

FILED

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

WILLIAM WOODWORTH; and DIANE
PILKERTON and all others similarly situated,

Plaintiffs,

v.

ARMSTRONG WORLD INDUSTRIES,
INC.; ARMSTRONG FLOORING, INC.;
LOWE'S COMPANIES, INC.; and LOWE'S
HOME CENTERS, LLC.

Defendants.

CASE NO.: 8:16 CV 1121 T 24 UAM

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Dated:

Plaintiffs, William Woodworth and Diane Pilkerton (jointly as "Plaintiffs"), individually and on behalf of all others similarly situated, file this Class Action Complaint against Armstrong World Industries, Inc., Armstrong Flooring, Inc. (collectively "Armstrong"), Lowe's Companies, Inc., and Lowe's Home Centers, LLC (collectively "Lowe's") (Lowe's and Armstrong referred collectively as "Defendants"). In support thereof, Plaintiffs state and allege as follows:

INTRODUCTION

1. Defendant Armstrong sold composite laminate flooring product manufactured in China that has formaldehyde levels that are multiple times higher than levels in flooring manufactured in North America and at levels known to pose serious health risks. Said composite laminate flooring is known as and referred to herein as "core." The formaldehyde levels from an Armstrong product far exceed the maximums allowed by the California Air Resources Board ("CARB"). Nonetheless, Armstrong has continued to specifically and falsely label its product as being compliant with all CARB formaldehyde standards. As a result, consumers have been buying

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Armstrong's flooring product from Lowe's that they would never have purchased had Defendants disclosed the truth.

2. Laminate wood flooring is generally composed of a base layer of pressed composite wood (particle board or medium-density fiberboard, "core"), which is a mixture of sawdust or wood particles bonded together with glue or resin. The base layer is covered with a thin veneer or other material such as a photographic image of wood, affixed as a decorative surface. This decorative surface can be as thin as only a few millimeters. Other than being a thin barrier, it contains no properties that change the chemical properties of the materials in the base layer or that provide anything more than rudimentary safeguards to prevent the release of chemicals such as formaldehyde that are contained in the base layer.

3. Formaldehyde is a common ingredient in the glue used in the composite laminate flooring base layer. It is often used to reduce the price of manufacturing the base layer. If used in low levels, the formaldehyde will quickly dissipate during installation. However, if used in higher levels, the formaldehyde is released as a gas that emanates from the flooring over many years. Depending on the concentration of formaldehyde in the base layer, the formaldehyde will be released from the flooring and into the surrounding air at levels that most regulatory agencies consider to be unsafe even after exposure of only 8 hours, let alone for chronic exposure.

4. While composite floors containing formaldehyde will typically "off gas," in that the amount of formaldehyde released into the surrounding air will decrease after a period of approximately 18 to 24 months, the remaining formaldehyde will hydrolyze and continue to be released at constant levels over a period of years.

5. Short-term exposure to formaldehyde for periods as short as 15 minutes has been shown to cause respiratory irritation, headaches, coughing, dizziness, and nausea. Chronic and

long-term exposure to formaldehyde is linked to increased risk of cancer of the nose and sinuses, nasopharyngeal and oropharyngeal cancer, lung cancer, and leukemia. Formaldehyde also causes burning eyes, nose and throat irritation, coughing, headaches, dizziness, joint pain, and nausea. It has also been linked to the exacerbation of asthma in formaldehyde-sensitive individuals and poses a particularly acute risk to children.

6. In 2007, CARB adopted regulations designed to reduce public exposure to formaldehyde. The regulations established two phases of emissions standards that composite laminate flooring products must meet: an initial Phase 1, and later a more stringent Phase 2. These regulations require that any composite wood contained in flooring products be certified as having been manufactured using compliant wood products throughout their production.

7. Armstrong supervises and controls the manufacturing of composite laminate flooring products made in Chinese mills. Armstrong orders and purchases “core” from Chinese mills and fabricates said “core” by adding a decorative, colorful veneer. Armstrong also packages, distributes, markets, and/or sells composite laminate flooring products through Lowe’s and other retail outlets that have been manufactured in China to consumers in Florida and throughout the country. From October 2013 through November 2014, three accredited laboratories tested the formaldehyde emissions of laminate wood flooring from several nationwide retail outlets, including Lowe’s, Home Depot and Lumber Liquidators. These laboratories employed testing methods that are consistent with CARB regulations and with standard operating procedures CARB has recommended. Of the dozens of products tested, by far the highest formaldehyde levels were found in the composite laminate flooring produced in China. The levels of formaldehyde gas emitted by these Chinese-made products were several times the maximum CARB limits and exceeded the standards promulgated in the Toxic Substances Control Act, 15 U.S.C. § 2601, *et*

seq. (Subchapter VI, 15 § 2697: Formaldehyde Standards of Composite Wood Products). Similar products manufactured in North America generally had much lower formaldehyde levels that complied with the formaldehyde emission standards promulgated by CARB.

8. Still, the label on Armstrong's Chinese-made composite laminate flooring product that is sold by Lowe's throughout the United States, states that the product complies with strict formaldehyde emission standards promulgated by CARB by stating "California 93120 MDF Compliant for Formaldehyde Phase 2."

9. In late 2014 and early 2015, the television news program *60 Minutes* sent undercover investigators to three different mills in China that manufacture laminate and composite flooring for one of Armstrong's competitors, Lumber Liquidators. *60 Minutes* reported that:

Employees at the mills openly admitted that they use core boards with higher levels of formaldehyde to make Lumber Liquidators laminates, saving the company 10-15 percent on the price. At all three mills they also admitted [to] falsely labeling the company's laminate flooring as CARB [compliant].¹

10. Armstrong, like Lumber Liquidators, does not give consumers any warnings about excessive or unlawful formaldehyde levels in its composite laminate flooring products. Instead, along with its product labels, it represents on its website and warranties that its flooring products comply with strict formaldehyde standards. Armstrong has made false and misleading statements that its flooring products comply with CARB formaldehyde standards. Armstrong's website states, Armstrong laminate is manufactured in a facility that is certified as complaint with ISO 14001, a highly misleading claim when those factories are producing laminate wood product containing

¹ Lumber Liquidators Linked to Health and Safety Violations, *60 Minutes* (Mar. 1, 2015)

CARB prohibited levels of formaldehyde.²

10. Plaintiffs purchased and installed the Armstrong product that was manufactured in China, labeled as being CARB compliant, sold by Lowe's and was of a type found to have formaldehyde levels that exceed CARB and Toxic Substances Control Act ("TSCA") limits. Plaintiffs seek to represent themselves and similarly situated persons in Florida and nationwide who have purchased Armstrong's composite laminate flooring products that were manufactured in China, labeled as CARB compliant, and sold by Lowe's to consumers throughout the country. Plaintiffs seek restitution of monies they and the putative Classes spent on Defendants' flooring products, consequential damages, injunctive relief enjoining Defendants' ongoing unlawful, unfair, and fraudulent business practices, and other damages on behalf of themselves and the putative Classes.

JURISDICTION

11. This Court has subject matter jurisdiction over this action under 28 U.S.C. § 1332(d)(2) in that the matter is a class action wherein the amount in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, there are more than 100 members in the proposed classes and at least one member of the class of plaintiffs is a citizen of a state different from the Defendant. Armstrong is, on information and belief, a citizen of Pennsylvania. Lowe's is on information and belief, a citizen of North Carolina. Plaintiffs are citizens of Florida.

12. This Court has personal jurisdiction over the parties in this action by the fact that Defendants are corporations that are licensed to do business in the state of Florida or otherwise conduct business in the state of Florida.

13. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 both because Defendants

² Needs Bluebook formatting <http://www.armstrong.com/content2/flooring/files/75440.pdf>

regularly transacts business in this District, the transactions occurred here and because Defendants are subject to personal jurisdiction in this District.

PARTIES

14. Plaintiffs William Woodworth and Diane Pilkerton are residents of Spring Hill, Florida, and are citizens of Florida.

15. Armstrong World Industries, Inc., is a Pennsylvania corporation with its headquarters and principal place of business at 2500 Columbia Ave., Lancaster PA 17603-4117. Armstrong distributes, markets, and/or sells composite laminate flooring products and actively conducts business throughout the United States.

16. Armstrong Flooring, Inc., is a Pennsylvania corporation with its headquarters and principal place of business at 2500 Columbia Ave., Lancaster PA 17603-4117. Armstrong distributes, markets, and/or sells composite laminate flooring products and actively conducts business throughout the United States.

17. Defendant Lowe's Companies, Inc., is a North Carolina corporation with its headquarters and principal place of business at 1000 Lowe's Blvd., Mooresville, NC 28117-8520.

18. Defendant Lowe's Home Centers, LLC, is a limited liability company headquartered in North Carolina with its principal place of business at 1000 Lowe's Blvd., Mooresville, NC 28117-8520.

FACTUAL ALLEGATIONS

A. Armstrong Represents that its Laminate Wood Flooring Products Meet California's Strict Emissions Standards for Products it Sells in Every State

19. The emissions limits set by the California Air Resources Board ("CARB") are among the most comprehensive and exacting in the country. These standards have served as a model for national standards being considered by the Environmental Protection Agency.

20. Armstrong invokes these CARB standards and represents to consumers on its website, on its product packaging, and in various other materials that its composite laminate flooring products meet the CARB standards for formaldehyde emissions and are therefore safe. Armstrong unequivocally states that though CARB only legally governs products sold in the state of California, Armstrong ensures that its composite laminate flooring products meet the CARB standard no matter where they are sold.

21. Armstrong's website currently states:

Armstrong sources laminate flooring from suppliers who make product to our specifications. Our specifications require adherence to all environmental, health and safety requirements, including formaldehyde emissions, of the U.S. federal government and, where applicable, regulatory agencies such as the California Air Resources Board. Our suppliers have their products tested at independent certified labs and then provide certifications to us on a regular basis. We only accept products that are certified to meet CARB requirements. In addition, on an annual basis, we then also randomly test our products at the Hardwood Products Veneer Association (HPVA) lab in Virginia for OSHA requirements.³

Armstrong Flooring offers low emitting adhesives that are compliant with SCAQMD Rule #1168 and that are FloorScore certified.⁴

B. California's Formaldehyde Standards

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

23. In 1992, CARB formally listed formaldehyde as a Toxic Air Contaminant in

³ <http://www.armstrong.com/flooring/eco-friendly-laminate-flooring.html> (last visited 5/3/2016).

⁴ <http://www.armstrong.com/content2/flooring/files/75440.pdf> (last visited 5/3/2016).

California with no safe level of exposure.

24. CARB approved the Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products in April 2007. The formaldehyde emission standards became effective January 2009 and set decreasing limits in two phases. CAL. CODE REGS. tit. 17, § 93120.2(a).

25. The CARB regulations apply to composite wood (“laminated”) products including flooring. CAL. CODE REGS. tit. 17, § 93120.2(a). On April 26, 2007, CARB approved an Airborne Toxic Control Measure (ATCM) to reduce formaldehyde emissions from composite wood products and any finished products that contain them. ATCM 93120 applies to panel manufacturers, distributors, importers, fabricators, and retailers of HWPW, PB, MDF, and finished goods containing those products, that would be sold or supplied to California.

26. The ATCM established formaldehyde emission limits for new composite wood panels based on the ASTM E 1333 test method (or an equivalent method). The current emission limits for each type of composite wood are summarized in Table 1.

Table 1. Phase 2 Allowable Formaldehyde Concentration

Product	Phase 2 Levels (ppm)
Hardwood Plywood – Veneer Core	0.05
Hardwood Plywood – Composite Core*	0.05
Particleboard	0.09
MDF	0.11
Thin MDF**	0.13

* Hardwood plywood panel using particleboard or MDF in the core

** Maximum thickness of 8 mm

27. The regulation includes a detailed third-party certification scheme for manufacturers of composite wood products to determine if products meet the formaldehyde limits. The certified panels must be labeled and manufacturers must provide documentation

that states that their products comply with the CARB ATCM 93120 regulation.

28. Companies that import, distribute, or sell composite wood products or finished products are required to have records to demonstrate that only certified panels are used in their products. This includes keeping track of what items were purchased from which manufacturer or fabricator.

29. The CARB Phase 1 Emission Standard for Medium Density Fiberboard (“MDF”) in effect from January 1, 2009, to December 31, 2010, limited formaldehyde emissions to 0.21 parts per million (“ppm”).⁵

30. The Phase 2 Emission Standard for MDF dictates that, as of January 1, 2011, MDF flooring products such as those involved in this action must emit no more than 0.11 ppm of formaldehyde.⁶

31. The CARB regulations specify the test methods that may be used to determine whether products meet the CARB limit. A product does not comply with CARB emission standards if the composite wood product was produced by an uncertified manufacturer or used certain materials without CARB approval, or if record of testing conducted by the manufacturer or a third party certifier show that a particular composite wood product exceeded the CARB limit.⁷ In addition, a product does not comply with CARB emission standards if:

A composite wood product produced by a manufacturer is tested at any time after it is manufactured, using either the compliance test method specified in section 93120.9 (a) or the enforcement test method specified in section 93120.9(b),

⁵ CAL. CODE REGS. tit. 17, § 93120.2(a). (Hereinafter, the formaldehyde emission standards for both MDF and Thin MDF will be referred to as the “CARB limit.”).

⁶ *Id.*

⁷ CAL. CODE REGS. tit. 17, § 93120.2(a)(1), (2).

and is found to exceed the applicable emission standard specified in Table 1.⁸

32. Compliance with the CARB limits is based on the results of testing the composite wood products contained in finished goods, not the finished goods themselves. The compliance test method specified in section 93120.9(a) incorporates the test method specified in ASTM D 6007-02, as promulgated by the America Society for Testing and Materials.

C. Armstrong's Composite Laminate Flooring Products

33. Armstrong supervises and/or controls the manufacturing and packaging of composite "core" laminate flooring products in China that it then distributes, markets, and sells to retailers, including but not limited to Lowe's, for resale in Florida and throughout the country. Those composite "core" laminate flooring products contain formaldehyde and emit formaldehyde gas at levels that exceed the CARB limit. The composite "core" laminate flooring product purchased by the Plaintiffs has the 12MM High Gloss Woodland Walnut veneer.

34. CARB regulations apply to the above-listed "core" and any other composite laminate flooring products.

35. On information and belief, the Armstrong composite laminate flooring product listed in paragraph 33 was manufactured in China and contained "core" exceeding CARB standards for formaldehyde.

36. On information and belief, the 12MM High Gloss Woodland Walnut Armstrong composite "core" laminate flooring product contains formaldehyde gas at levels that exceed the CARB and TSCA limits.

37. On information and belief, the same or similar CARB non-compliant "core" laminate found in Plaintiffs' Woodland Walnut is also found in other laminate flooring products

⁸ CAL. CODE REGS. tit. 17, § 93120.2(a)(3).

fabricated by Armstrong and retailed to consumers.

D. Armstrong Misrepresents that its Composite Laminate Flooring Products Meet California Emissions Standards

38. Despite unlawful levels of formaldehyde emissions from its composite laminate flooring products, Defendant misrepresents to consumers on its website, product packaging, and warranties that its composite laminate flooring products meet the CARB standards for formaldehyde emissions.⁹

39. The product packaging for Armstrong's composite laminate flooring states: "CALIFORNIA 93120 MDF Compliant for Formaldehyde Phase 2." On information and belief, this statement is presented on all Armstrong's composite laminate flooring product packaging regardless of whether the flooring inside the packaging complies with the CARB standards.

40. Instead of warning consumers about formaldehyde levels in its composite laminate flooring products, Armstrong's website states that it has Third Party Certifiers approve its flooring products to meet CARB standards.¹⁰

41. Armstrong materially misrepresented the safety of its composite laminate flooring products by advertising and representing that its flooring products are compliant with the CARB limit when in fact they are not.

42. Armstrong materially omitted any disclosure to consumers that they were buying composite laminate flooring products with excessive or unlawfully high levels of formaldehyde compared to U.S.-manufactured products.

43. Armstrong continued to distribute and sell its composite laminate flooring products

⁹ <http://www.armstrong.com/flooring/eco-friendly-laminate-flooring.html> (last visited 5/3/2016)

¹⁰ *Id.*

through Lowe's to customers in Florida and throughout the country with the representation that they are CARB compliant, after it knew or should have known they were not compliant.

44. On information and belief, at all times relevant to this action, Armstrong has knowingly misrepresented its composite laminate flooring products as CARB compliant and knowingly failed to disclose to consumers the excessive and unlawful levels of formaldehyde emissions from its composite laminate flooring products.

45. On information and belief, high formaldehyde content resins and glues are less expensive and dry more quickly than low formaldehyde glues and resins. By using high formaldehyde content resins and glues rather than low formaldehyde content resins and glues, Armstrong's Chinese manufacturers are able to produce composite laminate flooring more quickly and at higher volumes thereby reducing costs and generating greater profits for Armstrong.

46. On March 2, 2015, following the *60 Minutes* report focusing on its competitor Lumber Liquidators, Armstrong Vice President Joseph N. Bondi wrote a letter to customers to inform them of Armstrong's commitment to safety and Federal and state regulatory compliance. Bondi plainly stated that Armstrong "only accept[s] products that are certified to meet CARB requirements."¹¹

47. Rather than seek to effectively remedy the harm and the risks to its customers' health and safety caused by its formaldehyde-laden flooring products, Armstrong has instead sought to cover up the dangers inherent in its products with misinformation and with a disingenuous public relations campaign that is designed to mislead its customers. By promulgating misleading information regarding the dangers and properties of formaldehyde, Armstrong's

¹¹ See attached Ex. A. - Armstrong Vice President Joseph Bondi March 2, 2015 letter to Armstrong customers and Armstrong's additional public statement to customers following *60 Minutes* episode concerning formaldehyde contamination risks in composite flooring from China.

actions will cause people to believe the floors in their homes are safe when they are not and will expose them to even greater risk than if Armstrong had honestly addressed the findings of multiple laboratories.

48. In light of the false representations Armstrong has made regarding formaldehyde levels, and in light of the health risks posed by formaldehyde, Plaintiffs and members of the Classes reasonably fear for their safety in allowing the composite laminate flooring to remain in their homes. It would therefore be reasonable and prudent to incur the cost of removing and replacing the laminate flooring rather than continue to incur the risks posed by the laminate flooring that contains high levels of formaldehyde.

FACTS RELATING TO NAMED PLAINTIFFS

A. William Woodworth and Diane Pilkerton

49. Plaintiffs William Woodworth and Diane Pilkerton, a married couple at all times material hereto, share a home in Spring Hill, Florida.

50. In 2013, Plaintiffs began researching laminate flooring options for their home.

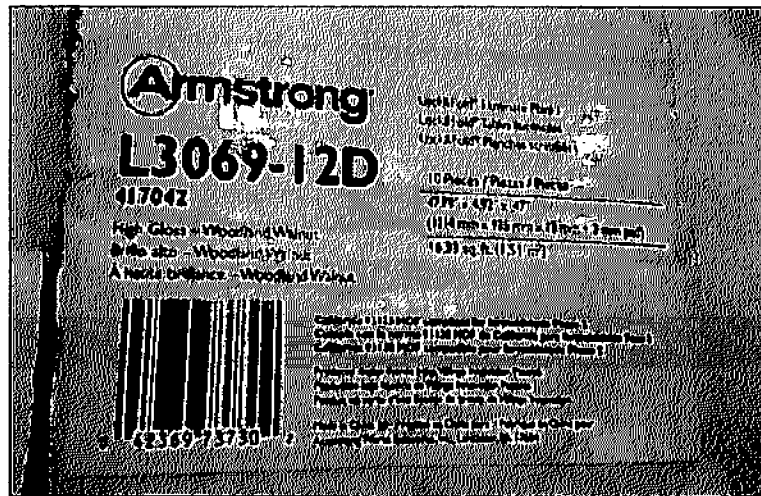
51. Before purchasing, Plaintiffs researched flooring options by relying upon advertisements and statements made by Defendants via several mediums including but not limited to television, radio, print and internet website.

52. Before purchasing, Plaintiffs also researched laminate flooring options by personally visiting retail outlets, including but not limited to Defendant Lowe's wherein Armstrong laminate flooring product box labeling was read, reviewed, and understood as not containing formaldehyde levels exceeding the CARB limit.

53. Before purchasing, Plaintiffs viewed Armstrong's website and saw and heard various Armstrong advertisements. Before purchasing, they saw and read the representations

Armstrong made regarding the safety and compliance of its products.¹²

54. On or about February 23, 2014, and again November 12, 2014, Plaintiffs purchased for their home Armstrong brand 12 MM High Gloss – Woodland Walnut laminate flooring from Lowe's store #1605 in Spring Hill, Florida. As stated on the packaging, the flooring was produced at a laminate mill in China. Plaintiffs' February 23, 2013 purchase was of approximately 759 sq.ft. totaling approximately \$1,367 and their November 12, 2014 purchase was of approximately 289 sq. ft. totaling approximately \$521.¹³



55. Between purchases, Plaintiffs continued to rely upon the same and/or similar laminate flooring related advertisements and statements made by Defendants.¹⁴

56. Plaintiffs specifically chose laminate flooring because they believed it would be safer and less likely to exacerbate William Woodworth's breathing difficulties than carpeting or other flooring options.

57. Plaintiffs were aware of the risks inherent in formaldehyde and the risk that

¹² See attached Composite Ex. B – Historical Armstrong Website, Laminate Page Material, Pre-2/23/14.

¹³ See attached Composite Ex. C – Receipts.

¹⁴ See attached Composite Ex. D – Historical Armstrong Website, Laminate Page Material, Between Purchase Dates 2/23/14 and 11/12/14).

formaldehyde has been used in certain building materials. They were also aware that California has some of the most stringent regulations in the country.

58. At the time they purchased the composite laminate flooring from Armstrong, Plaintiffs noted labels stating that the product was “California 93120 MDF compliant for formaldehyde Phase 2.”

59. Plaintiffs relied on the representations that the composite laminate flooring they were purchasing complied with California regulations regarding formaldehyde. They would not have purchased the product absent this or a similar representation informing them that the product did not contain elevated levels of formaldehyde.

60. At both times Plaintiffs purchased their composite laminate flooring, Armstrong’s representation that the product was compliant with then applicable CARB formaldehyde emission standards was false.

61. At the time of the purchase, Armstrong also failed to inform Plaintiffs that the composite laminate flooring product they purchased actually exceeded the CARB formaldehyde emission limit and that formaldehyde is a chemical known to the State of California to cause cancer and to exacerbate the harms to a person who already has cancer.

62. William Woodworth personally installed, on both occasions, the Armstrong flooring that they purchased by followed Armstrong’s instructions. The installation involved cutting pieces of the laminate flooring to size and installing cut pieces in the home.

63. In 2016, Plaintiffs learned for the first time that the representations Armstrong made regarding the formaldehyde compliance of its product were false. Samples of the laminate wood flooring product that Plaintiffs purchased from Defendant were tested by a certified laboratory using CARB testing methodology. The results of the lab tests show that the Woodworth’s laminate

flooring product still emits formaldehyde gas at a level that exceeds applicable CARB limits for formaldehyde emissions from MDF. The samples removed from Plaintiffs' home tested for levels ranging from .22-.27ppm.

64. Had the Armstrong composite laminate flooring been CARB compliant as represented, Plaintiffs would have been satisfied with their purchase.

65. Plaintiffs would not have purchased the Armstrong composite laminate flooring had they known there was a risk that its actual formaldehyde content exceeded the CARB standards. Plaintiffs have suffered injury as a result of Armstrong' misrepresentations and omissions in amounts that include the purchase price of the floors, the cost of installing the floors, and the costs involved in replacing the floors.

CLASS ACTION ALLEGATIONS

66. Plaintiffs incorporate by reference all the above allegations as if fully set forth herein.

67. Plaintiffs bring this action under Rule 23 of the Federal Rules of Civil Procedure, on behalf of themselves and the following Classes:

The Nationwide Class (represented by Plaintiffs).

All persons in the United States who purchased, in the past 5 years or longer if discovery yields an earlier date, the 12mm Woodland Walnut composite laminate flooring product or a sister product utilizing the same core for their personal, family, or household use rather than for resale or distribution, that was manufactured by or for Armstrong in China, sold by Lowe's that either or both Defendants advertised, labeled, or represented as being CARB compliant (or meeting standards for the State of California).

The Florida Class (represented by Plaintiffs).

All persons in Florida who purchased, in the past 5 years or longer if discovery yields an earlier date, the 12mm Woodland Walnut composite laminate flooring product or a sister product utilizing the same core for their personal, family, or household use rather than for resale or distribution, that was manufactured by or for Armstrong in China, sold by Lowe's that either or both Defendants advertised, labeled, or represented as being CARB compliant (or meeting standards for the State of California).

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

69. Plaintiffs do not know the exact size or identities of the members of the proposed Classes, since such information is in the exclusive control of Defendants. Plaintiffs believe that the Classes encompass thousands of individuals whose identities can be readily ascertained from Defendant's books and records. Therefore, the proposed Classes are so numerous that joinder of all members is impracticable.

70. Plaintiffs believe the amount in controversy exceeds \$5 million.

71. All members of the proposed Classes have been subject to and affected by the same conduct. All purchased the 12mm Woodland Walnut composite laminate flooring product or sister products utilizing the same core from the Defendants that were falsely advertised, labeled, and represented as being compliant with CARB standards for formaldehyde, that rigorous efforts were made to ensure compliance, and that the composite laminate flooring products were therefore safe to install in homes. Instead, the levels of formaldehyde in the flooring products were, at a

minimum, unknown and in many cases exceeded lawful levels of formaldehyde. Armstrong failed to inform all Plaintiffs and Class members that its Chinese-manufactured laminate flooring products contained formaldehyde at levels that exceeded CARB limits.

72. Defendants' lack of monitoring to ensure that the Chinese mills complied with CARB and the resulting non-compliant composite laminate flooring products were not disclosed to any Class members, and was also negligent.

73. There are questions of law and fact that are common to the Classes, and predominate over any questions affecting only individual members of the Classes. These questions include, but are not limited to the following:

- a. Whether Armstrong properly and adequately monitored their Chinese manufacturing plants to ensure CARB compliance;
- b. Whether Armstrong's 12mm Woodland Walnut (or sister products that share the same core) composite laminate flooring product that was manufactured in China and sold by Lowe's in Florida and throughout the country exceeds CARB limits;
- c. Whether Armstrong's composite laminate flooring products that were manufactured in China and sold in Florida and throughout the country exceed CARB limits;
- d. Whether Armstrong falsely labeled and advertised its Chinese-manufactured composite laminate flooring products as being CARB compliant;
- e. Whether any false representations by Armstrong or Lowe's regarding CARB compliance were made knowingly and willfully;

- f. Whether Armstrong concealed and omitted material facts from its communications with and disclosure to all Class members regarding the levels of formaldehyde in its composite laminate flooring products;
- g. Whether Armstrong or Lowe's breached warranties to Class members regarding its composite laminate flooring products;
- h. Whether Armstrong's or Lowe's misrepresentations or omissions constitute unfair or deceptive practices under the respective consumer protection statutes included herein;
- i. Whether Armstrong's efforts to cover up their misrepresentations and omissions with additional misleading statements and constitutes unfair and deceptive practices under the respective consumer protection statutes included herein;
- j. Whether Defendants' conduct entitles Class members to injunctive relief;
- k. Whether the above practices caused Class members to suffer injury; and
- l. The proper measure of damages and the appropriate injunctive relief.

74. The claims of the named Plaintiffs are typical of the claims of the proposed Classes and do not conflict with the interests of any other members of the proposed Classes.

75. Plaintiffs will fairly and adequately represent the interests of the respective Classes. They are committed to the vigorous prosecution of the Classes' claims and have retained attorneys who are qualified to pursue this litigation and have experience in consumer litigation and complex litigation.

76. A class action is superior to other methods for the fast and efficient adjudication of this controversy. Each Class member is entitled to restitution of the price of the subject composite

“core” laminate flooring product, and the cost of installation and removal of the unlawfully sold flooring products and to remedy its effects. The damages suffered by individual Class members are small compared to the expense and burden of individual prosecution of this litigation. Individual Plaintiffs may lack the financial resources to vigorously prosecute a lawsuit against Defendants to recover damages stemming from Defendants’ unfair and unlawful practices.

77. This putative class action meets the requirements of Fed. R. Civ. P. 23(b)(2) and (b)(3).

CAUSES OF ACTION

COUNT I

VIOLATION OF PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

(Against Armstrong by Plaintiffs, the Nationwide Class and the Florida Class)

78. Plaintiffs re-allege and incorporate by reference all of the above allegations as if fully set forth herein.

79. Plaintiffs and Armstrong are each “persons” as defined by Pa. Cons. Stat. § 201-2(2). Armstrong has at all times engaged in “trade” and “commerce” as defined by Pa. Cons. Stat. § 201-2(3), by advertising, offering for sale, sale or distribution its laminate wood flooring products in Pennsylvania, Florida and throughout the United States, directly or indirectly affecting the people of the states.

80. The allegations set forth herein constitute unfair methods of competition and unfair or deceptive acts or practices in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law Pa. Cons. Stat. § 201-1, *et seq.*

81. Armstrong’s advertising, labeling, and representations regarding the formaldehyde content and compliance with CARB made use of deception, false promises, misrepresentations and material omissions in connection with the sale and advertisement of its composite flooring

products. In so doing, Armstrong engaged in “unfair methods of competition” and “unfair or deceptive acts or practices” as defined by Pa. Cons. Stat. § 201-2(4)(ii),(iii),(v),(vii), (xiv) and (xxi).

82. By not disclosing the actual formaldehyde content in its Chinese-made composite flooring products Armstrong withheld material facts of which each class member should have been informed before purchasing the product. In doing so, Armstrong violated Pa. Cons. Stat. § 201-3 and § 201-2 subparts listed in paragraph 81.

83. By failing to inform consumers of the risk that the formaldehyde content in its Chinese-made composite flooring products exceeded amounts permitted by the State of California and contained far more formaldehyde than comparable U.S.-manufactured products Armstrong violated Pa. Cons. Stat. § 201-3 and § 201-2 subparts listed in paragraph 81.

84. Armstrong’s misleading marketing, advertising, packaging, and labeling of its Chinese-made composite flooring products were likely to deceive reasonable consumers in violation of Pa. Cons. Stat. § 201-3 and § 201-2 subparts listed in paragraph 81.

85. Plaintiffs and other members of the Class were deceived by Armstrong’s deceptive trade practices. Armstrong’s misrepresentations and omissions were for the purpose of, and did, induce Plaintiffs and the other members of the Class to act or refrain from acting, or had the capacity to attract customers in violation of Pa. Cons. Stat. § 201-3, per § 201-2 subparts listed in paragraph 81.

86. As a direct and proximate result of Armstrong’s unfair and deceptive trade practices, Plaintiffs and the other members of the Class have suffered damages that include, but are not limited to, the money they paid for the composite flooring products, the time and expense of installing the products, the cost of removing the products, and of otherwise remedying its effects.

87. Armstrong acted fraudulently, willfully, knowingly, and in total disregard for the rights, health, and well-being of the Plaintiffs and Class. Armstrong knew or should have known that its conduct would result in harm to Plaintiffs and the Class. Armstrong continued its wrongful conduct nonetheless.

88. Plaintiffs and the Class are entitled to damages in amounts to be proven at trial, and to an award of fees and costs as allowed under Pa. Cons. Stat. § 201-9.2(a) and (b).

COUNT II
VIOLATION OF THE FLORIDA DECEPTIVE AND UNFAIR
TRADE PRACTICES ACT
(Against Armstrong and Lowe's by Plaintiffs and the Florida Class)

89. Plaintiffs re-allege and incorporate by reference all of the above allegations as if fully set forth herein.

90. Plaintiffs are “consumers” as defined by FLA. STAT. § 501.203. Armstrong and Lowe's have all times engaged in “trade or commerce” as defined by FLA. STAT. § 501.203, by advertising, offering for sale, sale or distribution its laminate wood flooring products in Florida and throughout the United States, directly or indirectly affecting the people of the states.

91. Defendants' advertising, labeling, and representations regarding the formaldehyde content and compliance with CARB made use of deception, false promises, misrepresentations and material omissions in connection with the sale and advertisement of its composite flooring products. In so doing, Defendants engaged in unlawful, deceptive, and unconscionable trade practices in violation of FLA. STAT. § 501.201, *et seq.*

92. The likelihood, and the possibility that the actual formaldehyde content in Armstrong's Chinese-made composite flooring products exceeded amounts permitted by the State of California and contained far more formaldehyde than comparable U.S.-manufactured products was a material fact of which each class member should have been informed before purchasing the

Armstrong product.

93. Defendants' failure to inform consumers of the risk that the formaldehyde content in its Chinese-made composite flooring products exceeded amounts permitted by the State of California and contained far more formaldehyde than comparable U.S.-manufactured products was likely to deceive reasonable consumers.

94. Defendants' misleading marketing, advertising, packaging, and labeling of its Chinese-made composite flooring products were likely to deceive reasonable consumers.

95. Plaintiffs and other members of the Class were deceived by Defendants' deceptive trade practices. Defendants' misrepresentations and omissions were for the purpose of, and did, induce Plaintiffs and the other members of the Class to act or refrain from acting, or had the capacity to attract customers.

96. As a direct and proximate result of Defendants' deceptive trade practices, Plaintiffs and the other members of the Class have suffered damages that include, but are not limited to, the money they paid for the composite flooring products, the time and expense of installing the products, the cost of removing the products, and of otherwise remedying its effects.

97. Armstrong and Lowe's acted fraudulently, willfully, knowingly, and in total disregard for the rights, health, and well-being of the Plaintiffs and Class. Defendants knew or should have known that their conduct would result in harm to Plaintiffs and the Class. Defendants continued its wrongful conduct nonetheless. Penalties should be awarded to deter the actions of Defendants and others who might engage in similar conduct.

98. Plaintiffs and the Class are entitled to damages in amounts to be proven at trial, injunctive relief, and to an award of fees and costs as allowed under FLA. STAT. § 501.201, *et seq.* and specifically under FLA. STAT. § 501.211, and § 501.2105.

COUNT III
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT (“MMWA”),
15 U.S.C. § 2301, *et seq.*, BREACH OF IMPLIED WARRANTIES
(Against Armstrong and Lowe’s by Plaintiffs and Florida Class)

99. Plaintiffs re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

100. Plaintiffs and Class members are “buyers” within the meaning of each of their respective State’s implied warranty statutes. *See, e.g.*, FLA. STAT. § 672.103.

101. Armstrong and Lowe’s are “sellers” and their Chinese-made composite laminate flooring products are “consumer goods” within the meaning of Florida’s warranty statute. FLA. STAT. §§ 672.103(1)(d) & 672.105.

102. Armstrong and Lowe’s impliedly warranted to Plaintiffs and the Classes that the Chinese-made composite flooring products Plaintiffs and the Class purchased were “merchantable” within the meaning of FLA. STAT. § 672.314. However, the Chinese-made composite flooring products do not have the quality that a buyer would reasonably expect and were therefore not merchantable.

103. Armstrong’s Chinese-made composite flooring products (sold by Lowe’s) would not pass without objection in their trade (because the trade does not accept laminate flooring that emits such high levels of formaldehyde and, in California, that exceeds CARB), are not fit for the particular and/or ordinary purposes for which such goods are sold (because safety and compliance with applicable governmental regulations is part of ordinary fitness).

104. In addition, Armstrong and Lowe’s breached their implied warranties of merchantability to Plaintiffs and the other Class members because the Chinese-made flooring did not conform to the promises and affirmations of facts set forth on its container and label. As described above, the product packaging stated, “California 93120 Phase 2 Compliant

Formaldehyde.” The Chinese-made flooring did not meet CARB and all applicable statutes and regulations, as set forth on its container and label. As such, the products do not conform to the promises or affirmations of fact made on the container or label, in violation of FLA. STAT. § 672.314(2)(f).

105. Any attempts by Armstrong or Lowe’s to disclaim the implied warranty of merchantability is unenforceable, as the disclaimer did not expressly waive the implied warranty of merchantability and were not conspicuous as required by law, and were both procedurally and substantively unconscionable, rendering them unenforceable.

106. As a result, Plaintiffs and the Class members were injured through their purchase of non- merchantable products.

107. Under Florida’s implied warranty statute, other warranty statute throughout the country and the MMWA, Plaintiffs and Class members are entitled to damages and other legal and equitable relief, including, at their election, the purchase price of their Chinese-made composite flooring products, or the overpayment of amounts they paid for the products, along with consequential damages, including the cost necessarily incurred to install and then to remove the flooring products. Plaintiffs and Class members are entitled to costs and attorneys’ fees.

COUNT IV
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT (“MMWA”),
15 U.S.C. § 2301, *et seq.*, BREACH OF EXPRESS WARRANTY
(Against Armstrong by Plaintiffs, Nationwide Class, and Florida Class)

108. Plaintiffs re-allege and incorporate all preceding and subsequent factual allegations as if fully set forth herein.

109. Plaintiffs bring this claim on behalf of themselves and their respective classes.

110. The Chinese-made flooring is a consumer product as defined in 15 U.S.C. §

2301(1).

111. Armstrong is a supplier and a warrantor as defined in 15 U.S.C. § 2301(4) & (5).

112. The warranty that came with the products constitutes a “written warranty” under 15 U.S.C. § 2301(6)(A) and/or (B).

113. Plaintiffs and the other Class members are “consumers” as defined in 15 U.S.C. § 2301(3). They are consumers because: (a) they are buyers of a consumer product; (b) they are persons entitled under applicable state law to enforce against the warrantor the obligations of its implied warranty; and (c) they are entitled to enforce a written warranty.

114. Pursuant to 15 U.S.C. § 2310(e), the Plaintiffs and the other Class members are entitled to bring this class action and are not required to give Armstrong notice and opportunity to cure until such time as the Court determines the representative capacity of the Plaintiffs pursuant to Rule 23 of the Federal Rules of Civil Procedure.

115. Armstrong is liable to the Plaintiffs and the other Class members pursuant to 15 U.S.C. § 2310(d)(1), because it breached its written warranty. Specifically, it refused to honor the written warranty by refusing to properly repair or replace Plaintiffs’ and Class members’ defective Chinese-made flooring, as set forth above.

116. In connection with its sales of the Chinese-made flooring, Armstrong gave an implied warranty as defined in 15 U.S.C. § 2301(7); namely, the implied warranty of merchantability. As a part of the implied warranty of merchantability, Armstrong warranted that the Chinese-made flooring: (a) was fit for its ordinary purpose as safe flooring that complies with all applicable laws and regulations; (b) would pass without objection the trade under its contract description as flooring meeting CARB and all applicable statutes and regulations; (c) was adequately contained, packaged and labeled as the agreements required; and (d) conformed to the

promises and affirmations of fact regarding CARB and regulatory compliance as set forth on its container and label. Armstrong is liable to Plaintiffs and the Class pursuant to 15 U.S.C. § 2310(d)(1), because it breached the implied warranty of merchantability, as set forth above.

117. Pursuant to 15 U.S.C. § 2310(d)(1), Plaintiffs and the other Class members are entitled to recover the following damages proximately caused by Armstrong's breach of its written warranty and the implied warranty of merchantability: (1) direct economic damages at the point of sale in the amount of the difference in value between the value of the Chinese-made flooring as warranted (the full purchase price) and the value of the flooring as delivered (\$0); and (2) consequential economic damages at the point of repair in the form of the cost of repair and/or the cost of tearing out Armstrong's Chinese-made flooring and installing non-defective replacement flooring.

118. In addition, pursuant to 15 U.S.C. § 2310(d)(2), Plaintiffs and the other Class members are entitled to recover a sum equal to the aggregate amount of costs and expenses (including attorneys' fees based on actual time expended) determined by the Court to have been reasonably incurred by Plaintiff and the other Class members in connection with the commencement and prosecution of this action.

COUNT V
FRAUDULENT CONCEALMENT
(Against Armstrong by Plaintiffs, the Nationwide Class, and the Florida Class)

119. Plaintiffs incorporate by reference all of the above allegations as if fully set forth herein.

120. Plaintiffs bring this claim on their own behalf and on behalf of each member of the Classes described above.

121. Armstrong concealed and suppressed material facts concerning the content of

formaldehyde in its Chinese-made composite laminate flooring products.

122. Armstrong had a duty to disclose the true content of formaldehyde in its Chinese-made composite laminate flooring products because it was known and/or accessible only to itself and Lowe's, with their superior knowledge and access to the facts, and Armstrong knew it was not known to or reasonably discoverable by Plaintiffs and the Classes. These omitted and concealed facts were material because they directly impact the safety of the flooring products. Whether composite flooring was manufactured with levels of formaldehyde that can pose significant health risks is a material safety concern.

123. Armstrong actively concealed and/or suppressed these material facts, in whole or in part, to protect its profits, and did so at the expense of Plaintiffs and the Classes.

124. On information and belief, Armstrong has still not made full and adequate disclosure and continues to defraud Plaintiffs and the Classes and conceal material information regarding the levels of formaldehyde that exist in its Chinese-made composite laminate flooring products sold by Lowe's.

125. Because the omitted facts were material, Plaintiffs and all Class members are entitled to a presumption that they would have acted differently – not purchasing Armstrong's Chinese-made laminate flooring or paying less for it – if the true facts had been disclosed to them. And, in fact, Plaintiffs and the Classes were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts. Plaintiffs' and the Classes' actions were justified. Armstrong was in exclusive control of the material facts and such facts were not known to the public, Plaintiffs, or the Classes.

126. Because of the concealment and/or suppression of the facts, Plaintiffs and the Classes sustained damage because they purchased and retained flooring products that they would

not have purchased or installed in their homes had Armstrong timely disclosed the fact that the products were not compliant with CARB standards.

127. Armstrong's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and the Classes' rights and well-being to enrich itself. Armstrong's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT VI
NEGLIGENT MISREPRESENTATION
(Against Armstrong and Lowe's by Plaintiffs, the Nationwide Class, and the Florida Class)

128. Plaintiffs incorporate by reference all of the above allegations as if fully set forth herein.

129. Defendants made representations about its Chinese-made laminated flooring products that it did not have reasonable grounds to believe were true. These statements include, inter alia, that the products complied with CARB standards for formaldehyde. Defendants made these representations on their product boxes, on website, display shelves and in invoices.

130. Defendants' statements regarding its products meeting CARB standards for formaldehyde were false.

131. Defendant Armstrong had control over the Chinese mills that supplied its laminated flooring products, and had a duty to ensure that its products were in fact complying with the standards that both Defendants had represented to their customers the products met.

132. Plaintiffs were induced to purchase Armstrong's Chinese-made laminated flooring products from Lowe's as a result of both Defendants' negligent misrepresentations, and thereby suffered injury.

COUNT VII
NEGLIGENT SUPERVISION
(Against Armstrong and Lowe's by Plaintiffs, the Nationwide Class, and the Florida Class)

133. Plaintiffs re-allege and incorporate by reference the foregoing allegations as if fully set forth herein.

134. Per the ATCM, Defendants have a duty ensure that their laminate wood products meet all applicable formaldehyde standards. Doing so requires that Defendants monitor the practices employed by their respective manufacturing plants, suppliers and fabricators.

135. Defendants must undertake independent and reasonable efforts to ensure CARB compliance from manufacturer to fabricator and from retailer to consumer rather than simply assuming that their Chinese manufacturing plants are producing CARB compliant products.

136. Defendants, independently, have a duty to certify that their source manufacturing plant(s) are CARB compliant.

137. Defendants also have a duty to maintain records that demonstrate only certified, CARB compliant composite "core" panels are used in their finished products. Said duty includes the tracking of "core" materials from production start to finished product ready for consumer purchase.

138. Defendants breached their duties to supervise and properly monitor their manufacturing plants, fabricators and suppliers. Defendants breached their duty to exercise reasonably prudent precautions when importing and selling non CARB compliant products.

139. Defendant Armstrong failed to ensure the accuracy and trustworthiness of their statements of CARB compliance. Armstrong's failure to ensure the accuracy of said statements

resulted Plaintiffs purchasing formaldehyde contaminated products.

140. Defendant Lowe's failed to exercise reasonably prudent precautions to ensure that Armstrong's statements of CARB compliance were in fact accurate and trustworthy. By failing to do so, Lowe's offered for sale Armstrong's formaldehyde non-CARB complaint products to Plaintiffs and the public.

141. Defendant Armstrong failed to maintain proper recordkeeping concerning the manufacturers' compliance practices and reporting integrity. By failing to do so, Defendant offered formaldehyde contaminated products to retailers, Plaintiffs and the general public.

142. Defendant Lowe's failed to maintain proper recordkeeping concerning the manufacturers' and fabricators' compliance practices and reporting integrity. By failing to do so, Defendant offered formaldehyde contaminated products to Plaintiffs and the general public.

143. Plaintiffs unwittingly purchased Armstrong's products from Lowe's as a result of both Defendants' failure to independently test, monitor, supervise, record keep, and verify their manufacturer's practices and certification results, and thereby suffered injury.

**COUNT VIII
DECLARATORY RELIEF
(Against Armstrong and Lowe's by Plaintiffs, the Nationwide Class, and the Florida Class)**

144. Plaintiffs re-allege and incorporate by reference the foregoing allegations as if set fully herein.

145. Plaintiffs, on behalf of themselves and all others similarly situated, contend that Defendants' sale of composite laminate flooring products do not comply with the CARB standards. On information and belief, Defendants contend that their sale of laminate wood flooring products comply with the CARB standards.

146. A judicial declaration is necessary and appropriate at this time in order that each of

the parties may know their respective rights and duties and act accordingly.

147. Specifically, Plaintiffs seek injunctive relief, including but not limited to: a Court-appointed neutral to oversee Defendants' implementation of thorough oversight of all of its Chinese-manufactured products containing formaldehyde; the provision of Defendant-provided health care screening for Plaintiffs and Class members exposed to unsafe levels of formaldehyde for a period of at least ten years; the provision of Defendants informing Plaintiffs, Class members, and the general public about their risk of exposure; and the provision of Defendants removing its confusing, misleading, and false claims about CARB regulatory compliance from its marketing, advertising, and labeling of its products;

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all Class members, seek the following relief against Defendants:

- a. An order certifying this action as a class action under Fed. R. Civ. P. 23(b)(2) or (3), defining the Classes as requested herein, appointing the undersigned as Class counsel, and finding that Plaintiffs are proper representatives of the respective Classes;
- b. Restitution of all money and/or property that Plaintiffs and Class members provided to either or both Defendants for the purchase and installation of Defendant's Chinese-made composite laminate flooring products;
- c. Damages in an amount to be determined at trial for damages, including actual, compensatory, and consequential damages incurred by Plaintiffs and Class members;
- d. Punitive damages where allowable by law;
- e. An award to Plaintiffs and Class members of reasonable attorneys' fees and

costs;

- f. Injunctive relief prohibiting Defendants from continuing to advertise and market composite laminate flooring products that are labeled as CARB compliant when in fact they are not, and an Order directing Defendants to warn past purchasers of the subject product; and,
- g. An award of such other and further relief as this Court may deem appropriate.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial by jury on all issues so triable.

DATED: May 6, 2016

/s/ Anthony Garcia

ANTHONY GARCIA [FSB-106909]

AG LAW, P.A.

742 S. Village circle

Tampa, FL 33606

T: 813-259-9555 / F: 813-254-9555

Anthony@Aglawinc.com

W. Daniel "Dee" Miles, III (to be admitted *pro hac vice*)

H. Clay Barnett, III (to be admitted *pro hac vice*)

Archie I. Grubb (to be admitted *pro hac vice*)

Andrew E. Brashier (to be admitted *pro hac vice*)

BEASLEY, ALLEN, CROW,
METHVIN, PORTIS & MILES, P.C.

272 Commerce Street

Montgomery, Alabama 36104

T: (334) 269-2343 / F: (334) 954-7555

Dee.Miles@Beasleyallen.com

Clay.Barnett@BeasleyAllen.com

Archie.Grubb@Beasleyallen.com

Andrew.Brashier@BeasleyAllen.com

Defendants to be served at the following:

Armstrong World Industries, Inc.
c/o Corporation Service Company
2595 Interstate Drive, Suite 103
Harrisburg, PA 17110

Armstrong Flooring, Inc.
c/o Corporation Service Company
2595 Interstate Drive, Suite 103
Harrisburg, PA 17110

Lowes Companies, Inc.
Corporation Service Company
327 Hillsborough Street
Raleigh, NC 27603

Lowes Home Centers, LLC
c/o Corporation Service Company
327 Hillsborough Street
Raleigh, NC 27603

EXHIBIT A



March, 2015

Subject: Armstrong Engineered and Laminate Flooring; Product Compliance (per CARB ATCM on Formaldehyde Emissions from Composite Wood Products)

Armstrong is committed to providing the best quality, safest products to our customers every day. Below is information outlining Armstrong's engineered wood and laminate flooring products' compliance per the California Air Resources Board ATCM on Formaldehyde Emissions from Composite Wood Products. This includes all brands / collections, manufacturing locations, and includes all products sold in the United States. All Armstrong products currently being produced are CARB Phase II compliant and are labeled as compliant as required by the CARB regulation.

Below is information regarding the certification and management systems in place to ensure that all Armstrong products sold meet the formaldehyde emissions requirements.

Armstrong Engineered Wood Flooring: Domestic Production

- All Armstrong domestic engineered wood flooring products meet the CARB Phase II emissions limits for HWPW which requires panel emissions of <0.05 ppm when tested in accordance with the ASTM E1333-96 test method. Armstrong's domestic plants produce their own HWPW and are regulated as a manufacturer under the regulation. Products are certified by the Hardwood Plywood Veneer Association under the agency's third party certification program to ensure compliance with CARB Phase II.

Armstrong Engineered Wood Flooring: Non-Domestic Production

- All imported Armstrong engineered wood flooring products meet the CARB Phase II emissions limits for HWPW which requires panel emissions of <0.05 ppm when tested in accordance with the ASTM E1333-96 test method. These facilities purchase their HWPW and are therefore regulated as a fabricator under the regulation. All HWPW suppliers to Armstrong are certified by a Third Party Certifier approved by California Air Resources Board to ensure compliance with CARB Phase II.

Armstrong Laminate Flooring

- All Armstrong laminate flooring products meet the CARB Phase II emissions limits for MDF which requires panel emissions of <0.11 ppm when tested in accordance with the ASTM E1333-96 test method. Facilities manufacturing products for Armstrong purchase their MDF and are regulated as fabricators under the CARB regulation. All MDF suppliers to Armstrong are certified by a Third Party Certifier approved by California Air Resources Board to ensure compliance with CARB Phase II.

Armstrong Solid Wood Products

- Armstrong solid wood products do not contain formaldehyde-based resins in their construction and are not made from 'composite wood products' that are subject to CARB or other specific regulations on product emissions.

Respectfully,

A handwritten signature in black ink, appearing to read "J. Bondi", written over a horizontal line.

Joseph N. Bondi
Vice President, Armstrong Floor Products NA Residential

Armstrong World Industries
2500 Columbia Avenue, Lancaster, PA 17603

Inspiring Great Spaces™

717.397.0611 | www.armstrong.com



March 2, 2015

Dear Valued Customer,

I'm writing regarding the 60 Minutes piece last night involving Lumber Liquidators. We received several questions today about the story and wanted to provide you with important information about our laminate and engineered wood flooring products and our safety standards.

Armstrong sources laminate flooring from three suppliers. Our product specifications require adherence to all environmental, health and safety requirements, including formaldehyde emissions, of the U.S. federal government and, where applicable, state regulations such as the California Air Resources Board (CARB II). Our suppliers have their products tested at independent certified labs and then provide the test results to us on a regular basis. We only accept products that are certified to meet CARB requirements. In addition, on an annual basis, we randomly test our products at the Hardwood Products Veneer Association (HPVA) lab in Virginia for OSHA requirements.

As part of our commitment to product quality and safety, we will continue to conduct annual random testing to ensure the compliance of our products. Based on our testing practices, certification and specification requirements, and experience, our products meet or exceed all applicable formaldehyde standards, just as they always have.

I hope this information is helpful for you. For further detail, we've attached the product compliance sheet for Armstrong engineered wood and laminate flooring. We are committed to providing the best quality, safest products to our customers every day.

As always, thank you for your business.

Respectfully,

A handwritten signature in black ink, appearing to read "J. Bondi".

Joseph N. Bondi
Vice President, Armstrong Floor Products NA Residential

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Inspiring Great Spaces™

717.397.0611 | www.armstrong.com

EXHIBIT A



LOVE'S HOME
4780 COMMERCIAL
SPRING HILL, FL 34606 (352)

ORDER INFORMATION
TO OBTAIN A STATUS OF YOUR ORDER VISIT
WWW.LOVES.COM/STATUS

AFTER BEING NOTIFIED THAT THE PICKUP LATER ORDER IS
AVAILABLE, PLEASE COME TO THE CUSTOMER SERVICE DESK
TO PICK UP THE MERCHANDISE.

PI INFORMATION
TO ANDISE DESIGNA
CPI: IS RECEIPT, YOU HI
HOME CUSTOMER SERVICE DESK.

SALES#: S1605HE1 91640 TRANS#: 79175569 02-23-14

114729	HU1ST10W	59.92
	BH MOISTURE BARRIER 100 S	
	4 @ 14.	
EPIC	2R - LOVES # 1605	03/17/2014
30.00		187.20
	HDF LASE 445 3 1/4 X 5/8	
9.75	DISCOUNT EACH	-1.95
24 @	7.80	
EPICK UP LATER - LOVES # 1605 on 03/17/2014		
INVOICE 85416 SUBTOTAL:		247.12



- SALE -

SALES#: S1605HE1 916406 TRANS#: 79175569 02-23-14

417042	L306912D	1,367.76
	ARM HQ WOODLAND WALNUT 16	
	24 @ 56.99	
EPICK UP LATER - LOVES # 1605 on 03/17/2014		

PO #: 414623056
INVOICE 85417 SUBTOTAL: 1,367.76



69 02-23-14

EPICK UP LATER

LOVES # 1605

cc03

(-H016)

CCOB

PICK UP LATE

AROI

PO #: 414620057

INVOICE 85411 SUBTOTAL: 296.03



- SALE -

SALES#: S1605LF2 1837878 TRANS#: 7917569 02-20 4

348758 0.00 H

CR FINANCE OFFER APPLIC

INVOICE 10301 SUBTOTAL: 0



INVOICE 85416 SUBTOTAL: 247.12

INVOICE 85417 SUBTOTAL: 1 367.76

INVOICE 85418 SUBTOTAL: 296.03

INVOICE 10301 SUBTOTAL: 0.00

SUBTOTAL: 1,910.91

TAX: 124.21

BALANCE DUE: 2,035.12

LCC: 12

TOTAL DISCOUNT .80

HYLOH'S CARD NUMBER 3

CC:XXXXX XXXX877 AMOUNT INCD:000276

SUIPER CARD 540616050 02/23/14 12:13:26

SUIPER CARD SERIAL: 10 02/23/14 12:13:33

PLEASE PRINT YOUR NAME AND ADDRESS

NAME AND ADDRESS

NAME AND ADDRESS

NAME AND ADDRESS

DATE

NAME AND ADDRESS

NAME AND ADDRESS

YOUR

NAME AND ADDRESS

DATE

WITHIN ONE WEEK OF

DATE OF PURCHASE

NO PURCHASE NECESSARY

NO PURCHASE NECESSARY

EXHIBIT B

sustainable design

Laminate

Section I. Product Identification

Product Name: Armstrong® Flooring Products

Description: A rigid floor covering consisting of thin sheets of fibrous material, impregnated with melamine resins and pressed on a substrate. Four layers including high-performance, heat-fused laminate surface, decorative layer, high-density fiberboard core layer and laminate backing or balancing layer. The resulting composite structure is cut into pieces and is finished with tongue-and-groove joints along the edges, and suitable for use on all grade levels.

Section II. Environmental Policy

Armstrong Flooring is committed to systematically reducing our environmental footprint while providing innovative products and services that enable our customers to create sustainable indoor environments.

Section III. Certifications

Armstrong Laminate is manufactured in a facility that is certified as compliant with ISO 14001.

Section IV. LEED® Summary

This credit summary is for Armstrong Laminate. Listed below are the credits in LEED that are applicable to laminate flooring products.

Material and Resources

MR Credit 6: Rapidly Renewable Materials

All Laminate Products

MR Credit 4: Recycled Content

Commercial Laminate

PREMIUM & PREMIUM LUSTRE COLLECTIONS = 14% (eucalyptus)

Environmentally Preferred Products

MR Credit 2.2: LEED For Homes

100% of the flooring is hard surface

Indoor Environmental Quality

EQ Credit 4: Low Emitting Interiors

All laminate products



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All trademarks owned by AIAA Licensing Company FloorScore™ is a trademark of the Resilient Floor Covering Institute.
LEED® is a registered trademark of the United States Green Building Council.



sustainable design

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**PROUD TO SUPPORT
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LEED® is a registered trademark of the United States Green Building Council.



4/28/2016

Eco Friendly Laminate | Eco Friendly Flooring by Armstrong



Home > Flooring Products > Environmentally Friendly Laminate Products

Environmentally Friendly Laminate Products

Find out what we're doing to decrease our energy and resource use, while creating the stylish and durable floors you want for your home.

[OVERVIEW](#)
[LINOLEUM](#)
[LVT](#)
[VINYL](#)
[HARDWOOD](#)
[LAMINATE](#)
[USA MANUFACTURING](#)
[LEED® - HOMES](#)

INTERNET ARCHIVE
waybackmachine

<http://www.armstrong.com/flooring/eco-friendly-laminate-flooring.html>

Go

DEC JAN APR [Close](#)

11 captures

27 Jan 13 - 14 Sep 15

◀ 27 ▶
2012 2013 2014

[Help](#)



MR4.0 LEED rating system by containing a high percentage of rapidly renewable resources.

Two Armstrong Commercial Laminate collections – Armstrong Premium and Premium Lustre – contain 14% rapidly renewable resources in the form of eucalyptus and contribute to the MR4.0 LEED rating system.

[Sustainability Data Page for Laminate](#)

SUSTAINABILITY FEATURES

- Efficient manufacturing process, products sized to maximize board yield.
- Manufacturing process utilizes more of the tree vs. typical wood flooring manufacturing.
- Lock&Fold Installation – no adhesive required.
- Qualified as a low-emitting product.
- Meets the requirements of CA Section 01350 (CHPS).
- Manufactured in an ISO 14001-certified facility. ([an Environmental Management System](#))

AWARDS

BRAND LEADER

Builder
2012

Builder Magazine 2012 Brand Use Study, Laminate Flooring

- 1 Brand Familiarity: Armstrong
- #1 Brand Used Past Two Years: Armstrong
- #1 Brand Used Most: Armstrong
- #1 Quality: Armstrong



Green Building Council
Armstrong is a founding member of the U.S. Green Building Council.

[VIEW ARMSTRONG LAMINATE FLOORS](#)

4/28/2016

Eco Friendly Laminate | Eco Friendly Flooring by Armstrong



Home > Flooring Products > Environmentally Friendly Laminate Products

Environmentally Friendly Laminate Products

Find out what we're doing to decrease our energy and resource use, while creating the stylish and durable floors you want for your home.

OVERVIEW LINOLEUM LVT VINYL HARDWOOD LAMINATE USA MANUFACTURING LEED® - HOMES

INTERNET ARCHIVE
WaybackMachine

http://www.armstrong.com/flooring/eco-friendly-laminate-flooring.html

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27 Jan 13 - 14 Sep 15

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2012 2013 2014

Help



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Green Building Council
Armstrong is a founding member of the U.S. Green Building Council.

[VIEW ARMSTRONG LAMINATE FLOORS](#)

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Eco Friendly Laminate | Eco Friendly Flooring by Armstrong



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Help

Environmentally Friendly Laminate Products

Find out what we're doing to decrease our energy and resource use, while creating the stylish and durable floors you want for your home.

[OVERVIEW](#) [PRODUCTS](#) [USA MANUFACTURING](#) [COMMUNITY INVOLVEMENT](#) [LEED FOR HOMES®](#)



LAMINATE

All Armstrong laminate products contribute to the MR6.0 LEED rating system by containing a high percentage of rapidly renewable resources.

Two Armstrong Commercial Laminate collections – Armstrong Premium and Premium Lustre – contain 14% rapidly renewable resources in the form of eucalyptus and contribute to the MR4.0 LEED rating system.

[Sustainability Data Page for Laminate](#)

SUSTAINABILITY FEATURES

- Efficient manufacturing process, products sized to maximize board yield.
- Manufacturing process utilizes more of the tree vs. typical wood flooring manufacturing.
- Lock&Fold installation – no adhesive required.
- Qualified as a low-emitting product.
- All Laminate products are compliant with CDPH Standard Method V1.1 2010 and California Air Resources Board (CARB) Airborne Toxic Control Measure, EQ Credit 4: Low Emitting Interiors
- Manufactured in an ISO 140001-certified facility. ([an Environmental Management System](#))

AWARDS

BRAND LEADER

Builder
2012

Builder Magazine 2012 Brand Use Study, Laminate Flooring

- #1 Brand Familiarity: Armstrong
- #1 Brand Used Past Two Years: Armstrong
- #1 Brand Used Most: Armstrong
- #1 Quality: Armstrong



Green Building Council
Armstrong is a founding member of the U.S. Green Building Council.

[VIEW ARMSTRONG LAMINATE FLOORS](#)

4/28/2016

Eco Friendly Laminate | Eco Friendly Flooring by Armstrong



Home > Flooring Products > Environmentally Friendly Laminate Products

Environmentally Friendly Laminate Products

Find out what we're doing to decrease our energy and resource use, while creating the stylish and durable floors you want for your home.

OVERVIEW PRODUCTS USA MANUFACTURING COMMUNITY INVOLVEMENT LEED FOR HOMES®

LAMINATE

INTERNET ARCHIVE
WaybackMachine

<http://www.armstrong.com/flooring/eco-friendly-laminate-flooring.html>

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2012 2013 2014

Help



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VIEW ARMSTRONG LAMINATE FLOORS

EXHIBIT C

EXHIBIT A

secure, electronic
statements help protect
your identityhelp avoid late fees
with email alertshelp save \$-no
stamps or checksfast & easy account
managementreduce paper
waste

Go electronic!

Visit lowes.com/ebill to sign up today.

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Lowe's® Credit
Card AccountDIANE B PILKERTON
Account Number 822 2539 900187 1Visit us at www.lowes.com/credit
Customer Service: 1-800-444-1408

Summary of Account Activity	
Previous Balance	\$2,075.85
- Payments	\$100.00
- Other Credits	\$0.00
+ Purchases/Debits	\$529.35
+ Fees Charged	\$0.00
+ Interest Charged	\$43.78
New Balance	\$2,548.98
Credit Limit	\$5,000.00
Available Credit	\$2,451.00
Statement Closing Date	11/17/2014
Days in Billing Cycle	31

Payment Information		
New Balance		\$2,548.98
Total Minimum Payment Due		\$70.00
Payment Due Date		12/10/2014
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.00.		
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:		
If you make no additional charges using this card and each month you pay only the minimum payment	You will pay all the balance shown on this statement or about 14 years	And you will end up paying an estimated total of \$6,718.00
\$101.00	3 years	\$3,651.00 (Savings = \$3,067.00)
If you would like information about credit counseling services, call 1-877-302-8775.		

Promotional Expiration Notification

YOU HAVE A DEFERRED INTEREST PROMOTION(S) EXPIRING ON 05/18/15. YOU MUST PAY EACH DEFERRED INTEREST PROMOTIONAL BALANCE IN FULL BY ITS EXPIRATION DATE TO AVOID PAYING ACCRUED INTEREST CHARGES. PLEASE SEE THE PROMOTIONAL PURCHASE SUMMARY SECTION ON THIS STATEMENT FOR FURTHER DETAILS.

PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights Information and other Important Information.

7009

X50

1

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15

141117

PAGE 1 of 3

9294 0010 S001 01DN7009

Detach and mail this portion with your check. Do not include any correspondence with your check.



Account Number: 822 2539 900187 1

Total Minimum Payment Due	Payment Due Date	New Balance
\$70.00	12/10/2014	\$2,548.98

Payment Enclosed: \$
Please use blue or black ink.

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New address or email? Print changes on back.

DIANE B PILKERTON
10000 BALBOA BLVD

Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TTS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 865004, Orlando, FL 32865-5004. Please include your account number on any correspondence you send to us.

Notice: See below for your Billing Rights and other important information. Telephone about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965003, Orlando, FL 32896-5003.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. You may also choose not to have your payment collected electronically by sending your payment with the payment stub, in your own envelope — not the enclosed window envelope, addressed to: P.O. Box 860097, Orlando, FL 32888-0097 and not the Payment Address.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the following address:

Synchrony Bank
P.O. Box 965003, Orlando, FL 32896-5003

In your letter, give us the following information:

- Account information: Your name and account number.
- The date you received the statement.
- A description of the error.

Reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 965005, Orlando, FL 32896-5005. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other details on your account may be reflected in your credit report.

Account information: Your name and account number.
• **Dollar amount:** The dollar amount of the suspected error.
• **Description of Problem:** You think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.
You must contact us within 60 days after the error appeared on your statement.
You must notify us of any potential errors in writing. You may call us, but you do we are not required to investigate any potential errors and you may have to pay the amount in question.
While we investigate whether or not there has been an error, the following statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Method 2M (Average Daily Balance including current transactions): We figure the interest charge on your account by applying the periodic rate to the average daily balance of your account. To get the average daily balance we take the beginning balance of your account each day, which includes any unpaid interest charges from the previous billing cycle, add any new charges, and applicable fees and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance, which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

With your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchases.

To use this right, all of the following must be true

1. The purchases must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if you purchase services of your current mailing address, and the purchase price must have been based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit account are not eligible.

Use on this right, all of the following must be true

Monthly card 3D (Daily Balance excluding current transactions): We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add, do not add in any new charges. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. (The balance(s) shown in the interest charges section of the statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.) A separate daily balance will be calculated for each balance type on your account.

Method 5 (Average Daily Balance excluding current transactions and unpaid interest charges): We figure the interest charge on your account by applying the period rate to the "average daily balance" of your account. To get the "average daily balance," we take the beginning balance of your account each day, add applicable fees and subtract any payments, credits and unpaid interest charges from the previous billing cycle. We do not add in any new charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the interest charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type.

[illegible][illegible]

What To Do If You Think You Find A Mistake On Your Statement

In your letter, give us the following information:

• **Accurate information.** Your name and account number.
• **Dollar amount.** The dollar amount of the suspected error.
• **Description of problem.** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.
• **Response time.** You must contact us within 60 days after the error appeared on your statement.

• You must notify us of any potential errors in writing. You may call us, but you do not have to pay the amount in question.

While we investigate whether or not there has been an error, the following:

- We cannot try to collect the amount in question, or report you as

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the repayment of your balance.

• We can apply any unpaid amount against your credit limit. If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have filed in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount on the purchase.

To use this right, all of the following must be true:

- 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Whether or these are necessary if you purchase any goods or services on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.
4. If all of the criteria above are met, and you are still dissatisfied with the purchase, contact us in writing at 1-800-828-6886.

synchrotron Bank
O Box 965003 Orlando, FL 32896-5003
While we investigate, the same rules apply to the disputed amount
discussed above. After we finish our investigation, we will tell you our
decision. At that point, if we think you owe an amount and you do not pay we
may report you as delinquent.

Information about Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for late payment. Payments received after 5:00 p.m. (ET) on any day will be credited to your account by the next day. Credit to your account may be delayed up to five business days if payment (a) is not received at the Payment Address, (b) is made in U.S. dollars drawn on a U.S. financial institution located in the U.S., or (c) is made in U.S. dollars drawn on a non-U.S. financial institution located in the U.S.

[illegible]

Payments to Your Account: An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. It will be applied to your previous balance immediately upon receipt.

Payments: Payments are made or delivered to us at P.O. Box 665000, Orlando, FL 32286-5000.

Payments with other conditions or limitations: Payments must be made with other conditions or limitations.

Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 965004, Orlando, FL 32896-5004. Please include your account number on any correspondence you send to us.

Payments: Send payments to the address listed on the remittance portion of this statement or pay online.

Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965003, Orlando, FL 32896-5003.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope — not the enclosed window envelope, addressed to: P.O. Box 960097, Orlando, FL 32896-0097 and not the Payment Address.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the Billing Inquiries Address of:

Synchrony Bank

P.O. Box 965003, Orlando, FL 32896-5003

In your letter, give us the following information:

- **Account information:** Your name and account number
- **Dollar amount:** The dollar amount of the suspected error
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Synchrony Bank

P.O. Box 965003, Orlando, FL 32896-5003

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965003, Orlando, FL 32896-5003.

Credits To Your Account: An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports And Account Information: If you believe that we have

reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 965005, Orlando, FL 32896-5005. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Balance Subject To Interest Charge Calculation

Method 2D (Daily Balance method): We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Method 2M (Average Daily Balance including current transactions): We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, which includes any unpaid interest charges from the previous billing cycle, add any new charges, and applicable fees and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

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Method 5 (Average Daily Balance excluding current transactions and unpaid interest charges): We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add applicable fees and subtract any payments, credits and unpaid interest charges from the previous billing cycle. We do not add in any new charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

Method 6 (Average Daily Balance including current transactions and excluding unpaid interest charges): We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new charges and applicable fees and subtract any payments, credits and unpaid interest charges from the previous billing cycle. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

Bankruptcy Notice: If you file bankruptcy, you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965060, Orlando, FL 32896-5060.

Your account is owned and serviced by Synchrony Bank.

4566

NCR0457 7009 1006 T117 34 151116 PAGE 00003 OF 00009

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope — not the enclosed window envelope, addressed to: P.O. Box 965003, Orlando, FL 32896-0097 and not the Payment Address.

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Synchrony Bank

P.O. Box 965003, Orlando, FL 32896-5003

In your letter, give us the following information:

- **Account information:** Your name and account number.
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You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

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- We cannot try to collect the amount in question, or report you as delinquent on that amount.

• The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

• While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

- We can apply any unpaid amount against your credit limit.

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To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Synchrony Bank

P.O. Box 965003, Orlando, FL 32896-5003

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965003, Orlando, FL 32896-5003.

Credits To Your Account: An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Credit Reports And Account Information: If you believe that we have

reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 965005, Orlando, FL 32896-5005. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Balance Subject To Interest Charge Calculation

Method 2D (Daily Balance method): We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges, and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

Method 2M (Average Daily Balance including current transactions): We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, which includes any unpaid interest charges from the previous billing cycle, add any new charges, and applicable fees and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

Method 3D (Daily Balance excluding current transactions): We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any interest and applicable fees and subtract any payments or credits. We do not add in any new charges. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle. A separate daily balance will be calculated for each balance type on your account.

Method 5 (Average Daily Balance excluding current transactions and unpaid interest charges): We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add applicable fees and subtract any payments, credits and unpaid interest charges from the previous billing cycle. We do not add in any new charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

Method 8 (Average Daily Balance including current transactions and excluding unpaid interest charges): We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new charges and applicable fees and subtract any payments, credits and unpaid interest charges from the previous billing cycle. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance," which is the balance shown in the Interest Charges section of this statement. Any average daily balance of less than zero will be treated as zero. A separate average daily balance will be calculated for each balance type on your account.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965060, Orlando, FL 32896-5060.

Your account is owned and serviced by Synchrony Bank.

O1DN7009 - 1 - 06/19/14

This is an attempt to collect a debt and any information obtained will be used for that purpose.

*By providing a telephone number on your account, you consent to Synchrony Bank and any other owner or service of your account contacting you about your account, including using any contact information or cell phone numbers you provide, and you consent to the use of any automatic telephone dialing system and/or an artificial or prerecorded voice when contacting you, even if you are charged for the call under your phone plan.

For changes of address, phone number and/or email, please check the box and print the changes below.

Street

EXHIBIT A



18 MONTHS

SPECIAL FINANCING*

\$299 minimum purchase required.
Valid 11/27/14 - 12/31/16.

30% OFF

EVERY DAY



When you use your Lowe's Consumer Credit Card.

*See reverse side for details.

Promotional Purchase Summary

The terms that apply to your promotional purchase(s) are as follows: DEFERRED INTEREST: To avoid paying Accrued Interest Charges on a DEFERRED INTEREST promotion, you must pay at least your minimum payment due, if any, each month and the entire applicable Payoff Amount by the promotion Expiration Date. For each promotion, after a promotion ends or is terminated, non-promotional account terms will apply. To make more than one payment, you can pay online at the online address stated above or you can mail in your payment to the address on the remit stub. This address is also available from our automated customer service system.

Purchase Date	Purchase Amount	Promotion Type	Accrued INTEREST CHARGES	Billed INTEREST CHARGES	Payoff Amount	Expiration Date
11/12/2014	\$521.31	Reg Deferred Interest/With Pay	\$2.14	\$0.00	\$521.31	05/18/2015

Transaction Summary

Tran Date	Post Date	Reference Number/ Invoice Number	Description of Transaction or Credit	Amount
11/07	11/07		PAYMENT - THANK YOU SPRING HILL FL	(\$100.00)
11/12	11/12	10461	STORE 1605 SPRING HILL FL REG DEFERRED INTEREST/WITH PAY ARMSTRONG LAMINATE, UNDERLAYMENT READY-MIX GYPSUM COMPOUND RUST PREVENTATIVE FUNCTIONAL CABINET DOOR HARDWARE MORTARS, PROMO TILE	\$521.31
11/15	11/15	10363	STORE 1605 SPRING HILL FL -, RUST PREVENTATIVE PICTURE HANGERS AND WIRE PROMOTIONAL DISCOUNT FEES TOTAL FEES FOR THIS PERIOD	\$8.04 \$0.00
11/17	11/17		INTEREST CHARGED INTEREST CHARGE ON PURCHASES TOTAL INTEREST FOR THIS PERIOD	\$43.78 \$43.78

2014 Totals Year-to-Date	
Total Fees Charged in 2014	\$60.00
Total Interest Charged in 2014	\$1,046.90
Total Interest Paid in 2014	\$474.35

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge	Balance Method
Regular Purchases	NA	24.99%	\$2,062.48	\$43.78	2D
Reg Deferred Interest/With Pay	05/18/2015	24.99%	\$101.07	\$0.00	2D

Important Account Information

You may be offered one of the following promotions when you make a qualifying Lowe's credit card purchase: No Interest If Paid In Full within 6, 12, 18 or 24 months. Under each promotion, no interest will be assessed on the purchase if you pay the promotional purchase in full within the applicable promo period. If you do not, interest will be imposed on the purchase from the date of purchase at a rate of 24.99%. Minimum monthly payments required. Some or all of the minimum payment based on the promotional balance may be applied to other account balances. Offers subject to credit approval. Offers not available at all times for all purchases. Offer dates and other terms will be disclosed in promotional advertising. Regular account terms apply to non-promo purchases and, after promotion ends, to promo purchases. Cannot be combined with other credit related promotional offers.

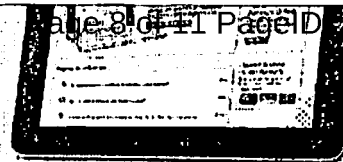
4566

NCR0457 7009 1006 7117 34 151116 PAGE 00006 OF 00009

Sign up for eBilltoday at Lowe.com/ebill

1. Log into account management
2. Select "Enroll" in "Electronic Statements" under "Statements"
3. Select "Enroll"

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**eBill is:**

Secure

Environmentally
Friendly

Convenient



Economical

Lowe's® Credit Card Account

DIANE B PILKERTON

Account Number 822 2539 900187 1

Visit us at www.lowes.com/credit
Customer Service: 1-800-444-1408

Summary of Account Activity	
Previous Balance	\$1,607.16
- Payments	\$100.00
- Other Credits	\$0.00
+ Purchases/Debits	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$33.23
New Balance	\$1,540.39
Credit Limit	\$5,200.00
Available Credit	\$3,659.00
Statement Closing Date	10/18/2015
Days in Billing Cycle	31

Payment Information		
New Balance	\$1,540.39	
Total Minimum Payment Due	\$49.00	
Payment Due Date	11/10/2015	
Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$35.00.		
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:		
If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on this statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	10 years	\$3,520.00
\$61.00	3 years	\$2,205.00 (Savings = \$1,315.00)
If you would like information about credit counseling services, call 1-877-302-8775.		

Transaction Summary				
Tran Date	Post Date	Reference Number/ Invoice Number	Description of Transaction or Credit	Amount
10/01	10/01		PAYMENT - THANK YOU	(\$100.00)
			FEES	
			TOTAL FEES FOR THIS PERIOD	\$0.00
			INTEREST CHARGED	
10/18	10/18		INTEREST CHARGE ON PURCHASES	\$33.23
(Continued on next page)				

PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights Information and other Important Information.

7009

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PAGE 1 of 3

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Detach and mail this portion with your check. Do not include any correspondence with your check.



Account Number: 822 2539 900187 1

Total Minimum Payment Due	Payment Due Date	New Balance
\$49.00	11/10/2015	\$1,540.39

Payment Enclosed: \$
Please use blue or black ink.

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New address or email? Print changes on back.



EXHIBIT B

High Gloss Laminate Planks

Planchas laminadas de alto brillo

Planches en stratifié brillant

- Lock&Fold® – fast and easy installation
- Underlayment pre-attached – sound reduction and underfoot comfort
- No acclimation needed – purchase it today, live on it tonight
- 12 mm thick – superior joint locking strength
- Lifetime limited residential/
10-Year light commercial warranty

- Lock&Fold® – installation rapide et facile
- Sous-tapis pré-fixé – réduction du bruit et confort sous les pieds
- Nul besoin d'accoutumance – achetez-le aujourd'hui, de phase là-dessus ce soir
- 12 mm d'épaisseur – force de blocage supérieure du joint supérieur
- Garantie limitée de à vie/Garantie limitée de 10 ans application commerciale légère

- Lock&Fold® – instalación fácil y rápida
- Base de piso pre-adherida – atenuación del sonido y comodidad bajo los pies
- No necesita aclimatación – cómprelo hoy, disfrútelo esta noche
- 12 mm de espesor – superior resistencia de agarre en las uniones
- Garantía limitada de por vida/Garantía limitada de 10 años para uso comercial ligero



Durable & Easy to Clean

Durable et facile à nettoyer

Duradero y fácil de limpiar



Care Instructions

For All Lock&Fold® Laminate Flooring Installations.

Routine Cleaning

- Vacuum using the wand attachment or use a dust mop. Follow with Armstrong® Hardwood & Laminate Floor Cleaner (S-302)® or Bruce® (W5109)®. Simply spray and mop!
- Do not use soap-based detergents or "mop and shine" products, as these may leave a dull film on your floor. Do not wax or polish your floor.
- Do not use abrasive cleaners, steel wool or scouring powder which can scratch your floor.
- Locking Laminate Flooring like other types of smooth floors, can become slippery when wet. Allow time for floor to dry after washing.
- Immediately wipe up wet areas from spills, foreign substances, or wet feet.

Tough Spots

- Remove tough spots like shoe polish, tar and asphalt driveway sealer with nail polish remover containing acetone®. Then wipe with a damp cloth.
- For other stains, please call our Customer Relations and Technical Services.

at 1 800 233 3823.

Protection

- Place a natural or colorfast mat at outside entrances to collect tracked-in dirt and absorb excess moisture.
- For added indentation resistance, use Armstrong floor protectors on chairs and other furniture. The heavier the item, the wider the floor protector should be.
- You may purchase Armstrong floor care products and floor protectors at your local flooring retailer.

Kitchen and High-Moisture Areas

For all installation systems, it is generally a good idea to use 100% silicone caulk in areas of rooms where excessive moisture may be present such as at kitchen sinks, dishwashers, icemakers and around pipes.

Full Bathroom Installations

Glue Installation System: 100% silicone caulk must be used around the entire perimeter and a 3/32" bead of glue on the top of the tongue only. Full bathroom installation for residential use

Lifetime Limited Warranty

What is Covered And For How Long?

Armstrong guarantees to the original purchaser that for the lifetime of your floor (up to 50 years from the date of original purchase), as long as you own your home and in a residential setting, your locking laminate floor:

- Will not stain.
- Will not fade from sunlight or artificial light.
- Will not show wear-through.
- Will be free from manufacturing defects.
- Will resist water damage caused by normal household spills and cleaning when our recommended cleaning practices are used.
- Will not unlock at the seams.

10-Year Light Commercial Warranty

Armstrong guarantees to the original purchaser that for 10 years from the date of original purchase, and in a light commercial indoor setting, your locking laminate floor:

What is Excluded From This Warranty?
ARMSTRONG EXCLUDES AND WILL NOT PAY INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER THIS WARRANTY, BY THIS WE MEAN ANY LOSS, EXPENSE OR DAMAGES OTHER THAN TO THE FLOORING ITSELF THAT MAY RESULT FROM A DEFECT IN THE FLOORING. NO IMPLIED WARRANTIES EXTEND BEYOND THE TERM OF THIS WRITTEN WARRANTY.

Please Note:

- Damage caused by pet urine which has not been promptly wiped up and removed.
- Planks coming apart at the seams because they have been engaged/ disengaged more than three (3) times.
- Damage caused by vacuum cleaner beater bars and hard or metal casters wheels.
- When vacuuming we recommend using the wand attachment on your vacuum.
- If rolling casters are used, we recommend only soft wheels that are wide enough to support the load.
- Planks coming apart at the seams because pipes or from natural disasters.
- Water damage from excessive moisture in a concrete slab, hydrostatic pressure, flooding caused by malfunctions from appliances such as dishwashers, ice makers, refrigerators, sinks, pipes or from natural disasters.
- Planks coming apart at the seams because they have been engaged/ disengaged more than three (3) times.
- Damage caused by vacuum cleaner beater bars and hard or metal casters wheels.
- When vacuuming we recommend using the wand attachment on your vacuum.
- If rolling casters are used, we recommend only soft wheels that are wide enough to support the load.
- Damage caused by pet urine which has not been promptly wiped up and removed.

What is Not Covered By This Warranty?

This warranty does not cover damage caused by: improper care and maintenance (see our Care Instructions).

Accidents, abuse, or misuse.

Abnormal wear and tear such as damage caused from spike heel shoes, insufficient protection from furniture, pebbles, sand and other abrasives.

Improper workmanship, or installation not in accordance with Armstrong's installation instructions.

Water damage from excessive moisture in a concrete slab, hydrostatic pressure, flooding caused by malfunctions from appliances such as dishwashers, ice makers, refrigerators, sinks, pipes or from natural disasters.

Planks coming apart at the seams because they have been engaged/ disengaged more than three (3) times.

Damage caused by vacuum cleaner beater bars and hard or metal casters wheels.

When vacuuming we recommend using the wand attachment on your vacuum.

If rolling casters are used, we recommend only soft wheels that are wide enough to support the load.

Damage caused by pet urine which has not been promptly wiped up and removed.

How Do I Get Service?

We want you to be happy with your Locking Laminate floor. If you're not, call your retail store. They can answer your questions and, if necessary, start to process a claim. If you have further questions, please call us at 1 800 233 3823.

Please keep your receipt.

Armstrong needs the receipt in order to verify date and proof of purchase to resolve any problems that may occur.

What is Not Covered By This Warranty?

This warranty does not cover damage caused by: improper care and maintenance (see our Care Instructions).

Accidents, abuse, or misuse.

Abnormal wear and tear such as damage caused from spike heel shoes, insufficient protection from furniture, pebbles, sand and other abrasives.

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When vacuuming we recommend using the wand attachment on your vacuum.

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When vacuuming we recommend using the wand attachment on your vacuum.

If rolling casters are used, we recommend only soft wheels that are wide enough to support the load.

Damage caused by pet urine which has not been promptly wiped up and removed.



Do not use soap-based detergents or "mop and shine" products, as these may leave a dull film on your floor. Do not wax or polish your floor.

- Do not use abrasive cleaners, steel wool or scouring powder, which can scratch your floor.
- Locking Laminate Flooring, like other types of smooth floors, can become slippery when wet. Allow time for floor to dry after washing. Immediately wipe up wet areas from spills, foreign substances, or wet feet.

Tough Spots

- Remove tough spots like shoe polish, tar and asphalt driveway sealer with nail polish remover containing acetone**. Then wipe with a damp cloth.
- For other stains, please call our Customer Relations and Technical Services, at **1 800 233 3823**.

Protection

- Place a natural or colorfast mat at outside entrances to collect tracked-in dirt and absorb excess moisture.
- For added indentation resistance, use Armstrong floor protectors on chairs and other furniture. The heavier the item, the wider the floor protector should be.
- You may purchase Armstrong floor care products and floor protectors at your local flooring retailer.

Kitchen and High-Moisture Areas

For all installation systems, it is generally a good idea to use 100% silicone caulk in areas of rooms where excessive moisture may be present such as at kitchen sinks, dishwashers, icemakers and around pipes.

Full Bathroom Installations

Glue Installation System: 100% silicone caulk must be used around the entire perimeter and a 3/32" bead of glue on the top of the tongue only. Full bathroom installation for residential use only.

Lifetime Limited Warranty Locking Laminate Floor

What Is Covered And For How Long?

Armstrong guarantees to the original purchaser that for the lifetime of your floor (up to 50 years from the date of original purchase), as long as you own your home and in a residential setting your locking laminate floor:

- Will not stain.
- Will not fade from sunlight or artificial light.
- Will not show wear-through.
- Will be free from manufacturing defects.
- Will resist water damage caused by normal household spills and cleaning when our recommended cleaning practices are used.
- Will not unlock at the seams.

10-Year Light Commercial Warranty

Armstrong guarantees to the original purchaser that, for 10 years from the date of original purchase, and in a light commercial indoor setting, your locking laminate floor: will not stain, fade from sunlight or artificial light, will not show wear and will be free from manufacturing defects, when installed and maintained in accordance with our recommended installation and maintenance guidelines. Mere reduction in gloss is not "wear."

What Will Armstrong Do If Any Of The Things Listed Above Happen?

If you make a claim and follow our service procedures within the first year after date of purchase:

Armstrong will provide materials either to repair or replace the defective area of the floor at our option.

the remaining warranty period of the product, up to 30 years after date of purchase. For example, for a product, which is covered by a 30 year warranty, Armstrong will pay 24/30th (or 80%) of the reasonable material costs on an approved claim submitted 6 years after the date of purchase.

NOTE: Any repair or replacement is limited to colors and styles of products available at the time of repair or replacement. If the original design is no longer available, Armstrong has the right to substitute another Armstrong design of similar value. The product must be of a similar structure and the customer may choose the design.

See www.armstrong.com for full warranty details.

How Do I Get Service?

We want you to be happy with your Locking Laminate floor. If you're not, call your retail store. They can answer your questions and, if necessary, start to process a claim. If you have further questions, please call us at **1 800 233 3823**.

Please keep your receipt. Armstrong needs the receipt in order to verify date and proof-of-purchase to resolve any problems that may occur.

What Is Not Covered By This Warranty?

This warranty does not cover damage caused by:

- Improper care and maintenance (see our Care Instructions).
- Accidents, abuse, or misuse.
- Abnormal wear and tear such as damage caused from spike heel shoes, insufficient protection from furniture, pebbles, sand and other abrasives.
- Improper workmanship, or installation not in accordance with Armstrong's installation instructions.
- Water damage from excessive moisture in a concrete slab, hydrostatic pressure, flooding caused by malfunctions from appliances such as dishwashers, ice makers, refrigerators, sinks, pipes or from natural disasters.
- Planks coming apart at the seams because they have been engaged/ disengaged more than three (3) times.
- Damage caused by vacuum cleaner beater bars and hard or metal caster wheels.
 - When vacuuming, we recommend using the wand attachment on your vacuum.
 - If rolling casters are used, we recommend only soft wheels that are wide enough to support the load.
- Damage caused by pet urine which has not been promptly wiped up and removed.

What Is Excluded From This Warranty?

ARMSTRONG EXCLUDES AND WILL NOT PAY INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER THIS WARRANTY. BY THIS WE MEAN ANY LOSS, EXPENSE, OR DAMAGES OTHER THAN TO THE FLOORING ITSELF THAT MAY RESULT FROM A DEFECT IN THE FLOORING. NO IMPLIED WARRANTIES EXTEND BEYOND THE TERM OF THIS WRITTEN WARRANTY.

Please Note:

Some jurisdictions do not allow exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

This warranty is effective February 1, 2011.

EXHIBIT D

4/28/2016

Eco Friendly Laminate | Eco Friendly Flooring by Armstrong



INTERVIEW ARCHIVE <http://www.armstrong.com/flooring/eco-friendly-laminate-flooring.html> Go FEB APR JUN Close

waybackmachine 11 captures 27 Jan 13 - 14 Sep 15 13 2012 2013 2014 Help

Environmentally Friendly Laminate Products

Find out what we're doing to decrease our energy and resource use, while creating the stylish and durable floors you want for your home.

[OVERVIEW](#) [PRODUCTS](#) [USA MANUFACTURING](#) [COMMUNITY INVOLVEMENT](#) [LEED FOR HOMES®](#)



LAMINATE

All Armstrong laminate products contribute to the MR6.0 LEED rating system by containing a high percentage of rapidly renewable resources.

Two Armstrong Commercial Laminate collections – Armstrong Premium and Premium Lustre – contain 14% rapidly renewable resources in the form of eucalyptus and contribute to the MR4.0 LEED rating system.

[Sustainability Data Page for Laminate](#)

SUSTAINABILITY FEATURES

- Efficient manufacturing process, products sized to maximize board yield.
- Manufacturing process utilizes more of the tree vs. typical wood flooring manufacturing.
- Lock&Fold Installation – no adhesive required.
- Qualified as a low-emitting product.
- All Laminate products are compliant with CDPH Standard Method V1.1 2010 and California Air Resources Board (CARB) Airborne Toxic Control Measure, EQ Credit 4: Low Emitting Interiors
- Manufactured in an ISO 14001-certified facility. [\(an Environmental Management System\)](#)

AWARDS

BRAND LEADER

Builder

2012

Builder Magazine 2012 Brand Use Study. Laminate Flooring

- 1 Brand Familiarity: Armstrong
- #1 Brand Used Past Two Years: Armstrong
- #1 Brand Used Most: Armstrong
- #1 Quality: Armstrong



Green Building Council
Armstrong is a founding member of the U.S. Green Building Council.

[VIEW ARMSTRONG LAMINATE FLOORS](#)

4/28/2016

Eco Friendly Laminate | Eco Friendly Flooring by Armstrong



Home > Flooring Products > Environmentally Friendly Laminate Products

Environmentally Friendly Laminate Products

Find out what we're doing to decrease our energy and resource use, while creating the stylish and durable floors you want for your home.

[OVERVIEW](#)
[PRODUCTS](#)
[USA MANUFACTURING](#)
[COMMUNITY INVOLVEMENT](#)
[LEED FOR HOMES®](#)

LAMINATE

INTERNET ARCHIVE
waybackmachine

11 captures
27 Jan 13 - 14 Sep 15

http://www.armstrong.com/flooring/eco-friendly-laminate-flooring.html

Go

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2012 2013 2014

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Close

Help



Armstrong Premium and Premium Lustre – contain 14% rapidly renewable resources in the form of eucalyptus and contribute to the MR4.0 LEED rating system.

[Sustainability Data Page for Laminate](#)

SUSTAINABILITY FEATURES

- Efficient manufacturing process, products sized to maximize board yield.
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- Manufactured in an ISO 140001-certified facility. ([an Environmental Management System](#))

AWARDS

BRAND LEADER
Builder
2012

Builder Magazine 2012 Brand Use Study. Laminate Flooring

- 1 Brand Familiarity: Armstrong
- #1 Brand Used Past Two Years: Armstrong
- #1 Brand Used Most: Armstrong
- #1 Quality: Armstrong



Green Building Council
Armstrong is a founding member of the U.S. Green Building Council.

[VIEW ARMSTRONG LAMINATE FLOORS](#)

4/28/2016

Eco Friendly Laminate | Eco Friendly Flooring by Armstrong



INTERVIEW ARCHIVE <http://www.armstrong.com/flooring/eco-friendly-laminate-flooring.html> Go JUN OCT MAR Close

WaybackMachine 11 captures 27 Jan 13 - 14 Sep 15 2013 2014 2015 Help

Environmentally Friendly Laminate Products

Find out what we're doing to decrease our energy and resource use, while creating the stylish and durable floors you want for your home.

[OVERVIEW](#) [PRODUCTS](#) [USA MANUFACTURING](#) [COMMUNITY INVOLVEMENT](#) [LEED FOR HOMES®](#)



LAMINATE

All Armstrong laminate products contribute to the MR6.0 LEED rating system by containing a high percentage of rapidly renewable resources.

Two Armstrong Commercial Laminate collections – Armstrong Premium and Premium Lustre – contain 14% rapidly renewable resources in the form of eucalyptus and contribute to the MR4.0 LEED rating system.

[Sustainability Data Page for Laminate](#)

SUSTAINABILITY FEATURES

- Efficient manufacturing process, products sized to maximize board yield.
- Manufacturing process utilizes more of the tree vs. typical wood flooring manufacturing.
- Lock&Fold installation – no adhesive required.
- Qualified as a low-emitting product.
- All Laminate products are compliant with CDPH Standard Method V1.1 2010 and California Air Resources Board (CARB) Airborne Toxic Control Measure, EQ Credit 4: Low Emitting Interiors
- Manufactured in an ISO 14001-certified facility. ([an Environmental Management System](#))

AWARDS

BRAND LEADER
Builder
2015

Builder Magazine 2014 Brand Use Study, Laminate Flooring

[Armstrong Ad in Builder Magazine - April 2014](#)



Green Building Council
Armstrong is a founding member of the U.S. Green Building Council.

[VIEW ARMSTRONG LAMINATE FLOORS](#)

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

WILLIAM WOODWORTH AND DIANE PILKERTON and all others similarly situated

DEFENDANTS

ARMSTRONG WORLD INDUSTRIES, INC. ARMSTRONG FLOORING, INC., LOWE'S COMPANIES, INC. AND LOWE'S HOME CENTERS, LLC

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

County of Residence of First Listed Defendant LANCASTER COUNTY
(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)

BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, PC, PO BOX 4160, MONTGOMERY, AL 36103; PH: 334 269 2343 (PHV PENDING)
AG LAW, PA, 742 S. VILLAGE C., TAMPA, FL 33606 813 259 9555

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)

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (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	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input checked="" type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<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 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 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<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 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 <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 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	PRISONER PETITIONS 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	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609		

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

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

VI. CAUSE OF ACTION

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

Brief description of cause:

DECEPTIVE AND UNFAIR TRADE PRACTICE RELATED TO LAMINATED FLOORING

VII. REQUESTED IN COMPLAINT:

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

DEMAND \$
5,000,000.00

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

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE
05/06/2016

SIGNATURE OF ATTORNEY OF RECORD

William Crow

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE