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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

BETH PETHO, individually and on behalf of all others similarly situated, *Plaintiff*, v. LUMBER LIQUIDATORS, INC., a Delaware corporation, LUMBER LIQUIDATORS LEASING, LLC, a Delaware limited liability corporation, LUMBER LIQUIDATORS HOLDINGS, INC., a Delaware corporation, and LUMBER LIQUIDATORS SERVICES, LLC, a Delaware limited liability corporation, *Defendants*.	**CASE NO._____** **CLASS ACTION COMPLAINT** **JURY TRIAL DEMANDED**

CLASS ACTION COMPLAINT

Plaintiff, Beth Petho ("Plaintiff" or "Plaintiff Petho"), individually and on behalf of all others similarly situated (the "Classes", as more fully defined below), alleges against Defendant Lumber Liquidators Inc., Defendant Lumber Liquidators Leasing, LLC, Defendant Lumber Liquidators Holding, Inc., and Defendant Lumber Liquidators Services, LLC (collectively "Lumber Liquidators" or "Defendants") the following facts and claims upon knowledge as to the matters relating to herself and upon information and belief as to all

other matters and, by way of the Class Action Complaint, avers as follows:

INTRODUCTION

1. This is a proposed class action brought by Plaintiff on behalf of herself and the below-defined Class against Lumber Liquidators to obtain damages and injunctive relief arising from and relating to her purchase and installation of Lumber Liquidators' Chinese wood flooring material ("Chinese Flooring").

2. This class action arises out of Lumber Liquidators' scheme to import into the United States, and to falsely warrant, advertise, and sell Chinese Flooring that fails to comply with relevant and applicable formaldehyde standards as well as its breaches of express and implied warranties with respect to these products.

3. Exposure to formaldehyde is linked to increased risk of cancer of the nose and sinuses, nasopharyngeal and oropharyngeal cancer, lung cancer, and leukemia. Formaldehyde also causes burning eyes, nose and throat irritation, coughing, headaches, dizziness, joint pain and nausea. Formaldehyde has also been linked to the exacerbation of asthma in formaldehyde-sensitive individuals.

4. Laminate wood flooring is generally composed of a base layer of pressed composite wood (particle board or medium-density fiberboard), which is a mixture of sawdust or wood particles bonded together with glue or resin, and a top layer which is usually a veneer or other material such as a photographic image or picture of wood, affixed as a decorative surface.

5. Laminate flooring manufacturers use formaldehyde glues and resins to hold the pressed wood together.

6. Laminate flooring that does not meet the formaldehyde standards is cheaper to produce and lowers Lumber Liquidators' costs. On information and belief, high formaldehyde content resins and glues are less expensive and dry more quickly than low formaldehyde glues and resins. By using high formaldehyde content resins and glues rather than low formaldehyde content resins and glues, Lumber Liquidators' manufacturers in China are

able to produce laminate wood flooring more quickly and at higher volumes thereby reducing costs and generating greater profits for Lumber Liquidators.

7. Lumber Liquidators supervises and controls the manufacturing of laminate wood flooring products from several manufacturing plants in China. Lumber Liquidators sells those laminate wood flooring products at Lumber Liquidators' thirteen retail stores in New Jersey. Defendant also sells those laminate wood flooring products to consumers nationwide through Lumber Liquidators' retail website, www.lumberliquidators.com, and through its toll free customer service telephone line, 1-800-HARDWOOD (1-800-427-3966).

8. Lumber Liquidators does not give consumers any warnings about the true formaldehyde levels in its laminate wood flooring products, but instead represents on its product labels, website, and warranties that its flooring products comply with strict formaldehyde standards. Lumber Liquidators has made false and misleading statements that its flooring products comply with the formaldehyde standards. Lumber Liquidators' website falsely states, "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)." lumberliquidators.com, http://www.lumberliquidators.com/ll/flooring/quality?WT.ad=GLOBAL_FOOTER_Quality (last visited on March 9, 2015).

9. Contrary to Lumber Liquidators' repeated, detailed representations that its flooring complies with strict formaldehyde standards on its product labels, website, and elsewhere, the formaldehyde emissions form the Company's Chinese Flooring is multiple times the maximum permissible limits set by those standards at the time of purchase.

10. Lumber Liquidators' illegal behavior with respect to its manufacturing, marketing, and sale of Chinese Flooring has caused Plaintiff and the other Class members to suffer direct financial harm. Plaintiff's purchase, by failing to comply with the plain warranties of the Chinese Flooring, is markedly less valuable because of its elevated level of formaldehyde.

Plaintiff would have paid significantly less, if she purchased Chinese Flooring at all, had she known that the products contained elevated levels of the toxin formaldehyde.

11. Plaintiff asserts claims individually and on behalf of the other members of the proposed Classes.

THE PARTIES

12. Plaintiff Beth Petho is, and at all relevant times has been, a resident and citizen of Roseland, New Jersey. In December 2012, Ms. Petho purchased 12 mm Dream Home St. James African Mahagony at a Lumber Liquidators store located in Fairfield, New Jersey.

13. 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 New Jersey.

14. 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.

15. Defendant, Lumber Liquidators Holding, Inc., is a Delaware corporation with its principal place of business at 3000 John Deere Road, Toano, Virginia 23618.

16. 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.

17. Lumber Liquidators is one of the largest specialty retailers of hardwood flooring in the United States, with over 300 retail stores in 46 states, including thirteen stores in New Jersey.

JURISDICTION AND VENUE

18. This Court has original subject matter jurisdiction over this Class Action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d)(2). Plaintiff is a citizen of New Jersey. Pursuant to 28 U.S.C. §§ 1332(c) and (d)(10), Defendant Lumber Liquidators Inc. and Lumber Liquidators Holdings, Inc. are Delaware corporations with headquarters and

principal places of business in Toano, Virginia. As a result, the named Plaintiff, Class members, and the Defendant are citizens of different states within the meaning of 28 U.S.C. § 1332(d)(2)(A).

19. On information and belief, the proposed Classes exceed 100 persons. Pursuant to 28 U.S.C. § 1332(d)(6), the aggregate amount of the nationwide and New Jersey Class members' claims substantially exceeds $5,000,000, and thus, exceeds the requisite amount in controversy set forth in 28 U.S.C. § 1332(d)(2).

20. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(a) and (b) on the grounds that all or a substantial portion of the acts giving rise to the violations alleged herein occurred in this judicial district.

FACTUAL ALLEGATIONS

21. Lumber Liquidators have manufactured, labeled and sold, during the Class Period, the Chinese Flooring as being compliant with "CARB regulations in the State of California." CARB is an acronym for the California Air Resources Board, an entity which has promulgated safety standards for the emission of formaldehyde for products sold in California.

22. Lumber Liquidators' Chinese Flooring is not what it purports to be. The Chinese Flooring contains a dangerous level of formaldehyde gas which exceeds the "CARB regulations in the State of California" and the standards promulgated in the Toxic Substances Contract Act, 15 U.S.C. 2601 et. seq. (Title VI – Formaldehyde Standards of Composite Wood Products) and is hazardous to human health.

23. On January 1, 1988, the State of California officially listed Formaldehyde (gas) as a chemical known to cause cancer.

24. Furthermore, Formaldehyde gas can cause asthma, chronic respiratory irritation and other ailments including skin and breathing problems.

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

26. As such, the Chinese Flooring Lumber Liquidators sold Plaintiff and other customers poses great health risks.

27. Lumber Liquidators' marketing materials for the Chinese Flooring contain false and misleading information relating to compliance with California standards and designed to increase sales of the product at issue.

28. Lumber Liquidators deceptively manufactured, labeled, and sold the Chinese Flooring. The Chinese Flooring, having no monetary value, is worthless.

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

LUMBER LIQUIDATORS LAMINATE WOOD FLOORING PRODUCTS AT ISSUE

30. Defendant supervises and/or controls the manufacturing and packaging of laminate wood flooring products in China that Defendant then distributes, markets, and/or sells nationwide, including in New Jersey. Those laminate wood flooring products contain formaldehyde and emit formaldehyde gas at levels that exceed, and sometimes grossly exceed, the CARB limit and violate the New Jersey building code and industry standards. Those laminate wood flooring products include the following:

a. 8 mm Dream Home Nirvana Royal Mahogany Laminate Flooring;

b. 8 mm Dream Home Nirvana French Oak Laminate Flooring;

c. 12 mm Dream Home Ispiri Poplar Forest Oak Laminate Flooring;

d. 12 mm Dream Home Kensington Manor Antique Bamboo Laminate Flooring;

e. 12 mm Dream Home St. James Oceanside Plank Laminate Flooring;

f. 12 mm Dream Home Kensington Manor Warm Springs Chestnut Laminate Flooring;

g. 15 mm Dream Home St. James Sky Lakes Pine Laminate Flooring;

h. 12 mm Dream Home Kensington Manor Imperial Teak Laminate Flooring;

i. 12 mm Dream Home St. James Vintner's Reserve Laminate Flooring;

j. 12 mm Dream Home Kensington Manor Cape Doctor Laminate Flooring;

k. 12 mm Dream Home St. James Golden Acacia 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 Ispiri America's Mission Olive Laminate Flooring;

o. 12 mm Dream Home Kensington Manor Golden Teak Laminate Flooring;

p. 12 mm Dream Home Kensington Manor Summer Retreat Teak Laminate Flooring;

q. 12 mm Dream Home Kensington Manor Glacier Peak Poplar Laminate Flooring;

r. 12 mm Dream Home St. James Brazilian Koa Laminate Flooring;

s. 12 mm Dream Home St. James Blacksburg Barn Board Laminate Flooring;

t. 12 mm Dream Home St. James Nantucket Beech Laminate Flooring;

u. 12 mm Dream Home St. James African Mahogany Laminate Flooring;

v. 12 mm Dream Home Kensington Manor Fumed African Ironwood Laminate Flooring;

w. 12 mm Dream Home St. James Cumberland Mountain Oak Laminate Flooring; and

x. 12mm Dream Home St. James Elk River Redwood Laminate Flooring.

31. On information and belief, each of the aforementioned Lumber Liquidators' laminate wood flooring products are manufactured in China using a common formula, design, or process.

32. On information and belief, each of the aforementioned Lumber Liquidators' laminate wood flooring products emit formaldehyde gas at levels that exceed the CARB limit and violate the New Jersey building code and industry standards.

LUMBER LIQUIDATORS KNOWINGLY MISREPRESENTS THE SAFETY OF ITS LAMINATE WOOD FLOORING PRODUCTS

33. On information and belief, at all times relevant to this action, Lumber Liquidators has knowingly misrepresented its laminate wood flooring products as CARB compliant and knowingly failed to disclose to consumers the levels of formaldehyde emissions from its laminate wood flooring products.

34. At the same time that Lumber Liquidators is representing in its public statements to consumers that the laminate wood products it sells are sourced from mills whose production methods are CARB compliant and that the products conform to CARB's specified formaldehyde emission limits, Lumber Liquidators has acknowledged in statements made to the Securities and Exchange Commission that, "While our suppliers agree to operate in compliance with applicable laws and regulations, including those relating to environmental and labor practices, we do not control our suppliers. Accordingly, we cannot guarantee that they comply with such laws and regulations or operate in a legal, ethical and responsible manner. Violation of environmental, labor or other laws by our suppliers or their failure to operate in a legal, ethical and responsible manner, could . . . lead to litigation and recall, which could damage our reputation and our brands, increase our costs, and otherwise hurt our business." Lumber Liquidators February 25, 2015 10-K to the United States Securities and Exchange Commission at p. 14, *available at* http://app.quotemedia.com/data/downloadFiling?webmasterId=101533&ref=10099135&type=HTML&symbol=LL&companyName=Lumber+Liquidators+Holdings&formType=10-

K&dateFiled=2015-02-25 (last visited March 18, 2015). In the same SEC filing, however, Lumber Liquidators admits that it oversees quality control in its Chinese mills: "We are able to set demanding specifications for product quality and our own quality control and assurance teams are on-site at the mills, coordinating inspection and assurance procedures." Lumber Liquidators February 25, 2015 10-K to the United States Securities and Exchange Commission at p. 5. Despite its stated concern that its suppliers might not comply with environmental regulations, Lumber Liquidators has failed to sufficiently exercise its acknowledged quality control over those suppliers to ensure that they comply with CARB standards, applicable industry standards, and the New Jersey building code. Lumber Liquidators continues to sell laminate wood flooring products to consumers in New Jersey and nationwide that it obtains from those suppliers.

35. On June 20, 2013, *Seeking Alpha*, a news website, published a lengthy article documenting high formaldehyde levels in Chinese-made laminate flooring sold by Lumber Liquidators. The author of the article, Xuhua Zhou, retained a certified laboratory to test three samples of Chinese-made laminate flooring sold by Lumber Liquidators. Zhou's article states, "The tested product, Mayflower 5/16" x 5" Bund Birch Engineered, emits a staggering three and half times over the government mandated maximum emission level. The product is clearly not CARB compliant yet Lumber Liquidators tagged CARB compliance on the box." Xuhua Zhou, *Illegal Products Could Spell Big Trouble At Lumber Liquidators*, Seeking Alpha (June 20, 2013, 2:33 PM ET), http://seekingalpha.com/article/1513142-illegal-products-could-spell-big-trouble-at-lumber-liquidators (last visited on March 18, 2015).

36. On information and belief, high formaldehyde content resins and glues are less expensive and dry more quickly than low formaldehyde glues and resins. By using high formaldehyde content resins and glues rather than low formaldehyde content resins and glues, Lumber Liquidators' manufacturers in China are able to produce laminate wood flooring more quickly and at higher volumes thereby reducing costs and generating greater profits for Lumber Liquidators.

37. On or about November 26, 2013, a putative federal securities class action lawsuit was filed against Lumber Liquidators in the United States District Court in the Eastern District of Virginia based on drops in the stock price following the *Seeking Alpha* article and its allegations concerning the formaldehyde emissions from Lumber Liquidators' laminate wood flooring products. *Kiken v. Lumber Liquidators Holdings, Inc., et al.*, 4:2013-cv-00157 (E.D.Va). This case is currently pending.

38. On or about December 3, 2013, another putative class action lawsuit was filed against Lumber Liquidators in the same federal court alleging claims related to illegal formaldehyde emissions from Lumber Liquidators' laminate wood flooring products. *Williamson v. Lumber Liquidators Holdings, Inc.*, 1:13-cv-01487-AJT-TCB (E.D.Va.). Although the case was dismissed, Lumber Liquidators was made aware during the pendency of that lawsuit of complaints and allegations that its laminate wood flooring products from China emit formaldehyde gas at levels that violate the CARB limit.

39. On March 1, 2015, the nationally televised CBS news program 60 Minutes aired a 15 minute report on Lumber Liquidators' laminate flooring, and reported the same test results described above that drastically exceed CARB standards for formaldehyde emission. See Lumber Liquidators Linked to Health and Safety Violations, 60 Minutes, CBS News http://www.cbsnews.com/news/lumber-liquidators-linked-to-health-and-safety-violations/ (transcript of segment) (last visited March 18, 2015).

40. On March 2, 2015, following the *60 Minutes* report, Lumber Liquidators Inc. Founder and Chairman Tom Sullivan issued a formal response on the Lumber Liquidators website. In response to the data presented in the *60 Minutes* program, Mr. Sullivan denied that any of Lumber Liquidators' laminate flooring fails to comply with CARB formaldehyde emission standards, and claimed that all reports and testing showing non-compliance are part of a scheme by investors to lower the value of Lumber Liquidators stock:

> 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.
>
> …
>
> All of us at Lumber Liquidators personally stand by every single plank of wood and laminate we sell around the country, and we will continue to deliver the best quality product as the best price to you.
>
> Tom Sullivan,
> Founder & Chairman
> Lumber Liquidators, Inc.

60 Minutes Letter from Tom, LumberLiquidators.com, http://www.lumberliquidators.com/sustainability/60-minutes-letter-from-tom/ (last visited March 9, 2015). At no time has Mr. Sullivan or any representative for Lumber Liquidators admitted that its laminate flooring fails to comply with CARB formaldehyde emission standards.

41. In the wake of the *60 Minutes* report and other reports exposing the formaldehyde emission levels in Lumber Liquidators' laminate flooring, Lumber Liquidators did not remove its defective laminate flooring from stores or issue any voluntary recall or warning, but instead placed numerous of its faulty flooring brands on sale at deep discounts on its website.

42. Based on the lawsuits, articles, telecasts, and blog posts described above, Defendant knew or should have known that its laminate wood flooring products were not compliant with CARB standards. Despite this knowledge, Lumber Liquidators failed to reformulate its flooring products so that they are CARB compliant and compliant with New Jersey building code and industry standards or to disclose to consumers that these products emit unlawful levels of formaldehyde. Instead, Defendant has sold and continues to sell laminate wood flooring products in New Jersey and nationwide that exceed the CARB limit and violate the New Jersey building code and industry standards, and it has continually represented to consumers that those products are CARB compliant.

COMMON FACTUAL ALLEGATIONS

43. Upon information and belief, Lumber Liquidators has sold, directly or indirectly (through dealers and other retail outlets), tens of thousands of square feet of Chinese Flooring in New Jersey and the Class States.

44. Lumber Liquidators sells its Chinese Flooring through third party sellers or through its directly-owned showrooms.

45. At the time of sale, Lumber Liquidators warranted that its Chinese Flooring was fit for the ordinary purpose for which such goods were used and were free from defects in materials and workmanship.

46. Lumber Liquidators represented and warranted that its Chinese Flooring conformed to the applicable New Jersey building codes and applicable CARB standards.

47. These representations, described herein, became part of the basis of the bargain when Plaintiff and Class Members, and/or their builders purchased the Chinese Flooring, and/or assumed the warranty.

48. In addition, these representations became part of the basis of the bargain when Plaintiff and/or Class Members purchased the product with Lumber Liquidators' express representations concerning the quality of the Chinese Flooring.

49. Plaintiff and Class Members relied on Lumber Liquidators' warranty, published specifications and/or advertisements regarding the quality of the Chinese Flooring.

50. However, the Chinese Flooring does not conform to these express representations and warranties, and, as alleged herein, Lumber Liquidators breached its express warranties and representations concerning this flooring.

51. The Chinese Flooring suffers from various design deficiencies which further discovery will establish in detail, including, excessive formaldehyde levels.

52. Because the Chinese Flooring emits excessive formaldehyde levels, they violate the New Jersey building code and industry standards, including the applicable Building

Codes and CARB standards as well as Lumber Liquidators' express representations and warranties.

53. The defects and deficiencies are due to fundamental design, engineering, and manufacturing errors well within Lumber Liquidators' area of expertise.

54. In addition to the express representations and warranties regarding the quality of the flooring discussed herein, Lumber Liquidators also ships a Limited Warranty with its Chinese Flooring.

55. However, Lumber Liquidators' shipping of the Chinese Flooring with prior knowledge of the defects, or with negligent or reckless disregard of the presence of defects, constituted a breach of its express warranty, makes the limitations of the Limited Warranty unconscionable in all respects, and therefore is void ab initio.

56. The Limited Warranty is not a negotiated contract and is so one-sided that no reasonable person would ever knowingly agree to its terms if properly disclosed.

57. Moreover, during contact with the Class members, Lumber Liquidators concealed its knowledge of repeated product defects in the Chinese Flooring in the Class members' structures.

58. As Lumber Liquidators has known of the Chinese Flooring defects and has failed to timely honor its express and implied warranties, the Limited Warranty has failed of its essential purpose, and the limitations therein are null and void. Further, the limitations contained in the Limited Warranty are not conspicuous.

59. Despite knowing of the defects in the Chinese Flooring, Lumber Liquidators has not notified all purchasers, builders, and/or homeowners with the Chinese Flooring of the defect nor provided uniform relief.

60. Plaintiff and Class Members have not received the value for which they or their builder bargained when the Chinese Flooring was purchased. There is a difference in value between the Chinese Flooring as warranted and the Chinese Flooring containing the defect.

FACTS RELATING TO NAMED PLAINTIFF

61. In December 2012, Plaintiff Beth Petho purchased 12 mm Dream Home St. James African Mahagony at a Lumber Liquidators store located in Fairfield, New Jersey and had it installed in her home. On information and belief, the flooring was produced at a laminate mill in China.

62. At the time that Plaintiff Petho purchased this laminate wood flooring, Plaintiff relied on the representations of Lumber Liquidators, Lumber Liquidators' representatives, and the express warranties on the Chinese Flooring in selecting Lumber Liquidators' Chinese Flooring over all other brands of flooring.

63. Plaintiff Petho would not have purchased this flooring if she knew it emitted levels of formaldehyde that are unsafe.

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

STATUTES OF LIMITATION

65. **Fraudulent Concealment Tolling** Upon information and belief, Lumber Liquidators has known that its models of laminate flooring do not meet California's CARB emission standards for formaldehyde since at least January 1, 2009, if not earlier, and has concealed from and failed to notify Plaintiff, Class Members, and the public of the true formaldehyde emission levels from its laminate flooring. Any applicable statutes of limitation have been tolled by Lumber Liquidators's knowing, active, ongoing concealment and denial of the facts as alleged herein. Plaintiff and the nationwide and New Jersey Classes have been kept ignorant by Lumber Liquidators of vital information essential to the pursuit of these claims, without any fault or lack of diligence on their part. Plaintiff and members of the nationwide and New Jersey Classes could not reasonably have discovered that Lumber Liquidator's laminate flooring uniformly fails to comply with California's CARB emission standards for formaldehyde and violates the New Jersey building code and industry standards.

66. **Estoppel** Lumber Liquidators was and is under a continuous duty to disclose to the Plaintiff and the nationwide and New Jersey Classes the true character, quality, and nature of its laminate flooring. Lumber Liquidators knowingly and affirmatively misrepresented and actively concealed the true character, quality, and said laminate flooring. Plaintiff reasonably relied upon Lumber Liquidators' knowing and affirmative misrepresentations and/or active concealment. Based on the foregoing, Lumber Liquidators is estopped from relying on any statutes of limitation in defense of this action.

CLASS ACTION ALLEGATIONS

67. Plaintiff brings this class action pursuant to Fed. R. Civ. P. 23. The requirements of Fed. R. Civ. P. 23(a), (b)(2), (b)(3) and (c)(4) are met with respect to the classes defined below:

INJUNCTIVE RELIEF CLASS:
All persons and entities who purchased and installed wood flooring from Lumber Liquidators either directly or through an agent, that was sourced, processed, or manufactured in China.

DAMAGES CLASS:
All persons and entities who purchased and installed wood flooring from Lumber Liquidators either directly or through an agent, that was sourced, processed, or manufactured in China.

(ALTERNATIVE) DAMAGES CLASS:
All persons and entities in New Jersey who purchased and installed wood flooring from Lumber Liquidators either directly or through an agent, that was sourced, processed, or manufactured in China.

Excluded from the Classes are: (a) any Judge or Magistrate presiding over this action and members of their families; (b) Lumber Liquidators, its affiliates, employees officers and directors, persons or entities that distribute or sell Lumber Liquidators flooring; (c) all persons who properly execute and file a timely request for exclusion from the Classes; and (d) the attorneys of record in this case.

68. Numerosity: The Classes are composed of thousands of persons geographically dispersed, the joinder of whom in one action is impractical. Moreover, upon information and belief, the Classes are ascertainable and identifiable from Lumber Liquidator records or documents.

69. Commonality: Questions of law and fact common to the Classes exist as to all members of the Classes and predominate over any questions affecting only individual members of the Classes. These common legal and factual issues include, but are not limited to the following:

a. Whether Lumber Liquidators' Chinese Flooring products emit excessive levels of formaldehyde;

b. Whether Lumber Liquidators represented and warranted that its Chinese Flooring products complied with their label descriptions;

c. Whether Lumber Liquidators omitted and concealed material facts from its communications and disclosures to Plaintiff and the other Class members regarding the illegal sourcing of its Chinese Flooring products;

d. Whether Lumber Liquidators breached its express or implied warranties to Plaintiff and the other Class members with respect to its Chinese Flooring products;

e. Whether Lumber Liquidators knew or should have known that its Chinese Flooring did not conform to the label description;

d. Whether, as a result of Lumber Liquidators' conduct, Plaintiff and the other Class members have suffered damages; and if so, the appropriate measure of damages to which they are entitled;

e. Whether, as a result of Lumber Liquidators' conduct, Lumber Liquidators was unjustly enriched; and

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

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

71. Adequate Representation: Plaintiff will fully and adequately assert and protect the interests of the other Class members. In addition, Plaintiff has retained class counsel who are experienced and qualified in prosecuting class action cases similar to this one. Neither Plaintiff nor her attorneys have any interests contrary to or conflicting with other Class members' interests.

72. Predominance and Superiority: This class action is appropriate for certification because questions of law and fact common to the members of the Class predominate over questions affecting only individual members, and a Class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual joinder of all members of the Class is impracticable. Should individual Class Members be required to bring separate actions, this Court and Courts throughout New Jersey would be confronted with a multiplicity of lawsuits burdening the court system while also creating the risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-case basis, in which inconsistent results will magnify the delay and expense to all parties and the court system, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale and comprehensive supervision by a single Court.

FIRST CAUSE OF ACTION
NEGLIGENCE

73. Plaintiff on behalf of herself and all others similarly situated, adopts and incorporates by reference all foregoing allegations as though fully set forth herein.

74. Lumber Liquidators had a duty to Plaintiff and to members of the Class to manufacture and sell flooring that was free of excessive formaldehyde levels that would cause damage to Plaintiff's person and property.

75. Lumber Liquidators had a duty to Plaintiff and to members of the Class to test the Chinese Flooring to ensure safe levels of formaldehyde for a reasonable period of use.

76. Lumber Liquidators had a duty to Plaintiff and to Class members to ensure that the Chinese Flooring was suitable, either by testing or by verifying third-party test results.

77. Lumber Liquidators had a duty to Plaintiff and to members of the Class to ensure that the Chinese Flooring complied with industry standards and all applicable building codes throughout New Jersey.

78. Lumber Liquidators failed to exercise ordinary and reasonable care in the purchase and sale of the Chinese Flooring and in determining whether the Chinese Flooring that it sold, and continued to sell, contained a latent defect that would result in dangerous and potentially life threatening levels of formaldehyde emissions.

79. Lumber Liquidators failed to exercise ordinary and reasonable care in the purchase and sale of the Chinese Flooring and breached the foregoing duties.

80. Lumber Liquidators breached its duty to the Plaintiff and class members to test the Chinese Flooring to ensure safe levels of formaldehyde emissions for a reasonable period of use.

81. Lumber Liquidators breached its duty to Plaintiff and to class members to ensure that the Chinese Flooring was suitable, either by testing or by verifying third-party test results.

82. Lumber Liquidators breached its duty to Plaintiff and to members of the class to ensure that the Chinese Flooring complied with industry standards and the applicable building codes.

83. Lumber Liquidators breached its duty to Plaintiff and to members of the class to forewarn purchasers, installers, and users regarding the known risk of formaldehyde emissions.

84. The negligence of Lumber Liquidators, its agents, servants, and/or employees, include the foregoing, as well as the following acts and/or omissions:

a. processing, distributing, delivering, supplying, inspecting, marketing and/or selling Chinese Flooring without adequately and thoroughly testing them to all applicable standards and building codes;

b. processing, distributing, delivering, supplying, inspecting, marketing and/or selling Chinese Flooring without adequately testing long term performance;

c. negligently failing to ensure that the Chinese Flooring conformed to all applicable standards and building codes; and

d. concealing information concerning the dangerous level of formaldehyde emissions in the Chinese Flooring from Plaintiff and the Class members, while knowing that Lumber Liquidators' Chinese Flooring was defective and non-conforming with accepted industry standards and building codes.

85. Plaintiff and the Class Members have been damaged because the Chinese Flooring do not perform their ordinary purpose and emit high levels of formaldehyde gas.

86. Plaintiff and the Class Members have also been damaged as a direct and proximate result of the negligence, carelessness, recklessness, willfulness, and wantonness of Lumber Liquidators as aforesaid.

87. As Lumber Liquidators' conduct was grossly negligent, reckless, willful, wanton, intentional, fraudulent or the like, Plaintiff and the Class members are entitled to an award of punitive damages against Lumber Liquidators.

SECOND CAUSE OF ACTION
BREACH OF EXPRESS WARRANTY

88. Plaintiff, on behalf of herself and all others similarly situated, adopts and incorporates by reference all foregoing allegations as though fully set forth herein.

89. Lumber Liquidators warranted that its flooring was free of defects when it sold those products to Plaintiff and the members of the Class as described in this Complaint. Defendants further represented that its flooring products complied with CARB formaldehyde standards and all applicable laws and regulations. Plaintiff and members of the Class reasonably relied upon these representations.

90. Lumber Liquidators' warranties became part of the basis of the bargain.

91. Lumber Liquidators breached their warranties by:

a. Manufacturing, selling and/or distributing flooring 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.

92. Plaintiff, on behalf of herself and the other Class members, provided Lumber Liquidators with timely notice of its breach of warranty. Lumber Liquidators was also on notice regarding the excessively high levels of formaldehyde in its flooring from the complaints and requests for refund it received from Class members, Internet message boards and from published product reviews.

93. As a direct and proximate result of Lumber Liquidators' misconduct, Plaintiff and the other Class members have suffered damages and continue to suffer damages, including economic damages at the point of sale. Additionally, Plaintiff and the other Class members have either incurred or will incur economic damages at the point of repair in the form

of the cost of repair and/or the cost of purchasing non-defective flooring to replace the Lumber Liquidators' flooring.

94. Plaintiff and the other Class members are entitled to legal and equitable relief against Lumber Liquidators, including damages, consequential damages, specific performance, rescission, attorneys' fees, costs of suit, and other relief as appropriate.

THIRD CAUSE OF ACTION
BREACH OF IMPLIED WARRANTIES

95. Plaintiff, on behalf of herself and all others similarly situated, adopts and incorporates by reference all foregoing allegations as though fully set forth herein.

96. At all times relevant hereto, there was a duty imposed by law which requires that a manufacturer or seller's product be reasonably fit for the purposes for which such products are used and that the product be acceptable in trade for the product description.

97. Defendants breached this duty by selling flooring to Plaintiff and the other members of the Class that was not merchantable.

98. Defendants were notified that its product was not merchantable within a reasonable time after the defect manifested itself to Plaintiff and the members of the Class.

99. As a result of the non-merchantability of Lumber Liquidators' flooring described herein, Plaintiff and other members of the Class sustained a loss or damages.

FOURTH CAUSE OF ACTION
VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT
N.J.S.A. § 56:8-1 et. seq.
(On behalf of Plaintiff and New Jersey Class Members)

100. Plaintiff, on behalf of herself and all others similarly situated, adopts and incorporates by reference all foregoing allegations as though fully set forth herein.

101. The conduct described above and throughout this Complaint took place within the State of New Jersey and constitutes unfair business practices in violation of the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1 et. seq.

102. N.J.S.A. § 56:8-1 et. seq. applies to the claims of Plaintiff and all New Jersey Class members because the conduct which constitutes violations of the by the Defendants occurred within the State of New Jersey.

103. For the purpose of this count, Lumber Liquidators is a "person" engaged in the sale of Chinese Flooring.

104. Lumber Liquidators engaged in the concealment, suppression, or omission in violation of N.J.S.A. § 56:8-1 when, in selling and advertising the Chinese Flooring, Lumber Liquidators knew that there were defects in the Chinese Flooring which would result in dangerous levels of formaldehyde gas emissions.

105. Lumber Liquidators engaged in the concealment, suppression, or omission of the aforementioned material facts with the intent that others, such as Plaintiff, Plaintiff's Builders, Class Members, Class Member's Builders, and/or the general public would rely upon the concealment, suppression, or omission of such material facts and purchase Lumber Liquidators' Chinese Flooring containing said defect.

106. Plaintiff, Plaintiff's Builder, Class Members, and/or Class Member's builders would not have purchased the Chinese Flooring had they known or become informed of the material defects in the Chinese Flooring.

107. Lumber Liquidators' concealment, suppression, or omission of material facts as alleged herein constitute unfair, deceptive and fraudulent business practices within the meaning of N.J.S.A. § 56:8-1 et. seq.

108. Lumber Liquidators has acted unfairly and deceptively by misrepresenting the quality of the Chinese Flooring. Lumber Liquidators either knew, or should have known, that the Chinese Flooring was defectively designed and/or manufactured and would emit unsafe

levels of formaldehyde, which would result in severe damages to the Plaintiff's person and property.

109. Upon information and belief, Lumber Liquidators knew that, at the time Chinese Flooring left Lumber Liquidators' control, the Chinese Flooring contained the defect described herein resulting in dangerous levels of formaldehyde emissions. At the time of sale, the Chinese Flooring contained the defects. The defects permit unsafe levels of formaldehyde gas emission and rendered the flooring unable to perform the ordinary purposes for which it was used as well as cause the resulting damage described herein.

110. As a direct and proximate cause of the violation of N.J.S.A. § 56:8-1, described above, Plaintiff and members of the Class have been injured in that they have purchased homes or other structures with the unsafe and dangerous Chinese Flooring based on nondisclosure of material facts alleged above. Had Plaintiff and Class Members known the defective nature of the Chinese Flooring used on their structures, they would not have purchased their structures, or would have paid a lower price for their structures.

111. Lumber Liquidators used unfair methods of competition and unfair or deceptive acts or practices in conducting their businesses. This conduct constitutes fraud within meaning of N.J.S.A. § 56:8-1 et. seq. This unlawful conduct is continuing, with no indication that Lumber Liquidators will cease.

112. As a direct and proximate result of Lumber Liquidators' unfair and deceptive acts and practices, Plaintiff and the other members of the Class will suffer damages, which include, without limitation, costs to inspect, repair or replace their flooring and other property, in an amount to be determined at trial.

