

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

OMAR MORRIS, and CHRISTINA  
MORRIS, wife and husband on their  
own behalf of all others similarly  
situated,

Plaintiff,

vs.

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

Defendants.

CIVIL ACTION NO:  
CV-15  
JURY DEMAND

**CLASS ACTION COMPLAINT**

**INTRODUCTION**

Plaintiffs, Omar Morris and Christina Morris, husband and wife, on their own behalf and all other similarly situated nationwide, hereby file this Class Action Complaint against Defendants, Lumber Liquidators, Inc., a Delaware Corporation

("Lumber Liquidators"), Lumber Liquidators Leasing, LLC, a Delaware Corporation ("Lumber Liquidators Leasing"), Lumber Liquidators Holdings, Inc., a Delaware Corporation ("Lumber Liquidators Holdings") and Lumber Liquidators Services, LLC, a Delaware Corporation ("Lumber Liquidators Services")(collectively referred to as "Defendants") for the purchase of Chinese wood veneer flooring containing toxic levels of formaldehyde, a known carcinogen. In support thereof, Plaintiffs state as follows:

### **JURISDICTION AND VENUE**

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

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

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

4. 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 Alabama.

5. 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.

6. Defendant, Lumber Liquidators Holdings, LLC is a D Delaware Corporation with its principal place of business at 3000 John Deere Road, Toano, Virginia 23168.

7. 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.

## **FACTUAL ALLEGATIONS**

### **FACTS RELATING TO DEFENDANTS**

8. Defendant Lumber Liquidators sells composite laminate flooring made in China with labels stating that the products comply with strict formaldehyde emission standards promulgated by CARB by stating "California 93120 Pase 2 Complaint for formaldehyde." (**Exhibit A**)

9. The lumber liquidators website claims that

. . . we believe Lumber Liquidators has the highest standards in the industry, and we focus on your safety first and foremost. Here's how:

1) INSPECTION - we inspect your flooring at every stage before its finished, during production, and as it's shipped. Our Quality Assurance team operates on three continents, seven countries, and in mills around the world. In fact, on a typical day, a production inspector will walk 12 miles up and down the finishing line to ensure your get only the best.

2) COMPLIANCE - we not only comply with laws - we exceed them. For example, California has the highest standards regarding laminate and engineered flooring. All of our mills that produce these products are certified by a Third Party approved by the State of California - and we apply the standards nationwide.

3) TESTING - We are continually investing in, testing, evaluating, and assuring the highest quality. Our Quality Assurance team includes certified Six Sigma professionals with Master's Degrees in Quality Management and various

team members with degrees in Biology, Chemistry, Wood Science and Engineering. They work around the world to test your flooring at every stage. We also regularly send product out to an independent lab for additional testing to ensure quality.

[Learn more about California Air Resources Board \(CARB\) regulations](#)

4) SUSTAINABILITY - We know the importance of sustaining healthy forests, because without them, we'd be out of business. We offer brands that practice responsible harvesting, and our flooring comes from managed forests where tree cutting is monitored carefully within a selective cutting and replanting strategy. . . .

**(EXHIBIT B)**

10. Each of these claims appear between the heading "Highest Quality Flooring. Guaranteed" and footer "We guarantee and back our warranties - which are up to 100 years long." **(EXHIBIT B)**

11. Lumber Liquidators maintains twenty-two (22) brick and mortar store locations in the State of Florida **(EXHIBIT C)**<sup>1</sup> nationwide.

**FACTS RELATING TO NAMED PLAINTIFFS**

12. Plaintiff, Omar Morris and Christina Morris are residents of Spring Hill, Florida who purchased their home in May 2014 and have been remodeling since July

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<sup>1</sup> Alabama (5); Arkansas (2); Arizona (5); California (39); Colorado (7); Delaware (3); Florida (22); Georgia (1); Iowa (3); Idaho (2); Illinois (16); Indiana (7); Kansas. **(EXHIBIT D)**

2014.

13. Plaintiffs purchased approximately 2,000 square feet of laminate flooring from the Lumber Liquidators store located at 18448 N. U.S. Highway Florida in Lutz, Florida.

14. Plaintiffs purchased St. James Vintner's Reserve 12mm laminate flooring, manufactured in China, claiming compliant for Formaldehyde. (**Exhibit E**)

15. To date, 1,000 square feet of the flooring has been installed in their home with another 1,000 square feet to be installed.

16. Since installation, Plaintiffs, along with their twenty (20) year old daughter, 9 year old son, and 4 year old son have all experienced the same following symptoms of formaldehyde exposures: (1) headaches (2) coughing (3) sneezing (4) sore throats (5) watery eyes.

17. Since the laminate floors installation the Plaintiffs' two sons have experienced new and worsening asthma symptoms.

### **FACTUAL ALLEGATIONS**

18. Defendant Lumber Liquidators has been selling composite laminate flooring made in China that emit formaldehyde at levels known to pose serious health risks.

19. Defendant Lumber Liquidators specifically and falsely labeled these

products as being compliant with all limits set by the California Air Resources Board (“CARB”).

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

21. As a result, consumers throughout this country, including people in Florida, bought flooring products from Defendant that are not compliant with CARB, are unsafe and should not be distributed or sold, and installed dangerous products in their homes and offices.

22. In 2014 and early 2015, 60 Minutes news investigated Lumber Liquidators and sent thirty-one (31) boxes of Chinese-made flooring products from various Lumber Liquidators stores around the country and sent samples for testing at two certified labs. Of the 31 samples, only one was compliant with CARB formaldehyde emissions standards.<sup>2</sup>

23. 60 Minutes investigators visited 3 different mills in China that source the

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<sup>2</sup> *Lumber Liquidators Linked to Health and Safety Violations*, 60 Minutes (Mar. 1, 2015) available at <http://www.CBSNEWS.COM/news/lumber-liquidators-linked-to-health-and-safety-violations/>).

laminate flooring sold by Lumber Liquidators. 60 Minutes reported that:

Employees at the mills openly admitted that they use core boards with higher levels of formaldehyde to make Lumber Liquidators laminates, saving the company 10-15 percent on the price. At all three mills they also admitted [to] falsely labeling the company's laminate flooring as CARB [compliant]. *Id.*

24. Lumber Liquidators represents on its website it focuses on consumer "safety first and foremost" and "**we not only comply with laws- we exceed them.**" For example, California has the highest standards regarding laminate and engineered flooring. **All of our mills** that produce these products are certified by a Third Party approved by the State of California - and **we apply these standards nationwide.**" emphasis added.

25. Plaintiffs purchased and installed Lumber Liquidators product that was manufactured in China, labeled as being CARB compliant, that was of the type found to have formaldehyde levels that exceed CARB limits, and have suffered symptoms consistent with formaldehyde exposure. Including:

- a. 8 mm Bristol County Cherry Laminate Flooring
- b. 8 mm Dream Home Nirvana French Oak Laminate Flooring
- c. 8 mm Dream Home Nirvana Royal Mahogany Laminate Flooring
- d. 12 mm Dream Home Ispiri Americas Mission Olive Laminate Flooring
- e. 12 mm Dream Home Ispiri Poplar Forest Oak Laminate Flooring
- f. 12 mm Dream Home Ispiri Chimney Tops Smoked Oak Laminate
- g. 12 mm Dream Home Kensington Manor Warm Springs Chestnut Laminate



Flooring

- h. 12 mm Dream Home Kensington Manor Glacier Peak Poplar Laminate Flooring
- i. 12 mm Dream Home Kensington Manor Golden Teak Laminate Flooring
- j. 12 mm Dream Home Kensington Manor Handscraped Imperial Teak Laminate Flooring
- k. 12 mm Dream Home Kensington Manor Handscraped Summer Retreat Teak Laminate Flooring
- l. 12 mm Dream Home Kensington Manor Sandy Hills Hickory Laminate Flooring
- m. 12 mm Dream Home Kensington Manor Tanzanian Wenge Laminate Flooring
  
- n. 12 mm Dream Home Kensington Manor Fumed African Ironwood Laminate Flooring
- o. 12 mm Dream Home Kensington Manor Cape Doctor Laminate Flooring
- p. 12 mm Dream Home Kensington Manor Imperial Teak Laminate Flooring
- q. 12 mm Dream Home Kensington Manor Antique Bamboo Laminate Flooring
  
- r. 12 mm Dream Home St. James Oceanside Plank Bamboo Laminate Flooring
- s. 12 mm Dream Home St. James Vintner's Reserve Laminate Flooring
- t. 12 mm Dream Home St. James Cumberland Mountain Oak Laminate Flooring
- u. 12 mm Dream Home St. James African Mahogany Laminate Flooring
- v. 12 mm Dream Home St. James Chimney Rock Charcoal Laminate Flooring
- w. 12 mm Dream Home St. James Nantucket Beech Laminate Flooring
- x. 12 mm Dream Home St. James Blacksburg Barn Board Laminate Flooring
- y. 12 mm Dream Home St. James Brazilian Koa Laminate Flooring
- z. 12 mm Dream Home St. James Golden Acacia Laminate Flooring
  
- aa. 15 mm Dream Home St. James Sky Lakes Pine Laminate Flooring

26. Formaldehyde gas can cause cancer, asthma, chronic respiratory irritation, visionary problems, fatigue, nausea and other ailments including skin and breathing

problems. The risk of these health problems is significantly greater for children.

27. Formaldehyde is the sort of toxic substance to which people may be exposed without knowing they are at risk. Day after day, week after week, month after month, Plaintiffs live in their home/office, an enclosed place, where the flooring is emitting toxic cancer causing fumes.

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

29. Defendants' marketing materials for the Toxic Laminate Flooring contain false and misleading information relating to compliance with California standards and designed to increase sales of the products at issue nationwide, by touting they exceed the standards set by law, specifically CARB. (**Exhibit F**)

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

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

### **CLASS ACTION ALLEGATIONS**

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

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

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

33. Excluded from the Plaintiff Class are:

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

34. Plaintiffs reserve the right to modify the Class definitions after discovery and at any time up to and including trial.

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

36. The Class is so numerous that the individual joinder of all its members,

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

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

- a. Whether Defendants engaged in unlawful, unfair or deceptive business practices by failing to properly label its products it sold to consumers;
- b. Whether the products at issue were mislabeled as a matter of law and violated California CARB emissions standards and Formaldehyde Standards of Composite Wood Products in the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.*
- c. Whether Defendants made unlawful and misleading toxicity representations and warranties with respect to its products sold to consumers;
- d. Whether Defendants violated the Florida Deceptive and Unfair Trade Practices Act (Fla. Stat. §501.201 *et seq.*);
- e. Whether Defendants breached its implied warranty of merchantability;
- f. Whether Defendants breached its expressed warranty;

- g. Whether Defendants were negligent in its labeling and advertising of the Toxic Laminate Flooring;
- h. Whether Defendants unlawfully sold the Toxic Laminate Flooring in violation of the laws of Florida;
- i. Whether Defendants' unlawful, unfair and deceptive practices harmed Plaintiff and the Class;
- j. Whether Plaintiff and the Class have been damaged by the unlawful actions of the Defendants and the amount of damages to the Class;
- k. Whether Defendants were unjustly enriched by its deceptive practices;
- l. Whether punitive damages should be awarded; and
- m. Whether Defendants should be enjoined from continuing the conduct complained of herein.

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

39. The injuries of each member of each Class were caused directly by

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

40. Plaintiffs are adequate representatives of the Plaintiff Class because Plaintiffs are members of the Plaintiff Class and Plaintiffs' interests do not conflict with the interests of the members of the Class that Plaintiffs seek to represent. Plaintiffs are represented by experienced and able counsel who have litigated numerous class actions, and Plaintiffs' counsel intends to prosecute this action vigorously for the benefit of the entire Plaintiff Class. Plaintiffs and Plaintiffs' counsel can fairly and adequately protect the interests of the members of the Plaintiff Class.

41. The class action is the best available method for the efficient adjudication of this litigation because individual litigation of the Plaintiff Class claims would be impractical and individual litigation would be unduly burdensome to the courts. Individual litigation has the potential to result in inconsistent or contradictory judgments. A class action in this case presents fewer management problems and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. As the damages suffered by individual members of the

Class may be relatively small, the expense and burden of individual litigation would make it difficult or impossible for individual members of the Class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action. Class treatment of common questions of law and fact would also be superior to multiple individual actions or piecemeal litigation in that class treatment will conserve the resources of the Court and the litigants, and will promote consistency and efficiency of adjudication.

### **CAUSES OF ACTION**

#### **FIRST CAUSE OF ACTION**

#### **(Violation of Florida's Deceptive and Unfair Trade Practices Act)**

#### **Fla. Stat. §501.201 *et seq.***

42. Plaintiff re-alleges and incorporates herein by reference Paragraph 1-41 above.

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

44. Defendants unlawfully sold Defendants' Toxic Laminate Flooring in

Florida during the Class Period.

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

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

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

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

49. Plaintiffs and other members of the Class who purchased Defendants' toxic Laminate Flooring in Florida were injured by Defendants' unlawful deceptive and unconscionable trade practices.

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

51. As a direct and proximate cause of Defendants' violation of Fla. Stat. §501-201 *et seq.*, Plaintiffs and the members of the Class who purchased Defendants'



Toxic Laminate Flooring in Florida were injured when they paid for these illegal and worthless products. Plaintiffs and the members of the Class who purchased Defendants' Toxic Laminate Flooring in Florida have been damaged in an amount to be determined at trial.

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

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

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

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

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

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

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

59. Plaintiffs and Class Members are entitled to an award of reasonable attorneys' fees, costs of this action, plus pre and post judgment interest may be allowed

by law.

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

60. Plaintiff re-alleges and incorporates herein by reference Paragraphs 1-59 above.

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

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

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

63. Plaintiffs re-alleges and incorporates herein by reference Paragraphs 1-62 above.

64. Implied in the purchase of the Toxic Laminated Flooring by Plaintiffs and

the Class is the warranty that the purchased products are legal and can be lawfully sold and possessed.

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

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

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

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

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

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

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

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

72. Plaintiffs re-alleges and incorporates herein by reference Paragraphs 1-71 above.

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

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

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

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

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

78. Plaintiffs and the Class were intended beneficiaries of such representations and warranties.

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

**FIFTH CAUSE OF ACTION**  
**(Negligence)**

80. Plaintiffs re-alleges and incorporates herein by reference Paragraphs 1-79 above.

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

82. Plaintiffs and the other Class members, as a direct and proximate cause of

Defendants' breaches of their duties, reasonably relied upon such representations to their detriment. By reason thereof, Plaintiffs and other Class members have suffered damages.

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

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

85. Specifically, Plaintiffs and their family has suffered headaches, sneezing, sore throats, coughing, scratchy and watery eyes. The Plaintiffs and their family have repeatedly been forced to visit their local physicians for medical help.

**SIXTH CAUSE OF ACTION**  
**(Violation of the Magnuson-Moss Warranty**  
**Act, 15 U.S.C. §§ 2301, *et seq.* - Formaldehyde)**

86. Plaintiff re-alleges and incorporates herein by reference Paragraphs 1-85 above.

87. Plaintiff brings this claim individually and on behalf of all other Class members against Defendants.

88. Plaintiff and the other Class members are “consumers” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. §2301(3).

89. Lumber Liquidators is a “supplier” and “warrantor” within the meaning of 15 U.S.C. §§2301(4)-(5).

90. Lumber Liquidators flooring purchased separate from the initial construction of the structure constitutes a “consumer product” within the meaning of 15 U.S.C. §2301(1).

91. Lumber Liquidators’ express warranties and written affirmations of fact regarding the nature of the flooring, including that the flooring was free from defects and was in compliance with CARB formaldehyde standards and all other applicable laws and regulations constitute written warranties within the meaning of 15 U.S.C. §2301(6).

92. Lumber Liquidators breached their warranties by:

- a. Manufacturing, selling and/or distributing floor that exceeds the CARB formaldehyde standards;
- b. Manufacturing, importing, selling and/or distributing flooring that fails to comply with all applicable laws and regulations; and
- c. Refusing to honor the express warranty by refusing to properly repair or replace the defective flooring.

93. Lumber Liquidators’ breach of its express warranties deprived Plaintiffs



and the other Class members of the benefits of their bargains.

94. The amount in controversy of 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 interests and costs) computed on the basis of all claims to be determined in this suit.

95. Plaintiffs, on behalf of himself and the other Class members, have notified Defendant of its breach of written warranties and Defendant has failed to adequately cure those breaches. As a direct and proximate result of Lumber Liquidators' breaches of its written warranties, Plaintiffs and the other Class members sustained damages in an amount to be determined at trial. Lumber Liquidators' conduct damaged Plaintiffs and the other Class members, who are entitled to recover damages, consequential damages, specific performance, diminution in value, costs, attorneys' fees, rescission, and/or other relief as appropriate.

### **JURY DEMAND**

Plaintiffs hereby demand a jury trial on all claims in this action.

### **PRAYER FOR RELIEF**

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

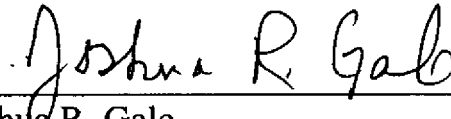
A. An order certifying this action to be a proper class action pursuant to

Federal Rule of Civil Procedure 23, establishing an appropriate Class and any Subclasses the Court deems appropriate, and finding that Plaintiff is a proper representative of the Class;

- B. Actual and/or compensatory damages and/or the recovery of civil penalties as provided by Fla. Stat. §501.201 *et seq.* and/or an award equal to the amount by which the Defendants have been unjustly enriched;
- C. An Order awarding pre-judgment and post-judgment interest;
- D. The costs of this proceeding and attorneys' fees, as provided by Fla. Stat. §501.201 *et seq.*;
- E. Punitive damages in an appropriate amount;
- F. An Order permanently enjoining Defendants from continuing their unfair and/or deceptive conduct; and
- G. Any further compensatory, injunctive, equitable or declaratory relief including refunds as may be just and proper.

Dated: March 27, 2015

Respectfully submitted,

A handwritten signature in black ink, reading "Joshua R. Gale". The signature is written in a cursive style with a horizontal line underneath it.

Joshua R. Gale  
Counsel for the Plaintiffs

OF COUNSEL

Gregory O. Wiggins  
Dennis G. Pantazis  
Daniel E. Arciniegas

WIGGINS CHILDS PANTAZIS  
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**DEFENDANTS' ADDRESSES**

LUMBER LIQUIDATORS, INC., a Delaware Corporation  
3000 John Deere Road  
Toano, Virginia 23168

LUMBER LIQUIDATORS LEASING, LLC,  
a Delaware Limited Liability Corporation  
3000 John Deere Road  
Toano, Virginia 23168

LUMBER LIQUIDATORS HOLDINGS, INC.,  
a Delaware Corporation,  
3000 John Deere Road  
Toano, Virginia 23168

LUMBER LIQUIDATORS SERVICES, LLC,  
a Delaware Limited Liability Corporation,  
3000 John Deere Road  
Toano, Virginia 23168

## Exhibit A

3/19/2015

California Air Resources Board Regulations

INTERNET ARCHIVE



7 captures

30 Jun 13 - 22 Aug 14

<https://www.lumberliquidators.com/flooring/ca-air-resources-board-regulations?w>

Go

JUL

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22

2013

2014

2015

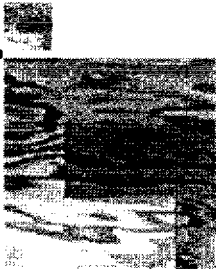
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Help

3/19/2015

California Air Resources Board Regulations

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**FLOORING**

The best resource on the web for  
everything about hardwood floors.

## What are the California Air Resources Board regulations?

The California Air Resources Board regulations ("CARB") require that composite wood products offered for sale in California (or incorporated into finished goods that are offered for sale in California) be manufactured in accordance with standards for emissions, and that the manufacturing process be verified to meet these standards by a Third Party Certifier (who is licensed by the State of California.)

The Federal Environmental Protection Agency has drafted national standards for composite wood products that are similar to those of California. Those standards have not yet been enacted.

### What flooring does the California Air Resources Board (CARB) regulations apply to?

The CARB emission standards apply to certain types of laminate and engineered flooring. **The regulation does not apply to**



**the Lumber Liquidators manufacturing process of or in the finish applied to solid hardwood flooring (including Bellawood) or vinyl flooring.**

**Is Lumber Liquidators Compliant with the California law?**

**Laminate and engineered flooring products sold by Lumber Liquidators are purchased from mills whose production method has been certified by a Third Party Certifier approved by the State of California to meet the CARB standards.** The scope of the certification by the Third Party Certifier includes the confirmation that the manufacturer has implemented the quality systems, process controls, and testing procedures outlined by CARB and that their products conform to the specified regulation limits. The Third Party Certifier also provides ongoing oversight to validate the manufacturers' compliance and manufacturers must be periodically re-certified.

**Does CARB only apply to California?**

Though it currently applies only to products sold in California, Lumber Liquidators made a decision to require all of our vendors to comply with the California Air Resources Board regulations regardless of whether we intended to sell the products in California or any other state/country.

**What extra steps does Lumber Liquidators take to ensure compliance?**

In addition to the California Air Resources Board requirements, Lumber Liquidators regularly selects one or more finished products from each of its suppliers and submits them for independent third-party lab testing. This is done as a monitoring activity to validate ongoing quality control.

**What else does Lumber Liquidators do to ensure quality?**

**What is formaldehyde?**

## Exhibit B

3/19/2015

Highest Quality Guaranteed | Lumber Liquidators

INTERNET ARCHIVE  
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4 Jul 14 - 14 Sep 14[http://www.lumberliquidators.com/flooring/quality?WT.ad=GLOBAL\\_FOOTER\\_Qu](http://www.lumberliquidators.com/flooring/quality?WT.ad=GLOBAL_FOOTER_Qu)

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HIGHEST QUALITY FLOORING.

GUARANTEED.

With over 2 million satisfied customers, we believe Lumber Liquidators has the highest standards in the industry, and we focus on your safety first and foremost. Here's how:

**1) INSPECTION** - We inspect your flooring at every stage: before it's finished, during production, and as it's shipped. Our Quality Assurance team operates on three continents, seven countries, and in mills around the world. In fact, on a typical day, a production inspector will walk 12 miles up and down the finishing line to **ensure you get only the best.**

**2) COMPLIANCE** - We not only comply with laws - we exceed them. For example, California has the highest standards regarding laminate and engineered flooring. All of our mills that produce these products are certified by a Third Party approved by the State of California - and we apply these standards nationwide

Don't just take our word for it. Visit us today at [http://www.lumberliquidators.com/flooring/quality?WT.ad=GLOBAL\\_FOOTER\\_Quality](http://www.lumberliquidators.com/flooring/quality?WT.ad=GLOBAL_FOOTER_Quality)

#### Learn more about the California Transparency in Supply Chains Act

*"This flooring exceeded our expectations for quality. Our contractor was blown away not only with its quality, but also with the price we paid for it." - Actual customer, West Tennessee*

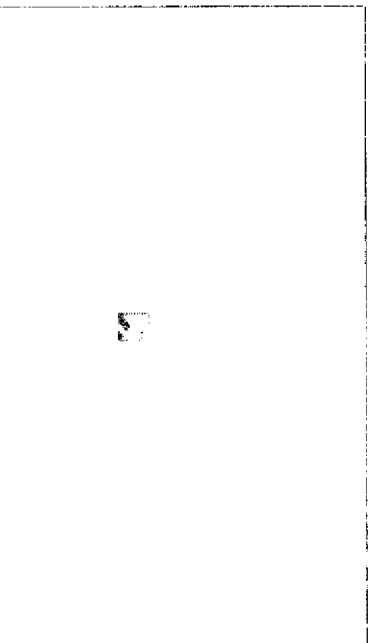


**3) TESTING** - We are continually investing in, testing, evaluating and assuring the highest quality. Our Quality Assurance team includes certified Six Sigma professionals with Master's Degrees in Quality Management and various team members with degrees in Biology, Chemistry, Wood Science and Engineering. They work around the world to test your flooring at every stage. We also regularly send product out to an independent lab for additional testing to ensure quality.

Learn more about the California Air Resources Board (CARB) regulations

*"This floor is gorgeous. We have had it now for two years (and with three young boys at home) and it still looks brand new! I cannot believe how well it has worn. Easy to keep clean and beautiful, and I cannot say enough about how gorgeous it is and how well it works in our home!"*

- Actual customer, Redondo Beach, CA



**4) SUSTAINABILITY** - We know the importance of sustaining healthy forests, because without them, we'd be out of business. We offer brands that practice responsible harvesting, and our flooring comes from managed forests where tree cutting is monitored carefully within a selective cutting and replanting strategy. At Lumber Liquidators, we believe hardwood flooring is a natural, healthy choice - both for you and the environment.

Learn more about our ongoing commitment to responsible sourcing.

3/19/2015

Highest Quality Guaranteed | Lumber Liquidators

Read about the latest developments in our ongoing efforts.

**We guarantee and back our warranties - which are up to 100 years long.**  
**More importantly, know that Lumber Liquidators is doing whatever it takes so you never**  
**have to worry about using one.**

## Exhibit C





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**FLOORING CLEARANCE!**

1st Quality Floors  
from **49¢** sq ft

Must be picked up  
or delivered by  
Tues. March 31st!

**Shop  
NOW!**

As flooring experts we guarantee the **SAFEST & HIGHEST QUALITY FLOORING**

## Find a store near you

[Submit Query](#)

- Lumber Liquidators
- Orlando #1017
- 9655 S. Orange Blossom Trail
- 
- Orlando, FL 32839
- 
- Phone: (407) 999-0020
- Email: [Store017@lumberliquidators.com](mailto:Store017@lumberliquidators.com)
- [More details and directions](#)

- 
- Lumber Liquidators
  - Sarasota #1023
  - 2214 N WASHINGTON BLVD
  - 
  - Sarasota, FL 34234
  - 
  - Phone: (941) 749-1200
  - Email: [Store023@lumberliquidators.com](mailto:Store023@lumberliquidators.com)
  - [More details and directions](#)
-



- Lumber Liquidators
  - Fort Myers #1027
  - 5020 South Cleveland Ave.
  - 
  - Fort Myers, FL 33907
  - 
  - Phone: (239) 332-2829
  - Email: [Store027@lumberliquidators.com](mailto:Store027@lumberliquidators.com)
  - [More details and directions](#)
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- Lumber Liquidators
  - Jacksonville #1037
  - 624 Beautyrest Avenue
  - 
  - Jacksonville, FL 32205
  - **Now Offering Wood Plank Tile!**
  - Phone: (904) 783-6446
  - Email: [Store037@lumberliquidators.com](mailto:Store037@lumberliquidators.com)
  - [More details and directions](#)
- 

- Lumber Liquidators
  - Lutz #1045
  - 18448 N US Highway 41
  - 
  - Lutz, FL 33549
  - 
  - Phone: (813) 909-7744
  - Email: [Store045@lumberliquidators.com](mailto:Store045@lumberliquidators.com)
  - [More details and directions](#)
- 

- Lumber Liquidators
  - Tallahassee #1050
  - 1516A Capital Circle SE
  - 
  - Tallahassee, FL 32301
  - **Now Offering Wood Plank Tile!**
  - Phone: (850) 942-0000
  - Email: [Store050@lumberliquidators.com](mailto:Store050@lumberliquidators.com)
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- Lumber Liquidators
  - Dania #1006
  - 1906 Tigertail Blvd.
  - 
  - Dania, FL 33004
  - **Now Offering Wood Plank Tile!**
  - Phone: (954) 922-3120
  - Email: [Store006@lumberliquidators.com](mailto:Store006@lumberliquidators.com)
  - [More details and directions](#)
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- Lumber Liquidators
  - West Palm Beach #1062
  - 3200 Shawnee Avenue
  - 
  - West Palm Beach, FL 33409
  - 
  - Phone: (561) 665-5061
  - Email: [Store062@lumberliquidators.com](mailto:Store062@lumberliquidators.com)
  - [More details and directions](#)
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- Lumber Liquidators
  - Pensacola #1083
  - 4117 Davis Highway
  - 
  - Pensacola, FL 32503
  - 
  - Phone: (850) 857-1333
  - Email: [Store083@lumberliquidators.com](mailto:Store083@lumberliquidators.com)
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- Lumber Liquidators
  - Melbourne #1098
  - 2525 W New Haven
  - 
  - Melbourne, FL 32904
  - 
  - Phone: (321) 473-3510
  - Email: [Store098@lumberliquidators.com](mailto:Store098@lumberliquidators.com)
  - [More details and directions](#)
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- Lumber Liquidators
  - Miami #1105
  - 8785 SW 133 St
  - 
  - Miami, FL 33176
  - 
  - Phone: (786) 507-8820
  - Email: [Store105@lumberliquidators.com](mailto:Store105@lumberliquidators.com)
  - [More details and directions](#)
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- Lumber Liquidators
  - Panama City #1143
  - 901 N. East Ave.
  - 
  - Panama City, FL 32401
  - 
  - Phone: (850) 387-4328
  - Email: [Store143@lumberliquidators.com](mailto:Store143@lumberliquidators.com)
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- Lumber Liquidators

- Holly Hill #1180
  - 1757 N. Nova Rd, #103
  - 
  - Holly Hill, FL 32117
  - **Now Offering Wood Plank Tile!**
  - Phone: (386) 868-1191
  - Email: Store180@lumberliquidators.com
  - More details and directions
- 

- Lumber Liquidators
  - Plant City #1176
  - 4017 South Frontage Road
  - 
  - Plant City, FL 33566
  - 
  - Phone: (863) 808-1058
  - Email: Store176@lumberliquidators.com
  - More details and directions
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- Lumber Liquidators
  - PORT SAINT LUCIE #1226
  - 317 N.W. Peacock Blvd
  - 
  - PORT SAINT LUCIE, FL 34986
  - 
  - Phone: (772) 905-5044
  - Email: Store226@lumberliquidators.com
  - More details and directions
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- Lumber Liquidators
  - Miami Gardens #1236
  - 3355 N.W. 167th Street
  - 
  - Miami Gardens, FL 33056
  - 
  - Phone: (305) 351-7666
  - Email: Store236@lumberliquidators.com
  - More details and directions
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- Lumber Liquidators
  - SAINT PETERSBURG #1257
  - 2599 22nd Avenue North
  - Suite B
  - SAINT PETERSBURG, FL 33713
  - 
  - Phone: (727) 394-3255
  - Email: Store257@lumberliquidators.com
  - More details and directions
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- Lumber Liquidators
- Sanford #1266

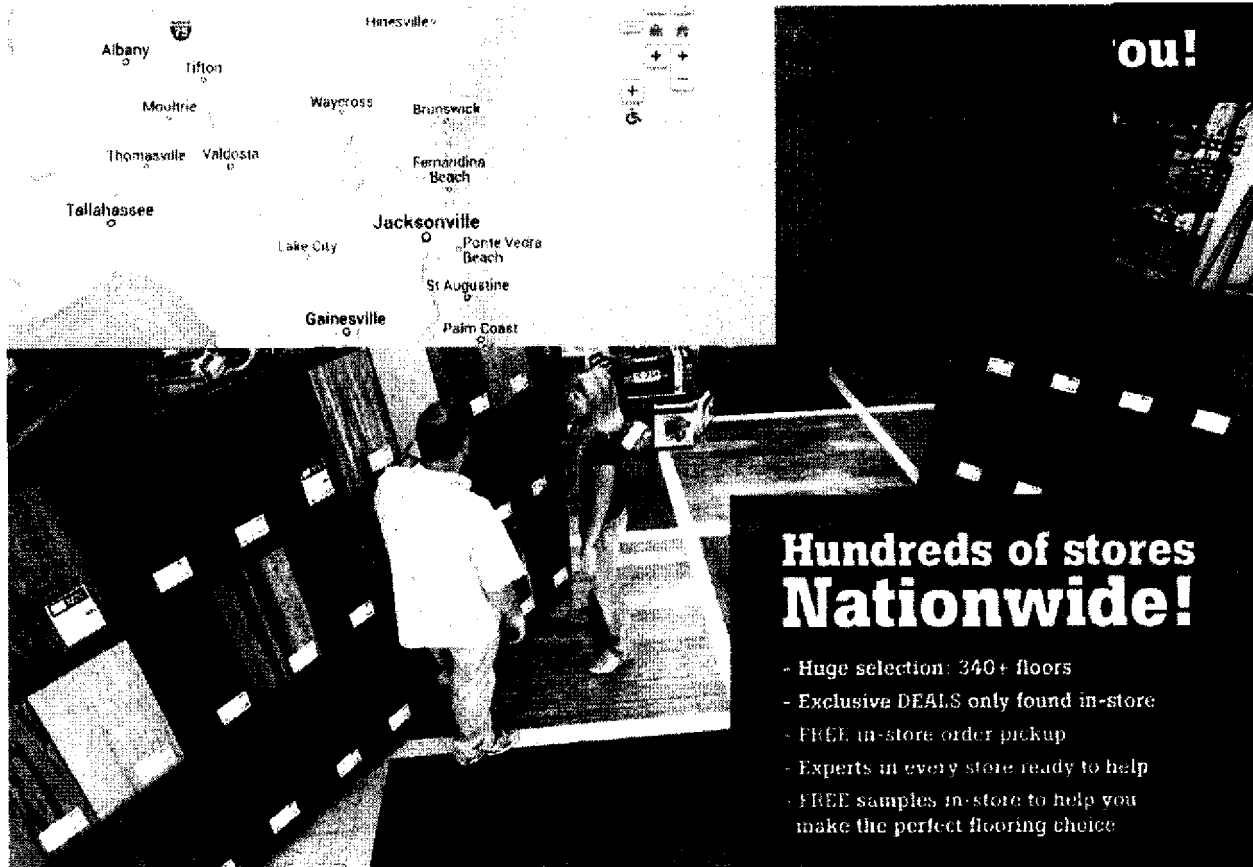
- 2885 South Orlando Drive
  - 
  - Sanford, FL 32773
  - 
  - Phone: (321) 420-1176
  - Email: [Store266@lumberliquidators.com](mailto:Store266@lumberliquidators.com)
  - [More details and directions](#)
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- Lumber Liquidators
  - Naples #1277
  - 4404 Tamiami Trail East
  - 
  - Naples, FL 34112
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  - Phone: (239) 206-1171
  - Email: [Store277@lumberliquidators.com](mailto:Store277@lumberliquidators.com)
  - [More details and directions](#)
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- Lumber Liquidators
  - Jacksonville #1291
  - 9300 Arlington Expressway
  - 
  - Jacksonville, FL 32225
  - **[Now Offering Wood Plank Tile!](#)**
  - Phone: (904) 404-9025
  - Email: [Store291@lumberliquidators.com](mailto:Store291@lumberliquidators.com)
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- Lumber Liquidators
  - Florida City #1335
  - 33550 SW Dixie Highway
  - 
  - Florida City, FL 33034
  - **[Now Offering Wood Plank Tile!](#)**
  - Phone: (786) 838-0638
  - Email: [Store335@lumberliquidators.com](mailto:Store335@lumberliquidators.com)
  - [More details and directions](#)
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- Lumber Liquidators
  - Brandon #1357
  - 1045 West Brandon Boulevard
  - 
  - Brandon, FL 33511
  - **Now Open!**
  - Phone: (813) 473-2830
  - Email: [Store357@lumberliquidators.com](mailto:Store357@lumberliquidators.com)
  - [More details and directions](#)
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- Huge selection: 340+ floors
- Exclusive DEALS only found in-store
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- Experts in every store ready to help
- FREE samples in-store to help you make the perfect flooring choice

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**Tom Sullivan - Founder & Chairman**

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Must be picked up or delivered by Tues. March 31st!

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As flooring experts, we can guarantee the SAFEST & HIGHEST QUALITY FLOORING

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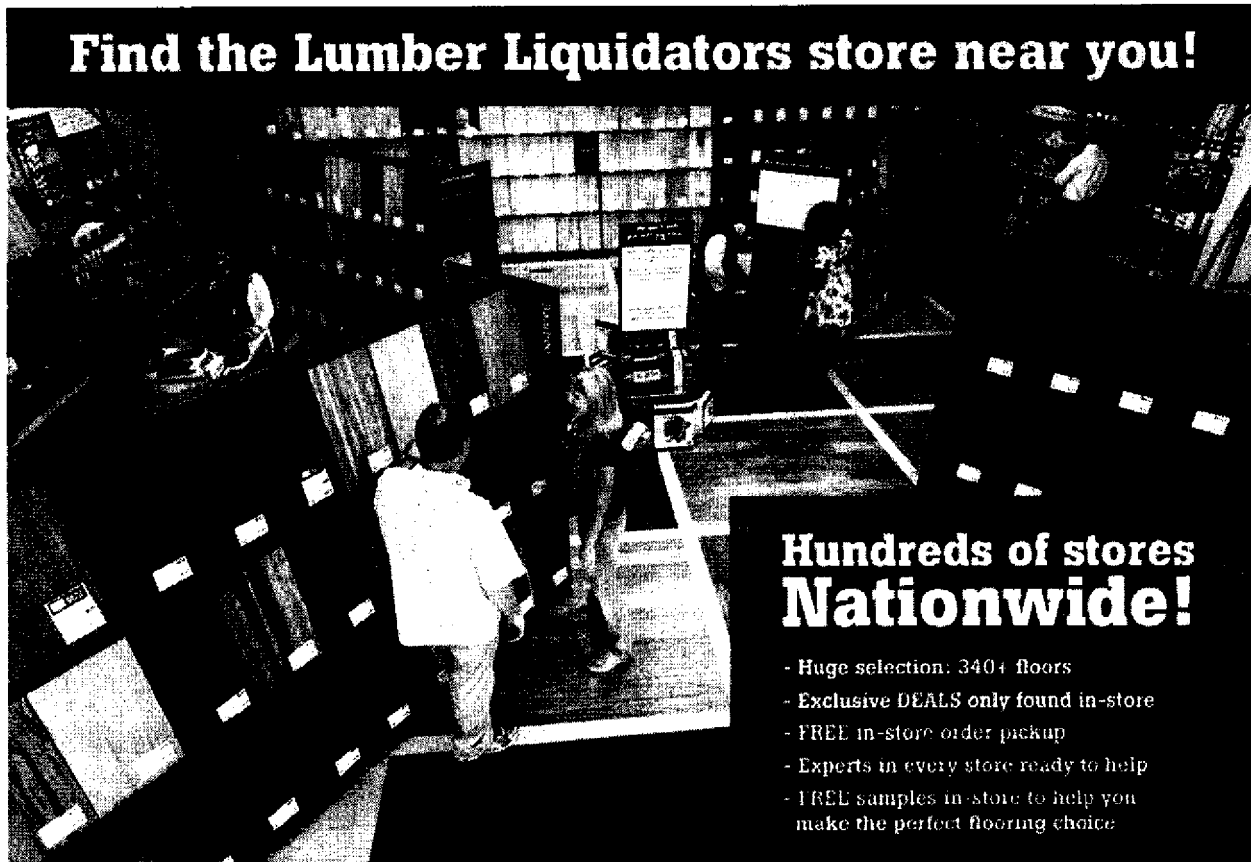
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- Massachusetts (10)
- Maryland (10)
- Maine (3)
- Michigan (10)
- Minnesota (6)
- Missouri (5)
- Mississippi (2)
- North Carolina (12)
- North Dakota (1)
- Nebraska (2)
- New Hampshire (5)
- New Jersey (13)
- New Mexico (1)
- Nevada (3)
- New York (19)
- Ohio (13)
- Oklahoma (3)
- Ontario (9)
- Oregon (5)
- Pennsylvania (19)
- Rhode Island (1)
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- South Dakota (1)

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- Exclusive DEALS only found in-store
- FREE in-store order pickup
- Experts in every store ready to help
- FREE samples in-store to help you make the perfect flooring choice

**No Gimmicks! Just low prices on quality flooring.**

**Tom Sullivan - Founder & Chairman** [email me](#)

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California Regulations



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## Exhibit E

3/19/2015

Laminate and Vinyl Flooring > Laminate Flooring | Buy Hardwood Floors and Flooring at Lumber Liquidators

<https://web.archive.org/web/20140823164944/https://www.lumberliquidators.com/l/s/laminate-flooring>

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[laminate-flooring](#)

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**FLOORING TYPES**

We have 340+ varieties in-stock. Our stores are mini warehouses so you're always one step closer to a new floor.

**Photo SALE (4)**

Laminate and Vinyl Flooring (63)

**WOOD SPECIES**

It's a fancy word for the type of tree. It all comes down to the pattern, lines, swirls and overall character of the tree's natural grain and whether it fits the "room's character" where the floor will reside.

**Lake Tota Teak (1)****BRAND**

We offer a large selection of brands that match just about every budget and project need.

**Dream Home - Chantena (3)****Dream Home - Chantena PLUS (4)****Dream Home - Isaji (5)****Dream Home - Kensington Manor (11)****Dream Home - Nivana (3)****Dream Home - Nivana PLUS (13)****Dream Home - St. James (17)****Major Brand (7)****Results for "Laminate and Vinyl Flooring > Laminate Flooring"****Laminate Flooring**

Easy to install, laminate comes in a variety of colors, styles - and even hand-scraped for that rustic look. It's fiber core board with a photo on top. It's also very durable and scratch-resistant, so it's great for those who are tough on floors.

1 2 Next  
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Sort By: Relevance

• Showing 1 - 48 of 63 results

**COLOR**

This depends on the species or the stain. Choose the right color that matches your tastes or decor!

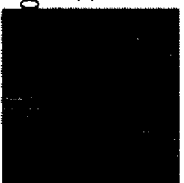
**Beebe (14)****Black (1)****Brown (33)****Cream (4)****Dark (2)****Grey (3)****Orange (3)****Red (9)****Tan (17)****White (1)****Yellow (4)****COLOR SHADE**

This depends on the species or the stain. Choose the right color that

**Dream Home**

[Click to view more](#)

- 8mm Webster Park Walnut  
SKU: 1003410
- Compare at \$2.49/SF
- As Low As \$1.43/SF

**ADD STAIN TO CART****ISPIRI**

[Click to view more](#)

- 12mm Poplar Forest Oak Laminate  
SKU: 100243
- Compare at \$3.49/SF
- As Low As \$2.39/SF

**ADD STAIN TO CART****Dream Home**

[Click to view more](#)

- 12mm Blackst Barn Br Laminate  
SKU: 1
- Compare at \$3.49/SF
- As Low As \$2.07/SF

**ADD STAIN TO CART****KENSINGTON****KENSINGTON**

3/19/2015

Laminate and Vinyl Flooring > Laminate Flooring | Buy Hardwood Floors and Flooring at Lumber Liquidators

matches your tastes or decor! This depends on the color of the planks, or the wood stain that's applied. Maybe you want a lighter color for an airy, open room or a darker color for that exquisite study.

Light (13)

Medium (35)

Dark (14)

CUSTOMER RATING

Our customers say it best. The more stars you see, the more our customers love the floor.

★★★★★ & Up (6)

★★★★ & Up (33)

★★★ & Up (50)

★★ & Up (57)

PRICE RANGE

Unheard of Everyday Low Prices. Top-name flooring at bottom-dollar pricing.

under \$1 (9)

\$1 to \$2 (25)

\$2 to \$3 (29)

FLOORING THICKNESS

The thickness of the product: Hardwood is typically measured in inches. Laminate and vinyl are generally measured in millimeters.

10 mm (15)

12 mm (32)

3/4" (1)

6 mm (2)

7 mm (2)

8 mm (11)


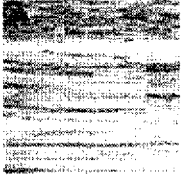


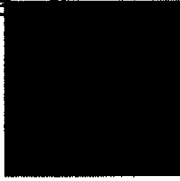


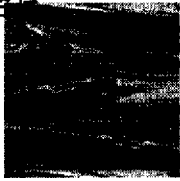

PLANK WIDTH

Now look at the size of your room. For larger rooms, some advise that you use a wider plank. Smaller rooms: a narrower plank. But there are no hard and fast rules. It's a matter of tastes.

Medium Plank (7)

Wide Plank (40)

https://web.archive.org/web/20140823164944https://www.lumberliquidators.com/l/laminate-flooring

<ul style="list-style-type: none"><li>8mm Bahia Brazilian Cherry</li><li>SKU: 1003410</li><li>Compare at \$2.49/SFT</li><li>As Low As \$1.35/SFT</li><li><a href="#">Click to view more</a></li></ul> 	<ul style="list-style-type: none"><li>12mm Kifacier Peak Poplar Laminate</li><li>SKU: 1002414</li><li>Compare at \$3.49/SFT</li><li>As Low As \$2.31/SFT</li><li><a href="#">Click to view more</a></li></ul> 	<ul style="list-style-type: none"><li>12mm Tanzan Wenge Laminate</li><li>SKU: 1002414</li><li>Compare at \$3.49/SFT</li><li>As Low As \$2.31/SFT</li><li><a href="#">Click to view more</a></li></ul> 
<ul style="list-style-type: none"><li>12mm Scarlet Strand Bamboo Laminate</li><li>SKU: 1003010</li><li>Compare at \$3.49/SFT</li><li>As Low As \$2.07/SFT</li><li><a href="#">Click to view more</a></li></ul> 	<ul style="list-style-type: none"><li>12mm Imperial Teak Handscraped Laminate</li><li>SKU: 1002960</li><li>Compare at \$3.49/SFT</li><li>As Low As \$2.31/SFT</li><li><a href="#">Click to view more</a></li></ul> 	<ul style="list-style-type: none"><li>8mm Bahia Cherry Laminate</li><li>SKU: 1002414</li><li>Compare at \$3.49/SFT</li><li>As Low As \$2.31/SFT</li><li><a href="#">Click to view more</a></li></ul> 
<ul style="list-style-type: none"><li>12mm Nantucket Beech Laminate</li><li>SKU: 1002393</li><li>Compare at \$3.49/SFT</li><li>As Low As \$2.07/SFT</li><li><a href="#">Click to view more</a></li></ul> 	<ul style="list-style-type: none"><li>10mm Lake Toba Teak Laminate</li><li>SKU: 1002343</li><li>Compare at \$2.49/SFT</li><li>As Low As \$1.59/SFT</li><li><a href="#">Click to view more</a></li></ul> 	<ul style="list-style-type: none"><li>7mm Bahia Cherry Laminate</li><li>SKU: 1002414</li><li>Compare at \$3.49/SFT</li><li>As Low As \$2.31/SFT</li><li><a href="#">Click to view more</a></li></ul> 



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FLOORING GRADE

Select is the most uniform plank and has the smallest knots and the longest average length. Natural has some color variation, mineral coloring and small pin knots. And for old-schoolers, there's Rustic with large knots and the most color variation.

PRE-ATTACHED PAD

Some laminate floors



31 captures  
13 Apr 13 - 23 Aug 14

https://www.lumberliquidators.com/lis/laminate-flooring

No (13)  
Yes (36)

AC RATING

This indicates just how durable a laminate floor is. The higher the number, the more the flooring will stand up to your family's daily routine.

3 (54)  
4 (4)

WHERE TO INSTALL

Pick a room, pick a level and we'll help you pick the right floor. Above grade is the area of your home above ground level. Below grade means beneath ground level where engineered or floating floors are recommended due to higher moisture levels.

Install Above Grade Concrete (42)

Install Above Grade Wood (42)

Install Below Grade Concrete (42)

Install Below Grade Wood (42)

NEW

New Items (3)

Dream Home



Click to view more

- 12mm Alice Springs Acacia Laminate  
SKU: 10029738  
Compare at \$2.49/SFT  
As Low As

Dream Home



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- 12mm Vintner Reserve Laminate  
SKU: 1003684  
Compare at \$3.49/SFT  
As Low As \$2.07/SFT

Dream Home



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- 10mm Cambria Cotton Laminate  
SKU: 1  
Compare at \$2.49/SFT  
As Low As \$1.59/SFT

Dream Home



Click to view more

- 10mm Stone Mountain Oak Laminate  
SKU: 1002989  
Compare at \$2.49/SFT  
As Low As \$1.59/SFT

Dream Home



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- 12mm Creek Creek Laminate  
SKU: 1  
Compare at \$3.49/SFT  
As Low As \$1.99/SFT

Dream Home



Click to view more

- 10mm Ponta Negra Brazilia Cherry  
SKU: 10029924  
Compare at \$2.49/SFT  
As Low As \$1.59/SFT

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- 10mm Delaware Bay Driftwood  
SKU: 10029709  
Compare at \$2.49/SFT  
As Low As \$1.59/SFT

Dream Home



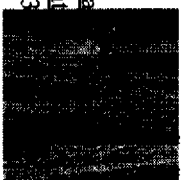


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- 12mm Springs Creek Laminate  
SKU: 1  
Compare at \$3.49/SFT  
As Low As \$2.31/SFT

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<p><b>We can't say! Major Brand</b></p> <ul style="list-style-type: none"> <li>12mm Sante Andre Brazilia Cherry</li> <li>Laminate</li> <li>SKU: 10023829</li> <li>Compare at \$2.49/SFT</li> <li>As Low As \$2.39/SFT</li> </ul> <p><a href="#">Click to view more</a></p>	 <p><b>Dream Home</b></p> <ul style="list-style-type: none"> <li>12mm Brazilia Pecan Laminate</li> <li>SKU: 1003463</li> <li>Compare at \$3.49/SFT</li> <li>As Low As \$2.07/SFT</li> </ul> <p><a href="#">Click to view more</a></p>	<p><b>We can't say! Major Brand</b></p> <ul style="list-style-type: none"> <li>7mm Silver Lake Oak</li> <li>Laminate</li> <li>SKU: 10027428</li> <li>Compare at \$0.89/SFT</li> <li>As Low As \$0.59/SFT</li> </ul> <p><a href="#">Click to view more</a></p>	
<p><b>ISPIRIT</b></p> <ul style="list-style-type: none"> <li>12mm African Thuya Burlwood</li> <li>SKU: 10029711</li> <li>Compare at \$3.49/SFT</li> <li>As Low As \$2.31/S</li> </ul> <p><a href="#">Click to view more</a></p>	 <p><b>Dream Home</b></p> <ul style="list-style-type: none"> <li>10mm Forks E Lamina</li> <li>SKU: 1</li> <li>Compare at \$2.49/\$</li> <li>As Low \$1.59/\$</li> </ul> <p><a href="#">Click to view more</a></p>	<p><b>KENSINGTON Home</b></p> <ul style="list-style-type: none"> <li>12mm African Ironwood</li> <li>Laminate</li> <li>SKU: 1</li> <li>Compare at \$3.49/\$</li> <li>As Low \$2.19/\$</li> </ul> <p><a href="#">Click to view more</a></p>	

• **\$1.09/\$FT**  
• **STONE OAK SAMPLE**

• **ADD SAMPLE TO CART**

• **ADD SAMPLE**

^ Dream Home



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- 12mm Golden Acacia Laminate
- SKU: 1002491
- Compare at \$3.49/\$FT
- As Low As \$2.07/\$FT
- **ADD SAMPLE TO CART**

^ Dream Home



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- 10mm Madison River Elm Laminate
- SKU: 1002237
- Compare at \$2.49/\$FT
- As Low As \$1.59/\$FT
- **ADD SAMPLE TO CART**

^ Dream Home



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- 12mm Street 1 Laminate
- SKU: 1002315
- Compare at \$3.49/\$
- As Low As \$2.39/\$
- **ADD SAMPLE**

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Click to view more

- 12mm Brazilia Koa Laminate
- SKU: 1002394
- Compare at \$3.49/\$FT
- As Low As \$2.07/\$FT
- **ADD SAMPLE TO CART**

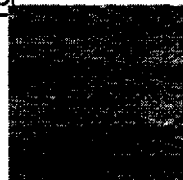
^ KENNINGTON



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- 12mm Sandy Hills Hickory Laminate
- SKU: 1002675
- Compare at \$3.49/\$FT
- As Low As \$2.31/\$FT
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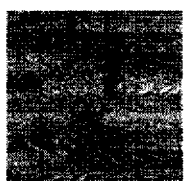
^ Dream Home



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- 10mm Falls Of Laminat
- SKU: 1002315
- Compare at \$2.49/\$
- As Low As \$1.59/\$
- **ADD SAMPLE**

^ Dream Home



Click to view more

- 8mm French Oak Laminate
- SKU: 1002315
- Compare at \$2.07/\$FT
- **ADD SAMPLE TO CART**

^ Dream Home



Click to view more

- 12mm African Mahogany Laminate
- SKU: 1002393
- Compare at \$2.07/\$FT
- **ADD SAMPLE TO CART**

^ Dream Home





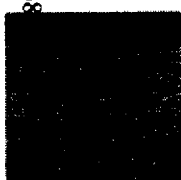
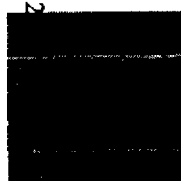


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- 10mm Spring Hickory Laminat
- SKU: 1002315
- Compare at \$2.07/\$FT
- **ADD SAMPLE TO CART**

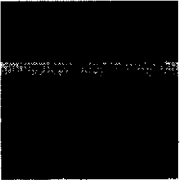

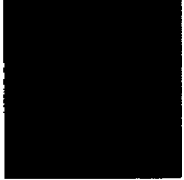
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<p><b>KENSINGTON Home</b></p>  <p><a href="#">Click to view more</a></p> <ul style="list-style-type: none"> <li>• 12mm Golden Teak Laminate</li> <li>• SKU: 1002938</li> <li>• Compare at <del>\$3.49/\$FT</del> <a href="#">Click to view more</a></li> <li>• As Low As \$2.31/\$FT</li> <li>• <a href="#">STEEL GRIP SAMPLE</a></li> </ul>	<p><b>Dream Home</b></p>  <ul style="list-style-type: none"> <li>• 8mm Mount Joy Smoke Laminate</li> <li>• SKU: 1002966</li> <li>• Compare at <del>\$2.29/\$FT</del> <a href="#">Click to view more</a></li> <li>• As Low As \$1.35/\$FT</li> <li>• <a href="#">STEEL GRIP SAMPLE</a></li> </ul>	<p><b>KENSINGTON Home</b></p>  <ul style="list-style-type: none"> <li>• 12mm Aberdeen Garden Laminate</li> <li>• SKU: 1002938</li> <li>• Compare at <del>\$3.49/\$</del></li> <li>• As Low \$2.31/\$</li> <li>• <a href="#">STEEL GRIP SAMPLE</a></li> </ul>
<p><b>Dream Home</b></p>  <p><a href="#">Click to view more</a></p> <ul style="list-style-type: none"> <li>• 8mm African Rosewood</li> <li>• SKU: 1002968</li> <li>• Compare at <del>\$1.59/\$FT</del> <a href="#">Click to view more</a></li> <li>• As Low As \$0.79/\$FT</li> <li>• <a href="#">STEEL GRIP SAMPLE</a></li> </ul>	<p><b>Dream Home</b></p>  <p><b>We can't say Major Brand</b></p> <ul style="list-style-type: none"> <li>• 6mm Black Forest Oak</li> <li>• SKU: 1002382</li> <li>• Compare at <del>\$0.99/\$FT</del> <a href="#">Click to view more</a></li> <li>• As Low As \$0.39/\$FT</li> <li>• <a href="#">STEEL GRIP SAMPLE</a></li> </ul>	<p><b>Dream Home</b></p>  <ul style="list-style-type: none"> <li>• 12mm Road R Laminate</li> <li>• SKU: 1002938</li> <li>• Compare at <del>\$3.49/\$</del></li> <li>• As Low \$2.23/\$</li> <li>• <a href="#">STEEL GRIP SAMPLE</a></li> </ul>

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	<ul style="list-style-type: none"><li>• 12mm Cumberland Mountain Oak Laminate</li><li>• SKU: 1002973</li><li>• Compare at \$2.49/\$FT</li><li>• As Low As \$1.51/\$FT</li><li>• <a href="#">Click to view more</a></li><li>• <a href="#">ADD SAMPLE TO CART</a></li></ul>		<ul style="list-style-type: none"><li>• 8mm Willow Grove Oak</li><li>• SKU: 1002967</li><li>• Compare at \$1.59/\$FT</li><li>• As Low As \$0.79/\$FT</li><li>• <a href="#">Click to view more</a></li><li>• <a href="#">ADD SAMPLE TO CART</a></li></ul>		<ul style="list-style-type: none"><li>• 12mm Rock Creek Laminate</li><li>• SKU: 1002968</li><li>• Compare at \$2.49/\$FT</li><li>• As Low As \$2.07/\$FT</li><li>• <a href="#">Click to view more</a></li><li>• <a href="#">ADD SAMPLE TO CART</a></li></ul>
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<https://web.archive.org/web/20140824052929/http://www.lumberliquidators.com/AllFlooring/Flooring101-formaldehyde-what-is-it>

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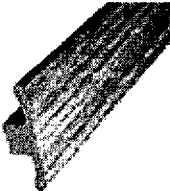
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# FLOORING

The best resource on the web for  
everything about hardwood floors.

## Formaldehyde - What Is It?

Formaldehyde is a simple compound made of carbon, hydrogen and oxygen, and is a colorless, strong-smelling gas. It exists naturally in the environment, our bodies, and in food and is important in the human metabolic process. It is a central building block in the synthesis of many other compounds. Man-made formaldehyde is an important chemical used widely by industry to manufacture building materials and numerous household products. Thus, it may be present in substantial concentrations both indoors and outdoors.

## What Products Contain Formaldehyde?

- Fabrics including permanent press, anti-cling, waterproof, moth proof, mildew resistant, suede and chammois. It is used to prevent fabrics from wrinkling.
- Cosmetics and toiletries including fingernail polishers and hardeners, antiperspirants, makeup, bubble bath, bath oils, shampoos,



creams, mouthwashes and deodorants. In many cases formaldehyde is used as a preservative.

- Household cleansers, disinfectants and polishes
- Paper products - formaldehyde is used to improve the water resistance, grease resistance, shrink resistance and other characteristics of paper
- Building materials - urea-formaldehyde glue or adhesive is used in pressed wood products such as particle board (used as sub-flooring and shelving and in cabinetry and furniture), plywood (used for decorative wall covering, cabinets and furniture) and Medium density fiberboard ("MDF") (used for drawer fronts, cabinets, flooring and furniture tops)
- Medications including wart remedies, anhidrotics, medicated creams, orthopaedic casts and root canal preparation disinfectant
- Paints, primers and paint-stripping agents
- Embalming fluid and as a preservative for laboratory specimens

## How Bad Is It?

According to the Environmental Protection Agency, formaldehyde can cause watery eyes, burning sensations in the eyes and throat, nausea, and difficulty in breathing in some humans exposed at elevated levels (above 0.1 parts per million). High concentrations may trigger attacks in people with asthma. There is evidence that some people can develop a sensitivity to formaldehyde. It has also been shown to cause cancer in animals and may cause cancer in humans. Health effects include eye, nose, and throat irritation; wheezing and coughing; fatigue; skin rash; severe allergic reactions.

## What Can a Consumer Do?

- Always open windows and use fans when painting indoors. And keep children and pregnant women away from the fumes!
- Keep temperatures cooler and keep humidity low. Heat and moisture increase off gassing - open all windows to air out.
- Use panel products not made with urea-formaldehyde glues.
- Use particleboard panel products conforming to ANSI A208.1-1993.
- Seal unfinished pressed wood items with paint, varnish, or water-based polyurethane sealant. Use a finish that does not itself contain formaldehyde and ventilate well while applying.
- Allow new particleboard furnishing and wood to release formaldehyde fumes outdoors or in a well-ventilated, unoccupied space (such as a spare room or a climate controlled garage) for a few weeks before bringing into the living space. Be sure to remove all coverings or packaging to allow for maximum release.
- Wash new clothing and bedding before use to remove formaldehyde-containing fabric finishes. Try to avoid buying permanent press fabrics. Air out new draperies outdoors, in the garage or in an unoccupied, but well-ventilated, area of your home for a few days.
- Avoid the use of foamed-in-place insulation containing formaldehyde
- Do not smoke or use unvented kerosene heaters indoors. Make sure fireplaces and wood stoves are not leaking exhaust inside the house; keep chimneys and exhaust pipes clean.

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- Do not rely on air purifiers to remove formaldehyde from indoor air. Air purifiers are generally not designed to remove gaseous pollutants. Ozone-generating purifiers may contribute to formaldehyde concentrations.

#### Regulations and Lumber Liquidators' Compliance

The California Air Reform Bill (CARB) requires that products containing Hardwood Plywood Veneer Core (HWP-VC), Hardwood Plywood Composite Core (HWP-CC), Particleboard and MDF be tested for emissions and products not meeting the strict standards for emissions may not be sold in California.

The Environmental Protection Agency has drafted national standards for formaldehyde emissions in composite wood products that are similar to those of California. Those standards have not yet been enacted.

All laminates and engineered flooring products sold by Lumber Liquidators are purchased from mills whose production method has been certified by a Third Party Certifier approved by the State of California to meet the CARB standards. The scope of the certification by the Third Party Certifier includes the confirmation that the manufacturer has implemented the quality systems, process controls, and testing procedures outlined by CARB and that their products conform to the specified formaldehyde emission limits. The Third Party Certifier also provides ongoing oversight to validate the manufacturers' compliance and manufacturers must be periodically re-certified.

Though it currently applies only to products sold in California, Lumber Liquidators made a decision to require all of our suppliers to comply with CARB regardless of whether we intended to sell the products in California or any other state/country. In addition, our suppliers manufacture their products in accordance with the European standard which has stricter guidelines than the California.

In addition to the CARB requirements, Lumber Liquidators regularly selects one or more products from each of its suppliers and submits them for independent third-party lab testing. This is done as a monitoring activity to validate ongoing compliance.

## Exhibit F

## Health and Safety

### Important: Air Quality Test Kit Information Below

Recently some questions have been raised about our laminate products. Let me make one thing very clear – our laminate products, all of our products, are 100% safe.

These attacks are driven by a small group of short-selling investors who are working together for the sole purpose of making money by lowering our stock price. They are using any means to try and scare our customers with inaccurate allegations. Their motives and methods are wrong and we will fight these false attacks on all fronts.

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Read Tom's letter about recent media allegations › (<http://www.lumberliquidators.com/sustainability/60-minutes-letter-from-tom>)

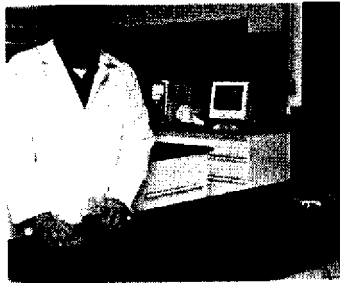
### Our Commitment to Safety



Lumber Liquidators' products are safe and meet the highest quality and environmental standards. That's why we sell these products, why we use them in our own homes and why we are a market leader. As consumers ourselves, we are committed to delivering safe and long-lasting products to our customers. Our commitment begins with meeting the most stringent environmental and quality standards. These standards ensure that our products are safe, meet all government requirements, and are approved by government-approved third-party validators.

This commitment to quality and safety extends to everywhere we do business. We require that all of our suppliers comply with California's advanced environmental requirements, even for products sold outside California.

## Emissions and Manufacturing Processes



Lumber Liquidators has made—and will continue to make—significant investments to enhance our products and our operations including independent, state-certified verification of product performance and the development of a state-of-the-art lab (the flooring industry's first technical facility to conform to California standards).

Lumber Liquidators offers many types of flooring. Like other flooring retailers, some of these options may utilize glues containing formaldehyde which can also be found in other fabricated household items such as paneling, cabinetry, and furniture. Formaldehyde, which exists naturally in the environment, is also found in permanent press fabrics, bath oils, bubble bath, and an array of cosmetics, deodorants, fingernail polishes and shampoos. Our commitment to the health and safety of our customers includes meeting or exceeding industry standards on formaldehyde emissions through compliance with applicable regulations such as those established by the California Air Resources Board (CARB).

- Learn more about formaldehyde (<http://www.formaldehydefacts.org/>)
- See how wood adhesives allow for dramatic increases in wood pulp recycling (<http://www.americanchemistry.com/Formaldehyde-Contributes-to-a-Sustainable-Future-for-Wood-Products>)

### What is CARB?

The California Air Resources Board, or "CARB", has developed regulations that require composite wood products offered for sale in California — or incorporated into finished goods that are offered for sale in California — be manufactured in accordance with strict standards for formaldehyde emissions. Those regulations are often referred to as the CARB standards.

### What products do the CARB standards apply to?

The CARB emission standards apply to certain components of most laminate and engineered flooring and accessories. The CARB regulation does not apply to the Lumber Liquidators manufacturing process or to the finish applied to solid hardwood flooring (including Bellawood), solid bamboo, or vinyl flooring.

- Learn more about CARB (<http://www.arb.ca.gov/homepage.htm>)
- Read CARB's fact sheet about formaldehyde (<http://www.arb.ca.gov/research/indoor/formaldGL08-04.pdf>)

### Does Lumber Liquidators comply with CARB regulations?

Yes. To comply with the CARB standards, applicable laminate and engineered flooring and accessories sold by Lumber Liquidators are purchased from manufacturers whose production methods have been certified by a Third Party Certifier approved by the State of California to meet the CARB standards; or from suppliers who source composite wood raw materials only from certified manufacturers. The scope of the certification by the Third Party Certifier includes the confirmation that the manufacturer has implemented the quality systems, process controls, and testing procedures outlined by CARB and that their composite wood products conform to the specified emission limits. The Third Party Certifier also provides ongoing oversight to validate the manufacturers' compliance and manufacturers must be periodically re-certified.

### How is our testing different than 60 Minutes?

60 Minutes used an improper test method in its reporting that is not included in California's regulations and does not measure a product according to how it is actually used by consumers. 60 Minutes used a "deconstructive test," which would be like testing the emissions of a car by removing the catalytic converter and muffler. In contrast, we perform California Air Resource Board (CARB) testing on the fiberboard core and A SECOND ROUND OF TESTING on the finished product.

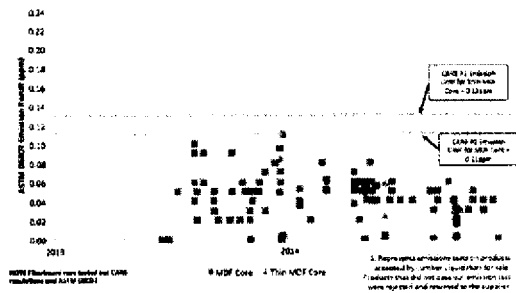
For more information, read the following:

- Joint Industry Statement on Deconstructive Testing ([http://c.yimcdn.com/sites/www.iwpawood.org/resource/resmgr/Docs/Joint\\_Industry\\_Statement\\_on\\_.pdf](http://c.yimcdn.com/sites/www.iwpawood.org/resource/resmgr/Docs/Joint_Industry_Statement_on_.pdf))
- Federal Wood Industries Coalition Statement on Deconstructive Testing ([http://c.yimcdn.com/sites/www.iwpawood.org/resource/resmgr/Docs/Deconstructive\\_testing\\_FWIC\\_.pdf](http://c.yimcdn.com/sites/www.iwpawood.org/resource/resmgr/Docs/Deconstructive_testing_FWIC_.pdf))

### Our Emission Results

Data includes independent testing of samples from Lumber Liquidators' suppliers located in China. Click to enlarge.

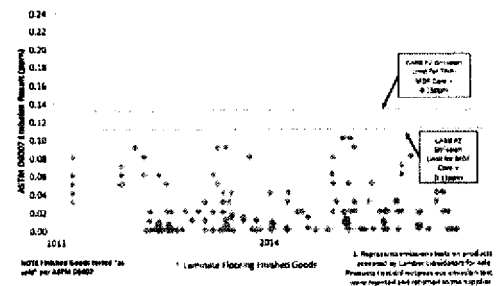
Independent Laboratory Test Results on Lumber Liquidators' Laminated Flooring Fiberboard Cores Accepted Product Emissions Data (2013-2014)



Lumber Liquidators tests the formaldehyde emissions levels from fiberboard cores used in its products in accordance with approved California regulations. As the chart shows, the test results over the last three years fall well below the accepted California standard for fiberboard (MDF) cores.

(<http://www.lumberliquidators.com/sustainability/wp-content/uploads/2014/09/lab-results-1-2.png>)

Independent Laboratory Test Results of Lumber Liquidators' Laminated Flooring Finished Goods Accepted Product Emissions Data (2013-2014)



Lumber Liquidators also tests its products that have fiberboard cores in their finished state, which is how the products are sold and used in our customers' homes. These tests also fall well below the California standard for fiberboard (MDF) cores.

(<http://www.lumberliquidators.com/sustainability/wp-content/uploads/2014/09/lab-results-2.png>)

## Our Compliance Program

Lumber Liquidators employs a rigorous 9-step compliance program to help ensure that our products are safe. These steps include:

- 1. Supplier Agreements:** All of our suppliers must sign agreements that they comply with all applicable regulations, including the CARB regulations, and Lumber Liquidators' Supplier Reference Manual;
- 2. Supplier Due Diligence:** We perform extensive research on each supplier and create a unique supplier profile for each that contains detailed information about their operations such as raw material sourcing, adhesive types used, and quality control procedures;
- 3. Verification of Supplier Certifications:** We obtain Third-Party Certifier certificates, as noted earlier, to verify supplier claims, and classify suppliers as manufacturers or fabricators, each requiring specific reviews for their respective types of operations;
- 4. Initial Product Testing:** We perform preliminary tests on supplier samples and will not qualify a supplier if CARB regulations or Lumber Liquidators' own requirements are not met;
- 5. Supplier Audit:** We audit a supplier's ability to comply with applicable laws, which often includes an on-site factory audit and/or a desk audit of a supplier's operations and capability to meet regulatory requirements;
- 6. Initial Purchase Qualification:** We conduct a formal "preliminary purchase decision" step in which we review all audit results and other materials collected to-date and then decide whether to move forward with a purchase on a preliminary basis only;
- 7. Initial Shipment Inspection/Test:** We test the initial shipment or first lot sent and confirm that the products comply with all requirements. Lumber Liquidators also sends samples from initial shipments to independent third-party testing labs to monitor compliance;
- 8. Quarterly Reviews:** We conduct a quarterly review of each supplier and product group to monitor compliance with all legal requirements and Lumber Liquidators' own stringent quality control standards, which includes third-party lab testing;
- 9. Periodic/Random Audits:** We conduct periodic, random audits of suppliers that include reviews of certificates, invoices, and operational records.

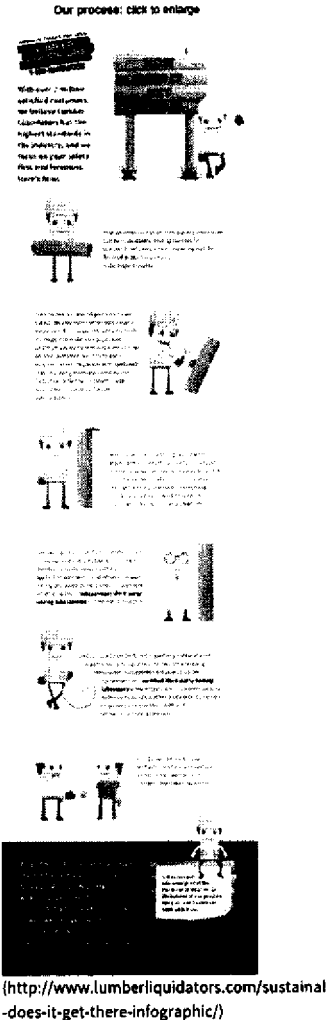
As part of our robust Quality Assurance program, Lumber Liquidators maintains lab facilities in the U.S. and Asia capable of performing full-scale product evaluations and testing. To support our ongoing commitment to product quality and compliance, we built a new 1,500 square foot technical facility as part of our East Coast Distribution

Center construction effort. The new facility allows us to expand our technical capabilities to include ASTM D6007 formaldehyde emission chambers correlated directly with a CARB-approved Third Party Certifier – a first in the retail flooring industry.

Lumber Liquidators also conducts vendor training to help ensure that our suppliers fully understand all requirements. This training is conducted onsite at international locations, via online courses and through our vendor seminars. In August 2013 and 2014 approximately 40 companies attended our training sessions in China each year. To our knowledge, none of Lumber Liquidators' peer wood flooring or home improvement companies, nor any furniture companies, has a similar CARB training program for their suppliers.

#### What else is Lumber Liquidators doing to ensure health & safety?

Though CARB applies only to products sold in California, Lumber Liquidators requires all suppliers delivering products containing composite wood components to comply with CARB requirements regardless of whether we intend to sell the products in California or any other state or country. Although the U.S. Environmental Protection Agency has drafted national standards for composite wood products that are similar to the CARB standard, those standards have not yet been enacted. Until that time, Lumber Liquidators believes that applying the rigorous California standard throughout North America is the right thing to do.



## Air Quality Test Kit

To reassure our customers, we are providing indoor air quality testing at no cost to qualifying customers as the fastest, most effective way to measure the total level of formaldehyde in the home. The testing is being administered and the results produced by an independent, accredited lab. The customer is in control of the process, with clear instructions on the test and its results. We will conduct an in-depth evaluation of air quality and potential formaldehyde sources for any customer whose results are inconclusive or above established thresholds. Our customer care team will work with our valued customers throughout the process.

The home test kits are being provided as a step for customers with our laminate floors to help reassure them that their floor as installed is safe. Please fill out the form found at the link below to determine if your floor qualifies for the free test kit. If your floor does qualify, you will be walked through the process of ordering the test via an independent lab.

Does my floor qualify? (<http://www.lumberliquidators.com/ll/testkit>)

## A Fair & Safe Workplace

Lumber Liquidators is committed to being a positive force in the communities in which we, and our suppliers, operate. To that end, we support the eradication of child labor, the elimination of human trafficking and the adherence to applicable laws governing the employment of workers. We believe that implementing high standards for worker health and safety leads to higher-quality products and reduced costs both for us and our customers.

- We emphasize our commitment to labor requirements with our personnel and we train our employees who are involved in our supply chain about our environmental and social responsibility policies and the identification and mitigation of risk.
- Each of our employees agrees to abide by Lumber Liquidators' Code of Business Conduct and Ethics (a copy of which is available on our Investor Relations webpage) and comply with applicable law, including those that relate to employment practices.
- We exercise an open door policy for employees to report any issues to their supervisors or human resources department.
- We maintain a whistleblower hotline via both telephone and internet which permits employees to anonymously report any issues or concerns that they may have. The hotline information is posted in all of our locations as well as on our intranet.
- With regard to our supply chain, we have formalized our expectations regarding supplier labor and health and safety policies in a "Supplier Code of Conduct with Respect to Environmental and Social Responsibility," which includes a "Supply Chain Environmental and Social Responsibility Policy." Those policies require, among other things, that our suppliers comply with all applicable labor and employment laws, rules and regulations wherever they do business. Further, the policies expressly prohibit our suppliers from using child labor and forced labor.
- Each of our suppliers is required to comply with our supplier code of conduct. Moreover, the terms and conditions which govern the purchase orders that we issue for products require that our suppliers represent and warrant that they are in full compliance with all applicable laws and regulations including those relating to labor and employment. We have the contractual right to cancel any purchase orders and cease doing business with any supplier that fails to adhere to such laws and regulations.
- Over the years, we have worked directly with a select group of vendors and mills with whom we have cultivated long-standing relationships. We often pay announced and unannounced visits to our suppliers' mills and forests and assess their adherence to our code of conduct and its protocols concerning labor as well as health and safety matters. In many cases, we visit potential suppliers to assess their ability to comply with our environmental and social policies prior to ordering products from them. We also engage third-party auditors or verifiers to evaluate and address the risks relating to supplier compliance with our standards regarding labor and employment practices.
- In the event we learn that any employee or supplier has engaged in behavior that has violated our policies, we would take appropriate remedial action. Such action may include training, increased auditing, disciplinary action, termination of the relationship, and/or reporting to the relevant authorities.

Contact Us (<http://www.lumberliquidators.com/sustainability/about#contact>)

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(<http://www.lumberliquidators.com/sustainability/health-and-safety>)



JS 44 (Rev. 12/12)

**CIVIL COVER SHEET**

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

**I. (a) PLAINTIFFS**

Omar Morris and Christina Morris, wife and husband on their own behalf of all others similar situated,

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

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

**DEFENDANTS**

Lumber Liquidators, Inc., et al.

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.

Attorneys (If Known)

**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 checked="" 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 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)

- |   |   |  |  |   |  |
|---|---|--|--|---|--|
| <input type="checkbox"/> 110 Insurance<br><input type="checkbox"/> 120 Marine<br><input type="checkbox"/> 130 Miller Act<br><input type="checkbox"/> 140 Negotiable Instrument<br><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment<br><input type="checkbox"/> 151 Medicare Act<br><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)<br><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits<br><input type="checkbox"/> 160 Stockholders' Suits<br><input type="checkbox"/> 190 Other Contract<br><input type="checkbox"/> 195 Contract Product Liability<br><input type="checkbox"/> 196 Franchise | <b>PERSONAL INJURY</b><br><input type="checkbox"/> 310 Airplane<br><input type="checkbox"/> 315 Airplane Product Liability<br><input type="checkbox"/> 320 Assault, Libel & Slander<br><input type="checkbox"/> 330 Federal Employers' Liability<br><input type="checkbox"/> 340 Marine<br><input type="checkbox"/> 345 Marine Product Liability<br><input type="checkbox"/> 350 Motor Vehicle<br><input type="checkbox"/> 355 Motor Vehicle Product Liability<br><input checked="" type="checkbox"/> 360 Other Personal Injury<br><input type="checkbox"/> 362 Personal Injury - Medical Malpractice | <b>PERSONAL INJURY</b><br><input type="checkbox"/> 365 Personal Injury - Product Liability<br><input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability<br><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability<br><b>PERSONAL PROPERTY</b><br><input type="checkbox"/> 370 Other Fraud<br><input type="checkbox"/> 371 Truth in Lending<br><input type="checkbox"/> 380 Other Personal Property Damage<br><input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881<br><input type="checkbox"/> 690 Other   | <input type="checkbox"/> 422 Appeal 28 USC 158<br><input type="checkbox"/> 423 Withdrawal 28 USC 157<br><input type="checkbox"/> 820 Copyrights<br><input type="checkbox"/> 830 Patent<br><input type="checkbox"/> 840 Trademark          | <input type="checkbox"/> 375 False Claims Act<br><input type="checkbox"/> 400 State Reapportionment<br><input type="checkbox"/> 410 Antitrust<br><input type="checkbox"/> 430 Banks and Banking<br><input type="checkbox"/> 450 Commerce<br><input type="checkbox"/> 460 Deportation<br><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations<br><input type="checkbox"/> 480 Consumer Credit<br><input type="checkbox"/> 490 Cable/Sat TV<br><input type="checkbox"/> 850 Securities/Commodities/Exchange<br><input type="checkbox"/> 890 Other Statutory Actions<br><input type="checkbox"/> 891 Agricultural Acts<br><input type="checkbox"/> 893 Environmental Matters<br><input type="checkbox"/> 895 Freedom of Information Act<br><input type="checkbox"/> 896 Arbitration<br><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision |
| <input type="checkbox"/> 210 Land Condemnation<br><input type="checkbox"/> 220 Foreclosure<br><input type="checkbox"/> 230 Rent Lease & Ejectment<br><input type="checkbox"/> 240 Torts to Land<br><input type="checkbox"/> 245 Tort Product Liability<br><input type="checkbox"/> 290 All Other Real Property  | <input type="checkbox"/> 440 Other Civil Rights<br><input type="checkbox"/> 441 Voting<br><input type="checkbox"/> 442 Employment<br><input type="checkbox"/> 443 Housing/Accommodations<br><input type="checkbox"/> 445 Amer. w/Disabilities - Employment<br><input type="checkbox"/> 446 Amer. w/Disabilities - Other<br><input type="checkbox"/> 448 Education   | <b>Habeas Corpus:</b><br><input type="checkbox"/> 463 Alien Detainee<br><input type="checkbox"/> 510 Motions to Vacate Sentence<br><input type="checkbox"/> 530 General<br><input type="checkbox"/> 535 Death Penalty<br><b>Other:</b><br><input type="checkbox"/> 540 Mandamus & Other<br><input type="checkbox"/> 550 Civil Rights<br><input type="checkbox"/> 555 Prison Condition<br><input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement   | <input type="checkbox"/> 710 Fair Labor Standards Act<br><input type="checkbox"/> 720 Labor/Management Relations<br><input type="checkbox"/> 740 Railway Labor Act<br><input type="checkbox"/> 751 Family and Medical Leave Act<br><input type="checkbox"/> 790 Other Labor Litigation<br><input type="checkbox"/> 791 Employee Retirement Income Security Act | <input type="checkbox"/> 861 HIA (1395ff)<br><input type="checkbox"/> 862 Black Lung (923)<br><input type="checkbox"/> 863 DIWC/DIWW (405(g))<br><input type="checkbox"/> 864 SSID Title XVI<br><input type="checkbox"/> 865 RSI (405(g)) | <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)<br><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 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. Section 1332(d); 28 U.S.C. Section 1391(b)(2) and (3)

Brief description of cause:

Purchase of Chinese wood veneer flooring containing toxic levels of formaldehyde, a known carcinogen

**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

3-24-15

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

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

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

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