

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**NANCY EDER, on behalf of herself
and all similarly-situated individuals,**

Plaintiff,

v.

Case No.:

US FLOORS, INC.,

Defendant.

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, NANCY EDER, by and through her attorneys, and on behalf of herself, the Putative Classes set forth below, and in the public interest, brings the following Class Action Complaint as of right against US FLOORS, INC. ("Defendant").

SUPPORTING FACTS AND ALLEGATIONS

1. This is a putative class action brought by Plaintiff on behalf of herself and a class of similarly situated persons or entities, as more fully defined below, against the Defendant, U.S. Floors, Inc., for damages, as well as injunctive and equitable relief, arising from and relating to the purchase and installation of Defendant's wood flooring material manufactured, sourced and/or imported from China ("Chinese Flooring").

The Parties

2. According to its website, Defendant "is the leading importer/producer of sustainable, eco-friendly floors including cork, bamboo, FSC®-Certified hardwood, and other Unique and Sustainable Floors....In fact, US Floors is the only supplier of cork and bamboo

flooring with manufacturing facilities operating in the United States.”¹ However, despite its website information to the contrary, Defendant also routinely imports, falsely advertises, and then sells poisonous imported flooring from China to unwitting consumers, like Plaintiff and the Class Members here.

3. This action arises out of Defendant’s scheme to import into the United States, and to falsely warrant, advertise and sell Chinese Flooring that fails to comply with relevant and applicable formaldehyde standards and breaches express and implied warranties.

4. Defendant manufactured, imported into the United States, and falsely warranted, advertised and sold Chinese Flooring which emits and off-gasses excessive levels of formaldehyde, which is categorized as a known human carcinogen by both the United States National Toxicology Program and the International Agency for Research on Cancer.

5. In particular, in contravention of its direct representations that its product complies with strict formaldehyde standards on product labels, website² and elsewhere, the toxic formaldehyde emissions from the Company’s Chinese Flooring are in fact multiple times the maximum permissible limits set by those standards at the time of purchase.

6. Defendant’s illegal behavior with respect to its manufacturing, marketing, and sale of Chinese Flooring has caused Plaintiff and the other Class Members to suffer direct financial harm. Plaintiff’s purchases, by failing to comply with the plain warranties of the Chinese Flooring, are markedly less valuable because of elevated levels of formaldehyde. In fact, Plaintiff never would have purchased the Chinese Flooring *but for* Defendant’s deceptive and false advertising.

7. Defendant’s misconduct has also caused serious damage to other property in

¹ <http://www.usfloorsllc.com/about-usf/>

² <http://www.usfloorsllc.com/about-usf/>

the homes of Plaintiff and other Class Members

8. Plaintiff purchased U.S. Floors flooring from “At Home Floors,” a carpet and flooring store located in St. Petersburg, Florida, in late 2011.

9. For several years thereafter Plaintiff and her family members were unknowingly experiencing symptoms consistent with formaldehyde exposure, including extreme thirst, irritated eyes, nose and throat, as well as headaches, fatigue, and dizziness.

10. Plaintiff was unaware of the cause of her symptoms until she saw an episode of “60 Minutes” on television in approximately March of 2015 discussing the fact that another national flooring company, Lumber Liquidators, had been caught selling Chinese-made laminate flooring contains amounts of toxic formaldehyde that violated health and safety standards, and made people sick.

11. Plaintiff then elected to have her floors tested.

12. The laboratory test results confirmed that Plaintiff’s flooring is not CARB 2 compliant with levels of 540 parts per billion (PPB) per cubic meter by volume report in the chamber test. The levels are five times higher than what they should have been and, as a result, establish that Plaintiff’s flooring contains elevated emissions rates of formaldehyde that are not safe for her, or family.

JURISDICTION and VENUE

13. This Court has jurisdiction over the subject matter of this action pursuant to the Class Action Fairness Act and 28 U.S.C. § 1332(d)(2) in that (i) there is complete diversity; (ii) the aggregate of the amount in controversy exceeds Five Million Dollars (\$5,000,000.00) exclusive of interests and costs, and (iii) there are more than one hundred (40) members of the proposed Class.

14. This Court has jurisdiction over Defendant because it transacts business in the Middle District of Florida, advertise sand markets products in the Middle District of Florida, disseminated the representations and deceptions throughout in the Middle District of Florida, and derives a substantial income from the sale of products in the Middle District of Florida giving rise to personal jurisdiction over Defendant.

15. Venue is proper in this District under 28 U.S.C. § 1391 (a)-(d) because, among other things, Plaintiff resides in this District and substantial parts of the events or omissions giving rise to Plaintiff's claims occurred in this District and/or a substantial part of property that is the subject of the action is situated in this District.

FACTUAL ALLEGATIONS

16. Defendant is one of the largest specialty retailers of hardwood flooring in the United States. Ironically, Defendant prides itself on selling "Green" and environmentally-safe flooring products when, in fact, its products are actually poisonous to its customers.

17. Defendant has a mill in and buys many of its source wood flooring material from China.

18. Contrary to its representations to Plaintiff and the other Class Members, Defendant has knowingly and intentionally sourced, manufactured, sold, and distributed falsely advertised Chinese Flooring that emits excessively high levels of formaldehyde.

19. Defendant manufactured, marketed, labeled and sold, during the Class Period, toxic Chinese Flooring containing Formaldehyde (CH₂O).

20. Formaldehyde is a naturally occurring chemical that can be synthesized and used in certain industrial processes. Formaldehyde is classified as a volatile organic compound ("VOC"), which is a chemical that becomes a gas at room temperature. It is listed as a known

human carcinogen by the National Toxicology Program and the International Agency for Research on Cancer and is associated with myriad other adverse medical conditions even in short term exposure, including asthma and rheumatoid arthritis.

21. According to the U.S. Occupational Safety & Health Administration (“OSHA”): “[t]he concentration of formaldehyde that is immediately dangerous to life and health is 100 ppm. Concentrations above 50 ppm can cause severe pulmonary reactions within minutes. These include pulmonary edema, pneumonia, and bronchial irritation which can result in death. Concentrations above 5 ppm readily cause lower airway irritation characterized by cough, chest tightness and wheezing.”³ Long term exposure has been linked to an increased risk of cancer of the nose and accessory sinuses, nasopharyngeal and oropharyngeal cancer, and lung cancer in humans. The risk of these health problems is significantly greater for children, including Plaintiff’s three-year old daughter.

22. The United States statute that governs permissible formaldehyde emissions, the Formaldehyde Standards for Composite Wood Products Act of 2010, 15 U.S.C. § 2697 (the “Formaldehyde Standards Act”), was signed into law on July 7, 2010. The Formaldehyde Standards Act adopted the standards established by CARB as a nationwide standard.

23. Defendant’s Chinese Flooring is not what it purports to be. The Chinese Flooring contains a dangerous level of formaldehyde gas which exceeds the CARB regulations and the standards promulgated in the Toxic Substance Control Act, 15 U.S.C. § 2601 *et seq.*, and the Formaldehyde Standards Act, 15 U.S.C. § 2697. Thus, it is hazardous to human health.

³ Occupational Safety & Health Administration, Standard 1910.1048 App. C (Medical surveillance – Formaldehyde), https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=standards&p_id=10078

24. The Chinese Flooring Defendant sold to Plaintiff and other customers poses great health risks.

25. Because the Chinese Flooring emits excessive formaldehyde levels, the Chinese Flooring violates the federal, state, and local law, as well as industry standards, CARB standards, and Defendant's express representations and warranties.

26. The defects and deficiencies are due to fundamental design, engineering and manufacturing errors well within Defendant's business.

27. As such, Defendant negligently manufactured, marketed, labeled and sold the Chinese Flooring.

28. Moreover, when selling the Chinese Flooring, Defendant concealed its knowledge of defects in the Chinese Flooring.

29. Further, Defendant's marketing materials for the Chinese Flooring contain false and misleading information relating to compliance and was designed to increase sales of the product.

30. Despite knowing of the defects in the Chinese Flooring, Defendant has not notified all purchasers, homeowners, builders or contractors with the Chinese Flooring of the defect, nor provided uniform relief. To the contrary, as of the date of this filing, Defendant's website continues to maintain that its flooring is safe and meets all-required standards.

31. Plaintiff and the putative Class Members have not received the value for which they bargained when the Chinese Flooring was purchased. There is a substantial difference in value between the Chinese Flooring as warranted and the Chinese Flooring containing toxic levels of formaldehyde.

32. Plaintiff and the putative Class have been damaged by Defendant's dangerous

Chinese Flooring and deceptive acts. Plaintiff and the Class are entitled to a return of the full purchase price paid for the Chinese Flooring and other damages to be proven at trial.

33. Plaintiff brings this putative class action pursuant to Fed. R. Civ. P. 23.

34. The requirements of Fed. R. Civ. P. 23(a), (b)(2), (b)(3) and (c)(4) are met with respect to the class defined below:

NATIONAL CLASS: All persons and entities who purchased and installed wood flooring from Defendant either directly or through an agent, that was sourced, manufactured or processed in China during the applicable statute of limitations.

FLORIDA FDUPTA SUB-CLASS: All members of the Class who were residents of Florida at the time of their purchases during the applicable statute of limitations.

35. *Numerosity:* The Class is composed of thousands of persons geographically dispersed, the joinder of whom in one action is impractical. Moreover, upon information and belief, the Class Members are ascertainable and identifiable from Defendant's records or documents.

36. *Commonality:* Questions of law and fact common to the Class exist as to all members of the Class and predominate over any questions affecting only individual members of the Class.

37. These common legal and factual issues include, but are not limited to, the following:

- a. Whether Defendant's Chinese Flooring products emit excessive levels of formaldehyde;
- b. Whether Defendant represented and warranted that its Chinese Flooring products complied with its label descriptions;
- c. Whether Defendant knew or should have known that its Chinese Flooring did not conform to its label description;
- d. Whether Defendant omitted and concealed material facts from

communications and disclosures to Plaintiff and other Class Members regarding the illegal sourcing of its Chinese Flooring products;

- e. Whether Defendant breached its express or implied warranties to Plaintiff and other Class Members with respect to its Chinese Flooring products;
- f. Whether, as a result of Defendant's conduct, Plaintiff and the other Class Members have suffered damages; and, if so, the appropriate measure of damages to which they are entitled;
- g. Whether, as a result of Defendant's conduct, Defendant was unjustly enriched; and
- h. Whether, as a result of Defendant's misconduct, Plaintiff and the other Class Members are entitled to equitable relief and/or other relief, and, if so, the nature of such relief.

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

39. *Adequate Representation:* Plaintiff will fully and adequately assert and protect the interests of the other Class Members and have no interests antagonistic to those of the Class. In addition, Plaintiff had retained class counsel who are experienced and qualified in prosecuting class action cases. Neither Plaintiff nor her attorneys have any interests contrary to or conflicting with the interests of other Class Members.

40. *Predominance and Superiority:* This matter is appropriate for class certification because questions of law and fact common to the members of the Class predominate over questions affecting only individual members, and Class action practice is superior to other available methods for the fair and efficient adjudication of this controversy, since, among other reasons, individual joinder of all members of the Class is impracticable.

COUNT I
(Violation of the Magnuson-Moss Warranty Act)

41. Plaintiff hereby incorporates the allegations of the foregoing paragraphs as if fully restated herein.

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

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

44. Defendant’s flooring purchased separate from the initial construction of the structure constitutes a “consumer product” within the meaning of 15 U.S.C. § 2301(1).

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

46. Defendant breached its warranties by:

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

47. Defendant’s breach of its express warranties deprived Plaintiff and the other Class Members of the benefits of their bargains and caused damage to other property.

48. The amount in controversy of Plaintiff’s individual claims meets or exceeds the

sum or value of twenty-five dollars (\$25.00). In addition, the amount in controversy meets or exceeds the sum or value of fifty thousand dollars (\$50,000.00), exclusive of interests and costs, computed on the basis of all claims to be determined in this suit.

49. As a direct and proximate result of Defendant's violation of the Magnusson-Moss Warranty Act, Plaintiff and other Class Members sustained damages in an amount to be determined at trial. Defendant's conduct damaged Plaintiff and the other Class Members, who are entitled to recover damages, consequential damages, specific performance, diminution in value, costs, attorneys' fee, rescission, and other relief as appropriate.

COUNT II
(Negligence/Gross Negligence)

50. Plaintiff hereby incorporate the allegations of the foregoing paragraphs as if fully restated herein.

51. Defendant owed a duty to Plaintiff and all Class Members to manufacture and sell flooring that was free of excessive formaldehyde levels that would cause damage to Plaintiff's person and property.

52. Defendant had a duty to Plaintiff and all Class Members to test the Chinese Flooring to ensure safe levels of formaldehyde.

53. Defendant had a duty to Plaintiff and to all Class Members to ensure that the Chinese Flooring complied with all industry standards and all applicable building codes throughout Florida.

54. Defendant designed, manufactured, imported, marketed, labeled, advertised and sold the Chinese Flooring.

55. Defendant failed to exercise ordinary and reasonable care in the design, manufacture, import, marketing, labeling, advertising and sale of the Chinese Flooring.

56. Defendant failed to exercise ordinary and reasonable care to ensure that the Chinese Flooring did not contain a latent defect that would result in dangerous and potentially life threatening levels of formaldehyde emissions.

57. Defendant breached its duties to Plaintiff and other Class Members by, but not limited to, the following particulars:

- a. In failing to ensure safe levels of formaldehyde emissions;
- b. In failing to test the Chinese Flooring or in failing to verify third-party test results;
- c. In failing to ensure the Chinese Flooring complied with industry standards and the applicable building codes;
- d. In failing to forewarn Plaintiff and other purchasers, installers and users regarding the known risk of formaldehyde emissions in the Chinese Flooring; and
- e. In concealing information concerning the dangerous levels of formaldehyde emissions in the Chinese Flooring from Plaintiff and Class Members while knowing that the Chinese Flooring was defective, unsafe, and not in conformance with accepted industry standards.

58. Plaintiff and the Class Members have been damaged because the Chinese Flooring does not perform its ordinary purpose and emits high levels of formaldehyde gas.

59. As a direct, foreseeable and proximate cause of Defendant's negligence, gross negligence, willful and wanton conduct, Plaintiff and Class Members have been damaged and are entitled to an award of all actual, consequential, direct, indirect, special and punitive damages against Defendant.

COUNT III
(Breach of Express Warranty)

60. Plaintiff hereby incorporates the allegations of the foregoing paragraphs as if fully restated herein.

61. Defendant warranted that their flooring was free of defects when they sold its Chinese Flooring products to Plaintiff and Class Members. Defendant further represented that their flooring products complied with CARB and EU formaldehyde standards and all applicable laws and regulations. Plaintiff and the Class Members reasonably relied upon these express warranties.

62. Defendant's warranties became part of the basis of the bargain.

63. Defendant breached the warranties by, but not limited to, the following particulars:

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

64. Defendant was on notice regarding the excessively high levels of formaldehyde in its flooring from Plaintiff as well as complaints and requests for refunds received from Class Members and media reports with respect to similar issues another company had, called "Lumber Liquidators" a case in which, basically, the defendant was accused of the same thing the Defendant is accused of in this lawsuit.

65. As a direct and proximate result of Defendant's misconduct, Plaintiff and Class Members have suffered damages and continue to suffer damages, including economic damages at the point of sale. Additionally, Plaintiff and Class Members have either incurred or will incur economic damages at the point of repair in the form of the cost of repair and/or the cost of purchasing non-defective flooring to replace the Defendant's flooring and the cost of repair of other components of their homes damaged by the removal of the defective Chinese Flooring.

66. Plaintiff and Class Members are entitled to legal and equitable relief against Defendant, including damages, consequential damages, specific performance, rescission, attorneys' fees, costs of suit, and other relief as appropriate.

67. Any limitations in the published warranty should be deemed void as unconscionable, in violation of law, in violation of public policy and/or should be reformed.

COUNT IV
(Breach of Implied Warranties)

68. Plaintiff hereby incorporates the allegations of the foregoing paragraphs as if fully restated herein.

69. At all times relevant hereto, by operation of law, Defendant owed a duty to Plaintiff and Class Members that their products be adequately contained, packaged, and labeled and conform to the promises or affirmations of fact made on the container or label.

70. At all times relevant hereto, by operation of law, Defendant owed a duty to Plaintiff and Class Members that their products be reasonably fit for the purposes for which such products are used and that the product be acceptable in the trade for the product description.

71. Defendant breached these duties owed to Plaintiff and the Class by selling flooring that was not merchantable and could not pass without objection in the trade at the time of sale.

72. Defendant was notified that its product was not merchantable within a reasonable time after the defect manifested itself to Plaintiff and Class Members, including via a pre-suit demand letter from Plaintiff's counsel.

73. As a result of the non-merchantability of Defendant's Chinese Flooring, Plaintiff and Class Members sustained a loss or damages, entitling Plaintiff and Class Members

to injunctive relief, compensatory damages, equitable and declaratory relief, costs, reasonable attorneys' fees and rescission.

74. Any attempts by Defendant to disclaim or limit these implied warranties should be deemed void as unconscionable, in violation of law, in violation of public policy and/or should be reformed.

COUNT V
(Strict Liability)

75. Plaintiff hereby incorporates the allegations of the foregoing paragraphs as if fully restated herein.

76. At all times relevant herein, Defendant was in the business of designing, engineering, manufacturing, marketing, labeling, distributing and/or selling products and owed a statutory duty of care to Plaintiff and Class Members.

77. In designing, engineering, manufacturing, marketing, labeling, distributing and/or selling the Chinese Flooring, Defendant placed the Chinese Flooring into the stream of commerce.

78. Defendant defectively designed, engineered, manufactured, marketed, labeled, distributed and/or sold a product that is unreasonably dangerous to persons and property in that their product emits unsafe and toxic levels of formaldehyde gas.

79. The Chinese Flooring posed a substantial likelihood of harm to Plaintiff and Class Members at the time it was sold. Plaintiff and Class Members could not have discovered the defects nor perceived the Chinese Flooring's defective and dangerous condition through the exercise of reasonable care.

80. Were the defects known at the time of engineering, design and manufacture, a

reasonable person would conclude that the utility of the product did not outweigh the risk inherent in marketing and selling a product designed and manufactured in that manner.

81. Feasible alternatives existed to make the Chinese Flooring safer for intended use at the time of engineering, design and manufacture. Defendant was aware or should have been aware that feasible alternatives existed which would maintain the utility of the product and eliminate the harm.

82. The Chinese Flooring reached Plaintiff and Class Members, and were intended and expected to reach Plaintiff and Class Members, without substantial change in the condition in which it was sold.

83. Defendant, engineered, designed, manufactured, marketed, labeled, sold and otherwise placed into the stream of commerce the Chinese Flooring, which was defective and dangerous to Plaintiff and Class Members and their property.

84. As a direct, foreseeable and proximate result of the sale of defective Chinese Flooring, Plaintiff and Class Members have suffered damages including but not limited to physical damage to their properties, other contamination and deterioration as well as diminution in value of their properties, entitling Plaintiff and Class Members to damages in an amount to be shown at trial.

COUNT VI
(Fraudulent Misrepresentation)

85. Plaintiff hereby incorporates the allegations of the foregoing paragraphs as if fully restated herein.

86. Defendant was in a position of superiority over Plaintiff and Class Members with respect to knowledge of the unacceptably high formaldehyde levels in the Chinese Flooring, which it failed to disclose to Plaintiff and other Class Members.

87. Defendant affirmatively and falsely misled Plaintiff and Class Members by representing that their Chinese Flooring met the highest standards for formaldehyde compliance, and was free from defects and fit for its customary and normal use as flooring installed inside a dwelling.

88. At all relevant times, Defendant continuously and consistently failed to correct their misrepresentations concerning the formaldehyde levels in their Chinese Flooring when they knew those representations to be false and they willfully, wantonly and recklessly disregarded whether the representations were true. Defendant's failure persisted despite countless opportunities to correct its misrepresentations through its employees, sales literature, advertising, and its website.

89. Upon information and belief, these representations were made by Defendant with the intent of defrauding and deceiving Plaintiff, the Class Members and the consuming public, all of which evinced reckless, willful indifference to the safety and welfare of Plaintiff and the ClassMembers.

90. In at least one instance Defendant was informed of third-party testing that identified excessive levels of formaldehyde in a particular product and, instead of offering to correct or resolve the issue, simply ignored the information and carried on as if things were "business as usual."

91. Defendant failed to disclose material facts and correct material misrepresentations and, as a proximate result, Plaintiff and the Class have been damaged because they purchased defective Chinese Flooring that cause damage to other property and they have suffered and continue to suffer other financial damage and injury.

COUNT VII
(Unjust Enrichment)

92. Plaintiff hereby incorporates the allegations of the foregoing paragraphs as if fully restated herein.

93. Plaintiff and Class Members conferred a benefit on Defendant when they purchased the Chinese Flooring.

94. Defendant has been unjustly enriched in retaining the revenues derived from Plaintiff and Class Members' purchases of the Chinese Flooring, the retention of which under these circumstances is unjust and inequitable because of the defective Chinese Flooring that has caused Plaintiff and Class Members' damages.

95. Plaintiff and Class Members have suffered a monetary loss as a result of Defendant's unjust enrichment because: (a) they would not have purchased the Chinese Flooring on the same terms if the true facts concerning the unsafe condition had been known; (b) they paid a price premium due to the fact that the Chinese Flooring would be free from defects and met stringent CARB and other standards; (c) Defendant charged a higher price than the true value of the Chinese Flooring; and (d) the Chinese Flooring did not perform as promised.

96. Because Defendant's retention of the non-gratuitous benefit conferred on them by Plaintiff and Class Members is unjust and inequitable, Defendant must pay restitution to Plaintiff and Class Members for its unjust enrichment.

97. Plaintiff and Class Members did not confer these benefits gratuitously and it would be inequitable and unjust for Defendant to retain the wrongfully obtained profits. Plaintiff and Class Members are entitled to restitution of, disgorgement of, and/or the imposition of a construction trust upon all profits, benefits and other compensation obtained by

Defendant from its deceptive, misleading and unlawful conduct.

COUNT VIII
(Declaratory Relief)

98. Plaintiff hereby incorporates the allegations of the foregoing paragraphs as if fully restated herein.

99. Plaintiff and Class Members bring this claim pursuant to 28 U.S.C § 2201.

100. Defendant has acted or refused to act on grounds that apply generally to the Class, so that final injunctive relief or corresponding declaratory relief is appropriate with respect to the Class as a whole within the meaning of Fed. R. Civ. P. 23(b)(2).

101. Plaintiff and the Class seek a declaration that:

- a. The Chinese Flooring has a defect which results in unsafe levels of formaldehyde emissions. The defect may not be detectable until after the warranty provided by Defendant has expired;
- b. The Chinese Flooring has a defect in workmanship and material that allows for unsafe levels of formaldehyde emissions. The defect may not be detectable until after the warranty provided by Defendant has expired;
- c. All persons or entities who own structures containing Chinese Flooring should be provided the best practicable notice of the defect, which cost shall be borne by Defendant;
- d. Certain provisions of Defendant' warranty are void as unconscionable;
- e. Defendant shall re-audit and reassess all prior warranty claims, including claims previously denied in whole or in part, where the denial was based on warranty or other grounds, and pay the full cost of repairs and damages; and
- f. Defendant shall establish an inspection program and protocol, under Court supervision, to be communicated to Class Members, which will require Defendant to inspect, upon request, a Class Member's structure to determine if formaldehyde emission levels are safe. Any disputes over coverage shall be adjudicated by a Special Master appointed by the Court and/or agreed to by the parties.

COUNT IX
(FDUPTA as to Florida Sub-Class Only)

101. Plaintiff re-alleges and readopts the allegations of the foregoing as though fully set forth herein.

102. This is an action for declaratory and injunctive relief pursuant to FDUTPA.

103. Plaintiff is a “person” within the meaning of FDUTPA, including Fla. Stat. § 511.211(2).

104. Defendant is engaged in “trade or commerce” within the meaning of FDUTPA.

105. In violation of FDUTPA, Defendant engaged in unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of its trade and commerce, including false advertising of its Chinese Flooring.

106. As a result of the foregoing, Plaintiff and the putative class members suffered damages.

COUNT VIII
(Violation of F.S § 817.41 as to Florida Sub-Class Only)

107. Plaintiff hereby incorporates the allegations of the foregoing paragraphs as if fully restated herein.

108. Defendant is engaged in the business of advertising, soliciting, providing, offering, distributing and selling flooring, including the flooring sold to Plaintiff.

109. Defendant advertised, branded and labeled its flooring as “quality” flooring that “meets or exceeds rigorous emissions standards such as California CARB” and that is California CARB Phase 2 compliant.

110. In response and reliance upon Defendant’s assertions and statements regarding the

flooring, Plaintiff purchased and installed the flooring in her home.

111. Defendant falsely advertised the qualities of the flooring to Plaintiff because the flooring did not meet or exceed rigorous standard and the flooring was not compliant with California CARB Phase 2 as the flooring contained unsafe and toxic levels of formaldehyde.

112. Defendant knew or should have known that its statements and advertisements were false but intentionally and purposefully withheld this information from consumers, including Plaintiff.

113. Defendant falsely advertised and solicited its products for the purpose of selling them to consumers, including Plaintiff, in order to increase profits.

114. As a result of Defendant's misrepresentations, Plaintiff has suffered and continues to suffer damages.

115. Plaintiff has hired the services of the undersigned law firm to protect her legal rights and has agreed to pay its reasonable attorneys' fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays this Honorable Court inquire into the matters set forth herein and award judgment for Plaintiff and the Class against Defendants as follows:

- a. For an order certifying this case as a Class action pursuant to Fed. R. Civ. P. 23, appointing Plaintiff as representatives of the Class, and appointing the undersigned Plaintiff's counsel as Class Counsel;
- b. For compensatory damages sustained by Plaintiff and the Class;
- c. For all actual damages, direct damages, consequential damages, specific performance, restitution, rescission sustained by Plaintiff and the Class;
- d. For declaratory relief as requested herein;

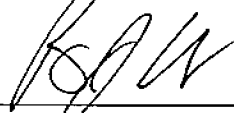
- e. For injunctive relief enjoining Defendant from further deceptive sales practices with respect to the Company's flooring;
- f. For all costs associated with prosecuting this action;
- g. For both pre-judgment and post-judgment interest;
- h. For punitive damages;
- i. For reasonable attorneys' fees and expert fees; and
- j. For all such other relief as this Court may deem just and proper.

DEMAND FOR A JURY TRIAL

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

Dated this 10th day of April, 2016.

Respectfully submitted,



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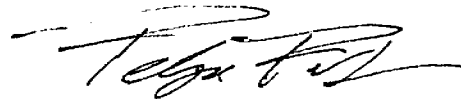
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CIVIL COVER SHEET

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

NANCY EDER, on behalf of herself and all similarly situated individuals

DEFENDANTS

US FLOORS INC.

(b) County of Residence of First Listed Plaintiff Hillsborough

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

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

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

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Attorneys (If Known)

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

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

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

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input 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 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 (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	FEDERAL TAX SUITS	
<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	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
		IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		

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

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

VI. CAUSE OF ACTION

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

Brief description of cause:

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 4/6/2016 SIGNATURE OF ATTORNEY OF RECORD [Signature]

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE