

from and relating to the purchase and installation of Lumber Liquidators' laminate and engineered wood flooring materials manufactured in China ("**Chinese Flooring**").

2. Defendant Lumber Liquidators is the largest retailer of hardwood flooring in the United States, with more than 360 stores in 46 states and annual revenues of more than one billion dollars. As part of its regular business operations, Lumber Liquidators sells laminate and engineered wood flooring. More than 100 million square feet of Lumber Liquidators laminate flooring is installed in homes in the United States each year. Although Lumber Liquidators is based in the United States, much of its laminate and engineered wood flooring is manufactured in China.

3. This class action arises out of Lumber Liquidators' scheme to import into the United States, and to deceptively warrant, advertise and sell Chinese Flooring that fails to comply with relevant and applicable formaldehyde standards for such products.

4. In particular, despite its direct representations to the contrary, Lumber Liquidators manufactures, distributes and sells Chinese Flooring, which emits and off-gasses excessive levels of formaldehyde, which is categorized as a known human carcinogen by the United States National Toxicology Program and the International Agency for Research on Cancer.

5. Further, contrary to Lumber Liquidators' repeated, detailed and uniform representations that its flooring complies with strict formaldehyde standards on its product labels, website, and elsewhere, the toxic formaldehyde emissions from its Chinese Flooring is multiple times greater than the maximum permissible limits set by those standards at the time of purchase.

6. Lumber Liquidators' illegal, deceptive and unfair conduct with respect to its manufacturing, marketing, and sale of Chinese Flooring has caused Plaintiff and the other Class

Members to suffer direct financial harm. Plaintiff's purchase is markedly less valuable because of its elevated level of formaldehyde. Plaintiff would not have purchased flooring from Lumber Liquidators had she known that the product contained elevated levels of the toxin formaldehyde.

PARTIES

7. Plaintiff, Lynn Marino, is a citizen and resident of Florida. On January 18, 2015, Plaintiff purchased 850 square feet of Chinese Flooring from Lumber Liquidators for installation in her home in Florida.

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

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

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

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

JURISDICTION AND VENUE

12. This Court has original jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) because the matter in controversy, exclusive of interest and costs, exceeds the sum value of \$5,000,000.00 and is a class action in which Members of the Class are citizens of a state different from Defendants.

13. Venue is proper in this District, pursuant to 28 U.S.C. §1391, because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District, Defendants conduct and transact business in this Judicial District, and Defendants have intentionally availed themselves of the laws and markets within this District through the marketing, distribution and sale of Chinese Flooring in this District. Therefore, Defendants are subject to personal jurisdiction in this District.

FACTS COMMON TO ALL CLASS MEMBERS

14. Lumber Liquidators was established in 1993 and has since become the largest retailer of hardwood flooring in the United States, with more than 360 stores in 46 states and annual revenues of more than one billion dollars. As part of its regular business operations, Lumber Liquidators sells laminate and engineered wood flooring directly to homeowners or contractors acting on the homeowners' behalf. More than 100 million square feet of Lumber Liquidators' laminate flooring is installed in homes in the United States each year.

15. Lumber Liquidators manufactures and purchases many of its wood and laminate flooring materials from China. Lumber Liquidators has a representative office in Shanghai, China and assumed direct control of its entire product sourcing in China, through its Chinese headquarters.

16. Lumber Liquidators represents that it "negotiates directly with the mills, eliminating the middleman and passing the savings on to the customers." Lumber Liquidators further represents itself as an "environmentally conscientious company [that] only purchases from suppliers who practice sustainable harvesting, which allows forests to heal and re-grow faster," and that "[a]t Lumber Liquidators, we believe hardwood flooring is a natural, healthy choice—for both you and the environment."

17. During the Class Period, Lumber Liquidators labeled and sold the toxic Chinese Flooring as being compliant with “CARB [California Air Resources Board] regulations in the State of California.” CARB is an entity which has promulgated safety standards for the emission of formaldehyde for composite wood products sold in California. Indeed, Lumber Liquidators represents that it requires all of its “suppliers [to] comply with California’s advanced environmental requirements, even for products sold outside California.”

18. Contrary to these representations, Lumber Liquidators’ Chinese Flooring is not CARB compliant. Rather, the Chinese Flooring emits 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).

19. Formaldehyde is hazardous to human health. 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. Because the Chinese Flooring that Lumber Liquidators sold to Plaintiff and Class Members emits formaldehyde gas in excess of allowable levels imposed by CARB and the Toxic Substances Control Act, the Chinese Flooring poses great health risks to consumers.

20. Lumber Liquidators knew or should have known that its Chinese Flooring emits dangerous levels of formaldehyde at levels exceeding the CARB standards and the Toxic Substances Control Act. Nonetheless, Lumber Liquidators’ marketing materials for the Chinese Flooring contained deceptive and misleading information relating to compliance with these laws, which were designed to increase sales of the products at issue.

21. Despite knowing of the defects in the Chinese Flooring, Lumber Liquidators has continued to sell the Chinese Flooring to consumers and has not notified affected purchasers, builders, and/or homeowners that the Chinese Flooring they purchased and installed is defective.

22. Plaintiff and Class Members have not received the value for which they bargained when the Chinese Flooring was purchased. There is a difference in value between the Chinese Flooring, as warranted, and the Chinese Flooring containing the defect. Plaintiff and Class Members would not have purchased the Chinese Flooring or would have paid less for it had they known it emitted formaldehyde at levels in violation of CARB regulations and the Toxic Substances Control Act.

23. Plaintiff and the Class have been damaged by Lumber Liquidators' dangerous and deceptive Chinese Flooring. Plaintiff and the Class are entitled to a return of the full purchase price paid for the Chinese Flooring and other damages to be proven at trial.

PLAINTIFF'S FACTUAL ALLEGATIONS

24. Plaintiff purchased approximately 850 square feet of 8mm Dream Home Nirvana French Oak Laminate Chinese Flooring from Lumber Liquidators on January 18, 2015 for installation in her Florida home on February 26, 2015. Plaintiff paid \$1,125.00 for the flooring and \$1,800.00 for professional installation of the flooring. Upon information and belief, this flooring was manufactured at a laminate mill in China.

25. Prior to purchasing the Chinese Flooring from Lumber Liquidators, Plaintiff was aware of the risks inhering in formaldehyde, along with its presence in building materials. As a result, prior to purchasing the Chinese Flooring from Lumber Liquidators, Plaintiff reviewed Lumber Liquidators' website, which confirmed that the Chinese Flooring complied with CARB

formaldehyde standards, and also confirmed with the Lumber Liquidators salespeople that the Chinese Flooring complied with CARB formaldehyde standards.

26. When Plaintiff purchased the Chinese Flooring from Lumber Liquidators, she specifically read the product label indicating that it was “California 93120 PHASE 2 Compliant for Formaldehyde.” Plaintiff relied on this representation, and the representations on Lumber Liquidators’ website and from Lumber Liquidators’ salespeople when purchasing the Chinese Flooring. Plaintiff chose to purchase the flooring because of its alleged compliance with CARB formaldehyde standards. Plaintiff would not have purchased the flooring had she known it did not comply with CARB formaldehyde standards.

27. When Plaintiff purchased the Chinese Flooring, the representations on the product packaging, on Lumber Liquidators’ website, and made by Lumber Liquidators’ salespeople, regarding compliance with CARB formaldehyde standards were not true. Rather, the Chinese Flooring emits formaldehyde levels in excess of CARB standards and other applicable laws and regulations.

28. Plaintiff would not have purchased the Chinese Flooring from Lumber Liquidators had she known about the defect in the flooring, including that it did not comply with CARB formaldehyde standards and other applicable laws and regulations.

CLASS ACTION ALLEGATIONS

29. Plaintiff brings this action as a class action on behalf of herself and all others similarly situated for the purpose of asserting claims alleged in this complaint on a common basis.

30. Pursuant to Rules 23(a), (b)(2), (b)(3) and (c)(4) of the Federal Rules of Civil Procedure, Plaintiff brings this class action on behalf of herself and all others similarly situated. Specifically, Plaintiff seeks to represent a Class consisting of the following persons:

INJUNCTIVE RELIEF CLASS:

All persons and entities in the state of Florida who purchased and installed engineered wood or laminate flooring from Lumber Liquidators, either directly or through an agent, that was sourced, processed, or manufactured in China.

DAMAGES CLASS:

All persons and entities in the state of Florida who purchased and installed engineered wood or laminate flooring from Lumber Liquidators, either directly or through an agent, that was sourced, processed, or manufactured in China.

Subject to additional information obtained through further investigation and discovery, the foregoing definition of the Class may be expanded or narrowed by amendment or amended complaint. Specifically excluded from the proposed Class are Defendants, their officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint venturers, or entities controlled by Defendants, and their heirs, successors, assigns, or other persons or entities related to or affiliated with Defendants and/or their officers and/or directors, or any of them; the Judge assigned to this action, and any member of the Judge's immediate family.

