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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

DEBBIE GARRITY, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

LUMBAR LIQUIDATORS, INC., a
Delaware corporation,

Defendant.

Case No.

**CLASS ACTION COMPLAINT
FOR DAMAGES AND
INJUNCTIVE RELIEF**

DEMAND FOR JURY TRIAL

Plaintiff Debbie Garrity (“Plaintiff”), individually and on behalf of all other persons similarly situated, by their undersigned attorneys, allege the following based upon personal knowledge as to themselves and their own acts, and information and belief as to all other matters based upon the investigation conducted by and through their attorneys, which include, among other things, review and analysis of Lumber Liquidators Holdings, Inc.’s public documents, Securities and Exchange Commission (“SEC”) filings, web sites, announcements,

1 analysts' reports and investigative journalist reports. Plaintiff believes that
2 substantial evidentiary support will exist for the allegations set forth herein after
3 reasonable opportunity for discovery.

4 INTRODUCTION

5
6 1. This is a breach of warranty, fraudulent omission/concealment, and
7 federal and state statutory class action on behalf of a class consisting of all persons
8 who reside in United States who purchased from Lumber Liquidators, Inc.
9 ("Lumber Liquidators," "the Company," or "Defendant") laminate flooring
10 products manufactured in China under the private-label "Dream Home" brand (the
11 "Laminates") concerning Plaintiff's Third Cause of Action, or alternatively on
12 behalf of a class of all persons who reside in Washington for all claims for relief,
13 seeking to recover damages caused by the Company's failure to deliver durable
14 flooring that complied with the specified industry standard contained in the product
15 description. These products are not durable as represented, and are not
16 merchantable for general household use because they do not meet the claimed
17 industry standard. Lumber Liquidators' failure to disclose that the Laminates were
18 substandard and defective caused Plaintiff and the proposed class to overpay for
19 the subject flooring.
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22 2. Lumber Liquidators is one of the largest specialty retailers of
23 hardwood flooring and laminates in the United States. The Company sells directly
24

1 to homeowners or to contractors acting on behalf of homeowners through its
2 network of approximately 300 retail stores in 46 states, including Washington.

3 **GENERALIZED FACTUAL ALLEGATIONS**

4
5 3. Prior to Plaintiff's purchase, Lumber Liquidators extensively
6 advertised and marketed the Laminates as compliant with an established European
7 abrasion criteria or class, "AC3," the primary industry standard for durability of
8 laminate flooring. However, the Laminates are not AC3-compliant or durable.

9 4. An AC3-rated laminate is considered in the industry as suitable for
10 general household use, including high traffic areas such as hallways and kitchens.

11 5. Lumber Liquidators, on its website, describes the suitability of AC3-
12 rated laminates as "Residential, Heavy Traffic: Suitable for all areas."

13 6. In the United States, laminates with less than an AC3 rating are not
14 considered suitable for general household use.

15 7. Plaintiff sought, intended, was informed and led to believe that he was
16 buying, and intended to buy, laminate flooring suitable for general household use.

17 8. The "Dream Home" brand is a private-label brand owned, marketed,
18 and sold exclusively by Lumber Liquidators. The Dream Home brand includes the
19 St. James, Ispiri, Kensington Manor, and Nirvana flooring lines.

20 9. From time to time Lumber Liquidators has sourced laminates under
21 the "Dream Home" brand from plants located in different countries, including the
22

1 United States. The Laminates that are the subject to this action are limited to
2 Lumber Liquidators' Chinese-manufactured laminates.

3 10. Plaintiff purchased the Laminates through one of Lumber Liquidators'
4 company-owned retail outlets, based upon express representations of the
5 Laminates' durability and AC3 rating, made not only by Lumber Liquidators on its
6 website product pages for each of the Laminates, but also based upon express oral
7 representations by Lumber Liquidators store manager and sales staff that the
8 Laminates were "very durable," "extremely durable," "scratch resistant," and
9 "harder than hardwood."
10

11 11. Many putative Class Members had, before purchase of the Laminates,
12 specific concerns regarding the susceptibility of laminate flooring to scratching
13 from the claws of their pets. Lumber Liquidators told them that they had nothing
14 to worry about: that the Laminates would stand up to pets, as attested to in video
15 posted on its website focused on this very concern.
16

17 12. Lumber Liquidators has promoted the Laminates through its in-store
18 management and sales staff, who are trained based upon—and are encouraged to
19 consult and repeat—the product specifications, features, and supposed
20 "advantages" described on product pages for each of the Laminates on the Lumber
21 Liquidators web site. Each of the individual Laminates' product pages describe the
22 Laminate as meeting the industry AC3 standard.
23

1 13. The AC3 standard that Lumber Liquidators claims that its Laminates
2 adhere to is the primary basis upon which:

3 a. Its in-store sales staff represents that the Laminates are
4 “durable,” “very durable,” “extremely durable,” “scratch resistant,” and
5 “harder than hardwood”;

6 b. Its Laminates “landing page” on its website (from which the
7 consumer can select model-specific web pages containing detailed
8 descriptions of each model) have represented that the Laminates are each
9 “very durable” and “very scratch resistant”; and
10

11 c. Lumber Liquidators claims, in its Limited Warranties, that the
12 Laminates each meet the “industries highest standards.”
13

14 14. Despite Defendant’s pervasive representations, the Laminates are not
15 AC3 compliant and not durable, as revealed by extensive recent product testing as
16 part of the investigation leading to this action.

17 15. The failure of the Laminates to meet the industry AC3 standard as
18 claimed leads to a host of problems for consumers and Plaintiff as set forth below,
19 including but not limited to:

20 a. Visible and unsightly scratching in normal everyday use,
21 including but not limited to pet traffic;
22
23
24

1 b. Wear patterns that expose and deteriorate the photographic
2 paper layer of the laminate that is supposed to be protected by the wear layer
3 for twenty five to thirty years;

4 c. Chipping;

5 d. Fading;

6 e. Warping; and

7 f. Staining.

8
9 **The Laminates Are Substantially Similar Products**

10 16. Laminate flooring is considered in the industry and by financial
11 analysts as a commodity product, in the sense that its construction is relatively
12 uniform across brands and models, with each seller competing largely on the basis
13 of price.

14
15 17. As set forth in greater detail below, the Laminates comprise a single
16 product, which are substantially similar in every way material to the claims
17 presented herein. The differences among each model of the Laminates are
18 primarily cosmetic—designed to meet varying interior decoration preferences of
19 consumers (including color, style of wood grain image, board width, etc.).

20
21 18. Typically, laminate flooring sold at retail for residential use is
22 constructed using four basic layers:

1 a. The bottom backing layer (balancing layer) to create a stable
2 and level support for the rest of the plank;

3 b. On top of the backing layer is a medium density or high density
4 fiberboard core, which are frequently referred to in the industry
5 interchangeably as MDF or HDF cores;

6
7 c. On top of the core is a decorative layer (photograph paper) of
8 wood grain or other pattern; and

9 d. The transparent top layer of a melamine resin, the wear layer,
10 provides protection against wear, scratching, staining, and fading.

11
12 19. The laminate floor is created when the four layers are pressed together
13 under pressure and heat. The sheets are then cut into individual planks and
14 frequently have tongue and groove edges cut into them.¹

15 20. An image found on Lumber Liquidators' website confirms that the
16 Laminates are substantially similar:

