

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

3/19/2026 11:56:59 AM

Clerk of the Superior Court
By V. Navarro ,Deputy Clerk

Jonas Jacobson (Cal. Bar No. 269912)
jonas@dovel.com
Simon Franzini (Cal. Bar No. 287631)
simon@dovel.com
Martin Brenner (Cal. Bar No. 333540)
martin@dovel.com
DOVEL & LUNER, LLP
201 Santa Monica Blvd., Suite 600
Santa Monica, California 90401
Telephone: (310) 656-7066
Facsimile: +1 (310) 656-7069

Attorneys for Plaintiffs

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

ASHLEY ISLAS, ELIZABETH AMILL,
and MATEO PETTYJOHN, each
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

AVOCADO MATTRESS LLC,

Defendant.

Case No. 26CU015703N

CLASS ACTION COMPLAINT

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

Jury Trial Demanded

General Jurisdiction – Civil

Table of Contents

I.	Introduction.....	3
II.	Parties.....	6
III.	Jurisdiction and Venue.....	7
IV.	Facts.	7
	A. Defendant’s fake sales and discounts.	7
	B. Defendant’s advertisements are unfair, deceptive, and unlawful.	24
	C. Defendant’s advertisements harm consumers.....	25
	D. Plaintiffs were misled by Defendant’s misrepresentations.....	26
	E. Defendant breached its contract with and warranties to Plaintiffs and the putative Class.....	31
	F. No adequate remedy at law.....	32
V.	Class Action Allegations.....	33
VI.	Claims.	34
	First Cause of Action: Violation of California’s False Advertising Law Bus. & Prof. Code §§ 17500 & 17501 et. seq.....	34
	Second Cause of Action: Violation of California’s Consumer Legal Remedies Act	36
	Third Cause of Action: Violation of California’s Unfair Competition Law	39
	Fourth Cause of Action: Breach of Contract	41
	Fifth Cause of Action: Breach of Express Warranty	42
	Sixth Cause of Action: Quasi-Contract/Unjust Enrichment	43
	Seventh Cause of Action: Negligent Misrepresentation.....	43
	Eighth Cause of Action: Intentional Misrepresentation.....	44
VII.	Prayer for Relief.....	45

1 **I. Introduction.**

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

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

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

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

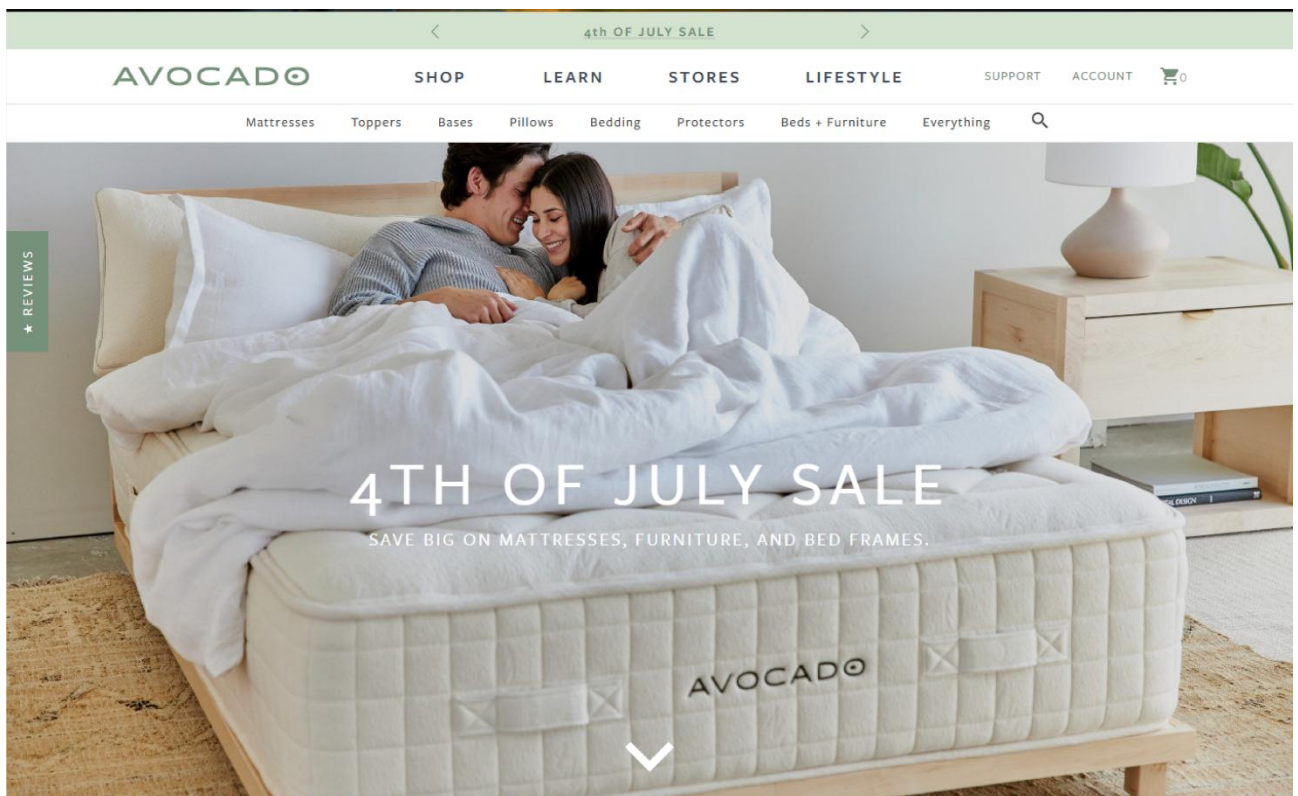
16 5. In addition, California’s Consumer Legal Remedies Act prohibits “advertising goods or
17 services with the intent not to sell them as advertised” and specifically prohibits “false or misleading
18 statements of fact concerning reasons for, existence of, or amounts of price reductions.” Cal. Civ.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

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

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

8. Defendant Avocado Mattress LLC (“Avocado Mattress” or “Defendant”) makes, markets and sells Avocado Brand Green and Eco mattresses (the “Avocado Mattress Products” or “Products”). The Products are sold online through Defendant’s website, avocadogreenmattress.com.

9. On its website, Defendant lists purported regular prices and advertises purported limited-time sales offering discounts from those listed regular prices, for example “SAVE 10%” or “SAVE \$100,” and promise customers they can “SAVE BIG” by purchasing during the sale. Examples are shown below:



Captured June 22, 2021

1
2
3
4
5
6
7
8
9
10
11
12

SAVE UP TO \$800 ON
MATTRESSES — USE
CODE: SAVE10

Enjoy 10% savings, or up to \$800, when you purchase one
of our dreamy, non-toxic, [GOTS certified organic](#)
[\(CU863867\) mattresses](#) — all made with the finest natural
and organic materials.

Offer cannot be transferred or combined. Discount must be
applied at time of purchase. Sale ends February 28, 11:59
PM EST.

13
14
15
16
17
18
19
20
21
22
23
24
25
26

Captured February 13, 2022

27
28

SAVE \$100 ON OUR ECO
ORGANIC MATTRESS

USE CODE: ORGANIC

Take **\$100 off** our already super affordable [Eco Organic](#)
[Mattress](#), handcrafted in Los Angeles with GOLS certified
organic latex and GOTS certified organic wool from our
own farms in India and Guatemala. Offer excludes the Eco
Organic Kids Mattress.

Captured August 8, 2022

1 10. Far from being time-limited, however, discounts on Defendant's Products are almost
2 always available. As a result, everything about Defendant's price and purported discount advertising is
3 false. The list prices Defendant advertises are not actually Defendant's regular prices, because
4 Defendant's Products are nearly always available for less than that. The purported discounts Defendant
5 advertises are not the true discount the customer is receiving, and are often not a discount at all. Nor are
6 the purported discounts limited time—quite the opposite, they are almost always available.

7 11. As described in greater detail below, Plaintiffs bought mattresses from Defendant through
8 its website, avocadogreenmattress.com. When Plaintiffs made their purchases, Defendant advertised that
9 sales were going on, and Defendant represented that the Products Plaintiffs purchased were being
10 offered at a discount from the purported regular prices that Defendant advertised. And based on
11 Defendant's representations, Plaintiffs believed that they were purchasing Products whose regular price
12 and market value were the purported list prices that Defendant advertised, that they were receiving
13 substantial discounts, and that the opportunity to get those discounts was time-limited. These reasonable
14 beliefs are what caused Plaintiffs to buy from Defendant when they did.

15 12. The representations Plaintiffs relied on, however, were not true. The purported regular
16 prices were not the true regular prices that Defendant sells the Products for, the purported discounts
17 were not the true discounts, and the discounts were ongoing—not time-limited. Had Defendant been
18 truthful, Plaintiffs and other consumers like them would not have purchased the Products, or would have
19 paid less for them.

20 13. Plaintiffs bring this case for themselves and the other customers who purchased Avocado
21 Mattress Products.

22 **II. Parties.**

23 14. Plaintiff Ashley Islas is domiciled in Bellflower, CA.

24 15. Plaintiff Elizabeth Amill is domiciled in Long Beach, CA.

25 16. Plaintiff Mateo Pettyjohn is domiciled in Los Angeles, CA.

26 17. The proposed Class includes citizens of California.

27 18. Defendant Avocado Mattress LLC is a New Jersey corporation with its principal place of
28 business at 12 Hudson Place Suite 100, Hoboken, New Jersey 07030.

1 **III. Jurisdiction and Venue.**

2 19. The Court has personal jurisdiction over Defendant because Defendant sold Avocado
3 Mattress Products to consumers in California, including to Plaintiffs.

4 20. Venue is proper because Defendant does business in the county, and substantial
5 transactions occurred in this county.

6 **IV. Facts.**

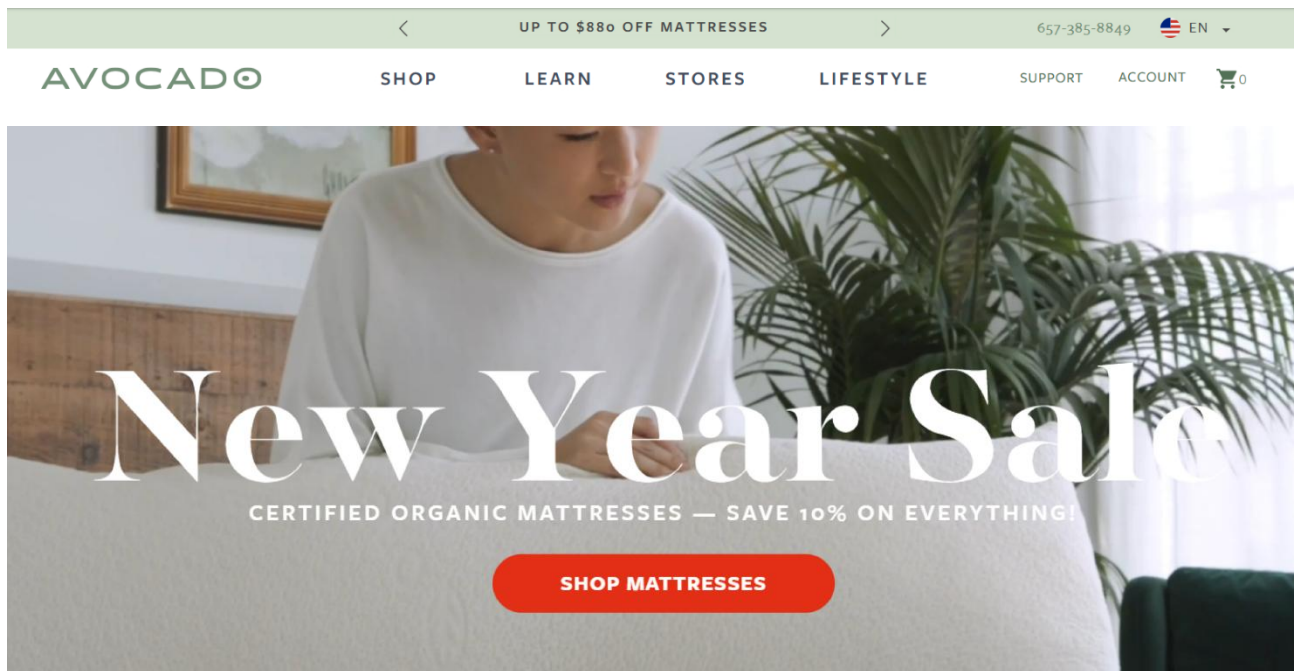
7 **A. Defendant’s fake sales and discounts.**

8 21. Defendant Avocado Mattress manufactures, distributes, markets, and sells mattresses,
9 bedding, and furniture products. Avocado Mattress sells its Products directly to consumers online,
10 through its website, avocadogreenmattress.com.

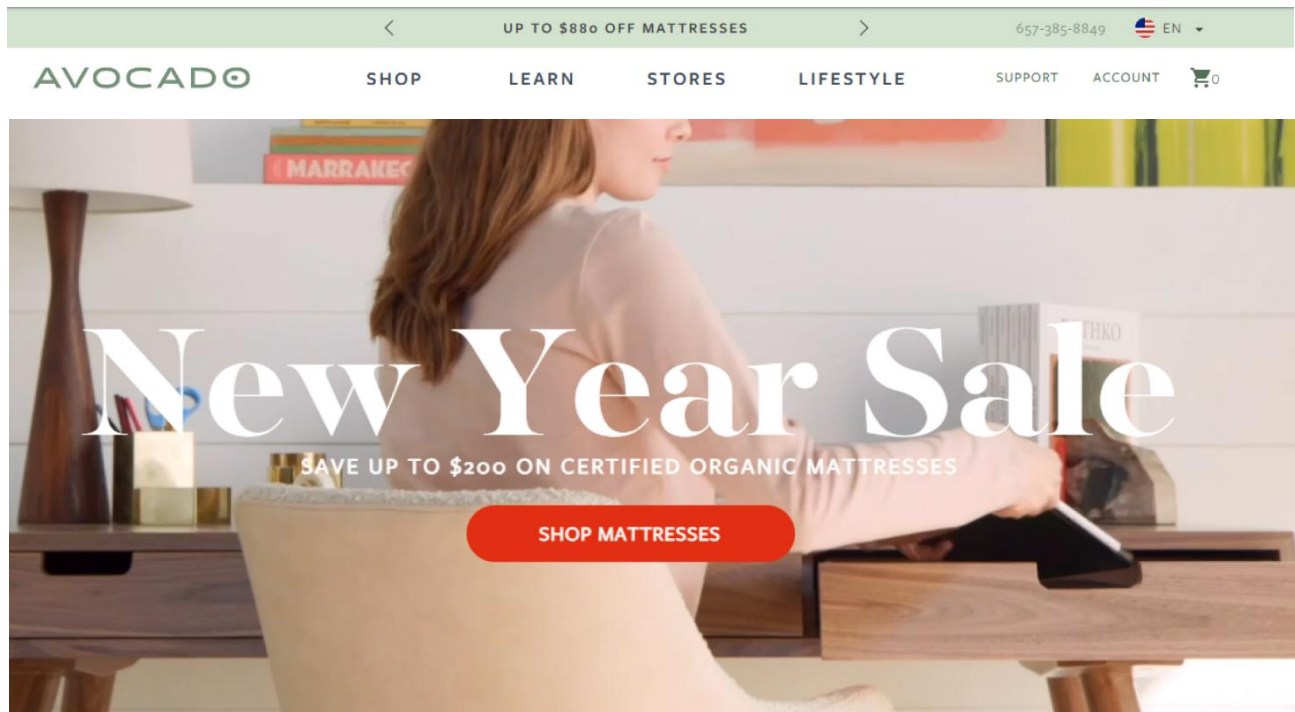
11 22. The way that Defendant advertises its mattress Products is substantially similar. On its
12 website, Defendant creates the false impression that its Products’ regular prices are higher than they
13 truly are.

14 23. At any given time, on its website, Defendant advertises discounts on its Products. These
15 discounts offer “X%” off or “\$XXX” off the Products or include a strikethrough price representing the
16 purported regular price and the discount. Sometimes these discounts are offered to consumers who use a
17 coupon code that is prominently advertised on Defendant’s website. Defendant also distributes similar
18 coupon codes via its marketing emails or product review websites (e.g. US News 360 Reviews) that
19 offer a similar percent or dollar amount off mattresses, when applied via Defendant’s website.

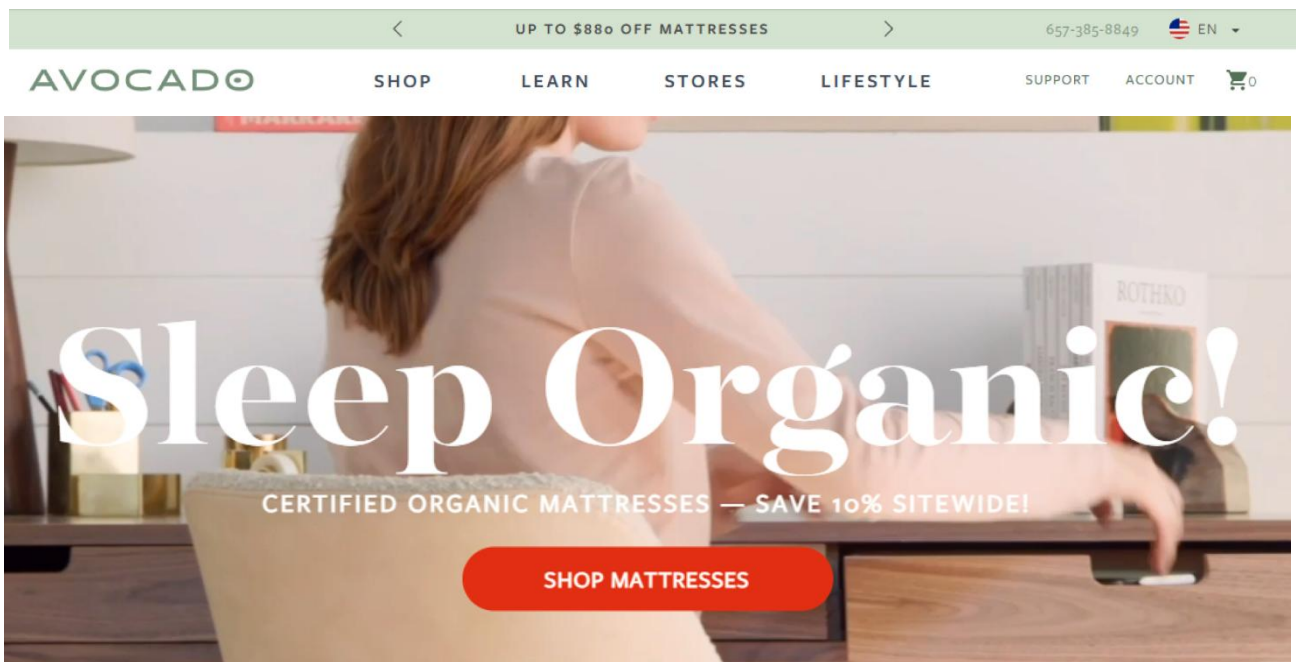
20 24. Reasonable consumers reasonably interpret Defendant’s advertisements to mean that they
21 will “save” the discount off of the prices that Defendant usually charges for its Products. Even though in
22 truth these discounts run in near perpetuity, Defendant prominently claims they are limited time by
23 claiming that the sale has an end date (e.g., “February 28, 11:59 PM”) or is available only for a specified
24 event (e.g., a “Presidents’ Day Sale” or “Summer Sale”). And it advertises these discounts extensively:
25 on an attention-grabbing banner on every webpage of its websites; in a large banner image on its
26 homepage; on product category and individual product pages, and during checkout. Example
27 screenshots are provided on the following pages:
28