Numerosity

31. The proposed Class is so numerous that individual joinder of all Members is impracticable.

32. Lumber Liquidators is the largest retailer of hardwood flooring in the United States, with more than 360 stores in 46 states, including Florida. In addition, Lumber Liquidators has annual revenues of more than one billion dollars, and more than 100 million square feet of Lumber Liquidators' laminate flooring is installed in homes in the United States each year. As a result, the proposed Class likely includes thousands, and possibly tens of

thousands, of Members. While the precise number and identities of Class Members are unknown at this time, such information can be readily ascertained through appropriate investigation and discovery. The disposition of the claims of the Class Members in a single action will provide substantial benefit to all parties and to the Court.

Predominance of Common Questions of Law and Fact

33. Common questions of law and fact exist as to all Members of the Class and predominate over any questions affecting only individual Class Members. These common legal and factual questions include, but are not limited to, the following:

- a. Whether Lumber Liquidators' Chinese Flooring emits excessive levels of formaldehyde;
- b. Whether Lumber Liquidators knew or should have known that its Chinese Flooring did not conform to its label or marketing descriptions;
- c. Whether Lumber Liquidators omitted and concealed material facts from its communications and disclosures to Plaintiff and other Class Members regarding the illegal sourcing of its Chinese Flooring products;
- d. Whether Lumber Liquidators breached its express or implied warranties to Plaintiff and Class Members with respect to its Chinese Flooring products;
- e. Whether Lumber Liquidators has been unjustly enriched as a result of its conduct;
- f. Whether, as a result of Lumber Liquidators' conduct, Plaintiff and other Class Members have suffered damages and, if so, the appropriate measure of damages to which they are entitled; and

- g. Whether, as a result of Lumber Liquidators' misconduct, Plaintiff and other Class Members are entitled to equitable relief or other relief and, if so, the nature of such relief.

Typicality

34. Plaintiff's claims are typical of the claims of the other Class Members. Plaintiff and each of the other Class Members have been injured by the same wrongful practices of Lumber Liquidators. Plaintiff's claims arise from the same practices and course of conduct that give rise to the other Class Members' claims and are based on the same legal theories.

Adequacy

35. Plaintiff will fairly and adequately represent and protect the interests of the Class. Plaintiff has retained counsel with substantial experience in handling complex class action litigation, including complex questions that arise in this type of consumer protection litigation. Further, Plaintiff and her counsel are committed to the vigorous prosecution of this action.

Superiority

36. A class action is superior to other available methods for the fair and efficient adjudication of the present controversy for at least the following reasons:

- a. The claims presented in this case predominate over any questions of law or fact affecting individual Class Members;
- b. Individual joinder of all Class Members is impracticable;
- c. Absent a Class, Plaintiff and Class Members will continue to suffer harm as a result of Defendants' unlawful conduct;
- d. Given the amount of individual Class Members' claims, few, if any, Class Members could afford to, or would, seek legal redress for the wrongs Defendants

committed against them, and absent Class Members have no substantial interest in individually controlling the prosecution of individual actions;

- e. Even if individual Class Members had the resources to pursue individual litigation, it would be unduly burdensome to the courts in which the individual litigation would proceed;
- f. Adjudications of individual Class Members' claims against Defendants would, as a practical matter, be dispositive of the interests of other Class Members who are not parties to the adjudication and may substantially impair or impede the ability of other Class Members to protect their interests; and
- g. This action presents no difficulty that would impede its management by the Court as a class action, which is the best available means by which Plaintiff and Class Members can seek redress for the harm caused by Defendants.

37. Defendants implemented uniform policies and practices relating to the Chinese Flooring, which resulted in uniform damage to Plaintiff and Class Members. As a result, Defendants have acted or refused to act on grounds generally applicable to each Class Member, thereby making appropriate final injunctive relief, equitable relief, or corresponding declaratory relief with respect to the Class as a whole.

38. Defendants' failure to comply with its legal obligations and warranties to consumers arises out of a common omission or failure to act, which has a uniform effect on Plaintiff and all Class Members. Plaintiff seeks preliminary and permanent injunctive relief and equitable and declaratory relief on behalf of the entire Class, on grounds generally applicable to the entire Class, to require Defendants to discontinue their unlawful conduct.

39. Because Plaintiff seeks injunctive and corresponding declaratory and equitable relief for the entire Class, the prosecution of separate actions by individual Class Members would create a risk of inconsistent or varying adjudications with respect to individual Class Members, which would establish incompatible standards of conduct for Defendants. Further, bringing individual claims would overburden the courts and would be an inefficient method of resolving the dispute at the center of this litigation.

COUNT I
**VIOLATION OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT,
§ 501.201, *et seq.*, Florida Statutes**

40. Plaintiff restates and realleges paragraphs 1 through 39 as if fully set forth herein.

41. Plaintiff asserts this cause of action on behalf of herself and the putative Class.

42. Plaintiff and Class Members are “consumers” as defined by Florida Statute §501.203(7), and the subject transactions are “trade or commerce” as defined by Florida Statute §501.203(8).

43. Defendants manufacture, distribute and sell Chinese Flooring. The Chinese Flooring is a “good” within the meaning of FDUTPA.

44. For the reasons discussed herein, Defendants violated and continue to violate FDUPTA by engaging in the herein described unconscionable, deceptive, unfair acts or practices proscribed by Florida Statute §501.201, *et seq.* Defendants’ omissions and practices described herein were likely to, and did in fact, deceive and mislead members of the public, including consumers acting reasonably under the circumstances, to their detriment.

45. Defendants’ actions constitute unconscionable, deceptive, or unfair acts or practices. Defendants omitted material facts regarding the Chinese Flooring by failing to

disclose known defects, and engaging in immoral, unethical, oppressive, and unscrupulous activities that are substantially injurious to consumers, in violation of FDUTPA.

46. Specifically, Defendants engaged in the following deceptive and misleading conduct in violation of FDUTPA:

- a. Defendants represented that their flooring products complied with CARB formaldehyde standards when they knew, or should have known, that their Chinese Flooring was not CARB compliant. Specifically, Defendants uniformly represented in marketing and advertising materials, including on product labels and on their website, that the Chinese Flooring was CARB Compliant when Defendants knew, or should have known, that the Chinese Flooring emits formaldehyde levels in excess of CARB standards.
- b. Defendants manufactured, distributed and sold Chinese Flooring that emits excessive levels of formaldehyde in violation of applicable laws and regulations.
- c. Defendants failed to disclose adverse material facts to Plaintiff and Class Members concerning the excessive emission of formaldehyde levels in their Chinese Flooring, including that the Chinese Flooring was not CARB compliant, which interfered with Plaintiff and Class Members' reasonable expectations concerning the flooring and caused injury to Plaintiff and Class Members.
- d. Defendants knew or should have known that the Chinese Flooring was not CARB compliant and that this fact was unknown to and would not be easily discovered by Plaintiff and Class Members and would defeat their ordinary, foreseeable and reasonable expectations concerning the Chinese Flooring.

47. Plaintiff and putative Class Members suffered damages when they purchased the Chinese Flooring, which emit excessive formaldehyde gas, at levels beyond that represented by Defendants in their advertising and marketing materials, and on the product labels. Defendants' unconscionable, deceptive and/or unfair practice caused actual damages to Plaintiff and putative Class Members who were unaware of the excessive formaldehyde gas levels when they purchased Chinese Flooring from Defendants.

48. Defendants' practices regarding the defective Chinese Flooring were likely to deceive, and did deceive, consumers acting reasonably under the circumstances. Consumers, including Plaintiff and Class Members, would not have purchased the Chinese Flooring from Defendants, or would have paid less for the flooring, had they known that the flooring emitted excessive formaldehyde levels in violation of applicable laws and regulations, and contrary to Defendants' representations.

49. As a direct and proximate result of the unconscionable, unfair, and deceptive acts or practices alleged herein, Plaintiff and Class Members have been damaged and are entitled to recover actual damages to the extent permitted by law, including class action rules, in an amount to be proven at trial. In addition, Plaintiff and the Class seek equitable and injunctive relief against Defendants on terms that the Court considers reasonable, and reasonable attorneys' fees.

50. Plaintiff and the putative Class reserve the right to allege other violations of FDUPTA, as Defendants' conduct is ongoing.

COUNT II
Unjust Enrichment

51. Plaintiff restates and realleges paragraphs 1 through 39 as if fully set forth herein.

52. Plaintiff asserts this cause of action on behalf of herself and the putative Class.

53. Plaintiff and Class Members conferred a benefit on Defendants when they purchased the Chinese Flooring from Lumber Liquidators.

54. Defendants have been unjustly enriched in retaining the revenues derived from Class Members' purchases of the Chinese Flooring, the retention of which under these circumstances is unjust and inequitable because Defendants' Chinese Flooring is defective in design or manufacture, was not fit for its ordinary and intended use, and did not perform in accordance with the advertisements, marketing materials and warranties disseminated by Defendants, nor the reasonable expectations of ordinary consumers.

55. Plaintiff and Class Members have suffered a loss of money as a result of Defendants' unjust enrichment because they would not have purchased the Chinese Flooring on the same terms or for the same price, had they known of the defects in the flooring, including the excessive emission of formaldehyde. Plaintiff and Class Members paid for the Chinese Flooring on the condition that they would be free from defects and the Chinese Flooring did not perform as promised.

56. Defendants knew, or should have known, of the defects alleged herein, while Plaintiffs and putative Class Members did not know of the defects. Nonetheless, Defendants failed to inform consumers of the defect while they continued collecting the proceeds of full price sales of their defective Chinese Flooring.

57. Defendants have profited from their deceptive, unlawful, unfair, misleading and deceptive practices at the expense of Plaintiff and Class Members, under circumstances in which it would be unjust for Defendants to be permitted to retain the benefit.

58. Plaintiff and Class Members are entitled to restitution of, disgorgement of, and/or imposition of a constructive trust upon all profits, benefits, and other compensation obtained by Defendants for their deceptive, unlawful, unfair and misleading conduct.

PRAYER FOR RELIEF

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

- a. For an order certifying the Classes, pursuant to Fed. R. Civ. P. Rule 23, appointing Plaintiff as Representative of the Classes, and appointing the law firms representing Plaintiff as Class Counsel;
- b. For compensatory damages sustained by Plaintiff and the Damages Class;
- c. For equitable, declaratory and/or injunctive relief for the Injunctive Relief Class;
- d. For payment of costs of suit herein incurred;
- e. For both pre-judgment and post-judgment interest on any amounts awarded;
- g. For payment of reasonable attorneys' fees and expert fees as may be allowable under applicable law; and for such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff, on behalf of herself and on behalf of the Class Members, hereby demands a trial by jury as to all issues so triable.

/s/ John A. Yanchunis

John A. Yanchunis* (FL Bar No. 324681)

Rachel Soffin* (FL Bar No. 0018054)

Jonathan B. Cohen* (FL Bar No. 0027620)

MORGAN & MORGAN

COMPLEX LITIGATION GROUP

201 N. Franklin St., 7th Floor

Tampa, FL 33602
Telephone: (813) 223-5505
Facsimile: (813) 222-2434
[Email: jyanchunis@forthepeople.com](mailto:jyanchunis@forthepeople.com)
rsoffin@forthepeople.com
jcohen@forthepeople.com

Joel R. Rhine* (NC Bar No. 16028)
RHINE LAW FIRM, P.C.
1612 Military Cutoff Road, Suite 300
Wilmington, NC 28403
Telephone: (910) 772-9960
Facsimile: (910) 772-9062
Email: jrr@rhinelawfirm.com

Jonathan Shub* (PA Bar No. 53965)
SEGER WEISS LLP
1515 Market Street
Philadelphia, PA 19102
Telephone: (215) 564-2300
Facsimile: (215) 851-8029
Email: jshub@seegerweiss.com

Raymond P. Boucher* (CA Bar No. 115364)
Shehnaz M. Bhujwala* (CA Bar No. 223484)
BOUCHER LLP
21600 Oxnard Street, Suite 600
Woodland Hills, CA 91367
Telephone: (818) 340-5400
Facsimile: (818) 340-5401
Email: ray@boucher.la
bhujwala@boucher.la

Attorneys for Plaintiff

** Pending pro hac vice application*

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

I. (a) PLAINTIFFS Lynn Marino, individually and on behalf of all others similarly situated, **DEFENDANTS** LUMBER LIQUIDATORS, INC., LUMBER LIQUIDATORS LEASING, LLC, et al.,

(b) County of Residence of First Listed Plaintiff Hillsborough County (EXCEPT IN U.S. PLAINTIFF CASES) County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)
 NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number) Morgan & Morgan Complex Litigation Group, 201 N. Franklin Street, 7th Floor, Tampa, FL 33602, 813-223-5505
 Attorneys (If Known)

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

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

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant 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	SPORTS	PERSONAL INJURY	FOREIGN/RE/PROPERTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	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 <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 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))	<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 checked="" 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 Other: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

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

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

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

JUDGE DOCKET NUMBER

VII. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332(d)(2) LENGTH OF TRIAL via days estimated (for both sides to try entire case)

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

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE
 DATE: March 12, 2015 SIGNATURE OF ATTORNEY OF RECORD: [Signature]

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: