

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

ROBIN MINOR, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

CONGOLEUM CORPORATION,

Defendant.

CIVIL ACTION NO. _____

CLASS ACTION COMPLAINT

NATURE OF THE CASE

1. This is a putative class action on behalf of Robin Minor (“Plaintiff”) and a class of all others similarly situated against Congoleum Corporation (“Defendant” or “Congoleum”), the manufacturer of DuraCeramic floor tiles used for commercial, industrial, institutional and residential flooring applications.

2. Defendant’s tiles are plagued by design flaws that result in chipping, flaking, cracking and scratching. Yet Defendant continues to sell them to the public and continues to make false representations and warranties, despite the fact that the tiles are defective and will eventually fail, costing consumers substantial removal and replacement costs.

3. This class action seeks damages, punitive damages, injunctive relief, costs, attorneys’ fees, and other relief as a result of Defendant’s willful, wanton, reckless, and/or grossly negligent conduct in causing consumers’ homes to be in a defective and unfit condition for habitation.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(2)(A) because the Plaintiff and Defendant are of diverse citizenship and the matter in controversy exceeds seventy-five thousand dollars (\$75,000.00) exclusive of interest and costs and pursuant to 28 U.S.C. § 1332(d)(2), because the Plaintiff and over two-thirds of the Class Members are of diverse citizenship from the Defendant; and the aggregate amount in controversy exceeds five million dollars (\$5,000,000.00) exclusive of interest and costs.

5. Venue is proper in this Court pursuant to 28 U.S.C. §1391 because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred here, a substantial part of the property that is the subject of this action is situated here, and Defendant is subject to personal jurisdiction, in this District.

6. As a result of Defendant's designing, testing, developing, manufacturing, marketing, distributing, promoting and/or selling, either directly or indirectly through third parties or related entities, of tiles to purchasers throughout New Jersey and Maryland, the Defendant obtained the benefits of the laws of New Jersey and Maryland and profited from New Jersey and Maryland commerce.

7. Defendant conducted systematic and continuous business activities in and throughout the states of New Jersey and Maryland and otherwise intentionally availed themselves of the markets of the state of New Jersey and Maryland through the promotion and marketing of its business.

PARTIES

8. Plaintiff Robin Minor is a resident of Maryland with an address located in Bowie, Maryland.

9. On January 4, 2013, Carpet Discounter & Wholesalers, Inc. installed 48 feet of HE 22 black colored Congoleum DuraCeramic tiles in Ms. Minor's kitchen. The cost was \$4216.00.

10. Within a month after installation, Ms. Minor noticed that the tiles were chipping and scratching in various places.

11. Upon discovering the defects, on July 3, 2013, Ms. Minor wrote and phoned Congoleum to make a formal warranty claim.

12. After failing to show up at two previously scheduled appointments, on July 31, 2013, JHK Consultants Inc., acting on behalf of Ms. Celia Schirtzer of Congoleum's Warranty Claim Department, inspected Ms. Minor's tiles and denied her claim. The inspection claim number issued by JHK Consultants Inc., on behalf of Congoleum, is 55852.

13. On August 28, 2013, one month after it had inspected the failing floor, Congoleum sent Ms. Minor a letter formally denying her warranty claim and offering her credit for one (1) carton of tiles and up to \$200.00 for any repair work.

14. Like the Plaintiff, other members of the Class also purchased defective tile products and warranties from Defendant who, upon information and belief, did not repair or replace the tile products in accordance with the terms of its warranties.

15. Plaintiff and members of the Class have suffered damages as a result of Defendant's deceptive practices, including but not limited to the fact that their floors have

been damaged and the value of their homes have been diminished. While Plaintiff and the Class are forced to repair and/or replace Defendant's defective floor products, they were not reimbursed for the costs associated with this exercise, in contravention for the terms of Defendant's warranties.

16. Defendant Congoleum Corporation's principle place of business is 3500 Quakerbridge Road, P.O. Box 3127, Mercerville, NJ, 08619.

17. Congoleum at all times relevant hereto, was engaged in the design, manufacture, marketing and sale of tiles that have been installed in numerous homes, offices, buildings, and other structures throughout the United States.

FACTUAL ALLEGATIONS

18. Upon information and belief, Defendant is, and at all times relevant hereto was, engaged in the business of designing, developing, manufacturing, distributing, marketing, selling, and installing a variety of tiles, including but not necessarily limited to DuraCeramic.

19. Defendant sells its products through a network of retailers, installers, and distributors.

20. According to Congoleum's 2009 Annual report, Form 10-K:

Congoleum's products serve both the residential and commercial hard-surface flooring markets, and are used in remodeling, manufactured housing, new construction and commercial applications. These products, together with a limited quantity of related products purchased for resale, are sold primarily to wholesale distributors and major retailers in the United States and Canada.

21. DuraCeramic tiles were first introduced by Congoleum in 2003 and is used primarily in kitchens, bathrooms and foyers.

22. As of 2009, Congoleum sold “its products through approximately 13 distributors providing approximately 42 distribution points in the United States and Canada, as well as directly to a limited number of mass market retailers.” *Id.*

23. According to its 2009 Annual report, Form 10-K, as of 2009, Congoleum owned four manufacturing facilities located in Maryland, Pennsylvania and New Jersey and leased corporate and marketing offices located in Mercerville, New Jersey, which are described below:

<u>Location</u>	<u>Usage</u>
Finksburg, MD	Felt
Marcus Hook, PA	Sheet Flooring
Trenton, NJ	Sheet Flooring
Trenton, NJ	Tile Flooring
Mercerville, NJ	Corporate Offices

24. DuraCeramic 15 5/8” x 15 5/8” (40cm x 40cm) tiles consists of a limestone composite mat that is top coated with a nano-composite surface glaze fortified with aluminum oxide.

25. The Company’s business is dependent upon a continuous supply of raw materials from third party suppliers. The principal raw materials used by the Company in its manufacture of sheet and tile flooring are vinyl resins, plasticizers, latex, limestone, stabilizers, cellulose paper fibers, urethane and transfer print film. The Company purchases most of these raw materials from multiple sources. *Id.*

26. Defendant boasts that its operating plants, when making flooring, “can make 50 million square yards a year when running 3 shifts a day for 5 days. This is 7,000 miles a year, enough to cover the highway between Philadelphia and Los Angeles in both directions.”

27. Customers of Defendant's tiles make purchasing decisions based in part and in reliance upon the information presented by the company on its website, marketing literature, advertisements and warranties.

28. Defendant purports that the tiles have a lifetime warranty. The warranty claims to provide reimbursement for some, if not all, of the costs associated with repairing and/or replacing defective tiles.

29. Customers of Defendant's tiles make purchasing decisions based in part and in reliance upon the information presented by the company on its website, marketing literature, advertisements and warranties.

30. Defendant claims that its purported lifetime warranty (attached hereto as Exhibit A) means that a homeowner's floor:

- will not wear out
- will be free of manufacturing defects
- will not fade
- will not stain

31. Defendant has knowingly and intentionally concealed, and have failed to disclose that --notwithstanding statements on its website, brochures, advertisements and warranties-- its tiles routinely deteriorate by chipping, flaking and scratching far in advance of the expiration of its warranty. Indeed, Defendant's tiles have deteriorated and will continue to deteriorate at a rate which clearly demonstrates their lack of durability and resiliency.

32. Similarly, the Defendant has knowingly and intentionally concealed, and have failed to disclose, that they actually had no intention of providing the services set forth in their warranty.

33. Defendant has had notice of the deficiencies described herein and has been routinely notified by their customers that the tile products are/were defective and not functioning as advertised.

34. Ignoring customer complaints and concerns, Defendant has failed to implement any changes to its tile products or warranty procedures to remedy the defects associated with its products.

35. The following represents a small sampling of internet postings by Congoleum products purchasers' general frustrations with the defective tiles:

Not only is the product junk, as described by so many, but Congoluem seems to go out of their way to avoid talking to customers and making it right. The surface of the "tiles" chip and peel with normal wear.

We don't even walk on the floor in shoes and it's peeling! It is a simple warranty issue that they are unwilling to uphold. I've been trying for 5 years and have had it!

It now has just become a point of contention in my house to mention "Congoleum". I truly hope that no one else purchases their products, perhaps they'll listen when faced with no business?

This product is totally unfit for any floor installation despite the fact that the Mfg. warrants "lifelong limited warranty that your floor will be free of mfg. defect, will not wear out, will not fade, will not stain." The "limited" part of the warranty must prohibit any normal use whatsoever. Further when one has need to file a warranty claim, one gets no response whatsoever from Congoleum despite the fact that they sent an inspector to view and photograph the evidence. This is a bad product mfg. by an uncaring company. I can only conclude all products of Congoleum and Mohawk are to be avoided.

I am PISSED with Congoleum duraceramic floor tile. Less than two years old white spots began to appear under dining room chairs.

Chairs have always had felt pads on legs and they are changed regularly as needed. When an inspector came to look he said it was caused by surface being abraded! My wife keeps our house immaculate with the floors cleaned regularly. There is not sand or dirt ever on this floor.

The floor is ONLY TWO YEARS OLD NOT eight or ten.

It seems the Congoleum company is aware and will not make good on their inferior products performance and until they do I will relay this story to as many people as I can. DO NOT USE CONGOLEUM DURACERAMIC IT IS *** and I have to replace it -FOR SURE IT WILL NOT BE WITH A CONGOLEUM PRODUCT!!!!

i will never recommend this floor to anyone have it less than 2 years, i live alone and have company occasionally but every time i clean the floor i see another mark or ding or whatever. my old cheaper vinyl just wore out never pinged or dinged.

very disappointed. the floor was installed professionally.

i chose to have laid like a ceramic tile floor with grout. the adhesives were expensive the grout was also very expensive, i thought i couldn't afford a regular ceramic floor so i opted for a duraceramic floor but i think in the long run it will cost me triple.

Within a month, chips under rugs, random chips everywhere. We never wear shoes in the house, and are extremely careful about the type of cleaning products we use. Save your money, this stuff is junk. We have had no satisfaction on replacement, repair, or monetary reimbursement.

The company we bought from is local and have been in the flooring business for 50 years +. They told me that this is some of the worst flooring they have ever sold, and that virtually every customer that bought it has been back to the store with complaints. They could get no response from the company over replacement or other repairs.

We are two adults who wear slippers in the house. No pets. No children. After less than a year, there are spots on our Duraceramic kitchen floor where the surface has come off. I bought this product because of Congoleum's lifetime "will not wear out" warranty, but Congoleum says the damage to my floor is not covered by the warranty. In fact, they suggested that we had caused the damage by dropping or dragging heavy objects across it. All we have done is walk on it for less than a year. Do not buy this product and do not be taken in by Congoleum's so-called lifetime warranty.

We had DC tiles installed in our kitchen 3 years ago and loved how they looked. As soon as the floor was installed, we applied felt chair pads to all our kitchen chairs as directed by the installers. We replaced the chair pads regularly as they started to wear out. About 1 1/2 to 2 years after installation we found small white areas on the tile and thought somehow paint had been flecked onto the tiles. On closer inspection, we realized that the top layer of the tile had worn off, revealing the white part of the tile. These areas got larger over time and are now located in several spots where chairs were located.

A independent adjuster recently inspected our floor and told us that the company would not fix the damage. We are really disappointed in the product and will not be purchase again.

Inadequate Testing of Defendant's Tiles

36. Upon information and belief, Defendant did not test the tiles in their anticipated environments before selling those tiles to the public.

37. Upon information and belief, Defendant conducted inadequate testing and quality control on the tiles and failed to test for things that they knew or should have known would lead to premature failure of the tiles.

38. Upon information and belief, Defendant failed to investigate or test whether various conditions would lead to premature failure of the tiles.

Defendant's Marketing Omissions

39. Defendants advertised that its tiles are reliable and worry-free despite failing to test and determine the reliability of its product when used in the real world.

40. Defendant represented on its website that:

Congoleum manufactures residential and commercial resilient products that are engineered with state-of-the-art manufacturing equipment and that demonstrate Congoleum's styling and design leadership. Congoleum's has plans for a successful future that includes enhanced products and styles that will show off our true flooring expertise.

Today's resilient flooring is a highly engineered combination of polymer materials. This means flooring created from carefully selected natural and synthetic materials. Polymers are large molecules composed of repeating structural units, which allow for increased strength and durability for the lifetime of the product.

Congoleum is the only U.S. manufacturer able to process 16' width materials, which allow for larger room sizes that will have no seam after installation is completed. Creating a surface that fills the entire room without a crack or crevice that may collect dirt or moisture is one of the advantages of resilient sheet. So to add that Congoleum is the only company able to make this wide width flooring, the advantages are many.

Congoleum floors are versatile, durable, easy to care for and available in an unparalleled selection of colors and styles. Congoleum's advantages will become your advantages when you bring us into your home.

41. Defendant and its authorized agents and distributors made each of the above described assertions, statements, representations and warranties with the intent and purpose of inducing suppliers, builders, and consumers to purchase and install the tiles in residential and commercial structures. However, Defendant knew that these misrepresentations were not true and that the tiles were defective and would not function as promised.

42. Defendant also made numerous material omissions in its literature and uniformly withheld important information relating to the design, reliability and

performance of the tiles.

43. Had Defendant not withheld and omitted important information about the design, reliability and performance of the tiles, Plaintiff and the members of the Class would not have purchased and/or installed them in their properties.

CLASS ACTION ALLEGATIONS

44. Plaintiff seeks to bring this case as a class action, under Federal Rule of Civil Procedure 23, on behalf of herself and all others similarly situated. The proposed Class is defined as:

All individuals and entities that have owned, own, or acquired homes, residences, buildings or other structures physically located in the United States, on which Congoleum DuraCeramic tiles are or have been installed since 2010. Excluded from the Class are Defendant, any entity in which Defendant have a controlling interest or which has a controlling interest of Defendant, and Defendant's legal representatives, assigns and successors. Also excluded are the judge to whom this case is assigned and any member of the judge's immediate family.

45. In the alternative, Plaintiff brings this case as a class action, under Federal Rule of Civil Procedure 23, on behalf of herself and all others similarly situated in states of Maryland and New Jersey as members of a proposed class, defined as follows:

All individuals and entities that have owned, own, or acquired homes, residences, buildings or other structures physically located in Maryland or New Jersey, on which Congoleum DuraCeramic tiles are or have been installed since 2010. Excluded from the Class are Defendant, any entity in which Defendant have a controlling interest or which has a controlling interest of Defendant, and Defendant's legal representatives, assigns and successors. Also excluded are the judge to whom this case is assigned and any member of the judge's immediate family.

46. Plaintiff reserves the right to re-define the Class prior to class certification.

47. The number of persons who are members of the Class described above are so numerous that joinder of all members in one action is impracticable.

48. Questions of law and fact that are common to the entire Class predominate over individual questions because the actions of Defendants complained of herein were generally applicable to the entire Class. These legal and factual questions include, but are not limited to:

- a) whether the tile products are defective;
- b) whether Defendant knew or should have known of the defective nature of the tile products;
- c) whether Defendant owed a duty to Plaintiff and the Class to exercise reasonable care in the design, manufacture and marketing of the tile products;
- d) whether Defendant breached this duty;
- e) whether the tile products failed to perform in accordance with the reasonable expectations of ordinary consumers;
- f) whether the tile products failed to perform for the time warranted by Defendant;
- g) whether the warranties are unconscionable and unenforceable; and
- h) whether Plaintiff and the Class suffered damages as a result of Defendant's conduct.

49. All questions as to the representations and publicly disseminated advertisements and statements attributable to Defendant at issue herein are similarly common. A determination of Defendant's knowledge regarding the misleading and deceptive nature of the statements made in its website, brochures, advertisements and

warranties and its breaches of contract will be applicable to all members of the Class. Further, whether Defendant's violated any applicable state laws and pursued the course of conduct complained of herein, whether Defendant acted intentionally or recklessly in engaging in the conduct described herein, and the extent of the appropriate measure of injunctive and declaratory relief, damages and restitutionary relief are common questions to the Class.

50. Plaintiff's claims are typical of the members of the Class because Plaintiff purchased defective tiles from Defendant and then installed them in her home. The tiles malfunctioned before the expiration of the applicable warranty period. Plaintiff, like the Class, has suffered damages associated with the use of Defendants' defective products.

51. Plaintiff will fully and adequately represent and protect the interests of the Class because of the common injuries and interests of the members of the Class and the singular conduct of Defendants that is or was applicable to all members of the Class. Plaintiff has retained counsel who is competent and experienced in the prosecution of class action litigation. Plaintiff has no interests that are contrary to or in conflict with those of the Class they seek to represent.

52. A class action is superior to all other available methods for fair and efficient adjudication of this controversy. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action.

53. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent and varying adjudications concerning the subject of

this action, which adjudications could establish incompatible standards of conduct for Defendant under the laws alleged herein.

54. The claims of the Class may be certified under Rule 23(b)(1), (b)(2) and/or (b)(3). The members of the Class also seek declaratory and injunctive relief but also seek sizeable monetary relief.

**ESTOPPEL FROM PLEADING AND TOLLING OF
APPLICABLE STATUTES OF LIMITATION**

55. Because the defects in the tiles are latent and not detectable until manifestation, Plaintiff and the Class members were not reasonably able to discover their tiles were defective until after installation, despite their exercise of due diligence.

56. Defendant knew that the tiles were defective prior to the time of sale, and concealed that material information from Plaintiff and all consumers.

57. As such, any applicable statutes of limitation have been tolled by Defendant's concealment of material facts and Defendant are estopped from relying on any such statutes of limitation.

**FIRST CLAIM FOR RELIEF
(Violation of the New Jersey Consumer Fraud Act)
(New Jersey Subclass)**

58. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

59. Plaintiff and the Class members purchased Defendant's tile products primarily for personal, family, and/or household purposes.

60. New Jersey's Consumer Fraud Act ("CFA"), N.J.S.A. §§ 56.8-1, *et. seq.*, makes unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce unlawful.

61. Defendant's affirmative misrepresentations within its advertisements of its tile products and its failure to notify purchasers of the defects of its tile products and of the true nature in which it implements its warranty process took place within the State of New Jersey and constitute violations the CFA.

62. The CFA is applicable to the claims of the Class because the conduct of Defendant, which constitutes a violation of the statute, occurred within the State of New Jersey.

63. Defendant intended that Plaintiff and the Class members would rely on the false information or deceptive practice so that they would purchase Defendant's tile products and increase the consumption of Defendant's products. Defendant misled the Plaintiff and Class.

64. Had Defendant disclosed this material information regarding its tile products to Plaintiff and the other members of the Class, they would not have purchased the tiles.

65. As a result of the nature of Defendant's deceptive conduct, Plaintiff and the Class members suffered ascertainable and pecuniary losses as set forth in greater detail above. A finding that Defendant's conduct violated the law will also operate as a finding that each and every member of the Class suffered pecuniary loss.

66. The conduct of the Defendant described herein was knowing, willful and intentional, and constitutes the employment of fraud, false pretense, false promise,

misrepresentation, misleading statement or deceptive practice upon Plaintiff and the Class members within the meaning of the CFA.

67. By falsely representing that Defendant's tile products were free of defect, despite knowing that this was untrue, Defendant acted maliciously toward Plaintiff and members of the Class, and also acted with intentional or, at a minimum, reckless disregard of their rights.

68. Defendant's conduct described in this Complaint was not isolated or unique to Plaintiff but was widespread, affecting thousands of consumers, and was a regular and intended business practice of Defendant, which was instituted and implemented with a view towards unfairly profiting at the expense of Defendant's consumers.

69. Defendant had special knowledge of material facts to which Plaintiff and the Class members did not have access, and, therefore, had a duty to disclose these facts to the other party so as to prevent its statements from being misleading.

70. Pursuant to CFA, and as a result of Defendant's bad faith conduct, Plaintiff and the Class members are entitled to monetary damages.

SECOND CLAIM FOR RELIEF
(Violation of the Maryland Consumer Protection Act)
(Maryland Subclass)

71. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

72. Plaintiff and the Class members purchased Defendant's tile products primarily for personal, family, and/or household purposes.

73. Defendant's actions violate the Maryland Consumer Protection Act ("CPA"), Md. Code Ann. §§ 13-101, *et. seq.* (West 2012).

74. Section 13-301 of the Commercial Protection Act prohibits unfair or deceptive trade practices, which include any:

- a. False, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers;
- b. Failure to state a material fact if that failure deceives or tends to deceive; and
- c. Deception, fraud, false pretenses, false premise, misrepresentation, or knowing concealment, suppression, or omission of any material fact with the intent that a consumer rely on the same in connection with:
 - i. The promotion or sale of any consumer goods, consumer realty, or consumer service.

75. Defendant violated the CPA by representing to Plaintiff that her tiles would last as long as Defendant's purported lifetime warranty.

76. By making the false representations identified herein, Defendant engaged in the concealment, suppression and omission of material facts that had the capacity, tendency, or effect of deceiving or misleading Plaintiff, and that did in fact deceive or mislead Plaintiff, causing her injury and loss.

77. As a direct and proximate result of Defendant's unlawful acts described above, Plaintiff has been injured and seeks damages, as well as the declaratory and injunctive relief set forth below in the Prayer for Relief.

THIRD CLAIM FOR RELIEF
(Breach of Contract)
(All Classes)

78. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

79. During the Class Period, Plaintiff and Class members, upon purchasing Defendant's tiles, entered into a contract and warranty agreement with Defendant.

80. The Defendant has uniformly breached its contracts and warranty agreements with Plaintiff and the members of the Class by failing to supply tiles products that were of merchantable quality and fit for the use for which they were intended and by failing to repair and/or replace defects in the tiles.

81. As a proximate result of the aforementioned wrongful conduct and breach committed by Defendant, Plaintiff and the Class members have suffered and will continue to suffer damages and economic loss in an amount to be proven at trial. Plaintiff and Class members are entitled to damages and injunctive and declaratory relief as claimed below.

FOURTH CLAIM FOR RELIEF
(Breach of Express Warranty)
(All Classes)

82. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

83. In conjunction with its sale of tile products, the Defendant warranted that it would provide an operational product for a particular warranty period or replace the defective product without paying for the labor costs involved.

84. Defendant breached the express warranties because, as set forth in detail above, they failed to provide customers with a product that would perform the basic intended and essential functions of tile products for the specified warranty period.

85. The Defendant has received notice of the breaches of warranty alleged herein, by virtue of complaints made by purchasers of its tile products. Upon information and belief, Defendant has received scores of claims, complaints and other notices from its consumers advising Defendant of the defects in its tile products.

86. Defendant has failed to provide Plaintiff or the Class, as a warranty replacement, tile products that conform to the qualities and characteristics that Defendant has expressly warranted are possessed by Defendant's tiles.

87. Despite requests to do so, Defendant refuses to adequately repair or replace its tiles in accordance with the stated warranty terms. As a result, Plaintiff and members of the Class were forced and continue to be forced to wait for the substantially certain failure of their tile products and suffer the accompanying losses associated therewith.

88. Further, the warranties themselves are unconscionable and unenforceable in that they fail to achieve their specified purpose because they do not provide consumers with an adequate remedy for the failure of the Defendant's tile products. The warranties do not provide the means for purchasers to repair and replace either the defective product itself. Applying any warranty limitation to avoid the need to repair the defects set forth herein would be unconscionable in that, *inter alia*, the tile products contain inherent defects that were already existing at the time of purchase and Defendant knew, or were reckless in not knowing, about the defects, which could not be discovered by Plaintiff and

the Class at the time of purchase, and purchasers lacked any meaningful choice with respect to the warranty terms.

89. As a direct and proximate result of Defendant's breach of warranty, Plaintiff and the Class have suffered damages in an amount to be determined at trial.

**FIFTH CLAIM FOR RELIEF
(Breach of Implied Warranty)
(All Classes)**

90. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

91. Defendant designed, developed, tested, manufactured, distributed, marketed, and sold tiles for purposes of its eventual sale to end users and installation on homes, offices, buildings, and other structures.

92. Defendants impliedly warranted that their tiles were properly designed, developed, tested, manufactured, distributed, marketed, and sold and that the designs and materials were proper and of first-class and workmanlike quality.

93. Plaintiff and the Class relied upon the promises contained within Defendant's warranties and believed that said designs, work, and materials were of first-class workmanlike quality and fit for the intended use and purpose.

94. Defendants breached said warranty by designing, developing, manufacturing, distributing, marketing, and selling defective tiles, which were not of first-class workmanlike quality or fit for the intended use.

95. Defendants provided a defective product and failed to properly inspect, test, and identify defects with their tiles.

96. But for the Defendant's conduct alleged herein and their breach of implied warranty, the Plaintiff and the Class would not have suffered the damages and losses alleged herein.

97. As a direct and proximate result of Defendants' breach of implied warranty, the Plaintiff and the Class have sustained, are sustaining, and will sustain damages and losses as alleged herein.

SIXTH CLAIM FOR RELIEF
(Breach of Warranty of Merchantability)
(All Classes)

98. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

99. Defendant designed, developed, tested, manufactured, distributed, marketed, and sold its tiles for purposes of its eventual sale to end users and installation on homes, offices, buildings, and other structures. Plaintiff relied on the promises contained within Defendant's warranties that their tiles were free from defects.

100. Defendant knew and/or should have known that its tiles were defective and not of acceptable quality as designed and/or that the tiles were manufactured with substandard and defective materials.

101. Defendant knew and/or should have known that its tiles were not generally fit for the ordinary purpose for which they were intended to be used as they were designed and manufactured with substandard and defective materials.

102. Defendants knew and/or should have known that its tiles would reach the end user without substantial change and in the condition in which they were sold.

103. The Defendant's tiles failed in their ordinary and intended use.

104. But for the Defendant's conduct alleged herein and their breach of warranty of merchantability, the Plaintiff and the Class would not have suffered the damages and losses alleged herein.

105. As a direct and proximate result of Defendant's breach of warranty of merchantability, the Plaintiff and the Class have sustained, are sustaining, and will sustain damages and losses as alleged herein.

SEVENTH CLAIM FOR RELIEF
(Negligence)
(All Classes)

106. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

107. Defendant owed a duty to Plaintiff and members of the class to exercise reasonable care in the design, manufacture, quality control and marketing of the tile products.

108. Defendant breached its duty to Plaintiff and the Class by designing, manufacturing, selling, advertising and warranting a defective product to Plaintiff and the Class, and by failing to take those steps necessary to repair or otherwise discontinue selling a defective product to consumers.

109. Defendant were aware, or reasonably should have been aware, that the tile products were defective and did not perform their intended use.

110. When they purchased Defendant's tile products, Plaintiff and the Class were not aware of their defective nature.

111. As a direct and proximate cause of the foregoing, Plaintiff and the Class have suffered and will continue to suffer damages and economic loss described fully above, in an amount to be proven at trial.

112. Plaintiff and the Class are entitled to damages in an amount to be determined at trial.

EIGHTH CLAIM FOR RELIEF
(Strict Products Liability Pursuant to Section 402A of the
Restatement (Second) of Torts)
(All Classes)

113. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

114. At all times during the Class period, Defendant were a commercial manufacturer and supplier of the tile products at issue in this case.

115. Defendant's tile products were expected to, and did in fact, reach consumers without substantial change in the condition in which they were supplied.

116. Defendant's tile products were and are defective, and were and are unfit for their intended use.

117. The tile products fail to perform in accordance with the reasonable expectations of Plaintiff and the Class and the benefits of the design of the tiles does not outweigh the risk of their failure.

118. Defendant has/had a duty and responsibility to disclose to the consuming public the foreseeable risks associated with the use of its tile products. Defendant further has/had a duty not to put defective products on the market.

119. Defendant breached its duty to Plaintiff and the Class by failing to disclose the defects associated with the tile products, and by allowing the sale and use of the tile products when they knew they would not perform as intended.

120. As a result of the foregoing, and pursuant to Section 402A of the Restatement (Second) of Torts, Plaintiff and the Class have suffered damages as previously set forth herein that were directly and proximately caused by the defective tile products.

121. Plaintiff and the proposed Class are entitled to damages in an amount to be determined at trial.

**NINTH CLAIM FOR RELIEF
(Unjust Enrichment)
(All Classes)**

122. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

123. As the intended and expected result of its conscious wrongdoing, Defendant has profited and benefited from the purchase of tile products by Plaintiff and the Class.

124. Defendant has voluntarily accepted and retained these profits and benefits, derived from Plaintiff and the Class, with full knowledge and awareness that, as a result of their misconduct, Plaintiff and the Class were not receiving products of the quality, nature, fitness or value that had been represented by Defendant, and that Plaintiff and the Class, as reasonable consumers, expected.

125. Defendant has been unjustly enriched by their fraudulent and deceptive withholding of benefits to Plaintiff and the Class, at the expense of Plaintiff and the class.

126. Plaintiff and the Class seek the disgorgement and restitution of Defendant's wrongful profits, revenue, and benefits, to the extent and in the amount deemed appropriate by the court, and such other relief as the Court deems just and proper to remedy Defendant's unjust enrichment.

TENTH CLAIM FOR RELIEF
(Fraudulent Misrepresentation, Concealment and Failure to Disclose)
(All Classes)

127. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

128. During the Class period, Defendant knowingly, fraudulently and actively misrepresented, omitted and concealed from consumers material facts relating to the quality of their tiles and warranty process.

129. Defendant has a duty to disclose to Plaintiff and the Class members the actual quality of their tile products and the true nature of their warranty process.

130. The misrepresentations, omissions and concealments complained of herein were material and were made on a uniform and market-wide basis. As a direct and proximate result of these misrepresentations, omissions and concealments, Plaintiff and the Class members have been damaged, as alleged herein.

131. Plaintiff and Class members reasonably and actually relied upon Defendant's representations, omissions and concealments. Such reliance may also be imputed, based upon the materiality of Defendant's wrongful conduct.

132. Based on such reliance, Plaintiff and Class members purchased tile products from Defendant and, as a result, suffered and will continue to suffer damages and economic loss in an amount to be proven at trial.

133. Had Plaintiff and the Class been aware of the true nature of Defendant's business practices, they would not have purchased tiles products from Defendant.

134. Defendant's acts and misconduct, as alleged herein, constitute oppression, fraud and/or malice entitling Plaintiff and the Class to an award of punitive damages to the extent allowed in an amount appropriate to punish or to set an example of Defendant so as to deter future similar conduct on the part of Defendants and others.

135. Plaintiff and the Class are entitled to damages and injunctive relief as claimed below.

**ELEVENTH CLAIM FOR RELIEF
(Negligent Misrepresentation)
(All Classes)**

136. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

137. During the Class period, Defendant negligently and/or recklessly misrepresented, omitted and concealed from consumers material facts relating to the quality of their tiles and their warranty process.

138. Defendant has a duty to disclose to Plaintiff and the Class members the actual quality of their tile products and the true nature of their warranties.

139. The misrepresentations, omissions and concealments complained of herein were negligently or recklessly made to potential customers and the general public on a uniform and market-wide basis. As a direct and proximate result of these misrepresentations, omissions and concealments, Plaintiff and the Class members have been damaged, as alleged herein.

140. Plaintiff and Class members reasonably and actually relied upon Defendant's representations, omissions and concealments. Such reliance may also be imputed based upon the materiality of Defendant's wrongful conduct.

141. Based on such reliance, Plaintiff and Class members purchased tile products from Defendant and, as a result, suffered and will continue to suffer damages and economic loss in an amount to be proven at trial.

142. Had Plaintiff and the Class been aware of the true nature of Defendants' business practices, they would not have purchased tile products from Defendant.

143. Defendants' acts and misconduct, as alleged herein, constitute oppression, fraud and/or malice entitling Plaintiff and Class members to an award of punitive damages to the extent allowed in an amount appropriate to punish or to set an example of Defendant so as to deter future similar conduct on the part of Defendant and others.

144. Plaintiff and Class members are entitled to damages and injunctive relief as claimed below.

**TWELFTH CLAIM FOR RELIEF
(Declaratory and Injunctive Relief)
(All Classes)**

145. Plaintiff re-alleges and incorporates by reference each of the paragraphs above.

146. Plaintiff, on behalf of herself and putative Class members, seeks a Court declaration of the following:

- a. All Defendant's tiles manufactured from 2003 until the present have defects which cause them to chip, flake, crack and scratch, resulting in

damage to property and the necessity of the removal and replacement of the tiles;

- b. All Defendant's tiles manufactured from 2003 until the present have a defect in workmanship and material that causes failures;
- c. Defendant knew of the defects in their tiles and that the limitations contained in the warranties are unenforceable;
- d. Defendant shall re-audit and reassess all prior warranty claims on their tiles, including claims previously denied in whole or in part, where the denial was based on warranty or other grounds; and
- e. Defendants shall establish an inspection program and protocol to be communicated to Class members, which will require Defendant to inspect, upon request, a Class member's structure to determine whether a tile failure is manifest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this case be certified and maintained as a class action and for judgment to be entered upon Defendant as follows:

- 1. For economic and compensatory damages on behalf of Plaintiff and all members of the Class;
- 2. For restitution;
- 3. For actual damages sustained or treble damages;
- 4. For punitive damages, as otherwise applicable;

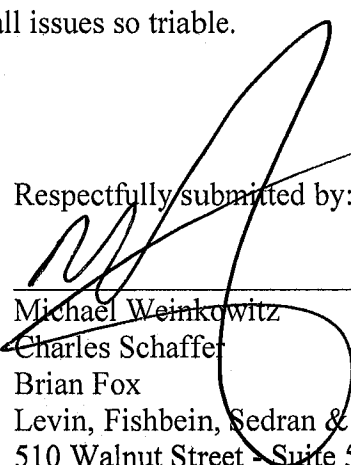
5. For injunctive and declaratory relief, as claimed herein;
6. For reasonable attorneys' fees and reimbursement of all costs for the prosecution of this action; and
7. For such other and further relief as this Court deems just and appropriate.

JURY TRIAL DEMANDED

Plaintiff demands a trial by jury on all issues so triable.

Dated: December 20, 2013

Respectfully submitted by:



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Charles Schaffer
Brian Fox
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JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

ROBIN MINOR, on behalf of herself and all others similarly situated,

DEFENDANTS

CONGOLEUM CORPORATION

(b) County of Residence of First Listed Plaintiff Prince Georges Co., MD
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Mercer Co., NJ
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, Email and Telephone Number)
Levin, Fishbein, Sedran & Berman, 510 Walnut Street, Suite 500,
Philadelphia, PA 19106 (215) 592-1500
mweinkowitz@lfsblaw.com; cschaffer@lfsblaw.com

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input checked="" type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
NJ Consumer Fraud Act: N.J.S.A. Sections 56.8-1, et seq.; MD Consumer Protection Act: Md. Code Ann 13-101
 Brief description of cause:
Consumer Class Action/Breach of Warranty

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
 DEMAND \$ In excess of \$5,000,000
 CHECK YES only if demanded in complaint:
 JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

EXHIBIT A



Consumer Flooding Guide
Main Resource for VW and VWafrainity Information

Congoleum

Caring for Your Floor

Immediately After Installation

- Keep traffic to a minimum during the first 24 hours to allow the adhesive to harden. Then open to light foot traffic only for the next 24 hours. Resume normal traffic after 48 hours.
- Protect and do not disturb the sealed seams on your resilient sheet flooring for at least 16 hours after seam sealer application to ensure a proper seam bond.
- Furniture should not be placed on the floor for 24 hours so the adhesive (and grout, if applicable), have adequate time to dry.
- **Always** move heavy furniture and appliances with care to avoid gouging or tearing the floor. First, lay strips of plywood or hardboard panels on the floor. Then roll, "walk" or slide these items on the strips. Do not push or pull appliances and heavy furniture without taking these precautions.
- Wash your floor using Congoleum Bright 'N Easy No-Rinse Cleaner or other suitable floor cleaner 48 hours after installation.

Caution: Resilient flooring, like other types of smooth floors, can become slippery when wet. Allow time for the floor to dry after washing. Immediately wipe up wet areas from spills or wet feet. Place mats at outside entrances to prevent water, snow or ice from being tracked onto your floor. Improper polishes or finishes can cause the floor to become slippery.

- Immediately after the installation of a Connections floor:
 - Keep the room temperature between 65° and 85°F for at least 48 hours after installation. Maintain the room temperature between 55° and 85°F thereafter.
 - Do not wash or scrub Connections flooring for at least 5 days after installation. This allows the adhesive bond to develop by preventing moisture and cleaning agents from interfering with the bonding process. Spot cleaning is acceptable, but do not apply excess moisture or cleaning solution.

Preventative Care

- Make sure furniture legs have large surface, nonstaining floor protectors. Replace small, narrow metal or dome-shaped glides with smooth, flat glides, that are flat on the floor. Glides should be equipped with self-adhesive felt pads to avoid scratching the surface of the floor. The pads should be checked periodically for grit and wear and replaced when necessary.
- Heavy furniture or appliances should be equipped with flat, nonstaining composition furniture casters or cups of appropriate size - available square from 1 1/2" to 2 5/8" and round from 1 3/8" to 1 5/8".
- Moveable appliances and furniture should be equipped with easily swiveling casters. They should be at least 2" in diameter with nonstaining hard rubber treads with a minimum 3/4" flat surface width. Do not use ball-shaped casters.
- Place mats at outside entrances to prevent dirt, grit and soil from being tracked onto your floor. Use 100% latex-backed mats (labeled nonstaining), because some rubber-backed mats or carpets may permanently discolor your floor.
- To help prevent staining from asphalt tracking, we recommend the use of a latex-based driveway sealer.
- Draw drapes and blinds during peak periods of strong sunlight. Flooring, like other home furnishing products, may discolor or fade when over-exposed to the sun.
- Heat-producing appliances such as a refrigerator or range, or hot air registers emitting a direct flow of heat in excess of 120° F, even intermittently, can scorch, burn, discolor or fade your floor. Cigarettes, matches and other very hot objects can also damage your floor.
- Avoid wearing stiletto or spiked heels on your floor. These types of heels can indent or damage many types of floors.

- DO NOT USE STEAM CLEANERS on Congoleum Floors, they can permanently damage the floor.

Regular Care (all products)

- Sweep or vacuum regularly to remove dirt and grit that can abrade, dull or scratch your floor. Do not use a vacuum with a beater brush, because it may damage the floor's surface.
- Wipe up spills promptly with a damp cloth or mop.
- For a more thorough cleaning, wash your floor with Congoleum Bright 'N Easy No-Rinse Cleaner or other suitable, non-detergent based resilient floor cleaner.

Caution: Avoid one-step "mop and polish" products, dishwashing liquids and oil-based cleaners. These may leave a residue which can attract dirt and dull your floor's finish. Avoid cleaners that contain abrasives or solvents which may permanently damage your floor.

- Remove excess water after washing the floor.
- A copolymer or acrylic grout sealer compatible with acrylic grouts may be used on DuraCeramic Grout. Do not use a penetrating silicone sealer on the grout.
- The gloss level may change over time depending on the amount of traffic, care, and maintenance the floor receives. To restore the appearance, first use Congoleum Bright 'N Easy Polish Remover to remove any ground-in dirt and excess polish buildup. Rinse thoroughly. Then apply Congoleum Bright 'N Easy Floor Polish (03002) to obtain a high-gloss finish or Congoleum Bright 'N Easy Satin-Gloss Floor Polish (03007) to obtain a satin-gloss or natural-gloss finish. Do not apply polish to Ultima, DuraCeramic®, DuraCeramic Dimensions®, AirStep Advantage®, AirStep Evolution® or AirStep Plus®.

Care for Alternatives, Choices and CX Series

These products **require** a polish to seal and protect the color and design. A minimum of two coats of polish for residential use and three to five coats for commercial use is required.

Initial Residential Maintenance

After the floor has been installed and the adhesive has dried (48 hours), initial maintenance **MUST BE** performed on your Alternatives, Choices or CX Series floor. If these instructions are not followed, permanent staining may occur.

- Sweep or vacuum the floor to remove loose dirt.
- If needed, after installation use lighter fluid applied with a clean cloth to remove scuff marks and adhesive residue. Keep traffic off treated area for 30 minutes.

Caution: Lighter fluid is a flammable solvent. Carefully read and follow cautionary information on label.

- Wash the floor with Congoleum Bright 'N Easy No-Rinse Cleaner or other suitable resilient floor cleaner. Be sure it is thoroughly dry before applying polish.
- Apply a minimum of two coats of Congoleum Bright 'N Easy Floor Polish to seal and protect the floor.

Regular Maintenance

- Follow the general maintenance tips.
- Apply additional coats of polish as needed.

Periodic Maintenance

- Periodically, it will be necessary to remove polish buildup. Use Congoleum Bright 'N Easy Polish Remover, following label instructions. Rinse well and allow to dry before re-applying polish.
- Each time the polish is stripped, apply a minimum of two coats of Congoleum Bright 'N Easy Floor Polish to reseal and protect the floor.

How to Treat Stains, Spills and Scuffs

Follow the remedies in order. Unless instructed otherwise, use a clean, white cloth or towel with the recommended liquids. Always rinse the affected area with clean water after treatment.

Stains and Spills

Acids, Alkalies	Dye, Dye Markings	Iodine, Mercurochrome
Blood	Food, Candy	Rust†
Ketchup, Mustard	Fruit and Fruit Juices	Urine, Excrement
Cleaners, Strong Soaps	Grass	Vomit

Paint and Solvent Spills

Dry Cleaning Fluids	Nail Polish	Wood Stains
Lacquer	Solvents	Varnish
Latex Paints	Oil-Based Paints	

Substances That Won't Wipe Up

Adhesives	Oil	Candle Wax
Asphalt	Grease	Tar
Chewing Gum		

Scuffs and Smudges

Rubber Heel Marks	Scuffs
Shoe Polish	Smudges

Remedy

- Scrub area with Congoleum Bright 'N Easy No-Rinse Cleaner full strength.
- Rub the area with a 10 to 1 dilution of water to liquid bleach.
- Rub the area with isopropyl alcohol*.
- † If rust stain does not respond, use lemon juice or a cream of tartar solution.

Remedy

- If substance is dry, gently peel it from the floor. (Avoid sharp instruments that could scratch the floor.)
- Scrub area with Congoleum Bright 'N Easy No-Rinse Cleaner.
- Rub lightly with mineral spirits or paint thinner*.

Remedy

- Carefully remove excess with a dull kitchen knife.
- Scrub area with Congoleum Bright 'N Easy No-Rinse Cleaner.
- Rub lightly with mineral spirits, isopropyl alcohol* or lighter fluid*.

Remedy

- Scrub area with Congoleum Bright 'N Easy No-Rinse Cleaner.
- Rub lightly with isopropyl alcohol* or lighter fluid*.

Caution: Isopropyl alcohol, lighter fluid, mineral spirits and paint thinner are flammable solvents. Carefully read and follow cautionary information on label. Keep traffic off treated area for 30 minutes.*

Congoleum Residential Limited Warranties

LIFELONG Limited Warranty

Products Covered: DuraCeramic, DuraCeramic Dimensions and Structure

The Lifelong Limited Warranty means that your new floor:

	Warranty Period
• will not wear out	Lifelong
• will be free of manufacturing defects	Lifelong
• will not fade	Lifelong
• will not stain	Lifelong

DuraCeramic and DuraCeramic Dimensions featuring Scotchgard™ Protector provides these additional warranty provisions:

	Warranty Period
• will be easy to clean	15 Years
• will repel dirt and grime	15 Years

The Lifelong Limited Warranty provision covers material for the period of the warranty and reasonable labor costs for five years if professional installation was paid for when the original floor was installed.

See the Five-Year Commercial Limited Warranty for DuraCeramic and DuraCeramic Dimensions installed in light commercial applications.

See the Ten-Year Commercial Limited Warranty for Structure installed in commercial applications.

★★★★★ FIVE-STAR Limited Warranty

Product Covered: Ultima

The Five-Star Limited Warranty means that your new floor:

	Warranty Period
• will not wear out	Lifelong
• will be free of manufacturing defects	Lifelong
• will not stain including stains from asphalt tracking, rubber-backed mats and common household items	25 Years

• will not permanently scuff from shoe soles including sneakers	25 Years
• will not fade or discolor from heat or sunlight	25 Years
• will not discolor from mold, mildew or alkali	25 Years
• will not gouge, rip or tear from normal use	25 Years
• will not permanently indent when proper floor protectors are used	25 Years

Ultima featuring Scotchgard™ Protector provides these additional warranty provisions:

	Warranty Period
• will be easy to clean	15 Years
• will repel dirt and grime	15 Years

The **Five-Star Limited Warranty** provision covers material for the period of the warranty and reasonable labor costs for five years if professional installation was paid for when the original floor was installed.

★★★★ FOUR-STAR Limited Warranty

Product Covered: Flor-Ever Plus

The Four-Star Limited Warranty means that your new floor:

	Warranty Period
• will not wear out	Lifelong
• will be free of manufacturing defects	Lifelong
• will not stain including stains from asphalt tracking, rubber-backed mats and common household items	10 Years
• will not gouge, rip, tear or indent from normal use	10 Years
• will not permanently scuff from shoe soles including sneakers	10 Years
• will not discolor from mold, mildew or alkali	10 Years

The **Four-Star Limited Warranty** provision covers material for the period of the warranty and reasonable labor costs for five years if professional installation was paid for when the original floor was installed.

See the Five-Year Commercial Limited Warranty for Flor-Ever Plus installed in light commercial applications.

A AAA THREE-STAR LIMITED WARRANTY**Products Covered: Endurance Plank, Endurance Tile, Fast Track and Pacesetter**

The Three-Star Limited Warranty means that your new floor:

	Warranty Period
• will not wear out	12 Years
• will be free of manufacturing defects	12 Years
• will not stain including stains from asphalt tracking, rubber-backed mats and common household items	10 Years
• will not gouge, rip, tear or indent from normal use	10 Years
• will not permanently scuff from shoe soles including sneakers	10 Years
• will not discolor from mold, mildew or alkali	10 Years

The **Three-Star Limited Warranty** provision covers material for the period of the warranty and reasonable labor costs for five years if professional installation was paid for when the original floor was installed.

A AA TWO-STAR LIMITED WARRANTY**Products Covered: Alternatives, Choices, and CX Series**

The Two-Star Limited Warranty means that your new floor:

	Warranty Period
• will not wear out	10 Years
• will be free of manufacturing defects	10 Years
• will not discolor from mold, mildew or alkali	5 Years

The **Two-Star Limited Warranty** provision covers material for the period of the warranty and reasonable labor costs for five years if professional installation was paid for when the original floor was installed.

See the Five-Year Commercial Limited Warranty for Alternatives, Choices, and CX Series installed in commercial applications.

A ONE-STAR LIMITED WARRANTY**Products Covered: Prelude and Alpha**

The One-Star Limited Warranty means that your new floor:

	Warranty Period
• will not wear out	5 Years
• will be free of manufacturing defects	5 Years
• will not stain from asphalt tracking	5 Years
• will not gouge, rip, tear or indent from normal use	5 Years
• will not discolor from mold, mildew or alkali	5 Years

The **One-Star Limited Warranty** provision covers material for the period of the warranty and reasonable labor costs for years one through three if professional installation was paid for when the original floor was installed. After three years and through five years, the warranty covers material only; labor will not be paid.

25-YEAR RESIDENTIAL LIMITED WARRANTY**Product Covered: Connections**

The 25-Year Residential Limited Warranty means that your new floor:

	Warranty Period
• will not wear out	25 Years
• will be free of manufacturing defects	25 Years
• will not fade	25 Years
• will not stain	25 Years

The **25-Year Residential Limited Warranty** provision covers material for the period of the warranty and reasonable labor costs for five years if professional installation was paid for when the original floor was installed.

See the Five-Year Commercial Limited Warranty for Connections installed in light commercial applications.

20-YEAR RESIDENTIAL LIMITED WARRANTY**Product Covered: Ovations**

The 20-Year Residential Limited Warranty means that your new floor:

	Warranty Period
• will not wear out	20 Years
• will be free of manufacturing defects	20 Years
• will not fade	20 Years
• will not stain	20 Years

The **20-Year Residential Limited Warranty** provision covers material for the period of the warranty and reasonable labor costs for five years if professional installation was paid for when the original floor was installed.

10-YEAR RESIDENTIAL LIMITED WARRANTY**Product Covered: Carefree Plank**

The 10-Year Residential Limited Warranty means that your new floor:

	Warranty Period
• will not wear out	10 Years
• will be free of manufacturing defects	10 Years

The **10-Year Residential Limited Warranty** provision covers material for the period of the warranty and reasonable labor costs for five years if professional installation was paid for when the original floor was installed.

See the Five-Year Commercial Limited Warranty for Carefree Plank installed in light commercial applications.

5-YEAR COMMERCIAL LIMITED WARRANTY**Products Covered: Alternatives, Choices, CX Series, DuraCeramic, DuraCeramic Dimensions, Flor-Ever Plus, Connections and Carefree Plank**

The Five-Year Commercial Limited Warranty means that your new floor:

	Warranty Period
• will be free of manufacturing defects	5 Years
• will not discolor from mold, mildew or alkali	5 Years

The **Five-Year Commercial Limited Warranty** provision covers material for the warranty period and reasonable labor costs during year one if professional installation was paid for when the original floor was installed. For years two through three, the warranty covers material and 50% of reasonable labor costs if professional installation was paid for when the original floor was installed. After the third year the warranty covers material only; labor will not be paid.

10-YEAR COMMERCIAL LIMITED WARRANTY**Product Covered: Structure**

The Ten-Year Commercial Limited Warranty means that your new floor:

	Warranty Period
• will be free of manufacturing defects	10 Years
• will not discolor from mold, mildew or alkali	10 Years

The **Ten-Year Commercial Limited Warranty** provision covers material for the warranty period and reasonable labor costs during year one if professional installation was paid for when the original floor was installed. For years two through three, the warranty covers material and 50% of reasonable labor costs if professional installation was paid for when the original floor was installed. After the third year the warranty covers material only; labor will not be paid.

AirStep Limited Warranties

AirStep Limited Warranties include the AirStep Extended Lifelong Limited Warranty, the AirStep Lifelong Limited Warranty, the AirStep 20-Year Limited Warranty and the AirStep 10-Year Limited Warranty.

Products Covered: AirStep Advantage, AirStep Evolution, AirStep Plus and AirStep Basix.

The AirStep Limited Warranties mean that your new floor:

WARRANTY PERIOD

	AirStep Advantage	AirStep Evolution	AirStep Plus	AirStep Basix
• will not wear out	Lifelong	Lifelong	20 years	10 years
• will be free of manufacturing defects	Lifelong	Lifelong	20 years	10 years
• will not stain including stains from asphalt tracking, rubber-backed mats and common household items	Lifelong	25 Years	20 Years	10 years
• will not permanently scuff from shoe soles including sneakers	Lifelong	25 years	20 years	10 years
• will not fade or discolor from heat or sunlight	Lifelong	25 years	20 years	10 years
• will not discolor from mold, mildew or alkali	Lifelong	25 years	20 years	10 years
• will not gouge, rip or tear from normal use	Lifelong	25 years	20 years	10 years
• will not permanently indent when proper floor protectors are used	Lifelong	25 Years	20 Years	10 years

AirStep products featuring Scotchgard™ Protector provide these additional warranty provisions:

* AirStep products featuring Scotchgard™ Protector include AirStep Advantage, AirStep Evolution and AirStep Plus

• will be easy to clean	15 years	15 years	15 years	—
• will repel dirt and grime	15 years	15 years	15 years	—

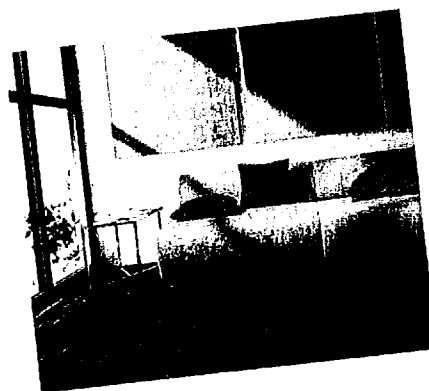
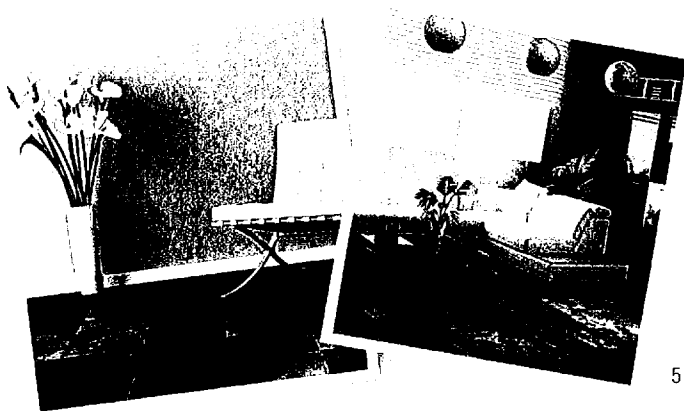
Correct installation practices must be followed to ensure a trouble-free installation. While installation errors are the responsibility of your flooring installer and not covered by Congoleum's warranty, if the flooring is correctly installed following all guidelines in the AirStep Installation Instructions, your AirStep Advantage, AirStep Evolution, AirStep Plus and AirStep Basix floor will be warranted:

1. Not to curl	20 Years	20 Years	20 Years	10 Years
2. Not to open at seams	20 Years	20 Years	20 Years	10 Years
3. Not to buckle	20 years	20 Years	20 Years	10 Years
4. Not to release over joints in underlayment panels	20 years	20 Years	20 Years	10 Years

The conditions 1, 2, 3, and 4 above will be warranted as long as the flooring is installed in an occupied residence that maintains a temperature range of 55° to 100° F. Any of the above conditions will not be covered if caused by job site environmental conditions in new construction or renovation work.

The **AirStep Extended Lifelong, AirStep Lifelong and AirStep 20-Year Limited Warranty** provisions cover material for the period of the warranty and reasonable labor costs for five years if professional installation was paid for when the original floor was installed.

The **AirStep 10-Year Limited Warranty** provision covers material for the period of the warranty and reasonable labor costs during years one through two if professional installation was paid for when the original floor was installed. For years three through five, the warranty covers material and 50% of reasonable labor costs if professional installation was paid for when the original floor was installed. After the fifth year, the warranty covers material only; labor will not be paid.



General Warranty Information

All Congoleum Residential and Commercial Flooring Warranties:

- Cover only first quality materials purchased after May 1, 2013.
- Are not transferable.
- Apply to normal residential applications only. The Five-Year Commercial Limited Warranty applies if the product is used in a commercial application.
- For a floor to "wear out" is defined as the absence of the wearlayer and printed design due to normal household use. Scratching is not "wear out".
- "Permanent scuff marks" is defined as non-removable marks made on the surface of the wearlayer by shoe soles. Loss of gloss, scratches and dulling are not considered scuffs and are excluded.
- If covered under these warranties, only one replacement floor will be provided for discoloration from mold, mildew and alkali, staining, wear out, fading, scuffing, rips, tears or gouges. The replacement floor will not be warranted against future mold, mildew and alkali, staining, wear out, fading, scuffing, rips, tears or gouges.
- Products covered with an indent warranty will only be covered if adequate furniture floor protectors are used. The size of the protector should be in proportion to the weight of the furniture; the heavier the item, the wider the floor protector should be.

Exclusions ...What Is Not Covered

- Problems due to improper installation, non-recommended subflooring or improper subfloor preparation, improper floor care and installation products, or failure to follow maintenance recommendations.
- Change of gloss level, dulling, scratching, cutting, chipping, breakage or grout staining.
- Problems due to accidents, abuse, or improper usage. Some examples are: damage from moving appliances or sliding of furniture without adequate protection, rolling casters on furniture, appliance and plumbing leaks, rotating beater bars on vacuum cleaners, damage caused by heat from steam cleaning devices, dropping of heavy or sharp objects, and damage or discoloration from burns or fire.
- Problems due to extreme temperatures or fading from sunlight.
- Problems due to installation in unheated rooms.
- Color or design variations from samples and literature.
- Problems due to excessive moisture or water leaks and floods.
- Damage occurring during renovation or construction.
- Use of floor mats that are not labeled "nonstaining".
- Labor on non-professionally installed floors or material that is professionally installed with obvious visible defects.
- Seam separation

Unless specifically stated as being covered in these warranties, the following items are not covered.

- Permanent scuffs.
- Stains or discoloration.
- Rips, tears, gouges, or indentations.

Warranty Remedy

If your Congoleum floor fails to perform under the conditions of the applicable limited warranty within the warranty period, Congoleum will at its option repair the defective area(s) or supply new Congoleum material of the same color,

design, and grade, if available; if unavailable or discontinued, Congoleum reserves the right to select and supply similar Congoleum materials. After corrective action is taken on an existing defect, you will continue to receive warranty coverage for the remaining period of your original warranty unless indicated otherwise.

How to Make A Claim

If you find a defect or other matter covered by any of the limited warranties described previously, the retailer who sold the floor covering material should be notified in writing promptly and must be supplied proof-of-purchase.

The correspondence with the retailer should include the product purchased, the amount purchased, installation costs (if applicable) and the date of purchase. If necessary, the retailer will then notify a Congoleum representative who will review the claim or arrange for inspection of the floor. The normal time period for review or inspection after the claim has been filed with Congoleum is within 60 days.

If you are unable to contact your retailer, write to us at: Congoleum Corporation, Dept. C, 3500 Quakerbridge Road, P.O. Box 3127, Mercerville, NJ, 08619, USA. Proof of purchase must be provided with correspondence.

Consequential Or Incidental Damages

Congoleum excludes and will not pay consequential or incidental damages under these limited warranties. By this we mean that Congoleum will not cover or pay for any loss, expense, or damage other than to the flooring itself that may result from a defect in the flooring. Some examples of consequential or incidental damages are: replacement of subfloors, trim moldings, disconnecting/reconnecting appliances or fixtures, or moving of furniture. If flooring was installed in a commercial application, this means that Congoleum will not cover or pay for any loss, expense, damage or loss of profit arising from inability to use the floor or premises because of a defect in the flooring.

Implied Warranties

There are no implied warranties, including warranties of merchantability and fitness for a particular use, extending beyond the limited warranties available under this plan.

Please Note: Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply.

Your Legal Rights

These limited warranties give you specific legal rights and you may also have other rights which vary from state to state, except for these other rights, the remedies provided in the above warranties state the limit of Congoleum Corporation's responsibility.

No representative, employee, or agent of Congoleum is authorized to modify or change the limited warranties as stated herein.

Contact Us

If you have any questions regarding your new Congoleum floor, need additional maintenance information or require any other assistance, please call Congoleum Consumer Information at 609-584-3000, Monday through Friday, 8:30 a.m. to 5:00 p.m. EST, or visit our website at www.congoleum.com. **Thank you for choosing Congoleum.**

3500 Quakerbridge Road, PO Box 3127
Mercerville, NJ 08619-0127 • www.congoleum.com



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