

Atty. No. 41106

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

FILED
2018 FEB 22 PM 3:17

QIANA CARSWELL,
individually and on behalf of a class,

Plaintiff,

v.

J. M. HALLOWEEN SALES, INC.,
doing business as
MATTRESS ZONE OUTLET,

Defendant.

CLERK
10CH07533

COMPLAINT -- CLASS ACTION

MATTERS COMMON TO MULTIPLE COUNTS

INTRODUCTION

1. Plaintiff, Qiana Carswell, brings this action to secure redress for unlawful practices of defendant, J. M. Halloween Sales, Inc., doing business as Mattress Zone Outlet, in connection with a rebate program. Plaintiff alleges breach of contract and violation of the Illinois Consumer Fraud Act, 815 ILCS 502/2.

PARTIES

2. Plaintiff is an individual who resides in Cook County, Illinois.

3. Defendant, J. M. Halloween Sales, Inc. is an Illinois corporation that sells mattresses from the following locations in Illinois: 7401 S. Pulaski Road, Chicago, Illinois 60629; 8343 W. North Avenue, Melrose Park, IL 60160; 15159 S. LaGrange, Orland Park, IL 60462. Defendant formerly had a location at 8307 W. Golf Road, Niles, IL 60714.

4. Defendant does business under the assumed name of Mattress Zone Outlet.

5. Defendant's registered agent and office is Jose Medina, 4651 W. 79th Street, Chicago, IL 60652.

FACTS

6. During 2009, Mattress Zone Outlet advertised and promoted a rebate program, under which customers spending \$599 would receive a coupon good for \$500 in groceries.

7. Exhibit A is an example of the advertisements, which plaintiff received and relied upon.

8. On April 1, 2009, plaintiff Qiana Carswell made a purchase pursuant to the program. A copy of her receipt is attached as Exhibit B

9. Plaintiff was issued a grocery coupon (Exhibit C).

10. After receiving the coupon, plaintiff was informed by defendant's agents that additional purchases were required to use it. (Exhibit D)

11. Plaintiff was then notified that the issuer of the coupon, BBZ Resource Management, Inc., which did business as "ClaimYour Groceries.com," filed bankruptcy on June 29, 2009.

CLASS ALLEGATIONS

12. Plaintiff brings suit on behalf of a class, consisting of all persons (a) who were issued by defendant coupons for programs administered by BBZ but (b) did not receive free groceries.

13. The class is so numerous that joinder of all members is impractical. Plaintiff estimates that there are in excess of 100 class members.

14. There are questions of law and fact common to the class, which predominate over any questions affecting only individual class members. These questions include:

- a. Whether the rebate programs constitute contracts, which defendant has failed to honor;
- b. Whether defendant has engaged in unfair or deceptive acts and

practices by refusing to honor the rebate programs.

15. Plaintiff will fairly and adequately protect the interests of the class.

Plaintiff is committed to vigorously litigating this matter. Plaintiff has retained counsel experienced in handling class actions. Neither plaintiff nor plaintiff's counsel have any interests which might cause them not to vigorously pursue this claim. Plaintiff's claims are typical of the claims of the class members. All claims are based on the same legal and factual theories.

16. A class action is an appropriate method for the fair and efficient adjudication of this controversy. Individual actions are not economically feasible.

COUNT I – BREACH OF CONTRACT

17. Plaintiff incorporates paragraphs 1-16.

18. Defendant breached its contracts by refusing to provide free groceries.

19. Plaintiff and the class members performed all conditions precedent to the offers.

20. Plaintiff and the class members were damaged as a result.

WHEREFORE, plaintiff requests that the Court enter judgment in favor of plaintiff and the class and against defendant for:

- (1) Actual damages;
- (2) Costs;
- (3) An order requiring that defendant honor its rebate programs;
- (4) Such other and further relief as the Court deems proper.

COUNT II – CONSUMER FRAUD ACT

21. Plaintiff incorporates paragraphs 1-16.


22. Defendant engaged in unfair and deceptive acts and practices, in violation of 815 ILCS 505/2, by:

- a. Promising free groceries without the intent of providing same;

- b. Inducing purchases of goods by promising free groceries it did not intend to provide;
 - c. Making offers without taking reasonable measures to insure that they would be fulfilled;
23. Defendant engaged in such conduct in the course of trade and commerce.
24. Plaintiff and each class member was damaged by defendant's conduct.

WHEREFORE, plaintiff requests that the court enter judgement in favor of plaintiff and the class and against defendant for:

- (1) Compensatory damages;
- (2) Punitive damages;
- (3) Attorney's fees, litigation expenses and costs of suit;
- (4) Injunctive relief requiring that the rebate programs be honored and against further violations;
- (5) Such other or further relief as the Court deems proper.



Daniel A. Edelman

Daniel A. Edelman
Cathleen M. Combs
James O. Lattuner
Zachary A. Jacobs
EDELMAN, COMBS, LATTURNER
& GOODWIN, LLC
120 S. LaSalle Street, 18th Floor
Chicago, Illinois 60603
(312) 739-4200
(312) 419-0379 (FAX)
Atty. No. 41106 (Cook)