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UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MARY KLEINSASSER, on her own
behalf and on behalf of all others similarly
situated,

Plaintiff,

v.

LUMBER LIQUIDATORS, INC., a
Delaware corporation, and LUMBER
LIQUIDATORS HOLDINGS, INC., a
Delaware corporation,

Defendants.

NO.

**COMPLAINT – CLASS ACTION FOR
DAMAGES**

DEMAND FOR JURY TRIAL

Plaintiff Mary Kleinsasser (“Plaintiff”), on behalf of herself and all others similarly
situated (hereinafter “Class Members”), brings this class action against Defendant Lumber
Liquidators, Inc. and Defendant Lumber Liquidators Holdings, Inc. (collectively “Lumber
Liquidators” or “Defendant”) and complain and allege the following upon personal knowledge
as to her own experiences, and based upon information and belief as to all other matters:

I. INTRODUCTION

1. Defendant Lumber Liquidators, Inc. supervises and controls the manufacturing
of, and packages, distributes, markets and/or sells laminate wood flooring products to
consumers in Washington. Defendant’s labels on these laminate wood flooring products

1 represent that the products comply with strict formaldehyde emission standards promulgated by
2 the California Air Resources Board (“CARB”) and enumerated in California’s Airborne Toxic
3 Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products (“CARB
4 Regulations”). Cal. Code Regs. tit. 17, §§ 93120-93120.12. Formaldehyde is a substance
5 known to the State of California to cause cancer. Lumber Liquidators sells laminate wood
6 flooring products manufactured in China to consumers in Washington that emit formaldehyde
7 gas at levels that exceed the limits set forth in the CARB standards, yet fails to disclose the true
8 level of formaldehyde emission to consumers. Washington consumers are buying flooring
9 products from Defendant that Defendant says are safe when in fact they are not.

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

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

20 4. Laminate flooring manufacturers use formaldehyde glues and resins to hold the
21 pressed wood together.

22 5. Lumber Liquidators supervises and controls the manufacturing of laminate
23 wood flooring products from several manufacturing plants in China. Lumber Liquidators sells
24 those laminate wood flooring products at Lumber Liquidators’ seven retail stores in
25 Washington. Defendant also sells those laminate wood flooring products to Washington
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1 consumers through Lumber Liquidators' retail website, www.lumberliquidators.com, and
2 through its toll free customer service telephone line, 1-800-HARDWOOD (1-800-427-3966).

3 6. From October 2013 through November 2014, three certified and accredited
4 laboratories tested the formaldehyde emissions of laminate wood flooring purchased from
5 several nationwide retail outlets, including Home Depot, Lowe's, and Lumber Liquidators. Of
6 the dozens of products tested, by far the highest formaldehyde levels were found in the
7 laminate wood flooring sold by Lumber Liquidators that was produced in China. Similar
8 products manufactured in North America generally had much lower formaldehyde levels that
9 complied with the formaldehyde emission standards promulgated by CARB. Similar products
10 tested from Lumber Liquidators' competitors also showed significantly lower formaldehyde
11 levels that generally complied with the CARB formaldehyde emission standards.

12 7. Over the past several months, a sample of most of the brands of Chinese-made
13 laminate wood flooring product that Defendant sells in Washington was tested by a certified
14 laboratory using the testing methodology specified by CARB. Each sampled product exceeded
15 the CARB limit for formaldehyde emissions.

16 8. Laminate flooring that does not meet CARB standards is cheaper to produce and
17 lowers Lumber Liquidators' costs. On information and belief, high formaldehyde content
18 resins and glues are less expensive and dry more quickly than low formaldehyde glues and
19 resins. By using high formaldehyde content resins and glues rather than low formaldehyde
20 content resins and glues, Lumber Liquidators' Chinese manufacturers are able to produce
21 laminate wood flooring more quickly and at higher volumes thereby reducing costs and
22 generating greater profits for Lumber Liquidators.

23 9. Lumber Liquidators does not give consumers any warnings about the true
24 formaldehyde levels in its laminate wood flooring products, fails to disclose that those products
25 do not meet CARB formaldehyde standards, and fails to disclose that the State of California
26 considers the level of formaldehyde in its products dangerous. Lumber Liquidators has made
27

1 false and misleading statements on its product labels, website, and warranties that its flooring
2 products comply with CARB formaldehyde standards, and the even more stringent European
3 formaldehyde standards. Lumber Liquidators' website falsely states, "Our commitment to the
4 health and safety of our customers includes meeting or exceeding industry standards on
5 formaldehyde emissions through compliance with applicable regulations such as those
6 established by the California Air Resources Board (CARB)." [lumberliquidators.com,](http://www.lumberliquidators.com/l/flooring/quality?WT.ad=GLOBAL_FOOTER_Quality)
7 http://www.lumberliquidators.com/l/flooring/quality?WT.ad=GLOBAL_FOOTER_Quality
8 (last visited on March 4, 2015).

9 10. Plaintiff seeks to represent herself and similarly-situated persons in Washington
10 who have purchased Defendant's laminate wood flooring products that were manufactured in
11 China, labeled as CARB compliant, and sold to consumers in Washington at any time from
12 January 1, 2009 through the date of judgment herein ("the putative class"). Plaintiff seeks
13 damages for monies she and the putative class spent on purchasing, installing, and removing
14 Defendant's flooring products.

15 II. PARTIES

16 11. Plaintiff Mary Kleinsasser is, and at all relevant times has been, a resident of
17 King County, Washington. In August 2014, Ms. Kleinsasser purchased twelve millimeter
18 Dream Home St. James Elk River Redwood Laminate Flooring at a Lumber Liquidators store
19 located in King County.

20 12. Defendant Lumber Liquidators Inc. and Defendant Lumbar Liquidators
21 Holdings, Inc. (collectively "Lumber Liquidators" or "Defendant") are Delaware corporations
22 with their headquarters and principal places of business in Toano, Virginia. Lumber
23 Liquidators, Inc. distributes, markets, and/or sells laminate wood flooring products in
24 Washington. Lumber Liquidators Inc. is a wholly owned subsidiary of Lumber Liquidators
25 Holdings, Inc.

1 13. Lumber Liquidators is one of the largest specialty retailers of hardwood flooring
2 in the United States, with over 300 retail stores in 46 states, including seven stores in
3 Washington.