113. As a direct and proximate result of Lumber Liquidators' unfair and deceptive acts and practices, Plaintiff and the other members of the Class will suffer damages, which include, without limitation, to their health and wellbeing in an amount to be determined at trial.

114. As a result of the acts of consumer fraud described above, Plaintiff and the Class have suffered ascertainable loss in the form of actual damages that include the purchase price of the products for which Lumber Liquidators is liable to the Plaintiff and the Class for treble their ascertainable losses, plus attorneys' fees and costs, along with equitable relief prayed for herein in this Complaint.

FIFTH CAUSE OF ACTION
FRAUDULENT MISREPRESENTATION

115. Plaintiff, on behalf of herself and all others similarly situated, adopts and incorporates by reference all foregoing allegations as though fully set forth herein.

116. Lumber Liquidators falsely and fraudulently represented to Plaintiff, the Class members, and/or the consuming public in general that Lumber Liquidators' products would be free from defects and fit for their customary and normal use.

117. Lumber Liquidators falsely represented to purchasers, consumer, and Window owners that the Chinese Flooring was warranted against defects in material and workmanship when in fact the Limit Warranty was so limited as to prevent and preclude any warranty protection against the known defect in the Chinese Flooring.

118. When said representations were made by Lumber Liquidators, upon information and belief, they knew those representations to be false and they willfully, wantonly, and recklessly disregarded whether the representations were true.

119. These representations were made by Lumber Liquidators with the intent of defrauding and deceiving the Plaintiff, the Class members and/or the consuming public, all of which evinced reckless, willful, indifference to the safety and welfare of the Plaintiff and the Class members.

120. At the time the aforesaid representations were made by Lumber Liquidators, Plaintiff and the Class members were unaware of the falsity of said representations and reasonably believed them to be true.

121. In reliance upon said representations, the Plaintiff's and Class members' properties were built using Lumber Liquidators' Chinese Flooring, which were installed and used on Plaintiff's and the Class members' properties thereby sustaining damage and injury and/or being at an increased risk of sustaining damage and injury in the future.

122. Lumber Liquidators knew and was aware, or should have been aware, that Lumber Liquidators' Chinese Flooring was defective and not fit for their customary and normal use.

123. Lumber Liquidators knew, or should have known, that Lumber Liquidators' Chinese Flooring had a potential to, could, and would cause severe damage and injury to property owners.

124. Lumber Liquidators brought its Chinese Flooring to the market and acted fraudulently, wantonly, and maliciously to the detriment of the Plaintiff and the Class members.

125. By reason of the foregoing, Plaintiff and the Class members suffered, and continue to suffer, financial damage and injury.

SIXTH CAUSE OF ACTION
NEGLIGENT MISREPRESENTATION

126. Plaintiff, on behalf of herself and all others similarly situated, adopts and incorporates by reference all foregoing allegations as though fully set forth herein.

127. Lumber Liquidators made representations about the Chinese Flooring to Plaintiff, Class members, and their agents or predecessors, as set forth in this complaint.

128. Those representations were false.

129. When Lumber Liquidators made the representations, it knew they were untrue or it had a reckless disregard for whether they were true, or it should have known they were untrue.

130. Lumber Liquidators knew that Plaintiff, Class members, and their agents or predecessors, were relying on the representations.

131. In reliance upon the representations, Plaintiff and Class Members purchased the Chinese Flooring and installed on the Plaintiff's and Class members' homes.

132. As a direct and proximate result of Lumber Liquidators negligent misrepresentations, Plaintiff and Class members have been damaged as set forth in this Complaint.

133. As a direct and proximate result of the foregoing, Plaintiff and the Class Members suffered, and continue to suffer, financial damage and injury, and are entitled to all damages, including punitive damage, in addition to costs, interest and fees, including attorneys' fees, as allowed by law.

SEVENTH CAUSE OF ACTION
FRAUDULENT OMISSION/CONCEALMENT

134. Plaintiff, on behalf of herself and all others similarly situated, adopts and incorporates by reference all foregoing allegations as though fully set forth herein.

135. Lumber Liquidators knew or should have known that the Chinese Flooring was defective in design, were not fit for their ordinary and intended use, and performed in accordance with neither the advertisements, marketing materials and warranties disseminated by Lumber Liquidators nor the reasonable expectations of ordinary consumers.

136. Lumber Liquidators fraudulently concealed from and/or intentionally failed to disclose to Plaintiff and the Class that the Chinese Flooring is defective.

137. Lumber Liquidators had exclusive knowledge of the defective nature of the Chinese Flooring at the time of sale. The defect is latent and not something that Plaintiff or Class members, in the exercise of reasonable diligence, could have discovered independently prior to purchase, because it is not feasible.

138. Lumber Liquidators had the capacity to, and did, deceive Plaintiff and Class members into believing that they were purchasing flooring free from defects.

139. Lumber Liquidators undertook active and ongoing steps to conceal the defect. Plaintiff is aware of nothing in Lumber Liquidators' advertising, publicity or marketing materials that disclosed the truth about the defect, despite Lumber Liquidators' awareness of the problem.

140. The facts concealed and/or not disclosed by Lumber Liquidators to Plaintiff and the Class members are material facts in that a reasonable person would have considered them important in deciding whether to purchase (or to pay the same price for) the flooring from their builders.

141. Lumber Liquidators intentionally concealed and/or failed to disclose material factors for the purpose of inducing Plaintiff and the Class to act thereon.

142. Plaintiff and the Class justifiably acted or relied upon the concealed and/or nondisclosed facts to their detriment, as evidenced by their purchase of the Chinese Flooring.

143. Plaintiff and Class members suffered a loss of money in an amount to be proven at trial as a result of Lumber Liquidator's fraudulent concealment and nondisclosure because: (a) they would not have purchased the Chinese Flooring on the same terms if the true facts concerning the defective flooring had been known; (b) they paid a price premium due to fact that the flooring would be free from defects; and (c) the flooring did not perform as promised. Plaintiff also would have initiated this suit earlier had the defect been disclosed to her.

144. By reason of the foregoing, Plaintiff and the Class members suffered, and continue to suffer, financial damage and injury.

EIGHTH CAUSE OF ACTION
UNJUST ENRICHMENT

145. Plaintiff on behalf of herself and all others similarly situated, adopt and incorporate by reference all foregoing allegations as though fully set forth herein.

146. Plaintiff and Class members conferred a benefit on Defendants when they purchased the Chinese Flooring.

147. Lumber Liquidators has been unjustly enriched in retaining the revenues derived from Class members' purchases of the Chinese Flooring, the retention of which under these circumstances is unjust and inequitable because Lumber Liquidators' Chinese Flooring is defective in design, were not fit for their ordinary and intended use, and performed in accordance with neither the advertisements, marketing materials and warranties disseminated by Lumber Liquidators nor the reasonable expectations of ordinary consumers and caused the Plaintiff and Class members to lose money as a result thereof.

148. Plaintiff and Class members suffered a loss of money as a result of Lumber Liquidators' unjust enrichment because: (a) they would not have purchased the Chinese Flooring on the same terms if the true facts concerning the unsafe Chinese Flooring had been known; (b) they paid a price premium due to the fact the Chinese Flooring would be free from defects; and (c) the Chinese Flooring did not perform as promised.

149. Because Lumber Liquidators' retention of the non-gratuitous benefit conferred on them by Plaintiff and Class members is unjust and inequitable, Lumber Liquidators must pay restitution to Plaintiff and the Class members for their unjust enrichment, as ordered by the Court.

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

NINTH CAUSE OF ACTION
VIOLATION OF THE MAGNUSON -MOSS WARRANTY ACT

151. Plaintiff, on behalf of herself and all others similarly situated, adopts and incorporates by reference all foregoing allegations as though fully set forth herein.

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

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

154. 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).

155. 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 and EU formaldehyde standards and all other applicable laws and regulations, constitute written warranties within the meaning of 15 U.S.C. § 2301(6).

156. Lumber Liquidators breached their warranties by:

a. Manufacturing, selling and/or distributing flooring 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.

157. Lumber Liquidators' breach of its express warranties deprived Plaintiff and the other Class members of the benefits of their bargains.

158. As a direct and proximate result of Lumber Liquidators' breaches of its written warranties, Plaintiff and the other Class members sustained damages in an amount to be determined at trial. Lumber Liquidators' conduct damaged Plaintiff 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.

TENTH CAUSE OF ACTION
DECLARATORY RELIEF 28 U.S.C. § 2201

159. Plaintiff, on behalf of herself and all others similarly situated, adopts and incorporates by reference all foregoing allegations as though fully set forth herein.

160. Lumber Liquidators has acted or refused to act on grounds that apply generally to the Declaratory Relief Class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the Class as a whole within the meaning of Fed. R. Civ. P. 23(b)(2). Plaintiff seeks a ruling that:

a. the Chinese Flooring has a defect which results in unsafe levels of formaldehyde emissions. The defect may not be detectable until after the warranty provided by Lumber Liquidators has expired. The Court finds that this defect if material and requires disclosure for all of this flooring;

b. the Chinese Flooring has a defect in workmanship and material that allows for unsafe levels of formaldehyde emissions. The defect may not be detectable until after the warranty provided by Lumber Liquidators has expired. The court declares that all persons who own structures containing Chinese Flooring are to be provided the best practicable notice of the defect, which cost shall be borne by Lumber Liquidators;

c. Certain provisions of Lumber Liquidators' warranty are void as unconscionable;

d. Lumber Liquidators shall re-audit and reassess all prior warranty claims, including claims previously denied in whole or in part, where the denial was based on warranty or on other grounds, and pay the full cost of repairs and damages; and

e. Lumber Liquidators will establish an inspection program and protocol, under Court supervision, to be communicated to class members, which will require Lumber Liquidators to inspect, upon request, a class member's structure to determine formaldehyde emissions levels are safe. Any disputes over coverage shall be adjudicated by a Special Master appointed by the Court and/or agreed to by the parties.

PRAYER FOR RELIEF

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

a. For an order certifying the Classes, pursuant to Fed. R. Civ. P. Rule 23, appointing Plaintiff as representative of the Classes, and appointing the law firms representing Plaintiff as Class Counsel;

b. For compensatory damages sustained by Plaintiff and the Damages Class;

c. For equitable and/or injunctive relief for the Declaratory Relief Class;

d. For payment of costs of suit herein incurred;

e. For both pre-judgment and post-judgment interest on any amounts awarded;

f. For punitive damages;

g. For payment of reasonable attorneys' fees and expert fees as may be allowable under applicable law; and For such other and further relief as the Court may deem just and proper.

JURY DEMAND

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

Date: March 19, 2015

By: /s/ Scott Alan George

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jshub@seegerweiss.com

Counsel for Plaintiff

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

BETH PETHO, individually and on behalf of all others similarly situated

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

(c) Attorneys *(Firm Name, Address, Email and Telephone Number)*
Scott Alan George, SEEGER WEISS LLP, 550 Broad Street; Suite 920, Newark, NJ 07102, sgeorge@seegerweiss.com, Ph: 973-639-9100

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)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☒ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☒ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

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

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

VI. CAUSE OF ACTION

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

Brief description of cause:
Negligence, Breach of Warranties, VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT

VII. REQUESTED IN COMPLAINT:

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

DEMAND $ 5,000,000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE See Attached DOCKET NUMBER

DATE 03/19/2015

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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Related Cases

Docket: 3:15-cv-01678-PGS-LHG Assigned to: Judge Peter G. Sheridan

Docket: 3:15-cv-01773-PGS-LHG Assigned to: Judge Peter G. Sheridan