The contracts further required that Defendant provide Plaintiff and the Class with
25 mattresses that were Made in the USA consistent with California and federal law and Defendant's
26 representations on the Website. These were specific and material terms of the contracts.

- 1 i. Awarding Plaintiff and the Class Members reasonable attorneys' fees, costs, and
2 expenses pursuant to Cal. Code Civ. P § 1021.5, Cal. Civ. Code § 1780(e), and/or
3 other applicable law; and
4 j. Granting such other relief as the Court deems just and proper.

5 **DEMAND FOR JURY TRIAL**

6 Plaintiff, on behalf of herself and the Classes, demands a trial by jury of any and all issues in this
7 action so triable of right.

8 Respectfully submitted,

9 **ZIMMERMAN REED LLP**

10 Dated: June 12, 2026

11 /s/ Ryan Ellersick
12 Ryan J. Ellersick (SBN 357560)
13 Finnuala Tessier (*pro hac vice*)
14 6420 Wilshire Blvd., Suite 1080
15 Los Angeles, CA 90048
16 Tel (877) 500-8780
17 Fax (877) 500-8781
18 ryan.ellersick@zimmreed.com
19 finnuala.tessier@zimmreed.com

20 Tyler B. Ewigleben (*pro hac vice*)
21 **JENNINGS & EARLEY PLLC**
22 500 President Clinton Avenue, Suite 110
23 Little Rock, Arkansas 72201
24 Telephone: (501) 372-1300
25 Tyler@jefirm.com

26 *Attorneys for Plaintiff and the Putative Classes*

1 **ZIMMERMAN REED LLP**
2 Ryan J. Ellersick (SBN 357560)
3 Finnuala K. Tessier (pro hac vice)
4 6420 Wilshire Blvd., Suite 1080
5 Los Angeles, CA 90048
6 Tel (877) 500-8780
7 Fax (877) 500-8781
8 ryan.ellersick@zimmreed.com

9 **ZIMMERMAN REED LLP**
10 Zain A. Shirazi (SBN 302841)
11 1100 IDS Center
12 80 South 8th Street
13 Minneapolis, MN 55402
14 Tel (612) 341-0400
15 Fax (612) 341-0844
16 zain.shirazi@zimmreed.com

17 **JENNINGS & EARLEY PLLC**
18 Tyler B. Ewigleben (pro hac vice)
19 500 President Clinton Avenue, Suite 110
20 Little Rock, AR 72201
21 Tel (501) 255-8569
22 tyler@jefirm.com

23 *Attorneys for Plaintiff and the Putative Classes*

24 **UNITED STATES DISTRICT COURT**
25 **NORTHERN DISTRICT OF CALIFORNIA**
26 **SAN FRANCISCO DIVISION**

27 NANCY SAMBERG, individually and on
28 behalf of all others similarly situated,

Plaintiff,

v.

WHITESTONE HOME FURNISHINGS,
LLC d/b/a SAATVA

Defendant.

Case No. 3:25-cv-10767-JSC

**FIRSTSECOND AMENDED
COMPLAINT
CLASS ACTION**

JURY TRIAL DEMANDED

Formatted: Highlight

Formatted: Line spacing: single

Formatted Table

Formatted: Level 1, Line spacing: Exactly 24 pt, Keep with next, Keep lines together

INTRODUCTION

Formatted: None, Line spacing: single, Don't keep with next, Don't keep lines together

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. Defendant Whitestone Home Furnishings, LLC d/b/a Saatva (“Defendant” or “Saatva”) sells mattresses through its website, www.saatva.com (the “Website”). On its Website, Defendant markets its mattresses as “Made in the U.S.A.,” “Crafted in the U.S.A.,” “Crafted in America,” “crafted in the U.S. when you order it,” “made to order and assembled in the U.S.,” “produced to the highest standard of American craftsmanship,” and “manufactured for you in America.”¹ In television ads, Saatva similarly claims that its mattresses are “handcrafted and assembled in American factories.”² These are unqualified “Made in USA” advertisements.

2. Saatva also places a physical label on its mattress products displaying an American flag and stating, “Made in America.”

2-3. The effect of Defendant’s unqualified Made in USA marketing claims is to cause reasonable consumers to believe that Defendant sells mattresses that are produced in the United States using domestic materials.

3-4. Saatva uses these Made in USA claims to emphasize the quality of its mattresses, positioning itself as unique among competitors in the industry because its mattresses are “Made in the U.S.A.” and “Crafted in America.”

4-5. In fact, Saatva mattresses are not made in the USA. As Saatva itself acknowledges in the fine print on its Website, all its mattresses are made from “globally sourced materials.”³ In a recent blog post on its Website, Saatva admitted that its mattress prices would increase because of tariffs on foreign raw materials used to manufacture the mattresses. Saatva acknowledged that, while it uses “mostly US-sourced materials,” “some of the raw materials [it] use[s] may be subject to price increases,” due to the tariffs.⁴

5-6. Saatva is able to charge a price premium on its mattresses because of its Made in USA advertising.

Formatted: Font: 11 pt
Formatted: Font: 11 pt
Formatted: Font: 11 pt
Formatted: Font: 11 pt
Formatted: Font: 11 pt
Formatted: Font: 11 pt
Formatted: Font: 11 pt
Formatted: Font: 11 pt

¹ <https://truthinadvertising.org/articles/saatva/>; <https://web.archive.org/web/20231125002614/https://www.saatva.com/mattresses/saatva-classic> (dated November 25, 2023).
² <https://truthinadvertising.org/articles/saatva/>; <https://www.facebook.com/saatva/videos/saatva-classic-mattress/1723373661679465/> (dated September 9, 2025).
³ <https://www.saatva.com/> (“Crafted in America with uncompromising quality”)
⁴ <https://www.saatva.com/blog/mattress-tariffs/>

1 6-7. Reasonable consumers understand that Made in USA advertising—such as claims that
 2 Saatva’s mattresses are “Made in the U.S.A.” or “Crafted in America”—means that all or virtually all
 3 of a product and its component parts are made in the United States.⁵

4 7-8. Plaintiff reasonably relied on Defendant’s deceptive Made in USA advertising when
 5 purchasing a mattress from Saatva. Had Plaintiff known the truth—that Saatva mattresses are not Made
 6 in the USA but include a substantial proportion of “globally sourced materials”—she would not have
 7 purchased the mattress or would have paid less for it. As a result, Plaintiff was deceived and suffered
 8 economic injury.

9 8-9. Plaintiff brings this lawsuit on behalf of herself and classes of similarly situated
 10 individuals to recover restitution and damages for Defendant’s false and misleading advertising, and to
 11 seek an injunction to stop Saatva from continuing its false and misleading Made in USA advertising.

12 9-10. Plaintiff asserts the following claims: (I) violation of Cal. Bus. & Prof. Code § 17533.7;
 13 (II) violation of California’s Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et seq.*;
 14 (III) violation of California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500, *et seq.*;
 15 and (IV) violation of California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200,
 16 *et seq.*; and breach of contract.

17 **PARTIES**

18 15. Plaintiff Nancy Samberg is a natural person who resides and intends to remain in El
 19 Granada, California. At all relevant times, Plaintiff Samberg was a citizen of California and resident of
 20 San Mateo County.

21 16. Defendant Whitestone Home Furnishings LLC d/b/a Saatva is a Delaware limited
 22 liability company with its principal place of business at 19-02 Whitestone Expressway, 201, Whitestone,
 23 NY 11357. Saatva primarily sells its mattresses directly to consumers through the Website, although
 24 Saatva has some “viewing rooms” around the country where consumers can see the mattresses before
 25

26
 27 ⁵ See Jef I. Richards, Patricia Huddleston, Anastasia G. Kononova, Juan Mundel, Anna & R. McAlister, Saleem
 28 Alhabash, “*Made in USA*” Deception, *Whats Your Perception?*, 31 J.L. Bus. & Eth. 28, 48 (2025)
 (“[C]onsumers believe MUSA labels to mean that a product is assembled in the USA of entirely USA-made
 parts, even if a few of those parts use foreign-origin raw materials.”)

Formatted: Font: 11 pt
 Formatted: Font: 11 pt

1 purchasing online. Saatva is a portfolio company of TZP Group, a private equity fund.⁶ In 2021, Saatva
2 had approximately \$421 million in revenue.⁷

3 **JURISDICTION AND VENUE**

4 17. This Court has subject matter jurisdiction over this action under 28 U.S.C.
5 § 1332(d) because this is a class action wherein the amount in controversy exceeds the sum or value of
6 \$5,000,000, exclusive of interest and costs, there are more than 100 members in the proposed classes,
7 and at least one member of the classes is a citizen of a state different from Defendant.

8 18. This Court has personal jurisdiction over Defendant because Defendant purposely
9 availed itself of the benefits of the forum and because a substantial portion of the events giving rise to
10 this complaint occurred in this District. Defendant does business in California. Defendant advertises and
11 sells its merchandise in California, and Defendant serves a market for its mattresses in California.
12 Defendant has sold its mattresses to California consumers through the Website.

13 19. Venue is proper under 28 U.S.C. §§ 1391(b)(2) because a substantial part of the events,
14 omissions, and acts giving rise to the claims herein occurred in this District. Plaintiff Samberg resides
15 and purchased Defendant’s mattress in this District.

16 **DIVISIONAL ASSIGNMENT**

17 20. Pursuant to Civil L.R. 3-2(c), this matter should be assigned to the San Francisco
18 Division because a substantial part of the events or omissions giving rise to the claims occurred in San
19 Mateo County, where Plaintiff resides.

20 **FACTUAL ALLEGATIONS**

21 **A. Saatva Deceptively Labeled and Advertises its Mattresses as Made in the USA.**

22 21. “U.S. consumers’ demand for ‘Made in America’ products is robust.”⁸ In a recent survey,
23 “Nearly two-thirds of U.S. consumers said they routinely sought out ‘Made in America’ products over
24 the past year.”⁹ Consumers are also often willing to pay more for products that are made in America.¹⁰

25
26 ⁶ <https://www.tzpgroup.com/portfolio/saatva>

27 ⁷ <https://americanbuildersquarterly.com/2022/chad-lundeen-saatva/>

28 ⁸ <https://pro.morningconsult.com/analyst-reports/made-in-america-reshoring-consumer-goods>

⁹ *Id.*

¹⁰ *Id.*

Formatted: Indent: Left: 0.5"

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

1 22. Survey results also show that the preference for American-made products persists despite
 2 inflationary pressures. A 2022 survey of approximately 2,000 U.S. adults found that “[a]s challenging
 3 as inflation is, nearly three-quarters (72%) of respondents [said] they seek out American-made products
 4 very often or somewhat often.”¹¹ The survey also revealed that “many [consumers] are willing to pay a
 5 premium for domestically made goods: Nearly half (48%) say they’d be willing to pay around 10–20%
 6 more; 17% say they’d be willing to pay ~30% more for an American-made product over an imported
 7 one.”¹²

8 23. Given the value consumers place on Made in USA claims, California law makes it
 9 unlawful for a company to advertise merchandise using phrases such as, “‘Made in U.S.A.,’ ‘Made in
 10 America,’ ‘U.S.A.,’ or similar words, if the merchandise or any article, unit, or part thereof, has been
 11 entirely or substantially made, manufactured, or produced outside of the United States.” Cal. Bus. &
 12 Prof. Code § 17533.7 (emphasis added).

13 24. Saatva’s claims that its mattresses are “Made in the U.S.A.,” “Crafted in the U.S.A.,”
 14 “Crafted in America,” “crafted in the U.S. when you order it,” “made to order and assembled in the
 15 U.S.,” “produced to the highest standard of American craftsmanship,” and “manufactured for you in
 16 America,” all incorporate the phrase “U.S.A.” or “similar” phrasing to convey that the mattresses are
 17 Made in the USA. Because the materials for its mattresses are “substantially made, manufactured, or
 18 produced outside of the United States,” Saatva’s advertising violates California law.

19 25. Similarly, the Federal Trade Commission (“FTC”) has a regulation that governs Made in
 20 USA advertising. *See* 16 C.F.R. § 323 *et. seq.* That regulation defines Made in USA advertising broadly
 21 to include “any unqualified representation, express or implied, that a product or service, or a specified
 22 component thereof, is of U.S. origin, including, but not limited to, a representation that such product or
 23 service is ‘made,’ ‘manufactured,’ ‘built,’ ‘produced,’ ‘created,’ or ‘crafted’ in the United States or in
 24 America, or any other unqualified U.S.-origin claim.” 16 C.F.R. § 323.1(a) (emphasis added). The FTC
 25 regulation prohibits labeling “any product as Made in the United States unless the final assembly or
 26

27 ¹¹ [https://www.retailbrew.com/stories/2022/07/28/consumers-will-pay-more-for-american-made-products-but-](https://www.retailbrew.com/stories/2022/07/28/consumers-will-pay-more-for-american-made-products-but-inflation-takes-a-toll-poll)
 28 [inflation-takes-a-toll-poll](https://www.retailbrew.com/stories/2022/07/28/consumers-will-pay-more-for-american-made-products-but-inflation-takes-a-toll-poll)

¹² *Id.*

Formatted: Font: 11 pt
 Formatted: Font: 11 pt
 Formatted: Font: 11 pt
 Formatted: Font: 11 pt

1 processing of the product occurs in the United States, all significant processing that goes into the product
 2 occurs in the United States, and *all or virtually all ingredients or components of the product are made*
 3 *and sourced in the United States.*” 16 C.F.R. § 323.2 (emphasis added).

4 26. FTC guidance also makes clear that, for Made in USA claims to comply with the law,
 5 “all or virtually all ingredients or components of the product [must be] made and sourced in the United
 6 States. That is, the product should contain no — or negligible — foreign content.” *See* FTC, “Complying
 7 with the Made in USA Standard,” July 2, 2024, *available at* [https://www.ftc.gov/business-](https://www.ftc.gov/business-guidance/resources/complying-made-usa-standard)
 8 [guidance/resources/complying-made-usa-standard](https://www.ftc.gov/business-guidance/resources/complying-made-usa-standard) (last visited December 15, 2025) (hereinafter “FTC
 9 Guidance”). Because Saatva’s mattresses are composed of “globally sourced materials,” that are not “all
 10 or virtually all . . . made and sourced in the United States,” Defendant’s Made in USA advertising
 11 violates FTC regulations.

12 27. The independent consumer-protection organization Truth in Advertising (TINA.org) has
 13 documented Saatva’s extensive “Made in U.S.A.”-style advertising, identifying at least five recurring
 14 slogans Saatva uses across its homepage, product pages, Google search results, and television
 15 commercials: that its mattresses are “Crafted in America,” “handcrafted to order in the U.S.,” “produced
 16 to the highest standard of American craftsmanship,” “Crafted in the U.S.A.,” and “manufactured for you
 17 in America.”¹³ In response to TINA.org’s inquiry, a Saatva spokesperson confirmed: “Saatva’s
 18 mattresses are assembled in the United States using materials sourced from both the United States and
 19 elsewhere.”¹⁴ Saatva’s own customer help center likewise admits, in answer to the question “Where are
 20 Saatva mattresses made?”: “Our Saatva mattresses are crafted and assembled in American factories
 21 using domestic and internationally sourced materials.”¹⁵

22 **B. When Plaintiff Bought Her Mattress, Saatva Advertised it as “Made in the USA”**

Formatted: Indent: Left: 0.5"

25 _____
 26 ¹³ Truth in Advertising, *Saatva*, <https://truthinadvertising.org/articles/saatva/> (dated December 11,
 2025).

27 ¹⁴ *Id.* (quoting Saatva spokesperson statement).

28 ¹⁵ Saatva, *Where are Saatva mattresses made?*, Customer Help Center,
<https://saatvahelp.saatva.com/hc/en-us/articles/360041302194-Where-are-Saatva-mattresses-made>
 (last updated July 26, 2024).

1 27-28. A blogpost on Saatva’s website explains to consumers how to tell if a mattress is made
 2 in America.¹⁶ Saatva stated that “[m]ost companies will be transparent about their production methods
 3 if their mattresses are manufactured in America. If you don’t see it stated unambiguously on their
 4 website, it’s likely that the mattress isn’t made in the US.”¹⁷ All Saatva mattresses, the company states,
 5 are “crafted and assembled in our US factories” and “manufactured in America.”¹⁸
 6 28-29. In November 2023, when Plaintiff used the Saatva Website to shop for and purchase a
 7 Saatva Classic Mattress, Saatva’s website stated unambiguously that its mattresses were Made in
 8 America. At the time Plaintiff purchased her mattress, the product page for the Saatva Classic mattress
 9 stated under “Specifications” that all mattresses were “Made in the U.S.A.”¹⁹ The phrase “Made in the
 10 U.S.A.” reflected in *Figure 1* appeared on the “specifications” page for each mattress sold on the
 11 Website.²⁰ Thus, the Made in USA labeling and advertising was the same for all mattresses sold on the
 12 Website. Saatva has included the “Made in America” information in its product page specifications since
 13 at least July 2022.²¹



14 *Figure 1: “Made in the U.S.A.” (November 2023)*

16 <https://www.saatva.com/blog/how-are-saatva-mattresses-made/> (last accessed March 2, 2026).
 17 *Id.*
 18 *Id.*
 19 <https://web.archive.org/web/20231125002614/https://www.saatva.com/mattresses/saatva-classic> (dated
 20 November 25, 2023).
 21 *See, e.g.,* <https://web.archive.org/web/20231130215004/https://www.saatva.com/mattresses/saatva-hd> (dated
 22 November 30, 2023).
 23 ²¹ <https://web.archive.org/web/20220701011806/https://www.saatva.com/mattresses/saatva-classic> (dated July
 24 1, 2022); <https://web.archive.org/web/20230528002016/https://www.saatva.com/mattresses/saatva-classic>
 25 (dated May 28, 2023).
 26
 27
 28

Formatted: Footnote Reference,Style 118,(NECG) Footnote Reference,Appel note de bas de p,FR,Style 12,Style 124,Style 3,Style 6,fr,o,ABA Footnote Reference,FC,Footnote Number,Footnote Reference (Text),Style 28,Style 29,Style 30,Style 32,Style 38,Style 52,fr 2,callo

Formatted: Footnote Reference,Style 118,(NECG) Footnote Reference,Appel note de bas de p,FR,Style 12,Style 124,Style 3,Style 6,fr,o,ABA Footnote Reference,FC,Footnote Number,Footnote Reference (Text),Style 28,Style 29,Style 30,Style 32,Style 38,Style 52,fr 2,callo

Formatted: Footnote Reference,Style 118,(NECG) Footnote Reference,Appel note de bas de p,FR,Style 12,Style 124,Style 3,Style 6,fr,o,ABA Footnote Reference,FC,Footnote Number,Footnote Reference (Text),Style 28,Style 29,Style 30,Style 32,Style 38,Style 52,fr 2,callo

Formatted: Font: 11 pt
 Formatted: Font: 11 pt
 Formatted: Font: 11 pt
 Formatted: Font: 11 pt
 Formatted: Font: 11 pt
 Formatted: Font: 11 pt
 Formatted: Font: 11 pt
 Formatted: Font: 11 pt
 Formatted: Font: 11 pt
 Formatted: Font: 11 pt

29-30. Clicking on the “+” button next to the phrase “Made in the U.S.A.” revealed the further information that “[e]very Saatva mattress is made to order and handcrafted in America with care and pride, using only the highest quality, consciously sourced materials.”²²



Figure 2: “consciously sourced materials” (November 2023)

30-31. In addition, in November 2023, Saatva’s Website boasted a “Made in America” subpage which stated that Saatva “Mattresses are Made in the U.S.A.”; that “[e]very Saatva mattress is proudly handcrafted to order right here in the U.S. using only the highest quality, consciously sourced materials”; that Saatva mattresses are “proudly American made” and “[t]he best mattresses made in the U.S.A.”²³ Saatva’s “Made in America” subpage was present on its Website since at least October 2020.²⁴

²² *Id.*
²³ <https://web.archive.org/web/20231104221245/https://www.saatva.com/made-in-america> (dated November 4, 2023)
²⁴ <https://web.archive.org/web/20201021212642/https://www.saatva.com/made-in-america> (dated October 21, 2020); <https://web.archive.org/web/20220123055110/https://www.saatva.com/made-in-america> (dated January 23, 2022).

Formatted: Font: 11 pt
 Formatted: Font: 11 pt
 Formatted: Font: 11 pt
 Formatted: Font: 11 pt
 Formatted: Font: 11 pt
 Formatted: Font: 11 pt

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Figure 3: "Mattresses Made in the U.S.A." (November 2023)

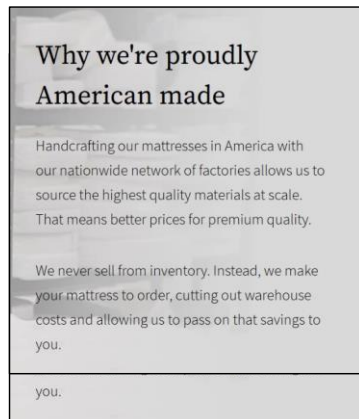


Figure 4: "Proudly American Made" (November 2023)

The best mattresses made in the U.S.A.

- Our mattresses are expertly "bench built" by the best craftspeople in the country.
- We happily say no to foreign manufacturers who ask to build our mattresses, even though building them overseas would mean higher profits.
- We source all of our eco-friendly foams and over 85% of our other materials in the U.S.A.
- We source all of our eco-friendly foams and over 85% of our other materials in the U.S.A.

Formatted: Font: Not Bold, Not Italic

Formatted: Justified

Figure 65: "Best Mattress Made in the U.S.A." (November 2023)

31-32. Just a few months before Plaintiff purchased her mattress, Saatva ran television advertisements for a Fourth of July sale advertising "hand-crafted American-made mattresses."²⁵



Formatted: Font: 11 pt

Formatted: Font: 11 pt

²⁵ <https://web.archive.org/web/20240430210210/https://www.saatva.com/mattresses/saatva-hd>

Figure 56: “Handcrafted American-made mattresses” (July 2023)

Formatted: Font: Bold

33. Saatva also made similar “Made in U.S.A.”-equivalent representations contemporaneously with Plaintiff’s November 2023 purchase. On November 17, 2023—within days of Plaintiff’s purchase—Saatva and its flagship manufacturing partner, Bedding Industries of America, jointly issued a press release stating that “[a]ll of Saatva’s handcrafted, eco-friendly mattresses are made to order in the USA with premium materials that meet the highest health and environmental safety standards.”²⁶ The same release confirmed that Bedding Industries of America has been “Saatva’s flagship manufacturing partner since [Saatva’s] inception in 2010,” and that Saatva acquired Bedding Industries of America in November 2023—the same month as Plaintiff’s purchase.²⁷

34. In addition to the website and television advertisements described above, Saatva also placed a physical label on its mattress that reads “Made in America” and prominently displays an American flag. The image below depicts the label on the mattress that Plaintiff purchased.



Figure 7: Saatva Made In America Label (November 2023)

35. The placement of this label on the mattress (the merchandise) satisfies the provisions of California Business & Professions Code § 17533.7(a), which provides:

²⁶ Press Release, *Dresner Partners Advised Bedding Industries of America on Its Merger With Saatva*, GlobeNewswire (Nov. 17, 2023), <https://www.globenewswire.com/news-release/2023/11/17/2782686/0/en/Dresner-Partners-Advised-Bedding-Industries-of-America-on-Its-Merger-With-Saatva.html>.

²⁷ *Id.*

It is unlawful for any person, firm, corporation or association to sell or offer for sale in this state any merchandise on which merchandise or on its container there appears the words “Made in U.S.A.,” “Made in America,” “U.S.A.,” or similar words if the merchandise or any article, unit, or part thereof, has been entirely or substantially made, manufactured, or produced outside of the United States.” (emphasis added).

C. Saatva Has Since Changed Its Labeling and Advertising But Still Represents That its Products Are “Made” and “Crafted” in America

32-36. At some point around June 2024, Saatva changed its website product pages, such that the Specifications on each product page stated that mattresses were “Crafted in the U.S.A.” instead of “Made in the “U.S.A.”²⁸ By clicking through this “Crafted in the U.S.A.” label, a consumer would see fine print explaining that by “Crafted in the U.S.A.,” Saatva meant that the mattress was “assemble[d]” in America using “globally sourced materials.”²⁹ The phrase “Crafted in the U.S.A.” reflected in *Figure 6* appeared on the “specifications” page for each mattress sold on the Website.³⁰ Thus, at the time, the labeling and advertising was the same for all mattresses sold on the Website.



Formatted: Indent: Left: 0.5"

²⁸ Compare <https://web.archive.org/web/20240531223844/https://www.saatva.com/mattresses/saatva-classic> (dated May 31, 2024) with <https://web.archive.org/web/20240701012100/https://www.saatva.com/mattresses/saatva-classic> (dated July 1, 2024).

²⁹ <https://web.archive.org/web/20240701012100/https://www.saatva.com/mattresses/saatva-classic> (dated July 1, 2024).

³⁰ See, e.g., <https://web.archive.org/web/20240630194532/https://www.saatva.com/mattresses/saatva-hd> (dated June 30, 2024).

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Figure 78: “Crafted in the U.S.A.” (July 2024)

Figure 89: “globally sourced materials” (July 2024)

33-37. Saatva retained its “Made in America” subpage as late as August 2024, but changed the page to state that Saatva mattresses are “Made to order, crafted in America” and that Saatva “source[s] the highest quality materials from around the globe at scale.”³¹



Figure 910: “Made to order, Crafted in America” (August 2024)



Figure 1011: “around the globe” (August 2024)

³¹ <https://web.archive.org/web/20240802224124/https://www.saatva.com/made-in-america> (dated August 2, 2024).

Formatted: Font: 11 pt
Formatted: Font: 11 pt

1 [34-38](#). By September 2024, the “Made in America” subpage had been removed and replaced
2 with a “Crafted in America” subpage.³²



3
4
5
6
7
8
9
10 **Figure 112: “redirected Made in America page” (September 2024)**

11 [35-39](#). Nonetheless, a year later, in September 2025, Saatva continued to represent in video
12 advertisements that its products were “made and handcrafted in America.”³³

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27 ³² <https://web.archive.org/web/20240905163103/https://www.saatva.com/made-in-america> (dated September 5,
2024).

28 ³³ <https://www.facebook.com/saatva/videos/saatva-classic-mattress/1723373661679465/> (dated September 9,
2025).

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

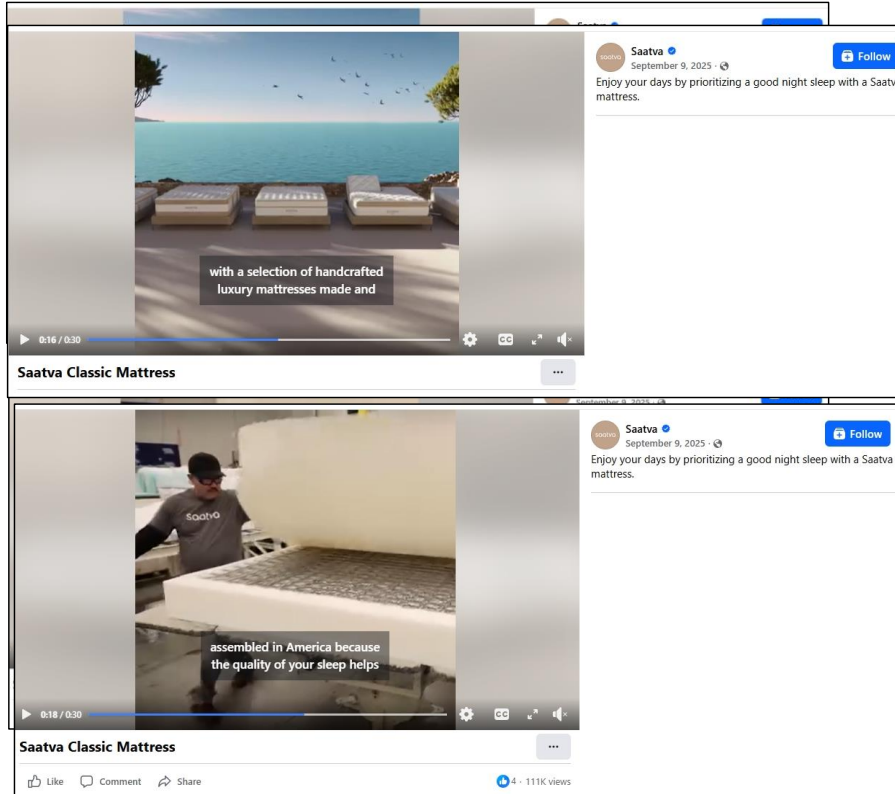


Figure 1213: “made and handcrafted in America” (September 2025)

36.40. In December 2025, when Plaintiff filed her initial complaint, all of Saatva’s product pages used the “Crafted in the U.S.A.” language in *Figure 6*.³⁴ Thus, the labeling and advertising was the same for all mattresses sold on the Website.

37.41. In late February 2026, after Plaintiff filed her original complaint, Saatva changed its product labeling again. On or about February 22, 2026, the “Specifications” section of each Saatva

³⁴ See, e.g., <https://web.archive.org/web/20251130233747/https://www.saatva.com/mattresses/saatva-classic/> (dated November 30, 2025); <https://web.archive.org/web/20231130215004/https://www.saatva.com/mattresses/saatva-hd> (dated December 2, 2025).

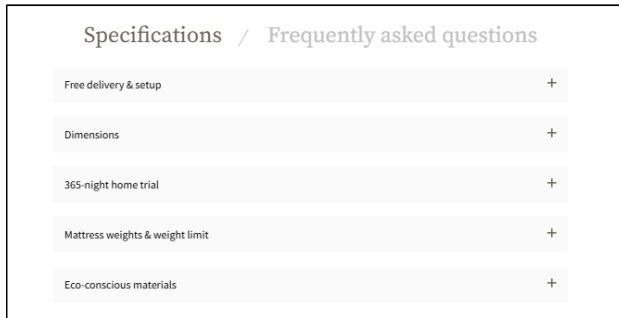
Formatted: Font: 11 pt
Formatted: Font: 11 pt

1 product retained the “Crafted in the U.S.A.” language in **Figure 6**.³⁵ On February 25, 2026, the
 2 “Specifications” section stated that each mattress was “Assembled in the U.S.A.”³⁶



3
4
5
6
7
8
9 **Figure 1314: “Assembled in the U.S.A.” (February 25, 2026)**

10 38-42. The next day, February 26, 2026, the “Specifications” section no longer made any
 11 representations about where the mattress was “made,” “crafted,” or “assembled.”³⁷



12
13
14
15
16
17
18
19 **Figure 1415: “Specifications” (February 26, 2026)**

20 39-43. Saatva continues to represent, however, that its products are “Crafted in America.” On
 21 the bottom of the current Saatva Classic product page, Saatva states that its mattresses are “Crafted in
 22 America with uncompromising quality.”³⁸ And on Saatva’s current Website, the “Crafted in America”
 23 page redirects to a “Quality Materials” page, which states that each mattress is “produced to the highest
 24

25 ³⁵ <https://web.archive.org/web/20260222161008/https://www.saatva.com/mattresses/saatva-classic> (dated
 February 22, 2026).

26 ³⁶ <https://web.archive.org/web/20260225082859/https://www.saatva.com/mattresses/saatva-classic> (dated
 February 25, 2026).

27 ³⁷ <https://web.archive.org/web/20260226121152/https://www.saatva.com/mattresses/saatva-classic> (dated
 February 26, 2026).

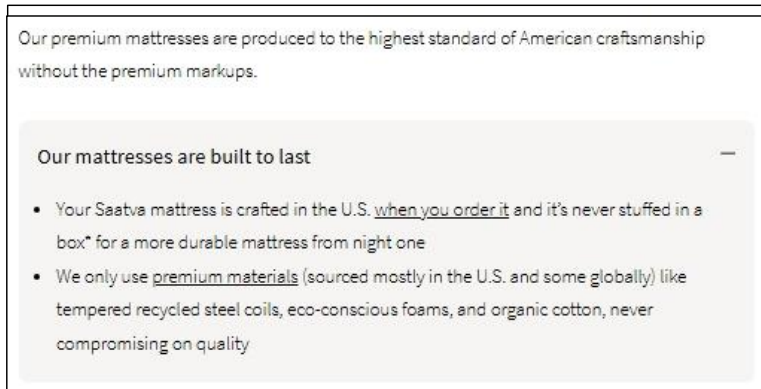
28 ³⁸ <https://www.saatva.com/saatva-classic> (last accessed March 2, 2026).

Formatted: Font: 11 pt
 Formatted: Font: 11 pt
 Formatted: Font: 11 pt
 Formatted: Font: 11 pt
 Formatted: Font: 11 pt
 Formatted: Font: 11 pt
 Formatted: Font: 11 pt

1 standard of American craftsmanship” and “crafted in the U.S. when you order it.”³⁹ In addition, many
2 of Saatva’s previous “Made in U.S.A.” statements and advertisements remain on Saatva’s website or
3 social media pages.⁴⁰



4
5
6
7
8 **Figure 1516: “Crafted in America” (March 2, 2026)**



9
10
11
12
13
14
15
16
17
18 **Figure 1617: “Crafted in the U.S. when you order it” (March 2, 2026)**

19 **D. Saatva’s Mattresses are Made of Materials Produced Outside the United States.**

Formatted: Indent: Left: 0.5"

20 40-44. Despite years of prominent Made in USA labeling and advertising, Saatva acknowledges
21 that its mattresses are, in fact, made from foreign-sourced materials.

22 41-45. In the “Made in America” subpage extant at the time Plaintiff purchased her mattress,
23 Saatva stated in fine print that some of its materials were sourced from outside the United States.⁴¹ And

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

25 ³⁹ <https://www.saatva.com/crafted-in-america> (last accessed March 2, 2026); <https://www.saatva.com/quality-materials> (last accessed March 2, 2026).

26 ⁴⁰ See, e.g., <https://www.saatva.com/blog/how-are-saatva-mattresses-made/> (last accessed March 2, 2026);
27 <https://www.facebook.com/saatva/videos/saatva-classic-mattress/1723373661679465/> (dated September 9,
28 2025).

⁴¹ <https://web.archive.org/web/20231104221245/https://www.saatva.com/made-in-america> (dated November 4,
2023).

1 sourced materials,” but that “due to new tariffs on global trade, some of the globally-sourced raw
2 materials we use may be subject to price increases.” Saatva stated that “[t]hese changes may soon affect
3 the cost of some products, but Saatva is dedicated to minimizing the impact on our customers.”⁵⁵

4 48-52. A few months later, in a blogpost on August 13, 2025, Saatva warned that its mattress
5 prices would increase because of tariffs on foreign raw materials used to manufacture the mattresses.
6 Saatva stated that “the impact of tariffs will likely not be felt” by companies “that mainly source their
7 mattress components domestically,” but that “[e]ven mattresses that are ‘assembled in the USA’ can be
8 impacted if they rely on imported materials like memory foam or steel coils.”⁵⁶ In particular,
9 “[i]nnerspring mattresses could see price hikes in the 10%-20% range if they use imported steel for
10 coils.”⁵⁷ Saatva further stated that it was one of the companies that could be affected because “some of
11 the raw materials we use may be subject to price increases.”⁵⁸

12 49-53. Saatva did later increase its price for the Queen Saatva Classic 11.5 inch mattress in
13 “Luxury Firm” from \$2,099 in April 2025 to \$2,179 in February 2026—\$80, slightly less than 4%.⁵⁹
14 Similarly, during that same time period, the retail price for the Saatva HD mattress increased from
15 \$3,295 to \$3,445—\$150, or about 4.5%.⁶⁰ In 2025, the average effective tariff rate was around 7.7%.⁶¹
16 Mattress manufacturers are widely reported to have one of the highest profit margins in retail goods—
17 with mattresses marked up more than 100% from their wholesale price to retail price.⁶² Thus, the
18 wholesale value of the Queen Saatva Classic 11.5 inch mattress in “Luxury Firm” before tariffs was
19 likely approximately \$1,050. Assuming that \$80 price increase represented Saatva’s entire increased
20

21 ⁵⁵ <https://saatvahelp.saatva.com/hc/en-us/articles/31294298450071-How-Recent-Tariffs-Impact-Mattress-Prices-Saatva-s-Commitment-to-Luxury-Quality-and-Value> (last accessed February 27, 2026).

22 ⁵⁶ <https://www.saatva.com/blog/mattress-tariffs/>

23 ⁵⁷ *Id.*

⁵⁸ *Id.*

24 ⁵⁹ Compare <https://web.archive.org/web/20250410132524/https://www.saatva.com/mattresses/saatva-classic> (dated April 10, 2025) and <https://www.saatva.com/mattresses/saatva-classic> (last accessed March 2, 2026).

25 ⁶⁰ Compare <https://web.archive.org/web/20240430210210/https://www.saatva.com/mattresses/saatva-hd> (April 30, 2024) with <https://web.archive.org/web/20260102084358/https://www.saatva.com/mattresses/saatva-hd> (dated January 2, 2026).

26 ⁶¹ <https://taxfoundation.org/research/all/federal/trump-tariffs-trade-war/#:~:text=While%20the%2010%20percent%20Section,net%20tax%20revenue%20in%202025.>

27 ⁶² See, e.g., Mattress Profit Margin & Manufacturing Profitability Guide 2025, available at
28 [https://infinitymattressmachinery.com/info-detail/mattress-profit-margin-manufacturing-profitability-guide-2025.](https://infinitymattressmachinery.com/info-detail/mattress-profit-margin-manufacturing-profitability-guide-2025)

Formatted: Font: 11 pt
Formatted: Font: 11 pt
Formatted: Font: 11 pt
Formatted: Font: 11 pt
Formatted: Font: 11 pt
Formatted: Font: 11 pt
Formatted: Font: 11 pt
Formatted: Font: 11 pt
Formatted: Font: 11 pt
Formatted: Font: 11 pt
Formatted: Font: 11 pt
Formatted: Font: 11 pt
Formatted: Font: 11 pt
Formatted: Font: 11 pt
Formatted: Font: 11 pt
Formatted: Font: 11 pt
Formatted: Font: 11 pt

1 tariffs costs (despite its promise to minimize tariff effects on consumers), and an average 50% tariff on
2 those products (far higher than the 10% tariffs announced in April 2025 or the 7.7% average effective
3 tariff rate in place in 2025), that would mean Saatva’s foreign inputs cost about \$160 before tariffs, or
4 about 15% of the wholesale value of its mattresses—roughly consistent with Saatva’s own admissions
5 that, aside from foam, approximately 15% of its inputs are foreign.⁶³ If, in line with its pledge to
6 “~~minimize~~minimiz[e] the impact on our customers,”⁶⁴ Saatva absorbed some of the tariff increases, or
7 if the tariffs on Saatva’s imported goods were less than 50% (as they were for the vast majority of foreign
8 inputs), then the value of foreign imports would be even more than 15% of the wholesale value of
9 Saatva’s mattresses.

10 Saatva’s mattress components confirm that they contain substantially globally sourced
11 materials.

12 54. Plaintiff purchased a Saatva Classic mattress from Saatva’s website in November 2023.

13 The Saatva Classic is a luxury innerspring mattress sold in two heights (11.5" and 14.5") and three
14 firmness levels (Plush Soft, Luxury Firm, and Firm), all sharing the same internal construction.⁶⁵

15 55. According to Saatva, the Saatva Classic mattress contains five (5) layers of materials.⁶⁶

16
17
18
19
20
21
22
23
24
25
26 ⁶³ <https://web.archive.org/web/20231104221245/https://www.saatva.com/made-in-america> (dated November 4,
2023).

27 ⁶⁴ [https://saatvahelp.saatva.com/hc/en-us/articles/31294298450071-How-Recent-Tariffs-Impact-Mattress-](https://saatvahelp.saatva.com/hc/en-us/articles/31294298450071-How-Recent-Tariffs-Impact-Mattress-Prices-Saatva-s-Commitment-to-Luxury-Quality-and-Value)
28 [Prices-Saatva-s-Commitment-to-Luxury-Quality-and-Value](https://saatvahelp.saatva.com/hc/en-us/articles/31294298450071-How-Recent-Tariffs-Impact-Mattress-Prices-Saatva-s-Commitment-to-Luxury-Quality-and-Value) (last accessed February 27, 2026).

⁶⁵ <https://www.saatva.com/mattresses/saatva-classic> (last visited May 28, 2026).

⁶⁶ *Id.*

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt



Figure 19: Saatva Classic Composition

56. The first layer is the “Breathable cushioned pillow top,” which includes a 3” Euro pillow top with Lumbar Zone Quilting. The cover is made of a “soft, breathable blend that includes organic cotton to promote cooler, healthier sleep.”⁶⁷

57. The second layer is the “Patented Lumbar Zone Active Spinal Wire” that includes a “1/2” gel-infused memory foam lumbar crown.”⁶⁸ This second layer covers only in the middle third of the mattress, not the entire mattress.⁶⁹

58. The third layer includes “884 Lumbar Zone individually wrapped coils” that are “made from 14.5-gauge recycled steel.”⁷⁰

⁶⁷ *Id.*

⁶⁸ *Id.*

⁶⁹ <https://www.mattressnut.com/what-is-saatva-lumbar-zone/> (last accessed May 28, 2026).

⁷⁰ <https://www.saatva.com/mattresses/saatva-classic> (last visited May 28, 2026).

59. The fourth layer is a “high-density foam rail.” This foam rail encircles the second layer of coils; it does not cover the entire mattress, but rather provides “edge support.”⁷¹

60. Finally, the fifth layer consists of the second layer of coils (called a “dual-coil design” by Saatva), including 416 12-gauge tempered steel coils.

61. At the time that Plaintiff purchased her mattress—November 2023—Saatva’s Classic mattress was made of the same components in the same formulation as today, and Saatva provided an identical description of the product on its website.⁷²

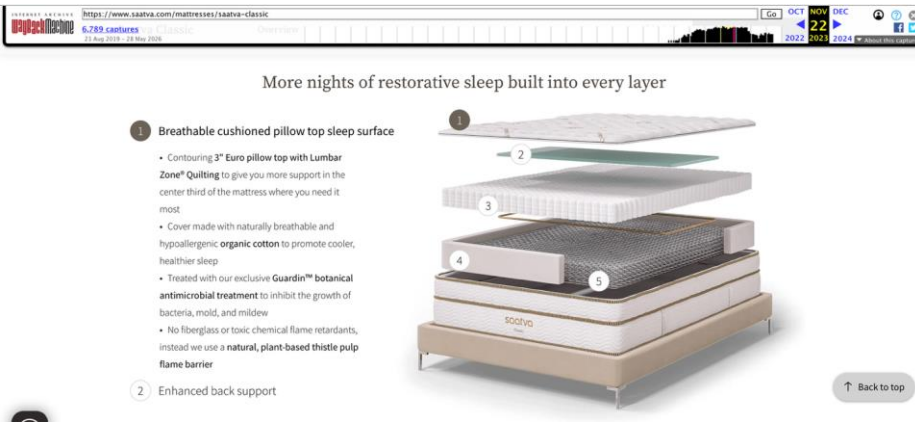


Figure 20: Saatva Classic Composition (November 2023)

62. Saatva represents on its website that the Saatva Classic is constructed using “tempered recycled steel coils, eco-conscious foams, and organic cotton.”⁷³

63. At the time Plaintiff purchased her mattress in November 2023, Saatva’s “Made in America” subpage stated, in fine print, “We source all of our eco-friendly foams and over 85% of our other materials in the U.S.A.”⁷⁴ By Saatva’s own admission, therefore, approximately fifteen percent of

⁷¹ *Id.*

⁷² <https://web.archive.org/web/20231122035145/https://www.saatva.com/mattresses/saatva-classic> (dated November 22, 2026).

⁷³ <https://www.saatva.com/quality-materials> (last accessed May 28, 2026).

⁷⁴ <https://web.archive.org/web/20231104221245/https://www.saatva.com/made-in-america> (dated November 4, 2023).

1 the non-foam materials used in every Saatva Classic mattress sold in November 2023 — including
 2 Plaintiff’s — was sourced from outside the United States.

3 64. The “non-foam materials” in the Saatva Classic include, at minimum, the steel used in
 4 the coil units, the active spinal wire, the fabric used in the cover and the foam-encasement panels, the
 5 cotton in the cover, the thistle-pulp flame barrier, the fibers quilted into the Euro pillow top, and
 6 miscellaneous hardware and wire components. That a significant percentage of these materials are
 7 foreign sourced is consistent with Saatva’s April 2025 statements that wire, hardware, and specialty
 8 fabric are among the components sourced from foreign countries.⁷⁵

9 65. Furthermore, Saatva has not publicly announced, and on information and belief did not
 10 make, any material change to the components, sourcing, or construction of the Saatva Classic mattress
 11 between November 2023 and the dates of its subsequent admissions concerning foreign sourcing.
 12 Independent teardown analyses of Saatva Classic mattresses conducted in 2022 and 2025 confirm the
 13 same layered construction — organic cotton cover, Euro pillow top, memory foam lumbar crown,
 14 individually wrapped coil unit, and steel coil base — across that period.⁷⁶ The Saatva Classic product
 15 page has described the mattress consistently since 2023, including using the same image to show the
 16 mattress composition.⁷⁷ And Saatva has not amended or removed a 2021 blogpost explaining how its
 17 mattresses are made.⁷⁸

18 *The foreign-sourced components of Plaintiff’s mattress exceeded five percent of the mattress’s*
 19 *final wholesale value.*

20 66. Plaintiff purchased a queen-size Saatva Classic 11.5” Luxury Firm mattress in November
 21 2023 at Saatva’s then-listed retail price of \$2,099. Applying the industry-standard 100%+ wholesale-to-
 22 retail markup, the final wholesale value of Plaintiff’s mattress was no more than approximately \$1,050.

25 ⁷⁵ <https://nymag.com/strategist/article/saatva-beat-tariff-increases-sale-2025.html> (last accessed May 28, 2026).

26 ⁷⁶ <https://www.mattressclarity.com/reviews/saatva/> (last accessed May 28, 2026) (depicting “[t]he inside of a Saatva Classic, photographed in 2025” and “[t]he inside of a separate Saatva Classic, photographed in 2022”).

27 ⁷⁷ *Compare* <https://www.saatva.com/mattresses/saatva-classic> (last accessed May 28, 2026) *with*
<https://web.archive.org/web/20231122035145/https://www.saatva.com/mattresses/saatva-classic> (dated
 28 November 22, 2026).

⁷⁸ <https://www.saatva.com/blog/how-are-saatva-mattresses-made> (last accessed May 28, 2026).

4 67. Although Saatva markets the Saatva Classic “as both an innerspring and a hybrid, it leans
 2 more toward a traditional innerspring since it has less than 2 inches of foam.”⁷⁹ On information and
 3 belief, foam constitutes significantly less than half of the Saatva Classic mattress by both volume and
 4 cost. Saatva’s contemporaneous “85% of our other materials” statement places the foreign-sourced share
 5 of the Saatva Classic’s non-foam materials at approximately fifteen percent. Because the Saatva Classic
 6 mattress contains very little foam, with foam comprising well less than half of the mattress, more than
 7 5% of the mattress is comprised of foreign components.

8 68. In addition, the primary “hardware” in the mattress is the steel coil unit, which comprises
 9 approximately 1,300 individual coils. On information and belief, the steel coil unit represents at least
 10 20% of the wholesale value of the Saatva Classic. Saatva has acknowledged that it imports hardware for
 11 its mattresses and that innerspring manufacturers using imported coil steel face cost increases of 10%-
 12 20% under recently imposed tariffs. Even if only a portion of the coil steel in Plaintiff’s mattress was
 13 foreign-sourced, that portion alone is more than sufficient to exceed five percent of the mattress’s final
 14 wholesale value.

15 69. Additional foreign-sourced components, including the wire for the spinal wire and the
 16 fabric used throughout the mattress, further increase the foreign share of Plaintiff’s mattress’s wholesale
 17 value well above the five percent threshold.

18 50-70. Given this substantial reliance on “globally sourced materials” to assemble its mattresses,
 19 Saatva does not meet either safe harbor under California’s Made in USA law. That law permits Made
 20 in USA advertising “if all of the articles, units, or parts of the merchandise obtained from outside the
 21 United States constitute not more than 5 percent of the final wholesale value of the manufactured
 22 product.” Cal. Bus. & Prof. Code § 17533.7(b), ~~or up~~; *see also id.* § 17533.7(c) (permitting up to 10
 23 percent of the final wholesale value of the manufactured product if “[t]he manufacturer of the
 24 merchandise shows that it can neither produce the article, unit, or part within the United States nor obtain
 25 the article, unit, or part of the merchandise from a domestic source.” ~~Foreign~~). On information and
 26

27 ⁷⁹ Mattress Reviews, Saatva Mattress Review (2026) | Tested by Canadian Engineers, available at
 28 <https://www.mattress-reviews.com/mattress-reviews/saatva-mattress-review/> (last accessed May 28,
2026).

1 belief, foreign inputs are more than 10% of the wholesale value of Defendant’s mattress, and in any
 2 event, Defendant cannot meet its burden to show that it is unable to source the materials for its mattresses
 3 from within the United States.

4 **E. Plaintiff was Deceived by Defendant’s Made in USA Advertising.**

Formatted: Indent: Left: 0.5"

5 ~~51-71.~~ At the time Plaintiff purchased a mattress from the Saatva Website, the Website stated
 6 that all mattresses were “Made in the U.S.A.” and that “[e]very Saatva mattress is made to order and
 7 handcrafted in America with care and pride, using only the highest quality, consciously sourced
 8 materials.”⁸⁰

9 ~~52-72.~~ Plaintiff saw, relied on, and was deceived by Saatva’s Made in USA advertising. Plaintiff
 10 tries to support companies that sell products that are produced in the United States. She will sometimes
 11 select products that are made in the United States over competitors, and she is sometimes willing to pay
 12 more for products that are made in the United States. In November 2023, while residing in El Granada,
 13 California, Plaintiff used the Saatva Website to shop for and purchase a Saatva Classic Mattress. Plaintiff
 14 saw and relied on Saatva’s claims on its product page that its mattresses were “Made in the U.S.A.” and
 15 understood that the mattress she purchased was not only assembled in the U.S. but was also made from
 16 domestically sourced materials. Had Plaintiff known that the mattress was made from foreign-sourced
 17 materials, she would not have purchased the mattress or would have paid less for it. As a result of
 18 Defendant’s deceptive Made in USA advertising, Plaintiff lost money and suffered economic injury.

19 **CLASS ACTION ALLEGATIONS**

20 ~~53-73.~~ Plaintiff brings this class action pursuant to Rule 23 of the Federal Rules of Civil
 21 Procedure on behalf of the following proposed classes:

22 “California Class”: all persons who, while in the state of California, before February 25, 2026,
 23 and within the applicable statute of limitations, purchased a Saatva mattress from the Website
 for personal, family, or household purposes.

24 “Nationwide Class”: all persons in the United States who, before February 25, 2026, and within
 25 the applicable statute of limitations, purchased a Saatva mattress from the Website.

Formatted: Font: 11 pt

Formatted: Font: 11 pt

26
 27
 28 ⁸⁰ <https://web.archive.org/web/20231125002614/https://www.saatva.com/mattresses/saatva-classic>

1 ~~54-74.~~ Excluded from each of the Classes are Defendant; officers, directors, and employees of
2 Defendant; any entity in which Defendant has a controlling interest in, are a parent or subsidiary of, or
3 which is otherwise controlled by Defendant; and Defendant's affiliates, legal representatives, attorneys,
4 heirs, predecessors, successors, and assignees. Also excluded are the Judges and Court personnel in this
5 case and any members of their immediate families.

6 ~~55-75.~~ Plaintiff reserves the right to modify and/or amend the Class definitions, as necessary.

7 ~~56-76.~~ All members of the proposed Classes are readily identifiable through Defendant's
8 records.

9 ~~57-77.~~ All requirements for class certification under Fed. R. Civ. P. 23(a), 23(b)(2) and 23(b)(3)
10 are satisfied.

11 ~~58-78.~~ **Numerosity.** The Class Members are so numerous that joinder of all Class Members is
12 impracticable. Plaintiff is informed and believes that the proposed Classes includes tens of thousands or
13 hundreds of thousands of people based on public reports regarding Defendant's operations and revenue.
14 The precise number of the Class Members is unknown to Plaintiff but may be ascertained from
15 Defendant's records.

16 ~~59-79.~~ **Commonality and Predominance.** This action involves common questions of law and
17 fact to the Plaintiff and the Class Members, which predominate over any questions only affecting
18 individual Class Members. These common legal and factual questions include, without limitation:
19 whether Defendant engaged in the course of conduct alleged; whether Defendant used Made in USA
20 advertising and labeling; whether Defendant's mattresses are made of materials sourced and produced
21 outside of the United States; whether Defendant's Made in USA advertising is likely to deceive a
22 reasonable consumer; whether Defendant's Made in USA advertising is material to a reasonable
23 consumer; whether Defendant's Made in USA advertising violates the laws identified below; whether
24 Plaintiff and the Class members have suffered economic injury as a result of Defendant's false and/or
25 deceptive practices; and whether Plaintiff and Class members are entitled to actual damages and or other
26 relief.

1 60-80. Defendant engaged in a common course of conduct giving rise to the claims asserted by
 2 Plaintiff on behalf of herself and the Classes. Individual questions, if any, are slight by comparison in
 3 both quality and quantity to the common questions that control this action.

4 61-81. Typicality. Plaintiff's claims are typical of those of other Class Members because, like
 5 members of each Class, Plaintiff purchased a mattress from Saatva's Website. Defendant's false and
 6 deceptive Made in USA advertising impacted all Class Members in a similar manner.

7 62-82. Adequacy. Plaintiff will fairly and adequately represent and protect the interests of the
 8 members of the Classes and has retained counsel experienced in complex consumer class action
 9 litigation. She intends to prosecute this action vigorously. Plaintiff has no adverse or antagonistic
 10 interests to those of the Classes.

11 63-83. Superiority. A class action is superior to all other available methods for the fair and
 12 efficient adjudication of this controversy. The damages or other financial detriment suffered by
 13 individual Class Members are relatively small compared to the burden and expense that would be
 14 entailed by individual litigation of their claims against Defendant. The adjudication of this controversy
 15 through a class action will avoid the possibility of inconsistent and potentially conflicting adjudications
 16 of the asserted claims. There will be no difficulty in managing this action as a class action, and the
 17 disposition of the claims of the Class Members in a single action will provide substantial benefits to all
 18 parties and to the Court. Absent a class action, individual consumers like Plaintiff would find the cost
 19 of litigating their claims prohibitively high and would have no effective remedy for monetary relief.

20 **LEGAL CLAIMS**

21 **COUNT I**

22 **Violation of Cal. Bus. & Prof. Code § 17533.7**

23 *(On Behalf of Plaintiff and the California Class)*

24 64-84. Plaintiff re-alleges and incorporates by reference all other paragraphs in the Complaint
 25 as if fully set forth herein.

26 65-85. Under California law, it is unlawful "to sell or offer for sale in [California] any
 27 merchandise on which merchandise or on its container there appears the words 'Made in U.S.A.,' 'Made
 28 in America,' 'U.S.A.' or similar words if the merchandise or any article, unit, or part thereof, has been

1 entirely or substantially made, manufactured, or produced outside of the United States.” Cal. Bus. &
2 Prof. Code § 17533.7(a).

3 66-86. Defendant has violated, and continues to violate, this law by selling and offering for sale
4 its mattresses within California that it advertises and labels as made in the United States.

5 67-87. The safe harbor contained in Cal. Bus. & Prof. Code § 17533.7(b) does not apply. That
6 safe harbor provides that a company may use foreign articles or parts if those foreign articles or parts
7 constitute “not more than 5 percent of the final wholesale value of the manufactured product.” Saatva
8 admits that, aside from “eco-friendly foams,” approximately 15% of its materials are sourced from
9 outside the United States. Indeed, according to Saatva’s director of public relations, “Saatva ‘depend[s]
10 on a global supply chain,’ including for “wire, hardware, and some specialty fabrics.” Saatva’s
11 dependence is so significant that the company was “vulnerable to tariff shifts,” although the company
12 pledged to “minimiz[e]” the impact on consumers. Saatva increased its retail prices approximately 4-
13 5% in 2025 and most foreign products faced tariffs of approximately 10-25%. Assuming that Saatva
14 faced tariffs of 50% and passed on the entirety of these increased tariff costs to consumers, that would
15 mean foreign inputs constituted about 15% of the wholesale value of Saatva’s mattresses. Foreign inputs
16 would be even greater if the tariffs were lower, or if Saatva absorbed any of the increased tariff costs.
17 Thus, foreign inputs are more than 5% of the wholesale value of Defendant’s mattresses.

18 68-88. Similarly, the safe harbor contained in Cal. Bus. & Prof. Code § 17533.7(c) does not
19 apply. That safe harbor provides that companies may source foreign products that constitute up to 10
20 percent of the final wholesale value of the manufactured product if “[t]he manufacturer of the
21 merchandise shows that it can neither produce the article, unit, or part within the United States nor obtain
22 the article, unit, or part of the merchandise from a domestic source.” Foreign inputs are more than 10%
23 of the wholesale value of Defendant’s mattress, and in any event, Defendant cannot meet its burden to
24 show that it is unable to source the materials for its mattresses from within the United States.

25 69-89. By deceptively marketing its mattresses as Made in the USA, Defendant engaged in
26 conduct likely to mislead reasonable consumers.

1 70-90. As a direct and proximate result of Defendant’s violations, Plaintiff and the California
2 Class members are entitled to damages and/or restitution of excess monies paid to Defendant relating to
3 the false and deceptive Made in USA representations.

4 **COUNT II**

5 **Violation of California’s Consumer Legal Remedies Act (“CLRA”)**

6 **Cal. Civ. Code § 1750 *et. seq.***

7 *(On Behalf of Plaintiff and the California Class)*

8 71-91. Plaintiff re-alleges and incorporates by reference all other paragraphs in the Complaint
9 as if fully set forth herein.

10 72-92. Plaintiff and the California Class are “consumers,” as defined by California Civil Code
11 § 1761(d).

12 73-93. Defendant sells “goods” as defined by California Civil Code § 1761(a).

13 74-94. Plaintiff and the California Class have engaged in “transactions” with Defendant as
14 defined by California Civil Code § 1761(e).

15 75-95. As alleged above, Defendant has undertaken unfair or deceptive acts or practices in
16 violation of California’s CLRA, including:

- 17 a. “Misrepresenting the source, sponsorship, approval, or certification of goods or
18 services,” § 1770(a)(2);
- 19 b. “Using deceptive representations . . . in connection with goods or services,” §
20 1770(a)(4);
- 21 c. “Representing that goods or services have . . . characteristics . . . that they do not
22 have,” § 1770(a)(5);
- 23 d. “Representing that goods or services are of a particular standard, quality, or grade,
24 or that goods are of a particular style or model, if they are of another,” § 1770(a)(7); and
- 25 e. “Advertising goods or services with intent not to sell them as advertised,” §
26 1770(a)(9).

27 76-96. Defendant misrepresented to consumers that its mattresses were made in the United
28 States when, in fact, the materials for the mattresses are sourced and produced outside the United States.

Formatted: Font: Italic
Formatted: Font: Italic

1 77-97. Plaintiff reasonably relied on Defendant’s deceptive, untrue, and misleading advertising.
2 The misleading Made in USA claims were material because a reasonable consumer would consider
3 whether a product was made in the United States an important factor in deciding to purchase the product.
4 The Made in USA claims were a substantial factor in Plaintiff’s decision to purchase Defendant’s
5 mattress.

6 78-98. Defendant’s violations of the CLRA directly and proximately caused injury in fact and
7 damages to Plaintiff and the California Class. Absent Defendant’s misrepresentations, Plaintiff would
8 not have purchased Defendant’s mattress or would have paid substantially less for it.

9 79-99. Plaintiff seeks relief for violations of the CLRA in the form of restitution, and/or
10 disgorgement of ill-gotten gains to compensate and to make whole Plaintiff and the California Class.
11 Plaintiff reserves the right to amend the Complaint and seek damages at the appropriate time under Cal.
12 ~~Civ.~~Civ. Code § 1782.

13 80-100. Plaintiff also seeks injunctive relief in the form of an order enjoining Defendant
14 from continuing to deceptively market its mattresses with unqualified Made in USA claims. Injunctive
15 relief is appropriate because Defendant continues to deceptively market the mattresses as “Crafted in
16 the U.S.A.” and using similar Made in USA phrasing. Plaintiff desires to purchase a mattress in the
17 future, and Plaintiff would buy Defendant’s mattresses if she knew Defendant’s advertising claims were
18 truthful. But given Defendant’s deception with respect to the Made in USA claims, Plaintiff cannot trust
19 Defendant’s advertising claims about the mattresses absent injunctive relief. Injunctive relief is therefore
20 necessary to prevent Defendant from continuing to engage in the unlawful conduct and to prevent future
21 harm to Plaintiff and the California class, which cannot be achieved through available legal remedies.

22 81-101. Plaintiff also seeks public injunctive relief to protect the general public from
23 Defendant’s conduct. Defendant’s deceptive advertising is ongoing and will continue to harm the public
24 absent a permanent public injunction. Accordingly, Plaintiff seeks a permanent injunction to enjoin
25 Defendant from engaging in the misconduct alleged herein.

26 82-102. A CLRA venue affidavit pursuant to Cal. Civ. Code §1780(d) is attached as
27 **Exhibit 1.**

28

COUNT III

Violation of California’s False Advertising Law (“FAL”),

Bus. & Prof. Code § 17500, *et seq.*

(On Behalf of Plaintiff and the California Class)

Formatted: Font: Italic
Formatted: Font: Italic

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

83-103. Plaintiff re-alleges and incorporates by reference all other paragraphs in the Complaint as if fully set forth herein.

84-104. The False Advertising Law, codified at Cal. Bus. & Prof. Code section 17500, *et seq.*, prohibits “unfair, deceptive, untrue or misleading advertising[.]”

85-105. The FAL prohibits not only advertising that is false, but also advertising which, although true, is either actually misleading or which has a capacity, likelihood, or tendency to deceive or confuse the public.

86-106. Defendant violated section 17500 when it advertised and marketed its mattresses through deceptive and misleading representations and omissions disseminated to the public that the mattresses are made in the United States, including by claiming the mattresses are “Made in the U.S.A.”, “Crafted in the U.S.A.” and similar phrasing. In fact, Defendant’s mattresses are not made in the United States.

87-107. Plaintiff reasonably relied on Defendant’s deceptive, untrue, and misleading advertising. The misleading Made in USA claims were material because a reasonable consumer would consider whether a product was made in the United States an important factor in deciding to purchase the product. The Made in USA claims were a substantial factor in Plaintiff’s decision to purchase Defendant’s mattress.

88-108. Defendant’s violations of the FAL directly and proximately caused injury in fact and damages to Plaintiff and the California Class. Absent Defendant’s misrepresentations, Plaintiff would not have purchased Defendant’s mattress or would have paid substantially less for it.

89-109. Plaintiff seeks relief for violations of the FAL in the form of restitution, and/or disgorgement of ill-gotten gains to compensate and make whole Plaintiff and the California Class.

1 90-110. Plaintiff also seeks injunctive relief in the form of an order enjoining Defendant
 2 from continuing to deceptively market its mattresses with unqualified Made in USA claims. Injunctive
 3 relief is appropriate because Defendant continues to deceptively market the mattresses as “Crafted in
 4 the U.S.A.” and similar Made in USA phrasing. Plaintiff desires to purchase a mattress in the future,
 5 and Plaintiff would buy Defendant’s mattresses if she knew Defendant’s advertising claims were
 6 truthful. But given Defendant’s deception with respect to the Made in USA claims, Plaintiff cannot trust
 7 Defendant’s advertising claims about the mattresses absent injunctive relief. Injunctive relief is therefore
 8 necessary to prevent Defendant from continuing to engage in the unlawful conduct and to prevent future
 9 harm to Plaintiff and the California class, which cannot be achieved through available legal remedies.

10 91-111. Plaintiff also seeks public injunctive relief to protect the general public from
 11 Defendant’s conduct. Defendant’s deceptive advertising is ongoing and will continue to harm the public
 12 absent a permanent public injunction. Accordingly, Plaintiff seeks a permanent injunction to enjoin
 13 Defendant from engaging in the misconduct alleged herein.

14
15
16
17
18
19 **COUNT IV**

20 **Violation of the California Unfair Competition Law**

21 **Cal. Bus. & Prof. Code § 17200, et seq.**

22 *(On Behalf of Plaintiff and the California Class)*

23 92-112. Plaintiff re-alleges and incorporates by reference all other paragraphs in the
 24 Complaint as if fully set forth herein.

25 93-113. The California Unfair Competition Law (“UCL”) prohibits, inter alia, “any
 26 unlawful, unfair, or fraudulent business act or practice and unfair, deceptive, untrue or misleading
 27 advertising.”⁸¹

28 ⁸¹ CAL. BUS. & PROF. CODE §§ 17200, 17203–04, 17206.

Formatted: Font: 11 pt
 Formatted: Font: 11 pt

1 ~~94-114.~~ Plaintiff, California Class Members, and Defendant are each a “person” under
2 Cal. Bus. & Prof. Code § 17201.

3 ~~95-115.~~ The acts, omissions, and conduct of Defendant as alleged herein constitute
4 “business practices” within the meaning of the UCL.

5 ~~96-116.~~ Plaintiff and California Class Members bring their claims for injunctive relief as
6 they have no confidence that Defendants have altered their practices. They have an interest in ensuring
7 that false Made in USA advertising is stopped to serve as a deterrent to other companies and to ensure
8 that they can rely on Made in USA advertising as accurate.

9 ~~97-117.~~ **Unlawful prong:** Defendant engaged in unlawful business practices by violating
10 the CLRA, FAL, and the FTC Act (including the FTC’s Made in USA regulations) as alleged above.

11 ~~98-118.~~ **Fraudulent prong:** As alleged above, Defendant’s Made in USA advertising
12 involved unfair, deceptive, and misleading advertising that is likely to deceive members of the public.

13 ~~99-119.~~ **Unfair prong:** Defendant’s conduct is unfair because Defendant’s
14 representations and omissions regarding its mattresses are illegal, immoral, unscrupulous, and
15 substantially injurious to consumers, and the negative impact on consumers outweighs any reasons,
16 justifications, or motives for Defendant’s conduct. The harm to consumers greatly outweighs the public
17 utility of Defendant’s conduct. As determined by both the federal government (on a bipartisan basis)
18 and the California legislature, there is zero public utility to companies falsely advertising their products
19 as made in the United States when in fact they are not. The practice only harms consumers and American
20 manufacturers. Defendant’s practice is therefore also immoral, unethical, oppressive, unscrupulous, or
21 substantially injurious to consumers. Plaintiff and the California Class could not have reasonably
22 avoided their injury.

23 ~~100-120.~~ Plaintiff reasonably relied on Defendant’s deceptive, untrue, and misleading
24 advertising. The misleading Made in USA claims were material because a reasonable consumer would
25 consider whether a product was made in the United States an important factor in deciding to purchase
26 the product. The Made in USA claims were a substantial factor in Plaintiff’s decision to purchase
27 Defendant’s mattress.

28

1 ~~101-121.~~ Defendant’s violations of the UCL directly and proximately caused injury in fact
 2 and damages to Plaintiff and the California Class. Absent Defendant’s misrepresentations, Plaintiff
 3 would not have purchased Defendant’s mattress or would have paid substantially less for it.

4 ~~102-122.~~ Plaintiff seeks relief for violations of the UCL in the form of restitution, and/or
 5 disgorgement of ill-gotten gains to compensate and make whole Plaintiff and the California Class.

6 ~~103-123.~~ Plaintiff also seeks injunctive relief in the form of an order enjoining Defendant
 7 from continuing to deceptively market its mattresses with unqualified Made in USA claims. Injunctive
 8 relief is appropriate because Defendant continues to deceptively market the mattresses as “Crafted in
 9 the U.S.A.” and similar Made in USA phrasing. Plaintiff desires to purchase a mattress in the future,
 10 and Plaintiff would buy Defendant’s mattresses if she knew Defendant’s advertising claims were
 11 truthful. But given Defendant’s deception with respect to the Made in USA claims, Plaintiff cannot trust
 12 Defendant’s advertising claims about the mattresses absent injunctive relief. Injunctive relief is therefore
 13 necessary to prevent Defendant from continuing to engage in the unlawful conduct and to prevent future
 14 harm to Plaintiff and the California class, which cannot be achieved through available legal remedies.

15 ~~104-124.~~ Plaintiff also seeks public injunctive relief to protect the general public from
 16 Defendant’s conduct. Defendant’s deceptive advertising is ongoing and will continue to harm the public
 17 absent a permanent public injunction. Accordingly, Plaintiff seeks a permanent injunction to enjoin
 18 Defendant from engaging in the misconduct alleged herein.

19
 20
 21 **COUNT V**

22 **Breach of Contract**

23 *(On Behalf of ~~Plaintiff~~ Plaintiff and the Nationwide Class)*

24 ~~105-125.~~ Plaintiff re-alleges and incorporates by reference all other paragraphs in the
 25 Complaint as if fully set forth herein.

26 ~~106-126.~~ Plaintiff brings this cause of action on behalf of herself and the Nationwide Class.
 27 In the alternative, Plaintiff brings this cause of action on behalf of herself and the California Class.

1 ~~107-127.~~ Plaintiff and the Class Members entered into contracts with Defendant when they
2 placed orders to purchase Products on Defendant's Website. These contracts were formed at the time
3 Plaintiff and the Class accepted Defendant's offer to sell mattresses based on Defendant's material
4 representations and placed orders on the Website. The contracts were memorialized in order
5 confirmations that were sent to purchasers.

6 ~~108-128.~~ The contracts provided that Plaintiff and Class Members would pay Defendant
7 for the mattresses ordered.

8 ~~109-129.~~ The contracts further required that Defendant provide Plaintiff and the Class with
9 mattresses that were Made in the USA consistent with California and federal law and Defendant's
10 representations on the Website. These were specific and material terms of the contracts.

11 ~~110-130.~~ The Made in USA claims about the mattresses were specific and material terms
12 of each contract, and the Made in USA claims were displayed to Plaintiff and the Class at the time they
13 placed their orders on the Website.

14 ~~111-131.~~ Plaintiff and the Class paid Defendant for the mattresses they ordered and
15 satisfied all other conditions of their contracts.

16 ~~112-132.~~ Defendant breached the contracts with Plaintiff and the Class by failing to provide
17 mattresses that were Made in the USA as claimed on the Website. Defendant instead charged Plaintiff
18 and the Class for mattresses that were substantially made from foreign-sourced materials. Defendant did
19 not provide the mattresses that it had promised.

20 ~~113-133.~~ As a direct and proximate result of Defendant's breaches, Plaintiff and the Class
21 were deprived of the benefit of their bargained-for exchange and have suffered damages in an amount
22 to be established at trial.

23 **REQUEST FOR RELIEF**

24 ~~114-134.~~ WHEREFORE, Plaintiff respectfully prays for judgment in her favor as follows:

- 25 a. Certification of the Classes pursuant to the provisions of Fed. R. Civ. P. 23 and an
26 order that notice be provided to all Class Members;
- 27 b. Designation of Plaintiff as representative of the respective Classes and the
28 undersigned counsel as Class Counsel;

- c. An award of damages in an amount to be determined at trial or by this Court;
- d. Declaring that Defendant’s past conduct was unlawful, as alleged herein;
- e. Declaring Defendant’s ongoing conduct is unlawful, as alleged herein;
- f. Enjoining Defendant from continuing the unlawful practices described herein, and awarding such injunctive and other equitable relief as the Court deems just and proper;
- g. Awarding Plaintiff and the Class Members restitution and/or disgorgement of profits unlawfully obtained;
- h. Awarding Plaintiff and the Class Members pre-judgment and post-judgment interest;
- i. Awarding Plaintiff and the Class Members reasonable attorneys’ fees, costs, and expenses pursuant to Cal. Code Civ. P § 1021.5, Cal. Civ. Code § 1780(e), and/or other applicable law; and
- j. Granting such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and the Classes, demands a trial by jury of any and all issues in this action so triable of right.

Respectfully submitted,

ZIMMERMAN REED LLP

Dated: ~~March 5~~ June 12, 2026

/s/ Ryan Ellersick
 Ryan J. Ellersick (SBN 357560)
 Finnuala Tessier (*pro hac vice*)
 6420 Wilshire Blvd., Suite 1080
 Los Angeles, CA 90048
 Tel (877) 500-8780
 Fax (877) 500-8781

Formatted: Font: Not Italic

Formatted: Font: Not Italic

ryan.ellersick@zimmreed.com

~~Zain A. Shirazi (SBN 302841)
1100 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Tel (612) 341 0400
Fax (612) 341 0844
zain.shirazi@innuala.tessier@zimmreed.com~~

~~Christopher D. Jennings*
Tyler B. Ewigleben (pro hac vice)
JENNINGS & EARLEY PLLC
500 President Clinton Avenue, Suite 110
Little Rock, Arkansas 72201
Telephone: (501) 372-1300
Chris@jefirm.com
Tyler@jefirm.com~~

~~**pro hac vice to be filed*~~

~~*Attorneys for Plaintiff and the Putative Classes*~~

Formatted: Not Expanded by / Condensed by

Formatted: Justified, Right: 0", Add space between paragraphs of the same style, Widow/Orphan control, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Justified, Right: 0", Tab stops: Not at 1.08"

Formatted: Justified, Right: 0", Tab stops: Not at 1.08"

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28