

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

**GREGORY JEGOU and IVY
JEGOU, on behalf of themselves and
all others similarly situated,**

Plaintiffs

vs.

**LUMBER LIQUIDATORS, INC.,
LUMBER LIQUIDATORS LEASING,
LLC, LUMBER LIQUIDATORS
HOLDINGS, INC. and LUMBER
LIQUIDATORS SERVICES, LLC,**

Defendants.

CIVIL ACTION NO.:

**CLASS ACTION COMPLAINT,
JURY DEMAND AND DESIGNATION OF
TRIAL COUNSEL**

Plaintiffs, on behalf of themselves and all others similarly situated, hereby file this Class Action Complaint against the Defendants, Lumber Liquidators, Inc. ("Lumber Liquidators"), Lumber Liquidators Leasing, LLC ("Lumber Liquidators Leasing"), Lumber Liquidators Holdings, Inc. ("Lumber Liquidators Holdings") and Lumber Liquidators Services, LLC ("Lumber Liquidators Services"), collectively referred to as "Defendants," for the purchase of Chinese wood veneer flooring containing toxic levels of formaldehyde, a known carcinogen, state as follows:

PARTIES

Defendants

1. Defendant, Lumber Liquidators, Inc., is incorporated in Delaware and has its principal place of business in Virginia.
2. Defendant, Lumber Liquidators Leasing, LLC, is incorporated in Delaware and has its principal place of business in Virginia.

3. Defendant, Lumber Liquidators Holdings, Inc., is incorporated in Delaware and has its principal place of business in Virginia.

4. Defendant, Lumber Liquidators Services, LLC, is incorporated in Delaware and has its principal place of business in Virginia.

Plaintiffs

5. Plaintiffs, Gregory Jegou and Ivy Jegou, are residents of Monmouth County, New Jersey who on October 15, 2014 purchased from Lumber Liquidators outlet at 1604 SR-35, Oakhurst, NJ 07755 in Monmouth County, approximately 1,160 square feet of 12 mm Dream Home Kensington Manor Sandy Hills Hickory Laminate Flooring manufactured in China that contains toxic levels of formaldehyde, a known carcinogen (hereinafter referred to as the "Laminate Flooring") at a price of \$2,413.54 plus sales tax. Plaintiffs also paid approximately \$1,500.00 to have the Laminate Flooring installed in their home. A copy of the Plaintiffs' invoice for the Laminate Flooring is attached hereto as Exhibit A.

JURISDICTION AND VENUE

6. This Court has original subject matter jurisdiction under the Class Action Fairness Act, 28 U.S.C. §§ 1332(d) and (6) because (i) the number of Class Members is 100 or more; (ii) the Class Members' damages, the aggregate amount in controversy exclusive of interest and costs, exceeds \$5,000,000; and (iii) minimal diversity exists because at least one of the Class Plaintiffs and one Defendant are citizens of different states.

7. This Court also has original subject matter jurisdiction over the Class Plaintiffs' federal statutory claim under the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*

8. This Court has supplemental and pendent jurisdiction over the Class Plaintiffs' state law claims under 28 U.S.C. § 1367.

9. Jurisdiction is also proper in this Court because of Defendants many and important contacts with the State of New Jersey. Defendants have a registered agent authorized to accept service of process in the State of New Jersey. Defendants' employees and agents regularly do business within the State of New Jersey. Internet sites list 13 Lumber Liquidators outlets in New Jersey. Defendants maintain regular and systematic contacts with the State of New Jersey, regularly do business within New Jersey, promotes its products and puts the flooring into the stream of commerce in New Jersey. This Court's exercise of jurisdiction over Defendants offends neither notions of fair play and substantial justice, nor any other due process principles. Defendants reasonably could expect to be summoned before the courts of the State of New Jersey.

10. Venue is proper in this Court under 28 U.S.C. § 1391(b)(1). For purposes of venue under 28 U.S.C. § 1391(b), Defendants are deemed to reside in any judicial district, including this one, in which Defendants are subject to personal jurisdiction at the time this action is commenced, according to 28 U.S.C. § 1391(c). Defendants are subject to personal jurisdiction in this judicial district because Defendants regularly do business in, has places of operation in, generates substantial revenues and profits in New Jersey and can be found in this judicial district. Venue is also proper in this judicial district under 28 U.S.C. § 1391(c), because a substantial part of the events or omissions giving rising to the Class Plaintiffs' claims took place in this judicial district.

FACTUAL ALLEGATIONS

11. This class action arises from Defendants' manufacture, advertising and selling of laminate flooring to consumers throughout the United States. Defendants advertise that the laminate flooring is 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.

12. Because California established CARB before the federal government adopted its current regulatory policies, it is the only state permitted to oversee a state-run air resources board. CARB created and implemented the Airborne Toxic Control Measure (ATCM) to reduce formaldehyde emissions from composite wood products. CARB predates the federal EPA and its mandates are typically the strictest in the nation; consequently, its rulings often become the de facto standard for the U.S.

13. In 2004, the International Agency for Research on Cancer (IARC) classified formaldehyde as carcinogenic. Because formaldehyde in engineered wood products (EWP) is an airborne toxin, it is subject to CARB action. CARB helps minimize exposure to carcinogens such as formaldehyde.

14. The ATCM is a set of regulations developed to reduce toxic air contaminants (TAC) identified under CARB regulations. ATCM established formaldehyde emission standards for hardwood plywood with a veneer core (HWPW-VC), composite core (HWPW-CC), particleboard (PB), medium density fiberboard (MDF) and thin MDF.

15. The emissions standards established by the ATCM regulations were enacted via a phased-in approach. Phase 1 began on January 1, 2009. The new ATCM formaldehyde emission standards of equal to or less than 0.08 ppm (parts per million) took effect for hardwood, plywood, particleboard, and medium density fiberboard. This first step exceeds previous standards set by OSHA already in effect. Phase 2 emission standards were phased in between 2010 and 2012. Phase 2 specifies even higher standards for formaldehyde emissions in wood products, 0.05 ppm.

16. On July 7, 2010, President Obama signed the Formaldehyde Standards for Composite Wood Products Act into law (the “CWP Regulation”). This legislation, which adds a Title VI to the Toxic Substances Control Act (TSCA), establishes limits for formaldehyde emissions from composite wood products: hardwood plywood, medium-density fiberboard, and particleboard. The national emission standards in the law mirror standards previously established by CARB for products sold, offered for sale, supplied, used or manufactured for sale in California.

17. Manufacturers and fabricators of finished goods that use composite wood products like the laminate flooring manufactured and sold by Defendants are required to use composite wood that meets the formaldehyde emission limits in the CWP Regulation. They are also required to label their products as complying, either on the products or the packaging for the finished goods. Manufacturers typically will label their products as “California 93120 Compliant for Formaldehyde” or “California Phase 2 Compliant,” although other variations may also be used.

18. The labeling on the wood flooring packages sold to Plaintiff represents that the Laminate Flooring is compliant with CARB by stating on the label that it is “California 93120 Phase 2, Compliant for Formaldehyde.”

19. Indeed, the Lumber Liquidators website promises that all of their flooring “...meets or exceeds rigorous emissions standards...” and that they “not only comply with laws, [they] exceed them.” See www.lumberliquidators.com.

20. Unfortunately, the Laminate Flooring sold to Plaintiffs and Class Members by Defendants is not what it purports to be. The Laminate Flooring 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.

21. The type of laminate flooring sold by Defendants to Plaintiff was tested recently for formaldehyde levels by third party labs at the request of CBS News as part of an investigation of Lumber Liquidators' laminate wood flooring which was part of its 60 Minutes show on March 1, 2015. The test results indicated that the level of formaldehyde was 6-7 times above the state standard for formaldehyde and some of the laminate flooring tested were close to 20 times above the level allowed to be sold. It was so high that the US Environmental Protection Agency would consider it "polluted indoor conditions." A copy of the transcript from the March 1, 2015 60 Minutes segment detailing Lumber Liquidators fraudulent conduct is attached hereto as Exhibit B.

22. The exact Laminate Flooring purchased from Defendants by Plaintiffs – Kensington Manor Sandy Hills Hickory 12 mm – was one of the samples of laminate flooring tested by the third party testing facility – Benchmark Holdings, LLC – at the request of CBS News for its 60 Minutes investigation. The Benchmark Holding report, dated November 5, 2014, concluded that the Kensington Manor Sandy Hills Hickory 12 mm laminate flooring (described in the report as a medium-density fiberboard product) contained 0.636 PPM of formaldehyde. This is 6 times above the CARB-2 standards of .11 PPM for formaldehyde allowed in MDF laminate flooring. Benchmark Holdings concluded on its report that "the sample does not pass CARB Phase 2 standard." A copy of the testing results is attached hereto as Exhibit C.

23. In fact, the 60 Minutes investigation of Lumber Liquidators' Laminate Flooring included a meeting with the General Manager of the Chinese factory where the Laminate

Flooring is produced. The general manager admitted that the flooring produced and sold by Defendants is not CARB-2 compliant. They even admitted that they falsely labeled the Laminate Flooring sold by Defendants as CARB-2 compliant. *See Exhibit B at 7.*

24. 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.

25. Formaldehyde is the sort of toxic substance to which people may be exposed without knowing they are at risk.

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

27. By producing laminate flooring that does not meet regulation standards for formaldehyde levels, Defendants were able to increase their profit margins on these products by 10% - 15%.

28. The affected laminate wood flooring produced, marketed and sold by Defendants, include but are not limited to the following:

- 8 mm Bristol County Cherry Laminate Flooring
- 8 mm Dream Home Nirvana French Oak Laminate Flooring
- 12 mm Dream Home Kensington Manor Antique Bamboo Laminate Flooring
- 12 mm Dream Home St. James Oceanside Plank Bamboo Laminate Flooring
- 12 mm Dream Home Kensington Manor Warm Springs Chestnut Laminate Flooring
- 15 mm Dream Home St. James Sky Lakes Pine Laminate Flooring
- 12 mm Dream Home Ispiri Chimney Tops Smoked Oak Laminate Flooring

- 12 mm Dream Home Kensington Manor Imperial Teak Laminate Flooring
- 12 mm Dream Home St. James Vintner's Reserve Laminate Flooring
- 12 mm Dream Home Kensington Manor Cape Doctor Laminate Flooring
- 12 mm Dream Home St. James Cumberland Mountain Oak Laminate Flooring
- 12 mm Dream Home Ispiri Americas Mission Olive Laminate Flooring
- 12 mm Dream Home Kensington Manor Glacier Peak Poplar Laminate Flooring
- 12 mm Dream Home Kensington Manor Golden Teak Laminate Flooring
- 12 mm Dream Home Kensington Manor Handscraped Imperial Teak Laminate Flooring (SKU 10029601)
- 12 mm Dream Home Kensington Manor Handscraped Summer Retreat Teak Laminate Flooring
- 12 mm Dream Home Kensington Manor Sandy Hills Hickory Laminate Flooring
- 12 mm Dream Home Kensington Manor Tanzanian Wenge Laminate Flooring
- 8 mm Dream Home Nirvana Royal Mahogany Laminate Flooring
- 12 mm Dream Home St. James Blacksburg Barn Board Laminate Flooring
- 12 mm Dream Home St. James Brazilian Koa Laminate Flooring
- 12 mm Dream Home St. James Golden Acacia Laminate Flooring
- 12 mm Dream Home Ispiri Poplar Forest Oak Laminate Flooring
- 12 mm Dream Home Kensington Manor Fumed African Ironwood Laminate Flooring
- 12 mm Dream Home St. James African Mahogany Laminate Flooring
- 12 mm Dream Home St. James Chimney Rock Charcoal Laminate Flooring
- 12 mm Dream Home St. James Nantucket Beech Laminate Flooring

29. Plaintiff and Class Members relied on Defendants' statements that the Laminate Flooring contained safe levels of formaldehyde when they purchased the products.

30. As a result, Plaintiffs and Class Members each spent thousands of dollars to purchase and have installed this laminate flooring from Defendants. The Laminate Flooring with levels of formaldehyde up to 20 times higher than federal regulations allow are now worthless.

31. Plaintiff and Class Members could not themselves reasonably have discovered that the Laminate Flooring contained the dangerously high levels of formaldehyde before buying the Laminate Flooring.

32. Had Plaintiffs known about the dangerous levels of formaldehyde in the Laminate Flooring, they would not have purchased the Laminate Flooring.

33. Plaintiffs and the Class have been damaged by Defendants' dangerous and deceptive and fraudulent marketing, misrepresenting and selling of the Laminate Flooring. Plaintiffs and the Class are entitled to a return of the full purchase price paid for the Laminate Flooring and other damages to be proven at trial.

TOLLING OF STATUTES OF LIMITATION

34. Defendants' active and knowing concealment of the dangerously high levels of formaldehyde in the Laminate Flooring, and willfully false and misleading statements related to compliance with California formaldehyde standards, results in the tolling of any applicable statute(s) of limitation.

35. Plaintiffs and Class Members could not have reasonably discovered the true levels of formaldehyde in the Laminate Flooring before this Complaint was filed.

36. Defendants had and still have a continuing duty to inform Class Members of the truth about the dangerously high levels of formaldehyde in the Laminate Flooring and that the existence of levels of formaldehyde as high as 20 times above the safety standards set by California and the United States diminished value of the Laminate Flooring.

37. Defendants' active concealment of, and breach of its duty to disclose the truth about the dangerously high levels of formaldehyde in the Laminate Flooring tolls any applicable statute(s) of limitations.

CLASS ACTION ALLEGATIONS

38. The Plaintiffs bring this action under Fed. R. Civ. P. 23(a), (b)(2) and (b)(3) and seek certification of a Class initially defined as follows:

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, within six years of the date of the original Complaint in this action.

39. Excluded from the Nationwide Classes are: Defendants and all of its affiliated companies, directors, officers, and employees; and the Judge(s) assigned to this case.

40. All Plaintiffs are members of the Class.

41. The Plaintiffs reserve the right to modify or expand the Nationwide Class definition if discovery and/or further investigation shows that the definition should be modified.

42. Questions of law and fact exist common to the members of the Class, and predominate over any questions that affect only individuals.

43. Principal and predominant common questions of law and fact include, for example:

- 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 standard 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. Did Defendants' breach of the New Jersey Consumer Fraud Act because of Defendants' design, manufacture, distribution, promotion, marketing and/or sales of the Laminate Flooring constitute an unconscionable commercial practice deception, fraud, false pretense, misrepresentation, or constituted the knowing, concealment, suppression or omission of any material fact with the intent that the Class Members rely upon such concealment, suppression or omission, in connection with the sale or advertisement of the Laminate Flooring;
- e. Was the Laminate Flooring made with levels of formaldehyde above the CARB and CWP regulatory standards?
- f. Did Defendants breach its express warranties to the Class Members?
- g. Did Defendants breach its implied warranties to the Class Members?
- h. Did Defendants breach the Magnuson-Moss Act in connection with its sales of Laminate Flooring?
- i. Did Defendant negligently design, manufacture, distribute, promote, market and sell the Laminate Flooring?
- j. To the extent other State laws prohibiting consumer deception are applicable, did Defendants violate the respective laws of those States?

- k. Did Defendants negligently misrepresent the emissions standards and formaldehyde standards of the Laminate Flooring?
- l. Would Defendants' retention of payment for the Laminate Flooring constitute the knowing receipt, acceptance and retention of a benefit from the Class Members in circumstances in which such receipt, acceptance and retention of that benefit is unjust?
- m. As a result of Defendants' actions and failures to act, are the Class Members entitled to compensatory, restitutionary, statutory or other damages against Defendants?

44. The Plaintiffs' claims are typical of the claims of all of the members of the Class because they are based on the same facts.

45. The Plaintiffs' claims are typical of the claims of all of the members of the Class because they are based on the same legal theories.

46. The Plaintiffs' claims are typical of the claims of all of the members of the Class because the respective claims are based on the same remedial theories and requests for redress as those of all the Class Members.

47. The Class is so numerous that joining all of the Class Members as plaintiffs in this action is impracticable. Upon information and belief, to be supported as required by Rule 11(b)(3), during the Class Periods, Defendants sold hundreds of thousands of laminate wood flooring. Based on a conservative rate of just ten percent (10%) of laminate wood flooring sold by Defendants containing illegal amounts of formaldehyde, and assuming that each Class and Member purchased one order of the Laminate Flooring from Defendants during the Class Period, the Class would consist of thousands of consumers.

48. The Plaintiffs are not adverse to those of the Class.

49. The Plaintiffs have no interests that conflict with the interests of the Class.

50. The Plaintiffs are similarly situated with, and have suffered similar injuries, losses and other damages as the Class Members.

51. The Plaintiffs will fairly and adequately protect the interests of all the Class Members in further investigating, developing and litigating this action, and in all related administrative and other matters concerning this action.

52. The Plaintiffs have retained counsel experienced in complex and class action litigation, in matters involving consumer products, commercial and contractual claims, and common law and statutory claims.

53. Neither the Plaintiffs, nor their retained counsel, have any interest that might lead them not to vigorously pursue this action.

54. A Class Action is superior to other potentially available methods for resolving the Plaintiffs' claims, because:

- a. The individual Class Members' damages are almost certainly too small to justify the expense and effort of individual lawsuits brought by counsel working for an hourly fee. Defendants' misconduct would go unaddressed and unremedied absent class action treatment. Aggregating these fundamentally similar claims, however, makes this action financially feasible.
- b. Even if the individual Class Members were wealthy enough to afford to bring such individual cases, the judicial system would be ill served and its scarce resources badly misspent by a myriad of small and fundamentally identical cases

involving the same basic allegations, the same discovery and the same proofs, clogging dockets across the country.

- c. Individual litigation is not just supremely impractical and tremendously inefficient, but also poses the risk of inconsistent or contradictory judgments.
- d. Concentration of the action concerning the Laminate Flooring in this Court will: save judicial resources by, among other things, obviating the need for coordination of motion practice and discovery across numerous courts and jurisdictions; conserve the parties' resources by permitting the well-focused litigation of the many common issues through representative plaintiffs; produce enormous economies of scale by developing the many common issues through just a few representative plaintiffs; and result in consistent judicial findings, promoting respect for the judiciary and judicial system, through comprehensive supervision and administration of the case by a single court well versed in the issues.
- e. Justice will not be served, but will fail, in the absence of a class action of the Plaintiffs' claims. Among other things, many if not all Plaintiffs lack the resources to properly litigate their claims. Expert witnesses are necessary, the cost of which would alone be prohibitive for many if not all Plaintiffs.
- f. The difficulties inherent in and likely to arise in managing this Class Action are neither novel nor substantial. Common issues predominate over individual issues, are readily identifiable, as described above, and will be efficiently developed through litigation of representative Class Members' cases.

**CAUSES OF ACTION ON BEHALF OF ALL NAMED PLAINTIFFS
AND CLASS MEMBERS**

**COUNT I
(Common Law Fraud)**

55. Plaintiffs, on behalf of themselves and those similarly situated, reassert and incorporate by reference each and every allegation set forth in the preceding paragraphs as though set forth at length herein.

56. The above described conduct and actions constitute common law fraud by way of misrepresentations, concealment and omissions of material facts made by Defendants in inducing Plaintiffs and Class Members to purchase the Laminate Flooring.

57. Defendants, upon information and belief, made the above-described misrepresentations, concealment and omissions of material facts to all Class Members concerning the levels of formaldehyde in the Laminate Flooring and expressly labeled “CARB-2 Compliant”, “California 93120 Compliant for Formaldehyde” or “California Phase 2 Compliant,” thus representing that their products comply with all safety regulations related to formaldehyde emissions.

58. Furthermore, the Lumber Liquidators website promises that all of their flooring “...meets or exceeds rigorous emissions standards...” and that they “not only comply with laws, [they] exceed them.” See www.lumberliquidators.com.

59. Defendants intended that the Plaintiffs and the other members of the Class rely upon the above-described uniform misrepresentations, concealment and omissions.

60. Defendants’ misrepresentations, concealments and omissions concerning the amount of the formaldehyde contained in the Laminate Flooring were material in Plaintiffs’ and other Class Members’ decisions to purchase the Laminate Flooring from Defendants. In fact, the representations and omissions regarding formaldehyde levels were so fundamental to Plaintiffs’

and Class Members' decision making process that they would not have purchased the Laminate Flooring had they known that the flooring contained dangerously high levels of formaldehyde which were above the safety standards set by state and federal law.

61. Plaintiffs and other Class Members justifiably relied upon Defendants' misrepresentations, concealment and omissions to their damage and detriment.

62. Plaintiffs and the Class Members suffered the damage described in this Complaint as a proximate result thereof.

63. Defendants' conduct was willful, wanton, and reckless. Based on the intentionally dishonest nature of Defendants' conduct, which was directed at the Plaintiffs and the Class Members, Defendants should also be held liable to the Class for punitive damages in an amount to be determined at trial.

COUNT II
(Negligent Misrepresentation)

64. Plaintiff repeats and realleges the allegations contained in the preceding paragraphs as if fully set forth herein.

65. Defendants made a series of misrepresentations and material omissions, as alleged herein, and including misrepresentations as to the formaldehyde levels contained in the Laminate Flooring. Defendants' statements were material, false, deceptive, and misleading and omitted material facts necessary to make the statements not misleading; such material misrepresentations and omissions were the result of the Defendants' negligence.

66. Defendants owed a duty to Plaintiffs and members of the proposed Class to exercise reasonable care in making representations about the Laminate Flooring.

67. Plaintiff and the proposed Class members relied (or should be presumed to have relied) on Defendants' material representations and omissions in purchasing the Laminate

Flooring. As a result of their justifiable reliance, Plaintiff and member of the proposed Class were induced to and did purchase the Laminate Flooring. Plaintiffs' reliance and the proposed Class Members' reliance were reasonably foreseeable by Defendants. In fact, that is why the Defendants made the misrepresentations that it did – using laminate flooring that has high levels of formaldehyde was cheaper for Defendants to produce thus resulting in a higher profit margin. But the higher profit margin would only be realized if consumers continued to purchase the Laminate Flooring. Knowing most consumers would not purchase laminate flooring that contained dangerously high levels of formaldehyde, Defendants misrepresented that their products met and exceeded all legal standards by labeling the laminate wood flooring as CARB-2 Compliant.

68. As a direct and proximate result of the negligent misrepresentations made by Defendants, Plaintiffs and the proposed Class Members have been damaged in an amount to be determined at trial.

COUNT III
(Breach of Express Warranty)

69. Plaintiffs incorporate the above allegations by reference as if fully set forth herein.

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

71. The Defendants' description on the labeling of their Laminate Flooring that it complied with CARB and California emissions regulations became a 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 Laminate Flooring purchased by Plaintiffs did not so conform.

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

73. Defendants have received sufficient and timely notice of the breaches of warranty alleged herein. Despite this notice and Defendants' knowledge, Defendants refuse to honor its warranty, even though it knows the Laminate Flooring it sold to Plaintiffs was mislabeled and were not in compliance with state regulatory laws relating to formaldehyde emissions.

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

75. Plaintiffs have given Defendants a reasonable opportunity to cure its failures with respect to its warranties, and Defendants failed to do so.

76. Defendants have failed to provide Plaintiffs or the Class Members, as a warranty replacement, a product that conforms to the qualities and characteristics that Defendants expressly warranted when it sold the Laminate Flooring to Plaintiffs and the Class Members.

77. As a result of Defendants' breach of warranty, Plaintiffs and the Class have suffered damage in the amount to be determined at trial.

COUNT IV
(Breach of Implied Warranty of Merchantability)

78. Plaintiffs incorporate the above allegations by reference as if fully set forth herein.

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

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

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

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

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

84. In fact, the Laminate Flooring is illegal, mislabeled and economically worthless.

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

86. As a result of Defendants' breach of warranty, Plaintiffs and the Class have suffered damage in the amount to be determined at trial.

COUNT V

(Violation of Magnuson-Moss Act, 15 U.S.C. §2301 et seq.)

87. Plaintiffs incorporate the above allegations by reference as if fully set forth herein.

88. The Class Plaintiffs and the Class Members are "consumers" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq* ("Magnuson Moss Act").

89. Defendants are "suppliers" and "warrantors" within the meaning of the Magnuson-Moss Act.

90. The Laminate Flooring are “consumer products” within the meaning of the Magnuson-Moss Act.

91. Under the Magnuson-Moss Act, Defendants were obligated to disclose to consumers whether the Laminate Flooring complied with CARB regulations with respect to formaldehyde emissions.

92. Under the Magnuson-Moss Act, Defendants were obligated to repair or otherwise remedy the Laminate Flooring.

93. Despite reasonable opportunity to honor its disclosure and remedy obligations, Defendants violated these obligations under the Magnuson-Moss Act, causing injury to the Class Plaintiffs and Class Members.

94. The amount in controversy with respect to the Class Plaintiffs’ individual claims meets or exceeds the sum or value of \$25. In addition, the amount in controversy meets or exceeds the sum or value of \$50,000 (exclusive of interest and costs) computed on the basis of all claims to be determined in this suit

COUNT VI
(Unjust Enrichment)

95. Plaintiffs incorporate the above allegations by reference as if fully set forth herein.

96. Defendants have been unjustly enriched by the sale of the Laminate Flooring to Plaintiffs and the Class Members.

97. Plaintiffs seek to recover for Defendants’ unjust enrichment.

98. Plaintiffs and the Class Members conferred a benefit on Defendants, but Defendants failed to disclose its knowledge that Plaintiffs did not receive what they paid for

and misled Plaintiffs and the Class regarding the formaldehyde levels in the Laminate Flooring while profiting from this deception.

99. The circumstances are such that it would be inequitable, unconscionable, and unjust to permit Defendants to retain the benefit of these profits that it unfairly has obtained from Plaintiff and the Class Members.

100. Plaintiff and the Class Members, having been injured by Defendants' conduct, are entitled to restitution or disgorgement of profits as a result of the unjust enrichment of Defendants to their detriment.

COUNT VII
(Breach of the Duty of Good Faith and Fair Dealing)

101. Plaintiffs incorporate the above allegations by reference as if fully set forth herein.

102. The duty of good faith and fair dealing is inherent in every contract including the contract under which the Class Plaintiffs purchased the Laminate Flooring.

103. Independent of their breach of contract, Defendants breached their duty of good faith and fair dealing. Among other things, Defendants sold the Laminate Flooring knowing of their high levels of formaldehyde which were above regulation standards, and when Plaintiffs and Class Members sought refunds, Defendants refused to acknowledge the problem, denying the Plaintiffs and Class Members the benefit of their bargains

104. Defendants' duty of good faith and fair dealing precluded Defendants from acting in any manner that would destroy or injure the rights of the Class Members to receive the fruits of their contracts with Defendants for the Laminate Flooring.

105. Defendants' duty of good faith and fair dealing prohibited Defendants from acting in any manner that would destroy or injure the reasonable expectations of the Class Members

under their contracts with Defendants for their purchases the Laminate Flooring.

106. Defendants' duty of good faith and fair dealing is not in conflict with any of the provisions of Defendants' contracts with the Class Members for the purchase of the Laminate Flooring.

107. Defendants' actions and failures to act, including, among other things, through Defendants' misrepresentation and failure to disclose that the Laminate Flooring contained high levels of formaldehyde which were above regulation standards, Defendants' acceptance of full prices for the Laminate Flooring without any discount for the valueless flooring, destroyed or otherwise injured the rights of the Plaintiff and Class Members to enjoy the fruits of their contracts with Defendants for the Laminate Flooring.

108. Plaintiff and the Class Members have incurred damages as described herein as a result of Defendants' breach of its duty of good faith and fair dealing.

COUNT VIII

(Violation of New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, et seq.)

109. Plaintiffs incorporate the above allegations by reference as if fully set forth herein.

110. Numerous controlling state and federal cases recite and explain the broadly remedial aims of the New Jersey Consumer Fraud Act. (hereinafter "NJFCA").

111. The Laminate Flooring are "merchandise" within the NJCFA.

112. Plaintiffs and Class Members are consumers within the protective ambit of the NJCFA, who bought the Laminate Flooring for personal, family and household uses.

113. Protecting the Plaintiffs and Class Members from and against "any unconscionable commercial practice, deception, fraud, false pretense, or misrepresentation, or

the knowing concealment, suppression or omission of any material fact with the intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise,”¹ the NJCFA applies to Defendants’ sales of the Laminate Flooring to the Plaintiff and Class Members.

114. During the Class Period, Defendants falsely labeled the wood flooring packages sold to Plaintiff as compliant with CARB by stating on the labeling that the Toxic Laminate Flooring was “California 93120 Phase 2, Compliant for Formaldehyde.” Indeed, the Lumber Liquidators website promises that all of their flooring “...meets or exceeds rigorous emissions standards...” and that they “not only comply with laws, [they] exceed them.” *See* www.lumberliquidators.com. These advertisements and false statements promoted the image of the Laminate Flooring as containing a safe level of formaldehyde under state and federal standards. In fact, Defendants knew that the Laminate Flooring contained high levels of formaldehyde but represented that it didn’t so that it could make a higher profit due to the lower cost of the flooring that did not meet regulatory formaldehyde emissions standards.

115. Defendants’ distribution, promotion, marketing and sales of the Laminate Flooring, without disclosing that it contained an unsafe level of formaldehyde under state and federal standards, and in fact affirmatively representing that the Toxic Laminate Flooring was CARB-2 compliant, was an unconscionable commercial practice, deception, fraud, false pretense, misrepresentation, or otherwise constituted the knowing, concealment, suppression or omission of material fact with the intent that others including Plaintiff and Class Members would rely upon Defendants’ knowing, misrepresentation, concealment, suppression or omission of this information.

¹ *N.J.S.A.* 56:8-2.

116. Plaintiffs and Class Members suffered ascertainable losses, measurable in dollar values, as a result of Defendants' unconscionable, deceptive, false and misleading behavior described in the two immediately preceding paragraphs of this Complaint. These ascertainable losses include, among others: the difference in value between the Laminate Flooring for which the Plaintiffs paid and the lower value Laminate Flooring with the high formaldehyde levels that the Plaintiffs received; decreased resale value of the Laminate Flooring; the costs to remove the Laminate Flooring and to replace the Laminate Flooring with flooring that meets the CARB and federal standards.

117. As Plaintiffs paid \$2,413.54 plus sales tax for the Laminate Flooring and approximately \$1,500.00 to have it installed, their ascertainable loss is at least \$3913.54 plus sales tax as the Laminate Flooring is now worthless and must be removed from Plaintiffs' home due to the dangerously high levels of formaldehyde in the Laminate Flooring.

118. A causal nexus exists between Defendants' unconscionable, deceptive, false and misleading actions described above and the Plaintiffs' ascertainable losses. Without Defendants' unconscionable, deceptive, false and misleading actions, the Plaintiffs would not have suffered their ascertainable losses.

COUNT IX
(Unfair and Deceptive Acts and Practices Under State Laws)

119. Plaintiff incorporates the above allegations by reference as if fully set forth herein.

120. Plaintiffs assert that because Defendants' wrongful acts and practices were directed and disseminated to consumers in New Jersey, as evidenced by Plaintiffs purchase of the Laminate Flooring and the many Lumber Liquidator dealers in New Jersey and Lumber Liquidators' extensive marketing to consumers

in New Jersey, that the choice of law rules in this Circuit support application of the New Jersey Consumer Fraud Act to the claims of class members nationwide. As the choice of law question cannot be conclusively addressed at this point in the litigation, Plaintiffs state the following alternative causes of action under the laws of the States of residence of Class Members, if it is later determined by the Court that the choice of law rules require the application of these State laws, and not those of New Jersey.

121. The practices discussed above, including but not limited to Defendants' knowing and undisclosed sale of Laminate Flooring containing formaldehyde above those levels allowed by law and Defendants' improper and unconscionable warranty practices all constitute unfair competition or unfair, unconscionable, deceptive, fraudulent, or unlawful acts or business practices in violation of the state consumer protection statutes listed in ¶¶ 122 - 170, below.

122. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of the Alabama Deceptive Trade Practices Act, Ala. Code §§ 8-19-1, et seq. In particular, Alabama law prohibits "(3) Causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services...(5) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do not have or that a person has sponsorship, approval, status, affiliation, or connection that he or she does not have...(7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; [or] (27) Engaging in any other unconscionable, false, misleading, or deceptive act or practice in the conduct of trade or commerce." Ala. Code §§ 8-19-5. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with

CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring “...meets or exceeds rigorous emissions standards...” and that they “not only comply with laws, [they] exceed them” when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendant’s improper warranty practices, Defendants violated Ala. Code §§ 8-19-5.

123. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Alaska Stat. § 45.50.471, et seq. In particular, Alaska law provides, “(a) Unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce are declared to be unlawful. (b) The terms ‘unfair methods of competition’ and ‘unfair or deceptive acts or practices’ include, but are not limited to, the following acts: . . . (4) representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have. . . ;. . (6) representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; . . . (8) advertising goods or services with intent not to sell them as advertised; . . . (11) engaging in any other conduct creating a likelihood of confusion or of misunderstanding and which misleads, deceives or damages a buyer or a competitor in connection with the sale or advertisement of goods or services; . . . (12) using or employing deception, fraud, false pretense, false promise, misrepresentation, or knowingly concealing, suppressing, or omitting a material fact with intent that others rely upon the concealment, suppression, or omission in connection with the sale or advertisement of goods or services whether or not a person has in fact been misled, deceived or damaged.” Alaska Stat. § 45.50.471. By selling laminate flooring to consumers with the representation that the laminate flooring

is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendant's improper warranty practices, Defendants violated Alaska Stat. Ann. 45.50.471.

124. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Ariz. Rev. Stat. § 44-1521, et seq. Particularly, Arizona law prohibits "The act, use or employment by any person of any deception, deceptive act or practice, fraud, false pretense, false promise, misrepresentation, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise whether or not any person has in fact been misled, deceived or damaged thereby, is declared to be an unlawful practice." Ariz. Rev. Stat. Ann. § 44-1522(A). By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendant's improper warranty practices, Defendants violated Ariz. Rev. Stat. Ann. § 44-1522(A).

125. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Ark. Code Aim. § 4-88-101, et seq. in particular, Arkansas law provides, "(a) Deceptive and unconscionable trade practices made unlawful and prohibited by

this chapter include, but are not limited to, the following: (1) Knowingly making a false representation is to the characteristics, ingredients, uses, benefits, alterations, source, sponsorship, approval, or certification of goods or services or as to whether goods are original or new or of a particular standard, quality, grade, style, or model; . . . (3) Advertising the goods or services with the intent not to sell them as advertised; . . . (10) Engaging in any other unconscionable, false, or deceptive act or practice in business, commerce, or trade” Ark Code Ann. § 4-88-107. Arkansas law further provides, “When utilized in connection with the sale or advertisement of any goods, services, or charitable solicitation, the following shall be unlawful: (1) The act, use, or employment by any person of any deception, fraud, or false pretense; or (2) The concealment, suppression, or omission of any material fact with intent that others rely upon the concealment, suppression, or omission.” Ark Code Ann. § 4-88-108. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring “...meets or exceeds rigorous emissions standards...” and that they “not only comply with laws, [they] exceed them” when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendant’s improper warranty practices, Defendants violated Ark Code Ann. §§ 4-88-107, 4-88-108.

126. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Cal. Bus. & Prof. Code § 17200, et seq. Particularly, California law prohibits “any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.” Cal. Bus. & Prof. Code § 17200. California law also provides that, “The following unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a

transaction intended to result or which results in the sale or lease of goods or services to any consumer are unlawful: . . . (5) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have . . . ; . . . (7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; . . . (9) Advertising goods or services with intent not to sell them as advertised. . . .” Cal. Civ. Code § 1770(a). By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring “...meets or exceeds rigorous emissions standards...” and that they “not only comply with laws, [they] exceed them” when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants’ improper warranty practices, Defendants violated Cal. Bus. & Prof. Code § 17200 and Cal. Civ. Code § 1770(a).

127. Defendants have engaged in unfair competition or unfair or deceptive acts or practices or has made false representations in violation of Colo. Rev. Stat. § 6-1-101, et seq. In particular, Colorado law provides, “(1) A person engages in a deceptive trade practice when, in the course of such person’s business, vocation, or occupation, such person: . . . (e) Knowingly makes a false representation as to the characteristics, ingredients, uses, benefits, alterations, or quantities of goods, food, services, or property or a false representation as to the sponsorship, approval, status, affiliation, or connection of a person therewith; . . . (g) Represents that goods, food, services, or property are of a particular standard, quality, or grade, or that goods are of a particular style or model, if he knows or should know that they are of another; . . . (i) Advertises goods, services, or property with intent not to sell them as

advertised; . . . (u) Fails to disclose material information concerning goods, services, or property which information was known at the time of an advertisement or sale if such failure to disclose such information was intended to induce the consumer to enter into a transaction . . .” Colo. Rev. Stat. § 6-1-105. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring “...meets or exceeds rigorous emissions standards...” and that they “not only comply with laws, [they] exceed them” when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants’ improper warranty practices, Defendants violated Colo. Rev. Stat. § 6-1-105.

128. Defendants have engaged in unfair competition or unfair or deceptive acts or Practices in violation of Conn. Gen. Stat. § 42-110a, et seq. In particular, Connecticut law provides that “(a) No person shall engage in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Conn. Gen. Stat. § 42-110b. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring “...meets or exceeds rigorous emissions standards...” and that they “not only comply with laws, [they] exceed them” when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants’ improper warranty practices, Defendants violated Conn. Gen. Stat. § 42-110b.

129. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Del. Code Ann. tit. 6, § 2511, et seq. In particular, Delaware law provides that “The act, use or employment by any person of any deception, fraud,

false pretense, false promise, misrepresentation, or the concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale, lease or advertisement of any merchandise, whether or not any person has in fact been misled, deceived or damaged thereby, is an unlawful practice.” Del. Code Ann. tit. 6, § 2513(a). By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring “...meets or exceeds rigorous emissions standards...” and that they “not only comply with laws, [they] exceed them” when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants’ improper warranty practices, Defendants violated Del. Code Ann. tit. 6, §2513(a).

130. Defendants have engaged in unfair competition or unfair or deceptive acts or practices or made false representations in violation of D.C. Code § 28-3901, et seq. Particularly, District of Columbia law provides, “It shall be a violation of this chapter, whether or not any consumer is in fact misled, deceived or damaged thereby, for any person to: (a) represent that goods or services have a source, sponsorship, approval, certification, accessories, characteristics, ingredients, uses, benefits, or quantities that they do not have; . . . (d) represent that goods or services are of particular standard, quality, grade, style, or model, if in fact they are of another; (e) misrepresent as to a material fact which has a tendency to mislead; (f) fail to state a material fact if such failure tends to mislead; . . . (h) advertise or offer goods or services without the intent to sell them or without the intent to sell them as advertised or offered” D.C. Code § 28-3904. By selling laminate flooring to consumers with the representation that the laminate flooring

is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated D.C. Code § 28-3904.

131. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Fla. Stat. § 501.201, et seq. In particular, Florida law provides, "(1) Unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." Fla. Stat. § 501.204(1). By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Fla. Stat. § 501.204(1).

132. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Ga. Code Ann. §10-1-390, et seq. In particular, Georgia law provides, "(a) A person engages in a deceptive trade practice when, in the course of his business, vocation, or occupation, he: . . . (5) Represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have . . . ; . . . (7) Represents that goods or services are of a particular standard, quality, or grade or that goods are of a particular style or model, if they are of another; . . . (9)

Advertises goods or services with intent not to sell them as advertised', Ga. Code Ann. § 10-1-372. Georgia law further provides, "(a) Unfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce are declared unlawful. (b) By way of illustration only and without limiting the scope of subsection (a) of this Code section, the following practices are declared unlawful: . . . (5) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have . . . ; . . . (7) Representing that goods or services are of a particular standard, quality, or grade or that goods are of a particular style or model, if they are of another; . . . (9) Advertising goods or services with intent not to sell them as advertised" Ga. Code Ann. § 10-1-393(a). By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Ga. Code Ann. §§ 10-1-372, 10-1-393(a).

133. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Haw. Rev. Stat. § 480-1, et seq. In particular, Hawaii law provides, "(a) Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful." Haw. Rev. Stat. § 480-2. Hawaii law further provides, "(a) A person engages in a deceptive trade practice when, in the course of the person's business, vocation, or occupation, the person: . . . (5) Represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have . . . ; . . .

(7) Represents that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; . . . (9) Advertises goods or services with intent not to sell them as advertised; . . . (12) Engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding." Haw. Rev. Stat, § 481A-3. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Haw. Rev. Stat. §§ 480-2, 481 A-3.

134. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Idaho Code Ann. § 48-601, et seq. in particular, Idaho law provides. "The following unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared to be unlawful, where a person knows, or in the exercise of due care should know, that he has in the past, or is: . . . (5) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have . . . ; . . . (7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; . . . (9) Advertising goods or services with intent not to sell them as advertised; . . . (17) Engaging in any act or practice which is otherwise misleading, false, or deceptive to the consumer. . . ." Idaho Code Ann. § 48-603. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous

emissions standards...” and that they “not only comply with laws, [they] exceed them” when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants’ improper warranty practices, Defendants violated Idaho Code Ann. § 48-603.

135. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of 815 Ill. Comp. Stat. 505/1, et seq. In particular, Illinois law provides, “Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the ‘Uniform Deceptive Trade Practices Act’, approved August 5, 1965, [footnote] in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. . .” 815 Ill. Comp. Stat. 505/2. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring “...meets or exceeds rigorous emissions standards...” and that they “not only comply with laws, [they] exceed them” when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants’ improper warranty practices, Defendants violated 815 Ill. Comp. Stat. 505/2.

136. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Ind. Code § 24-5-0.5-1, et seq. In particular, Indiana law provides, “(a) The following acts or representations as to the subject matter of a

consumer transaction, made orally, in writing, or by electronic communication by a supplier, are deceptive acts: (1) That such subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the supplier knows or should reasonably know it does not have. (2) That such subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not and if the supplier knows or should reasonably know that it is not . . . (11) That the consumer will be able to purchase the subject of the consumer transaction as advertised by the supplier, if the supplier does not intend to sell it." Ind. Code § 24-5-0.5-3. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Ind. Code § 24-5-0.5-3.

137. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Iowa Code Ann. § 714H et. seq. In particular, Iowa law prohibits any "practice or act the person knows or reasonably should know is an unfair practice, deception, fraud, false pretense, or false promise, or the misrepresentation, concealment, suppression, or omission of a material fact, with the intent that others rely upon the unfair practice, deception, fraud, false pretense, false promise, misrepresentation, concealment, suppression, or omission in connection with the advertisement, sale, or lease of consumer merchandise, or the solicitation of contributions for charitable purposes." Iowa Code Ann. § 714H.3. By selling laminate

flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Iowa Code Ann. § 714H.3.

138. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Kan. Stat. Ann, § 50-623, et seq. In particular, Kansas law provides, "(a) No supplier shall engage in any deceptive act or practice in connection with a consumer transaction; (b) Deceptive acts and practices include, but are not limited to, the following, each of which is hereby declared to be a violation of this act, whether or not any consumer has in fact been misled: (1) Representations made knowingly or with reason to know that: (A) Property or services have sponsorship, approval, accessories, characteristics, ingredients, uses, benefits or quantities that they do not have; . . . (D) property or services are of a particular standard, quality, grade, style or model, if they are of another which differs materially from the representation; . . . (F) property or services has uses, benefits or characteristics unless the supplier relied upon and possesses a reasonable basis for making such representation; or (G) use, benefit or characteristic of property or services has been proven or otherwise substantiated unless the supplier relied upon and possesses the type and amount of proof or substantiation represented to exist; (2) the willful use, in any oral or written representation, of exaggeration, falsehood, innuendo or ambiguity as to a material fact; (3) the willful failure to state a material fact, or the willful concealment, suppression or omission of a material fact" Kan. Stat. Ann. § 50-

626. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Kan. Stat. Ann. § 50-626.

139. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Ky. Rev. Stat. Ann. § 367.110, et seq. In particular, Kentucky law provides, "(1) Unfair, false, misleading, or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful. (2) For the purposes of this section, unfair shall be construed to mean unconscionable." Ky. Rev. Stat. Ann. § 367.170. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Ky. Rev. Stat. Ann. § 367.170.

140. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of La. Rev. Stat. Ann. § 51:1401, et seq. Particularly, Louisiana law provides, "Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." La. Rev. Stat. Ann. § 51:1405A. By selling laminate flooring to consumers with the representation that the laminate flooring

is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated La. Rev. Stat. Ann. § 51:1405A.

141. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of 5 Me. Rev. Stat. Ann. tit. 5, § 205A, et seq. In particular, Maine law provides, "Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are declared unlawful." Me. Rev. Stat. Ann. tit. 5, § 207. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Me. Rev. Stat. Ann. tit. 5, § 207.

142. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Md. Code Ann., Com. Law § 13-101, et seq. In particular, Maryland law provides, "Unfair or deceptive trade practices include any: (1) False, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers; (2) Representation that: (i) Consumer goods, consumer realty, or consumer services have a sponsorship, approval, accessory, characteristic, ingredient, use, benefit, or quantity which they

do not have; . . . or . . . (iv) Consumer goods, consumer realty, or consumer services are of a particular standard, quality, grade, style, or model which they are not; (3) Failure to state a material fact if the failure deceives or tends to deceive; . . . (5) Advertisement or offer of consumer goods, consumer realty, or consumer services: (i) Without intent to sell, lease, or rent them as advertised or offered; . . . (9) Deception, fraud, false pretense, false premise, misrepresentation, or knowing concealment, suppression, or omission of any material fact with the intent that a consumer rely on the same in connection with: (i) The promotion or sale of any consumer goods, consumer realty, or consumer service. . ."

Md. Code Ann., Com. Law §13-301. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Md. Code Ann., Com. Law § 13-301.

143. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Mass. Gen. Laws ch. 93A, § 1, et seq. In particular, Massachusetts law provides "(a) Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." Mass. Gen. Laws ch. 93A, § 2. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in

fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Mass. Gen. Laws ch. 93A, § 2.

144. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Mich. Comp. Laws § 445.901, et seq. In particular, Michigan law provides, "(1) Unfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce are unlawful and are defined as follows: . . . (c) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have . . . (e) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another. . . . (g) Advertising or representing goods or services with intent not to dispose of those goods or services as advertised or represented . . . (s) Failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer . . . (bb) Making a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is. . . . (cc) Failing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner." Mich. Comp. Laws § 445.903. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards

and due to Defendants' improper warranty practices, Defendants violated Mich. Comp. Laws § 445.903.

145. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Minn. Stat. § 8. 1, et seq. In particular, Minnesota law provides, "A person engages in a deceptive trade practice when, in the course of business, vocation, or occupation, the person: . . . (5) represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have . . . ; . . . (7) represents that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; . . . (9) advertises goods or services with intent not to sell them as advertised; . . . or (13) engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding." Minn. Stat. § 325D.44, sub. 1. Minnesota law further provides, "Any person, firm, corporation, or association who, with intent to sell or in anywise dispose of merchandise, securities, service, or anything offered by such person, firm, corporation, or association, directly or indirectly, to the public, for sale or distribution, or with intent to increase the consumption thereof, or to induce the public in any manner to enter into any obligation relating thereto, or to acquire title thereto, or any interest therein, makes, publishes, disseminates, circulates, or places before the public, or causes, directly or indirectly, to be made, published, disseminated, circulated, or placed before the public, in this state, in a newspaper or other publication, or in the form of a hook, notice, handbill, poster, bill, label, price tag, circular, pamphlet, program, or letter, or over any radio or television station, or in any other way, an advertisement of any sort regarding merchandise, securities, service, or anything so offered to the public, for use, consumption, purchase, or sale, which advertisement contains any material assertion,

representation, or statement of fact which is untrue, deceptive, or misleading, shall, whether or not pecuniary or other specific damage to any person occurs as a direct result thereof, be guilty of a misdemeanor, and any such act is declared to be a public nuisance and may be enjoined as such." Minn. Stat. § 325F.67. Minnesota law provides as well that, "The act, use, or employment by any person of any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is enjoined" Minn. Stat. § 325F.69, sub. 1. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Minn. Stat. §§ 325D.44, sub. 1, 325F.67 and 325F.69, sub. 1.

146. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation Miss. Code Ann. § 75-24-1, et seq. In particular, the Mississippi Consumer Protection Act prohibits "[u]nfair methods of competition affecting commerce and unfair or deceptive trade practices in or affecting commerce." The MCPA provides a list of categories of generally prohibited conduct, including but not limited to: "(b) Misrepresentation of the source, sponsorship, approval, or certification of goods or services, (c) Misrepresentation of affiliation, connection, or association with, or certification by another;...(e) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or

quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have;... (g) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another..." Miss. Code Ann. § 75-24-1. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Miss. Code Ann. § 75-24-1.

147. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Mo. Rev. Stat. § 407.010, et seq. In particular Missouri law provides, "The act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce . . . , in or from the state of Missouri, is declared to be an unlawful practice. . . ." Mo. Rev. Stat. § 407.020.1. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Mo. Rev. Stat. § 407.020. 1.

148. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Mont. Code Ann. § 30-14-101, et seq. In particular, Montana law provides, "Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful." Mont. Code Ann. § 30-14-103. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Mont. Code Ann. § 30-14-103.

149. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Neb. Rev. Stat. § 59-1601, et seq. In particular, Nebraska law provides, unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce shall be unlawful." Neb. Rev. Stat. § 59-1602. Nebraska law further provides, "(a) A person engages in a deceptive trade practice when, in the course of his or her business, vocation, or occupation, he or she: . . . (5) Represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not . . . ; . . . (9) Advertises goods or services with intent not to sell them as advertised; . . . (c) section does not affect unfair trade practices otherwise actionable at common law or under statutes of this state." Neb. Rev. Stat. § 87-302. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws,

[they] exceed them” when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants’ improper warranty practices, Defendants violated Neb. Rev. Stat. §§ 59-1602, 87-302.

150. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Nev. Rev. Stat. § 598.0903, et seq. Nevada law provides in particular, “A person engages in a ‘deceptive trade practice’ if, in the course of his business or occupation, he: . . . 5. Knowingly makes a false representation as to the characteristics, ingredients, uses, ingredients, alterations or quantities of goods or services for sale or lease or a false representation as to the sponsorship, approval, status, affiliation or connection of a person therewith . . . 7. Represents that goods or services for sale or lease are of a particular standard, quality or grade, or that such goods are of a particular style or model, if he knows or should know that they are of another standard, quality, grade, style or model . . . 9. Advertises goods or services with intent not to sell or lease them as advertised . . . 15. Knowingly makes any other false representation in a transaction . . .” Nev. Rev. Stat. § 598.0915. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring “...meets or exceeds rigorous emissions standards...” and that they “not only comply with laws, [they] exceed them” when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants’ improper warranty practices, Defendants violated Nev. Rev. Stat. § 598.0915.

151. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in, violation of N.H. Rev. Stat. Ann. § 358-A:1, et seq. Particularly, New Hampshire

law provides, "It shall be unlawful for any person to use any unfair method of competition or any unfair or deceptive act or practice in the conduct of any trade or commerce within this state. Such unfair method of competition or unfair or deceptive act or practice shall include, but is not limited to, the following: . . . V. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have VII. Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; . . . IX. Advertising goods or services with intent not to sell them as advertised" N.H. Rev. Stat. Ann. § 358-A:2. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated N.H. Rev. Stat. Ann. § 358-A:2.

152. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of N.M. Stat. § 57-12-1, et seq. In particular, New Mexico law provides, "D. 'unfair or deceptive trade practice' means an act specifically declared unlawful pursuant to the Unfair Practices Act, a false or misleading oral or written statement, visual description or other representation of any kind knowingly made in connection with the sale, lease, rental or loan of goods or services or in the extension of credit or in the collection of debts by a person in the regular course of his trade or commerce, which may, tends to or does deceive or mislead any person and includes: . . . (5) representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have (7) representing

that goods or services are of a particular standard, quality or grade or that goods are of a particular style or model if they are of another: . . . (14) using exaggeration, innuendo or ambiguity as to a material fact or failing to state a material fact if doing so deceives or tends to deceive; . . . E. 'unconscionable trade practice' means an act or practice in connection with the sale, lease, rental or loan, or in connection with the offering for sale, lease, rental or loan, of any goods or services . . . : (1) takes advantage of the lack of knowledge, ability, experience or capacity of a person to a grossly unfair degree; or (2) results in a gross disparity between the value received by a person and the price paid."

N.M. Stat. §57-12-2. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated N.M. Stat. §57-12-2.

153. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of N. Y. Gen. Bus. Law § 349, et seq. In particular, New York law provides, "Deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state are hereby declared unlawful." N.Y. Gen. Bus. Law § 349. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards

and due to Defendants' improper warranty practices, Defendants violated N.Y. Gen. Bus. Law § 349.

154. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of N.C. Gen. Stat. § 75-1.1, et seq. In particular, North Carolina law provides, "Unfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce, are declared unlawful." N.C. Gen. Stat. § 75-1.1(a). By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated N.C. Gen. Stat. § 75-1.1(a).

155. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of N.D. Cent. Code § 51-15-01, et seq. In particular, North Dakota law provides, "The act, use, or employment by any person of any deceptive act or practice, fraud, false pretense, false promise, or misrepresentation, with the intent that others rely thereon in connection with the sale or advertisement of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is declared to be an unlawful practice." N.D. Cent. Code § 51-15-02. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they

"not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated N.D. Cent. Code § 51-15-02.

156. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Ohio Rev. Code Ann. § 1345.01, et seq. In particular, Ohio law provides, "No supplier shall commit an unfair or deceptive act or practice in connection with a consumer transaction. Such an unfair or deceptive act or practice by a supplier violates this section whether it occurs before, during, or after the transaction." Ohio Rev. Code Ann. § 1345.02(a). By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Ohio Rev. Code Ann. § 1345.02(a).

157. Defendants have engaged in unfair Competition or unfair or deceptive acts or practices or made false representations in violation of Okla. Stat. tit. 15, § 751, et seq. In particular, Oklahoma law provides, "As used in the Oklahoma Consumer Protection Act: 13. 'Deceptive trade practice' means a misrepresentation, omission or other practice that has deceived or could reasonably be expected to deceive or mislead a person to the detriment of that person. Such a practice may occur before, during or after a consumer transaction is entered into and may be written or oral; 14. 'Unfair trade practice' means any practice which offends established public policy or if the practice is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers. . . ." Okla.

Stat. tit. 15, § 752. Oklahoma law further provides. "A person engages in a practice which is declared to be unlawful under the Oklahoma Consumer Protection Act, Section 751 et seq. of this title, when, in the course of the person's business, the person: . . . 5. Makes a false representation, knowingly or with reason to know, as to the characteristics, ingredients, uses, benefits, alterations, or quantities of the subject of a consumer transaction. . . ; . . . 7. Represents, knowingly or with reason to know, that the subject of a consumer transaction is of a particular standard, style or model, if it is of another; 8. Advertises, knowingly or with reason to know, the subject of a consumer transaction with intent not to sell it as advertised; . . . 20. Commits an unfair or deceptive trade practice as defined in Section 752 of this title" Okla. Stat. tit. 15, § 753. It continues to provide, "A. A person engages in a deceptive trade practice when in the course of business, vocation, or occupation, the person: . . . 5. Knowingly makes a false representation as to the characteristics, ingredients, uses, benefits or quantities of goods or services or a false representation as to the sponsorship, approval, status, affiliation, or connection of a person therewith; . . . 7. Represents that goods or services are a particular standard, quality, or grade, or that goods are a particular style or model, if they are another; . . . C. The deceptive trade practices listed in this section are in addition to and do not limit the types of unfair trade practices actionable at common law or under other statutes of this state." Okla. Stat. tit. 78, § 53. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards

and due to Defendants' improper warranty practices, Defendants violated Okla. Stat. tit. 15, §§ 752 and 753, 78, § 53.

158. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Or. Rev. Stat. § 646.605, et seq. In particular, Oregon law provides, "A person engages in an unlawful practice when in the course of the person's business, vocation or occupation the person: (1) Employs any unconscionable tactic in connection with the sale, rental or other disposition of real estate, goods or services"

Or. Rev. Stat. § 646.607. Oregon law further provides, "(1) A person engages in an unlawful practice when in the course of the person's business, vocation or occupation the person does any of the following: . . . (e) Represents that real estate, goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, quantities or qualities that they do not have (g) Represents that real estate, goods or services are of a particular standard, quality, or grade, or that real estate or goods are of a particular style or model, if they are of another (t) Concurrent with tender or delivery of any real estate, goods or services fails to disclose any known material defect or material nonconformity. (u) Engages in any other unfair or deceptive conduct in trade or commerce." Or. Rev. Stat. § 646.608. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Or. Rev. Stat. §§ 646.607 646.608.

159. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of 73 Pa. Stat. Ann. tit. 73, § 201-I, et seq. In particular, Pennsylvania law provides, "(4) 'Unfair methods of competition' and 'unfair or deceptive acts or practices' mean any one or more of the following: (v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have . . . ; . . . (vii) Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another; . . . (ix) Advertising goods or services with intent not to sell them as advertised; . . . (xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding." Pa. Stat. Ann. tit. 73, § 201-2. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Pa. Stat. Ann. tit. 73, § 201-2.

160. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of R.I. Gen. Laws. § 6-13.1-1, et seq. In particular, Rhode Island law provides, "As used in this chapter: . . . (6) 'Unfair methods of competition and unfair or deceptive acts or practices' means any one or more of the following: (v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have . . . ; . . . (vii) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if

they are of another; . . . (ix) Advertising goods or services with intent not to sell them as advertised; . . . (xii) Engaging in any other conduct that similarly creates a likelihood of confusion or of misunderstanding; (xiii) Engaging in any act or practice that is unfair or deceptive to the consumer; (xiv) Using any other methods, acts or practices which mislead or deceive members of the public in a material respect; . . . (xvii) Advertising claims concerning safety, performance, and comparative price unless the advertiser, upon request by any person, the consumer council, or the attorney general, makes available documentation substantiating the validity of the claim . . .” R.I. Gen. Laws § 6-13.1-1. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring “...meets or exceeds rigorous emissions standards...” and that they “not only comply with laws, [they] exceed them” when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants’ improper warranty practices, Defendants violated R.I. Gen. Laws § 6-13.1-1.

161. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of S.C. Code Ann. § 39-5-10, et seq. In particular, South Carolina law provides, “Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful. . . .” S.C. Code Ann. § 39-5-20. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring “...meets or exceeds rigorous emissions standards...” and that they “not only comply with laws, [they] exceed them” when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards

and due to Defendants' improper warranty practices, Defendants violated S.C. Code Ann. § 39-5-20.

162. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of S.D. Codified Laws § 37-24-1, et seq. In particular, South Dakota law provides, "It is a deceptive act or practice for any person to: (1) Knowingly and intentionally act, use, or employ any deceptive act or practice, fraud, false pretense, false promises, or misrepresentation or to conceal, suppress, or omit any material fact in connection with the sale or advertisement of any merchandise, regardless of whether any person has in fact been mislead, deceived, or damaged thereby." S. D. Codified Laws § 37-24-6(1). By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated S. D. Codified Laws § 37-24-6(1).

163. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Tenn. Code Ann. § 47-18-101, et seq. In particular, Tennessee law provides "(b) Without limiting the scope of subsection (a), the following unfair or deceptive acts or practices affecting the conduct of any trade or commerce are declared to be unlawful and in violation of this part . . . (5) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have . . . ; . . . (7) Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another; . . . (9) Advertising goods

or services with intent not to sell them as advertised; . . . (21) Using statements or illustrations in any advertisement which create a false impression of the grade, quality, quantity, make, value, age, size, color, usability or origin of the goods or services offered, or which may otherwise misrepresent the goods or services in such a manner that later, on disclosure of the true facts, there is a likelihood that the buyer may be switched from the advertised goods or services to other goods or services; . . . (27) Engaging in any other act or practice which is deceptive to the consumer or to any other person” Tenn. Code Ann. § 47-18-104. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring “...meets or exceeds rigorous emissions standards...” and that they “not only comply with laws, [they] exceed them” when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants’ improper warranty practices, Defendants violated Tenn. Code Ann, § 47-18-104.

164. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Tex. Bus. & Com. Code Ann. § 17.41, et seq. In particular, Texas law provides, (a) False, misleading, or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful and are subject to action by the consumer protection division under Sections 17.47, 17.58, 17.60, and 17.61 of this code. (b) Except as provided in Subsection (d) of this section, the term false, misleading, or deceptive acts or practices’ includes, but is not limited to, the following acts: . . . (5) representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have . . . ; . . . (7) representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if

they are of another; . . . (9) advertising goods or services with intent not to sell them, as advertised; . . . (24) failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed" Tex. Bus. & Com. Code Ann. § 17.46. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Tex. Bus. & Com. Code Ann. 17.46.

165. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Utah Code Ann. § 11.11-1, et seq. In particular, Utah law provides, "(1) A deceptive act or practice by a supplier in connection with a consumer transaction violates this chapter whether it occurs before, during, or after the transaction. (2) Without limiting the scope of Subsection (1), a supplier commits a deceptive act or practice if the supplier knowingly or intentionally: (a) indicates that the subject of a consumer transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits, if it has not; (h) indicates that the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not; . . . (e) indicates that the subject of a consumer transaction has been supplied in accordance with a previous representation, if it has not; . . . (j) . . . (ii) fails to honor a warranty or a particular warranty term" Utah Code Ann. § 13-11-4. By selling laminate flooring to consumers

with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Utah Code Ann. § 13-11-4.

166. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Vt. Stat. Ann. tit. 9, § 2451, et seq. In particular, Vermont law provides. "(a) Unfair methods of competition in commerce, and unfair or deceptive acts or practices in commerce, are hereby declared unlawful." Vt. Stat. Ann. tit. 9, § 2453. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Vt. Stat. Ann. tit. 9 § 2453.

167. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Va. Code Ann. § 59.1-196, et seq. In particular, Virginia law provides "A. The following fraudulent acts or practices committed by a supplier in connection with a consumer transaction are hereby declared unlawful: . . . 5.

Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits; 6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model; 7. Advertising or offering for sale goods that are used,

secondhand, repossessed, defective, blemished, deteriorated, or reconditioned, or that are 'seconds,' irregulars, imperfects, or 'not first class,' without clearly and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand, repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects or 'not first class'; 8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the price or upon the terms advertised. 14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction" Va. Code Ann. 59.1-200. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Va. Code Ann. § 59.1-200.

168. Defendants have engaged in unfair competition or unfair, deceptive or fraudulent acts or practices in violation of Wash. Rev. Code. § 1986.010, et seq. Particularly, Washington law provides, "Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." Wash. Rev. Code § 19.86.020. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the

regulatory standards and due to Defendants' improper warranty practices, Defendants violated Wash. Rev. Code § 1986.020.

169. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of W. Va. Code § 46A-6-101, et seq. In particular, West Virginia law provides "(7) 'Unfair methods of competition and unfair or deceptive acts or practices' means and includes, but is not limited to, any one or more of the following: . . . (E) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have . . . ; . . . (G) Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model if they are of another . . . (I) Advertising goods or services with intent not to sell them as advertised; . . . (L) Engaging in any other conduct which similarly creates a likelihood of confusion or of misunderstanding; . . . (M) The act, use or employment by any person of any deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any goods or services, whether or not any person has in fact been misled, deceived or damaged thereby. . . ." W. Va. Code § 46A-6-102. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated W. Va. Code § 46A-6-102.

170. Defendants have engaged in unfair competition or unfair, deceptive or fraudulent acts or practices in violation of Wis. Stat. § 100.20, et seq. Particularly, Wisconsin law provides, "Methods of competition in business and trade practices in business shall be fair. Unfair methods of competition in business and unfair trade practices in business are hereby prohibited." Wis. Stat. § 100.20(1). By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Wis. Stat. § 100.20(1).

171. Defendants have engaged in unfair competition or unfair, deceptive or fraudulent acts or practices in violation of Wyo. Stat. Ann. § 40-12-101, et seq. In particular, Wyoming law provides, "(a) A person engages in a deceptive trade practice unlawful under this act when, in the course of his business and in connection with a consumer transaction, he knowingly: (i) Represents that merchandise has a source, origin, sponsorship, approval, accessories or uses it does not have: . . . (iii) Represents that merchandise is of a particular standard, grade, style or model, if it is not; . . . (x) Advertises merchandise with intent not to sell it as advertised; . . . or . . . (xv) Engages in unfair or deceptive acts or practices." Wyo. Stat. Ann. § 40-12-105. By selling laminate flooring to consumers with the representation that the laminate flooring is compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and that all of their flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them" when in

fact the laminate flooring contained levels of formaldehyde well above the regulatory standards and due to Defendants' improper warranty practices, Defendants violated Wyo. Stat. Ann. § 40-12-105.

172. Plaintiffs and members of the Class Members have been injured by reason of Defendants' unfair and deceptive acts and practices in regard to Defendants falsely labeling the Laminate Flooring packages sold to Plaintiff as compliant with CARB by expressly stating on the label that it is CARB-2 Compliant and by stating on its website that its flooring "...meets or exceeds rigorous emissions standards..." and that they "not only comply with laws, [they] exceed them." These injuries are of the type that the above State consumer protection statutes were designed to prevent, and are the direct result of Defendants' unlawful conduct.

COUNT X

(Violations of the Truth-in-Consumer Contract, Warranty and Notice Act) **On Behalf of New Jersey Class Members Only**

173. Plaintiff incorporates the above allegations by reference as if fully set forth herein.

174. Plaintiffs and those similarly situated are "consumers" within the meaning of TCCWNA, as set forth at N.J.S.A. 56:12-15.

175. Defendants are "sellers" within the meaning of TCCWNA, as set forth at N.J.S.A. 56:12-15 and -17.

176. Defendants violated TCCWNA with respect to Plaintiffs and Class by inducing Plaintiffs and the New Jersey Class Members to purchase the laminate flooring by falsely labeling the wood flooring packages sold to Plaintiff as compliant with CARB by expressly stating on the label that it is CARB-2 Compliant. Indeed, the Lumber Liquidators website promises that all of their flooring "...meets or exceeds rigorous emissions standards..." and that

they “not only comply with laws, [they] exceed them.” *See* www.lumberliquidators.com. These advertisements and false statements promoted the image that the Laminate Flooring contained a safe level of formaldehyde under state and federal standards. In fact, Defendants knew that the Laminate Flooring contained high levels of formaldehyde but represented that it didn’t so that it could make a higher profit due to the lower cost of the flooring that did not meet regulatory formaldehyde emissions standards. These fraudulent tactics violate the NJCFA, as alleged above and in Count VIII. Thus, Defendants violated Plaintiffs’ and the New Jersey Class Members’ clearly established legal rights or responsibilities of Defendants under the NJCFA and, therefore, Defendants violated TCCWNA.

177. The Laminate Flooring sold to Plaintiffs by Defendants contained levels of formaldehyde that exceeded the standards set by the Toxic Substances Control Act and the Formaldehyde Standards for Composite Wood Products Act. 15 U.S.C. 2601, *et seq.* Thus, in addition to violating the TCCWNA by violating the NJCFA, Defendants also violated Plaintiffs’ and the New Jersey Class Members’ clearly established legal rights or responsibilities of Defendants by violating the Toxic Substances Control Act. Thus, Defendants violated TCCWNA because they directly violated the provisions of the Toxic Substances Control Act and the Formaldehyde Standards for Composite Wood Products Act. 15 U.S.C. 2601, *et seq.*

178. As a result of Defendants’ violations of TCCWNA, Plaintiffs and those similarly situated are entitled to statutory damages of not less than \$100 for each of Defendants’ TCCWNA violations, as provided by N.J.S.A. 56:12-17.

COUNT XI **Injunctive and Equitable Relief**

179. Plaintiff incorporates the above allegations by reference as if fully set forth herein

180. Injunctive and equitable relief is appropriate and proper to remedy Defendants' past misconduct and prevent such misconduct from continuing to occur.

181. Appropriate and proper injunctive and equitable relief includes a Judicial Order compelling Defendants to pay for a notice process in which Defendants notify the Class Members about the dangerously high levels of formaldehyde in the Laminate Flooring despite the representation on the product label, and, as and if requested, replace the Laminate Flooring with laminate flooring that meets the CARB-2 regulations at Defendants' cost.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiffs request that the Court issue an Order and grant Judgment to the Class Plaintiffs as follows:

- A. Certifying this action as a Class Action pursuant to Federal Rule of Civil Procedure 23;
- B. Naming the Plaintiffs as the representatives Named Class Plaintiffs on behalf of the absent Class Members;
- C. Appointing Poulos LoPiccolo PC Class Counsel for all purposes in this action;
- D. Granting the Plaintiffs and the Class Members contractual, restitutionary and statutory, common law and punitive damages in full recompense for their damages.
- E. Awarding Plaintiffs Class Members actual damages, compensatory damages and treble damages pursuant to the CFA at N.J.S.A. 56:8-19;
- F. Awarding Plaintiffs and the New Jersey Class Members the maximum civil penalties under the TCCWNA, pursuant to N.J.S.A. 56:12-17;

G. Awarding Plaintiffs and the Subclass their reasonable attorneys' fees and costs pursuant to the CFA at N.J.S.A. 56:8-19 and TCCWNA at N.J.S.A. 56:12-17 and reflective of the work done in prosecuting this action, the time spent, the effort and hard costs invested, and results obtained, in light of the Court's judgment informed by awards in other similar cases of comparable difficulty and complexity.

H. Awarding pre-judgment and post-judgment interest and costs of suit; and

I. Granting the Plaintiffs and Class Members such other and further relief, including, without limitation, injunctive and equitable relief, as the Court deems just in all the circumstances.

JURY DEMAND

The Plaintiffs demand a jury trial on all issues so triable.

TRIAL COUNSEL DESIGNATION

The Plaintiffs designate as trial counsel: Joseph LoPiccolo and John N. Poulos of Poulos LoPiccolo PC.

NOTICE TO ATTORNEY GENERAL OF ACTION

A copy of this Complaint will be mailed to the Attorney General of the State of New Jersey within ten (10) days after the filing of the Complaint with the Court, pursuant to N.J.S.A.

56:8-20

Dated: March 10, 2015

POULOS LOPICCOLO PC

By: /s/Joseph LoPiccolo
Joseph LoPiccolo
John N. Poulos

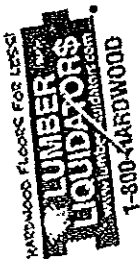
Poulos LoPiccolo PC
1305 South Roller Road
Ocean, New Jersey 07712
(732) 757-0165
lopiccolo@pllawnfirm.com
poulos@pllawnfirm.com

EXHIBIT A

Page 1 of 1

Phone: (732) 963-2035
 Fax: (732) 963-2040
 Email: Store141@lumberliquidators.com

OAKHURST NJ 1141
 1604 SR-35
 OAKHURST NJ 07755



Payment Receipt

Information

Sales Order No 0124129107
 Payment Reference 504258007
 Document Date 10/14/2014
 Customer No. 0004943813
 Currency USD
 Contact Person

Order Comments

Bill-To-Party

GREGG JEGOU

Ship-To-Party

GREGG JEGOU

Master Card XXXXXXXXXXXXXXXXXXXX 3,160.61 USD

AUTH NO

Name: JEGOU JIVY L

Signature

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

FOR LESS
LUMBER LIQUIDATORS
 1-800-HARDWOOD

OAKHURST NJ 1141
 1604 SR-35
 OAKHURST NJ 07755

Phone (732) 963-2035

Fax: (732) 963-2040

Email: Store141@lumberliquidators.com

Page 1 of 3

Oct 14, 2014

18:29:00

Invoice

Bill-To-Party

GREGG JEGOU

Ship-To-Party

GREGG JEGOU

Information

Sales Order No 124129107
 Document Date 10/14/2014
 Customer No. 4943813
 Currency USD
 Contact Person

Order Comments

ITEM	PRODUCT	QUANTITY	QTY OPEN	QTY SHIPPED	PRICE	AMOUNT
10	10029700/10DD/1141 NVP Delaware Bay Driftwood 10mm	361.80	361.80	0.00 FT2	1.69 USD	611.44 USD

Item Discount: 0.00 USD 61.14 USD
 Net Value for Item: 1.52 USD 550.30 USD

25 Year Warranty

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 process. Expect slight variations from samples to installed flooring. Pull from multiple boxes when installing to mix patterns. Refer to product warranty for details.

20	10026751/12SH/1141 KM Sandy Hills Hickory 12mm	1,153.50	1,153.50	0.00 FT2	2.29 USD	2,641.52 USD
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Item Discount: 0.00 USD 264.16 USD
 Net Value for Item: 2.06 USD 2,377.36 USD

30 Year Warranty

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.

Page 2 of 3

Phone: (732) 963-2035

Fax: (732) 963-2040

Oct 14, 2014 18:29:00

Email: Store141@lumberliquidators.com

OAKHURST NJ 1141

1604 SR-35

OAKHURST NJ 07755

OR LESS
LUMBER
LIQUIDATORS
 www.lumberliquidators.com
 1-800-HARDWOOD

Invoice

Sales Order No: 0124129107

ITEM	PRODUCT	QUANTITY	QTY OPEN	QTY SHIPPED	PRICE	AMOUNT
------	---------	----------	----------	-------------	-------	--------

30	10027538/A12SHRED/1141 LAM Sandy Hills Hickory 7.5' RED	7.50	7.50	0.00 FT	3.49 USD	26.18 USD
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Items Total: 2,953.84 USD

Tax: 206.77 USD

Final Amount: 3,160.61 USD

Down Payment Total: 3,160.61 USD

Balance Due: 0.00 USD



OAKHURST NJ 1141
1604 SR-35
OAKHURST NJ 07755

Phone: (732) 963-2035

Fax: (732) 963-2040

Email: Store141@lumberliquidators.com

Page 3 of 3

Oct 14, 2014 18:29:00

Invoice

Sales Order No: 0124129107

Measurement/Quantity: Flooring is sold by box/bundle. No partial or fractional boxes/bundles are sold. Tile is sold by the piece. 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. Buyer should retain mill code information from box.

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. Installation must be performed in accordance with instructions and industry standards (NWFA or TCNA). 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 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. Returns are subject to approval and 20% restocking fee (no restocking fee for moldings, trim, and tools) and must be within 30 days of product receipt. 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.

Limited Warranty and Other Limitations: Products may or may not have a limited warranty as specified in information with the product or available as set forth below. ALL OTHER WARRANTIES ARE DISCLAIMED, 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.

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 purchase. Buyer information is entered into Lumber Liquidators' contact list. Buyer may opt out of the list by contacting Lumber Liquidators by telephone or email.

Products on this invoice are being offered and sold by Lumber Liquidators, Inc. For written copies of limited 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

EXHIBIT B

3/8/2015

Lumber Liquidators linked to health and safety violations - CBS News

CBS News / CBS Evening News / CBS This Morning / 48 Hours / 60 Minutes / Sunday Morning / Face The Nation / CBSN

Log In



LUMBER LIQUIDATORS LINKED TO HEALTH AND SAFETY VIOLATIONS

60 Minutes found that Lumber Liquidators' Chinese-made laminate flooring contains amounts of toxic formaldehyde that may not meet health and safety standards

2015 CORRESPONDENT COMMENTS FACEBOOK TWITTER STUMBLE MORE
MAR 01 ANDERSON COOPER 290 11.6K 1.4K

Update: For more on the tests used to investigate Lumber Liquidators, click here.

The following is a script from "Lumber Liquidators" which aired on March 1, 2015. Anderson Cooper is the correspondent. Katherine Davis and Sam Hornblower, producers.

Lumber Liquidators is the largest and fastest-growing retailer of hardwood flooring in North America, with over 360 stores in 46 states and revenues of more than a billion dollars a year. But hardwood isn't the only product they sell. More than 100 million square feet of the company's cheaper laminate flooring is installed in American homes every year.

Lumber Liquidators is a U.S. company, but much of its laminate flooring is made in China, and as we discovered during our investigation, may fail to meet health and safety standards, because it contains high levels of formaldehyde, a known cancer causing chemical. Lumber Liquidators insists its Chinese-made laminate flooring is safe, but it doesn't appear that way based on what we learned from our own reporting and from the work of people like Denny Larson.

RECENT SEGMENTS



Who is L



The Storm



Lumber linked to safety vi



Rememb Simon

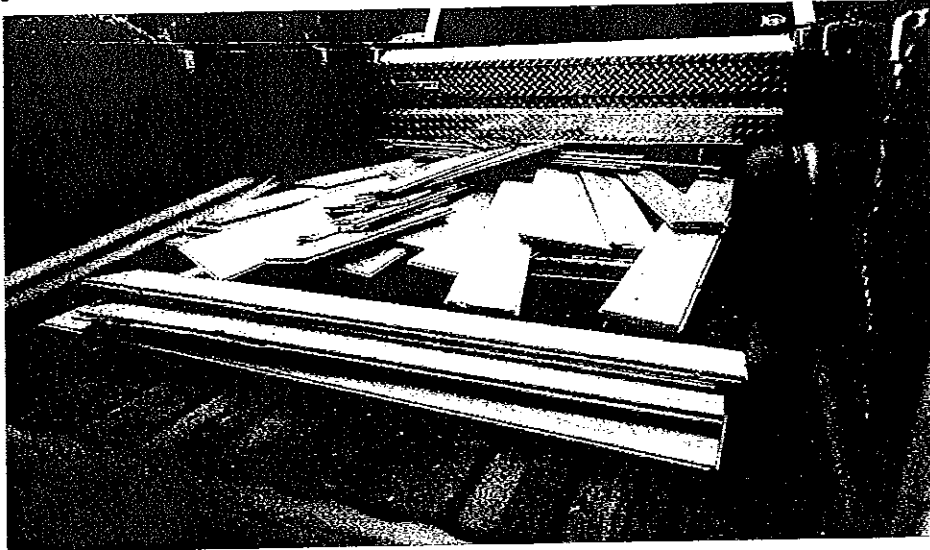


Bradley C Minutes

60 MINUTES AI

3/8/2015

Lumber Liquidators linked to health and safety violations - CBS News



Lumber Liquidators flooring - CBS NEWS



New Look. New Season. The 60 M
iPad, iPhone and iPod To

Anderson Cooper: You want the company to remove all the flooring?

Denny Larson: Every single board. At their cost and replace it with clean flooring.

Anderson Cooper: How much is that gonna cost?

Denny Larson: You know what? I don't care. Because they're guilty of selling people product that could make them sick.

These worried California homeowners, who didn't want to be identified, aren't waiting for Lumber Liquidators. They are ripping up their floors now. But many can't afford to replace the flooring on their own.

Denny Larson: They don't know what to do. They have flooring that they think is making them sick.

Denny Larson, who is executive director of a nonprofit group called Global Community Monitor, teamed up with Richard Drury, a prominent environmental attorney, to test Lumber Liquidators Chinese-made laminate flooring.

Anderson Cooper: Do you have any idea how much of this wood is in people's homes right now?

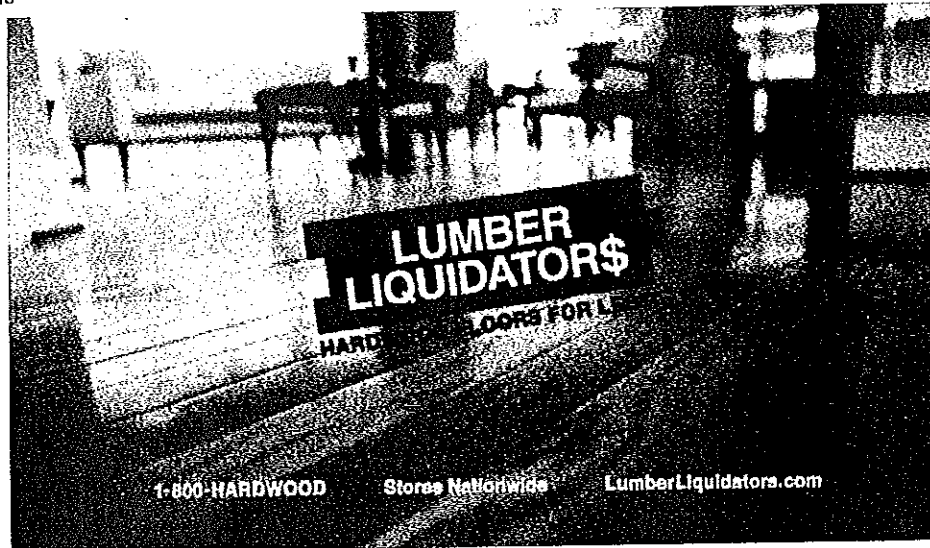
Richard Drury: We believe there are probably tens of thousands of households in California that have installed Lumber Liquidators Chinese laminates that may exceed formaldehyde standards

Anderson Cooper: Nationwide?

Richard Drury: Nationwide, its probably hundreds of thousands.

3/8/2015

Lumber Liquidators linked to health and safety violations - CBS News



Lumber Liquidators ad

Drury and Larson bought more than 150 boxes of laminate flooring at stores around California and sent them to three certified labs for a series of tests. The results? While laminate flooring from Home Depot and Lowes had acceptable levels of formaldehyde, as did Lumber Liquidators American-made laminates, every single sample of Chinese-made laminate flooring from Lumber Liquidators failed to meet California formaldehyde emissions standards. Many by a large margin.

Richard Drury: The average level in Lumber Liquidators products that we found was over six to seven times above the state standard for formaldehyde. And we found some that were close to 20 times above the level that's allowed to be sold.

Anderson Cooper: That sounds like a huge amount.

Denny Larson: It's a huge amount

Richard Drury: It's a startling amount. It was so high, in fact, that one of our test labs thought their machine was broken.

Anderson Cooper: The lab itself thought...

Denny Larson: It hit the upper limit on the radar gun. And they thought it was broken.

Dr. Philip Landrigan: It's not a safe level, it's a level that the US EPA calls polluted indoor conditions.

Anderson Cooper: Would you want that in your home?

Dr. Philip Landrigan: No.

Dr. Philip Landrigan of N.Y.'s Mt. Sinai Hospital, specializes in environmental pediatrics and exposure to toxic chemicals. He's talking about the results of another kind of test Drury and Larson conducted measuring the concentration of formaldehyde emissions coming off the laminates into the air of a typical home.

3/8/2015

Lumber Liquidators linked to health and safety violations - CBS News



Anderson Cooper and Dr. Philip Landrigan - CBS NEWS

Dr. Philip Landrigan: I would say long-term exposure at that level would be risky because it would increase the risk for chronic respiratory irritation, change in a person's lung function, increased risk of asthma. It's not going to produce symptoms in everyone but children will be the people most likely to show symptoms at that sort of level.

Children are featured prominently in Lumber Liquidators ads, and the company likes to promote the donations of flooring they make to Habitat for Humanity, Ronald McDonald House Charities, schools, and community centers.

And on their website, Lumber Liquidators promises that all of their flooring "meets or exceeds rigorous emissions standards" and they say "we not only comply with laws, we exceed them."

Anderson Cooper: Is that true?

Richard Drury: That is not a true statement.

Anderson Cooper: Is it legal to sell these boxes of wood in California?

Richard Drury: No, it is not. It is illegal to sell these boxes of wood in California. We hope that they will not sell these products anywhere in the nation, because they are above the health-based standards the state law has set.

Drury and Larson, who are backed by short sellers — a group of Wall Street investors who are betting the company is overvalued — have sued Lumber Liquidators, accusing them of violating California's toxic warning statute. Drury has also launched a class action lawsuit against the company.

It is legal for flooring to contain formaldehyde. The chemical is present in some of the cheap glues used in factories like this one in China. This footage was recorded by investigators hired by 60 Minutes.

Formaldehyde is in the glues used to bind wood particles together to make the core boards in laminate flooring. The laminated top, which covers the core board, keeps most of the formaldehyde emissions trapped inside. But formaldehyde does leak into the air.

How much is inhaled by homeowners depends on how much formaldehyde is in the glue and how much ventilation is in the home.

Denny Larson: You're in a chamber so you're living with it. You're sleeping in there. And you're constantly exposed. That's the threat. The constant exposure to a potent carcinogen over a long period of time.

Because formaldehyde can cause myeloid leukemia and nasopharyngeal cancer at high levels

3/8/2015

Lumber Liquidators linked to health and safety violations - CBS News

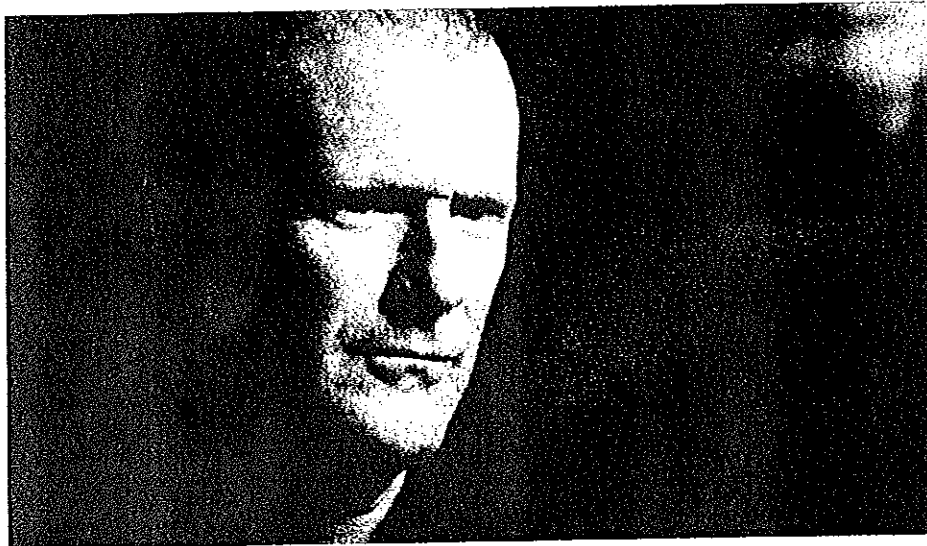
and respiratory issues as well as eye, nose and throat irritation at even low levels, California has strict standards for how much of the chemical the core boards in laminate flooring can emit.

Every box of laminate flooring Lumber Liquidators sells carries this label - stating its CARB Phase 2 Compliant - CARB is an acronym for the California Air Resources Board, which sets strict standards for formaldehyde emissions in wood flooring. Congress adopted California's limits when it passed the Formaldehyde Standards Act in 2010. That law is scheduled to take effect nationwide this year.

Drury and Larson only had wood tested that was being sold in California. But we wondered if the Chinese-made laminate flooring that Lumber Liquidators is selling nationwide also has high levels of formaldehyde. So we went to stores in Virginia, Florida, Texas, Illinois and New York, and bought 31 boxes of it.

We sent the samples for testing at two certified labs. It turns out of the 31 samples of Chinese-made laminate flooring, only one was compliant with formaldehyde emissions standards. Some were more than 13x over the California limit. Both labs told us they had never seen formaldehyde levels that high.

But when we took those test results to Lumber Liquidators' founder and chairman Tom Sullivan, he refused to accept the methodology as valid and points out the company is not required by law to test their finished products like we did.



Tom Sullivan, founder and chairman of Lumber Liquidators / CBS NEWS

Tom Sullivan: It's not a real world test of the laminate - it's not the way it's used.

Anderson Cooper: You say you don't believe in this test, but what you believe doesn't really matter. It's what CARB believes. And they believe in this test.

Tom Sullivan: We will do whatever the regulations are.

Anderson Cooper: I just don't understand how a group can do tests on your Chinese-made laminates and every single one of those failed to meet the emissions standards.

Tom Sullivan: People have different reasons for this test. This is a group of lawyers who are suing us, selling short on our stock.

Anderson Cooper: But the short sellers are not conducting this test, it's these certified labs.

Tom Sullivan: But it started with short sellers.

One of the first people to raise questions about Lumber Liquidators back in 2013 was Whitney Tilson, a Wall Street hedge fund manager. He has shorted the company's stock but is not involved in any lawsuit against it.

3/8/2015

Lumber Liquidators linked to health and safety violations - CBS News

Whitney Tilson: In 16 years of professional money management, I've seen hundreds of companies do all sorts of bad things to get their stock prices up. But this has got to be the worst.

Whitney Tilson studies the workings of companies he's interested in investing in and he noticed the profit margins at Lumber Liquidators seemed unusually high compared to its competitors.

Whitney Tilson: When you see a commodity business suddenly double its profit margins, that raises red flags.

Anderson Cooper: Because it's hard to have your profit margin double in two years?

Whitney Tilson: Exactly. It's almost unprecedented for a company.

Based on those profits, Lumber Liquidators' stock price had gone from \$13 a share in 2011 to \$119 in 2013.

Tilson suspected the company might be breaking the law. He learned they were under federal investigation for allegedly buying timber illegally logged in Russia. U.S. agents had raided Lumber Liquidators' headquarters in September 2013. The company denies buying illegally logged wood but announced just this week the Department of Justice may file criminal charges against them.

Six months after he bet millions the stock would go down, Whitney Tilson got tipped off by someone familiar with Lumber Liquidators' operations in China, who said he was missing the bigger story.

Whitney Tilson: The much bigger story, he said is that Lumber Liquidators was almost certainly purchasing formaldehyde-tainted laminated flooring in China.

Anderson Cooper: Why would Lumber Liquidators purchase wood that's tainted with formaldehyde?

Whitney Tilson: The answer is greed. Plain and simple. It's cheaper and-- it reduces the cost by about 10 percent.

Anderson Cooper: Which in a business with these kinds of profit margins - 10 percent means - it's a lot of money?

Whitney Tilson: It's enormous.

Tom Sullivan: Our goal is to sell a good product at a good price. And we don't get the price by skimping on anything. We get the price by low overhead, huge volume and being very efficient at what we do. And we're never gonna sell something unsafe.

Anderson Cooper: Do you trust your mills in China?

Tom Sullivan: We do. We have inspectors that doublecheck them. The mills are licensed by California - the Chinese mills we deal with in the laminates are licensed by California.

Anderson Cooper: When you say its licensed by California, what that really means is California says this mill is capable of making CARB 2 Compliant product. California is not saying every piece - every product coming out of this mill is CARB 2 Compliant.

Tom Sullivan: But our specs are to make it to California standards.

But for months, we had been hearing from former Lumber Liquidators employees, suppliers and industry competitors that their Chinese-made laminates are not being made to California standards. So we sent our investigators undercover to the city of Changzhou, the laminate flooring capital of the world.

Posing as buyers, and using hidden cameras, the investigators visited three different mills that manufacture laminates for Lumber Liquidators.

Employees at the mills openly admitted that they use core boards with higher levels of

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formaldehyde to make Lumber Liquidators laminates, saving the company 10-15 percent on the price. At all three mills they also admitted falsely labeling the company's laminate flooring as CARB 2, meaning it meets California formaldehyde emissions standards, and the new U.S. federal law.

At this factory, the general manager told investigators Lumber Liquidators is one of their biggest customers.

[Manager: This is a best-seller for Lumber Liquidators.

Investigator: For Lumber Liquidators?

Manager: Yeah.

Investigator: How long have you been selling this?

Manager: From last year.

Investigator: Is this CARB 2?

CARB 2 means it's compliant with California law. But listen to what the general manager told us.

[Manager: No, no, no... I have to be honest with you. It's not CARB 2.

Investigator: Can I get CARB 2?

Manager: Yes, you can. It's just the price issue. We can make CARB 2 but it would be very expensive.]

And that's the same thing the undercover team was told at all three mills they visited.

[Investigator: All this stuff here, Lumber Liquidators... All their labeling is CARB 2 right? But it's not CARB 2?

Employee: Not CARB 2.]

Remember, Lumber Liquidators founder and chairman Tom Sullivan says that he trusts the Chinese mills his company uses.

Anderson Cooper: Employees at all three mills told us the laminates they make are not CARB 2 compliant. I want you to look at this....

We shared some of our hidden camera footage with him.

Tom Sullivan: I don't know the whole situation here. I will guarantee we'll be in that mill tomorrow and test it. And that is not anything we can condone in any way, to save a cent.

Anderson Cooper: This concerns you?

Tom Sullivan: Yeah, yeah, of course

Anderson Cooper: Is this acceptable to you?

Tom Sullivan: If it's true, no.

Anderson Cooper: All three mills told us they falsely label your products as CARB 2 compliant - that's cheating.

Tom Sullivan: That would be if that's true.

Anderson Cooper: Nobody's ever reported this to you?

Tom Sullivan: Again, we will investigate it. If there is anything going on, we will stop it immediately. I don't know if it's true or not. I don't know what the whole story is, but we will investigate it immediately.

3/8/2015

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Anderson Cooper: It certainly calls into question not just these mills, but it calls into question your oversight of these mills.

Tom Sullivan: It could, yes.

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Anderson Cooper

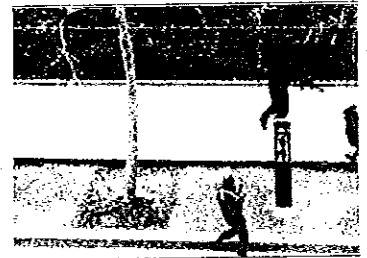
Anderson Cooper, anchor of CNN's "Anderson Cooper 360," has contributed to 60 Minutes since 2006. His exceptional reporting on big news events has earned Cooper a reputation as one of television's pre-eminent newsmen.



60 Minutes remembers and celebrates the life and extraordinary career of friend and colleague Bob Simon



In his final story for 60 Minutes, Bob Simon reports on the long and complicated development of ZMapp, a promising drug to combat Ebola



Clarissa Ward reports on the Paris neighborhood and prison that gave terrorists who carried out the two deaths in Paris last month

COMMENTS

290 Comments / 401 people listening

SIGN IN

290 Lumber Liquidators linked to health and safety violations

38 FEMA: Evidence of fraud in Hurricane Sandy report

25 The Swiss Leaks

19 The Storm after the Storm

17 Remembering Bob Simon

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COMMENTING FAQS / GUIDELINES

NEWEST | OLDEST | TOP COMMENTS

TINYTIM69 March 6, 2015 4:41PM

Funny how this was reported by Anderson Cooper. The same man who defends vaccines that contain formaldehyde. Evidently according to Anderson it's OK to inject a newborn with formaldehyde, but it's not OK to walk on it.

LIKE / REPLY

MOONIEGOO March 5, 2015 7:27PM

I just heard about this on the news about 1/2 hour ago! I have been feeling sick for the past year. I go to the doctor and keep telling him...something is very wrong. I feel sick. I went through test and nothing. I'm nauseous all the time. My husband who never gets sick, has been feeling under the weather. My dog has been vomiting for a few months. We figured being she had her annual exam, her monthly heart guard etc she must just have a weak stomach. I am beside myself. I just called to make an appointment at the vet and I'll call my doctor tomorrow to get an appointment

EXHIBIT C



Benchmark International

CBS News

Attn: Mr. Sam Hornblower
524 West 57 Street
New York, New York 10019
USA

CARB Deconstructed Laminate**Report Date:** 11/5/2014**Project #:** 0721504**Report Of:** CARB Deconstructed Laminate**Report #:** 0721504-1**Sample #:** 7220**Reporting
Lab:**

Benchmark Holdings, LLC

2710 West 5th Avenue, Eugene, OR 97402 USA

Phone: 541/484-9212 - Fax: 541/344-2735

ASTM D6007 Determining Formaldehyde Emissions Using Small Chamber**Chamber Results**

	Impinger
	#1
Observed Flow Rate (l/m):	1.000
Corr. Vol. of Air Sample:	30.552
Raw Absorbance Values:	0.301
	0.299
	0.296
Average Absorbance:	0.299
Unadjusted PPM:	0.647
Temp. Correction Factor 77°F:	0.97
R.H. Correction Factor 50% RH:	1.01
Standardized Concentration PPM:	0.636
Maximum PPM: Phase 2 = 0.11	

Production Data

KM Sandy Hills Hickory 12mm	
10026751	
Product: 12SH/1011	
Mill Code: CSD	Prod Date: 1-Jul-14
Prod Group: MDF*	Control Date: NS
Test Date: 4-Nov-14	Coll. Date: 15-Oct-14

CHAMBER ID#:

2

Chamber Conditions

Barometric Pressure (in):	30.50
Dry Bulb Temp (°F):	77.50
Relative Humidity (%):	49.30
Length of Test (minutes):	30.00

Comments: Sample does not pass CARB Phase 2 standard. Sample was a laminate, deconstructed per ARB methodology. Initial thickness: 0.460", -Face: 0.435", -Back: 0.415"

Parameters:

Loading Ratio:	0.260	Volume =	.1191863m³
Chamber Dimensions:	.49213m x .49213m x .49213m		
Air Exchange Rate:	0.50 ± 0.05 air changes per hour		

*The chamber is activated under positive pressure. The air sampling rate was 1.0 liters per minute at 30 ± 2 minutes.

*The samples were conditioned for seven days prior to testing at 70° to 80° F and 45% to 55% relative humidity. During conditioning, the formaldehyde background level was 0.01 parts per million or less.

*Services performed for this project have been conducted with a level of care and skill ordinarily exercised by members of the profession currently practicing in this area under similar conditions and restraints. No warranty, expressed or implied, is made.

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ACCREDITED

Respectfully Submitted,

Benchmark Holdings LLC

Travis R. Snapp
Managing Director / COO
Benchmark International LLC

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

Gegory Jegou and Ivy Jegou, on behalf of themselves and all others similarly situated

(b) County of Residence of First Listed Plaintiff Monmouth County, NJ
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, Email and Telephone Number)

Joseph LoPiccolo and John Poulos, Poulos LoPiccolo PC, 1305 South Roller Rd., Ocean, NJ 07712, 732-757-0165, lopiccolo@pllawfirm.com, poulos@pllawfirm.com

DEFENDANTS

Lumber Liquidators, Inc., Lumber Liquidators Leasing, LLC, Lumber Liquidators Holdings, Inc., Lumber Liquidators Services, LLC

County of Residence of First Listed Defendant James City County, VA
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

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

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1332

Brief description of cause:

Class action for damages and other relief as a result of Defendants' fraudulent misrepresentation.

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

03/10/2015

SIGNATURE OF ATTORNEY OF RECORD

/s/Joseph LoPiccolo

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE