

**UNITED STATES OF AMERICA  
BEFORE THE FEDERAL TRADE COMMISSION**

**COMMISSIONERS:**      **Lina M. Khan, Chair**  
                                  **Noah Joshua Phillips**  
                                  **Rohit Chopra**  
                                  **Rebecca Kelly Slaughter**  
                                  **Christine S. Wilson**

**In the Matter of**

**RESIDENT HOME LLC, a limited liability company also d/b/a Nectar Sleep, DreamCloud Sleep, Awara Sleep, Level Sleep, Bundle Living, 1771 Living, Cloverlane, Wovenly Rugs, Sleep Authority, and Home Well Designed, and**

**RAN RESKE, individually and as an officer of RESIDENT HOME, LLC.**

**DOCKET NO.**

**COMPLAINT**

The Federal Trade Commission, having reason to believe that Resident Home LLC, a limited liability company also d/b/a Nectar Sleep, DreamCloud Sleep, Awara Sleep, Level Sleep, Bundle Living, 1771 Living, Cloverlane, Wovenly Rugs, Sleep Authority, and Home Well Designed; and Ran Reske, individually and as an officer of Resident Home LLC, (collectively, “Respondents”) have violated the provisions of the Federal Trade Commission Act, and it appearing to the Commission that this proceeding is in the public interest, alleges:

1. Respondent Resident Home LLC (“Resident”) is a Delaware limited liability company with its principal office or principal place of business at 340 South Lemon Avenue #9599, Walnut, CA 91789.
2. Resident advertises, labels, offers for sale, and distributes home products to consumers, including, but not limited to, bed-in-a-box-type mattresses sold under a variety of brand names including Nectar Sleep, DreamCloud Sleep, Awara Sleep, Level Sleep, and others. Although Resident maintains storefronts for Nectar Sleep and other brands, Resident primarily advertises products on its network of websites, including: [www.nectarsleep.com](http://www.nectarsleep.com); [www.dreamcloudsleep.com](http://www.dreamcloudsleep.com); [www.awarasleep.com](http://www.awarasleep.com); [www.levelsleep.com](http://www.levelsleep.com); [www.bundleliving.com](http://www.bundleliving.com); [www.1771living.com](http://www.1771living.com); [www.cloverlane.com](http://www.cloverlane.com); [www.wovenlyrugs.com](http://www.wovenlyrugs.com); [www.sleepauthority.com](http://www.sleepauthority.com); [www.homewelldesigned.com](http://www.homewelldesigned.com); and [www.residenthome.com](http://www.residenthome.com).

3. Resident offers for sale, sells, and distributes its products directly to the public throughout the United States.

4. Respondent Ran Reske (“Reske”) is a Chief Executive Officer of Resident. Individually or in concert with others, he controlled or had the authority to control, or participated in the acts and practices of Resident, including the acts and practices alleged in this complaint. Since at least 2019, he has communicated with the Federal Trade Commission on Resident’s behalf regarding the acts and practices alleged in this Complaint. In August 2019, he personally signed the Report described *infra* ¶¶13-17, in which he expressly assumed liability for Nectar Brand LLC’s compliance with the 2018 Order described *infra* ¶¶ 7-12. His principal office or place of business is the same as that of Resident.

5. The acts and practices of Respondents alleged in this complaint have been in or affecting commerce, as “commerce” is defined in Section 4 of the Federal Trade Commission Act.

### **2018 Action and Order**

6. On August 28, 2018, the Federal Trade Commission (“FTC”) issued a complaint against Resident subsidiary Nectar Brand LLC, also d/b/a Nectar Sleep, DreamCloud, LLC, and DreamCloud Brand, LLC. The complaint, attached as **Exhibit A**, alleged that, in numerous instances, Nectar Brand LLC falsely advertised its mattresses as “assembled in the United States.” These claims were false, the complaint alleged, because Nectar Brand LLC wholly imported mattresses from China, and performed no assembly operations in the United States. *See* Exh. A, ¶¶ 5-8.

7. Also on August 28, following a 30-day public comment period on the underlying consent agreement, the Commission entered the final Decision and Order attached as **Exhibit B** (the “Nectar Order”), resolving all matters then in dispute between the 2018 Respondent and the FTC.

8. The Nectar Order, which bound Nectar Sleep LLC and its successors and assigns (the “2018 Respondent”), includes the following provisions:

9. Section I of the Nectar Order enjoins the 2018 Respondent from representing, expressly or by implication, that a product or service is of U.S. origin unless: (1) the final assembly or processing of the product occurs in the United States, all significant processing that goes into the product occurs in the United States, and all or virtually all ingredients or components of the product are made and sourced in the United States; (2) a clear and conspicuous qualification appears immediately adjacent to the representation that accurately conveys the extent to which the product contains foreign parts, ingredients, and/or processing; or (3) for a claim that a product is assembled in the United States, the product is last substantially transformed in the United States, the product’s principal assembly takes place in the United States, and United States assembly operations are substantial.

10. Section II of the Nectar Order enjoins the 2018 Respondent from making any representation, expressly or by implication, regarding the country of origin of any product or

service unless the representation is true, not misleading, and at the time it is made, 2018 Respondent possesses and relies upon a reasonable basis for the representation.

11. Section III.A. of the Nectar Order requires the 2018 Respondent to submit a compliance report one year after entry of the Order.

12. Section V.A. of the Nectar Order requires the 2018 Respondent to submit additional compliance reports or other information requested by a representative of the Commission within 10 days of receipt of a written request.

### **2019 Compliance Report**

13. On August 28, 2019, the 2018 Respondent submitted the required one-year compliance report (the “2019 Report”).

14. The 2019 Report explains that since entry of the Nectar Order, the 2018 Respondent underwent several changes to its corporate structure: “DreamCloud, LLC formally changed its name to Nectar Brand LLC on June 19, 2018. Nectar Brand LLC and DreamCloud Brand LLC’s sole member, DreamCloud Holdings LLC, formally changed its name . . . to Resident Home LLC on Monday, August 19, 2019. Resident Home LLC is the sole member of Nectar Brand LLC and DreamCloud Brand LLC . . . [and] also sells home furnishings under different brand names.” 2019 Report, p.2.

15. In addition, The 2019 Report describes the 2018 Respondent’s efforts to comply with each provision of the Nectar Order.

16. The 2019 Report asserts: “DreamCloud has never made US [sic] origin claims about its mattresses and does not make claims that any of the products on its site are made or assembled in the United States.” *Id.* at p. 5.

17. The 2019 Report further states: “Nectar and DreamCloud have not created advertisements, marketing materials[,] or representations that their products are of a U.S. origin.” *Id.* at 8.

18. Reske signed the 2019 Report in his capacity as Member of DreamCloud Holdings, LLC, Nectar Brand LLC’s and DreamCloud Brand LLC’s sole member, affirming under penalty of perjury that the 2019 Report was “true and correct.” *Id.* at 9.

### **U.S.-Origin Claims for DreamCloud Mattresses**

19. Despite Reske’s statements described in Paragraphs 16 and 17, over at least two periods after entry of the Nectar Order, Resident actively advertised DreamCloud mattresses as “proudly made with 100% USA-made premium quality materials” in materials comparing DreamCloud mattresses with Tempur-Pedic mattresses. *See* attached **Exhibit C**.

20. Between December 9, 2018 and June 26, 2020, the “proudly made with 100% USA-made premium quality materials” claim was viewable by any consumer that directly accessed <https://www.dreamcloudsleep.com/p/compare/tempurpedic/>.

21. Between December 9, 2018 and January 29, 2019, the hyperlink to this content was live on DreamCloud’s homepage. On January 29, 2019, Resident removed the hyperlink from the homepage, making the page viewable only to consumers that possessed and directly accessed the URL.

22. On May 6, 2020, Resident reinstated the hyperlink to the “proudly made with 100% USA-made premium quality materials” claim on the DreamCloud homepage. This hyperlink remained live until Commission staff requested a Compliance Report pursuant to Section V.A. of the Nectar Order, demanding Resident’s substantiation for the claim. Resident permanently removed the “proudly made with 100% USA-made premium quality materials” claim on June 26, 2020, after receiving our request.

23. On July 6, 2020, Resident confirmed that some DreamCloud mattresses are wholly imported. Other DreamCloud mattresses may contain some U.S. content, but undergo substantial transformation and finishing overseas.

24. Therefore, Resident’s claim that DreamCloud mattresses are “proudly made with 100% USA-made premium quality materials” is false.

25. Despite knowing or consciously avoiding knowing that Resident made “proudly made with 100% USA-made premium quality materials” claims for wholly or partially imported DreamCloud mattresses, Reske nonetheless affirmed under penalty of perjury that DreamCloud “has never made US [sic] origin claims about its mattresses and does not make claims that any of the products on its site are made or assembled in the United States . . . [and has] not created advertisements, marketing materials[,] or representations that [its] products are of a U.S. origin.”

26. Therefore, this action is in the public interest.

### **COUNT I**

#### **False or Misleading Representation**

27. In connection with the advertising, promotion, offering for sale, or sale of DreamCloud mattresses, Respondents have represented, directly or indirectly, expressly or by implication, that such mattresses are “proudly made with 100% USA-made premium quality materials.”

28. In fact, in numerous instances, Respondents’ DreamCloud mattresses are wholly imported or incorporate significant imported materials. In all instances, DreamCloud mattresses are finished overseas. Therefore, the representation set forth in Paragraph 27 is false or misleading.

**VIOLATION OF SECTION 5**

29. The acts and practices of Respondents as alleged in this complaint constitute unfair or deceptive acts or practices in or affecting commerce in violation of Section 5(a) of the Federal Trade Commission Act.

THEREFORE, the Federal Trade Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, has issued this Complaint against Respondents.

By the Commission.

April J. Tabor  
Secretary

SEAL:

**UNITED STATES OF AMERICA  
BEFORE THE FEDERAL TRADE COMMISSION**

**COMMISSIONERS:**        **Joseph J. Simons, Chairman**  
                                  **Maureen K. Ohlhausen**  
                                  **Noah Joshua Phillips**  
                                  **Rohit Chopra**  
                                  **Rebecca Kelly Slaughter**

**In the Matter of**

**NECTAR BRAND LLC, a limited liability  
company, also d/b/a NECTAR SLEEP;  
DREAMCLOUD, LLC; and  
DREAMCLOUD BRAND LLC.**

**DOCKET NO. C-4656**

**COMPLAINT**

The Federal Trade Commission, having reason to believe that Nectar Brand LLC, a limited liability company, also doing business as Nectar Sleep; DreamCloud, LLC; and DreamCloud Brand LLC (“Respondent”), has violated the provisions of the Federal Trade Commission Act, and it appearing to the Commission that this proceeding is in the public interest, alleges:

1. Respondent Nectar Brand LLC, also doing business as Nectar Sleep; DreamCloud, LLC; and DreamCloud Brand LLC (“Respondent”) is a California limited liability company with its principal office or place of business at 2000 University Drive, Palo Alto, California 94303.
2. Respondent has advertised, labeled, offered for sale, sold, and distributed products to consumers, including but not limited to mattresses. Respondent advertises these products online, including, but not limited to, on its website, nectarsleep.com.
3. The acts and practices of Respondent alleged in this complaint have been in or affecting commerce, as “commerce” is defined in Section 4 of the Federal Trade Commission Act.
4. Respondent has disseminated or caused to be disseminated advertisements, packaging, and promotional materials for its products, including but not necessarily limited to the attached Exhibit A. This exhibit contains the following statement: “Designed and Assembled in the USA.”

5. In numerous instances, including, but not limited to, the promotional materials shown in Exhibit A, Respondent has represented, expressly or by implication, that its mattresses are assembled in the United States.

6. In fact, Respondent's mattresses are wholly imported from China, and Respondent performs no assembly operations in the United States.

7. Therefore, Respondent's express or implied representations that its mattresses are assembled in the United States are false.

**COUNT I**  
**(False or Unsubstantiated Representation – Assembled in USA)**

8. In connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of its products, Respondent has represented, directly or indirectly, expressly or by implication, that its products, including, but not limited to, mattresses, are assembled in the United States.

9. In fact, certain of Respondent's products are wholly imported. Therefore, the representation set forth in Paragraph 8 is false or misleading, or was not substantiated at the time the representation was made.

**Violations of Section 5**

10. The acts and practices of Respondent, as alleged in this complaint, constitute unfair or deceptive acts or practices in or affecting commerce in violation of Section 5(a) of the Federal Trade Commission Act.

**THEREFORE**, the Federal Trade Commission this twenty-eighth day of August, 2018, has issued this Complaint against Respondent.

By the Commission, Commissioner Chopra dissenting.

Donald S. Clark  
Secretary

SEAL:



[Click for Mattress Details](#)

**COUNTRY OF ORIGIN**

Designed and assembled in the USA

**CONSTRUCTION & MATERIALS**

4-Layer Foam Construction  
Medical Grade Visco Elastic Memory Foam  
Hi Core 9.2 Grade Transition Foam  
High Vegetable Base Super Core 5 lb Support Foam  
Tencel Long Staple Fiber Removable Cooling Cover

**MEASUREMENTS & DIMENSIONS**

TWIN 39" x 75" x 11" 45 lbs  
TWIN XL 39" x 80" x 11" 48 lbs  
FULL 54" x 75" x 11" 68 lbs  
QUEEN 60" x 80" x 11" 74 lbs  
KING 76" x 80" x 11" 89 lbs  
CAL KING 72" x 84" x 11" 89 lbs

**SHIPPING INFO**

Our goal is to deliver your mattress as quickly as possible, which is why we ship via FedEx. Delivery typically takes between 3 - 7 days depending on where in the country you live. As soon as FedEx picks up your mattress you will receive a tracking number so that you can follow your mattress all the way to your doorstep.

**SHIPPING COSTS**

Free shipping and free returns.

**CERTIFICATION**

NECTAR is certified pure and better for you and the environment. NECTAR'S foams are CertiPUR-US® certified and NECTAR's Tencel natural fiber cover is certified Oeko-Tex, the most stringent certification.

CertiPUR-US® approved foams are made without ozone depleters, PBDE flame retardants, mercury, lead and other heavy metals, formaldehyde, phthalates regulated by the Consumer Product Safety Commission. They are Low VOC (Volatile Organic Compound) emissions for indoor air quality (less than 0.5 parts per million).



**UNITED STATES OF AMERICA  
BEFORE THE FEDERAL TRADE COMMISSION**

**COMMISSIONERS:**       **Joseph J. Simons, Chairman**  
                                   **Maureen K. Ohlhausen**  
                                   **Noah Joshua Phillips**  
                                   **Rohit Chopra**  
                                   **Rebecca Kelly Slaughter**

**In the Matter of**

**NECTAR BRAND LLC, a limited liability  
 company, also d/b/a NECTAR SLEEP;  
 DREAMCLOUD, LLC; and  
 DREAMCLOUD BRAND LLC.**

**DECISION AND ORDER**

**DOCKET NO. C-4656**

**DECISION**

The Federal Trade Commission (“Commission”) initiated an investigation of certain acts and practices of the Respondent named in the caption. The Commission’s Bureau of Consumer Protection (“BCP”) prepared and furnished to Respondent a draft Complaint. BCP proposed to present the draft Complaint to the Commission for its consideration. If issued by the Commission, the draft Complaint would charge the Respondent with violations of the Federal Trade Commission Act.

Respondent and BCP thereafter executed an Agreement Containing Consent Order (“Consent Agreement”). The Consent Agreement includes: 1) statements by Respondent that it neither admits nor denies any of the allegations in the Complaint, except as specifically stated in this Decision and Order, and that only for purposes of this action, it admits the facts necessary to establish jurisdiction; and 2) waivers and other provisions as required by the Commission’s Rules.

The Commission considered the matter and determined that it had reason to believe that Respondent has violated the Federal Trade Commission Act, and that a Complaint should issue stating its charges in that respect. The Commission accepted the executed Consent Agreement and placed it on the public record for a period of 30 days for the receipt and consideration of public comments. The Commission duly considered any comments received from interested persons pursuant to Commission Rule 2.34, 16 C.F.R. § 2.34. Now, in further conformity with the procedure prescribed in Commission Rule 2.34, the Commission issues its Complaint, makes the following Findings, and issues the following Order:

## **Findings**

1. The Respondent is Nectar Brand LLC, also doing business as Nectar Sleep; DreamCloud, LLC; and DreamCloud Brand LLC, a California limited liability company, with its principal office or place of business at 2000 University Dr., Palo Alto, CA 94303.
2. The Commission has jurisdiction over the subject matter of this proceeding and over Respondent, and the proceeding is in the public interest.

## **ORDER**

### **Definitions**

For purposes of this Order, the following definitions apply:

- A. “Clear(ly) and conspicuous(ly)” means that a required disclosure is difficult to miss (i.e., easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:
  1. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure (“triggering representation”) is made through only one means.
  2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.
  3. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.
  4. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.
  5. On a product label, the disclosure must be presented on the principal display panel.
  6. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the triggering representation appears.
  7. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.

8. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.
  9. When the representation or sales practice targets a specific audience, such as children, the elderly, or the terminally ill, “ordinary consumers” includes reasonable members of that group.
- B. “Made in the United States” means any representation, express or implied, that a product or service, or a component thereof, is of U.S.-origin, including, but not limited to, a representation that such product or service is “made,” “manufactured,” “built,” or “produced” in the United States, or any other U.S.-origin claim.
- C. “Respondent” means Nectar Brand LLC, also doing business as Nectar Sleep; DreamCloud, LLC; and DreamCloud Brand, LLC, and its successors and assigns.

## **Provisions**

### **I.**

#### **PROHIBITED MISREPRESENTATIONS REGARDING U.S. ORIGIN CLAIMS**

**IT IS ORDERED** that Respondent, and Respondent’s officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any mattress, mattress foundation, or any other product or service, must not make any representation, expressly or by implication, that a product or service is Made in the United States unless:

- A. The final assembly or processing of the product occurs in the United States, all significant processing that goes into the product occurs in the United States, and all or virtually all ingredients or components of the product are made and sourced in the United States; or
- B. A Clear and Conspicuous qualification appears immediately adjacent to the representation that accurately conveys the extent to which the product contains foreign parts, ingredients or components, and/or processing; or
- C. For a claim that a product is assembled in the United States, the product is last substantially transformed in the United States, the product’s principal assembly takes place in the United States, and United States assembly operations are substantial.

### **II.**

#### **SUBSTANTIATION**

**IT IS FURTHER ORDERED** that Respondent, Respondent’s officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection

with promoting or offering for sale any product or service, shall not make any representation, in any manner, expressly or by implication, regarding the country of origin of any product or service unless the representation is true, not misleading, and at the time it is made, Respondent possesses and relies upon a reasonable basis for the representation.

### **III. COMPLIANCE REPORTS AND NOTICES**

**IT IS FURTHER ORDERED** that Respondent make timely submissions to the Commission:

- A. One year after the issuance date of this Order, Respondent must submit a compliance report, sworn under penalty of perjury, in which Respondent must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission, may use to communicate with Respondent; (b) identify all of that Respondent's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered, the means of advertising, marketing, and sales; and (d) describe in detail whether and how Respondent is in compliance with each Provision of this Order, including a discussion of all of the changes Respondent made to comply with the Order.
- B. Respondent must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following: (a) any designated point of contact; or (b) the structure of any Respondent or any entity that Respondent has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.
- C. Respondent must submit notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against Respondent within 14 days of its filing.
- D. Any submission to the Commission required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: "I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: \_\_\_\_" and supplying the date, signatory's full name, title (if applicable), and signature.
- E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: In re Nectar Brand LLC.

**IV.  
RECORDKEEPING**

**IT IS FURTHER ORDERED** that Respondent must create certain records for 20 years after the issuance date of the Order, and retain each such record for 5 years, unless otherwise specified below. Specifically, Respondent must create and retain the following records:

- A. Accounting records showing the revenues from all goods or services sold, the costs incurred in generating those revenues, and resulting net profit or loss;
- B. Personnel records showing, for each person providing services in relation to any aspect of the Order, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;
- C. Copies or records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;
- D. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission;
- E. A copy of each unique advertisement or other marketing material making a representation subject to this Order;
- F. For 5 years from the date of the last dissemination of any representation covered by this Order:
  - 1. All materials that were relied upon in making the representation; and
  - 2. All evidence in Respondent's possession, custody, or control that contradicts, qualifies, or otherwise calls into question the representation, or the basis relied upon for the representation, including complaints and other communications with consumers or with governmental or consumer protection organizations.

**V.  
COMPLIANCE MONITORING**

**IT IS FURTHER ORDERED** that, for the purpose of monitoring Respondent's compliance with this Order:

- A. Within 10 days of receipt of a written request from a representative of the Commission, Respondent must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury, and produce records for inspection and copying.

- B. For matters concerning this Order, representatives of the Commission are authorized to communicate directly with Respondent. Respondent must permit representatives of the Commission to interview anyone affiliated with Respondent who has agreed to such an interview. The interviewee may have counsel present.
- C. The Commission may use all other lawful means, including posing through its representatives as consumers, suppliers, or other individuals or entities, to Respondent or any individual or entity affiliated with Respondent, without the necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

**VI.  
ORDER EFFECTIVE DATES**

**IT IS FURTHER ORDERED** that this Order is final and effective upon the date of its publication on the Commission's website (ftc.gov) as a final order. This Order will terminate on August 28, 2038, or 20 years from the most recent date that the United States or the Commission files a complaint (with or without an accompanying settlement) in federal court alleging any violation of this Order, whichever comes later; *provided, however*, that the filing of such a complaint will not affect the duration of:

- A. Any Provision in this Order that terminates in less than 20 years; and
- B. This Order if such complaint is filed after the Order has terminated pursuant to this Provision.

*Provided, further*, that if such complaint is dismissed or a federal court rules that the Respondent did not violate any provision of the Order, and the dismissal or ruling is either not appealed or upheld on appeal, then the Order will terminate according to this Provision as though the complaint had never been filed, except that the Order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

By the Commission, Commissioner Chopra dissenting.

Donald S. Clark  
Secretary

SEAL:  
ISSUED: August 28, 2018

# Dreamcloud vs. TEMPUR-pedic Mattress Reviews

VIEW MATTRESS

## OVERVIEW

When you lay down on a DreamCloud mattress, you're falling into a peaceful den of bliss, that can only really be compared to what it must feel like to sleep on a cloud. 8 lush, carefully crafted layers of memory foam and foam encased coils combine to create a haven that cradles your body into better sleep. Reviewers love DreamCloud's coziness as well as the practical benefits that come part in parcel in the purchase of this bed including: a 365 night trial period, an Everlong Warranty, free shipping and returns, as well as unmatched customer support available 7 days a week. It's almost unfair to compare DreamCloud with other mattresses on the market, but it's important to know what else is available for purchase to give you a better idea of the immense value you receive with the DreamCloud. Below is a compilation of the differences between DreamCloud and TEMPUR-pedic mattresses.

*Disclosure: We pay a commission to the review sites listed below when visitors click on a DreamCloud affiliate link on their sites and make a purchase.*



## CONSTRUCTION/MATERIALS

Premium quality materials and conscientious construction set DreamCloud apart from other mattresses in the industry. With 8 unique layers of super soft, super durable memory foam and foam-encased coils, DreamCloud aims to bring you the most relaxing sleep you can possibly imagine, on the best possible materials. DreamCloud is proudly made with 100% USA-made premium quality materials and our foam is also CertiPUR-US® certified, meaning that it meets the rigorous CertiPUR-US® standards for emissions, content, performance, and durability. Tempurpedic products, on the other hand, are not CertiPUR-US® certified. Something to keep in mind when considering your purchase.

Popular review site, tuck.com, says that "from the tufted cashmere cover that gives good airflow, to the gel memory foam in the uppermost comfort layer, the DreamCloud is designed to promote a cooler night's sleep. Resting below are a mix of memory foam and latex layers, meaning this bed includes better quality comfort materials than most other hybrids." On the other hand, the TEMPUR-pedic beds really range in variety of thickness, firmness, memory foam/hybrid construction, but the quality is pretty consistent across the board. Reviewer tuck.com explains that even though "the quality of components used in the line of mattresses are high, they are priced above the industry average for the memory foam category." For high quality at a low price, DreamCloud can't be beat.

## Price / Affordability

The above average prices of the TEMPUR-pedic mattresses aren't just slightly above average, they tend to go well above (sometimes \$1,000+) above other similar mattresses in the industry. Though the type of TEMPUR-pedic mattress may vary in size, thickness, coolness, and type (hybrid or straight memory foam), the lowest priced Queen-sized mattress starts at \$1,999 and goes all the way up to a staggering \$7,499.

At DreamCloud, we believe that it's unnecessary to pay astronomical prices for a better night of sleep. Save yourself hundreds, if not thousands, of dollars with DreamCloud. Our Queen-sized luxury hybrid mattress costs only \$999, less than even the least expensive TEMPUR-pedic mattress. Choosing DreamCloud instead just makes sense.

