

**UNITED STATES DISTRICT COURT
FOR DISTRICT OF MARYLAND**

FILED
U.S. DISTRICT COURT
DISTRICT OF MARYLAND

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CLERK OF COURT
AT BALTIMORE
BY _____ DEPUTY

Bradley Copenheaver, Hope Copenheaver,
Angel Molina, and Amanda Molina,
Individually and on behalf of all
others similarly situated,

Plaintiffs,

vs.

LUMBER LIQUIDATORS, INC.,
a Delaware Corporation,

Defendant.

Case No: *MSB 15-959*
CLASS ACTION
JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

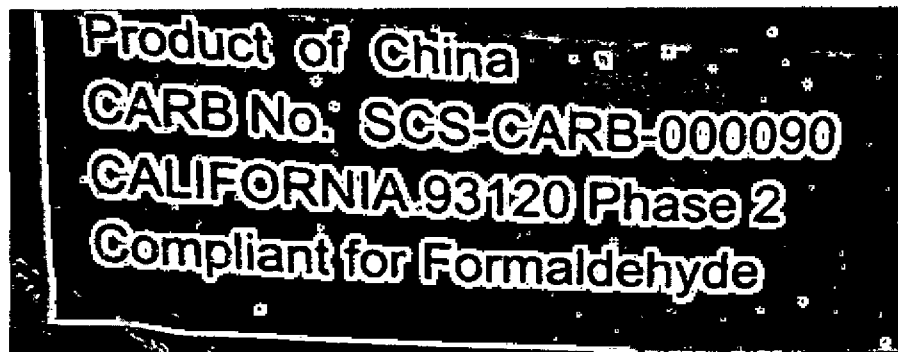
Plaintiffs, Bradley Copenheaver, Hope Copenheaver, Angel Molina, and Amanda Molina, on behalf of themselves and all others similarly situated in Maryland (the "Plaintiff Class"), by their attorneys, the Law Offices of Peter G. Angelos, a Professional Corporation, hereby file this Class Action Complaint against the above-named Defendant, Lumber Liquidators, Inc., for selling to Plaintiffs Chinese-made laminate flooring containing hazardous levels of formaldehyde, a known human carcinogen. In support thereof, Plaintiffs state as follows:

I. INTRODUCTION

1. Lumber Liquidators supervises and controls the manufacturing of its composite laminate wood flooring products in several Chinese mills. Following the manufacture of the laminate flooring, Lumber Liquidators packages, distributes, markets, and then sells

the Chinese-made laminate flooring to consumers nationwide through its 360-plus retail stores, and specifically to consumers in Maryland through its 10 retail stores within the State. Lumber Liquidators also advertises and sells to consumers through its retail website and consumer telephone line.

2. The labels (shown below) on these Chinese-made laminate wood flooring products represent that the products comply with strict formaldehyde emission standards promulgated by the California Air Resources Board ("CARB").



The CARB limits were adopted by the United States Congress in the Formaldehyde Standards for Composite Wood Products Act in 2010, codified at 15 U.S.C. §2697.

3. Despite labeling to the contrary, the laminate wood flooring products that are manufactured in China and sold by Lumber Liquidators to consumers throughout Maryland emit formaldehyde gas at levels exceeding the strict limits set forth in the CARB standards.

4. Laminate wood flooring is generally composed of a base layer of pressed composite wood, 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. Formaldehyde is a common ingredient in the glue used in the laminate flooring base layer. When used at higher levels, the formaldehyde is released as a gas that emits from the flooring over time.

6. Inexpensive laminate wood flooring, produced in China, can be a significant source of formaldehyde gas emissions because formaldehyde glues and resins are used to hold the pressed wood together.

7. Formaldehyde is designated as “known to be a human carcinogen” by the National Toxicology Program (NTP) and as “carcinogenic to humans” by the International Agency for Research on Cancer (IARC). Exposure to formaldehyde is linked to increased risk of cancer of the nose and sinuses, nasopharyngeal and oropharyngeal cancer, lung cancer, and leukemia. Formaldehyde is also known to cause eye, nose and throat irritation, and coughing, headaches, dizziness, joint pain and nausea. Formaldehyde has also been linked to the exacerbation of asthma in formaldehyde-sensitive individuals.

8. From October 2013 through November 2014, three certified and accredited laboratories tested the formaldehyde emissions of laminate wood flooring purchased from several nationwide retail outlets, including Lumber Liquidators. Of the dozens of products tested, the highest formaldehyde levels, exceeding maximum CARB limits and standards codified in 15 U.S.C. §2697, were found in the Chinese-made laminate flooring sold by Lumber Liquidators. Similar products manufactured in North America generally had much lower formaldehyde levels and complied with the CARB emission standards.

9. A sample of each brand of Chinese-made laminate wood flooring product that Lumber Liquidators sells in California was tested by a certified laboratory using CARB

compliant testing methodologies. Each of the 24 sampled products sold by Lumber Liquidators, listed in Paragraph 33 below, exceeded the CARB limit for formaldehyde emissions.

10. In 2014 and early 2015, 60 Minutes news conducted an independent investigation into Lumber Liquidators' Chinese-made flooring products. Investigators purchased 31 boxes of such products from Lumber Liquidators stores in Virginia, Florida, Texas, Illinois, and New York, and sent the samples for testing at two certified labs. Of the 31 samples, only one complied with CARB formaldehyde emissions standards. "Some were more than 13 times over the California limit." *Lumber Liquidators Linked to Health and Safety Violations*, 60 Minutes (Mar. 1, 2015), available at (www.cbsnews.com/news/lumber-liquidators-linked-to-health-and-safety-violations/).

11. The same 60 Minutes investigation sent undercover investigators to three mills in China that manufacture wood laminates for Lumber Liquidators. 60 Minutes reported:

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].

12. Lumber Liquidators has continually sold these dangerous products to Maryland customers at its 10 retail stores, through its retail website, and using its toll free customer service telephone line.

13. Plaintiffs purchased and installed a Lumber Liquidators product that was manufactured in China, labeled as being CARB compliant, and that was of a type found

to have formaldehyde levels that exceed CARB limits. Plaintiffs seek to represent themselves and similarly situated persons who have purchased Lumber Liquidators' wood laminate flooring products, manufactured in China, labeled as CARB compliant, and sold to consumers in Maryland. Plaintiffs seek restitution of monies they and the putative Class spent on Defendant's flooring products, the cost of replacement, injunctive relief enjoining Defendant's ongoing, unlawful, unfair, and fraudulent business practices, and additional damages on behalf of themselves and the putative Class.

II. JURISDICTION AND VENUE

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

15. This Court has personal jurisdiction over Defendant because a substantial portion of the wrongdoing occurred in Maryland. Defendant also has sufficient minimum contacts with Maryland and has otherwise intentionally availed itself of the markets in Maryland 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.

16. Venue is proper in the District of Maryland pursuant to 28 U.S.C. §1391(b) because a substantial part of the events 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 Defendant is subject to the Court's personal jurisdiction with respect to this action.

III. PARTIES

17. Plaintiffs, Bradley and Hope Copenheaver, are residents of Conowingo, Maryland and are consumers within the meaning of Md. Code Ann., Com. Law Art. § 13-101(c).

18. Plaintiffs, Angel and Amanda Molina, are residents of Rosedale, Maryland and are consumers within the meaning of Md. Code Ann., Com. Law Art. § 13-101(c).

19. 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., distributes, markets, and sells laminate wood flooring products in Maryland. Therefore, it qualifies as a merchant within the meaning of Md. Code Ann., Com, Law Art. § 13-101(g).

IV. FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

A. California's Formaldehyde Standards

20. The formaldehyde emissions limits set by CARB are among the most stringent and comprehensive in the country. These same standards have served as a model for national standards.

21. On July 7, 2010, President Obama signed into law the Formaldehyde Standards for Composite Wood Products Act. This legislation, which adds a Title VI to the Toxic Substances Control Act (TSCA), establishes limits for formaldehyde emissions from composite wood products: hardwood plywood, medium-density fiberboard ("MDF"), and

particleboard. The national emission standards mirror standards previously established by CARB.

22. In 1988, the State of California officially identified formaldehyde (gas) as a chemical known to cause cancer.

23. In 1992, CARB formally identified formaldehyde as a Toxic Air Contaminant in California with no safe level of exposure.

24. The World Health Organization and National Toxicology Program have also classified formaldehyde as a known human carcinogen.

25. CARB Regulations apply to composite wood ("lamine") products including flooring. California Code of Regulations, Title 17, § 93120-93120.12.

