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**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

JOHN WILLIAMS,
Individually and On Behalf of
All Others Similarly Situated,

Plaintiff,

v.

JOHNSON PREMIUM
HARDWOOD FLOORING
INC.,

Defendant.

CASE NO.

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiff, John Williams (“Plaintiff” or “Williams”), individually and on behalf of all others similarly situated, by and through his attorneys, alleges on personal knowledge as to all facts related to himself and upon information and belief as to all other matters, as follows:

PRELIMINARY STATEMENT

1. This is a class action lawsuit brought by Plaintiff, and on behalf of a nationwide class of individuals who purchased a Samoan Mahogany wood flooring product (“Samoan Mahogany” or the “Product”) from Defendant, Johnson Premium Hardwood Flooring Inc. (“Johnson” or “Defendant”). Contrary to Defendant’s representations and advertisements, the Samoan Mahogany is not

1 Mahogany at all, but is instead a different hardwood with a different molecular
2 composition. Plaintiff seeks to redress the pervasive pattern of fraudulent,
3 deceptive, false and otherwise improper advertising, sales and marketing practices
4 that Defendant continues to engage in regarding its Product. As more fully alleged
5 herein, Defendant's schemes or artifices to defraud Plaintiff and other members of
6 the proposed Classes have consisted of systemic and continuing practices of
7 disseminating false and misleading information via Internet websites, point of
8 purchase materials, labeling, naming and the packaging of the Product, all of
9 which is intended to induce unsuspecting consumers, including Plaintiff and other
10 members of the proposed Class, into purchasing millions of dollars worth of the
11 Product, which is marketed, advertised, warranted and sold by Defendant.

12 2. Plaintiff brings this action to obtain redress for those who have
13 purchased the Product. Plaintiff alleges violations of the California Consumers
14 Legal Remedies Act, Civil Code § 1750, *et seq.* ("CLRA"), Unfair Competition
15 Law, California Business and Professions Code § 17200, *et seq.* ("UCL"), False
16 Advertising Law, California Business and Professions Code, § 17500, *et seq.*
17 ("FAL") and unjust enrichment, and, in the alternative, for violations of the New
18 Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1, *et seq.*

19 **JURISDICTION AND VENUE**

20 3. This Court has original jurisdiction of this action under the Class
21 Action Fairness Act of 2005. The amount in controversy exceeds the sum or value
22 of \$5,000,000, exclusive of interest and other costs, and there is minimal diversity
23 because certain members of the Class are citizens of a different state than any
24 defendant, as required by 28 U.S.C. § 1332(d)(2).

25 4. Venue is appropriate in this District pursuant to 28 U.S.C. § 1391(b)
26 because Johnsons' principal place of business is in City of Industry, California,
27 and a substantial portion of the events and conduct giving rise to the violations
28 alleged in this Complaint occurred in this District.

THE PARTIES

5. Plaintiff, a resident and citizen of Williamstown, Gloucester County, in the State of New Jersey, purchased Johnson's Samoan Mahogany Toffee Floor in or around April 2013. Plaintiff's Declaration pursuant to Cal. Civ. Code §1780(c) is attached hereto as Exhibit "A."

6. Johnson is a California corporation that is licensed to and doing business in California and throughout the United States. Johnson is, therefore, a citizen of the State of California, with its principal place of business located in City of Industry, California. At all relevant times, Johnson promoted, marketed, distributed, and/or sold the Product throughout the United States and California.

STATEMENT OF FACTS

What Is Samoan Mahogany?

7. Johnson advertises that it produces high quality flooring that is selectively harvested from countries all around the world.

8. Also, according to the Company's website:

Johnson Hardwood is one of the leading manufacturers of premium hardwood flooring with distribution to the United States and Canada. We produce on-trend, high-demand flooring options by sourcing durable hardwood species from around the globe. Our products are recognized for their affordability and superior quality. Plus, we offer the highest standards of worry-free floors in the industry being CARB II and Lacey Act compliant. Each flooring plank is precision milled, hand crafted, and hand stained to produce an exquisite product. Johnson Hardwood floors are manufactured with the greatest care and backed by a warranty that assures complete satisfaction.

