

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO:

JOAQUIN F. BADIAS, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

LUMBER LIQUIDATORS, INC.,
a Delaware Corporation,
LUMBER LIQUIDATORS LEASING, LLC,
a Delaware Limited Liability Corporation,
LUMBER LIQUIDATORS HOLDINGS, INC.;
a Delaware Corporation,
LUMBER LIQUIDATORS SERVICES, LLC,
a Delaware Limited Liability Corporation,

Defendants.

CLASS ACTION COMPLAINT

Plaintiff, Joaquin F. Badias, on behalf of himself and all other similarly situated nationwide, hereby files this Class Action Complaint against Defendants, Lumber Liquidators, Inc. a Delaware corporation (“Lumber Liquidators”), Lumber Liquidators Leasing, LLC, a Delaware corporation (“Lumber Liquidators Leasing”), Lumber Liquidators Holdings, Inc., a Delaware corporation (“Lumber Liquidators Holdings”) and Lumber Liquidators Services, LLC, a Delaware corporation (“Lumber Liquidators Services”) (collectively referred to as “Defendants”) for the purchase of Chinese wood veneer flooring containing toxic levels of formaldehyde, a known carcinogen. In support thereof, Plaintiff states as follows:

PARTIES

1. Plaintiff, Joaquin F. Badias, is a resident of Miami-Dade County, Florida who in November and December 2013 purchased from a Lumber Liquidators outlet at 8785 SW 133rd Street, in Miami-Dade County, approximately 500 square feet of St. James Collection by Dream Home laminate wood veneer flooring manufactured in China that contains toxic levels of formaldehyde, a known carcinogen (hereinafter referred to as the “Toxic Laminate Flooring”). A copy of Plaintiff’s invoice for the Toxic Laminate Flooring is attached hereto as Exhibit “A’.

2. Defendant, Lumber Liquidators, Inc. is a Delaware corporation with its principal place of business at 3000 John Deere Road, Toano, Virginia 23168. Lumber Liquidators Inc. is licensed and doing business in the State of Florida.

3. Defendant, Lumber Liquidators Leasing, LLC, is a Delaware Limited Liability Corporation with its principal place of business at 3000 John Deere Road, Toano, Virginia 23168.

4. Defendant, Lumber Liquidators Holdings, Inc. is a Delaware corporation with its principal place of business at 3000 John Deere Road, Toano, Virginia 23168.

5. Defendant, Lumber Liquidators Services, LLC, is a Delaware Limited Liability Corporation with its principal place of business at 3000 John Deere Road, Toano, Virginia 23168.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), because a member of Plaintiff class is a citizen of Florida and Defendants are citizens of Delaware or Virginia, there are certainly 100 or more class members, and the aggregate amount in controversy will exceed \$5,000,000.

7. The Court has personal jurisdiction over Defendants because a substantial portion of the alleged wrongdoing occurred in Florida. Defendants also have sufficient minimum contacts with Florida and have otherwise intentionally availed themselves of the markets in Florida through the promotion, marketing, and sale of products sufficient to render the exercise of jurisdiction by this Court permissible under traditional notions of fair play and substantial justice.

8. Venue is proper in the Southern District of Florida pursuant to 28 U.S.C. § 1391(b)(2) and (3) because a substantial part of the events or omissions giving rise to the claims at issue in this Complaint arose in this District, a substantial part of the property that is the subject of this action is situated in this District, and Defendants are subject to the Court's personal jurisdiction with respect to this action.

FACTUAL ALLEGATIONS

9. Defendants have manufactured, labeled and sold, during the Class Period, the Toxic Laminate Flooring as being compliant with “CARB regulations in the State of California.” CARB is an acronym for California Air Resources Board, an entity which has promulgated safety standards for the emission of formaldehyde for products sold in California.

10. Defendants’ laminate wood flooring is not what it purports to be. The laminated floor wood contains a dangerous level of formaldehyde gas which exceeds the “CARB regulations in the State of California” and the standards promulgated in the Toxic Substances Control Act, 15 U.S.C. 2601 et. seq. (Title VI- Formaldehyde Standards of Composite Wood Products) and is hazardous to human health.

11. Formaldehyde gas can cause cancer, asthma, chronic respiratory irritation and other ailments including skin and breathing problems. The risk of these health problems is significantly greater for children.

12. Formaldehyde is the sort of toxic substance to which people may be exposed without knowing they are at risk. Day after day, week after week, month after month, Plaintiff lives in his home, an enclosed place, where his flooring is emitting toxic cancer causing fumes.

13. As such, the Toxic Wood Flooring Defendants sold Plaintiff and other customers poses great health risks.

14. Defendants' marketing materials for the Toxic Laminate Flooring contain false and misleading information relating to compliance with California standards and designed to increase sales of the products at issue.

15. Defendants deceptively manufactured, labeled, and sold the Toxic Laminate Flooring. The Toxic Laminate Flooring, having no monetary value, is worthless.

16. Plaintiff and the Class have been damaged by Defendants' dangerous and deceptive Toxic Laminate Flooring. Plaintiff and the Class are entitled to a return of the full purchase price paid for Toxic Laminate Flooring and other damages to be proven at trial.

CLASS ACTION ALLEGATIONS

17. Plaintiff brings this action as a class action pursuant to the Federal Rule of Civil Procedure 23 on behalf of the following class:

All persons who purchased from Defendants laminated wood flooring in the United States that contains formaldehyde emissions that exceed the CARB California emissions standards, in the last three years, or depending upon discovery, an earlier date. (the "Class").

Collectively, all these persons will be referred to as "Plaintiffs" or "Plaintiff Class."

18. Excluded from the Plaintiff Class are:

- A. Defendants and any entities in which Defendants has a controlling interest;
- B. Any entities in which Defendants' officers, directors, or employees are employed and any of the legal representatives, heirs, successors or assigns of Defendants;
- C. The Judge to whom this case is assigned and any member of the Judge's immediate family;
- D. All persons or entities that properly execute and timely file a request for exclusion from the Class.

19. Plaintiff reserves the right to modify the Class definitions after discovery and at any time up to and including trial.

20. The action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of the Federal Rules of Civil Procedure Rule 23(a)(1-4) and (b)(1).

21. The Class is so numerous that the individual joinder of all its members, in this or any action, is impracticable. The exact number or identification of the Class members is presently unknown to Plaintiff, but it is believed that Class members number at least in the thousands. The identity of Class members is ascertainable. Class members' number may be informed of the pendency of this Class action by a combination of direct mail and public notice, or other means.

22. Common question of fact and law exist as to all members of the Class, which predominate over questions affecting only individual members of the Class. These include, but are not limited to the following:

- a. Whether Defendants engaged in unlawful, unfair or deceptive business practices by failing to properly label its products it sold to consumers;
- b. Whether the products at issue were mislabeled as a matter of law and violated California CARB emissions standards and Formaldehyde Standards of Composite Wood Products in the Toxic Substances Control Act, 15 U.S.C. 2601 *et. seq.*;
- c. Whether Defendants made unlawful and misleading toxicity representations and warranties with respect to its products sold to consumers;
- d. Whether Defendants violated the Florida Deceptive and Unfair Trade Practices Act (Fla. Stat. § 501.201, *et. seq.*);
- e. Whether Defendants breached its implied warranty of merchantability;
- f. Whether Defendants breached its express warranties;
- g. Whether Defendants were negligent in its labeling and advertising of the Toxic Laminate Flooring;
- h. Whether Defendants unlawfully sold the Toxic Laminate Flooring in violation of the laws of Florida;
- i. Whether Defendants' unlawful, unfair and deceptive practices harmed Plaintiff and the Class;
- j. Whether Plaintiff and the Class have been damaged by the unlawful actions of the Defendants and the amount of damages to the Class;
- k. Whether Defendants were unjustly enriched by its deceptive practices;
- l. Whether punitive damages should be awarded; and

m. Whether Defendants should be enjoined from continuing the conduct complained of herein.

23. Plaintiff's claims are typical of the claims of the members of each Class because Plaintiff bought Defendants' Toxic Laminate Flooring during the Class Period. Plaintiffs are asserting the same rights, making the same claims, and seeking the same relief for themselves and for all other class members. Defendants' unlawful, unfair and/or fraudulent actions concern the same business practices described herein irrespective of where they occurred or were experienced. Plaintiff and each Class Member sustained similar injuries arising out of Defendants' conduct in violation of Florida law.

24. The injuries of each member of each Class were caused directly by Defendants' wrongful conduct. The factual underpinning of Defendants' misconduct is common to all Class members of each class and represents a common thread of misconduct resulting in injury to all members of each Class. Plaintiff's claims arise from the same practices and course of conduct that give rise to the claims of each member of the Class and are based on the same legal theories.

25. Plaintiff is an adequate representative of the Plaintiff Class because Plaintiff is a member of the Plaintiff Class and Plaintiff's interests do not conflict with the interests of the members of the Class that Plaintiff seeks to represent. Plaintiff is represented by experienced and able counsel who have litigated numerous class actions, and Plaintiff's counsel intends to prosecute this action vigorously for the benefit of the entire Plaintiff Class. Plaintiff and Plaintiff's counsel can fairly and adequately protect the interests of the members of the Plaintiff Class.

26. The class action is the best available method for the efficient adjudication of this litigation because individual litigation of the Plaintiff Class claims would be impractical and individual litigation would be unduly burdensome to the courts. Individual litigation has the potential to result in inconsistent or contradictory judgments. A class action in this case presents fewer management problems and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. As the damages suffered by individual members of the Class may be relatively small, the expense and burden of individual litigation would make it difficult or impossible for individual members of the Class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action. Class treatment of common questions of law and fact would also be superior to multiple individual actions or piecemeal litigation in that class treatment will conserve the resources of the Court and the litigants, and will promote consistency and efficiency of adjudication.

CAUSES OF ACTION

FIRST CAUSE OF ACTION (Violation of Florida's Deceptive and Unfair Trade Practices Act Fla. Stat. §§ 501.201, *et seq.*)

27. Plaintiff realleges and incorporates herein by reference Paragraphs 1 through 26 above.

28. Defendants' conduct constitutes unlawful deceptive and unconscionable trade practices. Defendants' conduct was consumer-oriented and this conduct had broad impact on consumers at large. Defendants engaged in false, misleading and unlawful advertising, marketing and labeling of Defendants' Toxic Laminate Flooring. Defendants' manufacture, distribution and sale of Defendants' Toxic Laminate Flooring were similarly unlawful.

29. Defendants unlawfully sold Defendants' Toxic Laminate Flooring in Florida during the Class Period.

30. As fully alleged above, by advertising, marketing, distributing and selling mislabeled Toxic Laminate Flooring to Plaintiff and other members of the Class who purchased Defendants' Toxic Laminate Flooring in Florida, Defendants engaged in, and continue to engage in, unlawful deceptive and unconscionable trade practices.

31. Defendants' misleading marketing, advertising, packaging and labeling of Defendants' Toxic Laminate Flooring was likely to deceive reasonable consumers.

32. Plaintiff and other members of the Class who purchased Defendants' Toxic Laminate Flooring in Florida were deceived.

33. Defendants have engaged in unlawful deceptive and unconscionable trade practices.

34. Plaintiff and other members of the Class who purchased Defendants' Toxic Laminate Flooring in Florida were injured by Defendants' unlawful deceptive and unconscionable trade practices.

35. Defendants sold to Plaintiff and the members of the Class who purchased Defendants' Toxic Laminate Flooring in Florida, a product that had no economic value. Defendants' violation of Fla. Stat. § 501.201, *et. seq.* remains ongoing.

36. As a direct and proximate cause of Defendants' violation of Fla. Stat. § 501.201, *et. seq.*, Plaintiff and the members of the Class who purchased Defendants' Toxic Laminate Flooring in Florida were injured when they paid for these illegal and worthless products. Plaintiff and the members of the Class who purchased Defendants' Toxic Laminate Flooring in Florida have been damaged in an amount to be determined at trial.

37. As a result of Defendants' unlawful deceptive and unconscionable trade practices, Plaintiff and the members of the Class who purchased Defendants' Toxic Laminate Flooring in Florida, pursuant to Fla. Stat. § 501.201, *et. seq.*, are entitled to damages and such other orders and judgments which may be necessary to disgorge Defendants' ill-gotten gains and to restore to Plaintiff and the members of the Class who purchased Defendants' Toxic Laminate Flooring in Florida any money paid for Defendants' Toxic Laminate Flooring.

38. The conduct described above constitutes unfair or deceptive trade practices predominately and substantially affecting the conduct of trade or commerce throughout the United States in violation of the Florida Deceptive and Unfair Trade Practice Act, Fla. Stat. § 501.201, *et. seq.*, and other similar state statutes prohibiting unfair and deceptive acts and practices (collectively "DUTPA").

39. The Defendants' deceptive trade practices are the proximate cause of the Plaintiff and the members of the class having suffered damages in an amount to be proven at trial.

40. Defendants' conduct complained of herein renders it liable under the other states' DUTPAs for damages for the consequences of such conduct.

41. Defendants' actions were willful, wanton, malicious, and in total disregard for the rights of the Plaintiff and Class Members. Defendants knew or should have known, in light of the surrounding circumstances that their conduct in violation of states' Deceptive and Unfair Trade Practices Acts would naturally and probably result in damages to Plaintiff and Class Members. Defendants continued its wrongful conduct with malice or in reckless disregard of the consequences, from which malice may be inferred. Further, Defendants intentionally pursued its course of conduct for the purpose of causing Plaintiff and Class Members damages.

Punitive damages should be awarded to deter the actions of Defendants and others who might engage in similar action or conduct.

42. Plaintiff and Class Members are entitled to any and all penalties and/or multipliers of damages as may be provided for in the states' DUTPAs.

43. Plaintiff and Class Members are entitled to an injunction enjoining the Defendants from further deceptive and unfair trade practices in connection with the sale of the Mislabeled Products.

44. Plaintiff and Class Members are entitled to an award of reasonable attorneys' fees, costs of this action, plus pre and post judgment interest as may be allowed by law.

**SECOND CAUSE OF ACTION
(Unjust Enrichment)**

45. Plaintiff realleges and incorporates herein by reference Paragraphs 1 through 26 above.

46. As a result of Defendants' unlawful and deceptive actions described above, Defendants was enriched at the expense of Plaintiff and the Class through the payment of the purchase price for the Toxic Laminate Flooring.

47. Under the circumstances, it would be against equity and good conscience to permit Defendants to retain the ill-gotten benefits that they received from the Plaintiff and the Class, in light of the fact that the Toxic Laminate Flooring purchased by Plaintiff and the Class were illegal products and were not what Defendants represented them to be. Thus, it would be unjust and inequitable for Defendants to retain the benefit without restitution to the Plaintiff and the Class for the monies paid to Defendants for the Toxic Laminate Flooring.

**THIRD CAUSE OF ACTION
(Breach of Implied Warranty of Merchantability)**

48. Plaintiff realleges and incorporates herein by reference Paragraphs 1 through 26 above.

49. Implied in the purchase of the Toxic Laminate Flooring by Plaintiff and the Class is the warranty that the purchased products are legal and can be lawfully sold and possessed.

50. Defendants reasonably knew or should have known those Toxic Laminate Flooring were unlawful for sale pursuant to The Toxic Substance Control Act, 15 U.S.C, 2601, *et. seq.*.

51. When Defendants sold these products they impliedly warranted that the products were legal and could be lawfully possessed and/or sold and therefore, merchantable.

52. No reasonable consumer would knowingly purchase a product that is illegal to own or possess.

53. The purchased Toxic Laminate Flooring is unfit for the ordinary purpose for which it was intended.

54. In fact, this Toxic Laminate Flooring is illegal, mislabeled, and economically worthless.

55. As a result, Plaintiff and the Class were injured through their purchase of unsuitable, useless, illegal and unsellable products.

56. By reason of the foregoing, Plaintiff and the Class were damaged in the amount they paid for Toxic Laminate Flooring.

**FOURTH CAUSE OF ACTION
(Breach of Express Warranty)**

57. Plaintiff realleges and incorporates herein by reference Paragraphs 1 through 26 above.

58. Defendants' representations of fact and/or promises on the labels relating to their Toxic Laminate Flooring created express written warranties that the product would conform to Defendants' representation of fact and/or promises.

59. The Defendants' description on the labeling of their Toxic Laminate Flooring that it complied with CARB and California emissions regulations became part of the basis of the bargain, creating express written warranties that the product purchased by Plaintiff and the other Class Members would conform to Defendants' description and specification. The Toxic Laminate Flooring purchased by Plaintiff did not so conform.

60. Defendants provided warranties that its Toxic Laminate Flooring were labeled in compliance with state law and were not mislabeled under state law. Defendants breached these express written warranties.

61. As a result of the foregoing, Plaintiff and the other Class Members have suffered damages, in that the value of the product they purchased was less than warranted by Defendants.

62. Defendants engaged in a scheme of offering the Toxic Laminate Flooring for sale to Plaintiff and members of the Class by way of, inter alia, false and misleading product packaging and labeling.

63. Plaintiff and the Class were the intended beneficiaries of such representations and warranties.

64. Plaintiff asserts this cause of action for violations of Florida law pertaining to express warranties. Plaintiff and the Class were injured as a result of Defendants' breach of their express warranties about the Toxic Laminate Flooring. Plaintiff and the Class are entitled to damages arising from the breach of warranty.

**FIFTH CAUSE OF ACTION
(Negligence)**

65. Plaintiff realleges and incorporates herein by reference Paragraphs 1 through 26 above.

66. In making representations of fact to Plaintiff and the other Class members about their Toxic Laminate Flooring, Defendants failed to lawfully label or advertise their Toxic Laminate Flooring and violated their duties to disclose the material facts alleged above. Among the direct and proximate causes of said failure to disclose were the negligence and carelessness of Defendants.

67. Plaintiff and the other Class members, as a direct and proximate cause of Defendants' breaches of their duties, reasonably relied upon such representations to their detriment. By reason thereof, Plaintiff and the other Class members have suffered damages.

68. As described above, Defendants' actions violated Florida and Federal law designed to protect Plaintiff and the Class. Defendants' illegal actions constitute negligence per se. Moreover, misbranding provisions violated by Defendants are strict liability provisions.

69. As alleged above, Plaintiff and the Class were injured by Defendants' unlawful actions and are entitled to recover an amount to be determined at trial due to the injuries and loss they suffered as a result of Defendants' negligence.

JURY DEMAND

Plaintiff hereby demands a jury trial on all claims in this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other similarly situated persons, prays for judgment against Defendants as follows:

- A. An order certifying this action to be a proper class action pursuant to Federal Rule of Civil Procedure 23, establishing an appropriate Class and any Subclasses the Court deems appropriate, and finding that Plaintiff is a proper representative of the Class;
- B. Actual and/or compensatory damages and/or the recovery of civil penalties as provided by Fla. Stat. § 501.2075 and/or an award equal to the amount by which the Defendants have been unjustly enriched;
- C. An order awarding pre-judgment and post-judgment interest;
- D. The costs of this proceeding and attorneys' fees, as provided by Fla. Stat. § 501.2105;
- E. Punitive damages in an appropriate amount;
- F. An order permanently enjoining Defendants from continuing their unfair and/or deceptive conduct; and
- G. Any further compensatory, injunctive, equitable or declaratory relief including refunds as may be just and proper.

Dated: March 3, 2015.

/s/ Theodore Babbitt

Theodore Babbitt
Fla. Bar No. 091146
Babbitt & Johnson, P.A.
1641 Worthington Road
Suite 100 (33049)
P.O. Box 4426
West Palm Beach, FL 33402-4426
T: (561)684-2500
F: (561) 684-6308

tedbabbitt@babbitt-johnson.com

Respectfully submitted,

/s/ Ronald P. Weil

Ronald P. Weil
Fla. Bar No. 169966
Ronald@wqmlaw.net
John M. Quaranta
Fla. Bar No. 940641
John@wqmlaw.net
Wendi L. Ribaud
Fla. Bar No. 091976
Wribaud@wqmlaw.net

WEIL QUARANTA, P.A.

200 South Biscayne Boulevard
Southeast Financial Center, Suite 900
Miami, Florida 33131
T: (305) 372-5352
F: (305) 372-5355

Attorneys for Plaintiff



MIAMI FL 1105
8785 SW 133 St
MIAMI FL 33176

Phone: (786) 507-8820
Fax: (786) 507-8873
Email: Store105@lumberliquidators.com

Nov 8, 2013 09:49:02

Payment Receipt

Bill-To-Party	
JOAQUIN F BADIAS	
[REDACTED]	
HOMESTEAD FL 33033	
[REDACTED]	
Ship-To-Party	
JOAQUIN F BADIAS	
HOMESTEAD FL 33033	
[REDACTED]	
[REDACTED]	

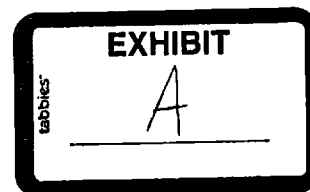
Information	
Sales Order No	0122545900
Payment Reference	502616731
Document Date	11/08/2013
Customer No.	0004331765
Currency	USD
Contact Person	
Order Comments	

VISA XXXXXXXXXXXXXXXXXXXX3737 28.02 USD
AUTH NO 134093

Name: BADIASJOAQUIN F

Signature _____

I agree to pay the charges listed above according to the terms and conditions of the card issuer agreement.





MIAMI FL 1105
 8785 SW 133 St
 MIAMI FL 33176

Phone: (786) 507-8820
 Fax: (786) 507-8873
 Email: Store105@lumberliquidators.com

Nov 8, 2013 9:49:06

Invoice

Bill-To-Party
JOAQUIN F BADIAS [REDACTED] HOMESTEAD FL 33033 [REDACTED]
Ship-To-Party
JOAQUIN F BADIAS HOMESTEAD FL 33033 [REDACTED]

Information
Sales Order No 122545900 Document Date 11/08/2013 Customer No. 4331765 Currency USD Contact Person
Order Comments

ITEM	PRODUCT	QUANTITY	QTY OPEN	QTY SHIPPED	PRICE	AMOUNT
10	10012890/A12AMTM/1105 LAM African Mahogany 7.5' TM	7.50	7.50	0.00 FT	3.49 USD	26.18 USD

Items Total:	26.18 USD
Tax:	1.84 USD
Final Amount:	28.02 USD
Down Payment Total:	28.02 USD
Balance Due:	0.00 USD

RECEIVED
 11/08/2013
 BY: _____



MIAMI FL 1105
8785 SW 133 St
MIAMI FL 33176

Phone: (786) 507-8820
Fax: (786) 507-8873
Email: Store105@lumberliquidators.com

Nov 8, 2013 09:49:06

Invoice

Sales Order No: 122545900

Measurement/Quantity: Flooring is sold by box/bundle. No partial or fractional boxes/bundles are sold. Buyer will be charged for actual footage shipped. Buyer/installer is responsible for all measurement quantities. Lumber Liquidators is not responsible or liable for measurement errors.

Delivery and Lead Times: All delivery dates are estimates. Lumber Liquidators cannot guarantee specific timetables and recommends that Buyer not schedule installation until product is received by Buyer. Claims for shortages or damages must be made upon receipt of product.

Installation: Buyer/installer is responsible for final inspection as to grade, color, finish, defects and other quality issues. Do not install defective product. Use constitutes acceptance. Buyer should retain mill code information on boxes. Always store product in climate controlled conditions. Installation must be performed in accordance with instructions and National Wood Flooring Association guidelines. Per instructions, flooring must fully acclimate in installation area (approximately 3-14 days). Buyer/installer is solely responsible for checking moisture levels in both product and subfloor prior to installing. Lumber Liquidators recommends using a licensed, professional wood flooring installer. Although Lumber Liquidators may recommend products, Buyer/installer is ultimately responsible for ensuring that products are appropriate for and compatible with jobsite conditions. Lumber Liquidators is not responsible or liable for damages resulting from errors, misuse or negligence by Buyer/installer. Unless contracted directly with Lumber Liquidators, Lumber Liquidators does not install product and disclaims liability for installation.

Returns/Exchanges: Exchanges are permitted within 30 days of receipt of product without a restocking fee. Requests for returns must be made within 30 days of receipt of product. Approved returns are subject to a 20% restocking fee with the exception of moldings, trim, and tools. Returns or exchanges are not permitted on (a) opened boxes or special orders unless product is defective, (b) close-outs, odd lots, final sales, special deals, or clearance items for any reason, or (c) tools without original receipt. Product must be in its original condition and have been properly stored. Installed product is considered accepted by Buyer and may not be exchanged or returned for any reason. Shipping and delivery charges are non-refundable. Shipping costs relating to a return or exchange are the sole responsibility of Buyer.

Subject to the terms above, defective product may be exchanged, prior to installation, within 90 days of receipt. Returned checks are subject to maximum fee allowed by law. For refunds, cash or check purchases will be refunded by check within 3-5 weeks; credit or debit card, store credit or gift card purchases will be credited back to the account or tender type used for this purchase.

Warranty: Only for products sold with a manufacturer's warranty. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT SUCH WARRANTIES CANNOT BE VALIDLY DISCLAIMED UNDER APPLICABLE LAW. Lumber Liquidators may, in its discretion, fully and completely resolve a claim for a manufacturer's defect by providing a store credit. Except to the extent specifically prohibited by law, Lumber Liquidators shall not be responsible or liable, and Buyer waives any claim, for indirect, incidental or consequential damages arising from or relating to Lumber Liquidators' sale of any products. Under no circumstances shall any liability of Lumber Liquidators arising out of or relating to this transaction exceed the total cost of the products included in this invoice and paid for by Buyer.

Assumption and Waiver of Liability: Notwithstanding any actions, assistance or advice provided by Lumber Liquidators, including but not limited to loading a vehicle by hand, forklift, or other mechanical device, Buyer is solely responsible for loading and securing product in/on the vehicle, safe transport and unloading of product at end destination. Lumber Liquidators, when staffing allows, may, but is not obligated to, assist with loading. Buyer acknowledges that loading, unloading and transporting product may result in damage to the vehicle such as dents, scratches, bent tail gates, broken windows or lights, suspension damage, ripped bed liners, etc. Buyer is solely responsible for ensuring vehicle capacity is not exceeded and load is properly distributed and secured to prevent movement using proper load restraints.

Buyer releases, waives, and discharges Lumber Liquidators and its employees for any loss, damage, cost, expense and/or claim and shall indemnify, save and hold harmless same from any loss, injury, damage, cost, expense and/or claim relating to or arising out of loading, securing into or on the vehicle, transport and unloading of product.

Warning: Products are heavy, awkward, and can exceed vehicle's load capacity. Buyer should use safe lifting techniques and minimum of two able-bodied people. Improper loading, unloading and transporting of products can result in serious injury, vehicle damage, impaired visibility or interference with driving, decreased or loss of vehicle stability and/or product falling from vehicle.

Personal Information: Providing personal information is voluntary and not a condition of sale but no warranty, return or exchange is permitted unless Buyer furnishes his/her name, address and telephone number at time of sale. Buyer information is entered into Lumber Liquidators' contact list. Buyer may opt out of the list by contacting Lumber Liquidators by telephone or email.

For written copies of product warranties, installation instructions, removal from contact list or additional information regarding your purchase, installation or Lumber Liquidators' products, visit the website at www.lumberliquidators.com or contact the Customer Care Department at (800) 366-4204. For other comments or questions, e-mail the "Office of the Chairman" at chairman@lumberliquidators.com.

I have read the terms above, including but not limited to the Assumption and Waiver of Liability and Returns/Exchanges policies, and agree and consent to same.

Buyer's Signature

Printed Name

Date



MIAMI FL 1105
8785 SW 133 St
Miami, FL 33176

Phone: 7865078820
Fax: 7865078873
Email: Store105@lumberliquidators.com

Customer Delivery

Sold To JOAQUIN F BADIAS [REDACTED] HOMESTEAD, FL 33033 US [REDACTED]	Ship To JOAQUIN F BADIAS [REDACTED] HOMESTEAD, FL 33033 US [REDACTED]
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Information	
Delivery Number: 805164890 	Sales Order: 122525868
Ship Method: PS Delivery Date: 11/30/2013 Total Weight: 876.003 LB Net Weight: 876.003 LB	Customer Number: 4331765 Sales order Date: 11/03/2013 Shipment Number: Inco Terms: EXW Shipping Location

Special Instructions

Item	Article/Description	Quantity	Qty Delivered	Weight	Batch
10	10023934/12AM-K STJ African Mahogany 12mm w/pad	16.000 CAR	16.000 CAR	845.883 LB	
30	10001852/HWFC HWFC Bottle Bellawood Floor Cleaner	12.000 EA	1.000 CAR	30.120 LB	

Inspection: Claims for shortages or damages must be made upon receipt. The purchaser/installer is responsible for final inspection. Do not install defective product. Signature constitutes acceptance of quality & condition of product.

Issued By: _____

Received By: _____

Date: _____

Date: _____



MIAMI FL 1105
 8785 SW 133 St
 Miami , FL 33176

Phone: 7865078820
 Fax: 7865078873
 Email: Store105@lumberliquidators.com

Customer Delivery

Sold To	Ship To
JOAQUIN F BADIAS [REDACTED] HOMESTEAD , FL 33033 US [REDACTED]	JOAQUIN F BADIAS [REDACTED] HOMESTEAD , FL 33033 US [REDACTED]

Information	
Delivery Number: 805035860 	Sales Order: 122545900
Ship Method: PS Delivery Date: 11/08/2013 Total Weight: 1.500 LB Net Weight: 1.500 LB	Customer Number: 4331765 Sales order Date: 11/08/2013 Shipment Number: Inco Terms: EXW Shipping Location

Special Instructions

Item	Article/Description	Quantity	Qty Delivered	Weight	Batch
10	10012890/A12AMTM LAM African Mahogany 7.5' TM	1.000 PC	1.000 PC	1.500 LB	

Inspection: Claims for shortages or damages must be made upon receipt. The purchaser/installer is responsible for final inspection. Do not install defective product. Signature constitutes acceptance of quality & condition of product.

Issued By: _____	*Received By: _____
Date: _____	Date: _____

BETA 11/28/13



MIAMI FL 1105
8785 SW 133 St
MIAMI FL 33176

Phone: (786) 507-8820
Fax: (786) 507-8873
Email: Store105@lumberliquidators.com

Page 1 of 2

Nov 16, 2013 10:59:57

Invoice

Bill-To-Party	Information
JOAQUIN F BADIAS [REDACTED] HOMESTEAD FL 33033 [REDACTED]	Sales Order No 122584500 Document Date 11/16/2013 Customer No. 4331765 Currency USD Contact Person
Ship-To-Party	Order Comments
JOAQUIN F BADIAS HOMESTEAD FL 33033 [REDACTED]	

ITEM	PRODUCT	QUANTITY	QTY OPEN	QTY SHIPPED	PRICE	AMOUNT
10	10023934/12AM-K/1105 STJ African Mahogany 12mm w/pad 30 Year Warranty	113.45	113.45	0.00 FT2	2.09 USD	237.11 USD

Follow manufacturer's instructions for use of a moisture barrier. When exposed to UV sunlight or heat exposure color fading / darkening can occur not considered a defect. There's a 5% allowance established for waste created as a result of the installation Refer to product warranty for details. This item is subject to CARB regulations in the state of California.

20	10010729/A12AMSN/1105 LAM African Mahogany 7.5' SN	60.00	60.00	0.00 FT	3.69 USD	221.40 USD
----	---	-------	-------	---------	----------	------------

Items Total:	458.51 USD
Tax:	32.10 USD
Final Amount:	490.61 USD
Down Payment Total:	490.61 USD
Balance Due:	0.00 USD



MIAMI FL 1105
8785 SW 133 St
MIAMI FL 33176

Phone: (786) 507-8820
Fax: (786) 507-8873
Email: Store105@lumberliquidators.com

Page 2 of 2

Nov 16, 2013 10:59:57

Invoice

Sales Order No: 122584500

Measurement/Quantity: Flooring is sold by box/bundle. No partial or fractional boxes/bundles are sold. Buyer will be charged for actual footage shipped. Buyer/installer is responsible for all measurement quantities. Lumber Liquidators is not responsible or liable for measurement errors.

Delivery and Lead Times: All delivery dates are estimates. Lumber Liquidators cannot guarantee specific timetables and recommends that Buyer not schedule installation until product is received by Buyer. Claims for shortages or damages must be made upon receipt of product.

Installation: Buyer/installer is responsible for final inspection as to grade, color, finish, defects and other quality issues. Do not install defective product. Use constitutes acceptance. Buyer should retain mill code information on boxes. Always store product in climate controlled conditions. Installation must be performed in accordance with instructions and National Wood Flooring Association guidelines. Per instructions, flooring must fully acclimate in installation area (approximately 3-14 days). Buyer/installer is solely responsible for checking moisture levels in both product and subfloor prior to installing. Lumber Liquidators recommends using a licensed, professional wood flooring installer. Although Lumber Liquidators may recommend products, Buyer/installer is ultimately responsible for ensuring that products are appropriate for and compatible with jobsite conditions. Lumber Liquidators is not responsible or liable for damages resulting from errors, misuse or negligence by Buyer/installer. Unless contracted directly with Lumber Liquidators, Lumber Liquidators does not install product and disclaims liability for installation.

Returns/Exchanges: Exchanges are permitted within 30 days of receipt of product without a restocking fee. Requests for returns must be made within 30 days of receipt of product. Approved returns are subject to a 20% restocking fee with the exception of moldings, trim, and tools. Returns or exchanges are not permitted on (a) opened boxes or special orders unless product is defective, (b) close-outs, odd lots, final sales, special deals, or clearance items for any reason, or (c) tools without original receipt. Product must be in its original condition and have been properly stored. Installed product is considered accepted by Buyer and may not be exchanged or returned for any reason. Shipping and delivery charges are non-refundable. Shipping costs relating to a return or exchange are the sole responsibility of Buyer.

Subject to the terms above, defective product may be exchanged, prior to installation, within 90 days of receipt. Returned checks are subject to maximum fee allowed by law. For refunds, cash or check purchases will be refunded by check within 3-5 weeks; credit or debit card, store credit or gift card purchases will be credited back to the account or tender type used for this purchase.

Warranty: Only for products sold with a manufacturer's warranty. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT SUCH WARRANTIES CANNOT BE VALIDLY DISCLAIMED UNDER APPLICABLE LAW. Lumber Liquidators may, in its discretion, fully and completely resolve a claim for a manufacturer's defect by providing a store credit. Except to the extent specifically prohibited by law, Lumber Liquidators shall not be responsible or liable, and Buyer waives any claim, for indirect, incidental or consequential damages arising from or relating to Lumber Liquidators' sale of any products. Under no circumstances shall any liability of Lumber Liquidators arising out of or relating to this transaction exceed the total cost of the products included in this invoice and paid for by Buyer.

Assumption and Waiver of Liability: Notwithstanding any actions, assistance or advice provided by Lumber Liquidators, including but not limited to loading a vehicle by hand, forklift, or other mechanical device, Buyer is solely responsible for loading and securing product in/on the vehicle, safe transport and unloading of product at end destination. Lumber Liquidators, when staffing allows, may, but is not obligated to, assist with loading. Buyer acknowledges that loading, unloading and transporting product may result in damage to the vehicle such as dents, scratches, bent tail gates, broken windows or lights, suspension damage, ripped bed liners, etc. Buyer is solely responsible for ensuring vehicle capacity is not exceeded and load is properly distributed and secured to prevent movement using proper load restraints.

Buyer releases, waives, and discharges Lumber Liquidators and its employees for any loss, damage, cost, expense and/or claim and shall indemnify, save and hold harmless same from any loss, injury, damage, cost, expense and/or claim relating to or arising out of loading, securing into or on the vehicle, transport and unloading of product.

Warning: Products are heavy, awkward, and can exceed vehicle's load capacity. Buyer should use safe lifting techniques and minimum of two able-bodied people. Improper loading, unloading and transporting of products can result in serious injury, vehicle damage, impaired visibility or interference with driving, decreased or loss of vehicle stability and/or product falling from vehicle.

Personal Information: Providing personal information is voluntary and not a condition of sale but no warranty, return or exchange is permitted unless Buyer furnishes his/her name, address and telephone number at time of sale. Buyer information is entered into Lumber Liquidators' contact list. Buyer may opt out of the list by contacting Lumber Liquidators by telephone or email.

For written copies of product warranties, installation instructions, removal from contact list or additional information regarding your purchase, installation or Lumber Liquidators' products, visit the website at www.lumberliquidators.com or contact the Customer Care Department at (800) 366-4204. For other comments or questions, e-mail the "Office of the Chairman" at chairman@lumberliquidators.com.

I have read the terms above, including but not limited to the Assumption and Waiver of Liability and Returns/Exchanges policies, and agree and consent to same.

Buyer's Signature _____

Printed Name _____

Date _____



MIAMI FL 1105
8785 SW 133 St
MIAMI FL 33176

Phone: (786) 507-8820

Fax: (786) 507-8873

Email: Store105@lumberliquidators.com

Nov 16, 2013

Page 1 of 1

10:59:50

Payment Receipt

Bill-To-Party	
JOAQUIN F BDIAS	
[REDACTED]	
HOMESTEAD FL 33033	
[REDACTED]	
Ship-To-Party	
JOAQUIN F BDIAS	
HOMESTEAD FL 33033	
[REDACTED]	

Information	
Sales Order No	0122584500
Payment Reference	502657042
Document Date	11/16/2013
Customer No.	0004331765
Currency	USD
Contact Person	
Order Comments	

GE XXXXXXXXXXXXXXXXXXXX9782 490.61 USD
AUTH NO 016278

DATE: 11/16/2013 TID # 0122584500 TIME: 10:59:49 TRAN CODE: 332015000112

PROMOTION CODE: (112) - 12 Month With Pay, Deferred Interest
PROMOTION TYPE: DEFERRED/NO INT IF PD
PROMOTIONAL PERIOD: 12 MONTHS
PROMOTIONAL APR: 29.99%
PURCHASE APR: 29.99%

No Interest Charges will be assessed if the promotional purchase balance is paid in full within the Promotional Period stated above. If the promotional purchase balance is not paid in full by the end of the Promotional Period, interest will be imposed from the date of purchase at the Purchase Annual Percentage Rate (APR) stated above. Minimum monthly payments are required. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchase.

I HAVE REVIEWED THE DETAILS OF MY PROMOTIONAL SALE AND AGREE TO THE TERMS INDICATED ABOVE.
SIGNATURE / DATE _____



MIAMI FL 1105
 8785 SW 133 St
 MIAMI FL 33176

Phone: (786) 507-8820
 Fax: (786) 507-8873
 Email: Store105@lumberliquidators.com

Nov 30, 2013 13:12:36

Invoice

Bill-To-Party	
JOAQUIN F BADIAS	
[REDACTED]	
HOMESTEAD FL 33033	
[REDACTED]	
Ship-To-Party	
JOAQUIN F BADIAS	
HOMESTEAD FL 33033	
[REDACTED]	

Information	
Sales Order No	122584500
Document Date	11/16/2013
Customer No.	4331765
Currency	USD
Contact Person	
Order Comments	

ITEM	PRODUCT	QUANTITY	QTY OPEN	QTY SHIPPED	PRICE	AMOUNT
10	10023934/12AM-K/1105 STJ African Mahogany 12mm w/pad 30 Year Warranty	113.45	0.00	113.45 FT2	2.09 USD	237.11 USD

Follow manufacturer's instructions for use of a moisture barrier. When exposed to UV sunlight or heat exposure color fading / darkening can occur not considered a defect. There's a 5% allowance established for waste created as a result of the installation Refer to product warranty for details. This item is subject to CARB regulations in the state of California.

20	10010729/A12AMSN/1105 LAM African Mahogany 7.5' SN	60.00	0.00	60.00 FT	3.69 USD	221.40 USD
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Items Total:	458.51 USD
Tax:	32.10 USD
Final Amount:	490.61 USD
Down Payment Total:	490.61 USD
Balance Due:	0.00 USD



MIAMI FL 1105
8785 SW 133 St
MIAMI FL 33176

Phone: (786) 507-8820
Fax: (786) 507-8873
Email: Store105@lumberliquidators.com

Nov 30, 2013 13:12:36

Invoice

Sales Order No: 122584500

Measurement/Quantity: Flooring is sold by box/bundle. No partial or fractional boxes/bundles are sold. Buyer will be charged for actual footage shipped. Buyer/installer is responsible for all measurement quantities. Lumber Liquidators is not responsible or liable for measurement errors.

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Subject to the terms above, defective product may be exchanged, prior to installation, within 90 days of receipt. Returned checks are subject to maximum fee allowed by law. For refunds, cash or check purchases will be refunded by check within 3-5 weeks; credit or debit card, store credit or gift card purchases will be credited back to the account or tender type used for this purchase.

Warranty: Only for products sold with a manufacturer's warranty. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT SUCH WARRANTIES CANNOT BE VALIDLY DISCLAIMED UNDER APPLICABLE LAW. Lumber Liquidators may, in its discretion, fully and completely resolve a claim for a manufacturer's defect by providing a store credit. Except to the extent specifically prohibited by law, Lumber Liquidators shall not be responsible or liable, and Buyer waives any claim, for indirect, incidental or consequential damages arising from or relating to Lumber Liquidators' sale of any products. Under no circumstances shall any liability of Lumber Liquidators arising out of or relating to this transaction exceed the total cost of the products included in this invoice and paid for by Buyer.

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I have read the terms above, including but not limited to the Assumption and Waiver of Liability and Returns/Exchanges policies, and agree and consent to same.

Buyer's Signature _____

Printed Name _____

Date _____





MIAMI FL 1105
8785 SW 133 St
Miami, FL 33176

Phone: 7865078820
Fax: 7865078873
Email: Store105@lumberliquidators.com

Customer Delivery

Sold To	Ship To
JOAQUIN F BADIAS [REDACTED] HOMESTEAD, FL 33033 US [REDACTED]	JOAQUIN F BADIAS [REDACTED] HOMESTEAD, FL 33033 US [REDACTED]

Information	
Delivery Number: 805164936 	Sales Order: 122584500 
Ship Method: PS Delivery Date: 11/30/2013 Total Weight: 288.339 LB Net Weight: 288.339 LB	Customer Number: 4331765 Sales order Date: 11/16/2013 Shipment Number: Inco Terms: EXW Shipping Location

Special Instructions

Item	Article/Description	Quantity	Qty Delivered	Weight	Batch
10	10023934/12AM-K STJ African Mahogany 12mm w/pad	5.000 CAR	5.000 CAR	264.339 LB	
20	10010729/A12AMSN LAM African Mahogany 7.5' SN	8.000 PC	8.000 PC	24.000 LB	

Inspection: Claims for shortages or damages must be made upon receipt. The purchaser/installer is responsible for final inspection. Do not install defective product. Signature constitutes acceptance of quality & condition of product.

Issued By: _____ Received By: _____

Date: _____ *Date: _____



MIAMI FL 1105
 8785 SW 133 St
 MIAMI FL 33176

Phone: (786) 507-8820
 Fax: (786) 507-8873
 Email: Store105@lumberliquidators.com

Nov 30, 2013 13:10:06

Invoice

Bill-To-Party
JOAQUIN F BADIAS [REDACTED] HOMESTEAD FL 33033 [REDACTED]
Ship-To-Party
JOAQUIN F BADIAS HOMESTEAD FL 33033 [REDACTED]

Information
Sales Order No 122525868 Document Date 11/03/2013 Customer No. 4331765 Currency USD Contact Person
Order Comments

ITEM	PRODUCT	QUANTITY	QTY OPEN	QTY SHIPPED	PRICE	AMOUNT
10	10023934/12AM-K/1105 STJ African Mahogany 12mm w/pad 30 Year Warranty	363.04	0.00	363.04 FT2	2.07 USD	751.49 USD

Follow manufacturer's instructions for use of a moisture barrier. When exposed to UV sunlight or heat exposure color fading / darkening can occur not considered a defect. There's a 5% allowance established for waste created as a result of the installation Refer to product warranty for details. This item is subject to CARB regulations in the state of California.

20	10010729/A12AMSN/1236 LAM African Mahogany 7.5' SN	7.50	0.00	7.50 FT	3.69 USD	27.68 USD
30	10001852/HWFC/1105 HWFC Bottle Bellawood Floor Cleaner	12.00	0.00	12.00 EA	3.00 USD	36.00 USD

Items Total:	815.17 USD
Tax:	57.07 USD
Final Amount:	872.24 USD
Down Payment Total:	872.24 USD
Balance Due:	0.00 USD



MIAMI FL 1105
8785 SW 133 St
MIAMI FL 33176

Phone: (786) 507-8820
Fax: (786) 507-8873
Email: Store105@lumberliquidators.com

Page 2 of 2

Nov 30, 2013 13:10:06

Invoice

Sales Order No: 122525868

Measurement/Quantity: Flooring is sold by box/bundle. No partial or fractional boxes/bundles are sold. Buyer will be charged for actual footage shipped. Buyer/installer is responsible for all measurement quantities. Lumber Liquidators is not responsible or liable for measurement errors.

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Subject to the terms above, defective product may be exchanged, prior to installation, within 90 days of receipt. Returned checks are subject to maximum fee allowed by law. For refunds, cash or check purchases will be refunded by check within 3-5 weeks; credit or debit card, store credit or gift card purchases will be credited back to the account or tender type used for this purchase.

Warranty: Only for products sold with a manufacturer's warranty. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT SUCH WARRANTIES CANNOT BE VALIDLY DISCLAIMED UNDER APPLICABLE LAW. Lumber Liquidators may, in its discretion, fully and completely resolve a claim for a manufacturer's defect by providing a store credit. Except to the extent specifically prohibited by law, Lumber Liquidators shall not be responsible or liable, and Buyer waives any claim, for indirect, incidental or consequential damages arising from or relating to Lumber Liquidators' sale of any products. Under no circumstances shall any liability of Lumber Liquidators arising out of or relating to this transaction exceed the total cost of the products included in this invoice and paid for by Buyer.

Assumption and Waiver of Liability: Notwithstanding any actions, assistance or advice provided by Lumber Liquidators, including but not limited to loading a vehicle by hand, forklift, or other mechanical device, Buyer is solely responsible for loading and securing product in/on the vehicle, safe transport and unloading of product at end destination. Lumber Liquidators, when staffing allows, may, but is not obligated to, assist with loading. Buyer acknowledges that loading, unloading and transporting product may result in damage to the vehicle such as dents, scratches, bent tail gates, broken windows or lights, suspension damage, ripped bed liners, etc. Buyer is solely responsible for ensuring vehicle capacity is not exceeded and load is properly distributed and secured to prevent movement using proper load restraints.

Buyer releases, waives, and discharges Lumber Liquidators and its employees for any loss, damage, cost, expense and/or claim and shall indemnify, save and hold harmless same from any loss, injury, damage, cost, expense and/or claim relating to or arising out of loading, securing into or on the vehicle, transport and unloading of product.

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For written copies of product warranties, installation instructions, removal from contact list or additional information regarding your purchase, installation or Lumber Liquidators' products, visit the website at www.lumberliquidators.com or contact the Customer Care Department at (800) 366-4204. For other comments or questions, e-mail the "Office of the Chairman" at chairman@lumberliquidators.com.

I have read the terms above, including but not limited to the Assumption and Waiver of Liability and Returns/Exchanges policies, and agree and consent to same.

Buyer's Signature _____ Printed Name _____ Date _____



MIAMI FL 1105
8785 SW 133 St
MIAMI FL 33176

Phone: (786) 507-8820

Fax: (786) 507-8873

Email: Store105@lumberliquidators.com

Nov 30, 2013

13:06:08

Payment Receipt

Bill-To-Party
JOAQUIN F BADIAS [REDACTED] HOMESTEAD FL 33033 [REDACTED]
Ship-To-Party
JOAQUIN F BADIAS HOMESTEAD FL 33033 [REDACTED]

Information
Sales Order No 0122525868
Payment Reference 502726026
Document Date 11/03/2013
Customer No. 0004331765
Currency USD
Contact Person
Order Comments

VISA XXXXXXXXXXXXXXXXXXXX3737 38.52 USD
AUTH NO 140067

Name: BADIASJOAQUIN F

Signature _____

I agree to pay the charges listed above according to the terms and conditions of the card issuer agreement.



MIAMI FL 1105
 8785 SW 133 St
 MIAMI FL 33176

Phone: (786) 507-8820
 Fax: (786) 507-8873
 Email: Store105@lumberliquidators.com

Dec 14, 2013 11:48:32

Invoice

Bill-To-Party	
JOAQUIN F BADIAS	
[REDACTED]	
HOMESTEAD FL 33033	
[REDACTED]	
Ship-To-Party	
JOAQUIN F BADIAS	
HOMESTEAD FL 33033	
[REDACTED]	

Information	
Sales Order No	122700445
Document Date	12/14/2013
Customer No.	4331765
Currency	USD
Contact Person	
Order Comments	

ITEM	PRODUCT	QUANTITY	QTY OPEN	QTY SHIPPED	PRICE	AMOUNT
10	10004082/A12AMQR/1105 LAM African Mahogany 7.5' QR	7.50	7.50	0.00 FT	0.99 USD	7.43 USD
20	10016667/BBA-CTRG/1105 Bostik Best Adhesive 10oz Ctrg	7.00	7.00	0.00 EA	5.99 USD	41.93 USD

Items Total:	49.36 USD
Tax:	3.46 USD
Final Amount:	52.82 USD
Down Payment Total:	52.82 USD
Balance Due:	0.00 USD

RECEIVED
 [Signature]
 BY: _____



MIAMI FL 1105
8785 SW 133 St
MIAMI FL 33176

Phone: (786) 507-8820
Fax: (786) 507-8873
Email: Store105@lumberliquidators.com

Dec 14, 2013 11:48:32

Invoice

Sales Order No: 122700445

Measurement/Quantity: Flooring is sold by box/bundle. No partial or fractional boxes/bundles are sold. Buyer will be charged for actual footage shipped. Buyer/installer is responsible for all measurement quantities. Lumber Liquidators is not responsible or liable for measurement errors.

Delivery and Lead Times: All delivery dates are estimates. Lumber Liquidators cannot guarantee specific timetables and recommends that Buyer not schedule installation until product is received by Buyer. Claims for shortages or damages must be made upon receipt of product.

Installation: Buyer/installer is responsible for final inspection as to grade, color, finish, defects and other quality issues. Do not install defective product. Use constitutes acceptance. Buyer should retain mill code information on boxes. Always store product in climate controlled conditions. Installation must be performed in accordance with instructions and National Wood Flooring Association guidelines. Per instructions, flooring must fully acclimate in installation area (approximately 3-14 days). Buyer/installer is solely responsible for checking moisture levels in both product and subfloor prior to installing. Lumber Liquidators recommends using a licensed, professional wood flooring installer. Although Lumber Liquidators may recommend products, Buyer/installer is ultimately responsible for ensuring that products are appropriate for and compatible with jobsite conditions. Lumber Liquidators is not responsible or liable for damages resulting from errors, misuse or negligence by Buyer/installer. Unless contracted directly with Lumber Liquidators, Lumber Liquidators does not install product and disclaims liability for installation.

Returns/Exchanges: Exchanges are permitted within 30 days of receipt of product without a restocking fee. Requests for returns must be made within 30 days of receipt of product. Approved returns are subject to a 20% restocking fee with the exception of moldings, trim, and tools. Returns or exchanges are not permitted on (a) opened boxes or special orders unless product is defective, (b) close-outs, odd lots, final sales, special deals, or clearance items for any reason, or (c) tools without original receipt. Product must be in its original condition and have been properly stored. Installed product is considered accepted by Buyer and may not be exchanged or returned for any reason. Shipping and delivery charges are non-refundable. Shipping costs relating to a return or exchange are the sole responsibility of Buyer.

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Warranty: Only for products sold with a manufacturer's warranty. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT SUCH WARRANTIES CANNOT BE VALIDLY DISCLAIMED UNDER APPLICABLE LAW. Lumber Liquidators may, in its discretion, fully and completely resolve a claim for a manufacturer's defect by providing a store credit. Except to the extent specifically prohibited by law, Lumber Liquidators shall not be responsible or liable, and Buyer waives any claim, for indirect, incidental or consequential damages arising from or relating to Lumber Liquidators' sale of any products. Under no circumstances shall any liability of Lumber Liquidators arising out of or relating to this transaction exceed the total cost of the products included in this invoice and paid for by Buyer.

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Buyer releases, waives, and discharges Lumber Liquidators and its employees for any loss, damage, cost, expense and/or claim and shall indemnify, save and hold harmless same from any loss, injury, damage, cost, expense and/or claim relating to or arising out of loading, securing into or on the vehicle, transport and unloading of product.

Warning: Products are heavy, awkward, and can exceed vehicle's load capacity. Buyer should use safe lifting techniques and minimum of two able-bodied people. Improper loading, unloading and transporting of products can result in serious injury, vehicle damage, impaired visibility or interference with driving, decreased or loss of vehicle stability and/or product falling from vehicle.

Personal Information: Providing personal information is voluntary and not a condition of sale but no warranty, return or exchange is permitted unless Buyer furnishes his/her name, address and telephone number at time of sale. Buyer information is entered into Lumber Liquidators' contact list. Buyer may opt out of the list by contacting Lumber Liquidators by telephone or email.

For written copies of product warranties, installation instructions, removal from contact list or additional information regarding your purchase, installation or Lumber Liquidators' products, visit the website at www.lumberliquidators.com or contact the Customer Care Department at (800) 366-4204. For other comments or questions, e-mail the "Office of the Chairman" at chairman@lumberliquidators.com.

I have read the terms above, including but not limited to the Assumption and Waiver of Liability and Returns/Exchanges policies, and agree and consent to same.

Buyer's Signature _____ Printed Name _____ Date _____



MIAMI FL 1105
8785 SW 133 St
Miami, FL 33176

Phone: 7865078820
Fax: 7865078873
Email: Store105@lumberliquidators.com

Customer Delivery

Sold To JOAQUIN F BADIAS [REDACTED] HOMESTEAD, FL 33033 US [REDACTED]	Ship To JOAQUIN F BADIAS [REDACTED] HOMESTEAD, FL 33033 US [REDACTED]
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Information	
Delivery Number: 805233510 	Sales Order: 122700445
Ship Method: PS Delivery Date: 12/14/2013 Total Weight: 8.282 LB Net Weight: 8.282 LB	Customer Number: 4331765 Sales order Date: 12/14/2013 Shipment Number: Inco Terms: EXW Shipping Location

Special Instructions

Item	Article/Description	Quantity	Qty Delivered	Weight	Batch
10	10004082/A12AMQR LAM African Mahogany 7.5' QR	1.000 PC	1.000 PC	1.275 LB	
20	10016667/BBA-CTRG Bostik Best Adhesive 10oz Ctrg	7.000 EA		7.007 LB	

Inspection: Claims for shortages or damages must be made upon receipt. The purchaser/installer is responsible for final inspection. Do not install defective product. Signature constitutes acceptance of quality & condition of product.

Issued By: _____

Received By: _____

Date: _____

Date: _____

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.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS JOAQUIN F. BADIAS, individually, and on behalf of all others similarly situated

DEFENDANTS LUMBER LIQUIDATORS, INC., a Delaware Corporation et al.

(b) County of Residence of First Listed Plaintiff **Miami-Dade**
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant **Delaware**
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Weil Quaranta, P.A.
200 S. Biscayne Blvd., Suite 900, Miami, FL 33131

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

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 checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" 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 (Excl. 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 - Med. Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<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	CIVIL RIGHTS	LABOR	PROPERTY RIGHTS	SOCIAL SECURITY
<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	<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	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. 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 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<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))
	PRISONER PETITIONS	IMMIGRATION	FEDERAL TAX SUITS	
	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence Other: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <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	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

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

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Re-filed (See VI below)
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment
- 8 Remanded from Appellate Court

VI. RELATED/RE-FILED CASE(S) (See instructions):
a) Re-filed Case YES NO
b) Related Cases YES NO
JUDGE _____ DOCKET NUMBER _____

VII. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):
STATE LAW
LENGTH OF TRIAL via **10** days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMANDS** 5,000,000.00 **CHECK YES only if demanded in complaint:** **JURY DEMAND:** Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE
DATE: March 3, 2015
SIGNATURE OF ATTORNEY OF RECORD:

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ IFP _____ JUDGE _____ MAG JUDGE _____