Captured January 5, 2023



Captured January 22, 2023



12 *Captured February 15, 2023*



25 *Captured February 25, 2023*



Captured April 10, 2024



Captured April 10, 2024

POPULAR ORGANIC MATTRESSES

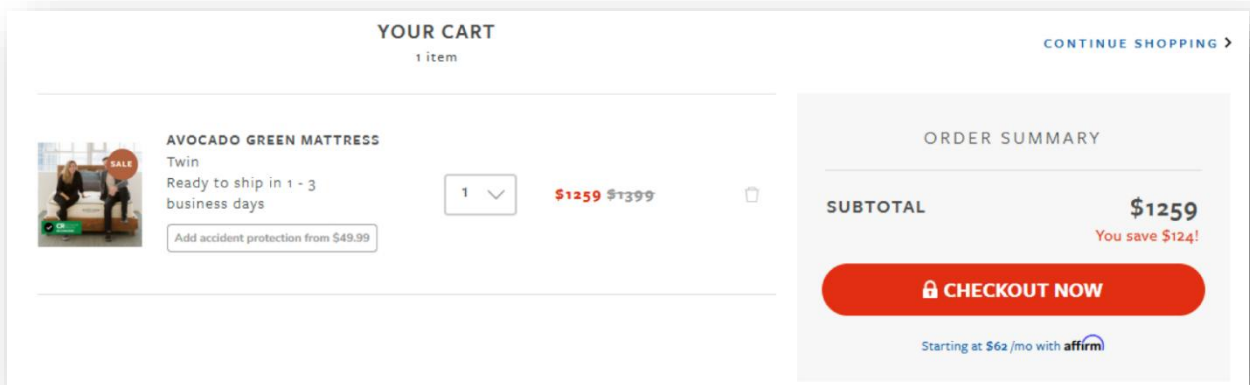


AVOCADO GREEN MATTRESS

America's Most Popular Organic Mattress

From ~~\$1,259.00~~ ~~\$1,399.00~~

Captured April 19, 2025



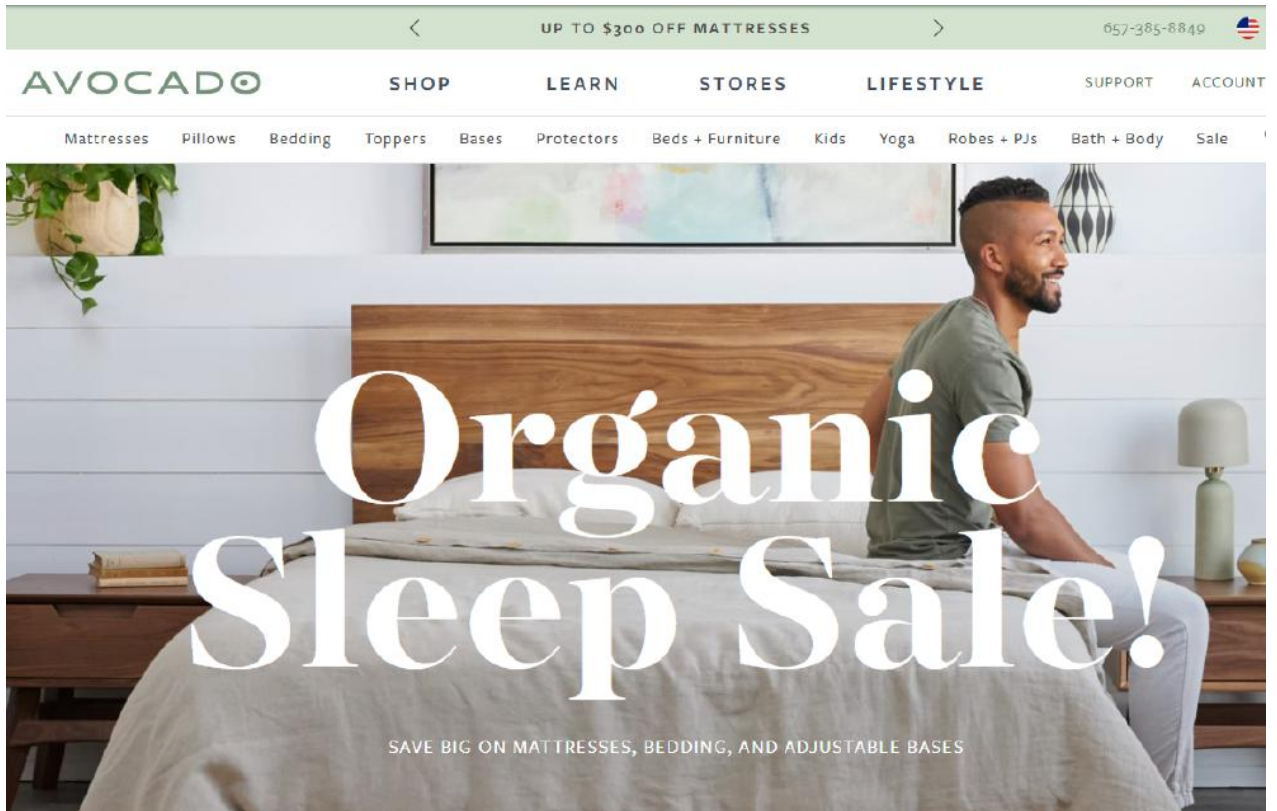
Captured April 19, 2025

25. Defendant represents that these discounts will only be available for a limited time, but in reality, they don't really end when Defendant says they will. As depicted above, Defendant represents that it is offering discounts for a limited time, like a "New Year Sale." To reasonable consumers, this means that shortly after the New Year's holiday, Defendant's Products will no longer be on sale and will retail at their purported regular price. But immediately after each purportedly time-limited sale ends, Defendant generates another similar discount, with a new expiration date.

26. For example, as shown above, on January 5, 2023, Defendant advertised a "New Year Sale" and told customers that they could "SAVE 10% ON EVERYTHING!"

27. However, on January 22, 2023, Defendant was still advertising a "New Year Sale."

28. Then, on or around February 15, 2023, Defendant stopped advertising a "New Year Sale"—but continued offering a "10% SITEWIDE" discount until at least February 25, 2023. Defendant continued offering this 10% off sitewide discount until on or around March 13, 2023, when it then immediately started a new discount offering "UP TO \$300 OFF MATTRESSES."

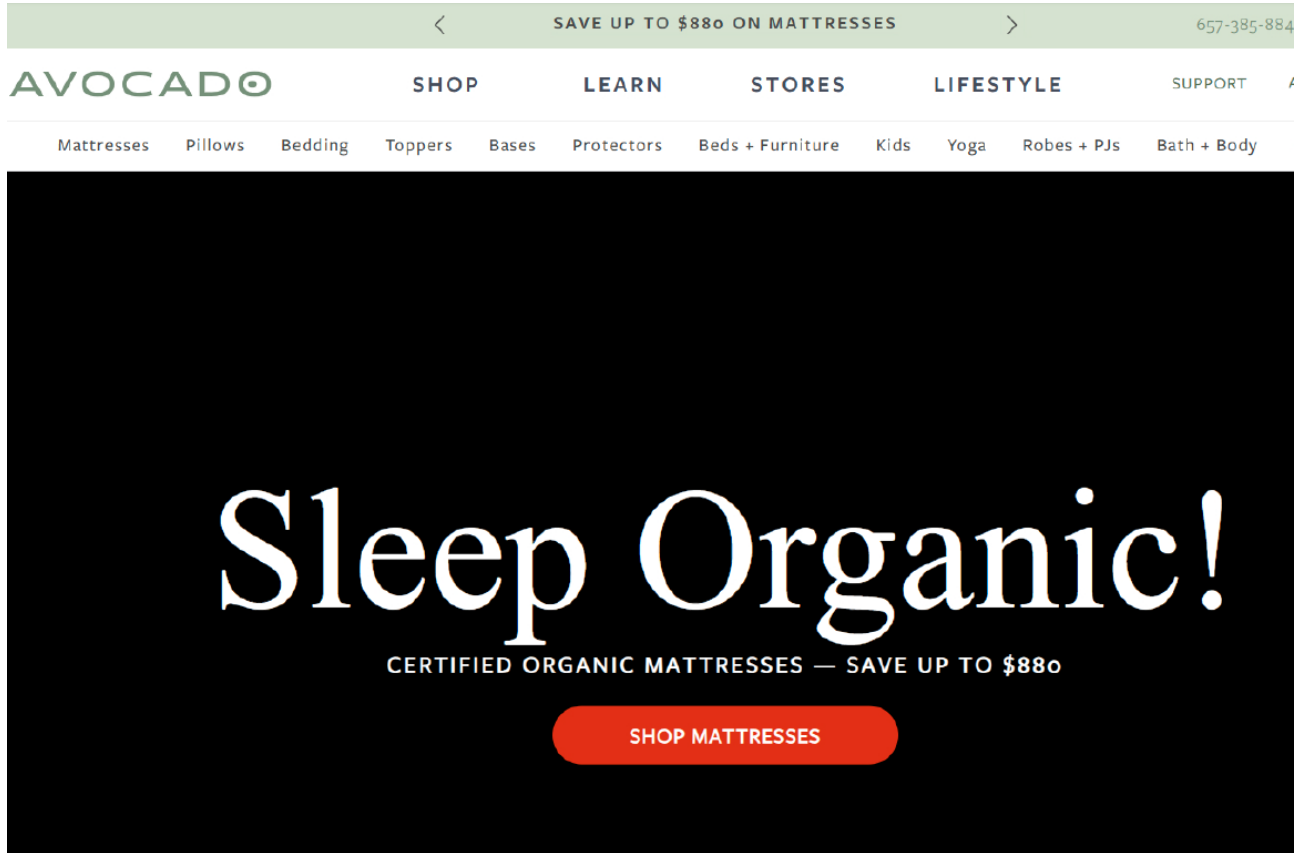


Captured March 13, 2023



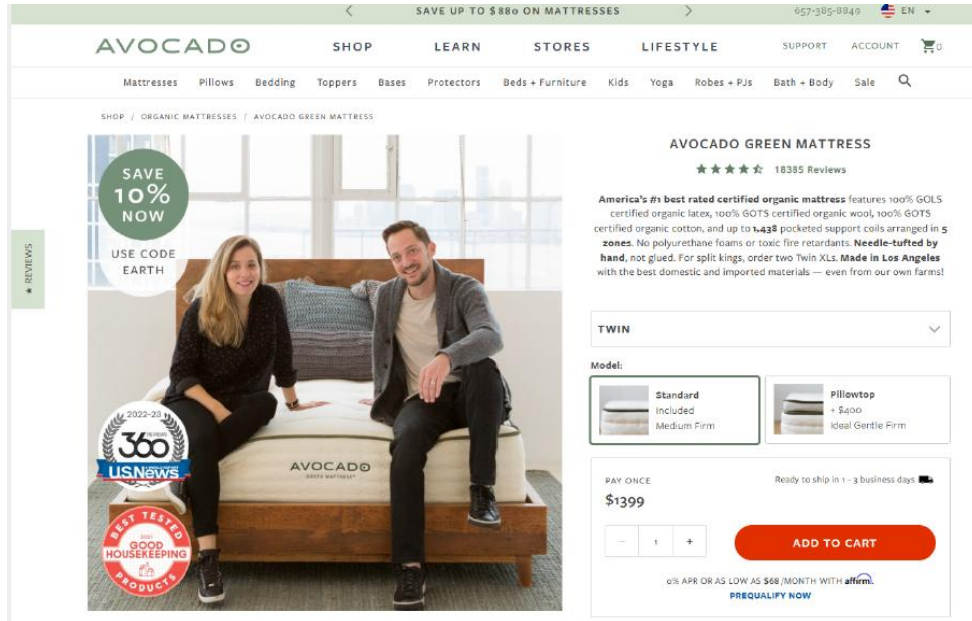
Captured March 31, 2023

29. Defendant continued offering up to \$300 off mattresses until around April 16, 2023, when Defendant began offering a discount of “UP TO \$880 ON MATTRESSES.” And Defendant kept offering the same or similar purported limited time sales offering purported discounts after that.



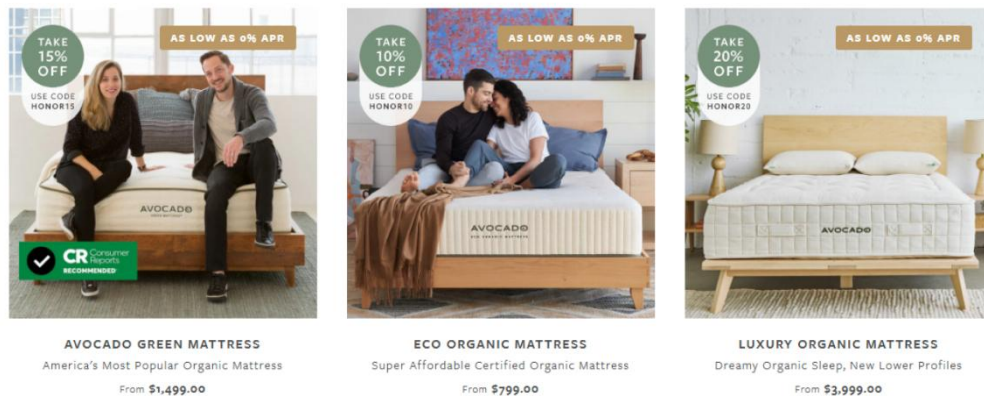
Captured April 16, 2023

30. Defendant’s supposed discounts are often automatically shown without the need to enter a code. And when Defendant does use discount codes for its sales, they are so prominently advertised on the product pages and other website pages that the vast majority of consumers use them. For example:



Captured April 5, 2023

POPULAR ORGANIC MATTRESSES



Captured May 21, 2025

31. To confirm that Defendant nearly always offers discounts off of purported regular prices, Plaintiffs' counsel performed an investigation of Defendant's advertising practices using the Internet Archive's Wayback Machine (available at www.archive.org).¹ That investigation confirms that Defendant consistently offers persistent, purported limited-time sales on its website. As an expanded

¹ The Internet Archive, available at archive.org, is a library that archives web pages. <https://archive.org/about/>.

1 sample, 93 screenshots of Defendant’s website, avocadogreenmattress.com, were collected from the
2 Internet Archive’s Wayback Machine, at regular intervals from the April 2021 to June 2025 period. A
3 sale on the Products was visible in 88% of the shots (82/93). And these are just the sales advertised on
4 the website: the additional discount codes that Defendant regularly distributes further increases the
5 percentage of products sold on sale. This illustrates how the supposed sale price was the actual regular
6 and prevailing price.

7 32. Reasonable consumers, including Plaintiffs, do not realize the fake nature of the sale. It is
8 not apparent from merely purchasing the Products, because the sale appears to be a bona fide sale.
9 Consumers do not have any reason to go back to the website day after day to discover that there is still a
10 sale, especially when Defendant sells Products that are not frequently purchased, like mattresses. And,
11 even a consumer who occasionally checks the website would reasonably believe that there happened to
12 be another sale—especially when Defendant changes the names of its sales despite offering the same or
13 a similar discount. Discovering Defendant’s deception required extensive mining of internet archives,
14 which revealed that the sale is not limited in time, that the discounts are fake, and that the advertised
15 regular prices are fake.

16 33. In addition, Defendant’s website lists fake regular prices (that is, prices reflecting a
17 misleading list price or value of an item) and fake discounts in strikethrough.

18 34. For example, on April 19, 2025, Defendant advertised a “Sleep Organic” sale on its
19 website. As part of this discount, Defendant listed purported regular prices in strikethrough font.
20
21
22
23
24
25
26
27
28

POPULAR ORGANIC MATTRESSES



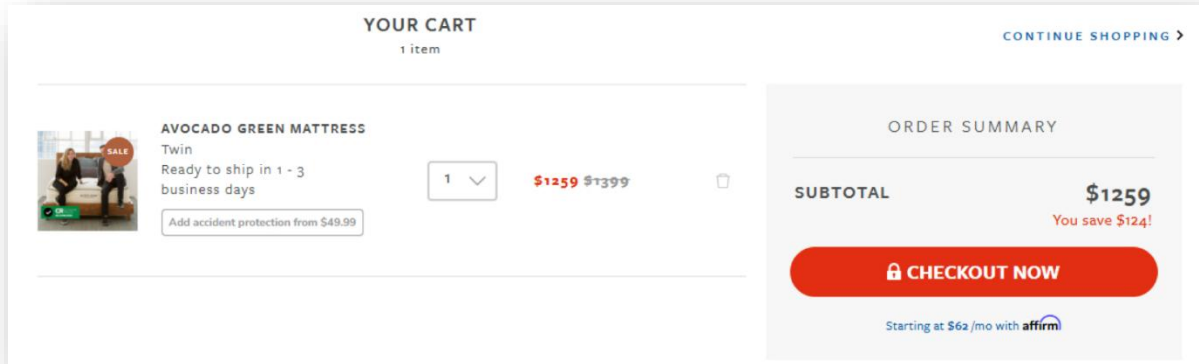
AVOCADO GREEN MATTRESS

America's Most Popular Organic Mattress

From ~~\$1,259.00~~ ~~\$1,399.00~~

Captured April 19, 2025

35. Defendant represented that this mattress had a regular list price of \$1,399.00 and a discount price of \$1,259.00 after a 10% discount was applied:



Captured April 19, 2025

36. But the truth is, the Avocado Green Mattress's listed regular price of \$1,399.00 is not its regular price. Instead, the purported regular price is lower, because Defendant almost always offers discounts on its Products. As a result, Defendant's customers did not receive a true 10% discount.

37. The advertising was materially the same for the Eco mattress.



Captured April 19, 2025

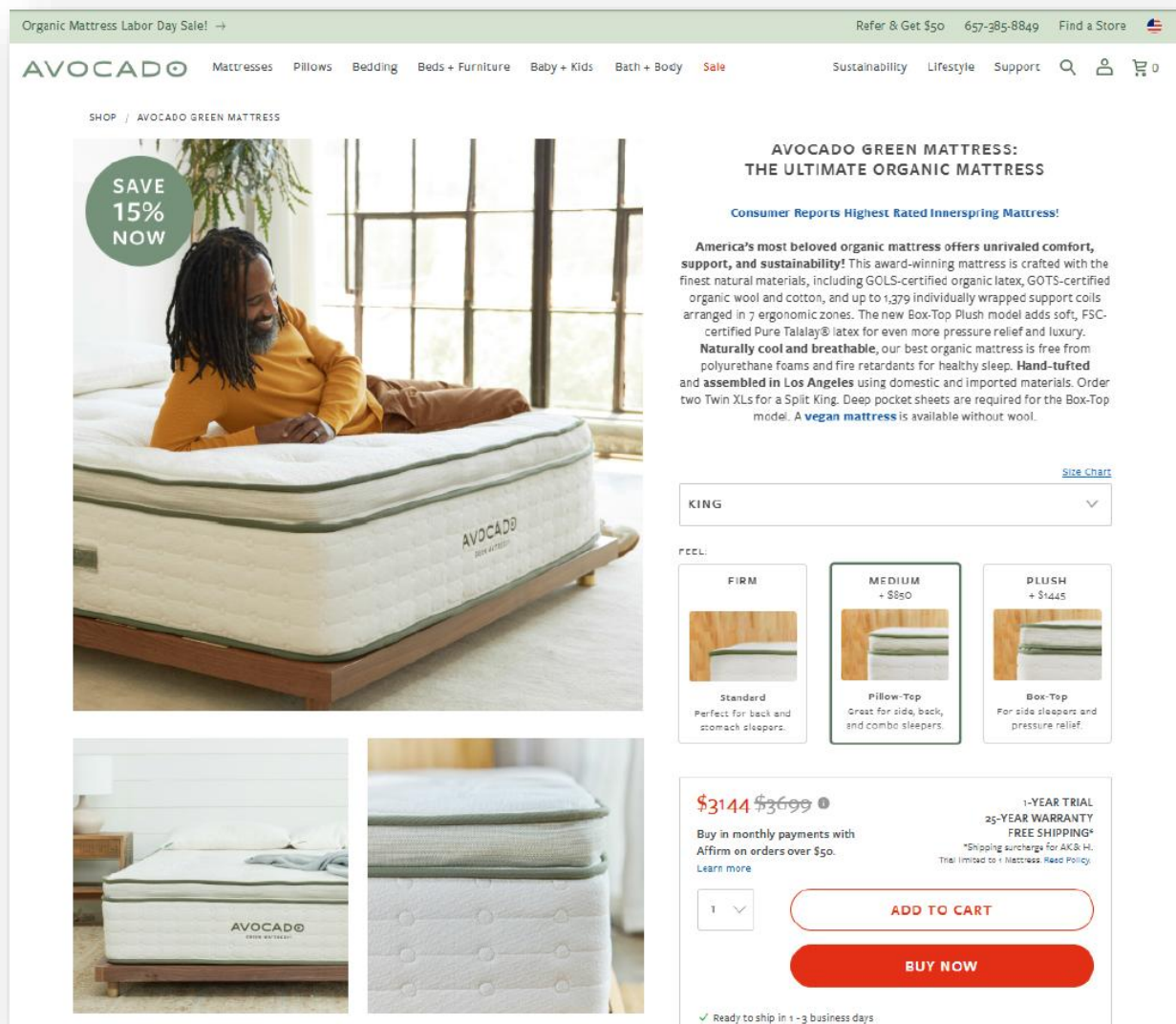
38. Similarly, the advertised Eco regular price of \$777 was not the actual regular price.

1 39. Using these tactics, Defendant leads reasonable consumers to believe that they will get a
2 discount on the Products they are purchasing if they purchase during the limited-time promotion. In
3 other words, it leads reasonable consumers to believe that if they buy now, they will get a Product worth
4 X at a discounted, lower price Y. This creates a sense of urgency: buy now, and you will receive
5 something worth more than you pay for it; wait, and you will pay more for the same thing later.

6 40. Based on Defendant's advertisements, reasonable consumers reasonably believe that the
7 list prices Defendant advertises are Defendant's regular prices and former prices (that is, the price at
8 which the goods were actually offered for sale on Defendant's website before the limited-time offer
9 went into effect). In other words, reasonable consumers reasonably believe that the list prices Defendant
10 advertises represent the amount that consumers formerly had to pay on Defendant's website for
11 Defendant's goods, before the limited-time sale began, and will again have to pay for Defendant's goods
12 when the sale ends. Said differently, reasonable consumers reasonably believe that, prior to the
13 supposedly time-limited sale, consumers buying from Defendant on its website had to pay the list price
14 to get the item and did not have the opportunity to get a discount from that list price.

15 41. Reasonable consumers also reasonably believe that the list prices Defendant advertises
16 represent the true market value of the Products, and are the prevailing prices for those Products; and that
17 they are receiving reductions from those listed regular prices in the amounts advertised. In truth,
18 however, Defendant almost always offers discounts off the purported regular prices it advertises. As a
19 result, everything about Defendant's price and purported discount advertising is false. The list prices
20 Defendant advertises are not actually Defendant's regular or former prices, or the prevailing prices for
21 the Products Defendant sells. And, the list prices do not represent the true market value for the Products,
22 because Defendant's Products are consistently available for less than that on Defendant's website, and
23 customers did not have to formerly pay that amount to get those items. The purported discounts
24 Defendant advertises are not the true discount the customer is receiving, and are often not a discount at
25 all. Nor are the purported discounts limited-time—quite the opposite, they are nearly always available.

26 42. Sometime in early 2024, Defendant added a fine-print asterisk next to its strikethrough
27 pricing:
28



Captured September 1, 2024

43. Defendant’s prominent “Save 15% Now” representation, along with the strikethrough price, makes reasonable consumers believe they are getting a discount off the former, regular price of the item. *See, e.g.,* Cal. Code Regs. Tit. 4, § 1301 (by regulation, the words “% off” or “now [a lower price]” convey a former price). Reasonable consumers would not notice or click on the inconspicuous asterisk. And they would not expect any disclaimer to contradict their reasonable expectation that they are getting a discount off the former or regular price.

44. If a consumer did click on the tiny asterisk, the following box pops up:

AVOCADO Mattresses Pillows Bedding Beds + Furniture Baby + Kids Bath + Body Sale Sustainability Lifestyle Support

SHOP / AVOCADO GREEN MATTRESS

SAVE 15% NOW

AVOCADO GREEN MATTRESS: THE ULTIMATE ORGANIC MATTRESS

Consumer Reports Highest Rated Innerspring Mattress!

America's most beloved organic mattress offers unrivaled comfort, support, and sustainability! This award-winning mattress is crafted with the finest natural materials, including GOLS-certified organic latex, GOTS-certified organic wool and cotton, and up to 1,379 individually wrapped support coils arranged in 7 ergonomic zones. The new Box-Top Plush model adds soft, FSC-certified Pure Talalay® latex for even more pressure relief and luxury. Naturally cool and breathable, our best organic mattress is free from polyurethane foams and fire retardants for healthy sleep. Hand-tufted and assembled in Los Angeles using domestic and imported materials. Order two Twin XLs for a Split King. Deep pocket sheets are required for the Box-Top model. A [vegan mattress](#) is available without wool.

Size Chart

KING

Our prices are shown alongside the Manufacturer's Suggested Retail Price (MSRP) for comparison. The MSRP, marked with a strike-through, is a recommended price that may not reflect actual selling prices in the past or guarantee future pricing. This comparison price is intended as a guide only and may not represent current market prices. Prices may vary and potentially decrease during future promotions. Our goal is to ensure you have the information needed to make informed buying decisions. [Read Terms & Conditions](#)

PLUSH + \$1445

Box-Top For side sleepers and pressure relief.

~~\$3144~~ ~~\$3699~~

Buy in monthly payments with Affirm on orders over \$50. [Learn more](#)

1-YEAR TRIAL 25-YEAR WARRANTY FREE SHIPPING*
*Shipping surcharge for AK & HI. Trial limited to 1 Mattress. Read Policy.

1

ADD TO CART

BUY NOW

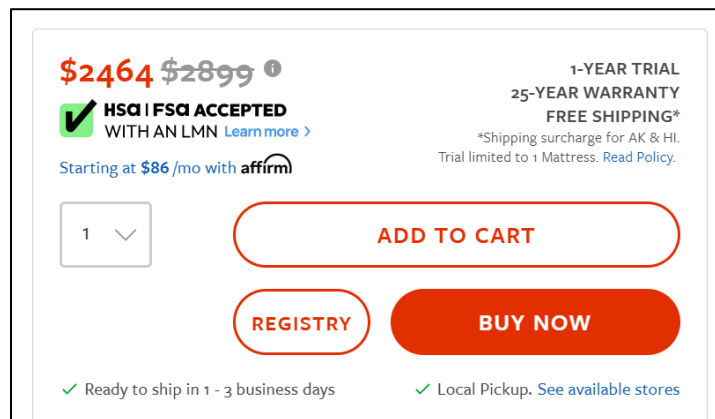
Ready to ship in 1-3 business days

45. This disclaimer states that the strikethrough is a Manufacturer's Suggested Retail Price ("MSRP") that "may not reflect actual selling prices in the past" or reflect "market prices." But as the FTC has found, a made up MSRP like this is deceptive to reasonable consumers. According to the FTC rules against deceptive pricing, "Many members of the purchasing public believe that a manufacturer's list price, or suggested retail price, is the price at which an article is generally sold. Therefore, if a reduction from this price is advertised, many people will believe that they are being offered a genuine bargain. To the extent that list or suggested retail prices do not in fact correspond to

prices at which a substantial number of sales of the article in question are made, the advertisement of a reduction may mislead the consumer.” 16 CFR 233.3(a).

46. As the disclaimer itself admits, Defendant (the manufacturer) is not basing its MSRP on the sale price. The disclaimer does not say what, if anything, the MSRP is actually based on. This directly contradicts the reasonable expectations of consumers.

47. At other retailers, Defendant’s mattresses are not generally sold at the purported MSRP, and are instead sold at the same discount Defendant offers on its website. Take, for example, the Avocado Green Mattress (Firm King). This is currently offered (as of October 24, 2025) on Defendant’s website for \$2364 (a supposed discount from \$2899). Pottery Barn is offering the identical supposed discount. And so is the Bed Store:



Defendant's website

Avocado Green Mattress
(11"-15.5")
Limited Time Offer
\$2,464 ~~\$2,899~~

Pottery Barn

Avocado Green Mattress Firm

\$2,464 ~~\$2,899~~

You Save **\$435 (16%)**

Taxes and shipping calculated at checkout

From **\$222.40/mo** with **shop Pay**

[Check your purchasing power](#)

Bedstore

48. This is no accident – these other retailers compete with Defendant for online sales, so they match the actual price on Defendant’s own website (not an arbitrary MSRP).

49. Nor is Defendant regularly selling at its own MSRP in its retail stores. Its stores offer the same sales as its website. For example:



Photo (posted in July 2025) of the Avocado store in Pasadena, advertising the “Sleep Organic Sale”²

² https://www.yelp.com/biz_photos/avocado-pasadena?select=-PeQoa1i216F1yF6jD2LaA

50. This is the kind of MSRP pricing scheme that the FTC prohibits because it is deceptive. Defendant is setting a made-up MSRP, that is not based on regular actual sales, to induce consumers to believe they are getting a good deal.

B. Defendant's advertisements are unfair, deceptive, and unlawful.

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

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

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

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

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

56. Here, as described in detail above, Defendant made untrue and misleading statements about its prices. Defendant advertised regular prices that are not its true regular prices, or its former prices, and were not the prevailing market price in the three months immediately preceding the advertisement. In addition, Defendant advertised goods or services with the intent not to sell them as advertised, for example, by advertising goods having certain former prices and/or market values without

the intent to sell goods having those former prices and/or market values. Defendant made false or misleading statements of fact concerning the reasons for, existence of, and amounts of price reductions, including the existence of discounts, and the amounts of price reductions resulting from those discounts. And Defendant engaged in unlawful, unfair, and deceptive business practices.

C. Defendant's advertisements harm consumers.

57. Based on Defendant's advertisements, reasonable consumers would expect that the list prices Defendant advertises are the regular prices at which Defendant usually sells its Products and that these are former prices that Defendant sold its Products at before the time-limited discount was introduced.

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

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

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

61. Similarly, when consumers believe that an offer is expiring soon, the sense of urgency makes them more likely to buy a product.⁵

³ <https://www.invespro.com/blog/how-discounts-affect-online-consumer-buying-behavior/>.

⁴ RetailMeNot Survey: Deals and Promotional Offers Drive Incremental Purchases Online, Especially Among Millennial Buyers (prnewswire.com).

⁵ <https://cxl.com/blog/creating-urgency/> (addition of a countdown timer increased 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 62. Thus, Defendant’s advertisements harm consumers by inducing them to make purchases
2 based on false information. In addition, by this same mechanism, Defendant’s advertisements artificially
3 increase consumer demand for Defendant’s Products. This puts upward pressure on the prices that
4 Defendant can charge for its Products. As a result, Defendant can charge a price premium for its
5 Products that it would not be able to charge absent the misrepresentations described above. So, due to
6 Defendant’s misrepresentations, Plaintiffs and the putative Class paid more for the Products they bought
7 than they otherwise would have.

8 **D. Plaintiffs were misled by Defendant’s misrepresentations.**

9 Ms. Islas

10 63. On or around July 3, 2022, Ms. Islas purchased an Avocado Green Mattress from
11 Defendant’s website, avocadogreenmattress.com. She made this purchase while living in Bellflower,
12 California. At the time she made her purchase, Defendant’s website was offering a supposed “July 4th
13 Sale” offering \$100 off Defendant’s list prices for purchases made during the supposed promotion (with
14 code “USA”). The website represented that the Avocado Green Mattress had a regular price of
15 \$2,199.00 plus tax but was on sale for a discounted price of \$2,099.00 plus tax. And, the website
16 represented that Ms. Islas would save \$100 on that Product if she purchased during the sale.

17 64. In the email order confirmation that Defendant sent to Ms. Islas after she made her
18 purchase, Defendant represented that the Product had a regular price of \$2,199.00, and that Ms. Islas
19 was receiving a discount of \$100.

Order summary



Mattress Recycling Fee × 1
CA

\$10.50



Avocado Green Mattress × 1

Queen / Attached Pillow Top
Production Time: Ready to ship in 3-5 days.

~~\$2,199.00~~

\$2,099.00

USA (-\$100.00)

Subtotal **\$2,109.50**

Shipping **\$0.00**

Taxes **\$215.15**

65. Ms. Islas faces an imminent threat of future harm. She would purchase Products from Defendant again in the future if she could feel sure that Defendant's regular prices accurately reflected Defendant's former prices and the market value of the Products, and that its discounts were truthful. But without an injunction, Ms. Islas has no realistic way to know which—if any—of Defendant's regular prices, discounts, and sales are not false or deceptive. For example, while she could watch Defendant's website for a sale on the day that it is supposed to end to see if the sale is permanent, doing so could result in her missing out on the sale (e.g., if the sale is actually limited in time, and not permanent). Accordingly, Ms. Islas is unable to rely on Defendant's advertising in the future, and so cannot purchase Products she would like to purchase.

Ms. Amill

66. On or around July 5, 2021, Ms. Amill purchased an Avocado Green Mattress from Defendant's website, avocadogreenmattress.com. She made this purchase while living in Long Beach, California.

67. Ms. Amill obtained and used one of Defendant's discount codes from U.S. News 360 Reviews, promising \$150 off. When she applied the code, Defendant's website represented that the

Avocado Green Mattress had a regular price of \$999.00 plus tax but, by using her discount code, that Ms. Amill would receive a \$150.00 discount and pay \$849.00 plus tax.

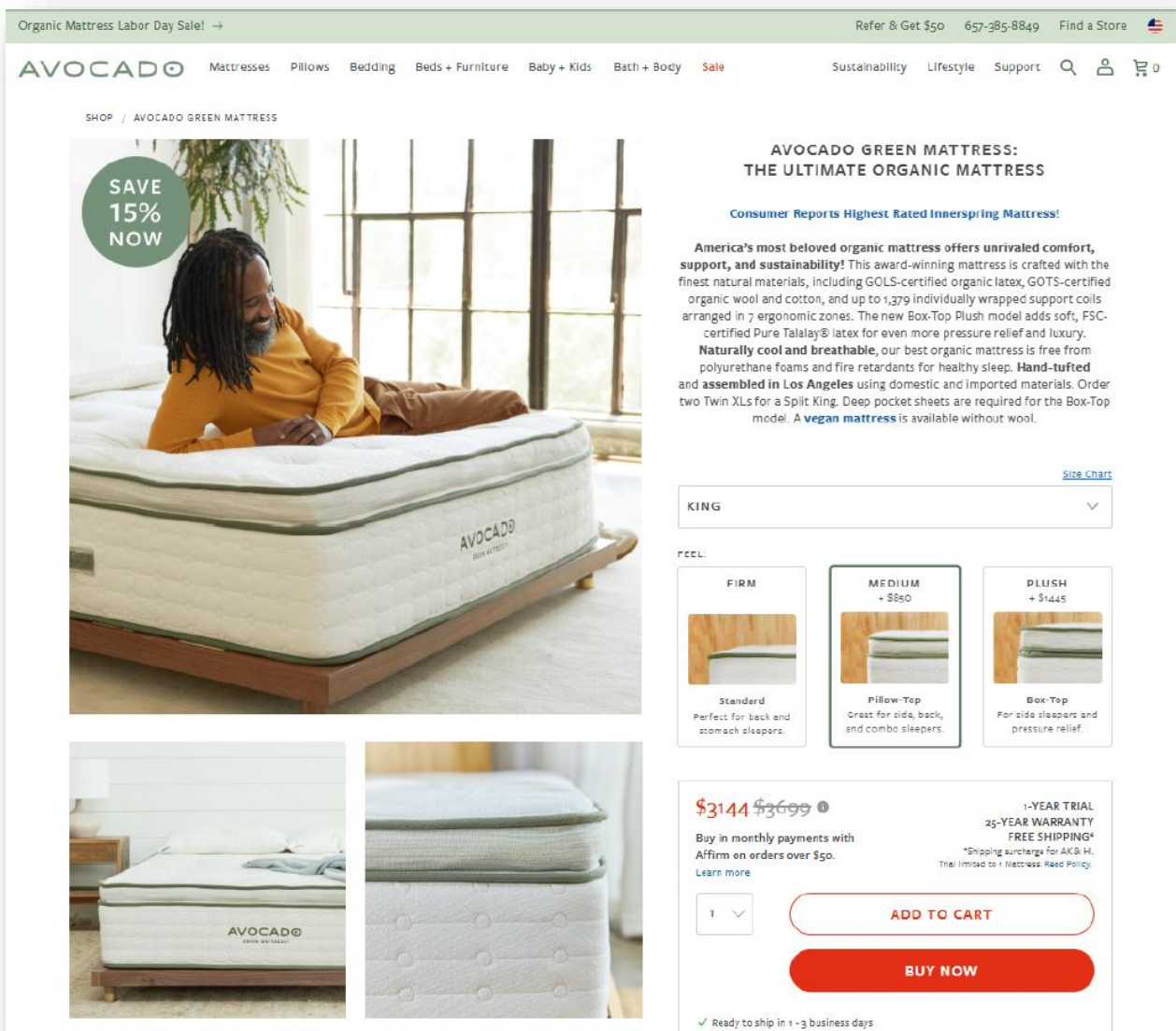
	¹ Mattress Recycling Fee CA	\$10.50
	¹ Avocado Green Mattress Twin / No	\$999.00
	Production Time: Ready to ship in 2-3 weeks.	\$849.00
	📍 USNEWS360 (-\$150.00)	
Subtotal		\$859.50
Shipping		Free
Taxes		\$87.02
Total		USD \$946.52

68. In the email order confirmation that Defendant sent to Ms. Amill after she made her purchase, Defendant represented that the Product had a regular price of \$999.00, and that Ms. Amill was receiving a discount of \$150.

Mr. Pettyjohn

69. On or around September 1, 2024, Mr. Pettyjohn purchased an Avocado Green Mattress (King Pillow-Top) from Defendant's website, avocadogreenmattress.com. He made this purchase while living in Los Angeles.

70. Here is what the website showed around the time of his purchase:

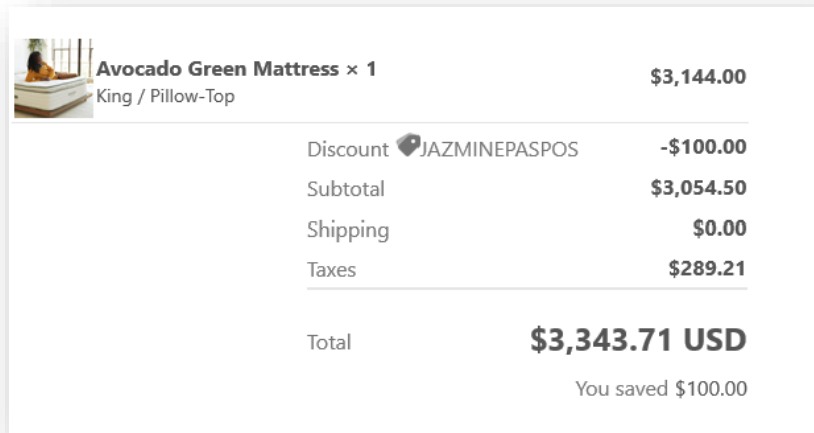


Captured September 1, 2024

71. As shown above, the website was advertising an “Organic Mattress Labor Day” sale for “15%” savings. It was also advertising a strikethrough price of ~~\$3699~~ and a supposedly discounted price of \$3144.

72. Like other reasonable consumers, Mr. Pettyjohn expected the advertised discount to be based on the actual regular sales price of the mattress. He did not notice or click on the tiny asterisk next to the strikethrough price. And he did not expect any disclaimer to say that the strikethrough price is a made up MSRP (not based on regular sales). Instead, he reasonably believed that the \$3699 strikethrough price represented the regular, former price of the product.

73. Mr. Pettyjohn also used a discount code he obtained by previously visiting an Avocado Mattress store, for an additional \$100 off the supposedly discounted price. This is reflected by his receipt:



 Avocado Green Mattress × 1 King / Pillow-Top	\$3,144.00
Discount  JAZMINEPASPOS	-\$100.00
Subtotal	\$3,054.50
Shipping	\$0.00
Taxes	\$289.21
Total	\$3,343.71 USD
You saved \$100.00	

74. Mr. Pettyjohn faces an imminent threat of future harm. He would purchase Products from Defendant again in the future if he could feel sure that Defendant's regular prices accurately reflected Defendant's former prices and the market value of the Products, and that its discounts were truthful. But without an injunction, he has no realistic way to know which—if any—of Defendant's regular prices, discounts, and sales are not false or deceptive. For example, while he could watch Defendant's website for a sale on the day that it is supposed to end to see if the sale is permanent, doing so could result in him missing out on the sale (e.g., if the sale is actually limited in time, and not permanent). Accordingly, he is unable to rely on Defendant's advertising in the future, and so cannot purchase Products he would like to purchase.

75. Plaintiffs read and relied on Defendant's representations on Defendant's website, specifically that the Products they purchased were being offered at a discount for a limited time and had the regular prices listed above. Based on Defendant's representations described and shown above, Plaintiffs reasonably understood that Defendant regularly (and before the promotion Defendant was advertising) sold the Products they were purchasing at the published regular prices, that these regular prices were the market value of the Products that they were buying, that they were receiving the advertised discounts as compared to the regular prices, and that advertised discounts were not almost

1 always available. They would not have made the purchases if they had known that the Products were not
2 discounted as advertised, and that they were not receiving the advertised discounts.

3 76. In reality, as explained above, Defendant's Products, including the Products that
4 Plaintiffs purchased, were almost always available at a discounted price off of the purported regular
5 prices. In other words, Defendant did not regularly sell the Products Plaintiffs purchased—or any
6 Product—at the purported regular price, and the Products were not discounted as advertised. Plus, the
7 sale was not limited time—Defendant's Products are nearly always on sale.

8 77. At the time that Plaintiffs purchased the Products, they did not know that Defendant's
9 sales were not real or that the discounts were fake. Nor did they have any reason to suspect that the sales
10 were fake when they purchased the Products. Ms. Amill and Ms. Islas did not discover Defendant's
11 deception until June of 2025, when they learned that Defendant's Products are almost always discounted
12 and that, as a result, they did not receive the discount they were promised. Similarly, Plaintiff Pettyjohn
13 did not discover the same until around August of 2025.

14 78. As explained above, it was not apparent from merely purchasing the Products that
15 Defendant's sales were fake, because they are advertised as a bona fide sale. And Plaintiffs did not have
16 any reason to go back to the website day after day and record the frequency of Defendant's purported
17 sales.

18 **E. Defendant breached its contract with and warranties to Plaintiffs and the putative**
19 **Class.**

20 79. When Plaintiffs and other members of the putative Class purchased and paid for the
21 Avocado Mattress Products that they bought as described above, they accepted offers that Defendant
22 made, and thus, a contract was formed each time that they made purchases. Each offer was to provide
23 Products having a particular listed regular price and market value, and to provide those Products at the
24 discounted price advertised on the website.

25 80. Defendant's website (including its strikethrough prices) and/or email confirmations list
26 the market value of the items that Defendant promised to provide (which, for Plaintiffs, is shown above).
27 Defendant agreed to provide a discount equal to the difference between the regular prices, and the prices
28 paid by Plaintiffs and putative Class Members (also shown above for Plaintiffs). For example,

1 Defendant offered to provide Ms. Amill (among other things) the Avocado Green Mattress with a
2 market value of \$999.00, and to provide a discount of \$150. Defendant also warranted that the regular
3 price and market value of the Products Plaintiffs and putative Class Members purchased was the
4 advertised list price and warranted that Plaintiffs and putative Class Members were receiving a specific
5 discount on the Product.

6 81. The regular price and market value of the items Plaintiffs and putative Class Members
7 would receive, and the amount of the discounts they would be provided off of the regular price of those
8 items, were specific and material terms of the contract. They were also affirmations of fact about the
9 Products and a promise relating to the goods.

10 82. Plaintiffs and other members of the putative Class performed their obligations under the
11 contract by paying for the items they purchased.

12 83. Defendant breached its contract by failing to provide Plaintiffs and other members of the
13 putative Class with Products that have a regular price and market value equal to the regular price
14 displayed, and by failing to provide the discount it promised. Defendant also breached warranties for the
15 same reasons.

16 **F. No adequate remedy at law.**

17 84. Plaintiffs seek damages and, in the alternative, restitution. Plaintiffs are permitted to seek
18 equitable remedies in the alternative because they have no adequate remedy at law.

19 85. A legal remedy is not adequate if it is not as certain as an equitable remedy. The elements
20 of Plaintiffs' equitable claims are different and do not require the same showings as Plaintiffs' legal
21 claims. For example, Plaintiffs' FAL claims under Section 17501 (an equitable claim) are predicated on
22 a specific statutory provision, which prohibits advertising merchandise using a former price if that price
23 was not the prevailing market price within the past three months. Cal. Bus. & Prof. Code § 17501.
24 Plaintiffs may be able to prove these more straightforward factual elements, and thus prevail under the
25 FAL, while not being able to prove one or more elements of their legal claims.

26 86. In addition, to obtain a full refund as damages, Plaintiffs must show that the Products
27 they bought have essentially no market value. In contrast, Plaintiffs can seek restitution without making
28 this showing. This is because Plaintiffs purchased Products that they would not otherwise have

1 purchased, but for Defendant's representations. Obtaining a full refund at law is less certain than
2 obtaining a refund in equity.

3 87. Furthermore, the remedies at law available to Plaintiffs are not equally prompt or
4 otherwise efficient. The need to schedule a jury trial may result in delay. And a jury trial will take
5 longer, and be more expensive, than a bench trial.

6 88. Finally, legal damages are inadequate to remedy the imminent threat of future harm that
7 Plaintiffs face. Only an injunction can remedy this threat of future harm. Plaintiffs would purchase or
8 consider purchasing Products from Defendant again in the future if they could feel sure that Defendant's
9 regular prices accurately reflected Defendant's former prices and the market value of the Products, and
10 that its discounts were truthful. But without an injunction, Plaintiffs have no realistic way to know
11 which—if any—of Defendant's regular prices, discounts, and sales are not false or deceptive. Thus, they
12 are unable to rely on Defendant's advertising in the future, and so cannot purchase Products they would
13 like to purchase.

14 **V. Class Action Allegations.**

15 89. Plaintiffs bring the asserted claims on behalf of the proposed Class of all persons who,
16 while in the state of California and within the applicable statute of limitations period, purchased one or
17 more Avocado Mattress Products advertised at a discount on Defendant's website.

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

26 ***Numerosity & Ascertainability***

27 91. The proposed Class contains members so numerous that separate joinder of each member
28 of the Class is impractical. There are at least tens of thousands of Class Members.

92. Class Members can be identified through Defendant's sales records and public notice.

Predominance of Common Questions

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

94. (1) whether Defendant made false or misleading statements of fact in its advertisements;

95. (2) whether Defendant violated California's consumer protection statutes;

96. (3) whether Defendant committed a breach of contract;

97. (4) whether Defendant committed a breach of an express warranty;

98. (5) damages needed to reasonably compensate Plaintiffs and the proposed Class.

Typicality & Adequacy

99. Plaintiffs' claims are typical of the proposed Class. Like the proposed Class, Plaintiffs purchased Avocado Mattress Products advertised at a discount on Defendant's website. There are no conflicts of interest between Plaintiffs and the Class.

Superiority

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

VI. Claims.

First Cause of Action:

Violation of California's False Advertising Law Bus. & Prof. Code §§ 17500 & 17501 et. seq.

(By Plaintiffs and the Class)

101. Plaintiffs incorporate each and every factual allegation set forth above.

102. Plaintiffs bring this cause of action on behalf of themselves and members of the Class.

103. Defendant has violated sections 17500 and 17501 of the Business and Professions Code.

104. Defendant has violated, and continues to violate, section 17500 of the Business and Professions Code by disseminating untrue and misleading advertisements to Plaintiffs and Class Members.

1 105. As alleged more fully above, Defendant advertises former prices along with discounts.
2 Defendant does this, for example, by crossing out a higher price (*e.g.*, ~~\$2,199.00~~) and displaying it next
3 to a lower, discounted price. Reasonable consumers would understand prices advertised in strikethrough
4 font from which time-limited discounts are calculated to denote “former” prices, *i.e.*, the prices that
5 Defendant charged before the time-limited discount went into effect.

6 106. The prices advertised by Defendant are not Defendant’s regular prices. In fact, those
7 prices are never Defendant’s regular prices (*i.e.*, the price you usually have to pay to get the Product in
8 question), because there is always or almost always a heavily-advertised promotion ongoing entitling
9 consumers to a discount. Moreover, for the same reasons, those prices were not the former prices of the
10 Products. Accordingly, Defendant’s statements about the former prices of its Products, and its
11 statements about its discounts from those former prices, were untrue and misleading. In addition,
12 Defendant’s statements that its discounts are limited time are false and misleading too.

13 107. In addition, Defendant has violated, and continues to violate, section 17501 of the
14 Business and Professions Code by advertising former prices that were not the prevailing market price
15 within three months immediately preceding the advertising. As explained above, Defendant’s advertised
16 regular prices, which reasonable consumers would understand to denote former prices, were not the
17 prevailing market prices for the Products within three months preceding publication of the
18 advertisement. And Defendant’s former price advertisements do not state clearly, exactly, and
19 conspicuously when, if ever, the former prices prevailed. Defendant’s advertisements do not indicate
20 whether or when the purported former prices were offered at all.

21 108. Defendant’s misrepresentations were intended to induce reliance, and Plaintiffs saw,
22 read, and reasonably relied on the statements when purchasing Avocado Mattress Products. Defendant’s
23 misrepresentations were a substantial factor in Plaintiffs’ purchase decisions.

24 109. In addition, class-wide reliance can be inferred because Defendant’s misrepresentations
25 were material, *i.e.*, a reasonable consumer would consider them important in deciding whether to buy
26 Avocado Mattress Products.

27 110. Defendant’s misrepresentations were a substantial factor and proximate cause in causing
28 damages and losses to Plaintiffs and the Class.

111. Plaintiffs and the Class were injured as a direct and proximate result of Defendant's conduct because (a) they would not have purchased the Products if they had known the truth, (b) they overpaid for the Products because the Products were sold at a price premium due to the misrepresentation, and/or (c) they did not receive the discounts they were promised, and received Products with market values lower than the promised market values.

112. For the claims under California's False Advertising Law, Plaintiffs seek all available equitable relief, including injunctive relief, disgorgement, and restitution in the form of a full refund and/or measured by the price premium charged to Plaintiffs and the Class as a result of Defendant's unlawful conduct.

Second Cause of Action:

Violation of California's Consumer Legal Remedies Act

(By Plaintiffs and the Class)

113. Plaintiffs incorporate each and every factual allegation set forth above.

114. Plaintiffs bring this cause of action on behalf of themselves and members of the Class.

115. Plaintiffs and the Class are "consumers," as the term is defined by California Civil Code § 1761(d).

116. Plaintiffs and the Class have engaged in "transactions" with Defendant as that term is defined by California Civil Code § 1761(e).

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

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

119. Defendant violated, and continues to violate, section 1770 of the California Civil Code.

120. Defendant violated, and continues to violate, section 1770(a)(5) of the California Civil Code by representing that Products offered for sale have characteristics or benefits that they do not have.

1 Defendant represents that the value of its Products is greater than it actually is by advertising inflated
2 regular prices and fake discounts for Products.

3 121. Defendant violated, and continues to violate, section 1770(a)(9) of the California Civil
4 Code. Defendant violates this by advertising its Products as being offered at a discount, when in fact
5 Defendant does not intend to sell the Products at a discount.

6 122. And Defendant violated, and continues to violate section 1770(a)(13) by making false or
7 misleading statements of fact concerning reasons for, existence of, or amounts of, price reductions on its
8 website, including by (1) misrepresenting the regular price of Products on its website, (2) advertising
9 discounts and savings that are exaggerated or nonexistent, (3) misrepresenting that the discounts and
10 savings are unusual, when in fact they are regularly available (4) misrepresenting the reason for the sale
11 (*e.g.*, “Labor Day Sale,” when in fact the sale is ongoing and not limited to Labor Day).

12 123. Defendant’s representations were likely to deceive, and did deceive, Plaintiffs and
13 reasonable consumers. Defendant knew, or should have known through the exercise of reasonable care,
14 that these statements were inaccurate and misleading.

15 124. Defendant’s misrepresentations were intended to induce reliance, and Plaintiffs saw,
16 read, and reasonably relied on them when purchasing the Avocado Mattress Products. Defendant’s
17 misrepresentations were a substantial factor in Plaintiffs’ purchase decisions.

18 125. In addition, class-wide reliance can be inferred because Defendant’s misrepresentations
19 were material, *i.e.*, a reasonable consumer would consider them important in deciding whether to buy
20 Avocado Mattress Products.

21 126. Defendant’s misrepresentations were a substantial factor and proximate cause in causing
22 damages and losses to Plaintiffs and the Class.

23 127. Plaintiffs and the Class were injured as a direct and proximate result of Defendant’s
24 conduct because (a) they would not have purchased the Products if they had known the discounts and/or
25 regular prices were not real, (b) they overpaid for the Products because the Products were sold at a price
26 premium due to the misrepresentation, and/or (c) they did not receive the discounts they were promised,
27 and received products with market values lower than the promised market values.
28

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

3 129. CLRA § 1782 NOTICE. On June 11, 2025, a CLRA demand letter was sent to
4 Defendant's New Jersey headquarters and to Defendant's California registered agent via certified mail
5 (return receipt requested) on behalf of Ms. Islas, that provided notice of Defendant's violations of the
6 CLRA and demanded that Defendant correct the unlawful, unfair, false and/or deceptive practices
7 alleged here. Defendant did not fully correct the problem for Ms. Islas and for each member of the Class
8 within 30 days of receipt. Plaintiff previously sought only injunctive relief under the CLRA. As
9 expressly allowed by the CLRA, Plaintiff now amends and seeks all monetary remedies available under
10 the CLRA, including damages and attorney fees. *See* Cal. Civ. Code § 1782 (d) ("An action for
11 injunctive relief ... may be commenced without [notice]" and after the notice period elapses the
12 "consumer may amend his or her complaint without leave of court to include a request for damages.")

13 130. CLRA § 1782 NOTICE. Out of an abundance of caution, even though Ms. Islas already
14 provided notice to Defendant and demanded correction on behalf of the putative Class and so no further
15 notice was necessary, on June 16, 2025, a CLRA demand letter was sent to Defendant's New Jersey
16 headquarters and to Defendant's California registered agent via certified mail (return receipt requested)
17 on behalf of Ms. Amill, that provided notice of Defendant's violations of the CLRA and demanded that
18 Defendant correct the unlawful, unfair, false and/or deceptive practices alleged here. Defendant did not
19 fully correct the problem for Plaintiff and for each member of the Class within 30 days. Plaintiff
20 previously sought only injunctive relief under the CLRA. As expressly allowed by the CLRA, Plaintiff
21 now amends and seeks all monetary remedies available under the CLRA, including damages and
22 attorney fees. *See* Cal. Civ. Code § 1782 (d) ("An action for injunctive relief ... may be commenced
23 without [notice]" and after the notice period elapses the "consumer may amend his or her complaint
24 without leave of court to include a request for damages.")

25 131. CLRA § 1782 NOTICE. Out of an abundance of caution, even though Ms. Islas and Ms.
26 Amill already provided notice to Defendant and demanded correction on behalf of the putative Class and
27 so no further notice was necessary, on September 11, 2025, a CLRA demand letter was sent to
28 Defendant's New Jersey headquarters and to Defendant's California registered agent via certified mail

(return receipt requested) on behalf of Mr. Pettyjohn that provided notice of Defendant's violations of the CLRA and demanded that Defendant correct the unlawful, unfair, false and/or deceptive practices alleged here. Defendant did not fully correct the problem for Plaintiff and for each member of the Class within 30 days. Accordingly, Plaintiff now seeks all monetary remedies available under the CLRA, including damages and attorney fees

Third Cause of Action:

Violation of California's Unfair Competition Law

(By Plaintiffs and the Class)

132. Plaintiffs incorporate each and every factual allegation set forth above.

133. Plaintiffs bring this cause of action on behalf of themselves and members of the Class.

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

The Unlawful Prong

135. Defendant engaged in unlawful conduct by violating the CLRA and FAL, as alleged above and incorporated here. In addition, Defendant engaged in unlawful conduct by violating the FTCA. The FTCA prohibits "unfair or deceptive acts or practices in or affecting commerce" and prohibits the dissemination of false advertisements. 15 U.S.C. § 45(a)(1), 15 USC § 52(a). As the FTCA's regulations make clear, Defendant's false pricing schemes violate the FTCA. 16 C.F.R. § 233.1., § 233.3.

The Deceptive Prong

136. As alleged in detail above, Defendant's representations that its Products were on sale, that the sale was limited in time, that the Products had a specific regular price, and that the consumers were receiving discounts were false and misleading.

137. Defendant's representations were misleading to Plaintiffs and other reasonable consumers.

138. Plaintiffs relied upon Defendant's misleading representations and omissions, as detailed above.

The Unfair Prong

139. As alleged in detail above, Defendant committed “unfair” acts by falsely advertising that its Products were on sale, that the sale was limited in time, that the Products had a specific regular price, and that the customers were receiving discounts.

140. Defendant violated established public policy by violating the CLRA and FAL, as alleged above and incorporated here. The unfairness of this practice is tethered to a legislatively declared policy (that of the CLRA and FAL).

141. The harm to Plaintiffs and the Class greatly outweighs the public utility of Defendant's conduct. There is no public utility to misrepresenting the price of a consumer product. This injury was not outweighed by any countervailing benefits to consumers or competition. Misleading consumer products only injure healthy competition and harm consumers.

142. Plaintiffs and the Class could not have reasonably avoided this injury. As alleged above, Defendant's representations were deceptive to reasonable consumers like Plaintiffs.

143. Defendant's conduct, as alleged above, was immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

* * *

144. For all prongs, Defendant's representations were intended to induce reliance, and Plaintiffs saw, read, and reasonably relied on them when purchasing the Avocado Mattress Products. Defendant's representations were a substantial factor in Plaintiffs' purchase decisions.

145. In addition, class-wide reliance can be inferred because Defendant's representations were material, i.e., a reasonable consumer would consider them important in deciding whether to buy Avocado Mattress Products.

146. Defendant's representations were a substantial factor and proximate cause in causing damages and losses to Plaintiffs and the Class Members.

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

148. For the claims under California’s Unfair Competition Law, Plaintiffs seek all available equitable relief, including injunctive relief, disgorgement, and restitution in the form of a full refund and/or measured by the price premium charged to Plaintiffs and the Class as a result of Defendant’s unlawful conduct.

Fourth Cause of Action:

Breach of Contract

(By Plaintiffs and the Class)

149. Plaintiffs incorporate each and every factual allegation set forth above.

150. Plaintiffs bring this cause of action on behalf of themselves and the Class.

151. Plaintiffs and Class Members entered into contracts with Defendant when they placed orders to purchase Products on Defendant's website.

152. The contracts provided that Plaintiffs and Class Members would pay Defendant for the Products ordered.

153. The contracts further required that Defendant provide Plaintiffs and Class Members with Products that have a market value equal to the regular prices displayed on the website. They also required that Defendant provide Plaintiffs and Class Members with the discount advertised on the website and listed in the receipt. These were specific and material terms of the contract.

154. The specific discounts were a specific and material term of each contract, and were displayed to Plaintiffs and Class Members at the time they placed their orders.

155. Plaintiffs and Class Members paid Defendant for the Products they ordered, and satisfied all other conditions of their contracts.

156. Defendant breached the contracts with Plaintiffs and Class Members by failing to provide Products that had a market value equal to the regular price displayed on its website, and by failing to provide the promised discount. Defendant did not provide the discount that Defendant had promised.

157. Plaintiffs provided Defendant with notice of these breaches of contract by mailing notice letters to Defendant's New Jersey headquarters and to Defendant's California registered agent on June 11, 2025 (Ms. Islas), June 16, 2025 (Ms. Amill), and September 11, 2025 (Mr. Pettyjohn), and Defendant has not cured its breaches for Plaintiffs or Class Members.

1 because the Products were sold at a price premium due to the warranty, and/or (c) they did not receive
2 the Products as warranted that they were promised.

3 167. For their breach of express warranty claims, Plaintiffs seek all damages available
4 including expectation damages and/or damages measured by the price premium charged to Plaintiffs and
5 the Class as a result of Defendant's unlawful conduct.

6 **Sixth Cause of Action:**

7 **Quasi-Contract/Unjust Enrichment**

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

9 168. Plaintiffs incorporate each factual allegation above, except for the allegations of an
10 express contract and warranty.

11 169. Plaintiffs bring this cause of action in the alternative to their Breach of Contract and
12 Breach of Warranty claims (Counts Four and Five) on behalf of themselves and the Class.

13 170. As alleged in detail above, Defendant's false and misleading advertising caused Plaintiffs
14 and the Class to purchase Avocado Mattress Products and to pay a price premium for these Products.

15 171. In this way, Defendant received a direct and unjust benefit at Plaintiffs' expense.

16 172. (In the alternative only), due to Defendant's misrepresentations, its contracts with
17 Plaintiffs and other Class Members are void or voidable.

18 173. Plaintiffs and the Class seek restitution, and in the alternative, rescission.

19 174. For the quasi-contract/unjust enrichment claims, Plaintiffs seek all available equitable
20 relief, including injunctive relief, disgorgement, and restitution in the form of a full refund and/or
21 measured by the price premium charged to Plaintiffs and the Class as a result of Defendant's unlawful
22 conduct.

23 **Seventh Cause of Action:**

24 **Negligent Misrepresentation**

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

26 175. Plaintiffs incorporate each and every factual allegation set forth above.

27 176. Plaintiffs bring this cause of action on behalf of themselves and members of the Class.
28

1 177. As alleged more fully above, Defendant made false representations and material
2 omissions of fact to Plaintiffs and Class Members concerning the existence and/or nature of the
3 discounts and savings advertised on its website.

4 178. These representations were false.

5 179. When Defendant made these misrepresentations, it knew or should have known that they
6 were false. Defendant had no reasonable grounds for believing that these representations were true when
7 made.

8 180. Defendant intended that Plaintiffs and Class Members rely on these representations and
9 Plaintiffs and Class Members read and reasonably relied on them.

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

13 182. Defendant's misrepresentations were a substantial factor and proximate cause in causing
14 damages and losses to Plaintiffs and Class Members.

15 183. Plaintiffs and the Class were injured as a direct and proximate result of Defendant's
16 conduct because (a) they would not have purchased the Products if they had known that the
17 representations were false, (b) they overpaid for the Products because the Products were sold at a price
18 premium due to the misrepresentation, and /or (c) they did not receive the discounts they were promised,
19 and received Products with market values lower than the promised market values.

20 184. For the negligent misrepresentation claims, Plaintiffs seek all damages available
21 including expectation damages, punitive damages, and/or damages measured by the price premium
22 charged to Plaintiffs and the Class as a result of Defendant's unlawful conduct.

23 **Eighth Cause of Action:**

24 **Intentional Misrepresentation**

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

26 185. Plaintiffs incorporate each and every factual allegation set forth above.

27 186. Plaintiffs bring this cause of action on behalf of themselves and members of the Class.
28

1 187. As alleged more fully above, Defendant made false representations and material
2 omissions of fact to Plaintiffs and Class Members concerning the existence and/or nature of the
3 discounts and savings advertised on its website.

4 188. These representations were false.

5 189. When Defendant made these misrepresentations, it knew that they were false at the time
6 that it made them and/or acted recklessly in making the misrepresentations.

7 190. Defendant intended that Plaintiffs and Class Members rely on these misrepresentations
8 and Plaintiffs and Class Members read and reasonably relied on them.

9 191. In addition, class-wide reliance can be inferred because Defendant's misrepresentations
10 were material, i.e., a reasonable consumer would consider them important in deciding whether to buy
11 Avocado Mattress Products.

12 192. Defendant's misrepresentations were a substantial factor and proximate cause in causing
13 damages and losses to Plaintiffs and Class Members.

14 193. Plaintiffs and the Class were injured as a direct and proximate result of Defendant's
15 conduct because (a) they would not have purchased the Products if they had known that the
16 representations were false, (b) they overpaid for the Products because the Products were sold at a price
17 premium due to the misrepresentation, and /or (c) they did not receive the discounts they were promised,
18 and received Products with market values lower than the promised market values.

19 194. For the intentional misrepresentation claims, Plaintiffs seek all damages available
20 including expectation damages, punitive damages, and/or damages measured by the price premium
21 charged to Plaintiffs and the Class as a result of Defendant's unlawful conduct.

22 **VII. Prayer for Relief.**

23 195. Plaintiffs seek the following relief for themselves and the Class:

- 24 • An order certifying the asserted claims, or issues raised, as a class action;
- 25 • A judgment in favor of Plaintiffs and the proposed Class;
- 26 • Damages, treble damages, and punitive damages where applicable;
- 27 • Restitution;
- 28 • Disgorgement, and other just equitable relief;

- Pre- and post-judgment interest;
- An injunction prohibiting Defendant's deceptive conduct, as allowed by law;
- Reasonable attorneys' fees and costs, as allowed by law;
- Any additional relief that the Court deems reasonable and just.

Dated: March 19, 2026

Respectfully submitted,

By: /s/ Jonas Jacobson

Jonas Jacobson (Cal. Bar No. 269912)
jonas@dovel.com

Simon Franzini (Cal. Bar No. 287631)
simon@dovel.com

Martin Brenner (Cal. Bar No. 333540)
martin@dovel.com

DOVEL & LUNER, LLP

201 Santa Monica Blvd., Suite 600

Santa Monica, California 90401

Telephone: (310) 656-7066

Facsimile: +1 (310) 656-7069

Attorneys for Plaintiffs

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

Dated: March 19, 2026

By: /s/ Jonas Jacobson

Attorneys for Plaintiffs