The Johnson Hardwood manufacturing process starts by sourcing wood species with grain patterns that flooring customers are looking for. Color and wood specie trends are researched by our product development team to create natural looking premium hardwood flooring options for our customers. From contemporary to traditional and dark wood to natural colors, we keep our customer interior design needs in mind by providing a wide variety of flooring options.

Whether exotic or domestic, Johnson Hardwood travels the globe in search of unique grain patterns, durable woods,

and responsibly harvested trees. Harvested wood is cut into planks and hand carved for a custom floor look. Wood planks are then hand stained to ensure even coloring while allowing the natural wood color variation to come through. The finished product has the look of a custom hardwood floor while at an affordable price. Johnson Hardwood adheres to anti-dumping and sustainable tree harvesting practices with a commitment to preserving forest ecosystems.

<http://www.johnsonhardwood.com/about.html>

9. However, the use of the name “mahogany” does not mean that the wood really is Mahogany.

10. Mahogany flooring is some of the most popular and sought-after flooring available, partly because of the aesthetic appeal it brings to a home and partly because it had been one of the easiest woods to obtain. It is also extremely durable, making it a smart investment for homeowners who do not want to have to routinely fix or replace their flooring. However, due to its rising popularity, Mahogany has become increasingly difficult to find. Given the popularity of the wood and the difficulty of finding it, it is not surprising that many woods that have become available for sale have no botanical relation to Mahogany or the Mahogany family, yet have a trade name that includes the word “mahogany.” These fake mahogany products may share similar appearances to actual Mahogany, but that is all they share.

11. According to Defendant, “The Johnson Hardwood Samoan Mahogany series is a solid hardwood flooring option that comes in two separate width lengths seen here in 3-5/8 inch width and Toffee stain for a uniquely designed floor.” <http://www.johnsonhardwood.com/products/samoan-mahogany/samoan-mahogany-toffee.html>.

12. Also according to Defendant, the “Samoan Mahogany” has a Janka Hardness Rating of 1400, and its “Santos Mahogany” product has a rating of 2200. The Janka Hardness test measures the resistance of a sample of wood to denting and wear. It measures the force required to embed an 11.28mm (.444 in) steel ball

1 into wood to half the ball's diameter. This method leaves an indentation. A
2 common use of Janka hardness ratings is to determine whether a species is suitable
3 for use as flooring.

4 13. Defendant's so-called "Samoa Mahogany" is not really related to
5 actual Mahogany, nor is it even in the same family of wood. Samoa Mahogany is
6 not a scientific name, but exists only for marketing and promotion. It is not as
7 hard as Mahogany and does not have the same structure.

8 14. Defendant was and is aware of the fact that the Samoa Mahogany
9 Product that it markets and sells is not actually Mahogany. Although Defendant
10 was aware of this material fact, it nevertheless has, and continues to, make false
11 and misleading representations to consumers, including Plaintiff, about the
12 Product.

13 15. As a result, Defendant's claims regarding the Product are deceptive
14 and misleading. Had Plaintiff and the other members of the proposed Class been
15 aware of the truth, they would not have purchased the Product.

16 **Facts Common to Plaintiff and the Classes**

17 16. Williams wanted a Mahogany floor and all of its attributes. While
18 shopping for flooring, he saw the name and labeling on the Product. The name
19 and label convinced him to buy what he thought was Mahogany flooring. Thus,
20 in reliance on the marketing, labeling and advertising of the Product, which
21 claimed that the Product was Mahogany, he purchased multiple boxes of 3/4" x 3
22 5/8" Samoa Mahogany, Toffee, Item # S-SAMT090-V, from Quality Carpets,
23 Inc. in Glassboro, New Jersey. Plaintiff paid \$4,480 for the Product and its
24 installation in a 450-square foot area.

25 17. The name and labeling of the Product were made by Defendant.
26 Reasonably relying on the claims made in the Product name and label, Plaintiff
27 purchased the Product. Plaintiff reasonably expected that the Product was
28 Mahogany, as named, advertised and sold. However, after purchase and upon

1 close inspection of the Product, it was much softer than Plaintiff believed
 2 Mahogany to be and it did not appear to actually be Mahogany.

3 18. Plaintiff purchased the Product only because he believed it to be
 4 Mahogany and would not have purchased it if he had known that, in truth, it was
 5 not Mahogany.

6 19. Plaintiff's experience mirrors those of numerous other purchasers of
 7 the Product and there are numerous references to the fact that the Product is
 8 labeled and sold as "Mahogany" when, in fact, it is not. Other consumers have
 9 made the following representative complaints about the Product:

10 I was looking for a tropical hardwood with a great deal of
 11 color consistency (in contrast with the often sought after
 12 variation of woods like Brazilian Cherry) and after much
 13 research I settled on a prefinished product from Johnson.
 14 It was marketed under the trade name Samoan
 15 Mahogany. After first glance the product was exactly what
 16 I wanted: Wide plank, very cost effective, and prefinished
 17 with a dark stain to lend it the consistency that I wanted. In
 18 hindsight, while I've made some questionable product
 19 decisions in remodels that I've done...this leads the list.
 20 This is, without question, the worst flooring product that
 21 I've ever used. Whether it is related to the wood itself or
 22 the finish, the net effect is that this floor is so nasty soft
 23 that it's like having a floor made out of soft paper. In an 18
 24 month span, this flooring has worn worse than anything
 25 I've ever seen. Additionally, the poly finish is so cloudy
 26 that a quality shine is impossible. While I'm okay, upon
 27 occasion, in making a trade for quality versus cost I would
 28 say don't do it here. Keep shopping for a decent flooring
 product if you're looking at this one. - Randy Arndt
<http://www.hardwoodflooringtalk.com/forum/nightmare-very-soft-floor-installed-t9603.html>

22 To Jeff- you obviously know your floors! Yes, it is a
 23 Johnson floor and you are correct by surmising that our oak
 24 floor was a site finished floor. Of course I am wishing now
 25 that I went with that same product. I think that what is so
 26 upsetting for us "consumers" is that we try to educate
 27 ourselves as much as possible and it still doesn't seem like
 28 it is enough. I did an internet search on Samoan Mahogany
 and wasn't able to find much information. I made at least 2
 or 3 phone calls to various professionals and I was assured
 many times that this floor was very "hard." I realize that
 all wood dents and scratches, but I was shocked how easily
 and quickly it occurred. The distributor is sending out an
 "independent inspector" but I have a strong sense that it

will be a waste of time. At this point I simply want to know is whether I have any recourse. Do any of the flooring manufacturers give warranties covering the softness of the floor? It seems so soft that I am wondering whether the floor comes close to the “high” Janka reading that I was told about several times (I realize that it is somewhat of a marketing tool). Is there any way to check this? Thanks again for all your advice as well as your time - reinhorn5. <http://www.hardwoodflooringtalk.com/forum/nightmare-very-soft-floor-installed-t9603.html>

CLASS ACTION ALLEGATIONS

20. Plaintiff brings this action as a class action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3) seeking injunctive and other relief on behalf of himself and all other similarly situated members of the Class consisting of all persons, who purchased Samoan Mahogany within the United States not for resale or assignment.

21. Specifically excluded from the Class is Defendant, its officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint ventures, or entities controlled by Defendant, and their heirs, successors, assigns, or other persons or entities related to or affiliated with Defendant and/or their officers and/or directors, or any of them.

22. In the alternative to a nationwide Class, Plaintiff seeks to represent a sub-class (collectively, the “Class” or “Classes”) defined as: All persons who purchased Samoan Mahogany within the State of New Jersey, not for resale or assignment (“New Jersey Sub-Class”).

23. The members of the Class are so numerous that joinder of all members is impracticable. Although the exact number of members of the Classes is unknown to Plaintiff at the present time, the sales of the Product are known to Defendant and, further, Class members can easily and readily identify whether they are members of the Class by virtue of their purchases.

24. Plaintiff’s claims are typical of the claims of the members of the

1 Classes. Plaintiff and all members of the Classes purchased the Product at a
2 premium price and have sustained damages arising out of the same wrongful
3 course of conduct.

4 25. Common questions of law and fact exist as to all members of the
5 Classes and predominate over any questions solely affecting individual Class
6 members. Among the questions of law and fact common to the Classes are:

- 7 a. Whether Defendant advertised and sold the Product as Samoan
8 Mahogany;
- 9 b. Whether the Product actually is Mahogany;
- 10 c. Whether Defendant had knowledge of the fact that the Product
11 is not Mahogany before advertising and releasing the Product
12 for sale;
- 13 d. Whether Defendant made false and misleading representations
14 about the Product;
- 15 e. Whether Defendant failed to disclose material facts about the
16 Product to consumers; and
- 17 f. Whether such a failure violates statutory and common law
18 prohibitions against such conduct, as detailed more fully
19 below.

20 26. Plaintiff will fairly and adequately represent and protect the interests
21 of the members of the Classes. Plaintiff has retained counsel highly experienced
22 in complex consumer class action litigation and intends to prosecute this action
23 vigorously. Plaintiff is a member of the Classes and does not have interests
24 antagonistic to, or in conflict with, the other members of the Classes.

25 27. A class action is superior to all other available methods for the fair
26 and efficient adjudication of this controversy since, among other things, joinder of
27 all members of the Classes is impracticable. Furthermore, as the damages suffered
28 by many individual Class members may be relatively small, the expense and

1 burden of individual litigation make it virtually impossible for Class members
 2 individually to seek redress for the wrongful conduct alleged herein. Plaintiff
 3 does not foresee any difficulty in the management of this litigation that would
 4 preclude its maintenance as a class action.

5 28. The claims asserted herein are applicable to all individuals and
 6 entities throughout the United States who purchased so-called Samoan Mahogany.
 7 The State of California has sufficient state interest through a significant contact or
 8 aggregation of contacts to the claims asserted by each member of the Classes so
 9 that the choice of California law is not arbitrary or unfair.

10 29. Certification of the Class under the laws of California is appropriate
 11 because:

- 12 a. Defendant is a corporation conducting substantial business in
 13 and from California;
- 14 b. Defendant's principal place of business and corporate
 15 headquarters are located in California;
- 16 c. Decisions regarding Defendant's representations and omissions
 17 regarding the Product were made in California;
- 18 d. Defendant's marketing, promotional activities and literature, as
 19 well as its warranties, are coordinated at, emanate from and/or
 20 are developed at its California headquarters;
- 21 e. The statutory consumer protection claims asserted in this
 22 Complaint may be appropriately brought on behalf of
 23 California and out-of-state Class members; and
- 24 f. A significant number of Class members reside in the State of
 25 California.

26 30. Adequate notice can be given to Class members directly using
 27 information maintained in Defendant's records, or through notice by publication.

28 31. The Classes may be certified pursuant to Rule 23(b)(2) of the Federal

1 Rules of Civil Procedure because Defendant has acted on grounds generally
 2 applicable to the putative Classes, thereby making final injunctive relief and
 3 corresponding declaratory relief appropriate with respect to the claims raised by
 4 the Classes.

5 32. The Classes may be certified pursuant to Rule 23(b)(3) of the Federal
 6 Rules of Civil Procedure because questions of law and fact common to Class
 7 members will predominate over questions affecting individual members, and a
 8 class action is superior to all other methods for fairly and efficiently adjudicating
 9 the controversy and causes of action described in this Complaint.

10 **FIRST CAUSE OF ACTION**

11 **(Violation of Consumers Legal Remedies Act – 12 California Civil Code § 1750, *et seq.*)**

13 33. Plaintiff incorporates by reference each and every preceding
 14 paragraph as though fully set forth herein.

15 34. This cause of action is brought under the CLRA. Plaintiff and the
 16 Class are consumers as defined by California Civil Code § 1761(d), and the
 17 Samoan Mahogany constitutes goods and services within the meaning of the
 18 CLRA.

19 35. Defendant violated and continues to violate the CLRA by engaging in
 20 the following deceptive practices proscribed by California Civil Code § 1770(a) in
 21 connection with transactions intended to result in, and that did result in, the sale of
 22 the Product at issue herein to Plaintiff and members of the Class in violation of,
 23 *inter alia*, the following provisions:

- 24 a. Representing the goods and services have characteristics, uses,
 25 or benefits which they do not have (Cal. Civ. Code §
 26 1770(a)(5));
- 27 b. Representing the goods and services are a particular standard,
 28 quality, or grade if they are of another (Cal. Civ. Code §

1 1770(a)(7));

2 c. Advertising goods and services with the intent not to sell them
3 as advertised (Cal. Civ. Code § 1770(a)(9));

4 d. Representing a transaction involves rights, remedies, or
5 obligations that it does not have or involve (Cal. Civ. Code §
6 1770(a)(14)); and

7 e. Representing the goods and services have been supplied in
8 accordance with a previous representation when they have not
9 (Cal. Civ. Code § 1770(a)(16)).

10 36. Plaintiff and other Class members, in purchasing and using the
11 Product, did reasonably act in response to Defendant's above representations or
12 would have considered the omitted facts detailed herein material to their purchase
13 decision. Plaintiff and the Class have suffered damage by the wrongful acts and
14 practices of Defendant that are in violation of California Civil Code § 1781.

15 37. The representations regarding the Product, indeed the name of the
16 Product, were material to Plaintiff and members of the Class. Defendant intended
17 that Plaintiff and Class members would rely on these representations and they did,
18 in fact, rely on the representations.

19 38. Under Civil Code § 1782(a), Plaintiff provided the required 30-day
20 notice, on October 17, 2013, before filing the Complaint pursuant to Civil Code §
21 1782(d). Following receipt of the notice, Defendant refused to provide the
22 requested remedies to the Class.

23 39. Plaintiff also is entitled to recover actual or statutory
24 compensatory/monetary damages as authorized by Civil Code § 1780(a)(1) and
25 Civil Code § 1781(a)(1), restitution as applicable and authorized under Civil Code
26 § 1780(a)(3), and punitive damages as authorized by Civil Code § 1780(a)(4),
27 which are appropriate in this case in light of Defendant's knowing, intentional,
28 malicious, fraudulent and unconscionable conduct; Defendant's reckless disregard

1 of its legal obligations to Plaintiff and the members of the Classes; and/or as
2 otherwise recoverable under Civil Code § 1780(a)(4).

3 40. Plaintiff and the members of Classes also are entitled to recover
4 attorneys' fees and costs pursuant to Civil Code §§ 1780 and 1781.

5 **SECOND CAUSE OF ACTION**
6 **(False and Misleading Advertising in Violation of**
7 **California Business and Professions Code § 17500, *et seq.*)**

8 41. Plaintiff incorporates by reference each and every preceding
9 paragraph as though fully set forth herein.

10 42. Defendant's acts and practices as described herein have deceived
11 and/or are likely to deceive members of the Classes and the public. Defendant has
12 advertised and stated that the Product is a type of Mahogany wood. In reality, the
13 Product is not Mahogany and not worth the price paid by Plaintiff.

14 43. By its actions, Defendant is disseminating uniform advertising
15 concerning its products and services, which by its nature is unfair, deceptive,
16 untrue, or misleading within the meaning of the FAL. Such advertisements are
17 likely to deceive, and continue to deceive, the consuming public for the reasons
18 detailed above.

19 44. The above-described false, misleading, and deceptive advertising
20 Defendant disseminated continues to have the likelihood to deceive in that
21 Defendant has failed to disclose the true and actual grade of the Product.
22 Defendant has failed to initiate a public information campaign to alert consumers
23 of the Product's true nature, which continues to create a misleading perception of
24 the Product's characteristics.

25 45. In making and disseminating the statements alleged herein, Defendant
26 should have known its advertisements were untrue and misleading, in violation of
27 the FAL. Plaintiff and the Class members based their decisions to purchase the
28 Product in substantial part on Defendant's misrepresentations and omitted material
facts regarding the true nature of the Product. The revenues to Defendant

1 attributable to the Product sold in those false and misleading advertisements
2 amounts to substantial monies paid for the Product. Plaintiff and the Class were
3 injured in fact and lost money or property as a result.

4 46. Defendant intended for Plaintiff and Class members to rely on these
5 representations and omissions and Plaintiff and Class members consequently did
6 rely on Defendant's misrepresentations and omissions.

7 47. The misrepresentations and non-disclosures by Defendant of the
8 material facts detailed above constitute false and misleading advertising and
9 therefore constitute a violation of the FAL.

10 48. As a result of Defendant's wrongful conduct, Plaintiff and the Class
11 members request that this Court enjoin Defendant from continuing to violate the
12 FAL. Such conduct is ongoing and continues to this date. Plaintiff and the Class
13 are therefore entitled to the relief described below as appropriate for this cause of
14 action.

15 **THIRD CAUSE OF ACTION**
16 **(Unlawful, Unfair, and Fraudulent Business Practices in Violation of**
California Business and Professions Code § 17200, et seq.)

17 49. Plaintiff incorporates by reference each and every preceding
18 paragraph as though fully set forth herein.

19 50. The UCL defines unfair competition to include any "unfair,"
20 "unlawful," or "fraudulent" business act or practice.

21 51. Defendant violated, and continues to violate, the UCL by
22 misrepresenting the Product as mahogany when it knew or should have known that
23 it was not Mahogany.

24 52. By engaging in the above described acts and practices, Defendant has
25 committed an unfair business practice within the meaning of the UCL. Consumers
26 suffered substantial injury they could not reasonably have avoided other than by
27 not purchasing the Product.

28 53. Defendant's acts and practices have deceived and/or are likely to

1 deceive Class members and the public and thus constitute a fraudulent business
2 practice. Defendant uniformly advertised and named the Product as “Samoan
3 Mahogany,” despite the fact that it knew or should have known of the Product’s
4 real composition.

5 54. The acts and practices of Defendant are an unlawful business act or
6 practice because they violate, *inter alia*, California Civil Code §§ 1668, 1709,
7 1710, and 1750 *et seq.*, California Commercial Code § 2313, and California
8 Business and Professions Code § 17560.

9 55. As discussed above, Plaintiff and the members of the Classes
10 purchased the Product directly from Defendant and/or its authorized agents.
11 Plaintiff and members of the Class were injured in fact and lost money or property
12 as a result of such acts of unfair competition.

13 56. The injuries suffered by Plaintiff and Class members are greatly
14 outweighed by any potential countervailing benefit to consumers or to
15 competition. Nor are they injuries that Plaintiff and Class members should have or
16 could have reasonably avoided.

17 57. Defendant received the funds paid by Plaintiff and the members of the
18 Class. Defendant profited by misrepresenting the quality and grade of the Product
19 that it otherwise would not have sold. Defendant’s revenues attributable thereto
20 are thus directly traceable to the millions of dollars paid out by Plaintiff and the
21 Classes for the Product.

22 58. Unless Defendant is enjoined from continuing to engage in the
23 unlawful, unfair, and fraudulent business acts and practices as described herein,
24 Plaintiff and the Classes will continue to be injured by Defendant’s conduct.

25 59. Defendant, through its acts of unfair competition, has acquired money
26 from Class members. Plaintiff and the Classes request this Court to enjoin
27 Defendant from continuing to violate the UCL.

28 60. The unlawful, unfair, and fraudulent conduct described herein is

1 ongoing and continues to this date. Plaintiff and the Class, therefore, are entitled
 2 to relief described below as appropriate for this cause of action.

3 **FOURTH CAUSE OF ACTION**
 4 **(In the Alternative, On Behalf of Plaintiff and**
 5 **the New Jersey Sub-Class Only)**
 6 **(Violations of N.J.S.A. §56:8-1, *et seq.*)**

7 61. Plaintiff incorporates by reference each and every preceding
 8 paragraph as though fully set forth herein.

9 62. Plaintiff and other members of the New Jersey Sub-Class and
 10 Defendant are “persons” within the meaning of the CFA.

11 63. Plaintiff and other members of the New Jersey Sub-Class are
 12 “consumers” within the meaning of the CFA.

13 64. The Product is “merchandise” within the meaning of the CFA.

14 65. At all relevant times material hereto, Defendant conducted trade and
 15 commerce in New Jersey and elsewhere within the meaning of the CFA.

16 66. The CFA is, by its terms, a cumulative remedy, such that remedies
 17 under its provisions can be awarded in addition to those provided under separate
 18 statutory schemes.

19 67. Defendant has engaged in deceptive practices in the sale of the
 20 Product because Defendant knew that it had purposely marketed and sold the
 21 Product in a manner that made Plaintiff and reasonable consumers believe that the
 22 Product was Mahogany, when it is not.

23 68. Similarly, Defendant also failed to disclose material facts regarding
 24 the Product to Plaintiff and members of the New Jersey Sub-Class -- namely, that
 25 despite the name, it is not really Mahogany.

26 69. Defendant’s unconscionable conduct described herein included its
 27 false representations and the omission and concealment of material facts
 28 concerning the Product.

70. Defendant intended that Plaintiff and the other members of the New

1 Jersey Sub-Class rely on these acts of concealment and omissions, so that Plaintiff
2 and other Class members would purchase the Product.

3 71. The false and misleading representations were intended to, and likely
4 to, deceive a reasonable consumer.

5 72. The facts not disclosed would be material to the reasonable consumer,
6 and are facts that a reasonable consumer would consider important in deciding
7 whether to purchase the Product.

8 73. Defendant's representations and omissions were, and are, material to
9 reasonable consumers, including Plaintiff, in connection with their respective
10 decisions to purchase the Product.

11 74. Had Defendant not engaged in false and misleading advertising
12 regarding the Product, Plaintiff and other members of the New Jersey Sub-Class
13 would not have purchased the Product.

14 75. Had Defendant disclosed all material information regarding the
15 Product to Plaintiff and other members of the Class, they would not have
16 purchased the Product.

17 76. The foregoing acts, omissions and practices directly, foreseeably and
18 proximately caused Plaintiff and other members of the New Jersey Sub-Class to
19 suffer an ascertainable loss in the form of, *inter alia*, monies spent to purchase the
20 Product, and they are entitled to recover such damages, together with appropriate
21 penalties, including, but not limited to, treble damages, attorneys' fees and costs of
22 suit.

23 **FIFTH CAUSE OF ACTION**
24 **(Unjust Enrichment)**

25 77. Plaintiff incorporates by reference each and every preceding
26 paragraph as though fully set forth herein.

27 78. Defendant has benefitted from its unlawful conduct as detailed above
28 by receiving millions of dollars in revenues and profits derived from the sale of the

1 Product. Defendant appreciated the benefit of the receipt of such revenues and
2 profits.

3 79. Because Defendant was unjustly enriched and has received this
4 excessive revenue at the expense of Plaintiff and the Classes based on false and
5 misleading statements regarding the Product and its attributes, it would be
6 inequitable for Defendant to retain the benefits it gained from purchases by the
7 Plaintiff and the Classes of Defendant's Samoan Mahogany.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff, on behalf of himself and on behalf of the members
10 of the Classes defined herein, as applicable, prays for judgment and relief as
11 follows as appropriate for the above causes of action:

- 12 A. An order certifying this case as a class action and appointing Plaintiff
13 and his counsel to represent the Classes;
- 14 B. Restitution and Disgorgement of all amounts obtained by Defendant
15 as a result of its misconduct, together with interest thereon from the
16 date of payment, to the victims of such violations;
- 17 C. All recoverable compensatory and other damages sustained by the
18 Plaintiff and the members of the Classes;
- 19 D. Actual and/or statutory damages for injuries suffered by Plaintiff and
20 members of the Classes in the maximum amount permitted by
21 applicable law;
- 22 E. An Order permanently enjoining Defendant from engaging in the
23 unlawful practices, as alleged herein;
- 24 F. Statutory pre-judgment and post-judgment interest on any amounts;
- 25 G. Payment of reasonable attorneys' fees and expenses as may be
26 allowable under applicable law; and
- 27 H. Such other and further relief as the Court may deem necessary or
28 appropriate.

JURY DEMAND

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

Dated: April 25, 2014

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Exhibit A

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11 **IN THE UNITED STATES DISTRICT COURT**
12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

13 JOHN WILLIAMS,
14 Individually and On Behalf of
15 All Others Similarly Situated,

16 Plaintiff,

17 v.

18 JOHNSONS PREMIUM
19 HARDWOOD FLOORING
20 INC.,

21 Defendant.

CASE NO.

**DECLARATION OF
JOHN WILLIAMS**

22 I, John Williams, declare under penalty of perjury as follows:

23 1. I make this declaration based upon my personal knowledge except as to those
24 matters stated herein that are based upon information or belief, which I believe to be true.

25 2. I am an adult citizen of the State of New Jersey. I reside in Williamstown, New
26 Jersey, and I am a named Plaintiff in this litigation.

27 3. In or about April 2013, I purchased multiple boxes of Samoan Mahogany from a
28 dealer in Glassboro, New Jersey.

1. To the best of my knowledge, information and belief, Defendant, Johnsons
Premium Hardwood Flooring, Inc., is a California corporation with its principal place of business
and executive offices located in City of Industry, California.

