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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
3/27/2026 2:36:10 PM

Clerk of the Superior Court
By I. Ledesma ,Deputy Clerk

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

10 BRYNN GROSSMAN, SEAN PHILLIPS,
11 JONATHAN SHEIL, and BAASIL KHAN,
12 each individually and on behalf of all others
similarly situated,

13 *Plaintiffs,*

14 vs.

15 NIGHT US LLC and BROOKLYN
16 BEDDING LLC,

17 *Defendants.*

Case No. 26CU017232N

**CONSOLIDATED CLASS ACTION
COMPLAINT**

JURY TRIAL DEMANDED

1. False Advertising Law
2. Consumer Legal Remedies Act
3. Unfair Competition Law
4. Breach of Contract
5. Breach of Express Warranty
6. Quasi-Contract/Unjust Enrichment
7. Negligent Misrepresentation
8. Intentional Misrepresentation

General Jurisdiction – Civil

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9 30

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1 **I. Introduction.**

2 1. Advertised “sale” prices are important to consumers. Consumers are more likely
3 to purchase an item if they know that they are getting a good deal. Further, if consumers think
4 that a sale will end soon, they are likely to buy now, rather than wait, comparison shop, and buy
5 something else.

6 2. While there is nothing wrong with a legitimate sale, a fake one—that is, one with
7 made up regular prices, made up discounts, and made-up expirations—is deceptive and illegal.

8 3. Section 17500 of California’s False Advertising Law prohibits businesses from
9 making statements they know or should know to be untrue or misleading. Cal. Bus. & Prof. Code
10 § 17500. This includes statements falsely suggesting that a product is on sale, when it actually is
11 not.

12 4. Moreover, Section 17501 of California’s False Advertising Law provides that
13 “[n]o price shall be advertised as a former price ... unless the alleged former price was the
14 prevailing market price ... within three months next immediately preceding” the advertising. Cal.
15 Bus. & Prof. Code § 17501. So, in addition to generally prohibiting untrue and misleading fake
16 discounts, it also specifically prohibits this particular flavor of fake discount (where the
17 advertised former price is not the prevailing price during the specified timeframe).

18 5. In addition, California’s Consumer Legal Remedies Act prohibits “advertising
19 goods or services with the intent not to sell them as advertised” and specifically prohibits “false
20 or misleading statements of fact concerning reasons for, existence of, or amounts of price
21 reductions.” Cal. Civ. Code § 1770(a)(9), (13).

22 6. Moreover, the Federal Trade Commission’s regulations prohibit false or
23 misleading “former price comparisons,” for example, making up “an artificial, inflated price ...
24 for the purpose of enabling the subsequent offer of a large reduction” off that price. 16 C.F.R. §
25 233.1. They also prohibit false or misleading “retail price comparisons” and “comparable value
26 comparisons,” for example, ones that falsely suggest that the seller is “offer[ing] goods at prices
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1 lower than those being charged by others for the same merchandise” when this is not the case. 16
2 C.F.R. § 233.1.

3 7. So, as numerous courts have found, fake sales violate these laws. They also
4 violate California’s general prohibition on unlawful, unfair, and deceptive business practices. See
5 Cal. Bus. & Prof. Code § 17200.

6 8. Defendant Brooklyn Bedding LLC has sold and marketed mattresses and bedding
7 products online through the Leesa brand and website, www.leesa.com, since March 10, 2023.
8 Prior to that date, Night US LLC sold and marketed mattresses and bedding products online
9 through the Leesa brand and website.¹

10 9. Defendant Brooklyn Bedding LLC also sells and markets mattresses and bedding
11 products online through several other branded websites, including www.brooklynbedding.com,
12 www.helixsleep.com, and www.bearmattress.com (together with www.leesa.com, the
13 “Defendant Websites”).

14 10. On the Defendant Websites, Defendant list purported regular prices and advertises
15 purported “Limited Time” discounts from those listed regular prices. These include “LIMITED
16 TIME” discounts offering “up to \$X off” and “X% off.” Defendant uses countdown clocks to
17 represent that its sales are on the verge of ending. Defendant also advertises that the Products
18 have a lower discount price as compared to a higher, regular price shown in grey and/or
19 strikethrough font. Examples are shown below:

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¹ For simplicity, this Complaint refers to Defendants Night US, LLC and Brooklyn
26 Bedding LLC collectively as Defendant, but only with respect to Night US’s involvement with
27 leesa.com prior to March 10, 2023. References to “Defendant” that are unrelated to
28 representations on and conduct connected to leesa.com prior to March 10, 2023 refer only to
Defendant Brooklyn Bedding LLC. For the avoidance of doubt, Plaintiffs do not allege that
Defendant Night US is liable for representations made on the other Defendant Websites.

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March Mattress Sale! | EXPIRING SOON 00:21:27:36

leesa A MATTRESS MADE FOR YOU

Mattresses Bases Accessories About us Blog Reviews Deals Bundles

MARCH MATTRESS SALE

**Up to \$400 off
+ 2 free pillows**

Limited time offer on our award-winning mattresses.

[Shop mattresses](#)

Free no-contact delivery

March Mattress Sale! | EXPIRING SOON 00:21:27:36

LIMITED TIME: Up to \$700 OFF Mattresses

LIMITED TIME: Up to \$700 OFF Mattresses

leesa

Mattresses ▾ Bases ▾ Bedding & Cushions ▾ Bundles Blog Memorial Day Sale



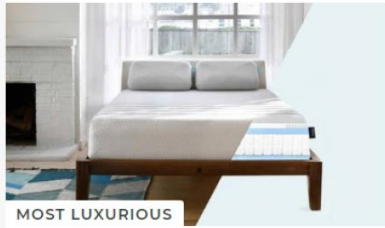
MEMORIAL DAY SALE

**Up to \$700 off mattresses
+ 2 free pillows**

Our lowest price of the year. While supplies last.
[Offer Terms](#)

[Shop sale](#)

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UP TO \$200 OFF + 2 FREE PILLOWS	UP TO \$300 OFF + 2 FREE PILLOWS	UP TO \$400 OFF + 2 FREE PILLOWS
LEESA ORIGINAL MATTRESS Multilayer foam	LEESA HYBRID MATTRESS Foam + spring hybrid	LEESA LEGEND MATTRESS Foam + dual spring hybrid
		
BUDGET FRIENDLY	BEST VALUE	MOST LUXURIOUS
<ul style="list-style-type: none">• 3 layers of premium foam• Cooling top layer foam that contours your body for comfort all night• Pressure-relieving support for all sleepers and body types	<ul style="list-style-type: none">• Premium foam meets springs for advanced comfort and support• Pocket springs provide edge-to-edge support, durability and stability• Wirecutter's #1 Hybrid Mattress	<ul style="list-style-type: none">• Premium foam + dual spring system• Support of pocket springs and targeted pressure-relief of micro-coils• A sustainable cover: organic cotton, Merino wool & recycled fiber
Starting at \$799 \$699 <u>As low as</u> \$39/mo	Starting at \$1099 \$949 <u>As low as</u> \$53/mo	Starting at \$1799 \$1549 <u>As low as</u> \$54/mo
Shop	Shop	Shop

20% OFF SITEWIDE | **Ends 3.20.2023**

20% OFF SITEWIDE + 2 FREE Dream Pillows with Mattress Purchase (\$150+ Value) - Free US Shipping | Ends 3.20.2023 | VIEW OFFER

HELIX | MATTRESSES | FINANCING | BASES | BEDDING | MORE | WHICH MATTRESS IS RIGHT? | MY ORDERS

Find the Perfect Mattress for How You Sleep
WHICH MATTRESS IS RIGHT?

20% OFF! SPRING SALE
USE CODE SPRINGSALE20
Plus 2 FREE Dream Pillows with all mattress orders
SHOP BEST SELLER
USE CODE SPRINGSALE20

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Up to \$200 OFF + 2 FREE Dream Pillows

Extended Labor Day Sale Up to \$200 OFF + 2 FREE Dream Pillows Free, No Contact Delivery VIEW OFFER

Mattresses Pillows Beds Bedding More WHICH MATTRESS IS RIGHT? My Orders Call

Find the Perfect Mattress for How You Sleep WHICH MATTRESS IS RIGHT?

LABOR DAY SALE!

\$100 off any mattress, use code LDAY100
\$150 off orders of \$1,250+, use code LDAY150
\$200 off orders of \$1,750+, use code LDAY200
Plus 2 free Dream Pillows with every mattress order!

SHOP BEST SELLER

\$100 off any mattress, use code LDAY100
\$150 off orders of \$1,250+, use code LDAY150
\$200 off orders of \$1,750+, use code LDAY200

4TH OF JULY SALE
25% OFF sitewide

Extended 4TH OF JULY SALE 25% OFF sitewide 30% OFF Luxe & Elite mattress collections + 2 FREE pillows with any mattress

2024 CNET BEST BEST MATTRESS 2024 GREATST Best Soft Mattress Health Recommended Best Soft Mattress SLEEPPOOLS Best Soft Mattress

Free Shipping / Ships in 3-7 business days

HELIX SUNSET

Soft Foot Side Sleeper Support Pressure Point Relief

Pay Now \$999 ~~\$1,332~~ 25% off (\$333) with code Pricing_Details

As low as \$84/MO Prequalify with [afirm](#) [Learn more](#)

Size Queen Size Guide

60 in W x 80 in L x 11.5 in H

Mattress Upgrades [Learn more](#)

Breathe Knit Cover (Included)

ADD 2 ITEMS TO CART

25% Off Sitewide. Use Promo Code **REFRESH25**. Sale Ends 4/12/2022.

25% Off Sitewide. Use Promo Code **REFRESH25**. Sale Ends 4/12/2022.

BB BROOKLYN BEDDING

MATTRESSES ACCESSORIES ABOUT US SHOWROOMS

1.888.210.8751
0% FINANCING AFFIRM

THE BIG SPRING
REFRESH
REFRESH
REFRESH
REFRESH



25% OFF
SITEWIDE

SHOP NOW

SALE ENDS APRIL 12, 2022

**WE OWN THE SLEEP EXPERIENCE,
BECAUSE WE OWN THE FACTORY.**

Custom crafted in Arizona

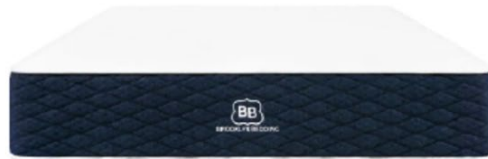
WATCH THE VIDEO

BB BROOKLYN BEDDING

MATTRESSES ACCESSORIES

HOME / MATTRESSES

BROOKLYN BEDDING MATTRESSES



BEST VALUE
SIGNATURE HYBRID

Superior sleep at a factory direct price

STARTING AT \$665 ~~\$498.80~~

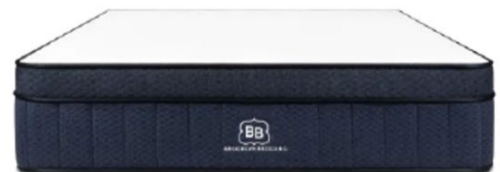
[Pricing Details](#)

SHOP NOW

STARTING AT \$665 ~~\$498.80~~

[Pricing Details](#)

SHOP NOW



MOST POPULAR
AURORA LUXE COOLING

Premium design with advanced cooling technology

STARTING AT \$1,199 ~~\$899.30~~

[Pricing Details](#)

SHOP NOW

STARTING AT \$1,199 ~~\$899.30~~

[Pricing Details](#)

SHOP NOW

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Review Your Cart
Free shipping for US orders

Sedona Elite
Queen
- 1 + [Remove](#)

\$1,799.30
~~\$2,399~~
SUMMER25
[Pricing Details](#)

[Clear Cart](#) **Subtotal (1 item): \$2,399**

Order Summary

Subtotal (1)	\$2,399
Total Savings	-\$599.80
Shipping	FREE for US orders
Taxes	<i>Applied at Checkout</i>
Promo Code	SUMMER25
Order Total	\$1,799.30

PROCEED TO CHECKOUT

11. Far from being time-limited, however, Defendant’s discounts are routinely available. As a result, everything about Defendant’s price and purported discount advertising is false. The regular prices Defendant advertises are not actually Defendant’s regular prices, because Defendant’s Products are routinely available for less than that. The purported discounts Defendant advertises are not the true discounts the customer is receiving, and are often not discounts at all. Nor are the purported discounts limited in time or expiring soon—quite the opposite, they are consistently available.

12. As described in greater detail below, Plaintiffs bought items from the Defendant Websites. When Plaintiffs made their purchases, Defendant advertised that a sale was going on, and so Defendant represented that the Products Plaintiffs purchased were being offered at a steep discount from their purported regular prices that Defendant advertised. And based on Defendant’s representations, Plaintiffs believed that they were purchasing Products whose regular price and market value were the purported regular prices that Defendant advertised, that they were receiving a substantial discount, and that the opportunity to get that discount was time-limited. These reasonable beliefs are what caused Plaintiffs to buy from Defendant when they did.

13. In truth, however, the representations Plaintiffs relied on were not true. The purported regular prices were not the true regular prices that Defendant sold the products for, the

1 purported discounts were not the true discounts, and the discounts were ongoing—not time-
2 limited. Had Defendant been truthful, Plaintiffs and other consumers like them would not have
3 purchased the Products, or would have paid less for them.

4 14. Plaintiffs bring this case for themselves and the other customers who purchased
5 Products from the Defendant Websites in California.

6 **II. Parties.**

7 15. Plaintiff Brynn Grossman is domiciled in Joshua Tree, California.

8 16. Plaintiff Sean Phillips is domiciled in San Francisco, California.

9 17. Plaintiff Jonathan Sheil is domiciled in Long Beach, California.

10 18. Plaintiff Baasil Khan is domiciled in Newark, California.

11 19. The proposed Class includes citizens of California.

12 20. Defendant Night US LLC is a North Carolina limited liability company with its
13 principal place of business at 7800 Falls of Neuse Road, Raleigh, North Carolina, 27615.

14 21. Defendant Brooklyn Bedding LLC is an Arizona limited liability company with
15 its principal place of business at 5301 W Bethany Home Road, Glendale, Arizona, 85301.

16 **III. Jurisdiction and Venue.**

17 22. The Court has personal jurisdiction over Defendant because it does business here,
18 including by having sold Brooklyn Bedding Products to consumers in California.

19 23. Venue is proper because Defendant does business in this county.

20 **IV. Facts.**

21 **A. Defendant’s fake prices and fake discounts.**

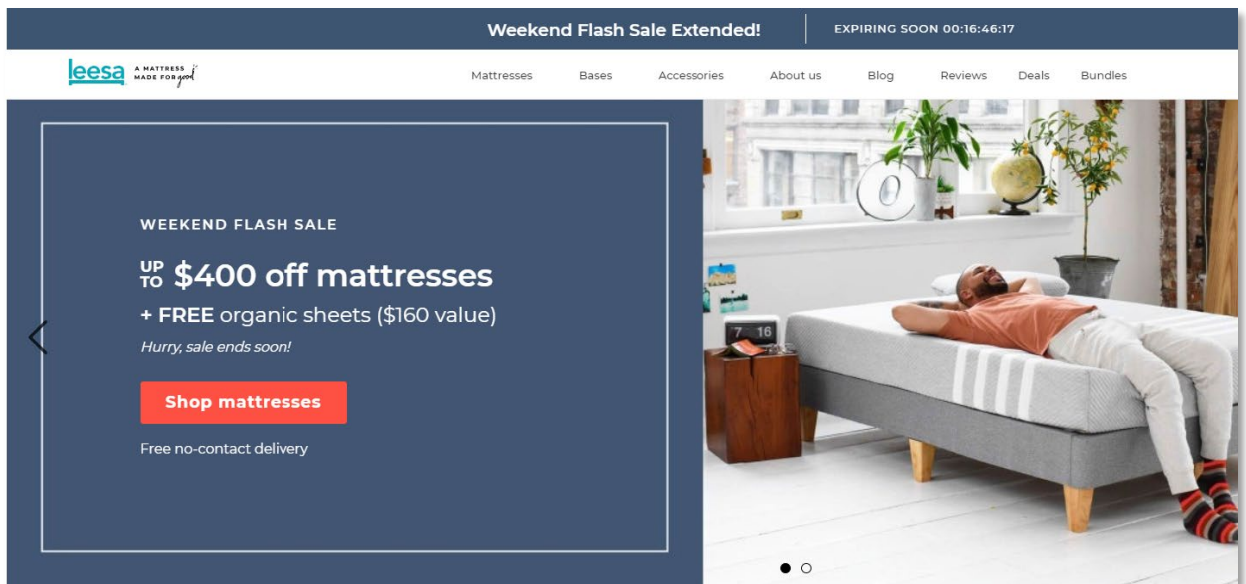
22 24. Prior to March 10, 2023, Defendant Night US LLC manufactured, distributed,
23 marketed, and sold mattresses and bedding products directly to consumers through the website,
24 www.leesa.com. Since that date, Defendant Brooklyn Bedding has manufactured, distributed,
25 marketed, and sold mattresses and bedding products directly to consumers through the website,
26 www.leesa.com. In addition, Defendant Brooklyn Bedding also sells and markets mattresses and
27 bedding products (together with Leesa.com products, the “Defendant Products”) online through
28

1 several other branded websites, including www.brooklynbedding.com, www.helixsleep.com, and
2 www.bearmattress.com (together with Leesa.com, the “Defendant Websites”).

3 25. On each of the Defendant Websites, Defendant creates the false impression that
4 the products’ regular prices are higher than they truly are.

5 26. At any given time, the Defendant Websites advertised steep discounts on
6 Defendant’s Products. These discounts always offer “X%” or “\$X” off the listed regular prices
7 the website advertised. Even though in truth these discounts run in perpetuity, Defendant
8 prominently claimed they were “LIMITED TIME” or “EXPIRING SOON.” And they
9 advertised these discounts extensively: on attention-grabbing banners; on products’ listing pages,
10 next to images of each Product; on the individual product pages for each Product, and during
11 checkout. These representations are substantially similar across the Defendant Websites.

12 27. For example, below are example screenshots provided from www.leesa.com:



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Captured on January 19, 2021

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Memorial Day Sale Early Access! EXPIRING SOON 00:20:04:34

leesa Mattresses Bases Accessories Bundles Deals About Blog Reviews Rewards

MEMORIAL DAY EARLY ACCESS SALE

Up to \$500 off mattresses

Shop our exclusive limited time offers + receive 2 free pillows with mattress purchase.

Shop mattresses

Free no-contact delivery

This screenshot shows a promotional banner for Leesa's Memorial Day Sale. The banner features a dark blue header with the text "Memorial Day Sale Early Access!" and a countdown timer "EXPIRING SOON 00:20:04:34". Below the header is the Leesa logo and a navigation menu with links for Mattresses, Bases, Accessories, Bundles, Deals, About, Blog, Reviews, and Rewards. The main content area has a light blue background with a white pillow on the right. The text reads "MEMORIAL DAY EARLY ACCESS SALE" in red, followed by "Up to \$500 off mattresses" in large blue font. Below this is a sub-headline: "Shop our exclusive limited time offers + receive 2 free pillows with mattress purchase." A red button labeled "Shop mattresses" is positioned below the sub-headline, and "Free no-contact delivery" is written in smaller text underneath. A left-pointing arrow is visible on the left side of the banner.

Captured on May 15, 2021

Labor Day Sale: Up to \$500 Off mattresses + 20% Off Bundles EXPIRING SOON 00:16:27:41

leesa Mattresses Bases Bedding & Cushions Bundles Labor Day Sale Blog

LABOR DAY SALE

Up to \$500 off mattresses

Celebrate the pursuit of rest this Labor Day! Shop our exclusive sale and get 2 free pillows.*

Shop mattresses

*Details

This screenshot shows a promotional banner for Leesa's Labor Day Sale. The banner features a dark blue header with the text "Labor Day Sale: Up to \$500 Off mattresses + 20% Off Bundles" and a countdown timer "EXPIRING SOON 00:16:27:41". Below the header is the Leesa logo and a navigation menu with links for Mattresses, Bases, Bedding & Cushions, Bundles, Labor Day Sale, and Blog. The main content area has a light blue background with a white pillow on the right. The text reads "LABOR DAY SALE" in red, followed by "Up to \$500 off mattresses" in large blue font. Below this is a sub-headline: "Celebrate the pursuit of rest this Labor Day! Shop our exclusive sale and get 2 free pillows.*" A red button labeled "Shop mattresses" is positioned below the sub-headline, and "*Details" is written in smaller text underneath. A left-pointing arrow is visible on the left side of the banner.

Captured on September 4, 2021

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Extended Presidents Day Sale: Up to \$500 Off Mattresses | EXPIRING SOON

leesa

Mattresses ▾ Bases ▾ Bedding & Cushions ▾ Bundles Presidents Day Sale Blog

EXTENDED PRESIDENTS DAY SALE

Up to \$500 off mattresses

+ FREE organic sheet set

Save now on select mattresses and get a FREE organic sheet set (worth up to \$179)! While supplies last.

[Details](#)

[Shop sale](#)

This screenshot shows the top of the Leesa website during a Presidents Day sale. The header is red with white text. The main content area is light blue with a white mattress and sheet set on the right. The text is in a clean, sans-serif font.

Captured on February 25, 2022

Up to \$700 off mattresses + 2 free pillows | EXPIRING SOON 02:17:35:25

Leesa

Mattresses ▾ Bases ▾ Bedding ▾ Blog 4th of July Sale

Up to \$700 off mattresses

+ 2 free pillows (\$120 value)

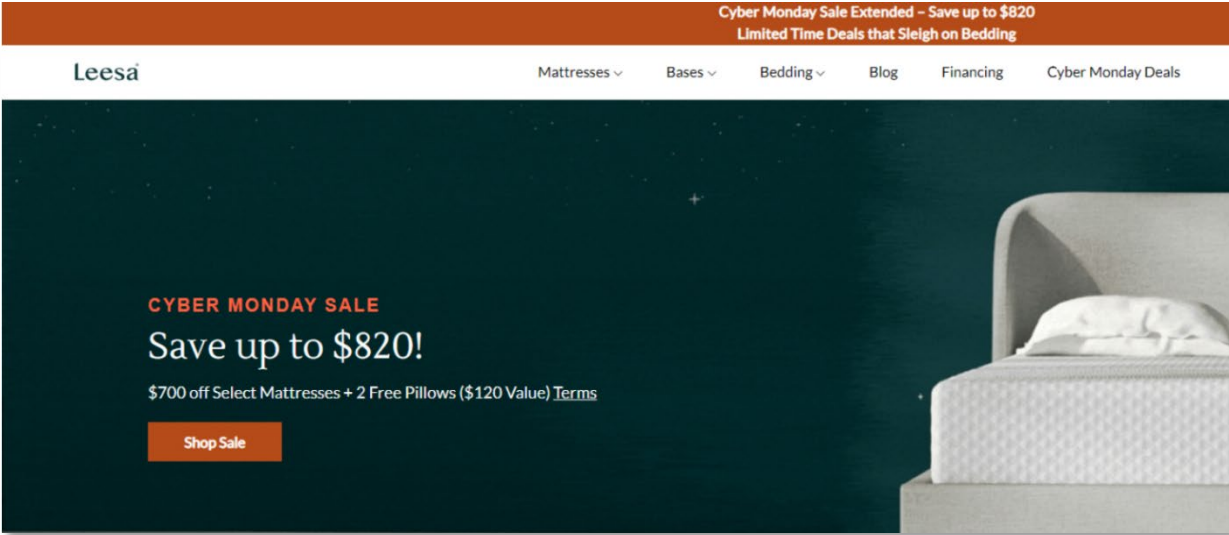
Meticulously designed mattresses for better sleep. [Terms](#)

[Shop sale](#)

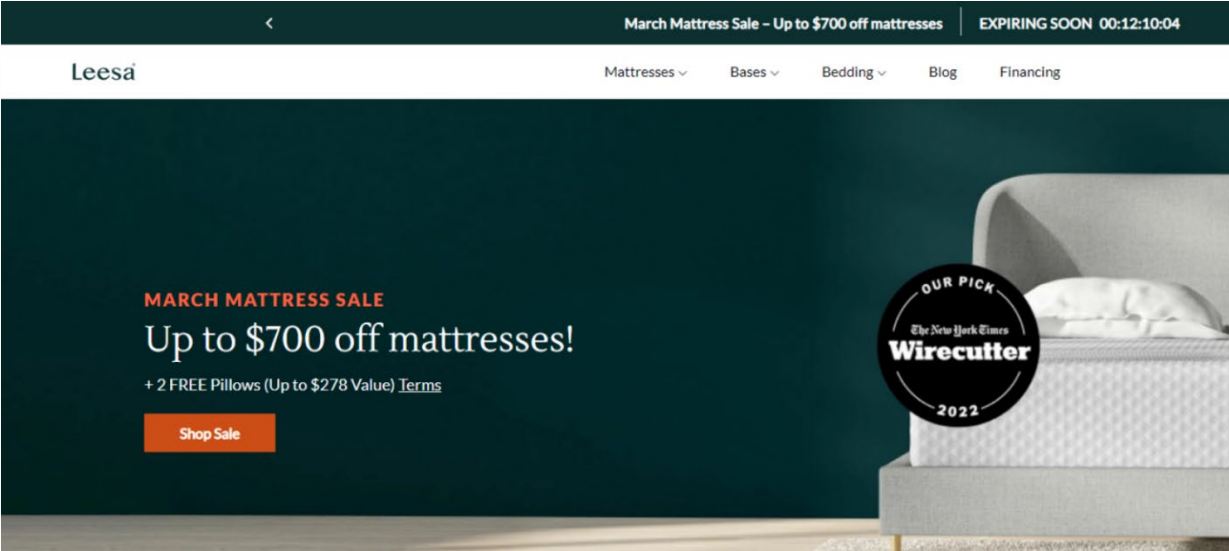
This screenshot shows the top of the Leesa website during a 4th of July sale. The header is dark green with white text. The main content area is dark green with a white mattress and pillows on the right. The text is in a clean, sans-serif font.

Captured on June 17, 2022

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Captured on December 1, 2022



Captured on March 27, 2023

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Original

FAN-FAVORITE

Exclusive stay-cool foam meets memory foam that hugs all the right spots. A customer favorite that's described as a "miracle" when it comes to comfort.

From: **\$749** ~~\$849~~
As low as \$24/mo

[Shop Sale](#)

Original Hybrid

VALUE HYBRID

Get that just-right Goldilocks feel with premium foams and 789+ pocket springs. Soft but firm, a little hug while staying cool and free to move.

From: **\$949** ~~\$1049~~
As low as \$30/mo

[Shop Sale](#)

Sapira Hybrid

BEST-SELLER

A winning combination of extra special foam layers and 1,000+ pocket springs for supremely un-disturbing support and cool comfort.

From: **\$1199** ~~\$1349~~
As low as \$38/mo

[Shop Sale](#)

Captured on July 25, 2023

Memorial Day Sale Early Access! EXPIRING SOON 00:13:33:49

[Mattresses](#) [Bases](#) [Accessories](#) [Bundles](#) [Deals](#) [About](#) [Blog](#) [Reviews](#) [Rewards](#)

Leesa hybrid Mattress

Features
Perks

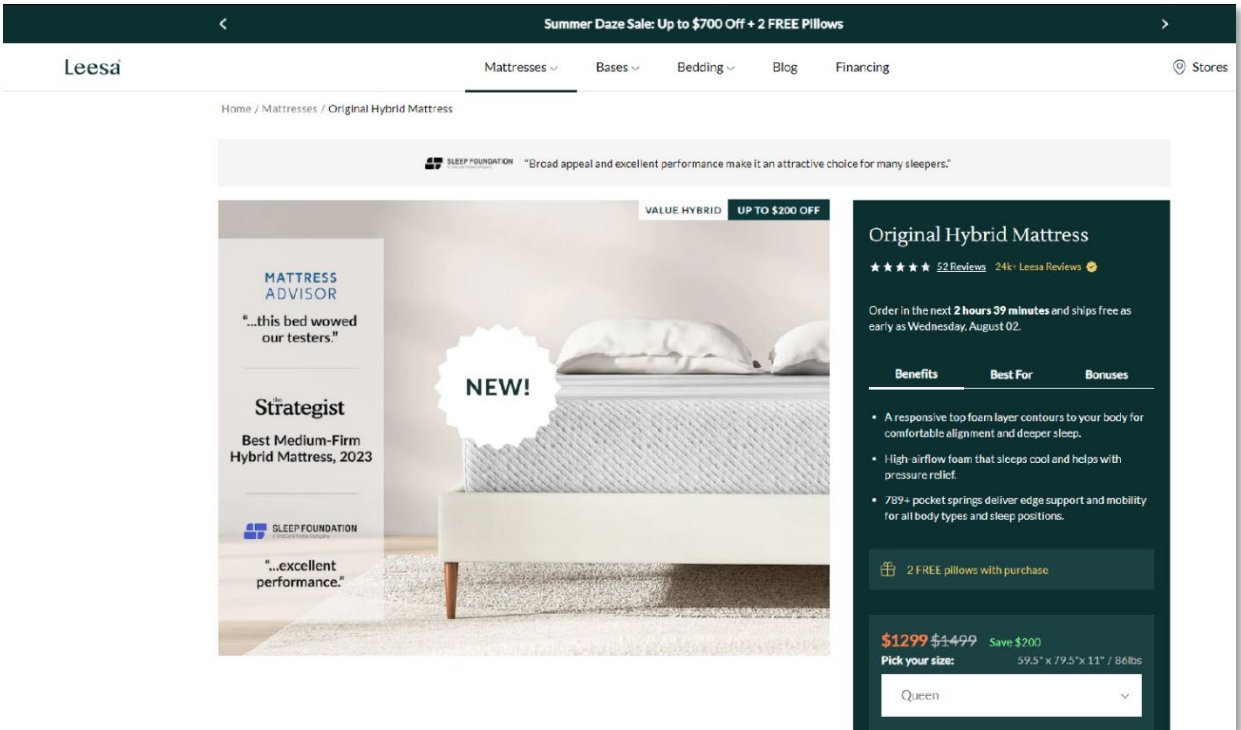
- Our award-winning, advanced hybrid mattress combines the benefits of premium foam with pocket springs for comfort and advanced support.
- A hole-punched top layer of foam sleeps cool, providing the hug and bounce you want in a mattress.
- 1,000+ active response pocket springs provide durability and stability for enhanced support for all types of sleepers.
- **2 FREE Down Alternative Pillows with mattress purchase while supplies last**

Pick your size:

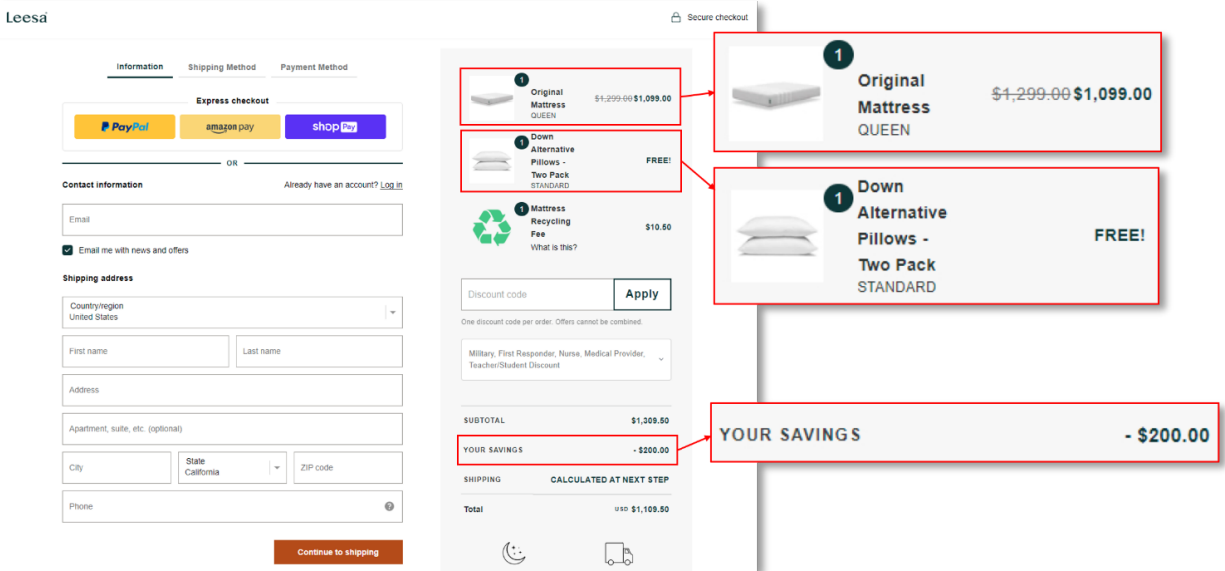
Twin \$1099 \$949	Twin XL \$1199 \$1049	Full \$1499 \$1299
Queen \$1799 \$1549	King \$1999 \$1699	Cal King \$1999 \$1699

Captured on May 21, 2021

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Captured on July 26, 2023



Captured on January 10, 2023

28. As a second example, below are example screenshots from www.helix.com:

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Labor Day Sale! Up to \$200 OFF + 2 FREE Dream Pillows

Labor Day Sale! Up to \$200 OFF + 2 FREE Dream Pillows Free, No Contact Delivery! [VIEW OFFER](#)

Mattresses ▾ Pillows ▾ Bases ▾ Bedding ▾ More ▾ [WHICH MATTRESS IS RIGHT? »](#) My Orders Cart 0

SAVE UP TO \$200 OFF YOUR MATTRESS

[WHICH MATTRESS IS RIGHT? »](#)

LABOR DAY SALE!

- \$100 off any mattress, use code LDAY100
- \$150 off orders of \$1,250+, use code LDAY150
- \$200 off orders of \$1,750+, use code LDAY200

Plus 2 free Dream Pillows with every mattress order!

[WHICH MATTRESS IS RIGHT? »](#)

Captured on August 23, 2021

Extended Memorial Day Sale! Up to \$350 OFF + 2 FREE Dream Pillows

Extended Memorial Day Sale! Up to \$350 OFF + 2 FREE Dream Pillows Free, No Contact Delivery! [VIEW OFFER](#)

Mattresses ▾ Financing ▾ Bases ▾ Bedding ▾ More ▾ [WHICH MATTRESS IS RIGHT? »](#) My Orders Cart 0

Find the Perfect Mattress for How You Sleep

[WHICH MATTRESS IS RIGHT? »](#)

MEMORIAL DAY SALE

- \$100 off \$600+ Code MDSALE100
- \$150 off \$1,250+ Code MDSALE150
- \$200 off \$1,700+ Code MDSALE200
- \$250 off \$2,550+ Code MDSALE250
- \$300 off \$2,700+ Code MDSALE300
- \$350 off \$2,950+ Code MDSALE350

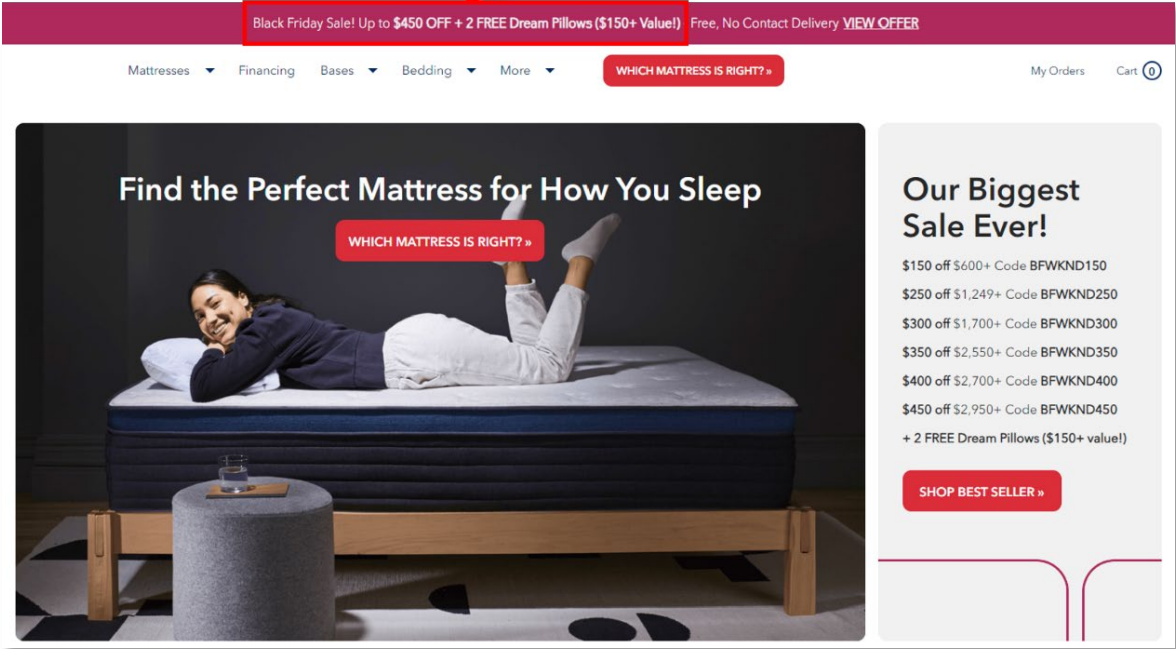
+ 2 FREE Dream Pillows

[SHOP BEST SELLER »](#)

Captured on June 14, 2022

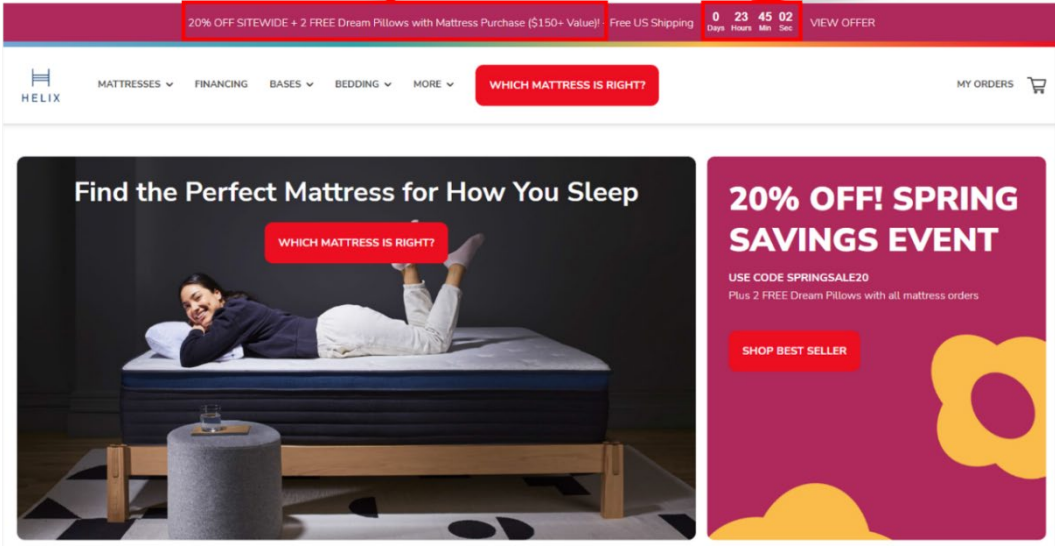
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Black Friday Sale! Up to \$450 OFF + 2 FREE Dream Pillows (\$150+ Value!)



Captured on November 16, 2022

20% OFF SITEWIDE + 2 FREE Dream Pillows with Mattress Purchase (\$150+ Value)! - 0 23 45 02 Days Hours Min Sec



Captured on April 3, 2023

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Weekend Flash Sale! 25% OFF SITEWIDE + 2 FREE Dream Pillows With All Mattress Purchases! Ends 12/17

Weekend Flash Sale! 25% OFF SITEWIDE + 2 FREE Dream Pillows With All Mattress Purchases! Ends 12/17 [VIEW OFFER*](#)

MATTRESSES ▾ FINANCING BASES ▾ BEDDING ▾ MORE ▾ **WHICH MATTRESS IS RIGHT?** MY ORDERS

Find the Perfect Mattress for How You Sleep

WHICH MATTRESS IS RIGHT?

Offer Ends 12/17

WEEKEND FLASH SALE!

25% OFF EVERYTHING +
2 FREE Dream Pillows with all Mattress Purchases

Use Code: WEEKEND25

Offer Ends 12/17

SHOP BEST SELLER

Captured on December 18, 2023

Labor Day Sale! 25% OFF SITEWIDE

Sale Ends 9/4

Labor Day Sale! 25% OFF SITEWIDE + 2 FREE Dream Pillows + FREE Mattress Protector with eligible* Mattress Purchase (\$209+ Value) Sale Ends 9/4 [VIEW OFFER*](#)

MATTRESSES ▾ FINANCING BASES ▾ BEDDING ▾ MORE ▾ **WHICH MATTRESS IS RIGHT?** MY ORDERS

Helix Sunset

Soft feel, for side sleepers. Cooling upgrades available.

Helix Sunset Luxe

Soft feel, for side sleepers. Extra support + cooling upgrades available.

Helix Sunset Elite

Unmatched luxury. Soft feel for side sleepers with ultimate support & cutting-edge cooling.

[Compare Mattresses](#)

Free Shipping / Ships in 3-8 business days

HELIX SUNSET

★★★★★ 1713 Reviews

Soft Feel Side Sleeper Support Pressure Point Relief

Pay Now **\$999** ~~\$1,332~~ 25% off (\$333) with code

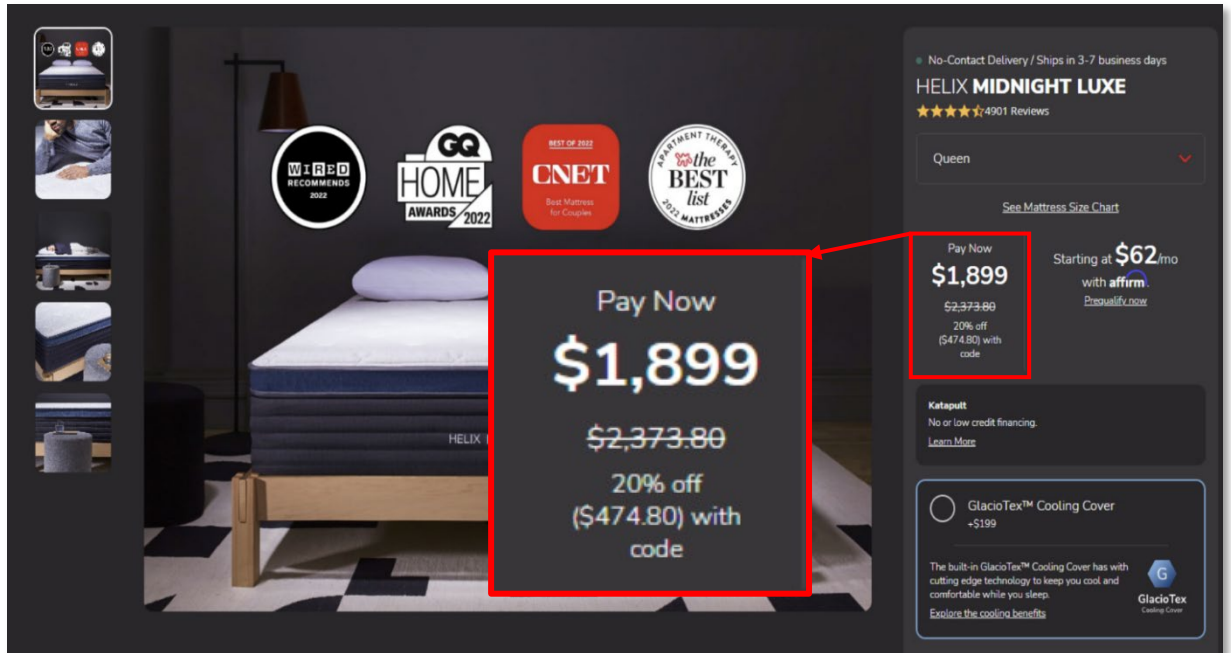
Starting at **\$84** /mo or 0% APR with **affirm** [Learn more](#)

Size: Queen

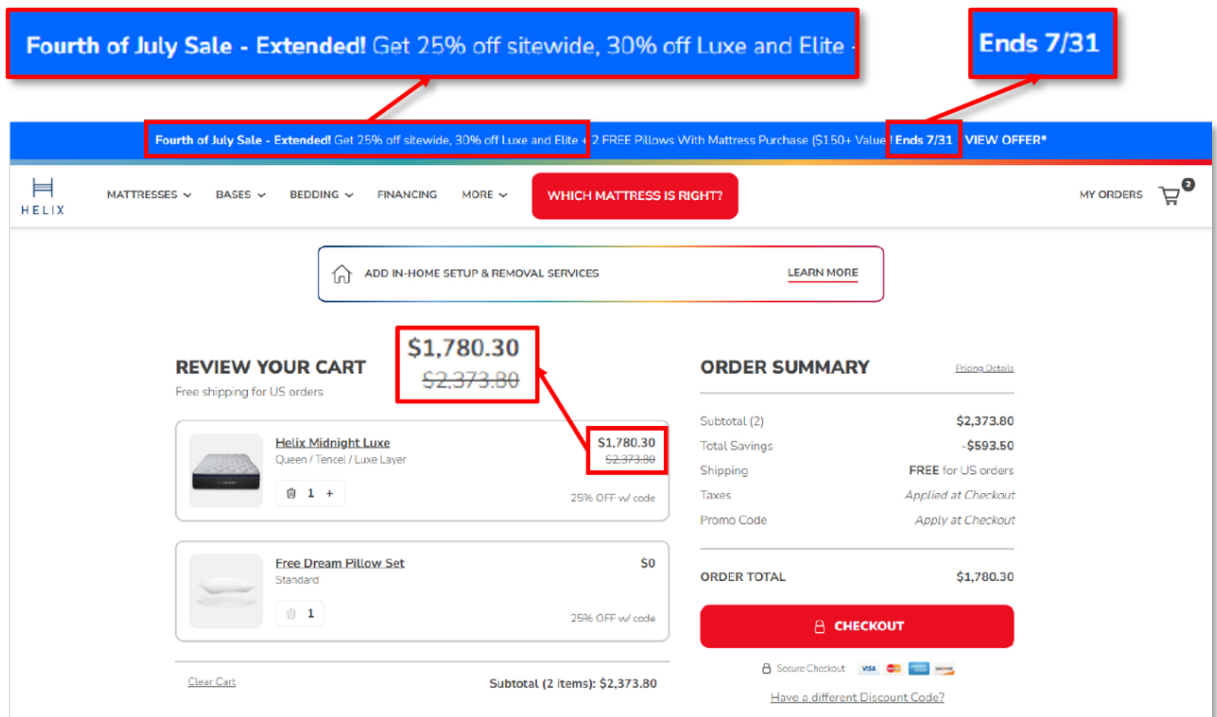
Mattress Upgrades: Breathe Knit Cover (included)

Captured on September 3, 2023

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Captured on March 1, 2023



Captured on July 31, 2024

1 25% Off Sitewide. Use Promo Code **MEMORIAL25**. Sale Ends 5/25/2023.

2 25% Off Sitewide. Use Promo Code **MEMORIAL25**. Sale Ends 5/25/2023.

