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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

04/04/2024
Clerk of the Court
BY: DAEJA ROGERS
Deputy Clerk

14 **SUPERIOR COURT OF CALIFORNIA**
15 **COUNTY OF SAN FRANCISCO**

CGC-24-613684

16 Alexander Panelli,
17 individually, and all others similarly situated

Case No.

18 Plaintiffs,

CLASS ACTION COMPLAINT

19 v.

20 TARGET Corporation, and DOES 1
21 through 100, inclusive
22 Defendants.

1 COMES NOW, Plaintiff Alexander Panelli, individually and on behalf of himself and all
2 others similarly situated (“Plaintiffs”) and brings this action against Defendant TARGET.
3 (“TARGET,” or “Defendant”) and Does 1 through 100, inclusive, and each of them (collectively,
4 "Defendants"), and alleges on information and belief, except those allegations, which are asserted
5 on personal knowledge, as follows:

6 **JURISDICTION AND VENUE**

7 1. This Court has jurisdiction over this action pursuant to Code of Civil Procedure
8 §410.10 as Defendant is a foreign corporation qualified to do business, and doing business, in
9 California, including San Francisco County, and some of the unlawful conduct alleged herein took
10 place in San Francisco County.

11 2. Venue as to each defendant is proper in this judicial district pursuant to Code of
12 Civil Procedure §395. Defendant is a foreign corporation, headquartered in Minnesota. Defendants
13 operate and do business within the State of California, including San Francisco County, and each
14 defendant is within the jurisdiction of this Court for service of process purposes.

15 **PARTIES**

16 3. Plaintiff is a resident of San Diego, California.

17 4. Plaintiff is informed and believes that TARGET is a foreign corporation,
18 headquartered in Minnesota. It operates and does business throughout the State of California,
19 including San Francisco County.

20 5. The true names and capacities, whether individual, corporate, associate or otherwise,
21 of defendants sued herein as Does 1 through 100, inclusive, are currently unknown to Plaintiff, who
22 therefore sues said defendants by such fictitious names under Code of Civil Procedure §474.
23 Plaintiffs are informed and believe, and based thereon allege, that each of the defendants designated
24 herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein.
25 Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities
26 of defendants designated hereinafter as DOES when such identities become known.

27 6. Plaintiffs are informed and believe, and based thereon allege, that each defendant
28 acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint

1 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
2 legally attributable to the other defendants.

3 7. Plaintiffs are informed and believe, and based thereon allege, that Defendants are
4 now, and/or at all times mentioned in this Complaint were the agents, servants, franchisers,
5 franchisees, representatives, owners, partners, shareholders, and/or employees of some or all other
6 Defendants, and vice-versa, and in doing the things alleged in this Complaint and that Defendants
7 are now and/or at all times mentioned in this Complaint were acting within the course and scope of
8 that agency, servitude, retention and/or employment.

9 8. On information and belief, Defendants are now, and/or at all times mentioned in this
10 Complaint were the affiliates of some or all other Defendants, and vice-versa, and in doing the
11 things alleged in this Complaint, Defendants were directly or indirectly controlling, controlled by or
12 under common control with such other Defendants.

13 9. On information and belief, Defendants at all times mentioned in this Complaint
14 approved of, condoned and/or otherwise ratified each and every one of the acts and/or omissions
15 alleged in this Complaint.

16 **FACTUAL BACKGROUND**

17 10. This is a Class Action, pursuant to Code of Civil Procedure § 382, on behalf of
18 Plaintiff and other similarly situated members of the putative class who have purchased certain
19 sheet sets from TARGET in California.

20 11. Plaintiff and others similarly situated were individuals who purchased bedsheets,
21 whether in the form of sheet sheets, individual bedsheets or pillowcases (hereinafter “bedsheet” or
22 “bedsheets”) at TARGET locations in California that were advertised by TARGET as having a
23 “thread count” of 600 or more. “Thread count” is not an advertising term or mere puffery but is one
24 of the key elements in the marketing (and ultimately the pricing) of bedsheets. High thread counts
25 have come to mean high quality sheets, whether they be “softer” or “supple” or “durable,” or any
26 other host of terms used by marketers like TARGET to suggest that a high thread count bedsheet is
27 desirable and worth the significant extra cost associated with a high thread count. In fact, the price
28 of a given bed set is proportionally tied to the thread count of that given bedsheet.

1 12. Thread count is a very specific term used worldwide as it relates to the actual thread
2 count of a particular textile. The globally accepted measurement test for thread count is the test
3 known as the “ASTM D 3775 method for thread count.” ASTM, Inc. -- originally known as The
4 American Society for Testing and Materials -- was formed in 1898. The Federal Trade
5 Commission, which is tasked with enforcing textile labeling in the United States (See, for example,
6 The Textile Products Identification Act, 15 U.S.C. § 70, et seq. (“§ 70e. Enforcement (a) Except as
7 otherwise specifically provided herein, this subchapter shall be enforced by the Federal Trade
8 Commission under rules, regulations, and procedure provided for in the Federal Trade Commission
9 Act (15 U.S.C. 41, et seq.)”) Although the ASTM has no regulatory authority, as the most widely
10 accepted international body regarding the regulation of textiles in all aspects, the FTC has regularly
11 encouraged the use of ASTM standards for determining whether a particular textile is properly
12 marketed or advertised. Thus, for example, in 2002, the ASTM requested an advisory opinion from
13 the FTC on ASTM’s recommended thread count testing method. The FTC was unable to issue an
14 advisory opinion in that context for unrelated reasons but confirmed that any representation
15 regarding “thread count” must have a “reasonable basis” and affirmed that it would give a test like
16 the test recommended by the ASTM “great weight” in determining whether an advertiser has met its
17 “substantiation burden.” See Exhibit 1, Letter from FTC to ASTM dated March 18, 2002, at p.2,
18 para. 1.

19 13. Several years later, the FTC again opined on the use of ASTM testing standards as
20 regards the proper method of determining thread count. In an August 2, 2005, letter, the FTC
21 responded to an inquiry from the Chairman of the Textile Bedding Committee of the National
22 Textile Association about whether a relatively new industry method of thread counting (which not
23 coincidentally dramatically increased the thread count of a given textile) provided a “reasonable
24 basis” to advertise an increased thread count which resulted from that new counting method. The
25 FTC in essence rejected the newer method of thread counting and endorsed the ASTM D 3775 test:
26 “A representation about thread count, like other objective, material claims about a product, must be
27 supported by a "reasonable basis." In determining what constitutes a reasonable basis for claims, we
28 consider what experts in the field believe is appropriate, including whether there are relevant

1 consensus-based test procedures, such as an ASTM test procedure, or other widely accepted
2 industry practices that apply to the matter. If so, we give such procedures or practices great weight
3 in determining whether the advertiser has met its substantiation burden.” See Exhibit 2, Letter from
4 FTC to Mr. E. Linwood Wright, III, Chairman, Textile Bedding Committee, National Textile
5 Association, p. 2, para. 2.

6 14. In fact, the FTC went further, and determined that the new testing method at issue in
7 that letter could deceive or mislead consumers “by the practice of stating an inflated thread count,
8 achieved by multiplying the actual count by the number of plies within the yarn. A possible non-
9 deceptive way to disclose both the thread count and the yarn ply would be to state, for example:
10 ‘300 thread count, 2 ply yarn.’ A representation of ‘600 thread count’ for this same product would
11 likely mislead consumers about the quality of the product being purchased.” Exhibit 2 at p. 2, para.
12 3.

13 15. Thus, use of the FTC endorsed ASTM D 3775 thread count testing method is the
14 industry standard and one of the primary bases upon which the FTC would determine whether or
15 not a “reasonable basis” exists for an advertisers’ thread count representations. The specifics of the
16 ASTM D 3775 test method is beyond the scope of this complaint, but is attached hereto as Exhibit 3
17 in its entirety. While the ASTM D 3775 test does not specify the exact physical method of counting
18 individual threads, there are several methods of doing so, all of which yield equivalent results.

19 16. A textile thread count can be assessed by measuring one inch on both the warp and
20 weft sides and then counting all of the yarns within that square inch. Warp is the long yarn that runs
21 vertically up and down the roll of fabric, this governs the vertical pattern repeat. Weft is the yarn
22 that passes horizontally across the fabric roll, generally is shorter, and governs the horizontal
23 pattern repeat. In other words, adding the number of threads in both the warp and welt of one square
24 inch of fabric yields the most accurate thread count of bedsheets.

25 17. Another process is to cut out a one square inch of fabric and then counting all the
26 yarns (both the warp and the weft) within the square inch.

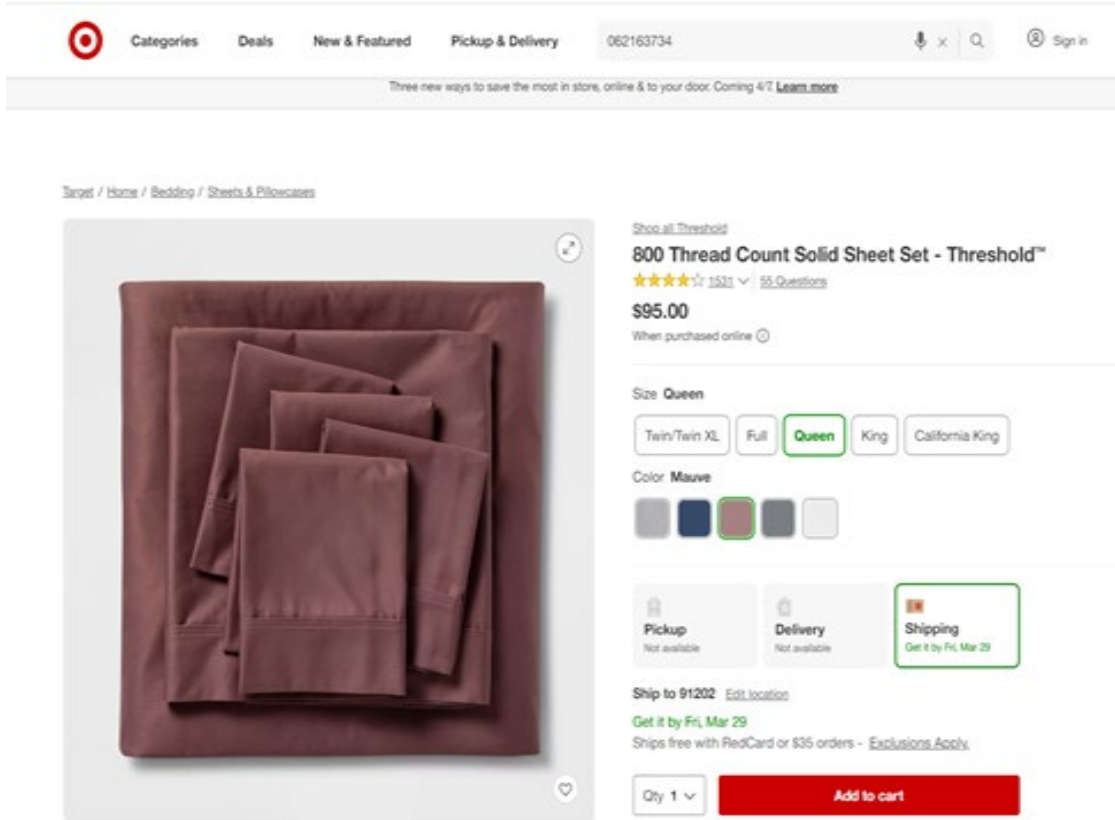
27 18. By whatever method, a proper thread count is important information for a potential
28 consumer for many reasons, but primary among them is the perceived value inherent in considering

1 whether to buy a higher thread count bedsheet. Thread count is a primary driver of the pricing of
 2 bedsheets. Plaintiff intends to provide expert testimony demonstrating on an industry basis that the
 3 pricing trend of bedsheets rise in direct proportion to thread count and its perceived superior
 4 quality. But that issue has already been addressed by previous courts considering the issue. *Hawes*
 5 *v. Macy’s Stores W., Inc.*, No. 1:17-CV-754, 2022 WL 194407, at *16 (S.D. Ohio Jan. 22, 2022)
 6 (The record reflects “more than enough” evidence demonstrating thread count as a significant factor
 7 in ‘consumers’ choice of bedsheets.’”).

8 19. In the case of the Plaintiff in this case, he was in particular interested in a higher
 9 thread count in shopping for replacement sheets. He researched both brick-and-mortar stores and
 10 on-line retailers. After extensive research, he determined that pricing as it related to thread count
 11 were material factors in his choice, and he eventually purchased bedsheets from TARGET that he
 12 understood were higher priced than other TARGET bedsheet options, but that he believed were
 13 priced for their higher thread count. In particular, he purchased a “100% cotton” queen sheet set of
 14 “Threshold Signature” sheets with a thread count of 800, which were distributed by TARGET
 15 Corporation. Pictures of the actual packaging are below, as well as the current representation on the
 16 Target website.



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20. That sheet set is still available at TARGET is advertised as an “800 Thread Count,” 100% cotton sheet set, as it is on the packaging of Plaintiff’s purchase.

21. Based on the representations on the bedsheets packaging and labeling regarding the 800 Thread Count, 100% cotton sheets, Plaintiff opted to purchase them for a higher price than other bedsheets without the same purported qualities that were also for sale at TARGET. But for the 800 Thread Count, 100% cotton representation, Plaintiff would not have purchased the bedsheets.


22. Independent testing of the bedsheets purchased by Plaintiff, using the guidelines recommended by the FTC under the ASTM D 3775 guidelines, confirmed that the bedsheets purchased by Plaintiff did not have an 800 thread count but instead had a thread count of 168 x 120, or a total thread count of 288, which is 64% lower than the advertised thread count of 800.

23. Plaintiff’s bedsheets purchase is typical of high thread count sheets sold by TARGET. There are many other bedsheets sold by TARGET which advertise similar misleading thread counts. For example, TARGET markets with deceptive thread counts, including offers for sale a 5-

1 Star Luxury Sheet Set 600 Count 100% Cotton Sateen, under the brand name California Design
2 Den, also distributed by the TARGET Corporation.

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5 What can we help you find? 


6 [target](#) / [Home](#) / [Bedding](#) / [Sheets & Pillowcases](#)

7 [Shop all California Design Den](#)

8 **5-Star Luxury Sheet Set | 600 Thread**
9 **Count 100% Cotton Sateen | Soft & Crisp**
10 **Bed Sheets with Deep Pockets by**
11 **California Design Den**

12  **361**  | [26 Questions](#)

13  **In stock** · Online only

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19 **\$54.99** reg \$71.99

20 **Sale** save \$17.00 (24% off)

21 When purchased online 

22 size **twin** [Size chart](#)

23 **twin** twin extra long full queen king 

24 color **bright white**

24 [https://www.target.com/p/5-star-luxury-sheet-set-600-thread-count-100-cotton-sateen-soft-crisp-](https://www.target.com/p/5-star-luxury-sheet-set-600-thread-count-100-cotton-sateen-soft-crisp-bed-sheets-with-deep-pockets-by-california-design-den/-/A-79313593?preselect=79313619#lnk=sametab)
25 [bed-sheets-with-deep-pockets-by-california-design-den/-/A-](https://www.target.com/p/5-star-luxury-sheet-set-600-thread-count-100-cotton-sateen-soft-crisp-bed-sheets-with-deep-pockets-by-california-design-den/-/A-79313593?preselect=79313619#lnk=sametab)
26 [79313593?preselect=79313619#lnk=sametab](https://www.target.com/p/5-star-luxury-sheet-set-600-thread-count-100-cotton-sateen-soft-crisp-bed-sheets-with-deep-pockets-by-california-design-den/-/A-79313593?preselect=79313619#lnk=sametab)

27 24. As a further example, TARGET currently markets and sells a “Premium Cotton 1000
28 Thread Count” sheet set composed of 100% cotton, pictured below:


1 25. As another example, TARGET currently markets and sells a 1200 thread count
2 100% cotton sheet set, pictured below:

3
4 [Shop all Blue Nile Mills](#)

5 **1200-Thread Count Cotton Deep** 6 **Pocket Sheet Set - Blue Nile Mills**

7 ★★★★★☆ 36 | [11 Questions](#)

8 ● In stock · Online only




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18 **\$176.80** reg \$208.00
19 **Sale** save \$31.20 (15% off)
20 When purchased online ⓘ

21 size **queen** [Size chart](#)

22

23 color **sage**

24 

25 [https://www.target.com/p/1200-thread-count-cotton-deep-pocket-sheet-set-blue-nile-mills/-/A-](https://www.target.com/p/1200-thread-count-cotton-deep-pocket-sheet-set-blue-nile-mills/-/A-81523593?preselect=81523610#lnk=sametab)
26 [81523593?preselect=81523610#lnk=sametab](https://www.target.com/p/1200-thread-count-cotton-deep-pocket-sheet-set-blue-nile-mills/-/A-81523593?preselect=81523610#lnk=sametab)

27 26. On information and belief, any marketing or advertising of 100% cotton bedsheets
28 consisting of a thread count of 600 or higher is false and misleading. This is so because it is

1 physically impossible for cotton threads to be fine enough to allow for 600 or more threads in a
2 single square inch of 100% cotton fabric. Thus, all of the 100% cotton sheet sets advertised or
3 otherwise marketed by TARGET that claim a thread count of 600 or higher are falsely advertised,
4 including but not limited to the bedsheets purchased by Plaintiff here.

5 27. Moreover, the false thread count issue is not new to TARGET, which was well
6 aware of the simple fact that only a certain number of threads could physically fit into one square
7 inch of fabric. As part of its “Product Safety & Quality Assurance” program, TARGET claims that:
8 “Product and food safety is a top priority, and we make sure our products and how they are
9 produced meet or exceed mandatory safety standards. Frequently, we require Target-brand vendors
10 to test beyond regulatory requirements and take special care with children’s products and toys. We
11 expect our vendors to comply with good manufacturing practices or documented manufacturing and
12 quality processes. We also require Target-brand products be tested at third-party testing labs.”

13 [Product Safety and Quality Assurance | Target Corporation](#)

14 28. TARGET further claims that it has “tools and processes in place to address product
15 safety and assure quality at every stage of production. Before production starts, we audit the factory
16 and meet with the vendor and manufacturer. We require vendors to test Target-brand products at
17 third-party laboratories throughout production. A Target-brand product must pass all testing before
18 it’s approved for shipment.”

19 29. Assuming TARGET actually complies with its own publicly stated policies,
20 TARGET was likely well aware of the incorrect thread count in all of its bedsheets with a thread
21 count of 600 or higher.

22 30. Moreover, other independent sources, and even TARGET competitors, recognized
23 the thread count issue and advertise their products honestly, and without deceptively high false
24 thread counts.

25 31. “Thread count is the number of vertical and horizontal threads per square inch. Not
26 long ago, sheets typically had thread counts of 120 with 60 horizontal and 60 vertical threads. In the
27 1960's, a sheet with a 180-thread count was considered a luxury. "Now you see 1,000 thread count
28 sheets, but you just can't get that many threads on a loom," says Pat Slaven, a textile expert at

1 Consumer Reports. To get that higher number, manufacturers use thinner strands of fabric twisted
2 together as if they were one. Then they double, triple or even quadruple the thread count to make
3 the number more attractive to the consumer. "It ups the count but doesn't give you a better sheet,"
4 says Slaven. "The sweet spot is 400." [https://www.consumerreports.org/cro/news/2013/09/higher-](https://www.consumerreports.org/cro/news/2013/09/higher-thread-count-doesn-t-guarantee-better-sheets/index.htm)
5 [thread-count-doesn-t-guarantee-better-sheets/index.htm](https://www.consumerreports.org/cro/news/2013/09/higher-thread-count-doesn-t-guarantee-better-sheets/index.htm)

6 32. "There's a maximum number of threads that can fit into a square inch of fabric,"
7 explained Scott Tannen, CEO of Boll & Branch, a luxury linen provider. Depending on the type of
8 cotton used, that number is generally not more than 400. So, there is an awful lot of interesting math
9 involved in the sheets you see in a department store that can be up to a 1,200-thread count.
10 [https://www.businessinsider.com/guides/home/best-thread-count-for-](https://www.businessinsider.com/guides/home/best-thread-count-for-sheets#:~:text=A%20regular%20ply%20300%20thread,the%20package%2C%22%20Tannen%20s)
11 [sheets#:~:text=A%20regular%20ply%20300%20thread,the%20package%2C%22%20Tannen%20s](https://www.businessinsider.com/guides/home/best-thread-count-for-sheets#:~:text=A%20regular%20ply%20300%20thread,the%20package%2C%22%20Tannen%20s)
12 [aid.](https://www.businessinsider.com/guides/home/best-thread-count-for-sheets#:~:text=A%20regular%20ply%20300%20thread,the%20package%2C%22%20Tannen%20s)

13 33. In a previous study, seven out of eight sheets tested by the Good Housekeeping
14 Institute flunked thread count tests. "There are telltale ways to spot an exaggerated count.,,,When
15 Good Housekeeping analyzed sample sheets, it found manufacturers exaggerating their thread count
16 by three to five times. They found one sheet that was labeled as having a 1,500-thread count, but it
17 actually only had 300 threads per square inch."
18 <https://abcnews.go.com/GMA/Moms/story?id=1751253&page=1>

19 34. "You may see sheets with thread counts well over 1,000 on store shelves, but this is
20 likely due to manipulative marketing. Keep in mind that there are only so many threads that can
21 physically fit into a square inch of fabric." [https://www.pimacott.com/blog/thread-count-faq-myths-](https://www.pimacott.com/blog/thread-count-faq-myths-facts)
22 [facts](https://www.pimacott.com/blog/thread-count-faq-myths-facts)

23 35. "Thread Count refers to the number of threads woven into one square inch of fabric.
24 But in reality, there is more to the story than tallying the warp and welt and deeming a fabric as
25 "luxury". Only so many threads can fit into a one square inch. When it comes to bed linen, 400
26 threads per square inch, is about all that will fit into that space. Unfortunately, some mills engage in
27 some creative counting to achieve 1,000-plus thread count numbers."
28 <https://www.loomlux.com/our-fabrics>

1 California that were marketed as containing 100% cotton with a thread count of 600 or
2 higher.

3 b. Commonality: There are questions of law and fact common to all
4 members of the Class. These common questions include, but are not limited to:

5 i. Whether TARGET makes misrepresentations and/or omissions of material fact
6 regarding the thread count of its 100% cotton sheets with thread counts of 600 or higher?

7 ii. Whether statements made by TARGET in its advertising, marketing, packaging or
8 labeling were false and misleading;

9 iii. Whether TARGET engaged in unfair, fraudulent, or unlawful business
10 practices regarding its marketing of 100% cotton sheets containing thread counts of 600 or
11 higher;

12 iv. Whether TARGET's misrepresentations as to 100% cotton sheets containing thread
13 counts of 600 or higher constitute breaches of express and/or implied warranties; concerning
14 the Products at issue;

15 v. Whether TARGET's conduct injured Plaintiff and class members; and

16 vi. Whether Plaintiffs and class members are entitled to damages or other relief.

17 c. Typicality: The claims of Plaintiffs herein alleged are typical of those
18 claims which could be alleged by any member of the Class and the relief sought is typical of
19 the relief which would be sought by members of the Class in separate actions. Plaintiff and
20 all members of the Class sustained injuries and damages arising out of and caused by
21 TARGET's common course of conduct, in violation of laws and regulations that have the
22 force and effect of law as alleged herein.

23 d. Adequacy of Representation: Plaintiffs will fairly and adequately
24 represent and protect the interests of the members of the Class. Counsel who represent
25 Plaintiffs are competent and experienced in litigating class actions.

26 e. Superiority of Class Action: A class action is superior to other
27 available means for the fair and efficient adjudication of this controversy. Individual joinder
28 of all members of the Class is not practicable, and questions of law and fact common to the

1 Class predominate over any questions affecting only individual members of the Class. Each
2 member of the Class has been damaged and is entitled to recovery by reason of TARGET’s
3 unlawful conduct.

4 f. Class action treatment will allow those similarly situated persons to
5 litigate their claims in the manner that is most efficient and economical for the parties and
6 the judicial system. Plaintiffs are unaware of any difficulties that are likely to be
7 encountered in the management of this action that would preclude its maintenance as a class
8 action.

9 **FIRST CAUSE OF ACTION**

10 **(Violation of California’s Unfair Competition Law (“UCL”),**
11 **California Business and Professions Code § 17200, et seq.)**

12 41. Plaintiff repeats and re-alleges the allegations contained in every preceding
13 paragraph as if fully set forth herein.

14 42. Under the UCL “unfair business competition” include any “unlawful, unfair or
15 fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading” advertising. Cal.
16 Bus. Prof. Code § 17200. The application of the UCL is a strict liability standard. Whether or not
17 TARGET intentionally or negligently engaged in any unlawful, unfair or fraudulent business
18 practices, they are liable if those practices occurred.

19 43. A business act or practice is “unfair” under the UCL if it offends an established
20 public policy or is immoral, unethical, oppressive, unscrupulous or substantially injurious to
21 consumers, and that unfairness is determined by weighing the reasons, justifications and motives of
22 the practice against the gravity of the harm to the alleged victims.

23 44. A business act or practice is “fraudulent” under the UCL if it is likely to deceive
24 members of the consuming public.

25 45. A business act or practice is “unlawful” under the UCL if it violates any other law or
26 regulation.

27 46. As alleged above, TARGET advertising, marketing and sales of 100% cotton sheet
28 sets, sheets or pillowcases with a thread count of 600 or higher violates all three prongs of the UCL.

1 47. It is unfair in that it is substantially injurious to consumers, and the harm to Plaintiff
2 and Class members outweighs any utility of TARGET’s practices.

3 48. It is fraudulent because it is likely to deceive members of the public, including the
4 Class.

5 49. It is unlawful because it violates several other laws or regulations, including, but not
6 limited to:

- 7 a. TARGET advertising, marketing and sales of 100% cotton sheet sets, sheets
8 or pillowcases with a thread count of 600 or greater violates Cal. Bus. &
9 Prof. Code § 17500’s prohibition against false advertising.
- 10 b. It violates The Federal Trade Commission’s Act (“FTCA”) prohibition
11 against “unfair or deceptive acts or practices in or affecting commerce” (15
12 U.S.C. § 45(a)(1)) and the dissemination of any false advertisements. 15
13 U.S.C. § 52(a).
- 14 c. It also violates the Consumers Legal Remedies Act, Civil Code § 1750, et
15 seq., in multiple ways, and at least as follows: violation of Section 1770(a)(5)
16 which prohibits “Representing that goods or services have sponsorship,
17 approval, characteristics, ingredients, uses, benefits, or quantities that they do
18 not have or that a person has a sponsorship, approval, status, affiliation, or
19 connection that the person does not have. Violation of Section (a)(7) which
20 prohibits “Representing that goods or services are of a particular standard,
21 quality, or grade, or that goods are of a particular style or model, if they are
22 of another.” And violation of Section (a)(9) which prohibits “[a]dvertising
23 goods or services with intent not to sell them as advertised.”

24 50. Plaintiff relied on TARGET’s fraudulent and deceptive representations and these
25 misrepresentations played a substantial role in Plaintiff’s decision to purchase the products, and
26 Plaintiff would not have purchased those products without Barneys’ misrepresentations.

27 51. TARGET’s violation of the UCL, through its unlawful, unfair, and fraudulent
28 business practices, are ongoing and present a continuing threat that Class members and

1 the public will be deceived into purchasing products based on false thread count representations,
2 These false representations led to financial damage for consumers like Plaintiff and the Class.

3 52. Pursuant to the UCL, Plaintiff is entitled to preliminary and permanent injunctive
4 relief and order TARGET to cease this unfair competition, as well as disgorgement and restitution
5 to Plaintiff and the Class of all TARGET's revenues associated with its unfair competition, or such
6 portion of those revenues as the Court may find equitable.

7 **SECOND CAUSE OF ACTION**

8 **(Violation of California's False Advertising Law ("FAL")**
9 **California Business & Professions Code § 17500, et seq.)**

10 53. Plaintiff repeats and re-alleges the allegations contained in every preceding
11 paragraph as if fully set forth herein.

12 54. Cal. Bus. & Prof. Code § 17500 provides:

13 It is unlawful for any...corporation...with intent...to dispose of...personal
14 property...to induce the public to enter into any obligation relating thereto, to
15 make or disseminate or cause to be made or disseminated...from this state
16 before the public in any state, in any newspaper or other publication, or any
17 advertising device, or by public outcry or proclamation, or in any other manner
18 or means whatever, including over the Internet, any statement...which is
19 untrue or misleading, and which is known, or which by the exercise of
20 reasonable care should be known, to be untrue or misleading..."
21 (Emphasis added).

22 55. The "intent" required by Section 17500 is the intent to dispose of property, and not
23 the intent to mislead the public in the disposition of such property.

24 56. TARGET misled consumers by making untrue and misleading statements as detailed
25 above.

26 57. As a direct and proximate result of TARGET's misleading and false advertisements,
27 Plaintiff and Class members have suffered injury in fact and have lost money. As such, Plaintiff
28 requests that this Court order TARGET to restore this money to Plaintiff and all Class members,
and to enjoin TARGET from continuing these unfair practices in violation of the UCL in the future.
Otherwise, Plaintiff, Class members, and the broader general public, will be irreparably harmed
and/or denied an effective and complete remedy.

1 **THIRD CAUSE OF ACTION**

2 **(Unjust Enrichment)**

3 58. Plaintiff incorporates by reference the allegations contained in all proceeding
4 paragraphs of this complaint.

5 59. Plaintiff and the Class conferred benefits on TARGET by purchasing the
6 misrepresented sheet sets, individual sheets or pillowcases.

7 60. TARGET knew of those benefits.

8 61. TARGET has been unjustly enriched in retaining the revenues derived from those
9 purchases and should not be allowed to retain their unjust and inequitable revenues because
10 TARGET misrepresented their products.

11 62. Plaintiff and the Class have suffered an injury in fact and have lost money as a result
12 of Defendant's unjust conduct. Plaintiff and the Class lack an adequate remedy at law and are
13 entitled to non-restitutionary disgorgement of the profits that Defendant obtained as a result of its
14 unjust conduct.

15 **FOURTH CAUSE OF ACTION**

16 **(Fraud)**

17 63. Plaintiff realleges and incorporates by reference all of the allegations contained in
18 the preceding paragraphs of this Complaint as though fully set forth herein.

19 64. As set forth above, TARGET, by and through its authorized representatives, made
20 misrepresentations and omissions to the Class that, at the time, TARGET knew to be false, or made
21 them recklessly without regard for the truth. In addition, TARGET intentionally concealed material
22 information and/or made those representations and omissions with the intention and purpose of
23 deceiving the Class.

24 65. The Plaintiff, and by inference the Class, reasonably relied on those
25 misrepresentations and omissions to its detriment. The Plaintiff would not have purchased the
26 TARGET sheet set if he had known the truth, and it is reasonable to infer that the Class would not
27 have either.

28

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This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Certain Target Bedding Labeled with Inflated Thread Counts, Class Action Lawsuit Says](#)