17 ///

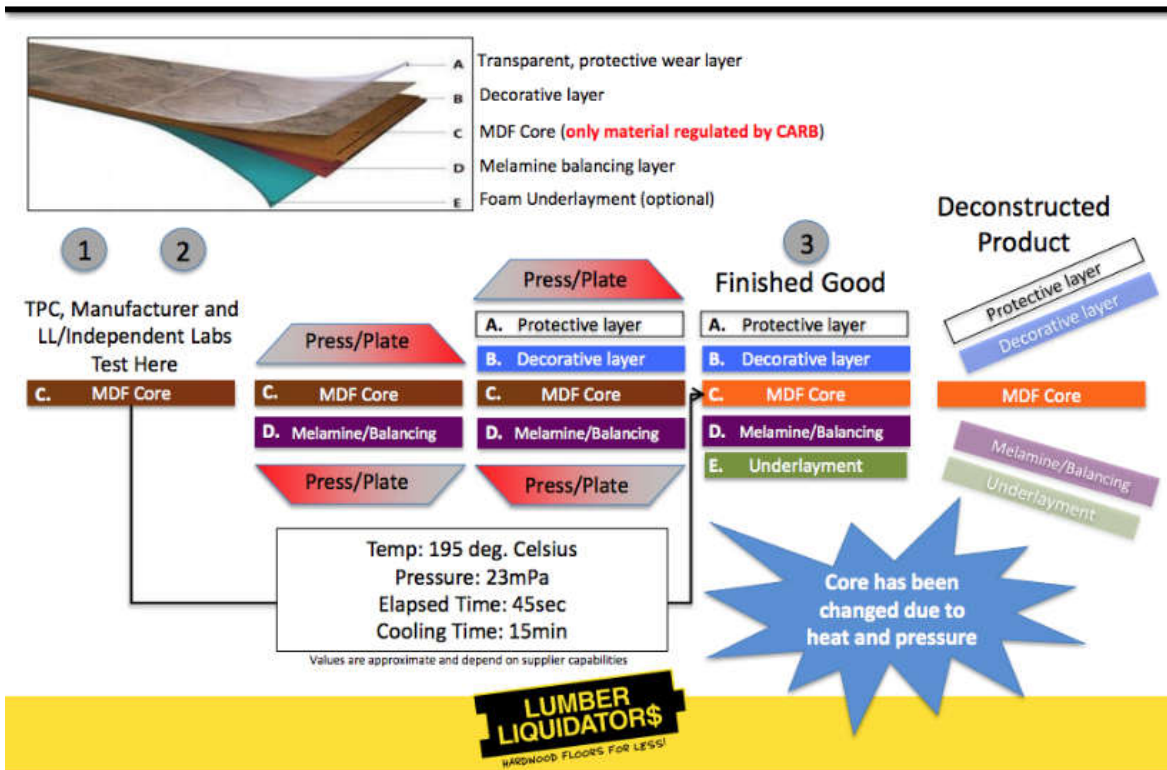
18 ///

19 ///

20 ///

21
22 ¹ Laminate flooring is frequently installed on underlayment material to
23 improve sound or moisture performance, and occasionally such underlayment is
24 pre-glued to the backing layer for convenience.

Fabrication Changes The Core



This image was created by Lumber Liquidators to advance its position that its Chinese-manufactured laminates (the same products as the Laminates) do not violate California Air Resources Board regulations for formaldehyde. The fact that the Company is able to describe the construction and manufacturing process for each of the Laminates in a single image demonstrates that the Laminates are substantially similar products.

21. The Laminates are distinguished primarily based upon aesthetic considerations having to do with the color and wood grain depiction of the

1 decorative layer, the gloss, the width of the boards, and other variables (including
2 thickness) which do not materially affect the durability of the various Laminates.

3 **“Durability” And Similar Descriptions Are Based On The AC3 Rating**

4 22. Whether or not a laminate meets the AC3 standard is dependent upon
5 the thickness, uniformity, and composition of the top wear layer.

6 23. In the residential laminate flooring industry, AC rating is closely
7 associated with “durability.”

8 24. An example is Pergo. Pergo is the most prominent brand of laminate
9 flooring sold in the United States. On its website, www.pergo.com, under the tab
10 “Information & Help” and the pick list “FAQs” for the question “How is Pergo
11 laminate flooring constructed?” is explained:
12

13
14 The first component is our patented ScratchGuard Advanced
15 surface protection, which is comprised of a melamine resin enriched
16 with aluminum oxide particles for enhanced scratch and scuff
17 protection. In our most premium performance floors, ScratchGuard
18 Advanced is combined with our innovative PermaMax™ wear layer
19 to create a highly durable and wear-resistant surface that provides
20 twice the wear and twice the durability* versus ordinary laminates.

21 The asterisk next to “durability” in the above quote references the following
22 note:

23 “*Wear Claim compared to standard AC-3 laminate flooring
24 and measured in accordance with NALFA/ANSI LF-01 2011 and/or
EN 13329:2006+A1:2008.”²

² https://na.pergo.com/Care_Maintenance/faq (visited March 1, 2016).

1 25. The term “durable” when used in the retail residential laminate
2 flooring industry is a reference to—and evaluated by—the relative AC rating of the
3 laminate flooring product.

4 26. “Durable” in used in the retail residential wood laminate flooring
5 industry means an AC rating of at least AC3.
6

7 27. The term “premium” when used in the retail residential laminate
8 flooring industry is a reference to—and evaluated by—the relative AC rating of the
9 laminate flooring product.

10 28. “Premium” as used in this industry means an AC rating of at least
11 AC3.
12

13 29. Lumber Liquidators itself equates its laminates’ AC rating with their
14 durability. On a webpage published by Defendant on its website no later than
15 May 7, 2013, at <http://www.lumberliquidators.com/blog/whats-an-ac-rating>,
16 Lumber Liquidators states (emphasis added):
17

18 Considering some new laminate thanks to your coupon? You
19 may think the thicker the laminate the better, and the longer the
20 warranty the longer it will last! That isn’t always the case, though.
21 **So how do you know which laminate will last in your home (or**
22 **commercial space)? Luckily, the European Producers of Laminate**
23 **Flooring (EPLF) developed the Abrasion Rating System to give us**
24 **a way of determining durability and recommended usage level of**
different laminate floors. The common term used to denote the
durability of laminate flooring is the Abrasion Criteria or “AC”
rating.

1 **So, what exactly do AC ratings tell us? They represent a**
2 **laminate's resistance to abrasion, impact, stains and cigarette**
3 **burns. AC ratings also indicate that the product has been tested**
4 **for the effects of furniture legs, castors, and swelling along its**
5 **edges.** When a laminate flooring product has a rating, then it has
6 passed all of the test criteria. Failing just one test will disqualify a
7 product.

8 The AC rating levels are designated AC1 through AC5, **each**
9 **reflecting the product's application and durability.**

10 • • •

11 **An AC3 for residential use is perfectly adequate. Typically the**
12 **higher the laminate flooring rating, the higher the price may be.**

13 30. Accordingly, when sellers of residential laminate flooring in the
14 United States refer to a laminate product as “durable,” “very durable,” “scratch
15 resistant,” “harder than hardwood,” or “premium,” such representation constitutes
16 a representation that the subject laminate meets at least the AC3 durability
17 standard.

18 31. Additionally, when Lumber Liquidators made express representations
19 regarding the durability and scratch resistance and premium quality of the
20 Laminates on its website, and when it trained its retail store managers and sales
21 staff to describe the Laminates to shoppers as “durable,” “very durable,” “scratch
22 resistant,” “would not scratch,” “would not scratch from pet nails,” “harder than
23 hardwood,” “just as durable as hardwood,” and like representations, it did so

1 based upon its claim that the product met the AC3 industry standard for durability,
2 including wear resistance.

3 **General Residential Laminate Flooring Must Be AC3 Or Better to Be**
4 **Merchantable**

5 32. Lumber Liquidators' primary competition in the residential flooring
6 market, and in particular the market for laminate flooring, have for many years
7 been the "big box" stores Lowe's and Home Depot.

8 33. Lowe's and Home Depot, as well as smaller independent flooring
9 retailers, sell non-private-label laminate flooring in addition to any private-label
10 laminate that they sell. The following branded laminate flooring manufacturers
11 each specify a minimum rating of AC3 for the U.S. market: Pergo, Bruce
12 Laminate, Armstrong Laminate, QuickStep Laminate, and Alloc Laminate.

13 34. Major retail sellers of residential laminate flooring in the United
14 States—including Lumber Liquidators, Lowe's, and Home Depot—have settled on
15 AC3 as the suitable minimum product standard in terms of durability for general
16 use residential flooring.
17

18 35. Lowe's does not offer any laminate flooring with a durability rating
19 less than AC3 on its website or in its stores.
20

21 36. Home Depot's website offers some 291 laminate flooring models in
22 its "residential" or "commercial-residential" lines, all of which have a rating of
23

1 AC3 or higher. Home Depot's website offers no laminate flooring with a durability
2 rating under AC3.³

3 37. In the market for laminate flooring in the United States, in order for
4 laminate residential flooring to pass without objection in the trade for general
5 residential use (including hallways and kitchens), a laminate must meet at least the
6 AC3 durability standard.
7

8 **Lumber Liquidators' Responsibility for Marketing Defective Laminates**

9 38. In January 2011, Lumber Liquidators, whose stock is publically
10 traded, under the direction of founder, Thomas D. Sullivan, hired Robert M. Lynch
11 as President and Chief Executive Officer. Lynch brought with him to Lumber
12 Liquidators William K. Schlegel as the new Chief Merchandising Officer for the
13 Company.
14

15 39. Between February 22, 2012, and February 27, 2015, these officers and
16 Chief Financial Officer Daniel Terrell reported record gross margins which were
17 significantly higher than its major competitors (Home Depot and Lowe's).
18 Through these officers Lumber Liquidators misrepresented that the major driver of
19

20 ³ [http://www.homedepot.com/b/Flooring-Laminate-Flooring-Laminate-](http://www.homedepot.com/b/Flooring-Laminate-Flooring-Laminate-Wood-Flooring/N-5yc1vZbejk)
21 [Wood-Flooring/N-5yc1vZbejk](http://www.homedepot.com/b/Flooring-Laminate-Flooring-Laminate-Wood-Flooring/N-5yc1vZbejk) (visited March 1, 2016). In addition to these 291
22 laminates, Home Depot's website lists three Shaw products that are shown as
23 having an AC2 rating. However none of these models is actually available for
24 purchase online or in any identifiable store, and Home Depot's customer care
department confirms that they are no longer available and have been discontinued.

1 its high margins were legitimate “sourcing initiatives” implemented by the
2 company in China designed to reduce the cost of goods, cut out middlemen,
3 increase control by the company, and strengthen relationships with its suppliers.

4 40. Sullivan, Lynch, Schlegel, and Terrell are individual defendants in a
5 nationwide class action alleging that each of them and the company committed
6 securities fraud in violation, *inter alia*, of Section 10(b) of the Securities Exchange
7 Act of 1934, 15 U.S. Code § 78j, and SEC Rule 10b-5 promulgated thereunder. *In*
8 *re Lumber Liquidators Holdings, Inc. Securities Litigation*, Case No. 4:13-cv-
9 00157-(E.D. Va.). An element of a Section 10(b) securities fraud action is
10 “scienter,” defined as having either an intent to deceive or having been reckless in
11 the making of false or misleading representations, or with respect to an omission of
12 material fact.

13 41. Lynch and Schlegel had extensive prior experience in sourcing
14 products from Chinese manufacturing plants prior to joining Lumber Liquidators.

15 42. Among flooring retailers, laminates fill a product niche as a relatively
16 inexpensive alternative to real (natural) solid wood flooring, generally offering the
17 look of wood at a lower price point. This is the niche that Lumber Liquidators’
18 Dream Home private-label brand of laminates filled at the company.

19 43. For many years laminates and solid wood flooring have constituted
20 the most significant product ranges for Lumber Liquidators in terms of sales.

1 44. Soon after they joined Lumber Liquidators, Lynch and Schlegel
2 engaged in a so-called “sourcing initiative” regarding Lumber Liquidators’
3 regarding the Laminates. As part of this initiative, they travelled to China and
4 conducted “line reviews,” consisting of requiring competing Chinese laminate
5 mills to re-bid for Lumber Liquidators’ laminate business.
6

7 45. Lumber Liquidators obtained steep discounts from the Chinese mills
8 that manufactured the Laminates. After receiving these discounts, Lumber
9 Liquidators continued to represent to its customers that the Laminates complied
10 with all regulatory and applicable industry standards, including notably the
11 standards for formaldehyde emissions established by the California Air Resources
12 Board (“CARB 2”) and the European AC3 durability standard. Lumber
13 Liquidators was selling substandard laminates as premium products, thereby
14 inflating its margins.
15

16 46. Based on Lynch’s and Schlegel’s prior experience in sourcing
17 products from China and on widespread industry knowledge by American
18 companies sourcing products there, Lumber Liquidators knew, or recklessly
19 disregarded, that negotiating steep price discounts with Chinese manufactures ran a
20 high risk of such manufacturers cutting corners to reduce manufacturing costs in
21 order to maintain margin or profits, regardless of the technical requirements of
22 Lumber Liquidators’ supply contracts and product specifications.
23

1 47. In March 2015, the CBS News program “60 Minutes” broadcast the
2 findings of its extensive investigation, which included hidden on camera interviews
3 of several plant managers at Lumber Liquidators’ Chinese suppliers, revealing that
4 30 out of the 31 boxes of Laminates purchased in the United States by CBS did not
5 comply with the CARB 2 standard as represented on Lumber Liquidators’ website
6 and on its Dream Home product labels.
7

8 48. In an on-camera interview broadcast by CBS 60 Minutes, a plant
9 manager of one of Lumber Liquidators Laminates suppliers, referring to a package
10 of Lumber Liquidators’ Dream Home laminate flooring on the plant floor,
11 admitted that the product was not CARB 2 compliant. He further stated that the
12 plant was capable of manufacturing CARB 2 laminate, but that it would be more
13 expensive to do so.
14

15 49. On May 7, 2015, Lumber Liquidators discontinued all sales of
16 Chinese-sourced laminates, when it had approximately \$20 million inventory of
17 this product on hand.
18

19 50. On December 21, 2015, Judge Arenda L. Wright Allen of the United
20 States District Court for the Eastern District of Virginia entered a ruling denying
21 Lumber Liquidators’, Sullivan’s, Lynch’s, and Schlegel’s motions to dismiss the
22 security fraud claims, finding that the allegations met the heightened pleading
23 standards for scienter set forth in the Private Securities Litigation Reform Act of
24

1 1995. The court did so in part based upon the allegations in the Consolidated
2 Amended Complaint for violation of the Federal Securities Laws in the above-
3 reference case, summarized above, concerning Lumber Liquidators’ “sourcing
4 initiatives” and “line reviews” by Lynch and Schlegel, and the Company’s
5 allegedly false explanations of the nature of its elevated margins for the Laminates,
6 based upon the sale of cheaper, non-CARB Phase 2 compliant Laminates.
7

8 51. Similar to the formaldehyde non-compliance of the Laminates (which
9 is not the basis of any claims made in this action), Lumber Liquidators’ Chinese
10 suppliers have the capacity to manufacture AC3 laminate flooring, but it is more
11 expensive to do so (versus manufacturing AC2, AC1, or laminates that fail even
12 the AC1 standard, such as the Laminates). This is because the incorporation of
13 more resilient wear layers is more expensive.
14

15 52. Similar to the formaldehyde non-compliance of the Laminates (which
16 is not the basis for any claims made in this action), Lumber Liquidators knew that
17 its Laminates did not comply with AC3, or was reckless in continuing to represent
18 AC3 compliance without independently verifying same, after negotiating discounts
19 with its Laminates suppliers.
20

21 53. In a “limited warranty” that Lumber Liquidators contends it extended
22 to Plaintiff and all putative class members in conjunction with their purchases of
23
24

1 the St. James, Ispiri, Kensington Manor, and Nirvana lines of Dream Home brand
2 Laminates, Lumber Liquidators states:

3 Each board is meticulously inspected throughout the manufacturing
4 process to make sure it complies with [St James’s] unwavering
5 standards.

6 If these statements are true, then Lumber Liquidators must have known that
7 the Laminates were not AC3 compliant, as extensive testing has now revealed.

8 54. In its limited warranties for the Laminates, Lumber Liquidators states
9 that the Laminates are “free of defects.”

10 55. Lumber Liquidators knew that its Laminates did not comply with
11 AC3, or was reckless in continuing to represent AC3 compliance without
12 independently verifying same after negotiating discounts with its Laminates
13 suppliers.
14

15 **Defendant’s Website and Other Misrepresentations And Omissions**

16 56. When researching her Laminate purchase on the Lumber Liquidators’
17 website, Plaintiff visited at a minimum two pages shortly before purchasing her
18 product:

19 a. a laminates “landing page” (“Laminates Landing Page”)
20 describing the Company’s wood laminate flooring, including the Laminates,
21 and containing specific representations; and
22
23
24

1 b. a product-specific page, accessed by clicking on an image or
2 name shown on the Laminates Landing Page, that provided more particular
3 specification for each Laminate product.

4 57. As alleged more particularly below, Plaintiff saw the following
5 representations by Lumber Liquidators on the Laminates Landing Page shortly
6 before purchasing their respective Laminates:
7

8 a. “Very durable and scratch-resistant;” or

9 b. “Very scratch-resistant.”

10 58. Each Laminate product-specific webpage expressly described the
11 Laminate as having an AC rating of “AC3.”
12

13 59. Plaintiff saw the Laminate Landing Page representations
14 corresponding to the time of her purchase, and also saw the AC3 rating on the
15 product-specific web page, and relied upon these representations in purchasing her
16 respective Laminate, as more particularly alleged below.

17 60. Defendant’s website advertised that the Laminates, including the "St.
18 James Collection", the "Kensington Manor Collection" and the "Ispiri Collection"
19 all have an AC rating of "AC3".
20

21 61. Defendant also represents on its website that the St. James Collection
22 is “very durable” and comes with a “30 year warranty.”
23

1 62. Defendant also represents on its website that "Kensington Manor is a
2 premium 12mm laminate" and lists the "Kensington Manor Flooring Advantages",
3 which include an AC Rating of AC3 and a 30 year warranty.

4 63. Defendant also represents on its website that its Ispiri Collection has
5 certain superior qualities and ingredients, including, "With its new laminate
6 manufacturing process called Liquid Oxide High Definition technology the Ispiri
7 Collection has raised the bar on . . . durability." Further, Defendant's website
8 represents the "Ispiri Collection's Advantages" include an AC rating of AC3 and a
9 30 year warranty.

10 64. Lumber Liquidators' store managers and staff, who are employees of
11 Defendant, are trained by Lumber Liquidators to answer customer questions and to
12 market the Laminates.

13 65. These employees are encouraged and trained to use Lumber
14 Liquidators product descriptions contained on Defendants' website, including the
15 Laminate Landing Page and product-specific pages for the Laminates, to describe
16 the Laminates' characteristics and qualities.

17 66. As set forth more particularly below, these employees systematically
18 told Plaintiff and other customers that the Laminates were "very durable," "just as
19 durable as U.S.-made laminates," "would not scratch," "scratch-resistant," "more
20 durable than hardwood," "harder than hardwood," "wood not scratch from pet
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1 nails,” and would “hold up” to pets. These representations were made to Plaintiff
2 and to putative Class Members based upon the Laminates' claimed AC3
3 compliance.

4 67. Defendant, and its employees, failed to disclose to Plaintiff and to
5 each putative Class Member that the Laminates were not AC3 compliant, were not
6 durable, were not scratch-resistant, and would not resist fading, staining, and the
7 other problems alleged herein relating to the defect.

8 68. On page one of its invoice provided to Plaintiff at the time of sale,
9 Lumber Liquidators states that each Laminate comes with a “30-year warranty.”
10 There is no reference on page one of the invoice to a “limited warranty,” and no
11 indication of any limitation to the warranty on this page.

12 69. The disclaimer on page two of the invoice is not conspicuous, is
13 vague and in most cases do not mention the word “merchantability” as required
14 under the Uniform Commercial Code as a requirement to disclaim the implied
15 warranty of merchantability.

16 70. Lumber Liquidators purported “limited warranties” were not
17 presented to or shown to Plaintiff at the time of the sale.

18 71. Any limitations in the limited warranties fail of their essential
19 purpose, or are otherwise both procedurally and substantively unconscionable, and
20 therefore ineffective.

1 **Why Lumber Liquidators Representations Are False**

2 72. Lumber Liquidators’ representations that the Laminates meet the
3 industry AC3 standard are false because the Laminates do not meet this standard.

4 73. Lumber Liquidators’ representations that the Laminates are “durable,”
5 “very durable,” “very scratch-resistant,” “scratch-resistant,” and “harder than
6 hardwood” and the oral representations listed above and more particularly below
7 are false because the Laminates do not have these qualities, on account of the
8 defect alleged herein.
9

10 **Plaintiff’s Discovery of the Durability Defect**

11 74. Over the past months, a sample of Plaintiff’s laminate flooring
12 product was tested by a certified and accredited laboratory. The testing method
13 used by the lab is the same standardized test method used worldwide throughout
14 the flooring industry to determine the AC rating of laminate flooring products. The
15 laminate flooring Plaintiff purchased failed to meet the AC3 rating and only met
16 the AC1 rating, the lowest abrasion rating.
17

18 75. Whether a product complies with the AC3 industry standard is not
19 knowledge that would be apparent to consumers. AC3 testing is expensive and
20 requires special expertise and equipment not readily available or accessible to a
21 consumer.
22

1 76. When Lumber Liquidators, through its customer service department
2 or through store sales personnel, are approached with durability issues such as
3 scratching and the other manifestations of the defect alleged herein, it engages in a
4 pattern and practice of delay and obfuscation.

5
6 77. Lumber Liquidators personnel did not inform Plaintiff that her
7 durability problems, as set forth below, resulted from the failure of the Laminate to
8 meet the claimed AC3 industry standard.

9 78. A common practice at Lumber Liquidators has been to blame
10 durability problems and defects on:

- 11 a. Installers or installation problems;
12 b. Moisture problems;
13 c. Normal product variability; and
14 d. Product abuse.

15
16 79. Lumber Liquidators' lawyers recently attributed the detailed product
17 defect manifestations listed in a prior related proceeding to installation failures,
18 further continuing the pattern of denial by Lumber Liquidators and confirming
19 their client's previous pattern.

20
21 80. By engaging in a pattern and practice of deflecting durability
22 problems attributable to the defect alleged herein—failure to meet the claimed
23 industry AC3 standard — or by attributing durability problems to causes other than
24

1 the defect (installation, etc.), Lumber Liquidators fraudulently concealed the defect
2 from Plaintiff and putative Class Members.

3 81. Plaintiff and putative Class Members cannot reasonably be charged
4 with notice of the defect prior to the discovery of widespread supplier problems
5 relating to Lumber Liquidators' Chinese-sourced Laminates as a result of the
6 formaldehyde controversy in 2015.
7

8 82. Defendant sells the Dream Home line of laminate flooring products,
9 and others, at Lumber Liquidators' 37 retail stores in California, 12 stores in North
10 Carolina, 28 stores in Texas, 13 stores in New Jersey, 26 stores in Florida, 3 stores
11 in Nevada, 8 stores in Connecticut, 10 stores in Georgia, 16 stores in Illinois, 3
12 stores in Iowa, 8 stores in Indiana, 4 stores in Kentucky, 5 stores in Louisiana, 10
13 stores in Massachusetts, 10 stores in Maryland, 3 stores in Maine, 10 stores in
14 Michigan, 6 stores in Minnesota, 2 stores in Mississippi, 5 stores in Missouri, 2
15 stores in Nebraska, 19 stores in New York, 13 stores in Ohio, 3 stores in
16 Oklahoma, 20 stores in Pennsylvania, 8 stores in South Carolina, 6 stores in
17 Tennessee, 12 stores in Virginia, 7 stores in Washington, 5 stores in Wisconsin
18 and 3 stores in West Virginia, and 5 stores in Alabama. Lumber Liquidators also
19 sells these laminate floor products to consumers through the internet at
20 www.lumberliquidators.com and through telephone sales at 1-800-HARDWOOD.
21
22
23
24

1 83. Plaintiff seeks to represent herself and all similarly-situated persons
2 who have purchased Dream Home laminate flooring products from Defendant in
3 the United States for her Third Cause of Action, as well as all similarly situated
4 persons who have purchased Dream Home laminate flooring in Washington for the
5 First, Second, Fourth, and alternatively Third Causes of Action, at any time from
6 the date the products were first placed into the marketplace through the date last
7 sold to the public, reportedly in May 2015 (the "putative class"). Plaintiff seeks
8 damages and equitable relief on behalf of the Class, which relief includes but is not
9 limited to restitution to the Plaintiff and Class Members of the full amount of the
10 purchase price and out-of-pocket expense paid to install their laminate flooring, the
11 cost or replacing the defective flooring, injunctive relief and declaratory relief; and
12 any additional relief that this Court determines to be necessary to provide complete
13 relief to Plaintiff and the Class.
14

15
16 **PARTIES**
17

18 84. Plaintiff Debbie Garrity resides in Richland, Washington.

19 85. Defendant Lumber Liquidators, Inc. is a Delaware corporation with its
20 headquarters and principal place of business at 3000 John Deere Road, Toano,
21 Virginia. Lumber Liquidators, Inc. distributes, markets, and/or sells the laminate
22 flooring at issue and actively conducts business in Washington.
23
24

1 **JURISDICTION AND VENUE**

2 86. This Court has subject matter jurisdiction over this action under the
3 Class Action Fairness Act of 2005, 28 U.S.C. §1332(d)(2) (“CAFA”), in that the
4 matter is a class action wherein the amount in controversy exceeds the sum or
5 value of \$5,000,000, exclusive of interest and costs, and members of the Class are
6 citizens of states different from the Defendant.
7

8 87. This Court has personal jurisdiction over the parties in this action by
9 the fact that Defendant is a corporation that is authorized to conduct business in
10 Washington and it has intentionally availed itself of the laws and markets of
11 Washington through the promotion, marketing, distribution and sale of its laminate
12 wood flooring products. Plaintiff purchased her laminate flooring from Lumber
13 Liquidator' store #1161 in Kennewick, Washington.
14

15 88. Venue is proper in this District pursuant to 28 U.S.C. §1391(b),
16 because a substantial part of the events or omissions giving rise to Plaintiff’s
17 claims occurred in this District. Venue is also proper under 18 U.S.C. §1965(a),
18 because Defendant transacts a substantial amount of its business in this District.
19

20 **PARTICULARIZED FACTUAL ALLEGATIONS**

21 89. On or about June 16, 2013 and July 2, 2013, Plaintiff Debbie Garrity
22 purchased Dream Home St. James Elk River Redwood 12mm laminate from
23 Lumber Liquidator' store #1161 in Kennewick, Washington. Because Plaintiff has
24

1 two dogs, she was concerned about the durability of the flooring and went online
2 and researched Defendant's website for the laminate flooring product she
3 subsequently purchased. Plaintiff recalls seeing the representation on Defendant's
4 website about the "AC3" rating and made her decision to purchase this product
5 based upon this representation. Her flooring is only 2 years old and wearing out
6 considerably especially around the edges of the planks. Plaintiff has used
7 Defendant's product as it was intended to be used for normal residential traffic, but
8 the flooring does not withstand normal wear and tear during normal use and has
9 failed and deteriorated long before its advertised useful life. Plaintiff would not
10 have purchased the St. James Elk River Redwood laminate product had she known
11 that it was defective, not durable, and had an inferior ability to withstand abrasion.
12

13
14 90. At the time she purchased her flooring, Ms. Garrity received two
15 separate, two-page invoices. The first page of both invoices mentioned a "30 year
16 warranty." The second page of both invoices recited a disclaimer of all other
17 implied and express warranties, but did not mention the warranty of
18 merchantability. The second page of both invoices included a signature line but it
19 was left blank.
20

21 CLASS ALLEGATIONS

22 91. This action may properly be maintained as a class action pursuant to
23 Federal Rules of Civil Procedure Rule 23. The Class is sufficiently numerous,
24

1 since it is estimated to include tens of thousands of consumers, the joinder of
2 whom in one action is impracticable, and the disposition of whose claims in a class
3 action will provide substantial benefits to the parties and the Court.

4 92. Class Definition: Without prejudice to later revisions, the Class which
5 Plaintiff seeks to represent is composed of:
6

7 a. All persons in the United States who purchased the Laminates
8 from Defendant. This proposed class is only for Plaintiff's Third Cause of
9 Action; and;

10 b. All persons who purchased in Washington the Laminates from
11 Defendant. This proposed class includes Plaintiff's First, Second, and Fourth
12 Causes of Action, and alternatively includes Plaintiff's Third Cause of
13 Action.
14

15 93. Excluded from the Class are governmental entities, Defendant, its
16 affiliates and subsidiaries, Defendant's current and former employees, officers,
17 directors, agents, representatives, their family members, and the members of the
18 Court and its staff.

19 94. Throughout discovery in this litigation, Plaintiff may find it
20 appropriate and/or necessary to amend the definition of the Class. Plaintiff reserves
21 the right to amend the Class definitions if discovery and further investigation
22 reveal that the Class should be expanded or otherwise modified.
23

1 95. Class Members Are Numerous: While Plaintiff does not know the
2 exact number of Class Members, Plaintiff is informed and believes that there are
3 thousands of Class Members. The precise number of members can be ascertained
4 through discovery, which will include Defendant's sales, service and other
5 business records. The Class is so numerous that the individual joinder of all
6 members of the Class is impractical under the circumstances of this case.
7

8 96. Common Questions of Law and Fact Predominate: There is a well-
9 defined community of interest among the Class. The questions of law and fact
10 common to the Class predominate over questions that may affect individual Class
11 Members. These questions of law and fact include, but are not limited to, the
12 following:
13

14 a. Whether Defendant's laminate flooring is defective when used
15 as intended or in a reasonably foreseeable manner;

16 b. Whether Defendant's laminate flooring has an AC Rating less
17 than AC3;

18 c. Whether Defendant's laminate flooring was fit for its intended
19 purpose;

20 d. Whether Defendant has breached the implied warranty of
21 fitness for a particular purpose;
22
23
24

1 e. Whether Defendant has breached the implied warranty of
2 merchantability;

3 f. Whether Defendant knew that its laminate flooring was
4 defective and had an Abrasion Class rating of less than AC3;

5 g. Whether Defendant omitted and concealed material facts from
6 its communications and advertising to Plaintiff regarding the durability of its
7 laminate flooring;

8 h. Whether Defendant falsely advertised that its laminate flooring
9 products were "AC3" rated, "very durable" and "very scratch-resistant"
10 when in fact they were not;

11 i. Whether Defendant's misrepresentations or omissions constitute
12 unfair or deceptive practices under the respective consumer protection
13 statutes of each of the states represented herein;

14 j. Whether Plaintiff and proposed Class Members have been
15 harmed and the proper measure of relief;

16 k. Whether Plaintiff and proposed Class Members are entitled to
17 an award of punitive damages, attorneys' fees and expenses against
18 Defendant; and

19 l. Whether, as a result of Defendant's misconduct, Plaintiff is
20 entitled to equitable relief, and if so, the nature of such relief.
21

1 97. Typicality: Plaintiff's claims are typical of the claims of the members
2 of the proposed class. Plaintiff and all Class Members have been injured by the
3 same wrongful practices of Defendant. Defendant made the same uniform
4 representations on its website and on the labels affixed to their product packaging.
5 Plaintiff is informed and believes that these representations were made by
6 Defendant nationally and throughout Washington, on its website, and other forms
7 of advertisements which were identical. Plaintiff's claims arise from the same
8 practices and conduct that give rise to the claims of all Class Members and are
9 based on the same legal theories.
10

11 98. Adequacy: Plaintiff will fairly and adequately represent and protect
12 the interests of the Class in that they have no disabling conflicts of interest that
13 would be antagonistic to those of the other members of the Class. Plaintiff seeks no
14 relief that is antagonistic or adverse to the members of the Class and the
15 infringement of the rights and the damages they have suffered are typical of all
16 other Class Members. Plaintiff has retained attorneys experienced in consumer
17 class actions and complex litigation as counsel.
18

19 99. Superiority: The disposition of Plaintiff's and proposed Class
20 Members' claims in a class action will provide substantial benefits to both the
21 parties and the Court. The nature of this action and the nature of laws available to
22 Plaintiff and the Class make the use of the class action device a particularly
23

1 efficient and appropriate procedure to afford relief to Plaintiff and the Class for the
2 wrongs alleged because:

3 a. The individual amounts of damages involved, while not
4 insubstantial, are such that individual actions or other individual remedies
5 are impracticable and litigating individual actions would be too costly;
6

7 b. If each Class Member was required to file an individual lawsuit,
8 the Defendant would necessarily gain an unconscionable advantage since
9 they would be able to exploit and overwhelm the limited resources of each
10 individual Class Member with vastly superior financial and legal resources;
11

12 c. The costs of individual suits could unreasonably consume the
13 amounts that would be recovered;

14 d. Given the size of individual proposed Class Members' claims
15 and the expense of litigating those claims, few, if any, proposed Class
16 Members could afford to or would seek legal redress individually for the
17 wrongs Defendant committed against them and absent proposed Class
18 Members have no substantial interest in individually controlling the
19 prosecution of individual actions;
20

21 e. This action will promote an orderly and expeditious
22 administration and adjudication of the proposed class claims, economies of
23
24

1 time, effort and resources will be fostered and uniformity of decisions will
2 be insured;

3 f. Without a class action, proposed Class Members will continue
4 to suffer damages, and Defendant's violations of law will proceed without
5 remedy while Defendant continues to reap and retain the substantial
6 proceeds of its wrongful conduct;

7
8 g. Plaintiff knows of no difficulty that will be encountered in the
9 management of this litigation that would preclude its maintenance as a class
10 action;

11 h. Proof of a common business practice or factual pattern which
12 Plaintiff experienced is representative of that experienced by the Class and
13 will establish the right of each member of the Class to recover on the causes
14 of action alleged; and

15
16 i. Individual actions would create a risk of inconsistent results and
17 would be unnecessary and duplicative of this litigation.

18
19 100. Plaintiff and Class Members have all similarly suffered irreparable
20 harm and damages as a result of Defendant's unlawful and wrongful conduct. This
21 action will provide substantial benefits to Plaintiff, the Class and the public
22 because, absent this action, Plaintiff and Class Members will continue to suffer
23

1 losses, thereby allowing Defendant's violations of law to proceed without remedy
2 and allowing Defendant to retain proceeds of its ill-gotten gains.

3 **FIRST CAUSE OF ACTION**

4 **Breach of Implied Warranty**

5
6 101. Plaintiff individually and on behalf of all others similarly situated,
7 adopts and incorporates by reference all foregoing allegations as though fully set
8 forth herein.

9 102. Defendant impliedly warranted that the Laminates were merchantable,
10 fit for their intended purpose and suitable for general residential use, including
11 high traffic areas.

12
13 103. The Laminates are not merchantable. In breach of the implied
14 warranty of merchantability, the Laminates are defective because they do not have
15 an AC rating of AC3, prematurely fail due to scratches, impacts, warping, fading,
16 stains and edge curling and are not suitable for general residential use.

17 104. The Laminates were defective when they left Defendant's control and
18 entered the market.

19 105. The Laminates' defects were not open and/or obvious to consumers.

20
21 106. Any purported disclaimer or limitation of the duration and scope of
22 the implied warranty of merchantability given by Defendant is ineffective, not
23 conspicuous, unreasonable, unconscionable and void, because Defendant knew or
24

1 recklessly disregarded that the defect in the Laminates existed and might not be
2 discovered, if at all, until the flooring had been used for a period of time, and
3 Defendant willfully withheld information about the defect from purchasers of
4 flooring. Moreover, due to the unequal bargaining power between the parties,
5 Plaintiff and the proposed Class Members had no meaningful alternative to
6 accepting Defendant's attempted pro forma limitation of the duration of any
7 warranties.
8

9 107. Defendant received notice that the Laminates were not merchantable
10 through its own product testing, its "robust Quality Assurance program," numerous
11 customer complaints, and its customer service and warranty operations, well before
12 Plaintiff and proposed Class Members filed suit.
13

14 108. As a result, Plaintiff and all proposed Class Members have been
15 damaged in, *inter alia*, the amount they paid to purchase and replace Defendant's
16 un-merchantable laminate flooring.
17

18 **SECOND CAUSE OF ACTION**

19 **Fraudulent Concealment**

20 109. Plaintiff individually and on behalf of all others similarly situated,
21 adopts and incorporates by reference all foregoing allegations as though fully set
22 forth herein.
23

1 110. Defendant represented on its website that its St. James Collection line
2 of laminate flooring products is "very durable" and the "St. James Collection's
3 Advantages" include an Abrasion Class rating of "AC3" and a "30 Year Warranty".
4 Defendant also represented that its Kensington Manor Collection line of laminate
5 flooring products is a "premium 12 mm" laminate product line and that the
6 "Kensington Manor Collection Advantages" include an AC rating of AC3 and a
7 "30 Year Warranty". Defendant represented on its website that its Ispiri Collection
8 line of laminate flooring "has raised the bar on . . . durability." Defendant's
9 website also represents the "Ispiri Collection's Advantages" include an AC rating
10 of AC3 and a 30 Year Warranty. Further, the product packaging of all of
11 Defendant's Dream Home brand of laminate flooring states it comes with a "30
12 Year Warranty."
13
14

15 111. Plaintiff is informed and believe that Lumber Liquidators knew, or
16 recklessly disregarded that the Laminates were defective based upon literally
17 hundreds of complaints posted by Lumber Liquidators' customers on websites,
18 including but not limited to, www.ths.gardenweb.com, www.consumeraffairs.com,
19 www.complaintlist.com, www.my3cents.com and others describe scratching,
20 bubbling, delaminating, peeling and curling of Lumber Liquidators' Dream Home
21 laminate flooring identical to the damages suffered by Plaintiff herein.
22
23
24

1 112. For example, on June 1, 2005, "kitchenlover" posted the following
2 question on www.ths.gardenweb.com:

3 "Anyone used the Dream Home laminate from LL?"

4 113. On or about September 14, 2005 "pat111153" responded to the above-
5 referenced question by posting the following, in relevant part, on
6 www.ths.gardenweb.com:

7 "...chips show up on edges later...."

8 114. On or about January 25, 2007, "sammyswife" posted the following
9 another response on www.ths.gardenweb.com:

10 "I HATE this flooring!! Does anyone have the Dream Home parent
11 company info? LL is no help! The salesman incorrectly told us how to install it.
12 After a year of it being down, we are ripping it up because it looks horrible! It
13 chips and peels and is awful! LL blames our installation, but thanks to their own
14 people, we cannot get anywhere with the so-called warranty. I want to write the
15 company directly and can't seem to find them anywhere. If anyone knows a link or
16 number of where I can call, please email me at [redacted for privacy], thanks!"

17 115. On or about June 12, 2011 "grandpe02" posted his/her response on
18 www.ths.gardenweb.com:

19 "I recently purchased (*sic*) 1000sq ft. of dream home French oak. Big
20 mistake. LL was no help at all. The boards were very warped and chipped after
21 laying. And it can't be cleaned without leaving streaks. And seems LL they have
22 never heard this from anyone before. Wish I would have checked out the internet
23 first. This stuff is garbage..."

24 116. On or about April 11, 2013, "poorchoice" posted his response on
www.ths.gardenweb.com as follows:

1 "Finished laying Dream Home Nirvana Plus on Saturday. Job went well and
2 Wife was pleased. Floor was beautiful with tight joints and a warm rich color.
3 While replacing furniture, Wife dragged a plant with a plastic saucer under it and
4 made some scratches across the middle of the room. Scratches are not too bad, but
5 raised suspicions. I moved the recliner, which has plastic pads on it to find that in
6 just 4 days the laminate is worn through the 'warm rich color'. Wife says the
7 salesman said that this stuff wont scratch with anything but a knife. LL warrants it
8 for foot traffic for 25 years, so I guess you are supposed to keep it covered except
9 where you walk. I have some question about its longevity since the recliner wore
10 through to white in 4 days...."

11 117. On or about November 4, 2013, "KDraper" posted his response as
12 follows on www.ths.gardenweb.com:

13 "We had this product professionally installed. HATE it. Six months after it
14 was put in we started seeing areas delaminate. Some were high traffic some were
15 low/no traffic...We contacted the company through LL. Their answer was we our
16 area was either too wet or too dry and it wasn't their problem that we had almost
17 1000sf of this flooring that looked like crap. I will never use LL again...."

18 118. On www.complaintslist.com "Pat" wrote on April 23, 2013:

19 "When we went there, we were met by the store manager, 'Dave' (He was
20 very sick at the time, remember!) and informed him we were looking for a floor
21 that would not scratch as we had two small dogs. Dave showed us some flooring
22 samples and said to us, 'it will not scratch from your dogs, I have a dog and the
23 same flooring in my house and mine has no scratches.' Well not more than two
24 weeks after it was installed, we noticed scratches on the floor."

119. On www.mythreecents.com, "AllenB" wrote on November 23, 2009:

"Spent almost 10,000 dollars on a prefinished floor by Lumber Liquidators.
After only a week of normal use I notices serious scratching. I took closer notice
and marked over 100 scratches on these floors, many all the way through the
finish! Three salesman we spoke to before buying this product all answered the
same questions we asked, 'Will our dogs or children scratch this floor with their
normal use?' They assured me we would have no problem, explained how these
floors are ideal with pets and even gave us promotional material that showed a
large dog on this floor."

1 120. On www.mythreecents.com, "JR in Arizona" wrote on March 20,
2 2010:

3 "In 2007 I bought the Asian Birch Flooring. Within 6 months it started to
4 delaminate. It is engineered wood flooring. I finally made a complaint to LL asking
5 for repairs where the floor is clearly separating from the wood backing...After a
6 week they sent me a letter saying they were not responsible. I guess they get to
rewrite their warranties as they please."

7 121. In response to this complaint, Lumber Liquidators posted the
8 following response on March 29, 2010, proving it was monitoring customer
9 complaints on this website:

10 "If we had someone take photos of the flooring it would have been in
11 support of your warranty as a need to hold a manufacturer accountable for quality
12 should a defect be found. Flooring will react to changing conditions and we not
13 the invoice, warranty and installation instructions, as well as some boxes also note
14 requirements for maintaining ideal conditions. The problem is most consumers
15 don't read this information until a problem occurs...a little too late, then expect LL
16 to compensate for issues out of our control...In some situations we even send a
17 complimentary box to help with repairs, but it sounds like the problem was not
18 with the flooring, but rather some installation or site condition...I'm sorry to hear
this lead to some dissatisfaction as the problem would be the same no matter where
you shopped; you would most likely pay more elsewhere. Read the information
provided _ Dan Gordon often provides some good advice as well with his replies –
Bob Villa also knows how important it is to read the installation
instructions/warranty."

19 122. On www.consumeraffairs.com, Lana of Trabuco Canyon, CA wrote
20 on August 6, 2015:

21 "Warranty claim unresolved due to company unresponsiveness spanning 8
22 months. We noticed some surface chipping away on a little area in the formal
23 living room that we rarely use. It had been only 2.5 years from purchasing the
24 engineered wood with a 30 year warranty. We initiated the warranty process with
the worst encounters of customer service that I have experienced. For the last 8

1 months we have experienced months of delays, avoidance, ignored, and being
2 forwarded to multiple customer service representatives. Matt, representative of
3 Lumber Liquidators stated that it was impossible that it was Lumber Liquidator's
4 faulty wood and that it was the installers fault just by looking at the pictures.

4 I researched online regarding warranty claims of customers of Lumber
5 Liquidators and that it is their reasoning to other customers regarding warranty
6 claims. Note this is prior to any inspection that Matt came to the conclusion.
7 Rather insulting when myself and fiancé had to deal with 8 months of delays,
8 avoidance, being ignored, and being forwarded to multiple customer service
9 representatives just to have him state that via e-mail. We're taking them to small
10 claims court but, I just want potential customers or customers their actual warranty
11 practices and poor customer service because Lumber Liquidators advertises
12 warranty and customer service as their key points to why customers go to them."

10 123. On www.consumeraffairs.com Will of Sandia Park, NM wrote on
11 June 10, 2015:

12 "We purchased America's Mission Olive 12mm laminate flooring from
13 Lumber Liquidators in December of 2014 and had it installed throughout our home
14 (except bathrooms) in our new remodel. We chose this floor after speaking with
15 their sales people who convinced us that this is a very durable floor, which would
16 hold up great to pets and kids. We had the floors installed by a professional and
17 were very happy with the results for about a month. That was when we started
18 noticing the chips all over the floor and the bubbling along the edges of the planks.
19 If a drop of liquid came into contact with these floors, even if wiped up
20 immediately, the surface of the product would start to peel away from the backing.
21 And anytime anything was dropped on the floor they would chip.

18 We were extremely disappointed because these floors had been sold to us as
19 being extremely durable and multiple employees at the Albuquerque store told us
20 that they would be great for a family with pets and kids. We contacted their
21 customer care line, sure that they would make this right since this was obviously a
22 misrepresentation of the product they were selling. We figured that a company this
23 large would have some pride in their products and stand behind what they sold.
24 Unfortunately this has not been the case at all.

23 After jumping through hoops we were told to send them a box of our
24 unopened flooring. We did this and a few days later we contacted with an "it's not

1 our fault" letter. They said that they had done internal testing and that based off of
2 the pictures we had sent them and their "internal testing" it was moisture damage.
3 The funny thing is that we didn't even send pictures of the bubbling from moisture,
4 we had just send pictures of the chipping. This showed us that they hadn't even
5 bothered to review our claims before writing us off!!

6 After this, we requested to see the report on our floors from their "internal
7 tests" and were told "there is no report, just a notation made on the file that the
8 issues of concern are not manufacturing related. I don't know what the inspection
9 process is except for what I have already shared with you as this is done by a
10 separate entity." ARE YOU KIDDING ME?? What reputable, ethical company
11 runs "internal testing" and doesn't document it? At this point we were very
12 frustrated with the company because it is obvious that they have been giving us the
13 runaround. So after many more emails and calls (most of which were never even
14 acknowledged) we were told they would send out a "third party inspector". The
15 inspector finally came and took some pictures and moisture readings and left
16 without giving us any information.

17 We were contact by Lumber Liquidators a few days later with another not
18 saying it is all moisture related and not their fault. However, their own warranty
19 states that "Your Ispiri floor is warranted against finish wear from normal
20 household conditions resulting in exposure of the paper layer". This is exactly what
21 is happening in our home! We have since asked multiple times to see a copy of the
22 report be the "third party inspector" and have been ignored. We have also
23 requested multiple times to speak with a supervisor, only to be ignored each time.

24 I would never recommend Lumber Liquidators to anyone. In fact, I will be
doing just the opposite. For the amount of money we spent it would be nice if they
would stand behind their product and make sure their customers were satisfied and
that they were selling good quality product, but unfortunately this is not the case at
all."

124. Plaintiff is informed and believes that Lumber Liquidators' website
advertising its Dream Home brand of laminate flooring products includes a video
testimonial which features a family with two dogs and two cats, and the Lumber
Liquidators' salesman shown on that video claims, "Kensington Manor has a high,

1 high durability factor. That's something people are looking for when they have
2 animals." The screen shot of the video depicting a large dog appears on every
3 webpage for the Dream Home line of laminate flooring products, implying that
4 these products are durable enough to withstand scratches from pet traffic.
5

6 125. Defendant concealed and suppressed material facts concerning the
7 durability of its Dream Home laminate flooring products. Defendant failed to
8 disclose that its Dream Home laminate flooring products were defective, not AC3
9 rated, not "very durable", were not "premium" and would scratch, fade, stain,
10 bubble, delaminate and curl during ordinary residential foot and pet traffic. As
11 alleged above, the Laminates were defective, were of a lesser quality than
12 advertised and had an inferior ability to withstand abrasion than advertised. These
13 facts were not known to Plaintiff and the proposed Class at the time of their
14 purchase. These omitted and concealed facts were material because they directly
15 impact the useful life and durability of the products.
16

17 126. Alternatively, Defendant intentionally failed to disclose the fact that
18 the Laminates were defective in that they were not fit for their intended use, a fact
19 only known to Defendant. Plaintiff and the proposed Class could not have
20 discovered it through the exercise of reasonable diligence. Plaintiff is informed and
21 thereon believes that Defendant knew of the durability defects of the Laminates
22 from its product testing and Defendant's self-proclaimed "robust Quality Assurance
23
24

1 program" performed prior to placing the laminate flooring products into the stream
2 of commerce.

3 127. Plaintiff and the proposed Class reasonably relied on Defendant's
4 representations. Defendant knew or ought to have known that Plaintiff and the
5 proposed Class relied and/or would have reasonably relied upon Defendant to sell
6 laminate wood flooring products in which the entire lifetime of the goods could be
7 fully used without prematurely becoming damaged and/or failing. Defendant's
8 knowledge that its laminate flooring products were not fit for their intended use,
9 combined with Defendant's knowledge that Plaintiff and the proposed Class relied
10 upon Defendant to communicate the true durability, or lack thereof, of its laminate
11 flooring products creates a legal obligation on Defendant's part to disclose to
12 Plaintiff and the Class these facts. Defendant is in a superior position to know the
13 truth about, and the nature of, the durability and useful life of its laminate flooring
14 products.
15

16
17 128. Defendant intended to deceive Plaintiff and the Class by failing to
18 disclose that its laminate flooring products are not fit for their intended purpose,
19 will fail prematurely long before the end of the 30 year warranty period, were not
20 "very durable" and do not have the AC3 rating.
21

22 129. Defendant's failure to disclose these facts was material. Plaintiff and
23 the proposed Class would not have purchased their laminate flooring had they
24

1 known that their laminate flooring products were not fit for their intended use,
2 would prematurely fail long before the end of the 30 year warranty period, were
3 not "very durable" and did not have an AC rating of AC3.

4
5 130. Plaintiff and the proposed Class were harmed. As a proximate result
6 of Defendant's conduct as set forth in this cause of action, Plaintiff and the
7 proposed Class will now be required to remove and replace their defective and
8 damaged laminate flooring.

9 131. Defendant's concealment was a substantial factor in causing that harm.

10 132. The wrongful conduct of Defendant, as alleged herein, was willful,
11 oppressive, immoral, unethical, unscrupulous, substantially injurious, malicious,
12 and/or in conscious disregard for the wellbeing of Plaintiff and the proposed Class.
13 Defendant intended to cause injury to the Plaintiff and the proposed Class placing
14 profits over providing a higher quality product which was advertised to Plaintiff.
15 Defendant engaged and continues to engage in despicable conduct with a willful
16 and conscious disregard of the rights or safety of others. Defendant subjected, and
17 continues to subject, Plaintiff and the proposed Class to cruel and unjust hardship.
18 Accordingly, Plaintiff and the proposed Class members are entitled to an award of
19 punitive damages against Defendant in an amount to deter it from similar conduct
20 in the future.
21
22
23
24

THIRD CAUSE OF ACTION

Violation of The Magnuson-Moss Warranty Act

15 U.S.C. §§ 2301, et seq.

(On behalf of the National Class, or alternatively, the Washington Class)

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

134. Plaintiff brings this claim on behalf of herself and on behalf of each and every member of the proposed Class.

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

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

137. Lumber Liquidators' Dream Home proprietary line of laminate flooring products was purchased separate and apart from the initial construction of the homes of the Plaintiff and the members of the proposed Class into which it was installed and constitutes a "consumer product" within the meaning of 15 U.S.C. § 2301(1).

138. Pursuant to section 2308(a) of the Magnuson-Moss Warranty Act, "No supplier may disclaim or modify ... any implied warranty to a consumer with

1 respect to such consumer product if (1) such supplier makes any written warranty
2 to the consumer with respect to such consumer product, ..."

3 139. Furthermore, section 2308(c) provides that "A disclaimer,
4 modification, or limitation made in violation of this section shall be ineffective for
5 purposes of this chapter and State law."
6

7 140. Lumber Liquidators' express warranties and written affirmations of
8 fact regarding the durability and level of performance over time of the Laminates
9 constitutes a written warranty within the meaning of 15 U.S.C. § 2301(6)(A).

10 141. Lumber Liquidators breached its warranties (express and implied) by
11 manufacturing, selling, and/or distributing the Laminates that are not "very
12 durable", not "scratch resistant," which fail prematurely long before the expiration
13 of the stated warranty duration, and have an Abrasion Class rating below "AC3",
14 without knowledge of the truth of such representations.
15

16 142. Defendant further violated 15 U.S.C. §2302 by failing to make a full
17 and conspicuous disclosure of the terms and conditions of the 30 year warranty
18 advertised on Defendant's website, on page 1 of the invoice in the product
19 description, of Laminates sold to Plaintiff and the members of the proposed Class.
20

21 143. Lumber Liquidators breached its warranties to Plaintiff and the
22 members of the proposed Class because these written affirmations of fact or
23 written promises made in connection with the sale of the Laminates relate to the
24

1 nature of the material and affirms or promises that such material will meet a
2 specified level of performance over a specified period of time and in fact fail to do
3 so. 15 U.S.C. § 2301(6)(A).

4 144. Lumber Liquidators' breach deprived Plaintiff and the members of the
5 proposed Class of the benefit of their bargain.

6 145. The amount in controversy of Plaintiff's individual claim exceeds the
7 value of \$25. In addition, the amount in controversy exceeds the value of \$50,000
8 (exclusive of interest and costs) computed on the basis of all claims to be
9 determined in this action.
10

11 146. Before filing this action, Plaintiff notified Defendant of its breach of
12 written warranties and of its violations of the Magnuson-Moss Warranty Act, and
13 Defendant has failed to adequately cure those breaches. Additionally, Defendant
14 was notified of its breaches, *inter alia*, though a putative class action filed in Los
15 Angeles, California. Defendant has had adequate and reasonable opportunity to
16 cure its breaches of or fulfill its warranty obligations, but has failed to do so.
17

18 147. Pursuant to the provisions of 15 U.S.C. § 2310(e), in the case of a
19 class action (as is the case here), Plaintiff will provide Defendant with further
20 notice and reasonable opportunity to cure, once the representative capacity of the
21 named Plaintiff has been established in the application of Rule 23 of the Federal
22 Rules of Civil Procedure.
23

1 148. As a direct and proximate result of Defendant's breaches of its written
2 and implied warranties, Plaintiff and the other members of the proposed Class
3 sustained damages in amounts to be determined at trial.

4 **FOURTH CAUSE OF ACTION**

5 **Violation of The Washington Consumer Protection Act**
6 **Rev. Wash. Code Ann. § 19.86.010, et seq.**

7 149. Plaintiff, individually, and on behalf of all others similarly situated,
8 adopts and incorporates by reference all allegations contained in the foregoing
9 paragraphs as though fully set forth herein.

10 150. This cause of action is brought pursuant to the CPA, RCW 19.86.010,
11 et seq. The stated purpose of the CPA is “to complement the body of federal law
12 governing restraints of trade, unfair competition and unfair, deceptive, and
13 fraudulent acts or practices in order to protect the public and foster fair and honest
14 competition.” RCW 19.86.920.

15 151. RCW 19.86.020 declares unlawful “Unfair methods of competition
16 and unfair or deceptive acts or practices in the conduct of any trade or commerce
17 ...”

18 152. Plaintiff and all Class Members of the Washington Subclass are
19 “persons” and the transactions at issue in this Complaint constitute “trade or
20 commerce” as defined by RCW 19.86.010.
21
22
23

1 153. Lumber Liquidators violated the CPA by engaging in the unfair and
2 deceptive actions and/or omissions as described herein by engaging in unfair or
3 deceptive acts or practices that occurred in trade or commerce, had an impact on
4 public interest, and caused injury to property and/or business.

5
6 154. In violation of the CPA, Lumber Liquidators employed fraud,
7 deception, false promise, misrepresentation and the knowing concealment,
8 suppression, or omission of material facts in its sale and advertisement of the
9 Dream Home laminate flooring in the State of Washington.

10 155. Lumber Liquidators engaged in the concealment, suppression, or
11 omission in violation of the CPA when, in selling and advertising the Dream Home
12 laminate flooring, it:

13
14 a. represented that the Dream Home laminate flooring had an
15 Abrasion Rating of AC3, when it did not;

16 b. represented that the Dream Home laminate flooring was free of
17 defects in materials and workmanship when, at best, it lacked credible
18 evidence to support those claims, and, at worse, knew the Dream Home
19 laminate flooring was, in fact, defective in that the flooring has an Abrasion
20 Rating of lower than AC3 and, therefore, the flooring was not suitable
21 to be used for their intended purpose, and otherwise were not as warranted
22 and represented by Lumber Liquidators,
23
24

1 c. failed to disclose to, or concealed from, consumers material
2 facts about the Abrasion Rating of the flooring; and

3 d. failed to disclose its own knowledge of the Abrasion Rating
4 when Lumber Liquidators knew that there were defects in the flooring which
5 would result in damage and harm.
6

7 156. Defendant engaged in the concealment, suppression, or omission of
8 the aforementioned material facts with the intent that others, such as Plaintiff,
9 Class, and/or the general public would rely upon the concealment, suppression,
10 omission of such material facts and purchase Lumber Liquidators' flooring with
11 said lower Abrasion Rating.
12

13 157. The concealment, suppression, or omission of the aforementioned
14 material facts had the capacity to and did so deceive a substantial portion of the
15 public, including Plaintiff and the members of the Class, into believing the Dream
16 Home laminate flooring had an Abrasion Rating of AC3.

17 158. Plaintiff and Class Members would not have purchased the Dream
18 Home laminate flooring had they known or become informed of the lower
19 Abrasion Rating.
20

21 159. Lumber Liquidators' concealment, suppression, or omission of
22 material facts as alleged herein constitutes unfair, deceptive and fraudulent
23 business practices within the meaning of the CPA.
24

1 160. Lumber Liquidators has acted unfairly and deceptively by
2 misrepresenting the quality, safety, and reliability of the Dream Home laminate
3 flooring.

4 161. Lumber Liquidators either knew, or should have known, that the
5 Dream Home laminate flooring were defectively designed and/or manufactured,
6 had a lower Abrasion Rating than expressly represented by Lumber Liquidators,
7 and would fail prematurely due to scratching, warping and other damage.

8 162. Lumber Liquidators knew at the time the Dream Home laminate
9 flooring left its control, the flooring contained the defects described herein
10 resulting in a lower Abrasion Rating and a failure of the flooring. At the time of
11 sale, the Dream Home laminate flooring contained design and construction defects
12 and had a lower Abrasion Rating than expressly represented by Defendant. The
13 defects and lower Abrasion Rating reduced the effectiveness and durability of the
14 Dream Home laminate flooring and render it unable to perform the ordinary
15 purposes for which it is used, as well as cause the resulting damage described
16 herein.

17 163. As a direct and proximate cause of the violation of CPA described
18 above, Plaintiff and Class Members have been injured in that they purchased
19 Dream Home laminate flooring with the lower Abrasion Rating based on
20 nondisclosure of material facts alleged above. Had Plaintiff and Class Members
21
22
23
24

1 known the true Abrasion Rating of the Dream Home laminate flooring, they would
2 not have purchased it.

3 164. Lumber Liquidators used unfair methods of competition and unfair or
4 deceptive acts or practices in conducting its business. This unlawful conduct is
5 continuing, with no indication that Lumber Liquidators will cease.
6

7 165. Lumber Liquidators' actions in connection with the distributing,
8 marketing, warranting, and sale of the Dream Home laminate flooring as set forth
9 herein evidences a lack of good faith, honesty in fact and observance of fair
10 dealing so as to constitute unconscionable commercial practices, in violation of the
11 CPA.
12

13 166. Lumber Liquidators acted willfully, knowingly, intentionally,
14 unconscionably and with reckless indifference when it committed these acts of
15 consumer fraud.

16 167. Said acts and practices on the part of Lumber Liquidators were and
17 are illegal and unlawful pursuant to RCW 19.86.020.
18

19 168. As a direct and proximate result of Lumber Liquidators' violations of
20 the CPA, Plaintiff has suffered damages. Plaintiff is entitled to actual damages,
21 including, but not limited to, the difference in value between the Dream Home
22 laminate flooring as they were originally delivered and as they should have been
23
24

1 delivered, equitable and declaratory relief, punitive damages, treble damages, costs
2 and reasonable attorney's fees.

3 **PRAYER FOR RELIEF**

4
5 WHEREFORE, Plaintiff, on behalf of herself and all other individuals
6 similarly situated, requests the following relief:

7 A. An order certifying this action as a class action under F.R.C.P. 23,
8 defining the Class as requested herein, appointing the undersigned
9 as Class counsel, and finding that Plaintiff is a proper
10 representative of the proposed Class;
11

12 B. Injunctive relief requiring Defendant to inform Plaintiff and
13 members of the proposed Class that:

- 14
- 15 • Lumber Liquidators has not effectively disclaimed the
16 implied warranty of merchantability, and that the Laminates
17 continue to be subject to such implied warranties;
 - 18 • The warranty limitations contained in Defendant's "limited
19 warranties" are unenforceable;
 - 20 • Plaintiff and proposed Class members are entitled to
21 restitution, including reimbursement for any installation,
22 removal, and replacement costs; and that
23

- Plaintiff and proposed Class members may be entitled to other relief as awarded by this Court;

C. Restitution of all monies Defendant received from Plaintiff and the proposed Class;

D. Damages to be determined at trial including actual, compensatory, and consequential damages incurred by Plaintiff and proposed Class Members;

E. Punitive damages where allowed;

F. An award of reasonable attorney's fees and costs; and

G. That the Court award such other and further relief as this Court may deem appropriate.

DATED: October 31, 2016.

s/ Brad J. Moore

Brad J. Moore, WSBA #21802
STRITMATTER KESSLER WHELAN
KOEHLER MOORE KAHLER
3600 15th Avenue West, #300
Seattle, WA 98119-1330
Telephone: 206.448.1777
Facsimile: 206.728.2131
Email: brad@stritmatter.com

Counsel for Plaintiff

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

DEBBIE GARRITY, an individual, on behalf of herself and all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Brad J. Moore, Stritmatter Kessler Whelan Koehler Moore Kahler 3600 15th Avenue West, #300, Seattle, WA 98119 Telephone: 205.448.1777

DEFENDANTS

LUMBER LIQUIDATORS, INC., a Delaware corporation,

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

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

Attorneys (If Known) Ariel F. Ruiz, Esq., Morrison & Foerster, LLP 425 Market Street San Francisco, CA 94105

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

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

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

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location. Includes options for Citizen of This State, Citizen of Another State, and Citizen or Subject of a Foreign Country.

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

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

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 - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. §1332(d)(2)
Brief description of cause: Substandard durability of laminate flooring

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE Trenga DOCKET NUMBER MDL No. 2743

DATE 10/31/2016 SIGNATURE OF ATTORNEY OF RECORD s/ Brad J. Moore

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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

Civil Action No. _____

PROOF OF SERVICE

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

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

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

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

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

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

Date

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lumber Liquidators Facing Another 'Dream Home' Flooring Class Action](#)