3  MATTRESSES ▾ ACCESSORIES ▾ ABOUT US ▾

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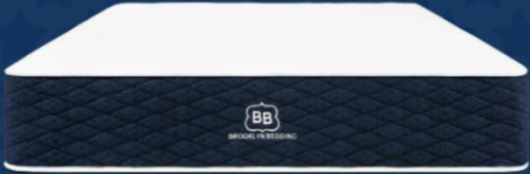
5 **MEMORIAL PREVIEW**

6 **SALE**

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8 **25% OFF**

9 **SITEWIDE**

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11 **SHOP NOW**


12 SALE ENDS MAY 25, 2023

13 *Captured on May 16, 2023*

14

15 25% Off Sitewide. Use Promo Code **FALL25**. Sale Ends 9/26/2023.

16 25% Off Sitewide. Use Promo Code **FALL25**. Sale Ends 9/26/2023.


17  MATTRESSES ▾ ACCESSORIES ▾ ABOUT US ▾

18

19 **FALL SALE**

20 **25% OFF**

21 **SITEWIDE**

22 

23 **SHOP NOW**

24 **SALE ENDS SEPT. 26, 2023**

25 **SALE ENDS SEPT. 26, 2023**

26 *Captured on September 25, 2023*

1 25% Off Sitewide. Use Promo Code **GIFT25**. Sale Ends 12/12/2023.

2 25% Off Sitewide. Use Promo Code **GIFT25**. Sale Ends 12/12/2023.

3  BROOKLYN BEDDING MATTRESSES ▾ ACCESSORIES ▾ ABOUT US ▾

4 

5 **GIFT OF SLEEP**

6 **25% OFF**

7 **SITEWIDE**

8 [SHOP NOW](#)

9 SALE ENDS DEC. 12, 2023

12 *Captured on December 11, 2023*

14 30% Off Sitewide. Use Promo Code **PRESDAY30**. Sale Ends 2/19/2024.

15 30% Off Sitewide. Use Promo Code **PRESDAY30**. Sale Ends 2/19/2024.

16  BROOKLYN BEDDING MATTRESSES ▾ ACCESSORIES ▾ ABOUT US ▾ CL

17 

18 **30% OFF**

19 **SITEWIDE**

20 **PRESIDENTS DAY**

21 **SALE**

22 

23 [SHOP NOW](#)

24 SALE ENDS FEB. 19, 2024

25 *Captured on February 20, 2024*

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25% Off Sitewide. Use Promo Code REFRESH25. Sale Ends 4/23/2024.

BIG SPRING REFRESH
25% OFF
SITEWIDE
SHOP NOW
SALE ENDS APRIL 23, 2024

Captured on April 18, 2024

25% Off Sitewide. Use Promo Code JULY25. Sale Ends 7/1/2022.

25% OFF
USE CODE: JULY25

BROOKLYN AURORA HYBRID
Advanced cooling technology in a luxury hybrid
★★★★☆ 2637 Reviews
~~\$1,624.00~~ **\$1,218.00**

MADE IN ARIZONA 120 NIGHT TRIAL FREE SHIPPING & RETURNS

SIZE: Full
FIRMNESS: Soft

ADD TO CART

Captured on July 10, 2022

25% Off Sitewide. Use Promo Code **LABORDAY25**. Sale Ends 9/4/2023.

25% Off Sitewide. Use Promo Code **LABORDAY25**. Sale Ends 9/4/2023.

Estimated to Ship in 2-7 Business Days

BROOKLYN ESSENTIAL
Comfort simplified

~~\$532~~ **\$399**

ARIZONA FACTORY 120 NIGHT TRIAL FREE SHIPPING

SIZE: Twin

ADD TO CART

Captured on August 19, 2023

25% Off Sitewide. Use Promo Code **MEMORIAL25**. Sale Ends 5/27/2024.

25% Off Sitewide. Use Promo Code **MEMORIAL25**. Sale Ends 5/27/2024.

Your Shopping Cart

PRODUCT	ITEM PRICE	QUANTITY	TOTAL
Signature Hybrid Size: Twin Firmness: Medium Add Cooling Pillow Top: No	\$665 \$498.80	1	\$665 \$498.80 MEMORIAL25

Subtotal: \$665
Discount: **MEMORIAL25** -\$166.30
Shipping: Free Shipping within US
Tax: Taxes will be calculated at checkout
Total: \$498.80

PROCEED TO CHECKOUT

Captured on May 13, 2024

30. Sales advertised on the Defendant Websites often offer “up to” \$X off, but they advertise *some* purported discount to items sitewide. For example, while the king-size of a

1 certain mattress may be advertised with a higher purported discount (“Save \$400”) than the twin-
2 size (“Save \$150”), all sizes of the same mattress (and other Products) are always advertised as
3 on sale for a discounted price.²

4 31. Defendant represents and has represented that these discounts will only be
5 available for a limited time, but in reality, they continue indefinitely.

6 32. For example, as depicted below, the Leesa website represents that sales expire on
7 a particular date or when the countdown clock expires, for example: “Offer valid 4/4/23 at 8:00
8 AM ET – 5/2/23 8:00 AM ET.” To reasonable consumers, this means that after the specified
9 date, the Products will no longer be on sale and will retail at their purported regular price. But
10 immediately after each purportedly time-limited sale ends, another similar discount is displayed
11 on the website, with a new expiration date.

12 33. For example, on April 19, 2023, the Leesa website advertised a purportedly time-
13 limited sale that was “valid 4/4/23 at 8:00 AM ET – 5/2/23 8:00 AM ET.”

14 **Spring Refresh Sale Offer Terms**

15 Offer valid 4/4/23 at 8:00 AM ET – 5/2/23 8:00 AM ET

16 **Up to \$700 Off Select Mattresses + 2 Free Pillows (Up to \$120 Value)**

17 Discount automatically applied to the Studio, Original, Original Hybrid, Sapira
18 Hybrid, and Legend Hybrid mattresses. Two free Down Alternative Pillows will be
19 added to your cart; however, these items are not eligible for free returns or
warranty claims. Excludes Bundles, Youth, Kids, and Trundle mattresses.

20 **Up to 20% Off Select Bedding**

21 Discount automatically applied to bedding.

22 *Captured on April 19, 2023*

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26 ² A limited set of Products are sometimes excluded from the Defendant Website sales and
27 discounts (for example, Leesa “trundle mattresses”). Other than these exclusions, the advertised
28 sales are sitewide and always available. And, as explained below, the proposed Class only
includes consumers who purchased Products advertised at a discount.

1 Machine (available at www.archive.org).³ Defendant’s sales have persisted continuously for
2 years. For example, 54 randomly selected screenshots of www.leesa.com, were collected from
3 the Internet Archive’s Wayback Machine, from the 2020-2022 period. In addition, 46 additional
4 screenshots from the www.leesa.com website were captured in 2023 by visiting the website and
5 recording screenshots. One hundred percent of the 100 randomly selected screenshots of the
6 website, captured on the Wayback Machine and directly on the website, displayed a purportedly
7 time-limited discount.

8 40. As a second example, 75 randomly selected screenshots of www.helixsleep.com
9 were collected from the Internet Archive’s Wayback Machine, from the 2021-2024 period. One
10 hundred percent of the 75 randomly selected screenshots of the website, captured on the
11 Wayback Machine displayed a purportedly time-limited sitewide discount.

12 41. As a third example, 48 randomly selected screenshots of
13 www.brooklynbedding.com were collected from the Internet Archive’s Wayback Machine,
14 spanning from 2022 to June, 2024. One hundred percent of these screenshots displayed a
15 purportedly time-limited discount.

16 42. Using the tactics described above, Defendant leads and has led reasonable
17 consumers to believe that they will get a discount on the Products they are purchasing if they
18 purchase during a “limited time” promotion. In other words, it leads and has led reasonable
19 consumers to believe that if they buy now, they will get a Product worth X at a discounted, lower
20 price Y. This creates a sense of urgency: buy now, and you will receive something worth more
21 than you pay for it; wait, and you will pay more for the same thing later.

22 43. Based on Defendant’s advertisements, reasonable consumers reasonably believe
23 that the prices displayed in “strikethrough font” (*e.g.*, “\$1400”) are the regular prices and former
24 prices (that is, the price at which the goods were actually offered for sale on the Defendant
25 Website before the limited-time offer went into effect). In other words, reasonable consumers
26 reasonably believe that the listed strikethrough regular prices advertised on the Defendant

27
28 ³ The Internet Archive, available at archive.org, is a library that archives web pages.
<https://archive.org/about/>.

1 Website represent the amount that consumers formerly had to pay on the Defendant Website for
2 the goods, before the limited-time sale began. Said differently, reasonable consumers reasonably
3 believe that, prior to the supposedly time-limited sale, consumers buying from the Defendant
4 Website had to pay the regular price to get the item and did not have the opportunity to get a
5 discount from that regular price.

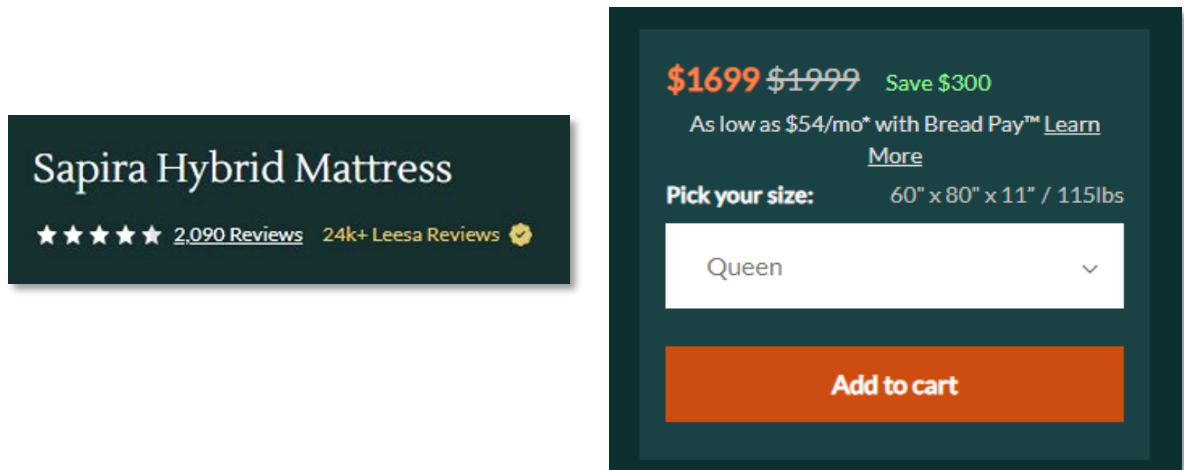
6 44. Reasonable consumers also reasonably believe that the listed regular prices
7 advertised on the Defendant Website represent the true market value of the Products, and are the
8 prevailing prices for those Products; and that they are receiving reductions from those listed
9 regular prices in the amounts advertised. In truth, however, the Defendant Websites always offer
10 discounts off the purported regular prices advertised. As a result, everything about Defendant’s
11 price and purported discount advertising is and has been false. The regular prices the Websites
12 advertise are not actually the regular or former prices, or, as discussed below, the prevailing
13 prices for the Products. And, the listed regular prices do not represent the true market value for
14 the Products, because the Products are *always* available for less than that on the Defendant
15 Websites, and customers did not have to formerly pay that amount to get those items. The
16 purported discounts the Websites advertise are not the true discount the customer is receiving,
17 and are often not a discount at all. Nor are the purported discounts “LIMITED TIME” or
18 “EXPIRING SOON”—quite the opposite, they are always available.

19 **B. Defendant’s purported regular prices were not the prevailing prices during**
20 **the 90 days immediately preceding Defendant’s advertisement of the**
21 **purported discount.**

22 45. As explained above, Defendants sell and have sold the Defendant Products
23 through the Defendant Websites. Some Defendant Products are also available through a small
24 number of third-party retailers.

25 46. For example, Leesa Products are sometimes available from third-party retailers,
26 including Amazon, Potterybarn, and West Elm. Often, third-party retailers sell the Leesa
27 Products for prices below Defendant’s listed regular prices. For example, on October 22, 2023,
28

1 the Leesa website advertised the queen-sized Sapira Hybrid Mattress with a listed regular price
2 of \$1,999, for a supposedly discounted price of \$1,699:



11 47. On the same day, Amazon was selling the Product for \$1,699—the supposedly
12 “discounted” price the Leesa website was advertising. But on Amazon, that supposedly
13 discounted price was listed as the regular price. And, on the listing, Amazon represented to
14 consumers that the “List Price” is “the suggested retail price ... as provided by a manufacturer,
15 supplier, or seller.” Defendant Brooklyn Bedding is the current manufacturer and supplier of
16 these Products, and Defendant Night US LLC was the manufacturer and supplier prior to March
17 10, 2023. So, for this Product, Defendant provided Amazon with a suggested retail price equal
18 to its own supposedly “discounted” price and below its own advertised “regular” prices.

19 48. Plus, for consumers who are Amazon “Prime” members, Amazon sold the
20 mattress for an even lower price (\$1,444.15).

1 Non-Prime member:

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Leesa Sapira Hybrid 11" Mattress, Queen Size, Premium Cooling Foam and Pocket Spring / CertiPUR-US Certified / 100-Night Trial, White and Gray

Visit the Leesa Store

4.3 ★★★★★ 276 ratings

\$1,699⁰⁰

Join Prime to buy this item at \$1,444.15

Pay \$120.35/month for 12 months, interest-free upon approval for Amazon Visa

Delivery & Support

Select to learn more

Haul Away & Unpack available

Ships from Amazon.com

Eligible for Return, Refund or Replacement within 100 days of receipt

Customer Support

13 Prime member:

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Leesa Sapira Hybrid 11" Mattress, Queen Size, Premium Cooling Foam and Pocket Spring / CertiPUR-US Certified / 100-Night Trial, White and Gray

Visit the Leesa Store

4.3 ★★★★★ 276 ratings

With Prime

-15% \$1,444¹⁵

List Price: ~~\$1,699.00~~

Exclusive Prime price

Pay \$120.35/month for 12 months, interest-free upon approval for Amazon Visa

Delivery & Support

Select to learn more

Ships from Amazon.com

Eligible for Return, Refund or Replacement within 100 days of receipt

The List Price is the suggested retail price of a new product as provided by a manufacturer, supplier, or seller. Except for books, Amazon will display a List Price if the product was purchased by customers on Amazon or offered by other retailers at or above the List Price in at least the past 90 days. List prices may not necessarily reflect the product's prevailing market price. Learn more

26 49. And, a third-party Amazon price tracker reveals that in the three-months
27 preceding the day of the screenshots above (October 22, 2023), the queen-sized Leesa Sapira

28

1 Hybrid mattress was never sold at the purported regular price of \$1,999 on Amazon, and was
2 always sold, even to non-Prime subscribers, for at least \$100 less than that price.

3 50. Amazon regularly sells Leesa Products to “Prime” subscribers for lower prices
4 than even Leesa’s purported “discount” prices. For example, on October 22, 2023, the following
5 prices were advertised on Leesa.com and Amazon.com for Leesa Products:

6 Product	7 Leesa.com Listed Regular Price	8 Leesa.com “Discounted” Price	9 Amazon.com Price
10 Original Mattress 11 (Queen)	\$1299	\$1099	\$808.14
12 Original Hybrid 13 Mattress (Queen)	\$1499	\$1299	\$1199.25
14 Sapira Hybrid 15 Mattress (Queen)	\$1999	\$1699	\$1444.15
16 Studio Mattress 17 (Queen)	\$799	\$749	\$636.65
Legend Hybrid Mattress (Queen)	\$2599	\$2099	\$1574.25

18 51. In short, as information from Amazon shows, third-party sellers regularly sell
19 Leesa Products for less than the purported regular prices that the Leesa website advertises. This
20 is not surprising, as prices charged by third-party retailers converge on the Leesa website price,
21 especially since this Product is sold in an e-commerce market and Defendant, the manufacturer,
22 sells and has sold the Products directly to consumers through the publicly available Leesa
23 website.

24 52. Moreover, regardless of third-party retailers’ prices, Leesa Products are primarily
25 sold through the Leesa branded website, www.leesa.com. If consumers are searching for a Leesa
26 Product, they will go to the Leesa website. For example, if a consumer Googles “Leesa
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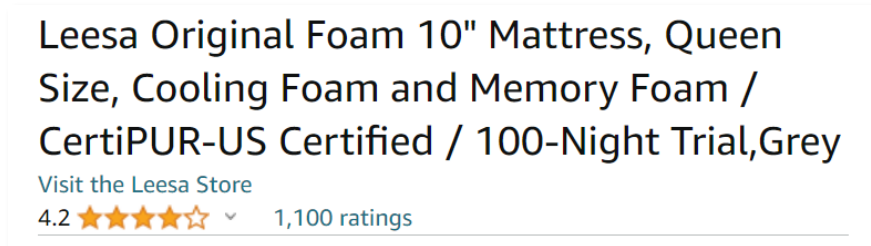
1 Mattress,” the first non-sponsored result will be Leesa.com (followed by a New York Times
2 review that repeatedly cites to Leesa.com⁴).

3 53. The difference in the number of product reviews on the Leesa website versus
4 Amazon.com, one of the world’s largest retailers of consumer goods, also shows that the Leesa
5 Products are most commonly sold on the Leesa website (for the Leesa website prices). For
6 example, as of January 22, 2025, the Leesa “Original Mattress” had 19,989 reviews on Leesa’s
7 website, but only 1,100 on Amazon.com:

8 Leesa.com:



14 Amazon.com:



20 54. So, because the Leesa Products are most commonly sold on the Leesa website,
21 they are most commonly sold for the discounted prices always available on the Leesa website.

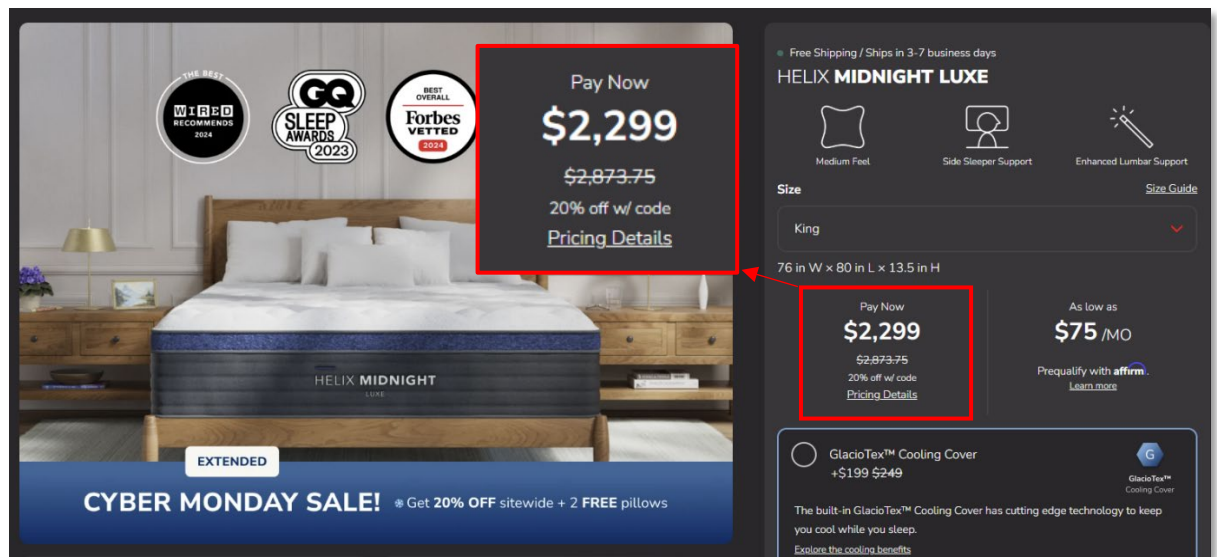
22 55. Moreover, as discussed above, Amazon regularly sells Leesa Products to its
23 “Prime” subscribers for far lower prices than Leesa’s listed regular prices. And, because the vast
24 majority of Amazon shoppers have a “Prime” membership, the vast majority of Amazon’s sales
25 of Leesa Products are at these lower prices.⁵ Thus, between sales on the Leesa website and
26

27 ⁴ <https://www.nytimes.com/wirecutter/reviews/leesa-mattress/>.

28 ⁵ <https://www.statista.com/statistics/234253/share-of-amazon-prime-subscribers-in-the-united-states/>.

1 Amazon, the Products routinely and predominantly sell for prices below the Leesa website's
2 purported regular prices, and the listed regular prices are not the prevailing market rates.


3 56. As a second example, some Helix Products are also available through a small
4 number of third-party websites and retailers, including Amazon and Wayfair. Regularly, Helix
5 Products are available from third-party websites and retailers for prices below Defendant's listed
6 regular prices. For example, on December 12, 2024, Defendant advertised its bestselling Helix
7 Midnight Luxe mattress, in king-size, with a listed regular price of \$2,873.75 for a supposedly
8 discounted price of \$2,299:



18 57. On the same day, the product was available on both Amazon and Wayfair for
19 \$2,299—the supposedly discounted price Defendant was advertising:

1 Amazon:

2 Home & Kitchen › Furniture › Bedroom Furniture › Mattresses & Box Springs › Mattresses

3  **Helix Midnight Luxe Mattress, King**
4 Visit the Helix Store
4.1 ★★★★★ ☆ 10

5 **-20% \$2,299⁰⁰**
List Price: ~~\$2,873.75~~

6 **Or \$108.18 /mo (24 mo).** Select from 2 plans

7 Pay ~~\$2,299.00~~ **\$2,099.00**; get a **\$200 Amazon Gift Card** upon approval for the Amazon Business Prime Card. Terms apply. Learn more


8 Size: **King**
Twin Twin XL Full Queen **King** California King

9 Style: **Medium - Midnight Luxe**
Medium - Midnight Luxe Soft - Sunset Luxe

10 Soft - Sunset Luxe with GlacioTex Cooling Firm - Twilight Luxe

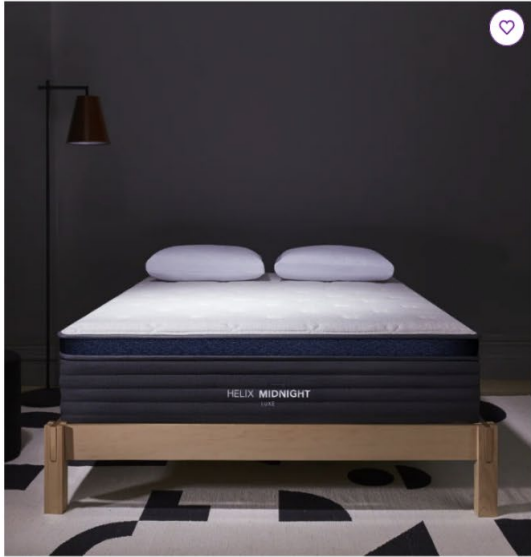
11 Medium - Midnight Luxe with GlacioTex Cooling

12 Firm - Twilight Luxe with GlacioTex Cooling

13  **Brand** Helix
Size King
Product Dimensions 80"L x 76"W x 13.5"Th

13 Wayfair:

14 Bed & Bath / Mattresses & Foundations / All Mattresses / SKU: HLX1014


15  **Helix Midnight Luxe 13" Medium Hybrid Mattress**
16 See More by [Helix Mattress](#)
4.1 ★★★★★ ☆ 3018 [Reviews](#)

17 **\$2,299.00** | \$128/mo. suggested payments w/18 mo. financing¹
18 [Apply Now](#)

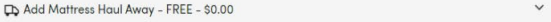
19 Pro Price: ~~\$~~ [Businesses Only](#) [Enroll your business](#) for FREE to save on select items.

20 Mattress Size: **King**
Twin Extra-long Twin Full / Double Queen **King** California King

21 FREE Delivery
22 Get it Mon, Dec 23 - Fri, Dec 27 to 90402

23  **Add to Cart**

24 **More Offers and Savings**
25 Earn \$114.95 in rewards with 5% back¹, plus members-only sales and more when you join Wayfair Rewards
26 [Join now for \\$29/year](#)

27 **Services**
28 

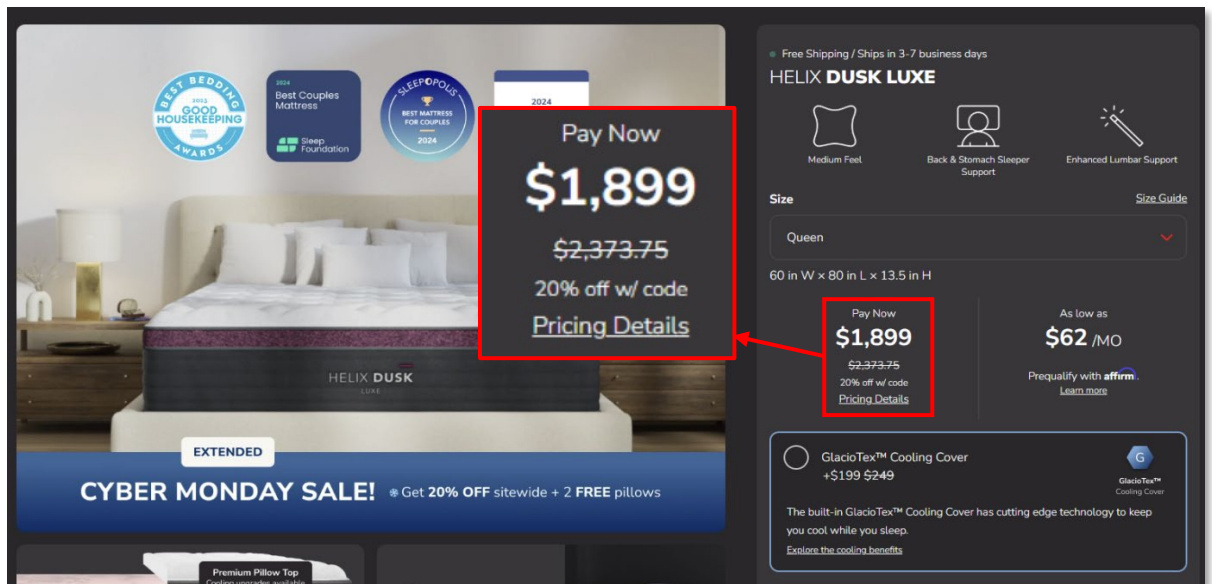
24 58. And, a third-party Amazon price tracker reveals that in the three months prior to
25 December 12, 2024, the average price of the king-sized Helix Midnight Luxe mattress on
26 Amazon was \$2,216.59⁶—substantially lower than Defendant’s purported regular price

27 _____
28 ⁶ The average Amazon price in the 180 days prior to December 12 was even lower:
\$2,170.62.

1 (\$2,873.75), and lower than even its purported discount price (\$2,299). And, during that same
2 period—and over the entire 213 days for which the tracker had data as of December 13, 2024—
3 the product was only offered for a price higher than \$2,299 (the purported discount price) on two
4 dates. On every other date, the Product was listed at \$2,299, or less.

5 59. As a second example, on December 12, 2024, Defendant advertised the queen-
6 sized Helix Dusk Luxe mattress with a listed regular price of \$2,373.75 for a supposedly
7 discounted price of \$1,899:

8 60. On that same day, the product was available on both Amazon and Wayfair for
9 \$1,899—the supposedly discounted price Defendant was advertising.



1 Amazon:⁷

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Click image to open expanded view

4 VIDEOS

Brand	Helix
Size	Queen
Product Dimensions	80\"L x 60\"W x 13.5\"Th
Top Style	Euro Top
Number of Layers	6

13 Wayfair:

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See More by [Helix Mattress](#)

4.2 ★★★★★ 432 Reviews

\$1,899.00 | \$106/mo. suggested payments w/18 mo. financing¹ or [Apply Now](#)

Earn \$94.95 in rewards with 5% back², plus members-only sales and more when you join Wayfair Rewards [Join now for \\$29/year](#)

Mattress Size: Queen

Twin Extra-long Twin Full / Double Queen King California King

FREE Delivery
Get it Mon, Dec 23 - Fri, Dec 27 to 90402

1 Add to Cart

Services

- Add Mattress Haul Away - FREE - \$0.00
- Add 10 Year Protection Plan - \$79.99

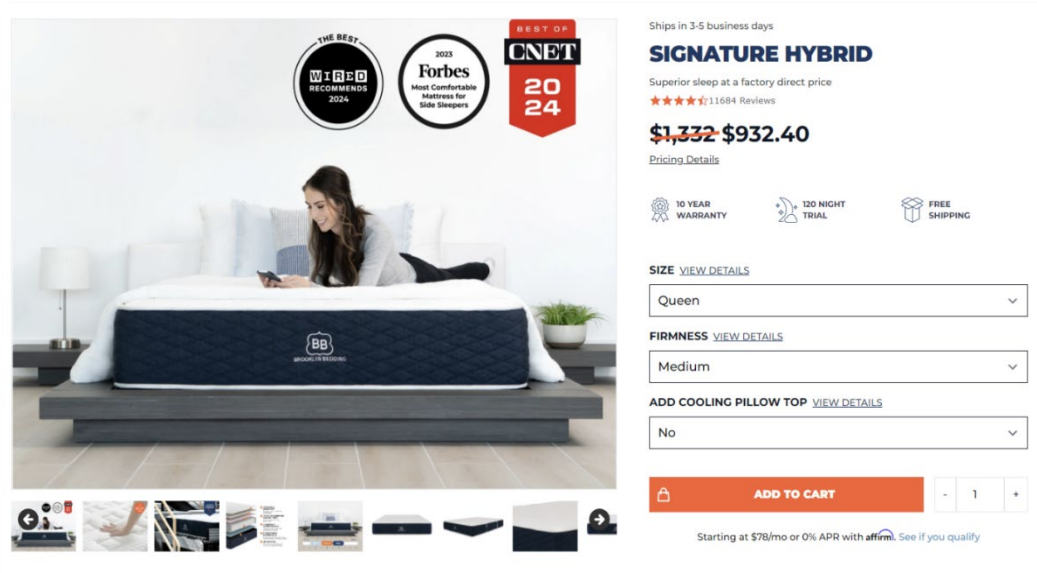
25 ⁷ Again, a third-party Amazon price tracker reveals that in the three months prior to
26 December 12, 2024, the average price of the queen-sized Helix Dusk Luxe mattress on Amazon
27 was \$1,834.81—substantially lower than Defendant’s purported regular price (\$2,373.75), and
28 lower than even its purported discount price (\$1,899). And, during that same period—and over
the entire 205 days for which the tracker had data as of December 13, 2024—the product was
only offered for a price higher than \$1,899 on two dates.

1 61. In short, as the above shows, Helix Products are regularly available from third-
2 party websites and sellers for less than the purported regular prices that helix.com advertises.
3 This is not surprising, as prices charged on third-party websites and by third-party retailers
4 converge on Defendant’s price, especially since the Products are sold in an e-commerce market
5 and Defendant, the manufacturer, sells the Products directly to consumers through its publicly
6 available website.

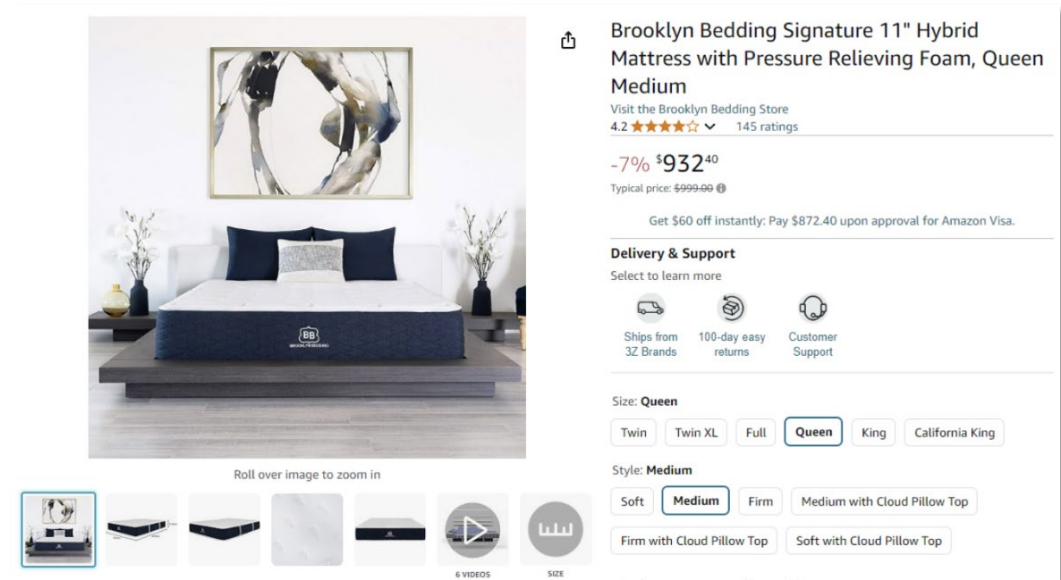
7 62. Moreover, regardless of third-party websites’ and retailers’ prices, Helix Products
8 are primarily sold through Defendant’s branded website, www.helixsleep.com. If consumers are
9 searching for a Helix Product, they will go to Defendant’s website. For example, if a consumer
10 Googles “Helix Mattress,” the first several results will be to www.helixsleep.com. So, because
11 the Helix Products are most commonly sold on Defendant’s website, they are most commonly
12 sold for the discounted prices available on Defendant’s website.

13 63. Moreover, as discussed above, Helix Products are regularly available on
14 Amazon—one of the world’s largest retailers of consumer goods—for far lower prices than
15 Defendant’s listed regular prices. Thus, between sales on Defendant’s website and Amazon, the
16 Products routinely and predominantly sell for prices below Defendant’s purported regular prices,
17 and the listed regular prices are not the prevailing market rates.

18 64. As a third example, some Brooklyn Bedding Products are also available through a
19 small number of third-party websites and retailers, including Amazon, Walmart, and Wayfair.
20 Regularly, Brooklyn Bedding Products are available from third-party websites and retailers for
21 prices below Defendant’s listed regular prices. For example, on November 13, 2024, Defendant
22 advertised the queen-sized Signature Hybrid Mattress with a listed regular price of \$1,332 for a
23 supposedly discounted price of \$932.40:
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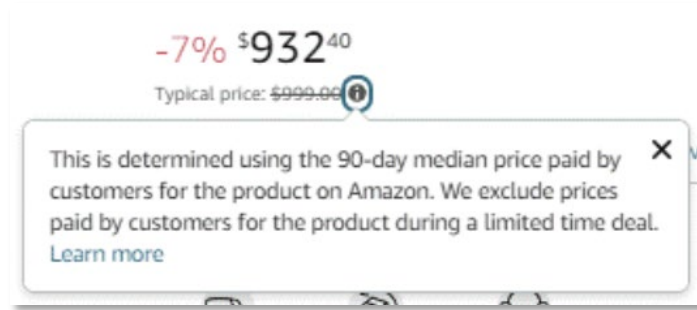


65. On the same day, the product was available on Amazon for \$932.40—the supposedly discounted price Defendant was advertising:



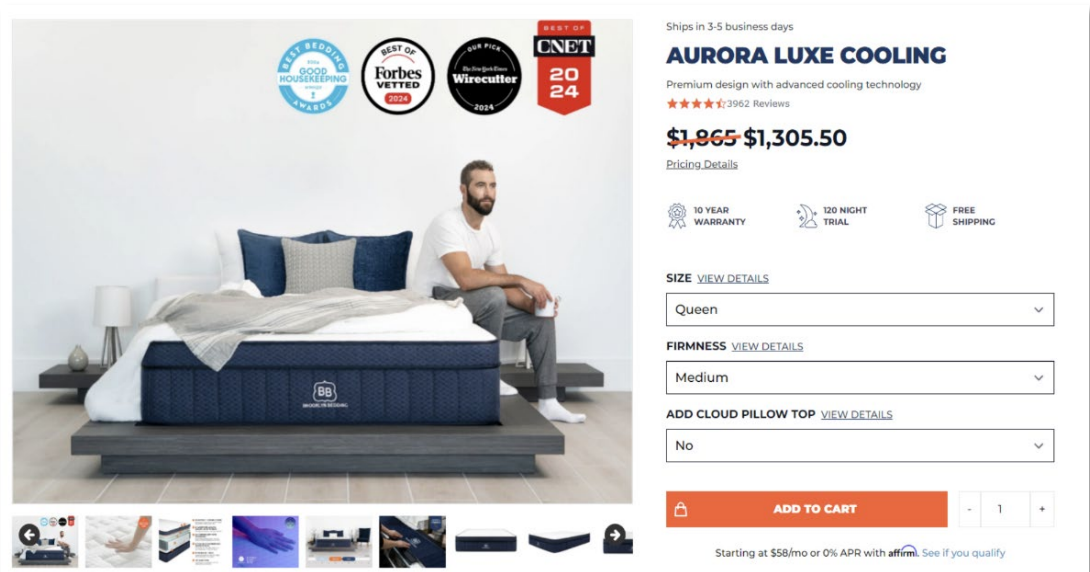
66. Plus, on the listing, Amazon displayed a “[t]ypical price” of \$999.00, and explained to consumers that the “[t]ypical price” is “determined using the 90-day median price paid by customers for the product on Amazon,” excluding prices paid by customers when the product was for sale pursuant to a “limited time deal.” In other words, the median Amazon price

1 was far less than Defendant’s advertised regular price of \$1,332, even without accounting for
2 times when the price was lower because of limited time sales on Amazon.



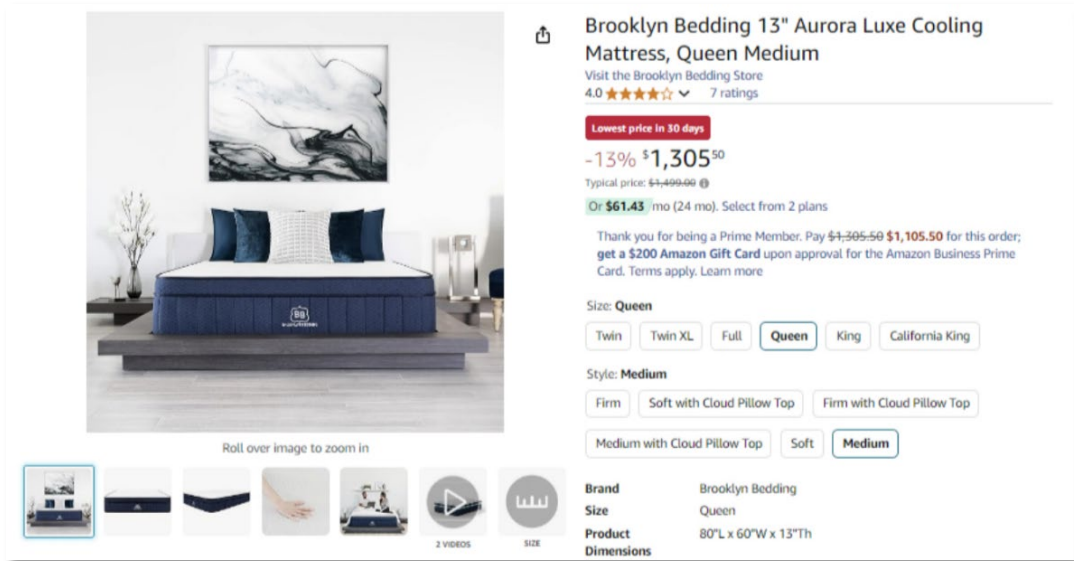
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8 67. And, a third-party Amazon price tracker reveals that in the three-months prior to
9 November 18, 2024, the queen-sized Signature Hybrid Mattress was never sold at Defendant’s
10 purported regular price of \$1,332 on Amazon. In fact, the Product was regularly available for
11 Defendant’s purported sale price of \$932.40 (including consistently from November 1 to
12 November 18), and never cost more than \$999.00 (more than \$300—and a full 25%—less than
13 the listed regular price on the Brooklyn Bedding Website).

14 68. As a second example, on November 13, 2024, Defendant advertised the queen-
15 sized Aurora Luxe Cooling Mattress with a listed regular price of \$1,865 for a supposedly
16 discounted price of \$1,305.50:



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26 69. On that same day, the product was available on Amazon for \$1,305.50—the
27 supposedly discounted price Defendant was advertising. And the Amazon page for the product
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1 showed a “[t]ypical” price (which was calculated without considering limited time sale prices) of
2 \$1,499.00—more than \$300 less than Defendant has advertised regular price:⁸



13 70. In short, as the above shows, Brooklyn Bedding Products are regularly available
14 from third-party websites and sellers for less than the purported regular prices that the Brooklyn
15 Bedding Website advertises. This is not surprising, as prices charged on third-party websites and
16 by third-party retailers converge on Defendant’s price, especially since the Products are sold in
17 an e-commerce market and Defendant, the manufacturer, sells the Products directly to consumers
18 through its publicly available website.

19 71. Moreover, regardless of third-party websites’ and retailers’ prices, Brooklyn
20 Bedding Products are primarily sold through Defendant’s branded website,
21 www.brooklynbedding.com. If consumers are searching for a Brooklyn Bedding Product, they
22 will go to Defendant’s website. For example, if a consumer Googles “Brooklyn Bedding
23 Mattress,” the first several results will be www.brooklynbedding.com.

24 72. The difference in the number of product reviews on Defendant’s website versus
25 Amazon.com, one of the world’s largest retailers of consumer goods, also shows that the
26 Brooklyn Bedding Products are most commonly sold on Defendant’s website (for Defendant’s

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28 ⁸ On that same day, Wayfair.com was selling the Aurora Luxe Cooling Mattress for \$1,499, again more than \$300 less than Defendant’s advertised regular price.

1 prices). For example, as of November 19, 2024, the Brooklyn Bedding Signature Hybrid
2 Mattress had 11,688 reviews on Defendant’s website, but only 145 on Amazon.com:

3 Brooklyn Bedding’s Website:



10 Amazon:



15 73. Similarly, as of November 19, 2024, the Brooklyn Bedding Aurora Luxe Cooling
16 Mattress had 3,965 reviews on Defendant’s website, but only 7 on Amazon.com:

17 Brooklyn Bedding’s Website:



1 Amazon:

2
3 **Brooklyn Bedding 13" Aurora Luxe Cooling**
4 **Mattress, Queen Medium**

5 [Visit the Brooklyn Bedding Store](#)

6 4.0 ★★★★★ 7 ratings

7 74. So, because the Brooklyn Bedding Products are most commonly sold on
8 Defendant's website, they are most commonly sold for the discounted prices routinely available
9 on Defendant's website.

10 75. Moreover, as discussed above, Brooklyn Bedding Products are regularly available
11 on Amazon—one of the world's largest retailers of consumer goods—for far lower prices than
12 Defendant's listed regular prices. Thus, between sales on Defendant's website and Amazon, the
13 Brooklyn Bedding Products routinely and predominantly sell for prices below Defendant's
14 purported regular prices, and the listed regular prices are not the prevailing market rates.

15 **C. Defendant's advertisements are unfair, deceptive, and unlawful.**

16 76. Section 17500 of California's False Advertising Law prohibits businesses from
17 making statements they know or should know to be untrue or misleading. Cal. Bus. & Prof.
18 Code § 17500. This includes statements falsely suggesting that a product is on sale, when it
19 actually is not.

20 77. Moreover, section 17501 of California's False Advertising Law specifically
21 provides that "[n]o price shall be advertised as a former price ... unless the alleged former price
22 was the prevailing market price ... within three months next immediately preceding" the
23 advertising. Cal. Bus. & Prof. Code § 17501.

24 78. In addition, California's Consumer Legal Remedies Act prohibits "advertising
25 goods or services with the intent not to sell them as advertised" and specifically prohibits "false
26 or misleading statements of fact concerning reasons for, existence of, or amounts of price
27 reductions." Cal. Civ. Code § 1770(a)(9), (13).

28 79. In addition, the Federal Trade Commission's regulations prohibit false or
misleading "former price comparisons," for example, making up "an artificial, inflated price ...

1 for the purpose of enabling the subsequent offer of a large reduction” off that price. 16 C.F.R. §
2 233.1. They also prohibit false or misleading “retail price comparisons” and “comparable value
3 comparisons,” for example ones that falsely suggest that the seller is “offer[ing] goods at prices
4 lower than those being charged by others for the same merchandise” when this is not the case.
5 16 C.F.R. § 233.1.

6 80. And finally, California’s unfair competition law bans unlawful, unfair, and
7 deceptive business practices. *See* Cal. Bus. & Prof. Code § 17200.

8 81. Here, as described in detail above, Defendant makes and has made untrue and
9 misleading statements about its prices. Defendant advertises and has advertised regular prices
10 that are not the true regular prices, or its former prices, and were not the prevailing market price
11 in the three months immediately preceding the advertisement. In addition, Defendant advertised
12 goods or services with the intent not to sell them as advertised, for example, by advertising goods
13 having certain former prices and/or market values without the intent to sell goods having those
14 former prices and/or market values. Defendant made false or misleading statements of fact
15 concerning the reasons for, existence of, and amounts of price reductions, including the existence
16 of steep discounts, and the amounts of price reductions resulting from those discounts. And
17 Defendant engaged in unlawful, unfair, and deceptive business practices.

18 **D. Defendant’s advertisements harm consumers.**

19 82. Based on Defendant’s advertisements, reasonable consumers would expect that
20 the listed regular prices are the regular prices at which the Defendant Websites usually sell the
21 Defendant Products and that these are former prices for the Products from before the time-
22 limited discount was introduced.

23 83. Reasonable consumers would also expect that, if they purchase during the sale,
24 they will receive an item whose regular price and/or market value is the advertised regular price
25 and that they will receive the advertised discount from the regular purchase price.

26 84. In addition, consumers are more likely to buy the product if they believe that the
27 product is on sale and that they are getting a product with a higher regular price and/or market
28 value at a substantial discount.

1 85. Consumers that are presented with discounts are substantially more likely to make
2 the purchase. “Nearly two-thirds of consumers surveyed admitted that a promotion or a coupon
3 often closes the deal, if they are wavering or are undecided on making a purchase.”⁹ And, “two-
4 thirds of consumers have made a purchase they weren’t originally planning to make solely based
5 on finding a coupon or discount,” while “80% [of consumers] said they feel encouraged to make
6 a first-time purchase with a brand that is new to them if they found an offer or discount.”¹⁰

7 86. Similarly, when consumers believe that an offer is expiring soon, the sense of
8 urgency makes them more likely to buy a product.¹¹

9 87. Thus, Defendant’s advertisements harm and have harmed consumers by inducing
10 them to make purchases based on false information. In addition, by this same mechanism,
11 Defendant’s advertisements artificially increase and have increased consumer demand for the
12 Defendant Products. This put and continues to put upward pressure on the prices that Defendant
13 can and could charge for the Defendant Products. As a result, Defendant can and could charge a
14 price premium for the Defendant Products, that it would not be able to charge absent the
15 misrepresentations described above. So, due to Defendant’s misrepresentations, Plaintiffs and
16 the class paid more for the Products they bought than they otherwise would have.

17 **E. Plaintiffs were misled by Defendant’s misrepresentations.**

18 Brynn Grossman

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24 ⁹ <https://www.invespro.com/blog/how-discounts-affect-online-consumer-buying-behavior/>.

25 ¹⁰ RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases
26 Online, Especially Among Millennial Buyers (prnewswire.com).

27 ¹¹ <https://cxl.com/blog/creating-urgency/> (addition of a countdown timer increased
28 conversion rates from 3.4%-10%); Dynamic email content leads to 400% increase in conversions
for Black Friday email | Adestra (uplandsoftware.com) (400% higher conversation rate for ad
with countdown timer).

1 92. Pursuant to the advertised sale, on both days, and for weeks before and after, the
2 Leesa Website advertised the same purported discounts on its Products. For example, the Leesa
3 Website advertised the same discounts for the “Leesa Hybrid Mattress”:
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5

6 Leesa *hybrid* Mattress

Features	Perks
<ul style="list-style-type: none">• Our award-winning, advanced hybrid mattress combines the benefits of premium foam with pocket springs for comfort and advanced support.• A hole-punched top layer of foam sleeps cool, providing the hug and bounce you want in a mattress.• 1,000+ active response pocket springs provide durability and stability for enhanced support for all types of sleepers.• 2 FREE Down Alternative Pillows with mattress purchase while supplies last	
Pick your size:	
Twin \$1099 \$949	Twin XL \$1199 \$1049
Full \$1499 \$1299	Queen \$1799 \$1549
King \$1999 \$1699	Cal King \$1999 \$1699

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16 *Captured on May 17, 2021*

7

8 Leesa *hybrid* Mattress


Features	Perks
<ul style="list-style-type: none">• Our award-winning, advanced hybrid mattress combines the benefits of premium foam with pocket springs for comfort and advanced support.• A hole-punched top layer of foam sleeps cool, providing the hug and bounce you want in a mattress.• 1,000+ active response pocket springs provide durability and stability for enhanced support for all types of sleepers.• 2 FREE Down Alternative Pillows with mattress purchase while supplies last	
Pick your size:	
Twin \$1099 \$949	Twin XL \$1199 \$1049
Full \$1499 \$1299	Queen \$1799 \$1549
King \$1999 \$1699	Cal King \$1999 \$1699

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28 *Captured on May 21, 2021*

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UP TO \$300 OFF + 2 FREE PILLOWS

LEESA HYBRID MATTRESS
Foam + spring hybrid



BEST VALUE

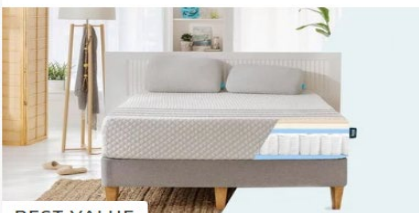
- Premium foam meets springs for advanced comfort and support
- Pocket springs provide edge-to-edge support, durability and stability
- Wirecutter's #1 Hybrid Mattress

Starting at ~~\$1099~~ **\$949** | as low as ~~\$1099~~ **\$53/mo**

Shop

UP TO \$300 OFF + 2 FREE PILLOWS

LEESA HYBRID MATTRESS
Foam + spring hybrid



BEST VALUE

- Premium foam meets springs for advanced comfort and support
- Pocket springs provide edge-to-edge support, durability and stability
- Wirecutter's #1 Hybrid Mattress

Starting at ~~\$1099~~ **\$949** | as low as ~~\$1099~~ **\$53/mo**

Shop

Captured on May 25, 2021

Captured on May 30, 2021

Leesa hybrid Mattress

Features	Perks
<ul style="list-style-type: none"> • Our award-winning, advanced hybrid mattress combines the benefits of premium foam with pocket springs for comfort and advanced support. • A hole-punched top layer of foam sleeps cool, providing the hug and bounce you want in a mattress. • 1,000+ active response pocket springs provide durability and stability for enhanced support for all types of sleepers. • 2 FREE Down Alternative Pillows with mattress purchase while supplies last 	

Pick your size:

Twin \$1099 \$949	Twin XL \$1199 \$1049
Full \$1499 \$1299	Queen \$1799 \$1549
King \$1999 \$1699	Cal King \$1999 \$1699

Leesa hybrid Mattress

Features	Perks
<ul style="list-style-type: none"> • Our award-winning, advanced hybrid mattress combines the benefits of premium foam with pocket springs for comfort and advanced support. • A hole-punched top layer of foam sleeps cool, providing the hug and bounce you want in a mattress. • 1,000+ active response pocket springs provide durability and stability for enhanced support for all types of sleepers. • 2 FREE Down Alternative Pillows with mattress purchase while supplies last 	

Pick your size:

Twin \$1099 \$949	Twin XL \$1199 \$1049
Full \$1499 \$1299	Queen \$1799 \$1549
King \$1999 \$1699	Cal King \$1999 \$1699

Captured on May 31, 2021

Captured on June 3, 2021

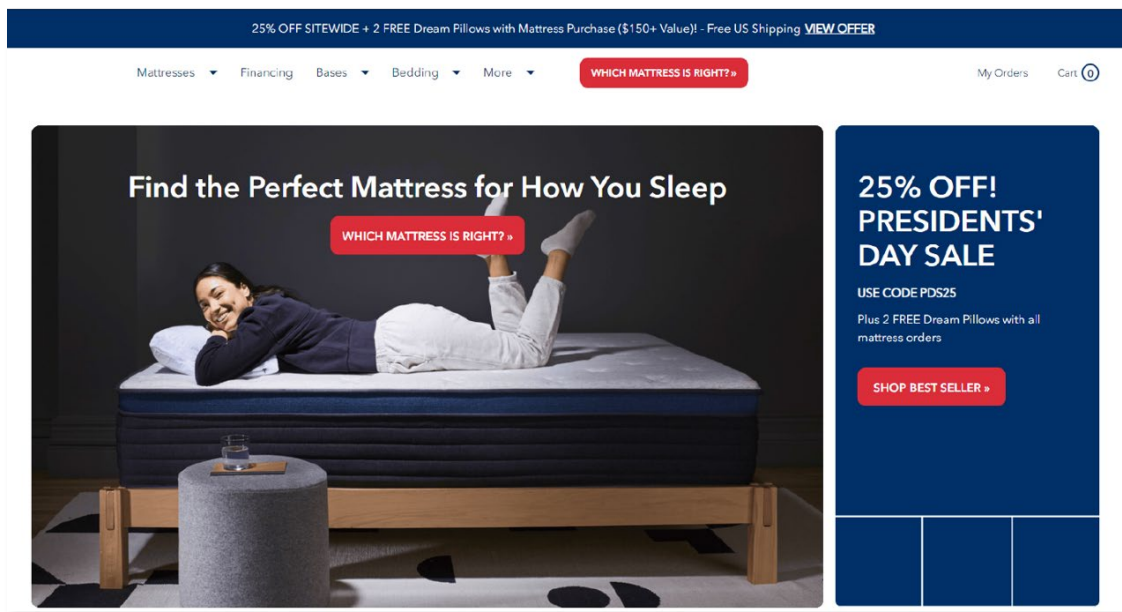
93. On May 27, 2021, Mr. Phillips purchased a queen-sized Leesa Hybrid Mattress and a Two-Pack of Down Alternative Pillows from the Leesa Website while the same sale was

1 on-going. He made this purchase while living in San Francisco, California. When Mr. Phillips
2 made his purchase, the website represented that the queen-sized Leesa Hybrid Mattress had a
3 regular price of \$1,799. As shown above, this price was presented on the product page in
4 strikethrough font (“\$1799”) next to a purported discount price of \$1,549. And, the product
5 page stated in red font that Mr. Phillips would receive “2 FREE Down Alternative Pillows,” but
6 only “while supplies last.”

7 94. The email order confirmation sent to Mr. Phillips after he made his purchase
8 again represented that the Leesa Hybrid Mattress had a regular price of \$1,799. And it also
9 represented that Mr. Phillips received a discount of \$359.80.¹² It also represented that the
10 pillows had a regular price of \$29, and that Mr. Phillips was receiving a discount of \$29. In
11 short, both the Leesa Website and the order confirmation email represented that the Products
12 had a certain regular price and that Mr. Phillips was receiving a substantial discount for the
13 items that he purchased.

14 Jonathan Sheil

15 95. On February 22, 2023, the Helix Website advertised that a Presidents’ Day “25%
16 OFF SITEWIDE” sale was running:



27 ¹² Mr. Phillips received a \$250 discount off of the \$1,799 purported list price to get the
28 advertised discounted price of \$1,549. In addition to the advertised discount, Mr. Phillips also
applied a coupon code from Wirecutter for his purchase.

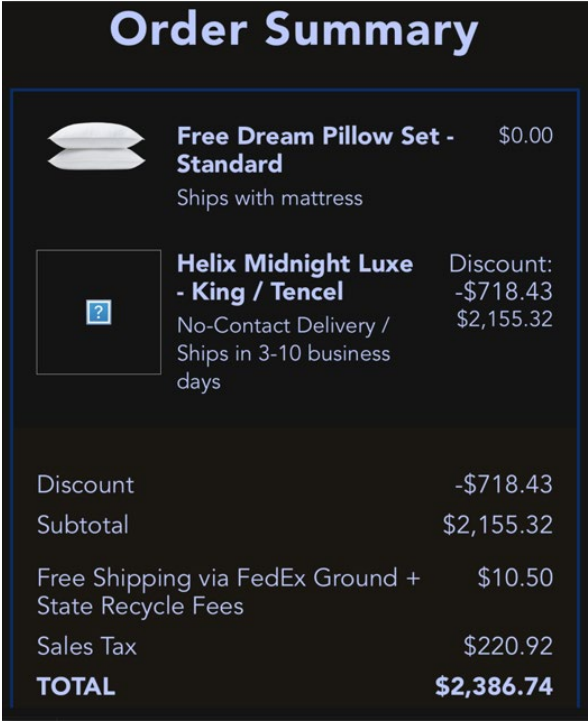
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96. On that date, Mr. Sheil purchased a king-sized Helix Midnight Luxe Mattress and a Free Dream Pillow Set from the Helix Website while this sale was ongoing. He made this purchase while living in Long Beach, California. When Mr. Sheil made his purchase, the Helix Website represented that the king-sized Helix Midnight Luxe Mattress had a regular price of \$2,873.75 but was being sold at a 25% discount.¹³



97. In addition, in the email order confirmation that Defendant sent to Mr. Sheil, Defendant represented the Helix Midnight Luxe Mattress had a discount price of \$2,155.32 plus tax, and that Mr. Sheil was receiving a discount of \$718.43 off of the alleged regular market value price of \$2,873.75:

¹³ Because his purchase was made on the Helix Website more than a year ago, Mr. Sheil does not have documents to show exactly what every page on the website looked like on the specific day he made his purchase. As shown above, however, Defendant's product pages and checkout pages show purported regular prices in strikethrough font. *See* ¶28 (sixth and seventh images, showing product pages); ¶28 (eighth image, showing checkout page). Thus, the prices would have been displayed in same manner as in the screenshots of product and checkout pages shown above. Moreover, Defendant should have records of how the prices were displayed on the specific product page and checkout pages on the exact day Mr. Sheil made his purchase, which Plaintiffs will seek in discovery.

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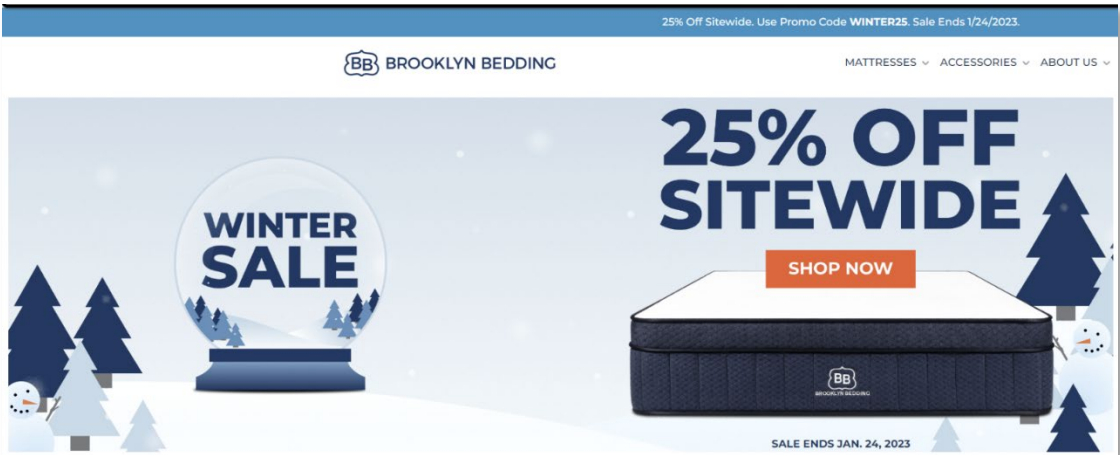
Order Summary

	Free Dream Pillow Set - Standard Ships with mattress	\$0.00
	Helix Midnight Luxe - King / Tencel No-Contact Delivery / Ships in 3-10 business days	Discount: -\$718.43 \$2,155.32
Discount		-\$718.43
Subtotal		\$2,155.32
Free Shipping via FedEx Ground + State Recycle Fees		\$10.50
Sales Tax		\$220.92
TOTAL		\$2,386.74

98. In short, Defendant represented that the Product Mr. Sheil was purchasing had a certain regular price and that he was receiving a substantial discount for the items off of the regular price.

Baasil Khan

99. On January 17, 2023, the Brooklyn Bedding Website advertised a “Winter Sale” that promised “25% Off Sitewide”:



Captured on January 17, 2023

1 100. As shown above, the Brooklyn Bedding Website represented that the sale would
2 “[e]nd[]” on January 24, 2023.

3 101. On January 23, 2023, Mr. Khan purchased an RV King Signature Hybrid Mattress
4 from the Brooklyn Bedding Website while this sale was ongoing. He made this purchase while
5 living in Newark, California. When Mr. Khan made his purchase, the Brooklyn Bedding Website
6 represented that the RV King Signature Hybrid Mattress had a regular price of \$1,599. This price
7 was presented on the product page in strikethrough font (“\$1,599”) next to a purported discount
8 price of \$1,119.30.¹⁴

9 102. In the email order confirmation that Defendant sent to Mr. Khan, Defendant again
10 represented the RV King Signature Hybrid Mattress had a regular price of \$1,599 and that Mr.
11 Khan’s total discounted price was \$1,119.30 plus tax. And Defendant represented that Mr. Khan
12 was receiving a discount of \$479.70. In short, Defendant represented that the Product had a
13 certain regular price and that Mr. Khan was receiving a substantial discount for the item that he
14 purchased.

15 103. Plaintiffs all read and relied on the representations on the Defendant Websites that
16 the Products had the published regular prices, and that they were receiving the advertised
17 discounts as compared to the regular prices or market prices. They would not have made the
18 purchases if they had known that the Products were not discounted as advertised, and that they
19 were not receiving the advertised discounts. They also overpaid for the Products as a result of the
20 misleading discounts.

21 104. Plaintiffs face an imminent threat of future harm. They like Defendant’s Products,
22 and would purchase them again if they could feel sure that Defendant would not illegally deceive
23

24 ¹⁴ Because his purchase was made on Defendant’s website almost two years ago, Mr.
25 Khan does not have documents to show exactly what the product page looked like on the specific
26 day he made his purchase. Defendant’s product pages are materially identical, however. Thus,
27 the prices would have been displayed in same manner as in the screenshots of product pages
28 shown above. *See* ¶29 (eighth and ninth images, showing product pages). The only material
difference would be the specific prices listed, which Mr. Khan identifies above. Moreover,
Defendant should have records of how the prices were displayed on the specific product page on
the specific day Mr. Khan made his purchase, which Plaintiffs will seek in discovery.

1 them with misleading sales. But without a court-ordered injunction requiring Defendant to
2 advertise only honest sales, they cannot trust that Defendant will comply with the law and
3 advertise honest sales and thus cannot purchase Defendant's products, though they would like to.

4 **F. Defendant breached their contract with and warranties to Plaintiffs and the**
5 **putative class.**

6 105. When Plaintiffs and other members of the putative class purchased and paid for
7 the Products that they bought as described above, they accepted offers that Defendant made, and
8 thus, a contract was formed each time that they made purchases. Each offer was to provide
9 Products having a particular listed regular price and market value, and to provide those Products
10 at the discounted price advertised on the Defendant Website.

11 106. The Websites and email confirmations list the market value of the items that
12 Defendant promised to provide. Defendant agreed to provide a discount equal to the difference
13 between the regular prices, and the prices paid by Plaintiffs and putative class members. For
14 example, Mr. Phillips was offered (among other things) the Leesa Hybrid Mattress with a market
15 value of \$1,799, and a discount of \$359.80. And the representations on the Leesa Website also
16 warranted to him that the regular price and market value of the Products he purchased was the
17 advertised list price, and warranted that he was receiving a specific discount on those Products.

18 107. The regular prices and market values of the Products Plaintiffs and putative class
19 members would receive, and the amount of the discount they would be provided off the regular
20 price of those items, were specific and material terms of the contract. They were also
21 affirmations of fact about the Products and a promise relating to the goods.

22 108. Plaintiffs and other members of the putative class performed their obligations
23 under the contract by paying for the items they purchased.

24 109. Defendant breached the contracts by failing to provide Plaintiffs and other
25 members of the putative class with Products that have a regular price and market value equal to
26 the regular price displayed, and by failing to provide the discount it promised. Defendant also
27 breached warranties for the same reasons.

28

1 **G. No adequate remedy at law.**

2 110. Plaintiffs seek damages and, in the alternative, restitution. Plaintiffs are permitted
3 to seek equitable remedies in the alternative because they have no adequate remedy at law.

4 111. A legal remedy is not adequate if it is not as certain as an equitable remedy. The
5 elements of Plaintiffs’ equitable claims are different and do not require the same showings as
6 Plaintiffs’ legal claims. For example, Plaintiffs’ FAL claims under section 17501 (an equitable
7 claim) is predicated on a specific statutory provision, which prohibits advertising merchandise
8 using a former price if that price was not the prevailing market price within the past three
9 months. Cal. Bus. & Prof. Code § 17501. Plaintiffs may be able to prove these more
10 straightforward factual elements, and thus prevail under the FAL, while not being able to prove
11 one or more elements of their legal claims.

12 112. In addition, the remedies at law available to Plaintiffs are not equally prompt or
13 otherwise efficient. The need to schedule a jury trial may result in delay. And a jury trial will
14 take longer, and be more expensive, than a bench trial.

15 113. Plaintiffs also face an imminent threat of future harm that only an injunction can
16 remedy. Plaintiffs would purchase Products from Defendant again in the future if they could feel
17 sure that Defendant’s regular prices accurately reflected Defendant’s former prices and the
18 market value of the Products, and that its discounts were truthful. But without an injunction,
19 Plaintiffs have no realistic way to know which—if any—of Defendant’s regular prices,
20 discounts, and sales are not false or deceptive. Thus, they are unable to rely on Defendant’s
21 advertising in the future, and so cannot purchase Products they would like to purchase.

22 **V. Class action allegations.**

23 114. Plaintiffs bring their claims for the following Class:

- 24 a. All persons who, while physically in the state of California or as a resident of
25 the state of California, purchased one or more mattresses advertised at a
26 discount on leesa.com, brooklynbedding.com, bearmattress.com, or
27 helixsleep.com, during the applicable statute of limitations period.

1 ***Numerosity & Ascertainability***

2 115. The proposed Class contains members so numerous that separate joinder of each
3 member of the class is impractical. There are tens or hundreds of thousands of class members.

4 116. Class members can be identified through Defendant’s sales records and public
5 notice.

6 ***Predominance of Common Questions***

7 117. There are questions of law and fact common to the proposed Class. Common
8 questions of law and fact include, without limitation:

- 9 (1) whether Defendant made false or misleading statements of fact in advertisements;
10 (2) whether Defendant violated California’s consumer protection statutes;
11 (3) whether Defendant committed a breach of contract;
12 (4) whether Defendant committed a breach of an express warranty;
13 (5) damages needed to reasonably compensate Plaintiffs and the proposed Class.

14 ***Typicality & Adequacy***

15 118. Plaintiffs’ claims are typical of the proposed Class. Like the proposed Class,
16 Plaintiffs purchased Defendant Products advertised at a discount on the Defendant Websites.
17 There are no conflicts of interest between Plaintiffs and the Class.

18 ***Superiority***

19 119. A class action is superior to all other available methods for the fair and efficient
20 adjudication of this litigation because individual litigation of each claim is impractical. It would
21 be unduly burdensome to have individual litigation of thousands of individual claims in separate
22 lawsuits, every one of which would present the issues presented in this lawsuit.

23 120. As the party that operated the Leesa.com website prior to March 10, 2023,
24 Defendant Night US is liable for the acts described above that took place prior to that date on
25 Leesa.com. In addition and in the alternative, Defendant Brooklyn Bedding is liable for those
26 acts in its capacity as Night US’s successor. As the party that operated the Leesa.com website on
27

1 March 10, 2023 and thereafter, Defendant Brooklyn Bedding is liable for all acts described
2 above on Leesa.com that took place on that date and thereafter.

3 **VI. Claims.**

4 **First Cause of Action:**

5 **Violation of California’s False Advertising Law Bus. & Prof. Code §§ 17500 & 17501 et.**
6 **seq.**

7 **(By Plaintiffs and the Class)**

8 121. Plaintiffs incorporate each and every factual allegation set forth above.

9 122. Plaintiffs bring this cause of action on behalf of themselves and members of the
10 Class.

11 123. Defendant has violated sections 17500 and 17501 of the Business and Professions
12 Code.

13 124. Defendant has violated section 17500 of the Business and Professions Code by
14 disseminating untrue and misleading advertisements to Plaintiffs and Class Members.

15 125. As alleged more fully above, Defendant has advertised former prices along with
16 discounts. Defendant has done this, for example, by crossing out a higher price (*e.g.*, \$1049) and
17 displaying it next to a lower, discounted price. Reasonable consumers would understand prices
18 advertised in strikethrough font from which time-limited discounts are calculated to denote
19 “former” prices, i.e., the prices that Defendant charged before the time-limited discount went
20 into effect.

21 126. The prices advertised by Defendant were not Defendant’s regular prices. In fact,
22 those prices were never the regular prices (i.e., the price you usually have to pay to get the
23 Product in question), because there was always a heavily-advertised promotion ongoing entitling
24 consumers to a discount on the Defendant Websites. Moreover, for the same reasons, those
25 prices were not the former prices of the Products. Accordingly, Defendant’s statements about
26 the former prices of the Products, and its statements about its discounts from those former prices,

1 were untrue and misleading. In addition, Defendant's statements that the discounts were
2 "limited time" and only "valid" for a certain time period were false and misleading too.

3 127. In addition, Defendant has violated section 17501 of the Business and Professions
4 Code by advertising former prices that were not the prevailing market price within three months
5 next immediately preceding the advertising. As explained above, Defendant's advertised regular
6 prices, which reasonable consumers would understand to denote former prices, were not the
7 prevailing market prices for the Products within three months preceding publication of the
8 advertisement. And Defendant's former price advertisements have not stated clearly, exactly,
9 and conspicuously when, if ever, the former prices prevailed. Defendant's advertisements have
10 not indicated whether or when the purported former prices were offered at all.

11 128. Defendant's misrepresentations were intended to induce reliance, and Plaintiffs
12 saw, read, and reasonably relied on the statements on the Defendant Websites when purchasing
13 their Products. The misrepresentations on the Websites were a substantial factor in Plaintiffs'
14 purchase decisions.

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

18 130. Defendant's misrepresentations were a substantial factor and proximate cause in
19 causing damages and losses to Plaintiffs and the Class.

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

24 132. Plaintiffs and the Class seek restitution and an injunction.

25 **Second Cause of Action:**

26 **Violation of California's Consumer Legal Remedies Act**

27 **(by Plaintiffs and the Class)**

28

1 133. Plaintiffs incorporate each and every factual allegation set forth above.

2 134. Plaintiffs bring this cause of action on behalf of themselves and members of the
3 Class.

4 135. Plaintiffs and the Class are “consumers,” as the term is defined by California Civil
5 Code § 1761(d).

6 136. Plaintiffs and the Class have engaged in “transactions” with Defendant as that
7 term is defined by California Civil Code § 1761(e).

8 137. The conduct alleged in this Complaint constitutes unfair methods of competition
9 and unfair and deceptive acts and practices for the purpose of the CLRA, and the conduct was
10 undertaken by Defendant in transactions intended to result in, and which did result in, the sale of
11 goods to consumers.

12 138. As alleged more fully above, Defendant made and disseminated untrue and
13 misleading statements of facts in advertisements to Class members. Defendant did this by using
14 fake regular prices, i.e., regular prices that are not the prevailing prices, and by advertising fake
15 discounts.

16 139. Defendant violated section 1770 of the California Civil Code.

17 140. Defendant violated section 1770(a)(5) of the California Civil Code by
18 representing that Products offered for sale have characteristics or benefits that they do not have.
19 Defendant represented that the value of its Products is greater than it actually is by advertising
20 inflated regular prices and fake discounts for Products.

21 141. Defendant violated section 1770(a)(9) of the California Civil Code. Defendant
22 violated this by advertising the Products as being offered at a discount, when in fact Defendant
23 has not intended to sell the Products at a discount.

24 142. And Defendant violated section 1770(a)(13) by making false or misleading
25 statements of fact concerning reasons for, existence of, or amounts of, price reductions on its
26 website, including by (1) misrepresenting the regular price of Products their websites, (2)
27 advertising discounts and savings that are exaggerated or nonexistent, (3) misrepresenting that
28 the discounts and savings are unusually large, when in fact they are regularly available (4)

1 misrepresenting the reason for the sale (*e.g.*, “Presidents Day Sale,” when in fact the sale is
2 ongoing and not limited to Presidents Day).

3 143. Defendant’s representations were likely to deceive, and did deceive, Plaintiffs and
4 reasonable consumers. Defendant knew, or should have known through the exercise of
5 reasonable care, that these statements were inaccurate and misleading.

6 144. Defendant’s misrepresentations were intended to induce reliance, and Plaintiffs
7 saw, read, and reasonably relied on the representations on the Defendant Websites when
8 purchasing Defendant’s Products. The misrepresentations on the Websites were a substantial
9 factor in Plaintiffs’ purchase decisions.

10 145. In addition, class-wide reliance can be inferred because Defendant’s
11 misrepresentations were material, *i.e.*, a reasonable consumer would consider them important in
12 deciding whether to buy Defendant’s Products.

13 146. Defendant’s misrepresentations were a substantial factor and proximate cause in
14 causing damages and losses to Plaintiffs and the Class.

15 147. Plaintiff and the Class were injured as a direct and proximate result of
16 Defendant’s conduct because (a) they would not have purchased Defendant’s Products if they
17 had known the discounts and/or regular prices were not real, (b) they overpaid for the Products
18 because the Products were sold at a price premium due to the misrepresentation, and/or (c) they
19 received products with market values lower than the promised market values.

20 148. Accordingly, pursuant to California Civil Code § 1780(a)(2), Plaintiffs, on behalf
21 of themselves and all other members of the Class, seek injunctive relief.

22 149. CLRA § 1782 NOTICE AS TO BROOKLYN BEDDING. On July 21, 2023,
23 June 20, 2024, and August 28, 2024, CLRA demand letters were sent to Defendant Brooklyn
24 Bedding’s headquarters and registered agent via certified mail (return receipt requested), that
25 provided notice of Defendant’s violations of the CLRA and demanded that Defendant Brooklyn
26 Bedding correct the unlawful, unfair, false and/or deceptive practices alleged here. Defendant
27 Brooklyn Bedding does not have a California headquarters. It has been more than 30 days since
28 Defendant received notice of its CLRA violations. In that time, it has not corrected the problem

1 for Plaintiffs or for members of the Class. Accordingly, Plaintiffs seek all monetary and
2 equitable relief available under the CLRA, including restitution, damages, punitive damages, and
3 reasonable attorney fees.

4 150. CLRA § 1782 NOTICE AS TO NIGHT US. Plaintiffs currently seek only
5 injunctive relief on their CLRA claims against Defendant Night US. If Defendant does not fully
6 correct the problem within 30 days of receipt, Plaintiffs and the Class will seek all monetary
7 relief allowed under the CLRA.

8 151. CLRA venue declarations are attached.

9 **Third Cause of Action:**

10 **Violation of California’s Unfair Competition Law**

11 **(by Plaintiffs and the Class)**

12 152. Plaintiffs incorporate each and every factual allegation set forth above.

13 153. Plaintiffs bring this cause of action on behalf of themselves and members of the
14 Class.

15 154. Defendant has violated California’s Unfair Competition Law (UCL) by engaging
16 in unlawful, fraudulent, and unfair conduct (i.e., violating each of the three prongs of the UCL).

17 ***The Unlawful Prong***

18 155. Defendant engaged in unlawful conduct by violating the CLRA and FAL, as
19 alleged above and incorporated here. In addition, Defendant engaged in unlawful conduct by
20 violating the FTCA. The FTCA prohibits “unfair or deceptive acts or practices in or affecting
21 commerce” and prohibits the dissemination of false advertisements. 15 U.S.C. § 45(a)(1). As
22 the FTC’s regulations make clear, Defendant’s false pricing schemes violate and have violated
23 the FTCA. 16 C.F.R. § 233.1, § 233.2.

24 ***The Deceptive Prong***

25 156. As alleged in detail above, Defendant’s representations that its Products were on
26 sale, that the sale was limited in time, that the Products had a specific regular price, and that the
27 customers were receiving discounts were false and misleading.

1 177. Plaintiffs provided notice of this breach of contract by mailing notice letters on
2 July 21, 2023, June 20, 2024, and August 28, 2024.

3 178. As a direct and proximate result of Defendant's breaches, Plaintiffs and Class
4 members were deprived of the benefit of their bargained-for exchange, and have suffered
5 damages in an amount to be established at trial.

6 **Fifth Cause of Action:**

7 **Breach of Express Warranty**

8 **(by Plaintiffs and the Class)**

9 179. Plaintiffs incorporate each and every factual allegation set forth above.

10 180. Plaintiffs bring this cause of action on behalf of themselves and members of the
11 Class.

12 181. Defendant, as the manufacturer, marketer, distributor, supplier, and/or seller of
13 the Products, issued material, written warranties by advertising that the Products had a prevailing
14 market value equal to the regular price displayed on the Defendant Websites. This was an
15 affirmation of fact about the Products (i.e., a representation about the market value) and a
16 promise relating to the goods.

17 182. This warranty was part of the basis of the bargain and Plaintiffs and members of
18 the Class relied on this warranty.

19 183. In fact, the Products' stated market value was not the prevailing market value.
20 Thus, the warranty was breached.

21 184. Plaintiffs provided notice of this breach of warranty by mailing notice letters on
22 July 21, 2023, June 20, 2024, and August 28, 2024.

23 185. Plaintiffs and the Class were injured as a direct and proximate result of
24 Defendant's breach, and this breach was a substantial factor in causing harm, because (a) they
25 would not have purchased Defendant's Products if they had known that the warranty was false,
26 or (b) they overpaid for the Products because the Products were sold at a price premium due to
27 the warranty.
28

1 207. In addition, class-wide reliance can be inferred because Defendant's
2 misrepresentations were material, i.e., a reasonable consumer would consider them important in
3 deciding whether to buy Defendant's Products.

4 208. Defendant's misrepresentations were a substantial factor and proximate cause in
5 causing damages and losses to Plaintiffs and Class members.

6 209. Plaintiff and Class members were injured as a direct and proximate result of
7 Defendant's conduct because (a) they would not have purchased Defendant's Products if they
8 had known that the representations were false, and/or (b) they overpaid for the Products because
9 the Products were sold at a price premium due to the misrepresentation.

10 **VII. Relief.**

11 210. Plaintiffs seek the following relief for themselves and the Class:

- 12 • An order certifying the asserted claims, or issues raised, as a class action;
- 13 • A judgment in favor of Plaintiffs and the proposed Class;
- 14 • Damages, treble damages, and punitive damages where applicable;
- 15 • Restitution;
- 16 • Disgorgement, and other just equitable relief;
- 17 • Pre- and post-judgment interest;
- 18 • An injunction prohibiting Defendant's deceptive conduct, as allowed by law;
- 19 • Reasonable attorneys' fees and costs, as allowed by law;
- 20 • Any additional relief that the Court deems reasonable and just.

21 **VIII. Demand for Jury Trial.**

22 211. Plaintiffs demand the right to a jury trial on all claims so triable.

23 Dated: March 27, 2026

Respectfully submitted,

24
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