26. The CARB Phase 1 Emission Standard for MDF flooring was in effect from January 1, 2009 to December 31, 2010. This CARB Phase 1 Emission Standard limited formaldehyde emissions to 0.21 parts per million ("ppm"). The CARB Phase 2 Emission Standard for MDF flooring has been in effect from January 1, 2011 to the present. This CARB Phase 2 Emission Standard limits formaldehyde emissions to 0.11 parts per million ("ppm"). The CARB Phase 1 Emission Standard for Thin MDF flooring was in effect from January 1, 2009 to December 31, 2011. This CARB Phase 1 Emission Standard limited formaldehyde emissions to 0.21 parts per million ("ppm"). The CARB Phase 2 Emission Standard for Thin MDF flooring has been in effect from January 1, 2012 to the present. This CARB Phase 2 Emission Standard limits formaldehyde emissions to 0.13 parts per million ("ppm"). (Hereinafter, the formaldehyde emission

standards for both MDF and Thin MDF will be referred to collectively as the “CARB limits.”).

B. Lumber Liquidators Misrepresents that its Laminate Wood Flooring Products Meet California’s Strict Emissions Standards for Products it Sells in Maryland

27. Lumber Liquidators invoke CARB standards through representations to consumers, both in the retail stores and online, that the products meet CARB requirements for formaldehyde emissions and are therefore safe.

28. Lumber Liquidators’ marketing materials for the toxic laminate flooring are designed to increase sales of the products by intentionally misrepresenting that the products comply with California formaldehyde emissions standards.

29. Lumber Liquidators’ website¹ states the following (emphasis added):

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?

¹ (<http://www.lumberliquidators.com/ll/flooring/ca-air-resources-board-regulations>) Last visited on April 1, 2015.

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.

30. Lumber Liquidators' laminate flooring packaging also affirmatively represents the product to be CARB "Phase 2 Compliant for Formaldehyde."

31. The foregoing misleading representations and/or affirmative misrepresentations made by Lumber Liquidators induced Plaintiffs, to their detriment, to purchase the defective and unsafe laminate flooring.

C. Lumber Liquidators' Laminate Wood Flooring Products Do Not Comply with CARB Limits or Federal Standards

32. Lumber Liquidators' laminate wood flooring is not what it purports to be. The laminated flooring contains a dangerous level of formaldehyde gas which exceeds the "CARB regulations in the State of California" and the standards promulgated in the Formaldehyde Standards Act, 15 U.S.C. § 2697 and is hazardous to human health.

33. Lumber Liquidators supervises and/or controls the manufacturing and packaging of laminate wood flooring products in China that it then distributes, markets, and sells in Maryland. These laminate wood flooring products contain formaldehyde and emit

formaldehyde gas at levels exceeding the CARB limit and national standards. Lumber Liquidators' Chinese-made laminate flooring products that exceed CARB standards include the following:

- a. 8 mm Dream Home Nirvana French Oak Laminate Flooring
- b. 8 mm Dream Home Nirvana Royal Mahogany Laminate Flooring
- c. 12 mm Dream Home Ispiri Americas Mission Olive Laminate Flooring
- d. 12 mm Dream Home Ispiri Poplar Forest Oak Laminate Flooring
- e. 12 mm Dream Home Kensington Manor Antique Bamboo Laminate Flooring
- f. 12 mm Dream Home Kensington Manor Cape Doctor Laminate Flooring
- g. 12 mm Dream Home Kensington Manor Fumed African Ironwood 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 (SKU 10029601)
- k. 12 mm Dream Home Kensington Manor Handscraped Imperial Teak Laminate Flooring (SKU 10023958)
- l. 12 mm Dream Home Kensington Manor Handscraped Summer Retreat Teak Laminate Flooring
- m. 12 mm Dream Home Kensington Manor Sandy Hills Hickory Laminate Flooring
- n. 12 mm Dream Home Kensington Manor Tanzanian Wenge Laminate Flooring
- o. 12 mm Dream Home Kensington Manor Warm Springs Chestnut Laminate Flooring
- p. 12 mm Dream Home St. James African Mahogany Laminate Flooring
- q. 12 mm Dream Home St. James Blacksburg Barn Board Laminate Flooring
- r. 12 mm Dream Home St. James Brazilian Koa Laminate Flooring
- s. 12 mm Dream Home St. James Cumberland Mountain Oak Laminate Flooring
- t. 12 mm Dream Home St. James Golden Acacia Laminate Flooring
- u. 12 mm Dream Home St. James Nantucket Beech Laminate Flooring
- v. 12 mm Dream Home St. James Oceanside Plank Bamboo Laminate Flooring
- w. 12 mm Dream Home St. James Vintner's Reserve Laminate Flooring
- x. 15 mm Dream Home St. James Sky Lakes Pine Laminate Flooring

D. Lumber Liquidators Knowingly Made False Representations that Formaldehyde Levels in its Laminate Wood Flooring Were CARB Compliant

34. In Lumber Liquidators' February 19, 2014, 10-K (p.14) filed with the United States Securities and Exchange Commission, it acknowledged that it "[could] not guarantee" compliance with CARB requirements, and conceded potential exposure "to legal risks as a result of [its] purchase of product from non-compliant suppliers." (<http://investors.lumberliquidators.com/index.php?o=25&s=127>).

Nevertheless, concurrent with this filing, Lumber Liquidators represented to consumers on its website, product packaging, and otherwise, 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.

35. In the same SEC filing referenced in Paragraph 34, Lumber Liquidators assured 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 19, 2014, 10-K to the United States Securities and Exchange Commission at p. 5 (<http://investors.lumberliquidators.com/index.php?o=25&s=127>).

36. Despite Lumber Liquidators' stated concern that its suppliers might not comply with environmental regulations, Defendant failed to sufficiently exercise its acknowledged quality control over those suppliers to ensure that they comply with CARB standards, and Lumber Liquidators continues to sell formaldehyde-laden laminate flooring to Maryland consumers.

37. On June 20, 2013, *Seeking Alpha*, a news website with millions of viewers, 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 stated, "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>).

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

39. 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 Defendant's laminate wood flooring products. *Kiken v. Lumber Liquidators Holdings, Inc., et al.*, 4:2013-cv-00157 (E.D.Va). This case is currently pending.

40. 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 Defendant's laminate wood flooring products. *Williamson v. Lumber Liquidators Holdings, Inc.*, 1:13-cv-01487-AJT-TCB (E.D.Va.). Although the case was dismissed due to a technicality, 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.

41. Numerous Lumber Liquidators customers have posted internet complaints on Defendant's website concerning formaldehyde emissions, including Deborah of North Fork, California who posted on the Consumer Affairs website on September 11, 2014:

We spent thousands of dollars and went with the LL recommended professional installer ... the product we were sold was supposedly Made in the USA--nope, China. One of my children cannot walk barefoot on the floor because he will blister from the formaldehyde content. We saved for years for this floor; it will need to be replaced. Please RUN to another dealer. This company does not care about the customer one bit. This has been a devastating blow to our family.
Consumer Complaints & Reviews at:

(http://www.consumeraffairs.com/homeowners/lumber_liquidators.html).

42. After the dangerous formaldehyde levels in Lumber Liquidators' products were featured on the news program "60 Minutes," Lumber Liquidator responded by posting a letter from its Chairman on its website stating:

Let me make one thing very clear – our laminate products, all of our products, are 100% safe.

...

We comply with applicable regulations regarding our products, including California standards for formaldehyde emissions for composite wood products – the most stringent rules in the country. We take our commitment to safety even further by employing compliance personnel around the world and utilizing the latest in cutting-edge technology to provide our customers with top quality and high value flooring.

43. Despite its knowledge, Lumber Liquidators failed to reformulate its flooring products so that they are CARB compliant or to disclose to consumers that these products emit unlawful levels of formaldehyde. Instead, Lumber Liquidators sold and continues to sell laminate wood flooring products in Maryland that exceed the CARB limit and it continues to misrepresent to Maryland consumers that those products are CARB compliant.

V. FACTS RELATING TO NAMED PLAINTIFFS

44. Plaintiffs, Bradley and Hope Copenheaver, are residents of Conowingo, Maryland who in January 2015 purchased wood laminate flooring from a Lumber Liquidators outlet at 2710 Pulaski Highway, Suite C, Edgewood, MD, 21040. The Copenheavers reside in their home with their three young children, ages three, five, and seven.

45. Plaintiffs purchased approximately 590 square feet of 12 mm St. James Brazilian KOA laminate wood flooring. On information and belief, this product was manufactured at a mill in China, and contains toxic levels of formaldehyde. A copy of Plaintiff's invoice for the Toxic Laminate Flooring is attached hereto as Exhibit "A."

46. Plaintiffs relied on Lumber Liquidators' representations that the laminate flooring they purchased did not contain formaldehyde exceeding CARB limits. Plaintiffs would

not have purchased the laminate flooring from Lumber Liquidators if they knew the truth, *i.e.*, that it was not in compliance with CARB limits. Safety is a material concern to the Copenhavers who have three young children.

47. Plaintiff, Bradley Copenhaver personally cut the laminate flooring, and he and his wife, Hope Copenhaver, installed in their home, approximately 590 square feet of the 12 mm St. James Brazilian KOA laminate wood flooring.

48. On or about March 1, 2015, Plaintiffs learned for the first time through the 60 Minutes exposé that the representations Lumber Liquidators made regarding the formaldehyde compliance of its product may have been false. They now intend to incur the cost of having their entire flooring replaced rather than risk the adverse health effects of formaldehyde exposure for themselves and their children.

49. Consistent with reports that the 12mm St. James Brazilian KOA laminate wood contained formaldehyde above CARB limits, the Copenhavers' Chinese-made laminate wood flooring tested positive for formaldehyde emissions at .74 ppm, which exceeds CARB limits by almost seven times. These test results are attached hereto as Exhibit "B."

50. Plaintiffs, Amanda and Angel Molina, are residents of Rosedale, Maryland who in February 2012 also purchased wood laminate flooring from the Lumber Liquidators outlet at 2710 Pulaski Highway, Suite C, Edgewood, MD, 21040. The Molinas reside in their home with their two young children, ages seven and eleven.

51. Plaintiffs purchased approximately 250 square feet of 8 mm Nirvana Royal Mahogany laminate wood flooring. On information and belief, this product was

manufactured at a mill in China, and contains toxic levels of formaldehyde. A copy of Plaintiff's invoice for the Toxic Laminate Flooring is attached hereto as Exhibit "C."

52. Plaintiffs relied on Lumber Liquidators' representations that the laminate flooring they purchased did not contain formaldehyde exceeding CARB limits. Plaintiffs would not have purchased the laminate flooring from Lumber Liquidators if they knew the truth, *i.e.*, that it was not in compliance with CARB limits. Safety is a material concern to the Molinas who have three young children.

53. Plaintiffs' friend's husband cut and installed the laminate flooring in Plaintiffs' home, approximately 250 square feet of 8 mm Nirvana Royal Mahogany laminate wood flooring.

54. On or about March 1, 2015, Plaintiffs learned for the first time through the 60 Minutes exposé that the representations Lumber Liquidators made regarding the formaldehyde compliance of its product may have been false. They now intend to incur the cost of having their entire flooring replaced rather than risk the adverse health effects of formaldehyde exposure for themselves and their children.

55. Consistent with reports that the 8 mm Nirvana Royal Mahogany laminate wood flooring contained formaldehyde above CARB limits, the Molinas' Chinese-made laminate wood flooring tested positive for formaldehyde emissions at .21 ppm, which exceeds CARB limits. These test results are attached hereto as Exhibit "D."

VI. CLASS ACTION ALLEGATIONS

56. Plaintiffs re-allege and incorporate herein by reference Paragraphs 1 through 55 above.

57. Plaintiffs bring this action as a class action pursuant to the Federal Rule of Civil Procedure 23 on behalf of the following class:

All persons residing in Maryland, who purchased from Lumber Liquidators, one or more laminate wood flooring products, between January 1, 2011 and the present, that were for their personal use rather than for resale or distribution, that were manufactured in China, and that were advertised as being CARB compliant.

58. Excluded from the Class are governmental entities, Defendant, their affiliates and subsidiaries, Defendant's current or former employees, officers, directors, agents, representatives, their family members, the members of this Court and its staff.

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

60. The putative 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 putative Class members is presently unknown to Plaintiffs, but it is believed that there are thousands of putative Class members; a number that is easily ascertained from Lumber Liquidators' sales records.

61. Common questions of fact and law exist as to all members of the putative Class, which predominate over questions affecting only individual members of the putative Class. These include, but are not limited to the following: (a) whether Defendant engaged in unlawful, unfair or deceptive business practices by failing to properly label 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 Act, 15 U.S.C. §2697; (c) whether Defendant made unlawful and misleading toxicity representations and warranties with respect to products sold to consumers; (d) whether Defendant violated the Maryland Consumer Protection Act, Md. Code Ann., Com. Law Art. §13-301, by acting in a manner constituting an unfair and deceptive trade practice in violation of §13-303 of the Maryland Consumer Protection Act; (e) whether Defendant breached its implied warranty of merchantability; (f) whether Defendant breached its express warranties; (g) whether Defendant was negligent in its labeling and advertising of the Chinese-made laminate flooring; (h) whether Defendant unlawfully sold the Chinese-made laminate flooring in violation of the laws of Maryland; (i) whether Defendant's unlawful, unfair and deceptive practices harmed Plaintiffs and the putative Class; (j) whether Plaintiffs and the putative Class have been damaged by the unlawful actions of the Defendant and the amount of damages to the putative Class; (k) whether Defendant was unjustly enriched by their deceptive practices; (l) whether punitive damages should be awarded; and (m) whether Defendant should be enjoined from continuing the conduct complained of herein.

62. Plaintiffs' claims are typical of the claims of the members of the putative Class because Plaintiffs bought Defendant's formaldehyde-laden flooring during the Class period, *i.e.*, on or after January 1, 2011. Plaintiffs are asserting the same rights, making the same claims, and seeking the same relief for themselves and for all other putative Class members. Defendant's unlawful, unfair and/or fraudulent actions concern the same business practices described herein irrespective of where they occurred or were

experienced. Plaintiffs and each putative Class Member sustained similar injuries arising out of Defendant's conduct in violation of Maryland and Federal law.

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

64. The Plaintiffs are adequate representatives of the putative Plaintiff Class because Plaintiffs are members of the putative Class and Plaintiffs' interests do not conflict with the interests of the members of the putative Class that Plaintiffs seek to represent. Plaintiffs are represented by the Law Offices of Peter G. Angelos, P.C., which has more than 60 attorneys, offices in four states, and has represented thousands of individuals over more than 40 years. More specifically, the Law Offices of Peter G. Angelos, P.C., has prosecuted numerous complex civil actions in the areas of asbestos, tobacco, ground-water contamination, pharmaceuticals, and lead paint. For example, the Law Offices of Peter G. Angelos, P.C., represented the State of Maryland in the successful prosecution of litigation against the tobacco industry. Plaintiffs and Plaintiffs' counsel intend to prosecute this action vigorously for the benefit of the entire putative Class. Plaintiffs and Plaintiffs' counsel can fairly and adequately protect the interests of the members of the putative Class.

65. The class action is the best available method for the efficient adjudication of this litigation because individual litigation of 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 putative Class may be relatively small, the expense and burden of individual litigation would make it difficult or impossible for individual members of the putative 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.

VII. CAUSES OF ACTION

COUNT 1

Maryland's Consumer Protection Act
Md. Code Ann., Com. Law Art. §13-301 et. seq.

66. Plaintiffs re-allege and incorporate herein by reference Paragraphs 1 through 65 above.

67. Lumber Liquidators sold and continues to sell laminate wood flooring products in Maryland, and therefore, qualifies as a merchant within the meaning of Md. Code Ann., Com. Law Art. §13-101(g).

68. Lumber Liquidators engaged in false, misleading and unlawful advertising, marketing and labeling of its laminate wood flooring products by stating that the products were CARB compliant for formaldehyde when they were not. Defendant's conduct was consumer-oriented and this conduct had broad impact on consumers at large.

69. Lumber Liquidators had actual and/or constructive knowledge that its Chinese-made laminate flooring was not CARB compliant for formaldehyde.

70. Lumber Liquidators' misrepresentations, concealments, deliberate omissions, and generally misleading marketing, advertising, packaging and labeling of its Chinese-made laminate flooring was intended to deceive the Plaintiffs and all reasonable consumers and induce and ensure their purchase of the products.

71. Lumber Liquidators' failure to inform Plaintiffs of the formaldehyde hazard was deceptive and was a violation of the Maryland Consumer Protection Act, Md. Code Ann., Com. Law Art. §13-301(3) and constitutes an unfair and deceptive trade practice in violation of §13-303 of the Maryland Consumer Protection Act.

72. Plaintiffs and other members of the putative Class who purchased Lumber Liquidators' Chinese-made laminate flooring in Maryland were injured by Lumber Liquidators' unlawful, deceptive, and unconscionable trade practices.

73. Lumber Liquidators sold to Plaintiffs and the members of the putative Class who purchased its Chinese-made laminate flooring in Maryland, a product that had no economic value. Lumber Liquidators' violation of Md. Code Ann., Com. Law Art. §13-301 *et. seq.*, remains ongoing.

74. As a direct and proximate result of Lumber Liquidators' unlawful deceptive and unconscionable trade practices, Plaintiffs and the members of the putative Class, pursuant to Md. Code Ann., Com. Law Art. §13-301 *et. seq.*, are entitled to damages and such other orders and judgments which may be necessary to disgorge Lumber Liquidators' ill-gotten gains and to restore to Plaintiffs and the members of the putative Class who purchased the products in Maryland any money paid for the products.

75. Lumber Liquidators' actions were willful, wanton, malicious, and in total disregard for the rights of the Plaintiffs and putative Class members. Lumber Liquidators knew or should have known, that its conduct was in violation of Maryland's Deceptive and Unfair Trade Practices Act and would naturally and probably result in damages to Plaintiffs and putative Class members. Lumber Liquidators continued its wrongful conduct with malice, or in reckless disregard of the consequences, from which malice may be inferred. Further, Lumber Liquidators intentionally pursued this course of conduct for the purpose of causing Plaintiffs' and putative Class members' damages. Punitive damages should be awarded to deter the actions of Lumber Liquidators and others who might engage in similar action or conduct, particularly given that despite notice of its wrongdoing through pending litigation, Lumber Liquidators continues to market and sell its hazardous products to the public.

76. Plaintiffs and putative Class members are entitled to an award of reasonable attorneys' fees, costs of this action, plus pre and post judgment interest as may be allowed under the Consumer Protection Act.

COUNT II

Unjust Enrichment

77. Plaintiffs re-allege and incorporate herein by reference Paragraphs 1 through 76 above.

78. As a result of Lumber Liquidators' unlawful and deceptive actions described above, Lumber Liquidators was enriched at the expense of Plaintiffs and the putative Class through the payment of the purchase price for the Chinese-made laminate flooring.

79. Under the circumstances, it would be against equity and good conscience to permit Lumber Liquidators to retain the ill-gotten benefits that they received from the Plaintiffs and the putative Class. The Chinese-made laminate flooring purchased by Plaintiffs and the putative Class were illegal products and were not what Lumber Liquidators represented them to be. Thus, it would be unjust and inequitable for Lumber Liquidators to retain the benefit without restitution to the Plaintiffs and the putative Class for the monies paid to Defendant for the Chinese-made laminate flooring.

COUNT III

Breach of Implied Warranty of Merchantability

80. Plaintiffs re-allege and incorporate herein by reference Paragraphs 1 through 79 above.

81. Implied in every sale and purchase of the Chinese-made laminate flooring by Plaintiffs and the putative Class is the warranty that the purchased products are legal and can be lawfully sold and/or possessed.

82. Lumber Liquidators reasonably knew or should have known that the Chinese-made laminate flooring was unlawful for sale according to the CARB limits and pursuant to the Formaldehyde Standards Act, 15 U.S.C. §2697.

83. When Lumber Liquidators sold these products they impliedly warranted that the products were legal and could be lawfully possessed and/or sold and were therefore, merchantable. The defects in the product are latent. A reasonable inspection of the product at the time of purchase would not have revealed to a reasonably diligent purchaser that the Chinese-made laminate flooring was defective, faulty, or unsafe.

84. No reasonable consumer would knowingly purchase a product that is illegal to own or possess, and that could cause serious harm to their health.

85. The purchased Chinese-made laminate flooring is unfit for the ordinary purpose for which it was intended. In fact, this Chinese-made laminate flooring is illegal, mislabeled, and economically worthless.

86. As a result, Plaintiffs and the putative Class were injured through their purchase of unsuitable, useless, illegal and unmerchantable products.

87. Plaintiffs and the putative Class assert this cause of action for violations of Maryland law pertaining to implied warranties. Plaintiff and the putative Class were injured as a result of Lumber Liquidators' breach of their express warranties about the Chinese-made laminate flooring. Plaintiffs and the putative Class are entitled to damages arising from the breach of warranty.

COUNT IV

Breach of Express Warranty

88. Plaintiffs re-allege and incorporate herein by reference Paragraphs 1 through 87 above.

89. Lumber Liquidators' representations of fact and/or promises on the website and the actual product labels relating to their Chinese-made laminate flooring, created express written warranties that the product would conform to Lumber Liquidators' representation of fact and/or promises.

90. Lumber Liquidators' description on the labeling of their Chinese-made laminate flooring that it complied with CARB became part of the basis of the bargain, creating express written warranties that the product purchased by Plaintiffs and the other putative Class members would conform to Lumber Liquidators' description and specification. The Chinese-made laminate flooring purchased by Plaintiffs and the putative Class did not so conform.

91. Lumber Liquidators provided warranties that their Chinese-made laminate flooring was in compliance with CARB regulations and federal law. Lumber Liquidators breached these express written warranties.

92. As a result of the foregoing, Plaintiffs and the other putative Class members have suffered damages, in that the value of the product they purchased was less than warranted by Lumber Liquidators.

93. Lumber Liquidators engaged in a scheme of offering the Chinese-made laminate flooring for sale to Plaintiffs and members of the putative Class by way of, *inter alia*, false and misleading product packaging and labeling.

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

95. Plaintiffs and the putative Class assert this cause of action for violations of Maryland law pertaining to express warranties. Plaintiff and the putative Class were injured as a result of Lumber Liquidators' breach of their express warranties about the Chinese-made laminate flooring. Plaintiffs and the putative Class are entitled to damages arising from the breach of warranty.

COUNT V

Negligence

96. Plaintiffs re-allege and incorporate herein by reference Paragraphs 1 through 95 above.

97. Lumber Liquidators was responsible for the manufacture, compliance, supply, marketing, and sale of laminate flooring products, the subject of this dispute. At all times relevant herein, Lumber Liquidators owed a duty of reasonable care to the Plaintiffs and the putative Class. This duty included but was not limited to: (a) properly, truthfully, and correctly labeling the laminate flooring product packaging; (b) disclosing all information material to consumers deciding whether to purchase the laminate flooring products, and; (c) placing within the stream of commerce, a product compliant with the CARB and federal formaldehyde emission standards.

98. In making representations of fact to Plaintiffs and the other putative Class members about its Chinese-made laminate flooring, Lumber Liquidators failed to properly, truthfully, or lawfully label or advertise its Chinese-made laminate flooring products, and breached its duties to disclose the material facts alleged above.

99. Plaintiffs and the other putative Class members, as a direct and proximate cause of Lumber Liquidators' breach of duty, reasonably relied upon such representations and to their detriment, purchased Lumber Liquidators' formaldehyde-laden products. As a result, Plaintiffs and the other putative Class members have suffered damages.

100. As described above, Lumber Liquidators' actions violated Maryland and Federal law designed to protect Plaintiffs and the putative Class. Lumber Liquidators' illegal actions constitute negligence.

101. Plaintiffs and the putative Class were injured by Lumber Liquidators' 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 Lumber Liquidators' negligence.

COUNT VI

Fraud (Intentional Misrepresentation)

102. Plaintiffs re-allege and incorporate herein by reference Paragraphs 1 through 101 above.

103. On information and belief, at all times relevant to this action, Lumber Liquidators has knowingly and affirmatively misrepresented its Chinese-made laminate wood flooring products as CARB compliant on its packaging and otherwise, and

intentionally concealed and failed to disclose to consumers the facts set forth in paragraphs 1-13 and 34-43 of this Complaint.

104. Lumber Liquidators knew that its misrepresentations and/or omissions were material, and that they were false, incomplete, misleading, deceptive and deceitful when they were made. Lumber Liquidators conceded in its February 19, 2014 10K filing that it exercised quality control over the Chinese mills producing its flooring products, thereby providing assurances of safety and compliance. Lumber Liquidators opted for the formaldehyde-laden version of the laminate flooring over compliant flooring because it was less expensive and would boost its bottom line. In fact, Lumber Liquidators' calculated decision paid off, as it helped operating margins rise dramatically from approximately 5% in the second quarter of 2011 to approximately 13% in the third quarter of 2013, which drove gross margin expansion to heights well-beyond those of its competitors. Alternatively, Lumber Liquidators made the representations with such reckless disregard for the truth that knowledge of the falsity of the representations can be imputed to Lumber Liquidators.

105. Lumber Liquidators made the misrepresentations and/or omissions for the purpose of deceiving and defrauding Plaintiffs and putative Class members and with the intention of having them act and rely on such misrepresentations and/or omissions. Lumber Liquidators knew that if it told the truth about the formaldehyde levels in the Chinese-made laminate flooring, Plaintiffs and putative Class members would not have purchased flooring from Lumber Liquidators.

106. Plaintiffs and putative Class members relied with reasonable justification on the misrepresentations and/or omissions by Lumber Liquidators, which induced the purchase of defective Chinese-made laminate flooring.

107. Lumber Liquidators profited, significantly, from its unethical and illegal conduct that fraudulently induced Plaintiffs and putative Class members to purchase a dangerous and defective product.

108. Lumber Liquidators' actions, and Plaintiffs' and putative Class members' justifiable reliance thereon, were substantial contributing factors in causing injury and incurrence of substantial damages.

109. Lumber Liquidators' misrepresentations were made intentionally and with actual knowledge. Such conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which is to be determined according to proof at trial.

COUNT VII

Fraud (Concealment)

110. Plaintiffs re-allege and incorporate herein by reference Paragraphs 1 through 109 above.

111. Lumber Liquidators owed Plaintiffs and putative Class members duties to fully and accurately disclose all material facts regarding the Chinese-made laminate flooring, not to conceal material defects related to the Chinese-made laminate flooring, not to place non-compliant laminate flooring within the stream of commerce, and to fully and accurately label its product packaging. To the contrary, Lumber Liquidators explicitly

and implicitly represented that there were no material defects, in fact, affirmatively representing that the flooring was CARB compliant, when it had knowledge it was not.

112. Lumber Liquidators actively and intentionally concealed and/or suppressed these material facts, in whole or in part, to protect and increase its margins and profits, and did so at the expense of Plaintiffs and the putative Class.

113. Lumber Liquidators made the misrepresentations and/or omissions for the purpose of deceiving and defrauding Plaintiffs and putative Class members and with the intention of having Plaintiffs and putative Class members act and rely on such misrepresentations and/or omissions.

114. Lumber Liquidators knew that its concealment, misrepresentations and/or omissions were material, and that they were false, incomplete, misleading, deceptive, and deceitful when they were made. Alternatively, Lumber Liquidators concealed information, and/or made the representations with such reckless disregard for the truth that knowledge of the falsity can be imputed to Lumber Liquidators.

115. Lumber Liquidators profited, significantly, from its unethical and illegal conduct that caused Plaintiffs and putative Class members to purchase a dangerous and defective product.

116. Lumber Liquidators' actions, and Plaintiffs' and putative Class members' justifiable reliance thereon, were substantial contributing factors in causing injury and incurrence of substantial damages.

117. Lumber Liquidators' misrepresentations were made intentionally and with actual knowledge. Such conduct warrants an assessment of punitive damages in an

amount sufficient to deter such conduct in the future, which is to be determined according to proof at trial.

VIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of all other similarly situated persons, pray for judgment against Defendant 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 Plaintiffs are proper representatives of the Class;
- B. Actual and/or compensatory damages and/or the recovery of civil penalties as provided by Md. Code Ann., Com. Law Art. §13-301 *et. seq.* and/or an award equal to the amount by which the Defendant has been unjustly enriched;
- C. An order awarding pre-judgment and post-judgment interest;
- D. The costs of this proceeding and attorney's fees, as provided by Md. Code Ann., Com. Law Art. §13-301 *et. seq.*;
- E. Punitive damages in an appropriate amount;
- F. An order permanently enjoining Defendant from continuing its unfair and/or deceptive conduct; and
- G. Any further compensatory, injunctive, equitable or declaratory relief including refunds as may be just and proper.

IX. DEMAND FOR JURY TRIAL

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

DATED: April 2, 2015

Respectfully submitted,

LAW OFFICES OF PETER G. ANGELOS, P.C.

A handwritten signature in black ink, appearing to read "Jay D. Miller", is written over a horizontal line.

Jay D. Miller, Esquire
Federal Bar #04653
Jmiller@lawpga.com

Jeffrey J. Utermohle, Esquire
Federal Bar #22566
Jutermohle@lawpga.com

Craig M. Silverman, Esquire
Federal Bar #16898
Csilverman@lawpga.com

Law Offices of Peter G. Angelos, P.C.
One Charles Center, 22nd Floor
100 North Charles Street
Baltimore, Maryland 21201
Telephone: (410) 649-2000
Facsimile: (410) 649-2101

EXHIBIT A

FOR LESS
LUMBER LIQUIDATORS
 1-800-HARDWOOD

EDGEWOOD MD 1208
 2710 Pulaski Highway
 EDGEWOOD MD 21040

Phone: (443) 490-0180

Fax: (443) 490-0182

Email: Store208@lumberliquidators.com

Jan 18, 2015

15:36:58

Invoice**Bill-To-Party**

BRAD COPENHEAVER
 92 FINNEGANS PLACE
 CONOWINGO MD 21918
 (443) 768-0850
 hopecopen@yahoo.com

Ship-To-Party

BRAD COPENHEAVER
 CONOWINGO MD 21918
 92 FINNEGANS PLACE
 (443) 768-0850
 hopecopen@yahoo.com

Information

Sales Order No 124605094
 Document Date 01/18/2015
 Customer No 5260049
 Currency USD
 Contact Person

Order Comments

ITEM	PRODUCT	QUANTITY	QTY OPEN	QTY SHIPPED	PRICE	AMOUNT
10	10023946/12BK-K/1208 STJ Brazilian Koa 12mm w/pad 30 Year Warranty	272.28	272.28	0.00 FT2	1.59 USD	432.93 USD

12 boxes

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

20	10008736/POL/1208 Dream Home 6mil Poly Sheeting 300sft Roll	2.00	2.00	0.00 EA	19.99 USD	39.98 USD
----	--	------	------	---------	-----------	-----------

Items Total:	472.91 USD
Tax:	28.38 USD
Final Amount:	501.29 USD
Down Payment Total:	501.29 USD
Balance Due:	0.00 USD



EDGEWOOD MD 1208
2710 Pulaski Highway
EDGEWOOD MD 21040

Phone: (443) 490-0180

Fax: (443) 490-0182

E-mail: Store208@lumberliquidators.com

Jan 17, 2015

14:18:05

Invoice

Bill-To-Party

BRAD COPENHEAVER
92 FINNEGANS PLACE
CONOWINGO MD 21918
(443) 768-0850
hopecopen@yahoo.com

Ship-To-Party

BRAD COPENHEAVER
CONOWINGO MD 21918
92 FINNEGANS PLACE
(443) 768-0850
hopecopen@yahoo.com

Information

Sales Order No: 104598193
Document Date: 01/17/2015
Customer No: 5260049
Currency: USD
Contact Person:

Order Comments

ITEM	PRODUCT	QUANTITY	QTY OPEN	QTY SHIPPED	PRICE	AMOUNT
10	10023946/12BK-K/1208 STJ Brazilian Koa 12mm w/pad 30 Year Warranty	317.66	317.66	0.00 FT2	1.59 USD	505.08 USD

14 boxes

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

20	10008736/POL/1208 Dream Home 6mil Poly Sheeting 300sft Roll	1.00	1.00	0.00 EA	19.99 USD	19.99 USD
----	--	------	------	---------	-----------	-----------

Items Total:	525.07 USD
Tax:	31.51 USD
Final Amount:	556.58 USD
Down Payment Total:	556.58 USD
Balance Due:	0.00 USD

EXHIBIT B

**EMSL Analytical - Industrial**

200 Route 130 North, Cinnaminson, NJ 08077

Phone/Fax: (800)220-3675 /

www.EMSL.com www.formaldehydetesting.com

EMSL Order #: **281500721**Customer ID: **JENK50**Customer PO: **7575**

Attn: **Michael Cirri**
Jenkins Environmental
8600 La Salle Road, Ste. 509
Towson, MD 21286

Phone: **410-828-9888**Fax: **410-828-9899**Project: **Copenheaver Residence/015-063**Date Collected: **03/16/2015**Date Received: **03/27/2015**Date Analyzed: **03/30/2015****Laboratory Report- Sample Summary**

EMSL Sample ID.	Client Sample ID.	Start Sampling Date	Start Sampling Time
281500721-0001	015-063-92	3/16/2015	

Report Date

03/31/2015

Report Revision

R0

Revision Comments

Initial Report

Scott Van Etten, CIH, Laboratory Manager

or other approved signatory



EMSL Analytical - Industrial
200 Route 130 North, Cinnaminson, NJ 08077
Phone/Fax: (800)220-3675 /
www.EMSL.com www.formaldehydetesting.com

EMSL Order #: 281500721
Customer ID: JENK50
Customer PO: 7575

Attn: Michael Cirri
Jenkins Environmental
8600 La Salle Road, Ste. 509
Towson, MD 21286

Phone: 410-828-9888
Fax: 410-828-9899

Project: Copenheaver Residence/015-063

Date Collected: 03/16/2015
Date Received: 03/27/2015
Date Analyzed: 03/30/2015

Reported Date: 03/31/2015 Current Rev: R0

**Analysis of Bulk Samples for Free Formaldehyde (HCHO) Off-Gassing
by Impinger Method, HPLC/UV via Modified NIOSH 2016**

Sample Identification: 015-063-92

Lab Sample #: 281500721-0001

Test Parameter	Sample Location/Description	HCHO Result (ug)	HCHO Result (ppm)	HCHO R.L. (ppm)	Comments
Formaldehyde		12	0.74	0.0031	

Agency Name	Acronym	Concern Level	Limit (ppm)	Limit Name	Limit Abbr.
Occupational Safety and Health Administration American Conference of Government Industrial Hygienists US Department of Housing and Urban Development	OSHA		0.75	Permissible Exposure Limit	PEL
	ACGIH		0.3	Ceiling Concentration (2014)	C
	HUD		0.3	Particle Board	
			0.2	Plywood	
California Air Resource Board	CARB		0.13	Thin Medium Density Fiberboard (MDF)	ATCMPH
			0.11	Medium Density Fiberboard (MDF)	ATCMPH
			0.09	Particle Board	ATCMPH
			0.05	Hardwood Plywood (HWPW)	ATCMPH
United States Green Buildings Council	USGBC		0.027	Leadership in Energy and Environmental Design	LEED
National Institute for Occupational Safety and Health	NIOSH		0.016	Recommended Exposure Limit	REL
Federal Emergency Management Agency	FEMA		0.016	THU Procurement Specification	
Agency For Toxic Substances Disease Registry	ATSDR		0.008	Minimal Risk Level	MRL
California Office Of Environmental Health Hazard Assessment	OEHHA		0.009	Chronic Reference Exposure Level	cREL
United States Environmental Protection Agency (Region III)	EPA		0.0018	Risk Based Concentration	RBC

Concern Level:

Probable Contributor to Indoor Air Levels
Likely Contributor to Indoor Air Levels
Possible Contributor to Indoor Air Levels
Unlikely to Contribute to Indoor Air Levels

OSHA PEL, 29CFR1910.1028; http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=10075 accessed 3/12/15
ACGIH Ceiling, 2014 TLVs and BEIs Booklet, errata; <http://www.acgih.org/TLV/>, accessed 3/12/15
HUD 24CFR 3280.308 Formaldehyde emission controls ...; <http://www.gpo.gov/fdsys/pkg/CFR-2001-title24-vol5/pdf/CFR-2001-title24-vol5-sec3280-308.pdf>, accessed 3/12/15
CARB ATCM, Final Regulation Order, Airborne Toxic Control Measure ...; <http://www.arb.ca.gov/regact/2007/compwood07/fro-final.pdf>, accessed 3/12/15
USGBC LEEDS Std.-"LEED 2009 For New Construction... V3" (2009); <http://www.usgbc.org/ShowFile.aspx?DocumentID=5546>, accessed 3/12/15
NIOSH Recommended Exposure Limit (REL); <http://www.cdc.gov/niosh/npg/npgd0293.html> accessed 3/12/15
FEMA THU Procurement Specification; <https://www.fema.gov/news-release/2008/04/11/new-fema-procurement-specifications-require-significantly-reduced>, accessed 3/12/15
ATSDR MRLs; http://www.atsdr.cdc.gov/mrls/mrls_list.html, accessed 3/12/15
CA OEHHHA cRELs; <http://www.oehha.ca.gov/air/allrels.html>, accessed 3/12/15
USEPA Region III RBCs; http://www.epa.gov/reg3hwmd/risk/human/rb-concentration-table/Generic-Tables/docs/resair_sl_table_run_NOV2014.pdf, accessed 3/12/15
IARC Monograph #100, Formaldehyde... (2012); <http://monographs.iarc.fr/ENG/Monographs/vol100F/mono100F-29.pdf>, accessed 3/12/15

Notes:

These results relate only to the samples tested.
RL= Reporting Limit as defined by lowest Calibration Standard.

Experimental:

The sample (13.3g) was prepped and placed into a tare-weighted vial, allowed to equilibrate for 30 minutes, then 13.05 liters of air passed through the vial over 30 minutes onto a sorbent tube (DNPH on silica gel) to collect formaldehyde.
A vial blank sample, and media blank sample were also collected. The sorbent tube was subsequently desorbed using Acetonitrile, and analyzed by High-Performance Liquid Chromatography (HPLC) via NIOSH Method 2016 Modified

**EMSL Analytical - Industrial**

200 Route 130 North, Cinnaminson, NJ 08077
 Phone/Fax: (800)220-3675 /
 www.EMSL.com www.formaldehydetesting.com

EMSL Order #: 281500721
 Customer ID: JENK50
 Customer PO: 7575

Attn: Michael Cirri
 Jenkins Environmental
 8600 La Salle Road, Ste. 509
 Towson, MD 21286

Phone: 410-828-9888
 Fax: 410-828-9899

Project: Copenheaver Residence/015-063

Date Collected: 03/16/2015
 Date Received: 03/27/2015
 Date Analyzed: 03/30/2015

Signature Page

Report Date
 03/31/2015

Report Revision
 R0

Revision Comments
 Initial Report

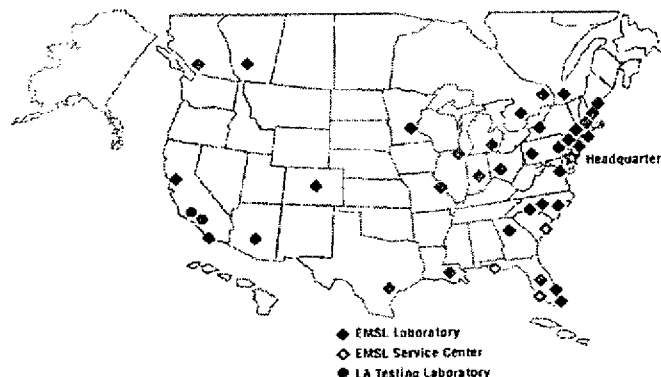
Scott Van Etten, CIH, Laboratory Manager
 or other approved signatory

About us



EMSL Analytical, Inc. offers a full line of analytical solutions for over 30 years across North America. For more information about our nationally accredited locations, vast line of testing services, and our food safety solutions please visit www.EMSL.com or call (800) 220-3675.

United States and Canada Locations



Disclaimers

Warranty: EMSL warrants to its clients that all services provided hereunder shall be performed in accordance with established and recognized analytical testing procedures and with reasonable care in accordance with applicable federal, state and local laws. The foregoing express warranty is exclusive and is given in lieu of all other warranties, expressed or implied. EMSL disclaims any other warranties, express or implied, including a warranty of fitness for particular purpose and warranty of merchantability.

Limits of Liability: In no event shall EMSL be liable for indirect, special, consequential, or incidental damages, including, but not limited to, damages for loss of profit or goodwill regardless of the negligence (either sole or concurrent) of EMSL and whether EMSL has been informed of the possibility of such damages, arising out of or in connection with EMSL's held responsible for the improper selection of sampling devices even if we supply the device to the user. The user of the sampling device has the sole responsibility to select the proper sampler and sampling conditions to services thereunder or the delivery, use, reliance upon or interpretation of test results by client or any third party. We accept no legal responsibility for the purposes for which the client uses the test results. EMSL will not be insure that a valid sample is taken for analysis. Any resampling performed will be at the sole discretion of EMSL, the cost of which shall be limited to the reasonable value of the original sample delivery group (SDG) samples. In no event shall EMSL be liable to a client or any third party, whether based upon theories of tort, contract or any other legal or equitable theory, in excess of the amount paid to EMSL by client thereunder.

Indemnification: Client shall indemnify EMSL and its officers, directors and employees and hold each of them harmless for any liability, expense or cost, including reasonable attorney's fees, incurred by reason of any third party claim in connection with EMSL's services, the test result data or its use by client.

OrderID: 281500721

EMSL ANALYTICAL, INC.
LABORATORY - PRODUCTS - TRAINING**Materials Science Chain of Custody****EMSL Order Number** (Lab Use Only):

281500721

PHONE
FAX

Company: Jenkins Environmental, Inc.		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments	
Street: 8600 LaSalle RD Suite 509		Third Party Billing requires written authorization from third party	
City: Towson	State/Province: MD	Zip/Postal Code: 21286	Country: USA
Report To (Name): Michael Cirri		Fax #: 410-828-9899	
Telephone #: 410-828-9888		Email Address: mcirri@jeinc.org	
Project Name/Number: Copenheaver Residence/015-063			
Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email		Purchase Order: 07575 U.S. State Samples Taken In: MD	
Turnaround Time (TAT) Options - Please Check			
<input type="checkbox"/> 2 Week		<input checked="" type="checkbox"/> Expedited (Please call for information) TAT: 1 - 2 day	
Test Type			
<input type="checkbox"/> Common Particle ID (large particles)	<input type="checkbox"/> Physical Testing (Tensile, Compression, etc.)	<input type="checkbox"/> MMVF's (fibrous glass, mineral wool, RCF's)	
<input type="checkbox"/> Full Particle ID (environmental dust)	<input type="checkbox"/> FTIR/NIR (Polymers, Lubricants)	<input type="checkbox"/> Particle Size (Sieve, Microscopy, or Laser-select one)	
<input type="checkbox"/> Basic Material ID (solids)	<input type="checkbox"/> X-Ray Fluorescence (elemental analysis)	<input type="checkbox"/> Combustible Dust (Core Module, MIE, MEC, Kst, etc.)	
<input type="checkbox"/> Advanced Material ID (liquids and solids, industrial residues)	<input type="checkbox"/> X-Ray Diffraction (Crystalline Particles)	<input type="checkbox"/> Petrographic Examination of Concrete, Soil, Stone	
Combustion-by-products (soot, char, ash, carbon black)			
<input type="checkbox"/> Level 1 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 3 <input type="checkbox"/> Level 4			
<input checked="" type="checkbox"/> Other (Please Explain): Formaldehyde Wood Product ASTM D6007/NIOSH 2016 Modified			
All orders for clients who do not have established accounts with EMSL Analytical must be accompanied by payment in form of a check or credit card. After your first order, EMSL reserves the right to establish an account and assign credit terms of Net 30 or COD based on credit evaluation and or frequency of sample submittal. To establish a permanent account, you must be able to submit samples on a regular basis at a minimum of five times per year. EMSL reserves the right to make adjustments or changes to this policy as deemed necessary by business requirements.			
Samplers Name: Michael Cirri		Samplers Signature:	
① Sample #	Sample Description	Volume	Date/Time Sampled
② 015-063-92	Laminate Wood Flooring	2" x 2"	03/26/15 TIME: 1027 N.J.
Client Sample # (s): 015-063-92		Total # of Samples: 1	
Relinquished (Client): <i>M. Cirri</i>		Date: 3/26/15 (FedEx)	Time: 1113
Received (Lab): <i>OMP</i>		Date: 3/27/2015	Time: 9:30A
Comments:		1 x B	

Page 1 of 1 pages

EXHIBIT C



EDGEWOOD MD 1208
2710 Pulaski Highway
EDGEWOOD MD 21040

Phone: (443) 490-0180

Fax: (443) 490-0182

Mar 10, 2015

11:39:36

Email: Store208@lumberliquidators.com

Invoice

Bill-To-Party

AMANDA MOLINA
7940 NORTH BOUNDARY ROAD
DUNDALK MD 21222
(443) 416-5982
a.molina06@yahoo.com

Ship-To-Party

AMANDA MOLINA
DUNDALK MD 21222
7940 NORTH BOUNDARY ROAD
(443) 416-5982
a.molina06@yahoo.com

Information

Sales Order No 120032542
Document Date 02/11/2012
Customer No. 3058861
Currency USD
Contact Person

Order Comments

ITEM	PRODUCT	QUANTITY	QTY OPEN	QTY SHIPPED	PRICE	AMOUNT
10	10008991/8RM/1208 NV Royal Mahogany 8mm 25 Year Warranty	221.21	0.00	221.21 FT2	1.69 USD	373.84 USD

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

20	10008736/POL/1208 Dream Home 6mil Poly Sheeting 300sft Rol	1.00	0.00	1.00 EA	19.99 USD	19.99 USD
30	10008819/A8RMSN/1084 LAM Royal Mahogany 7.5' SN	7.50	0.00	7.50 FT	3.69 USD	27.68 USD

Items Total:	421.51 USD
Tax:	25.30 USD
Final Amount:	446.81 USD
Down Payment Total:	446.81 USD
Balance Due:	0.00 USD



EDGEWOOD MD 1208
2710 Pulaski Highway
EDGEWOOD MD 21040

Phone: (443) 490-0180

Fax: (443) 490-0182

Email: Store208@lumberliquidators.com

Page 2 of 2

Mar 10, 2015 11:39:36

Invoice

Sales Order No: 120032542

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

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

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

Returns/Exchanges: Exchanges are permitted within 30 days of receipt of product without a restocking fee. Returns are subject to approval and 20% restocking fee (no restocking fee for moldings, trim, and tools) and must be within 30 days of product receipt. Returns or exchanges are not permitted on (a) opened boxes or special orders unless product is defective, (b) close-outs, odd lots, final sales, special deals, or clearance items for any reason, or (c) tools without original receipt. Product must be in its original condition and have been properly stored. Installed product is considered accepted by Buyer and may not be exchanged or returned for any reason. Shipping and delivery charges are non-refundable. Shipping costs relating to a return or exchange are the sole responsibility of Buyer.

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

Limited Warranty and Other Limitations: Products may or may not have a limited warranty as specified in information with the product or available as set forth below. ALL OTHER WARRANTIES ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH WARRANTIES CANNOT BE VALIDLY DISCLAIMED UNDER APPLICABLE LAW. Lumber Liquidators may, in its discretion, fully and completely resolve a claim for a manufacturer's defect by providing a store credit. Except to the extent specifically prohibited by law, Lumber Liquidators shall not be responsible or liable, and Buyer waives any claim, for indirect, incidental or consequential damages arising from or relating to Lumber Liquidators' sale of any products. Under no circumstances shall any liability of Lumber Liquidators arising out of or relating to this transaction exceed the total cost of the products included in this invoice and paid for by Buyer.

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

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

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

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

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

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

Buyer's Signature _____

Printed Name _____

Date _____

EXHIBIT D

**EMSL Analytical - Industrial**

200 Route 130 North, Cinnaminson, NJ 08077
 Phone/Fax: (800)220-3675 /
 www.EMSL.com www.formaldehydetesting.com

EMSL Order #: **281500722**
 Customer ID: **JENK50**
 Customer PO: **7575**

Attn: **Michael Cirri**
Jenkins Environmental
8600 La Salle Road, Ste. 509
Towson, MD 21286

Phone: **410-828-9888**
 Fax: **410-828-9899**

Project: **Molina Residence/015-063**

Date Collected: **03/26/2015**
 Date Received: **03/27/2015**
 Date Analyzed: **03/30/2015**

Laboratory Report- Sample Summary

EMSL Sample ID.	Client Sample ID.	Start Sampling Date	Start Sampling Time
281500722-0001	015-063-1	3/26/2015	

Report Date

03/31/2015

Report Revision

R0

Revision Comments

Initial Report

 Scott Van Etten, CIH, Laboratory Manager

or other approved signatory

**EMSL Analytical - Industrial**

200 Route 130 North, Cinnaminson, NJ 08077
Phone/Fax: (800)220-3675 /
www.EMSL.com www.formaldehydetesting.com

EMSL Order #: 281500722
Customer ID: JENK50
Customer PO: 7575

Attn: **Michael Cirri**
Jenkins Environmental
8600 La Salle Road, Ste. 509
Towson, MD 21286

Phone: 410-828-9888
Fax: 410-828-9899

Project: **Molina Residence/015-063**

Date Collected: 03/26/2015
Date Received: 03/27/2015
Date Analyzed: 03/30/2015

Reported Date: 03/31/2015 Current Rev: R0

**Analysis of Bulk Samples for Free Formaldehyde (HCHO) Off-Gassing
by Impinger Method, HPLC/UV via Modified NIOSH 2016**

Sample Identification: 015-063-1

Lab Sample #: 281500722-0001

Test Parameter	Sample Location/Description	HCHO Result (ug)	HCHO Result (ppm)	HCHO R.L. (ppm)	Comments
Formaldehyde		3.4	0.21	0.0030	

Agency Name	Acronym	Concern Level	Limit (ppm)	Limit Name	Limit Abbr.
Occupational Safety and Health Administration American Conference of Government Industrial Hygienists US Department of Housing and Urban Development	OSHA		0.75	Permissible Exposure Limit	PEL
	ACGIH		0.3	Ceiling Concentration (2014)	C
	HUD		0.3	Particle Board	
			0.2	Plywood	
California Air Resource Board	CARB		0.13	Thin Medium Density Fiberboard (MDF)	ATCMPH
			0.11	Medium Density Fiberboard (MDF)	ATCMPH
			0.09	Particle Board	ATCMPH
			0.05	Hardwood Plywood (HWPW)	ATCMPH
United States Green Buildings Council	USGBC		0.027	Leadership in Energy and Environmental Design	LEED
National Institute for Occupational Safety and Health	NIOSH		0.016	Recommended Exposure Limit	REL
Federal Emergency Management Agency	FEMA		0.016	THU Procurement Specification	
Agency For Toxic Substances Disease Registry	ATSDR		0.008	Minimal Risk Level	MRL
California Office Of Environmental Health Hazard Assessment	OEHHA		0.009	Chronic Reference Exposure Level	cREL
United States Environmental Protection Agency (Region III)	EPA		0.00018	Risk Based Concentration	RBC

Concern Level:

	Probable Contributor to Indoor Air Levels
	Likely Contributor to Indoor Air Levels
	Possible Contributor to Indoor Air Levels
	Unlikely to Contribute to Indoor Air Levels

OSHA PEL, 29CFR1910.1028; http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=10075 accessed 3/12/15
ACGIH Ceiling, 2014 TLVs and BEIs Booklet, errata; <http://www.acgih.org/TLV/>, accessed 3/12/15
HUD 24CFR 3280.308 Formaldehyde emission controls ...; <http://www.gpo.gov/fdsys/pkg/CFR-2001-title24-vol5/pdf/CFR-2001-title24-vol5-sec3280-308.pdf>, accessed 3/12/15
CARB ATCM, Final Regulation Order, Airborne Toxic Control Measure...; <http://www.arb.ca.gov/regact/2007/compwood07/fro-final.pdf>, accessed 3/12/15
USGBC LEEDS Std.-"LEED 2009 For New Construction... V3" (2009); <http://www.usgbc.org/ShowFile.aspx?DocumentID=5546>, accessed 3/12/15
NIOSH Recommended Exposure Limit (REL), <http://www.cdc.gov/niosh/npg/npgd0293.html> accessed 3/12/15
FEMA THU Procurement Specification; <https://www.fema.gov/news-release/2008/04/11/new-fema-procurement-specifications-require-significantly-reduced>, accessed 3/12/15
ATSDR MRLs; http://www.atsdr.cdc.gov/mrls/mrls_list.html, accessed 3/12/15
CA OEHHHA cRELS; <http://www.oehha.ca.gov/air/airrels.html>, accessed 3/12/15
USEPA Region III RBCs; [http://www.epa.gov/reg3hwm/risk/human/rb-concentration_table/Generic Tables/docs/resair_sl_table_run_NOV2014.pdf](http://www.epa.gov/reg3hwm/risk/human/rb-concentration_table/Generic%20Tables/docs/resair_sl_table_run_NOV2014.pdf), accessed 3/12/15
IARC Monograph #100, Formaldehyde... (2012); <http://monographs.iarc.fr/ENG/Monographs/vol100F/mono100F-29.pdf>, accessed 3/12/15

Notes:

These results relate only to the samples tested.
RL= Reporting Limit as defined by lowest Calibration Standard.

Experimental:

The sample (13.6g) was prepped and placed into a tare-weighted vial, allowed to equilibrate for 30 minutes, then 13.5 liters of air passed through the vial over 30 minutes onto a sorbent tube (DNPH on silica gel) to collect formaldehyde.
A vial blank sample, and media blank sample were also collected. The sorbent tube was subsequently desorbed using Acetonitrile, and analyzed by High-Performance Liquid Chromatography (HPLC) via NIOSH Method 2016 Modified

**EMSL Analytical - Industrial**

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Phone: **410-828-9888**
 Fax: **410-828-9899**

Project: **Molina Residence/015-063**

Date Collected: **03/26/2015**
 Date Received: **03/27/2015**
 Date Analyzed: **03/30/2015**

Signature Page

Report Date
 03/31/2015

Report Revision
 R0

Revision Comments
 Initial Report

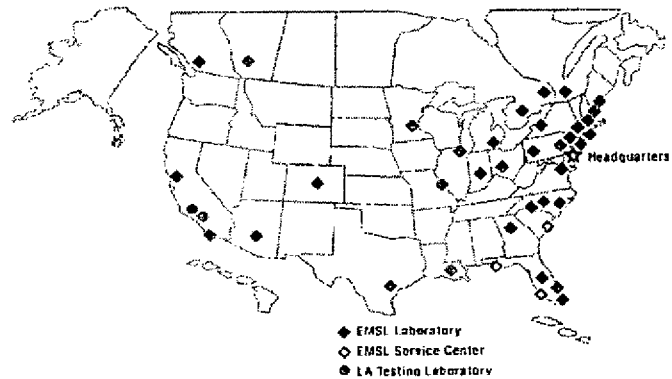
Scott Van Etten, CIH, Laboratory Manager
 or other approved signatory

About us



EMSL Analytical, Inc. offers a full line of analytical solutions for over 30 years across North America. For more information about our nationally accredited locations, vast line of testing services, and our food safety solutions please visit www.EMSL.com or call (800) 220-3675.

United States and Canada Locations



Disclaimers

Warranty: EMSL warrants to its clients that all services provided hereunder shall be performed in accordance with established and recognized analytical testing procedures and with reasonable care in accordance with applicable federal, state and local laws. The foregoing express warranty is exclusive and is given in lieu of all other warranties, expressed or implied. EMSL disclaims any other warranties, express or implied, including a warranty of fitness for particular purpose and warranty of merchantability.

Limits of Liability: In no event shall EMSL be liable for indirect, special, consequential, or incidental damages, including, but not limited to, damages for loss of profit or goodwill regardless of the negligence (either sole or concurrent) of EMSL and whether EMSL has been informed of the possibility of such damages, arising out of or in connection with EMSL's held responsible for the improper selection of sampling devices even if we supply the device to the user. The user of the sampling device has the sole responsibility to select the proper sampler and sampling conditions to services thereunder or the delivery, use, reliance upon or interpretation of test results by client or any third party. We accept no legal responsibility for the purposes for which the client uses the test results. EMSL will not be insure that a valid sample is taken for analysis. Any resampling performed will be at the sole discretion of EMSL, the cost of which shall be limited to the reasonable value of the original sample delivery group (SDG) samples. In no event shall EMSL be liable to a client or any third party, whether based upon theories of tort, contract or any other legal or equitable theory, in excess of the amount paid to EMSL by client thereunder.

Indemnification: Client shall indemnify EMSL and its officers, directors and employees and hold each of them harmless for any liability, expense or cost, including reasonable attorney's fees, incurred by reason of any third party claim in connection with EMSL's services, the test result data or its use by client.

OrderID: 281500722

EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING**Materials Science Chain of Custody****EMSL Order Number** (Lab Use Only):

3/26/15 361500722 281500722 PHONE
FAX

Company: Jenkins Environmental, Inc.		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note Instructions in Comments**	
Street: 8600 LaSalle RD Suite 509		Third Party Billing requires written authorization from third party	
City: Towson	State/Province: MD	Zip/Postal Code: 21286	Country: USA
Report To (Name): Michael Cirri		Fax #: 410-828-9899	
Telephone #: 410-828-9888		Email Address: mcirri@jeinc.org	
Project Name/Number: Molina Residence/015-063			
Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email		Purchase Order: 07575	
		U.S. State Samples Taken in: MD	
Turnaround Time (TAT) Options - Please Check			
<input type="checkbox"/> 2 Week <input checked="" type="checkbox"/> Expedited (Please call for information) TAT: 1 - 2 day			
Test Type			
<input type="checkbox"/> Common Particle ID (large particles)	<input type="checkbox"/> Physical Testing (Tensile, Compression, etc.)	<input type="checkbox"/> MMVF's (fibrous glass, mineral wool, RCF's)	
<input type="checkbox"/> Full Particle ID (environmental dust)	<input type="checkbox"/> FTIR/NIR (Polymers, Lubricants)	<input type="checkbox"/> Particle Size (Sieve, Microscopy, or Laser-select one)	
<input type="checkbox"/> Basic Material ID (solids)	<input type="checkbox"/> X-Ray Fluorescence (elemental analysis)	<input type="checkbox"/> Combustible Dust (Core Module, MIE, MEC, Kst, etc.)	
<input type="checkbox"/> Advanced Material ID (liquids and solids, industrial residues)	<input type="checkbox"/> X-Ray Diffraction (Crystalline Particles)	<input type="checkbox"/> Petrographic Examination of Concrete, Soil, Stone	
Combustion-by-products (soot, char, ash, carbon black)			
<input type="checkbox"/> Level 1 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 3 <input type="checkbox"/> Level 4			
<input checked="" type="checkbox"/> Other (Please Explain): Formaldehyde Wood Product ASTM D6007/NIOSH 2016 Modified			
All orders for clients who do not have established accounts with EMSL Analytical must be accompanied by payment in form of a check or credit card. After your first order, EMSL reserves the right to establish an account and assign credit terms of Net 30 or COD based on credit evaluation and or frequency of sample submittal. To establish a permanent account, you must be able to submit samples on a regular basis at a minimum of five times per year. EMSL reserves the right to make adjustments or changes to this policy as deemed necessary by business requirements.			
Samplers Name: Michael Cirri		Samplers Signature:	
Sample #	Sample Description	Volume	Date/Time Sampled
015-063-1	Laminate Wood Flooring	2" x 2"	2015 MAR 27 03:28:15 TIME 0823 A 9 5H JENKINS ENVIRONMENTAL, INC.
Client Sample # (s): 015-063-1		Total # of Samples: 1	
Relinquished (Client): <i>M. Cirri</i>	Date: 3/26/15 (Fed Ex)	Time: 11:13	
Received (Lab): <i>[Signature]</i>	Date: 3/27/15	Time: 9:30A	
Comments:		-2 x B- 1 x B	

Page 1 of 1 pages

JS 44 (Rev. 12/07)

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 THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Bradley Copenheaver, Hope Copenheaver, Angel Molina and Amanda Molina, individually, and on behalf of all others similarly

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

(c) Attorney's (Firm Name, Address, and Telephone Number)

The Law Offices of Peter G. Angelos, P.C., 100 N. Charles St.
Baltimore, MD 21201 410-649-2000

DEFENDANTS

Lumber Liquidators, Inc., a Delaware Corporation et al.

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

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

Attorneys (If Known)

MSB 15-959

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

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

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

- | | | | | | |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

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
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

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

Brief description of cause:
Misrepresentation/Consumer Protection Violation

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND \$
5,000,000.00

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

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

04/02/2015

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____