4 **III. JURISDICTION AND VENUE**

5
6 14. This Court has original subject matter jurisdiction over this Class Action
7 pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d)(2). Plaintiff is a citizen
8 of Washington. Pursuant to 28 U.S.C. §§ 1332(c) and (d)(10), Defendant Lumber Liquidators
9 Inc. is a Delaware corporation with its headquarters and principal place of business in Toano,
10 Virginia. As a result, the named Plaintiff, Class members, and the Defendant are citizens of
11 different states within the meaning of 28 U.S.C. § 1332(d)(2)(A).

12
13 15. On information and belief, the proposed Class exceeds 100 persons. Pursuant to
14 28 U.S.C. § 1332(d)(6), the aggregate amount of the Class members' claims substantially
15 exceeds \$5,000,000, and thus, exceeds the requisite amount in controversy set forth in 28
16 U.S.C. § 1332(d)(2).

17
18 16. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(a) and (b)
19 on the grounds that all or a substantial portion of the acts giving rise to the violations alleged
20 herein occurred in this judicial district.

21 **IV. FACTUAL ALLEGATIONS**

22 **A. California's Formaldehyde Standard**

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

25 18. In 1992, the CARB formally listed formaldehyde as a Toxic Air Contaminant in
26 California with no safe level of exposure.

1 19. The CARB approved the Airborne Toxic Control Measure to Reduce
2 Formaldehyde Emissions from Composite Wood Products in April 2007. The formaldehyde
3 emission standards became effective January 2009 and set decreasing limits in two Phases.
4 Cal. Code Regs., tit. 17, § 93120.2(a).

5 20. The CARB Regulations apply to composite wood (“laminated”) products
6 including flooring. Cal. Code Regs., tit. 17, § 93120.2(a).

7 21. The CARB Phase 1 Emission Standard for MDF, which was in effect from
8 January 1, 2009 to December 31, 2010, limited formaldehyde emissions to .21 parts per million
9 (“ppm”). The Phase 2 Emission Standard for MDF dictates that as of January 1, 2011, MDF
10 flooring products such as those involved in this action that are sold in California must emit no
11 more than 0.11 parts per million (“ppm”) of formaldehyde. The CARB Phase 1 Emission
12 Standard for Thin MDF, which was in effect from January 1, 2009 to December 31, 2011,
13 limited formaldehyde emissions to .21 ppm. The CARB Phase 2 Emission Standard for Thin
14 MDF dictates that as of January 1, 2012, thin MDF flooring products such as those involved in
15 this action that are sold in California must emit no more than 0.13 ppm of formaldehyde. Cal.
16 Code Regs., tit. 17, § 93120.2(a). Hereinafter, the formaldehyde emission standards for both
17 MDF and Thin MDF will be referred to as the “CARB limit.”

18 **B. Lumber Liquidators’ Laminated Wood Flooring Products.**

19 22. Defendant supervises and/or controls the manufacturing and packaging of
20 laminated wood flooring products in China that Defendant then distributes, markets, and/or sells
21 in Washington. Those laminated wood flooring products contain formaldehyde and emit
22 formaldehyde gas at levels that exceed, and sometimes grossly exceed, the CARB limit. Those
23 laminated wood flooring products include the following:
24

- 25 a. 8 mm Dream Home Nirvana Royal Mahogany Laminated Flooring;
26 b. 8 mm Dream Home Nirvana French Oak Laminated Flooring;

- 1 c. 12 mm Dream Home Ispiri Poplar Forest Oak Laminate Flooring;
- 2 d. 12 mm Dream Home Kensington Manor Antique Bamboo Laminate
- 3 Flooring;
- 4 e. 12 mm Dream Home St. James Oceanside Plank Laminate Flooring;
- 5 f. 12 mm Dream Home Kensington Manor Warm Springs Chestnut
- 6 Laminate Flooring;
- 7 g. 15 mm Dream Home St. James Sky Lakes Pine Laminate Flooring;
- 8 h. 12 mm Dream Home Kensington Manor Imperial Teak Laminate
- 9 Flooring;
- 10 i. 12 mm Dream Home St. James Vintner's Reserve Laminate Flooring;
- 11 j. 12 mm Dream Home Kensington Manor Cape Doctor Laminate
- 12 Flooring;
- 13 k. 12 mm Dream Home St. James Golden Acacia Laminate Flooring;
- 14 l. 12 mm Dream Home Kensington Manor Sandy Hills Hickory Laminate
- 15 Flooring;
- 16 m. 12 mm Dream Home Kensington Manor Tanzanian Wenge Laminate
- 17 Flooring;
- 18 n. 12 mm Dream Home Ispiri America's Mission Olive Laminate Flooring;
- 19 o. 12 mm Dream Home Kensington Manor Golden Teak Laminate
- 20 Flooring;
- 21 p. 12 mm Dream Home Kensington Manor Summer Retreat Teak Laminate
- 22 Flooring;
- 23 q. 12 mm Dream Home Kensington Manor Glacier Peak Poplar Laminate
- 24 Flooring;
- 25 r. 12 mm Dream Home St. James Brazilian Koa Laminate Flooring;
- 26 s. 12 mm Dream Home St. James Blacksburg Barn Board Laminate
- 27

1 Flooring;

- 2 t. 12 mm Dream Home St. James Nantucket Beech Laminate Flooring;
- 3 u. 12 mm Dream Home St. James Cumberland Mountain Oak Laminate;
- 4 v. 12 mm Dream Home St. James African Mahogany Laminate Flooring;
- 5 w. 12 mm Dream Home Kensington Manor Fumed African Ironwood
- 6 Laminate Flooring; and
- 7 x. 12mm Dream Home St. James Elk River Redwood Laminate Flooring
- 8 (the product purchased by Plaintiff Kleinsasser).

9 23. CARB regulations apply to all of these flooring products.

10 24. On information and belief, each of the Lumber Liquidators' laminate wood

11 flooring products listed in paragraph 23 above are manufactured in China using a common

12 formula, design or process.

13 25. On information and belief, each of the Lumber Liquidators' laminate wood

14 flooring products listed in paragraph 23 above emit formaldehyde gas at levels that exceed the

15 CARB limit.

16 **V. LUMBER LIQUIDATORS MISREPRESENTS THAT ITS LAMINATE WOOD**

17 **FLOORING PRODUCTS MEET CARB STANDARDS**

18 26. Despite its laminate wood flooring products containing formaldehyde levels that

19 exceed CARB standards, Defendant misrepresents to consumers on their website, product

20 packaging, and warranties that their laminate wood flooring products meet the CARB standards

21 for formaldehyde emissions.

22 27. Lumber Liquidators' website leads consumers to believe that the company's

23 laminate wood flooring products comply with the CARB formaldehyde standards when they do

24 not. The website states as follows:

25 Is Lumber Liquidators Compliant with the California law?

26 Laminate and engineered flooring products sold by Lumber

27 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

1 the certification by the Third Party Certifier includes the
2 confirmation that the manufacturer has implemented the quality
3 systems, process controls, and testing procedures outlined by
4 CARB and that their products conform to the specified regulation
5 limits. The Third Party Certifier also provides ongoing oversight
6 to validate the manufacturers' compliance and manufacturers
7 must be periodically re-certified.

8 Does CARB only apply to California?

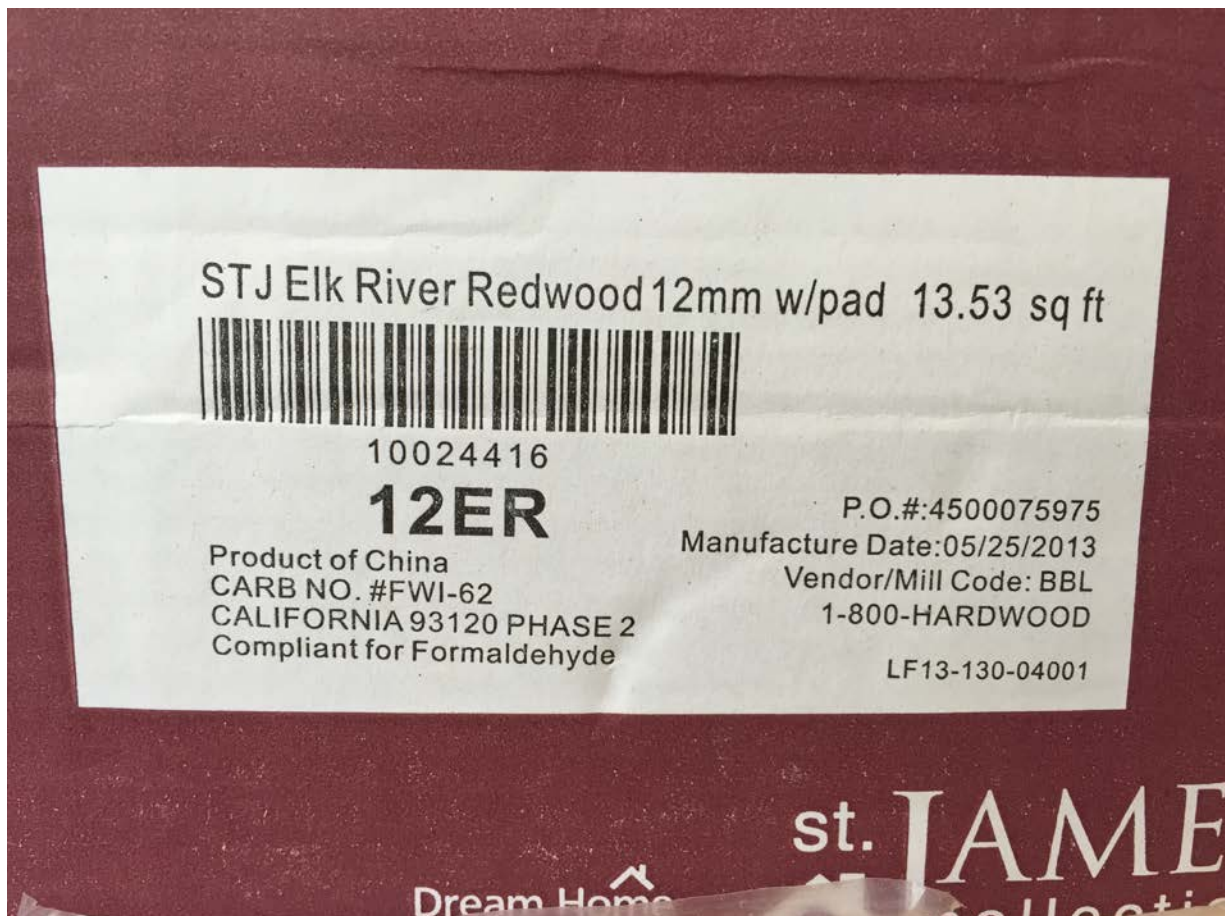
9 Though it currently applies only to products sold in California,
10 Lumber Liquidators made a decision to require all of our vendors
11 to comply with the California Air Resources Board regulations
12 regardless of whether we intended to sell the products in
13 California or any other state/country.

14 What extra steps does Lumber Liquidators take to ensure
15 compliance?

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

21 What are the California Air Resource Board Regulations?,
22 [lumberliquidators.com,](http://www.lumberliquidators.com/l/flooring/ca-air-resources-board-regulations?Wt.ad=GLOBAL_FOOTER_CaliRegCARB)
23 [http://www.lumberliquidators.com/l/flooring/ca-air-resources-](http://www.lumberliquidators.com/l/flooring/ca-air-resources-board-regulations?Wt.ad=GLOBAL_FOOTER_CaliRegCARB)
24 [board-regulations?Wt.ad=GLOBAL_FOOTER_CaliRegCARB](http://www.lumberliquidators.com/l/flooring/ca-air-resources-board-regulations?Wt.ad=GLOBAL_FOOTER_CaliRegCARB)
25 (last visited on March 4, 2015).

26 28. In addition, the product packaging for Lumber Liquidators' laminate wood
27 flooring states: "CARB . . . Phase 2 Compliant Formaldehyde." On information and belief,
this statement is presented on all Lumber Liquidators' laminate flooring product packaging
regardless of whether the flooring inside the packaging complies with the CARB standards.
The label pictured below appeared on Plaintiff Kleinsasser's laminate flooring.



29. Lumber Liquidators' purchase orders come with a warranty stating that the customer's purchased flooring products comply "with all applicable laws, codes and regulations," and "bear all warnings, labels, and markings required by applicable laws and regulations." Purchase Order Terms and Conditions, [lumberliquidators.com](http://www.lumberliquidators.com), <http://www.lumberliquidators.com//ll/customer-care/potc800201> (last visited on March 4, 2015).

30. Lumber Liquidators website guarantees the "highest quality" flooring, and states:

"We inspect your flooring at every stage: before it's finished, during production, and as it's shipped. ... **to ensure you get only the best.**"

Highest Quality Flooring. GUARANTEED., [lumberliquidators.com](http://www.lumberliquidators.com), <http://www.lumberliquidators.com//ll/flooring/quality?WT.ad=G>

1 LOBAL FOOTER Quality (last visited on March 4, 2015)
2 (emphasis in original).

3 31. Instead of warning consumers about formaldehyde emissions from its laminate
4 wood flooring products, Lumber Liquidators' website states that it has Third Party Certifiers
5 approve its flooring products to meet CARB standards.

6 To comply with the CARB standards, applicable laminate and
7 engineered flooring and accessories sold by Lumber Liquidators
8 are purchased from manufacturers whose production methods
9 have been certified by a Third Party Certifier approved by the
10 State of California to meet the CARB standards; or from
11 suppliers who source composite wood raw materials only from
12 certified manufacturers. The scope of the certification by the
13 Third Party Certifier includes the confirmation that the
14 manufacturer has implemented the quality systems, process
15 controls, and testing procedures outlined by CARB and that their
16 composite wood products conform to the specified emission
17 limits. The Third Party Certifier also provides ongoing oversight
18 to validate the manufacturers' compliance and manufacturers
19 must be periodically re-certified. Health and Safety
20 Lumberliquidators.com,
21 [http://www.lumberliquidators.com/sustainability/health-and-
22 safety/](http://www.lumberliquidators.com/sustainability/health-and-safety/) (last visited on March 4, 2015.)

23 32. Lumber Liquidators materially misrepresents the safety of its laminate wood
24 flooring products by advertising its flooring products as compliant with the CARB limit when
25 in fact they are not.

26 33. Lumber Liquidators makes the material omission of failing to tell consumers
27 that they are buying laminate wood flooring products with levels of formaldehyde that exceed
28 CARB limits.

29 34. These laminate wood flooring products have been sold by Defendant for use in
30 Washington for over four years.

31 35. Defendant continues to distribute and sell its laminate wood flooring products to
32 customers in Washington with the representation that they are CARB compliant, even though
33 they are not.

1 **VI. LUMBER LIQUIDATORS KNOWINGLY MISREPRESENTS THE**
2 **SAFETY**
3 **OF ITS LAMINATE WOOD FLOORING PRODUCTS**

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

8 37. At the same time that Defendant is representing in its public statements to
9 consumers that the laminate wood products it sells are sourced from mills whose production
10 methods are CARB compliant and that the products conform to CARB's specified
11 formaldehyde emission limits, Defendant has acknowledged in statements made to the
12 Securities and Exchange Commission that, "While our suppliers agree to operate in compliance
13 with applicable laws and regulations, including those relating to environmental and labor
14 practices, we do not control our suppliers. Accordingly, we cannot guarantee that they comply
15 with such laws and regulations or operate in a legal, ethical and responsible manner. Violation
16 of environmental, labor or other laws by our suppliers or their failure to operate in a legal,
17 ethical and responsible manner, could . . . expose us to legal risks as a result of our purchase of
18 product from non-compliant suppliers." Lumber Liquidators February 25, 2015 10-K to the
19 United States Securities and Exchange Commission at p. 14,

20 <http://investors.lumberliquidators.com/index.php?o=25&s=127> (last visited on March 4, 2015).
21 In the same SEC filing, however, Lumber Liquidators admits that it oversees quality control in
22 its Chinese mills: "We are able to set demanding specifications for product quality and our
23 own quality control and assurance teams are on-site at the mills, coordinating inspection and
24 assurance procedures." Lumber Liquidators February 19, 2014 10-K to the United States
25 Securities and Exchange Commission at p. 5. Despite its stated concern that its suppliers might
26 not comply with environmental regulations, Defendant has failed to sufficiently exercise its
27 acknowledged quality control over those suppliers to ensure that they comply with CARB

1 standards. Defendant continues to sell laminate wood flooring products to Washington
2 consumers that Defendant obtains from those suppliers.

3 38. On June 20, 2013, *Seeking Alpha*, a news website with millions of viewers,
4 published a lengthy article documenting high formaldehyde levels in Chinese-made laminate
5 flooring sold by Lumber Liquidators. The author of the article, Xuhua Zhou, retained a
6 certified laboratory to test three samples of Chinese-made laminate flooring sold by Lumber
7 Liquidators. Zhou's article states, "The tested product, Mayflower 5/16" x 5" Bund Birch
8 Engineered, emits a staggering three and half times over the government mandated maximum
9 emission level. The product is clearly not CARB compliant yet Lumber Liquidators tagged
10 CARB compliance on the box." Xuhua Zhou, *Illegal Products Could Spell Big Trouble At*
11 *Lumber Liquidators*, Seeking Alpha (June 20, 2013, 2:33 PM ET),
12 [http://seekingalpha.com/article/1513142-illegal-products-could-spell-big-trouble-at-lumber-](http://seekingalpha.com/article/1513142-illegal-products-could-spell-big-trouble-at-lumber-liquidators)
13 [liquidators](http://seekingalpha.com/article/1513142-illegal-products-could-spell-big-trouble-at-lumber-liquidators) (last visited on March 4, 2015).

14 39. On information and belief, high formaldehyde content resins and glues are less
15 expensive and dry more quickly than low formaldehyde glues and resins. By using high
16 formaldehyde content resins and glues rather than low formaldehyde content resins and glues,
17 Lumber Liquidators' Chinese manufacturers are able to produce laminate wood flooring more
18 quickly and at higher volumes thereby reducing costs and generating greater profits for Lumber
19 Liquidators.

20 40. On or about November 26, 2013, a putative federal securities class action
21 lawsuit was filed against Lumber Liquidators in the United States District Court in the Eastern
22 District of Virginia based on drops in the stock price following the *Seeking Alpha* article and its
23 allegations concerning the formaldehyde emissions from Defendant's laminate wood flooring
24 products. *Kiken v. Lumber Liquidators Holdings, Inc., et al.*, 4:2013-cv-00157 (E.D.Va). This
25 case is currently pending.
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1 41. On or about December 3, 2013, another putative class action lawsuit was filed
2 against Lumber Liquidators in the same federal court alleging claims related to illegal
3 formaldehyde emissions from Defendant's laminate wood flooring products. *Williamson v.*
4 *Lumber Liquidators Holdings, Inc.*, 1:13-cv-01487-AJT-TCB (E.D.Va.). Although the case
5 was voluntarily dismissed due to a technicality, Lumber Liquidators was made aware during
6 the pendency of that lawsuit of complaints and allegations that its laminate wood flooring
7 products from China emit formaldehyde gas at levels that violate the CARB limit.

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

11 We spent thousands of dollars and went with the LL
12 recommended professional installer... the product we were sold
13 was supposedly Made in the USA--nope, China. One of my
14 children cannot walk barefoot on the floor because he will blister
15 from the formaldehyde content. We saved for years for this floor,
16 it will need to be replaced. Please RUN to another dealer. This
17 company does not care about the customer one bit. This has been
18 a devastating blow to our family. Consumer Complaints &
19 Reviews,
20 [http://www.Consumeraffairs.com/homeowners/lumber_liquidator](http://www.Consumeraffairs.com/homeowners/lumber_liquidators.html)
21 [s.html](http://www.Consumeraffairs.com/homeowners/lumber_liquidators.html) on March 4, 2015.)

18 43. On March 1, 2015, the nationally televised CBS new program *60 Minutes* aired
19 a 15 minutes report on Lumber Liquidators' laminate flooring, and reported the same test
20 results described above that drastically exceed CARB standards for formaldehyde emission.

21 *See Lumber Liquidators Linked to Health and Safety Violations*, 60 Minutes, CBS News
22 <http://www.cbsnews.com/news/lumber-liquidators-linked-to-health-and-safety-violations/>
23 (transcript of segment) (last visited March 9, 2015).

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

5
6 Recently some questions have been raised about our laminate
7 products. Let me make one thing very clear—our laminate
8 products, all of our products, are 100% safe.

9
10 These attacks are driven by a small group of short-selling
11 investors who are working together for the sole purpose of
12 making money by lowering our stock price. They are using any
13 means to try and scare our customers with inaccurate allegations.
14 Their motives and methods are wrong and we will fight these
15 false attacks on all fronts.

16 ...

17 All of us at Lumber Liquidators personally stand by every single
18 plank of wood and laminate we sell around the country, and we
19 will continue to deliver the best quality products at the best price
20 to you.

21 Tom Sullivan,
22 Founder & Chairman
23 Lumber Liquidators, Inc.

24 *60 Minutes Letter from Tom*, LumberLiquidators.com,

25 <http://www.lumberliquidators.com/sustainability/60-minutes-letter-from-tom> (last visited

26 March 9, 2015). At no time has Mr. Sullivan or any representative for Lumber Liquidators
27 admitted that its laminate flooring fails to comply with CARB formaldehyde emission
standards.

45. In the wake of the *60 Minutes* report and other reports exposing the
formaldehyde emission levels in Lumber Liquidators' laminate flooring, Lumber Liquidators

1 did not remove its defective laminate flooring from stores or issue any voluntary recall or
2 warning, but instead placed numerous of its faulty flooring brands on sale at deep discounts on
3 its website. A true and correct image of Lumber Liquidators website showing the defective
4 laminate flooring on sale is attached as Exhibit A.

5 46. Based on these lawsuits, articles, and blog posts, Defendant knew or should
6 have known that its laminate wood flooring products were not compliant with CARB
7 standards. Despite this knowledge, Defendant failed to reformulate its flooring products so
8 that they are CARB compliant or to disclose to consumers that these products emit levels of
9 formaldehyde above CARB limits. Instead, Defendant has sold and continues to sell laminate
10 wood flooring products in Washington that exceed the CARB limit and it continues to fail to
11 disclose that these products are not CARB compliant.
12

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14 **VII. FACTS RELATING TO NAMED PLAINTIFF**

15 47. In August 2014, Plaintiff Mary Kleinsasser purchased 12 mm Dream Home St.
16 James Elk River Redwood Laminate Flooring at a Lumber Liquidators store located in
17 Tukwila, Washington. On information and belief, the flooring was produced at the laminate
18 mill in China called Beier.

19 48. At the time that Plaintiff Kleinsasser purchased this laminate wood flooring,
20 Lumber Liquidators failed to inform her that its Chinese-made laminate wood flooring products
21 actually exceed the CARB formaldehyde emission limit and that formaldehyde is a chemical
22 known to the State of California to cause cancer.

23 49. Plaintiff Kleinsasser would not have purchased this flooring if she knew it
24 emitted levels of formaldehyde that the State of California considers unsafe.
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VIII. STATUTES OF LIMITATIONS

1
2 50. **Fraudulent Concealment Tolling** Upon information and belief, Lumber
3 Liquidators has known that its models of laminate flooring do not meet California's CARB
4 emission standards for formaldehyde since at least January 1, 2009, if not earlier, and has
5 concealed from and failed to notify Plaintiff, Class Members, and the public of the true
6 formaldehyde emission levels from its laminate flooring. Any applicable statutes of limitation
7 have been tolled by Lumber Liquidators' knowing, active, ongoing concealment and denial of
8 the facts alleged herein. Plaintiff and the Class have been kept ignorant by Lumber Liquidators
9 of vital information essential to the pursuit of these claims, without any fault or lack of
10 diligence on their part. Plaintiff and members of the Class could not reasonably have
11 discovered that Lumber Liquidators' laminate flooring uniformly fails to comply with
12 California's CARB emission standards for formaldehyde.

13 51. **Discovery Rule** The causes of action alleged herein did not accrue until
14 Plaintiffs and Class Members discovered their laminate flooring from Lumber Liquidators
15 failed to comply with California's CARB standards for formaldehyde emissions. However,
16 Plaintiff and Class Members had no realistic ability to discern the Lumber Liquidators laminate
17 flooring they purchase was defective until—at the earliest—independent testing verified that
18 such flooring did not comply with CARB standards for formaldehyde. Not only did Lumber
19 Liquidators fail to notify Plaintiff or Class Members about its laminate flooring non-
20 compliance with the CARB limit, Lumber Liquidators denied and continues to deny that its
21 laminate flooring fails to comply with the CARB limit. This Plaintiff and Class Members were
22 not reasonably able to discover the laminate flooring's non-compliance until after they had
23 purchased the laminate flooring, despite their exercise of due diligence, and their causes of
24 action did not accrue until they discovered that their laminate flooring emitted formaldehyde at
25 levels greater than the CARB limit.

26
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VIII. CLASS ACTION ALLEGATIONS

1
2 52. Plaintiff brings this lawsuit as a class action on behalf of herself and all other
3 Washington residents similarly situated as members of a proposed plaintiff class pursuant to
4 CR 23(a) and (b)(3). This action satisfies the numerosity, commonality, typicality, adequacy,
5 predominance, and superiority requirements of those provisions.

6 53. The Class that Plaintiff seeks to represent is defined as follows:

7 All persons in Washington who purchased from Defendant one or
8 more Chinese-made laminate wood flooring products, advertised
9 as CARB compliant, from January 1, 2009 through the date of
10 judgment.

11 54. Excluded from the Class and Subclass are (1) Lumber Liquidators, any entity in
12 which Lumber Liquidators has a controlling interest, and its legal representatives, officers,
13 directors, employees, assigns and successors; (2) the judge to whom this case is assigned and
14 any member of the judge's immediate family; (3) persons or entities who distribute or resell
15 Lumber Liquidators' laminate flooring, and (4) claims for personal injury, wrongful death
16 and/or emotional distress.

Numerosity of Class and Ascertainability of the Class

17 55. Plaintiff is a representative of all other consumers who have purchased laminate
18 wood flooring products from Defendant in Washington that Defendant failed to disclose
19 emitted levels of formaldehyde that exceed CARB limits, and are acting on behalf of those
20 consumers' interests. The similarly situated consumers are readily identifiable through
21 Defendant's own business records, including but not limited to customer receipts or invoices
22 for Defendant's flooring products.

23 56. The potential members of the class as defined are so numerous that joinder of all
24 Class Members is impracticable. Although the precise number of such consumers is unknown,
25 Plaintiff believes that there are thousands of class members.
26
27

1
2 **Typicality**

3 57. Plaintiff purchased Defendant’s laminate wood flooring products in Washington
4 after January 1, 2009 and before the date of judgment in this action (“the Class Period”). Each
5 such product purchased by Plaintiff was labeled as compliant with the CARB standards, but
6 was not.

7 58. During the Class Period, Class Members purchased laminate wood flooring
8 products from Defendant that it Defendant failed to disclose emitted levels of formaldehyde
9 that exceed CARB limits.

10 59. The claims of Plaintiff are typical of the claims of the Class she seeks to
11 represent. Plaintiff and Class Members have purchased laminate wood flooring products from
12 Lumber Liquidators that emit formaldehyde gas at levels that exceed the CARB limit, and
13 Lumber Liquidators failed to disclose that fact.

14 60. The claims of the representative Plaintiff are typical of the claims of the Class,
15 in that the representative Plaintiff, like all members of the Class, owns Lumber Liquidators’
16 laminate flooring that was labeled, marketed, and sold as CARB compliant when it was not and
17 is not. The factual bases of Lumber Liquidators’ misconduct are common to all Class Members
18 and represent a common thread of misconduct resulting in injury to all members of the Class.

19 61. Plaintiff and all Class Members have suffered damages, including the cost of their
20 flooring purchases resulting from Lumber Liquidators’ wrongful conduct, and the cost of
21 installation and removal of the unlawfully sold flooring products.

22 **Predominance of Common Questions of Fact and Law**

23 62. There are questions of law and fact common to the class that predominate over
24
25
26
27

1 any questions affecting only individual members of the class, including without limitation,
2 whether, as alleged herein, (a) Lumber Liquidators' laminate wood flooring products sold in
3 Washington exceed the CARB limit; (b) Lumber Liquidators' failed to disclose material
4 information regarding the emission levels of formaldehyde in excess of CARB limits from its
5 laminate wood flooring products; (c) Lumber Liquidators' omissions about its wood flooring
6 products' compliance with the CARB limit have a capacity to deceive the public; (d) Lumber
7 Liquidators' omissions about its wood flooring products' compliance with the CARB limit
8 constitute unfair or deceptive business practices under the Washington Consumer Protection
9 Act; (e) monetary relief can be calculated based on Lumber Liquidators' sales figures and an
10 average retail price for the product; and (f) Lumber Liquidators' representations that its
11 laminate wood flooring products comply with the CARB levels constitute a breach of express
12 warranty. Resolution of these questions, which are common to all class members, will generate
13 common answers that are likely to drive the resolution of this action.
14

15 **Adequacy of Representation**

16
17 63. The Named Plaintiff Mary Kleinsasser, will fairly and adequately represent and
18 protect the interests of the Class Members. The interests of Plaintiff and Plaintiff's counsel are
19 not in conflict with those of the Class Members. Plaintiff and Plaintiff's counsel will prosecute
20 this action vigorously on behalf of the Class Members. Plaintiff's counsel are competent and
21 experienced in litigating large class actions, environmental actions and other complex litigation
22 matters.
23

24 **Superiority of Class Action**

25 64. Absent class treatment, Plaintiff and members of the Class will continue to
26 suffer harm and damages as a result of Lumber Liquidators' unlawful and wrongful conduct.
27

1 reasonably relied upon Defendant's statements in purchasing Defendant's laminate wood
2 flooring products.

3 70. As a direct result of Defendant's unfair or deceptive acts or practices, Plaintiff
4 and Class Members suffered injury in fact and lost money or property.

5 71. Plaintiff is informed and believes that Lumber Liquidators engaged in the same
6 or similar unfair or deceptive acts or practices against the Class Members described herein and
7 that Lumber Liquidators' conduct caused harm to the Class Members.

8 72. Accordingly, Plaintiff, on behalf of herself and all others similarly situated, seek
9 damages.

10 **SECOND CAUSE OF ACTION**

11 **Breach of Express Warranty**

12 73. Plaintiff re-alleges and incorporates all paragraphs above as though fully set
13 forth herein.

14 74. Throughout the Class Period, Lumber Liquidators has expressly warranted that
15 its laminate wood flooring products comply with CARB formaldehyde standards and all other
16 applicable laws and regulations.

17 75. Defendant's express warranty that its laminate wood flooring products comply
18 with the CARB standards appears on every package of laminate wood flooring Defendant sells
19 or has sold in Washington, including those sold to Plaintiff and all Class Members. This
20 express warranty also appears on Defendant's website, and product invoices and instruction
21 materials.

22 76. Lumber Liquidators' warranties became part of the basis of the bargain in
23 selling laminate wood flooring products to Plaintiff and Class Members.

24 77. Lumber Liquidators breached these express warranties by selling, and/or
25 distributing the laminate wood flooring products, which fail to comply with the CARB
26 standards.

1 78. Plaintiff and members of the Class paid money for the laminate wood flooring
2 and paid to have the flooring installed in their homes, work, and other spaces. However,
3 Plaintiff and the members of the Class did not obtain the full value of the advertised products.
4 If Plaintiff and other members of the Class had known the true nature of the flooring products,
5 that they emitted unlawful levels of a cancer-causing chemical, they would not have purchased
6 the laminate wood flooring products.

7 79. As a result of this breach, Plaintiff and the members of the Class suffered injury
8 and deserve to be compensated for the damages they suffered.

9 80. Plaintiff and the Class are therefore entitled to recover compensatory damages,
10 and other relief as specifically prayed for herein.

11 WHEREFORE, Plaintiff, on behalf of herself and all Class Members, seek the
12 following relief against Defendant:

13 A. An order certifying this action as a class action under Federal Rule of Civil
14 Procedure 23, and defining the Class as requested herein;

15 B. Damages in an amount according to proof, including actual, compensatory, and
16 consequential damages incurred by Plaintiff and Class Members for the purchase, installation,
17 and removal of Defendant's laminate wood flooring products pursuant to the First and Second
18 Causes of Action;

19 C. Exemplary damages under the Washington Consumer Protection Act in an
20 amount according to proof,

21 D. Pre- and post-judgment interest on monetary damages and restitution;

22 E. An award to Plaintiff and Class Members of reasonable attorneys' fees and
23 costs, , to be paid by Defendant;

24 F. Leave to amend the complaint to conform to evidence produced at trial; and,

25 G. An award of such other and further relief as this Court may deem appropriate.
26
27

1
2 **DEMAND FOR JURY TRIAL**

3 Plaintiff hereby demands trial by jury to the extent authorized by law.

4 DATED this 12th day of March, 2015.

5 **TOUSLEY BRAIN STEPHENS PLLC**

6
7 By: s/ Kim D. Stephens

8 By: s/ Jason T. Dennett

9 Kim D. Stephens, WSBA #11984

10 Jason T. Dennett, WSBA #30686

11 1700 Seventh Avenue, Suite 2200

12 Seattle, Washington 98101

13 Telephone: (206) 682-5600

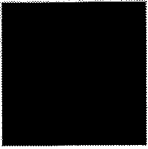
14 Facsimile: (206) 682-2992

15 E-mail: kstephens@tousley.com


16 jdennett@tousley.com

17 *Counsel for Plaintiff and all similarly situated*
18 *persons and entities*


Exhibit A



Morning Star
7/16" x 3-3/4" Qing
Viper Strand Bamboo
 10032976
Comparable Price
\$4.99/SFT
As Low As \$2.69/SFT

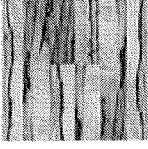


Morning Star Click
1/2" x 5" Antique Click
Strand Bamboo
 10024089
Comparable Price
\$4.99/SFT
As Low As \$2.99/SFT




BELLAWOOD
Bamboo
9/16" x 5-1/8" Caramel
Ultra-Strand Bamboo
 10036896
Comparable Price
\$6.99/SFT
As Low As \$4.99/SFT

Laminate and Vinyl Wood Plank Flooring




Major Brand
6mm Baltic Basswood
 10037350
Comparable Price
\$0.99/SFT
As Low As \$0.49/SFT




Dream Home - Nirvana
PLUS
10mm+pad Hot
Springs Hickory
Laminate
 10023428
Comparable Price
\$2.49/SFT
As Low As \$1.29/SFT



Tranquility
4mm Pioneer Park
Sycamore Click
Resilient Vinyl
 10024475
Comparable Price
\$2.99/SFT
As Low As \$1.89/SFT




Major Brand
7mm Sadlers Creek
Oak
 10036274
Comparable Price
\$0.89/SFT
As Low As \$0.59/SFT




Dream Home - Nirvana
PLUS
10mm+pad Delaware
Bay Driftwood
 10029700
Comparable Price
\$2.49/SFT
As Low As \$1.49/SFT



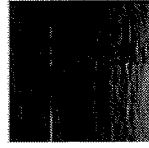
Dream Home -
Kensington Manor
12mm+pad Sandy Hills
Hickory Laminate
 10026751
Comparable Price
\$3.49/SFT
As Low As \$1.99/SFT



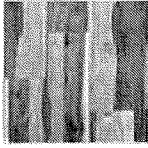
Tranquility
1.5mm North Perry
Pine Resilient Vinyl
Flooring
 10024499
Comparable Price
\$1.69/SFT
As Low As \$0.69/SFT




Dream Home - St.
James
12mm+pad African
Mahogany Laminate
 10023934
Comparable Price
\$3.49/SFT
As Low As \$1.59/SFT




Dream Home -
Kensington Manor
12mm+pad Warm
Springs Chestnut
Laminate
 10024384
Comparable Price
\$3.49/SFT
As Low As \$1.99/SFT



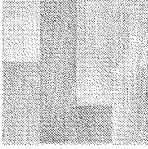
Tranquility
2mm Mount Craig
Cherry Resilient Vinyl
Flooring
 10024491
Comparable Price
\$1.79/SFT
As Low As \$0.79/SFT



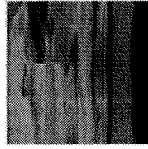
Dream Home - St.
James
12mm+pad Blacksburg
Barn Board Laminate
 10023939
Comparable Price
\$3.49/SFT
As Low As \$1.59/SFT



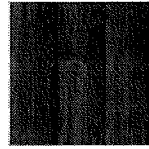
Dream Home - St.
James
12mm+pad Chimney
Rock Charcoal
Laminate
 10023950
Comparable Price
\$3.49/SFT
As Low As \$1.99/SFT



Major Brand
10mm Anderson Maple
Laminate
 10027741
Comparable Price
\$2.39/SFT
As Low As \$0.89/SFT



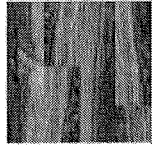
Dream Home - St.
James
12mm+pad Brazilian
Koa Laminate
 10023946
Comparable Price
\$3.49/SFT



Dream Home - St.
James
12mm+pad Meades
Ranch Weathered
Wood
 10024135



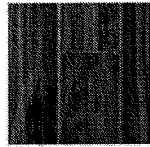
Major Brand
12mm Santo Andre
Brazilian Cherry
Laminate
 10023829
Comparable Price
\$2.49/SFT
As Low As \$0.99/SFT



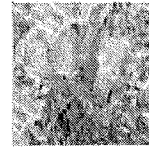
Dream Home - Nirvana
PLUS
10mm+pad Three
Forks Elm Laminate
 10030095
Comparable Price
\$2.49/SFT
As Low As \$1.09/SFT



As Low As \$1.59/SFT
Dream Home - St.
James
12mm+pad Vintner's
Reserve Laminate
 10036642
Comparable Price
\$3.49/SFT
As Low As \$1.79/SFT



Dream Home -
Kensington Manor
12mm+pad Summer
Retreat Teak
Handscraped Laminate
 10029600
Comparable Price
\$3.49/SFT
As Low As \$1.79/SFT

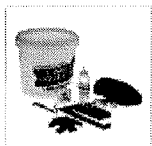


Comparable Price
\$3.49/SFT
As Low As \$1.99/SFT
Tranquility
5mm Venetian Cream
Click Resilient Vinyl
 10023700
Comparable Price
\$3.29/SFT
As Low As \$2.09/SFT



Tranquility
5mm Rustic Acacia
Click Resilient Vinyl
 10037196
Comparable Price
\$3.29/SFT
As Low As \$2.19/SFT

Flooring Tools and Accessories



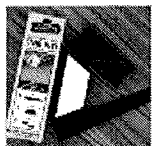
DIY Installation Starter
Kit Bucket
 10033580
Our Low Price
\$13.95/EA



Flooring Cutter
Laminate
 10024977
Comparable Price
\$99.99/EA
Our Low Price
\$47.95/EA



Norge
10" Sliding Miter with
Laser Power Saw
 10024615
Comparable Price
\$149.99/EA
Our Low Price
\$119.99/EA



Dream Home
Laminate Installation
Kit
 10012218
Comparable Price
\$24.99/EA
Our Low Price
\$15.00/EA



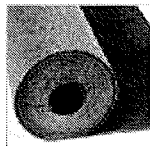
Norge
Li-ON Drill/Multi-Tool
Kit
 10023359
Comparable Price
\$129.99/EA
Our Low Price
\$49.95/EA



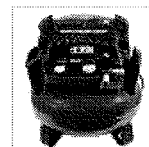
Norge
15-1/2ga. 2-in-1 Floor
Nailer
 10029639
Comparable Price
\$199.99/EA
Our Low Price
\$149.99/EA



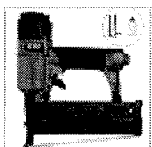
Norge
1.1A Palm Sander
 10024624
Comparable Price
\$26.99/EA
Our Low Price
\$16.95/EA



BELLAWOOD
Premium
Underlayment 100 Sq
Ft
 10023615
Comparable Price
\$134.99/EA
Our Low Price
\$89.99/EA



Norge
Air Compressor 6
Gallon Pancake
 10027726
Comparable Price
\$199.99/EA
Our Low Price
\$149.99/EA



Norge
2-in-1 18ga. Air
Nailer/Stapler
 10024606
Comparable Price
\$39.99/EA
Our Low Price
\$29.99/EA



Norge
3-in-1 Air Nailer
 10024599
Comparable Price
\$199.99/EA
Our Low Price



Williamsburg Butcher
Block Co.
1-1/2" x 25" x 8'
Builder Oak
Countertop
 10037933

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

MARY KLEINSASSER, on her own behalf and on behalf of all others similarly situated,

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

(c) Attorneys (Firm Name, Address, and Telephone Number) TOUSLEY BRAIN STEPHENS PLLC, 1700 7th Avenue, Suite 2200, Seattle, WA 98101 (206) 682-5600

DEFENDANTS

LUMBER LIQUIDATORS, INC., a Delaware corporation, and LUMBER LIQUIDATORS HOLDINGS, INC., a Delaware corporation,

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

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

Attorneys (If Known)

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

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

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

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

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

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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, 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): U.S.C. §1332. Brief description of cause: Breach of Warranty; Consumer Protection Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 03/12/2015 SIGNATURE OF ATTORNEY OF RECORD s/ Kim D. Stephens

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

Date and Attorney Signature. Date and sign the civil cover sheet.

Civil Action No. _____

PROOF OF SERVICE

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

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

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

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

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

I returned the summons unexecuted because _____; or

Other *(specify)*: _____.

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

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

UNITED STATES DISTRICT COURT

for the

Western District of Washington

MARY KLEINSASSER, on her own behalf and on behalf of others similarly situated,

Plaintiff(s)

v.

LUMBER LIQUIDATORS, INC., a Delaware corporation, and LUMBER LIQUIDATORS HOLDINGS, INC. a Delaware corporation,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Lumber Liquidators Holdings, Inc.

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Kim D. Stephens, WSBA #11984 Jason T. Dennett, WSBA #30686 1700 Seventh Avenue, Suite 2200 Seattle, Washington 98101

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

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

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

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

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: