

1 Michael F. Ram (SBN 104805)
mram@robinskaplan.com
2 Marie N. Appel (SBN 187483)
mappel@robinskaplan.com
3 ROBINS KAPLAN LLP
2440 W El Camino Real, Suite 100
4 Mountain View, CA 94040
Telephone: (650) 784-4040

5
6 Jeffrey B. Cereghino (SBN 099480)
jbc@cereghinolaw.com
7 CEREGHINO LAW GROUP
101 Montgomery Street, Suite 1800
8 San Francisco, California 94104
Telephone: (415) 433-4949

9
10 Charles J. LaDuca (*Pro Hac Vice to be submitted*)
charles@cuneolaw.com
11 Brendan Thompson (*Pro Hac Vice to be submitted*)
brendant@cuneolaw.com
12 CUNEO GILBERT & LaDUCA, LLP
4725 Wisconsin Avenue, NW, Suite 200
13 Washington, DC 20016
Telephone: (202) 789-3960

14
15 Samuel J. Strauss (*Pro Hac Vice to be submitted*)
sam@turkestrauss.com
16 TURKE STRAUSS, LLP
936 N 34th Street, Suite 300
17 Seattle, WA 98103
Telephone: (608) 237-1775

18 UNITED STATES DISTRICT COURT

19 FOR THE SOUTHERN DISTRICT OF CALIFORNIA

20 WILLIAM KLAEHN, on behalf of himself
21 and all others similarly situated,

22 Plaintiff,

23 v.

24 CALI BAMBOO, LLC, a California Limited
25 Liability Company; and DOES 1 through 200,
26 inclusive,

27 Defendants.

No. **'19CV1498 LAB KSC**

CLASS ACTION COMPLAINT

CLASS ACTION

JURY TRIAL DEMAND

1 Plaintiff, WILLIAM KLAEHN, files this class action complaint against Defendant Cali
2 Bamboo, LLC. On personal knowledge of his own circumstances and upon investigation and
3 information and belief of his counsel, Plaintiff avers:

4 **INTRODUCTION**

5 1. Defendant develops, manufactures, advertises, sells, and distributes strand
6 bamboo flooring under the brand name Cali Bamboo (the “Product”) throughout the United
7 States for installation in homes and other structures.

8 2. Defendant represents through its marketing that the Product is durable, meets
9 industry standards and has a fifty (50) year warranty for consumer use. Defendant provided a
10 reasonable expectation to consumers and the industry that the Product would have a usable
11 lifetime of at least fifty (50) years.

12 3. Contrary to Defendant’s advertising and representations, the Product is subject
13 to premature cracking, splitting, warping, and shrinking, all well before the warranted useful
14 life, because of an inability to withstand foreseeable ambient moisture (the “Defect”).
15 Defendant had knowledge of the Defect but never disclosed any information about the Defect
16 in its marketing, representations or warranty.

17 4. The Product’s modes of failure potentially cause damage to other building
18 components.

19 5. Plaintiffs bring this action to seek redress for damages caused by Defendant’s
20 wrongful conduct.

21 **JURISDICTION**

22 6. This Court has jurisdiction over this case under 28 U.S.C. 1332(d)(2) in that: (1)
23 this action is a class action with more than one hundred (100) Class Members; (2) Defendant
24 Cali Bamboo is a California limited liability company, based in the State of California, and is a
25 citizen of the State of California; (3) Plaintiff and all Class Members are United States citizens
26 and Plaintiff and many class members are citizens of states other than California; and (4) the
27 matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs.

1 **VENUE**

2 7. Venue in this Court is proper: (1) pursuant to 28 U.S.C. 1391(a)(1) in that
3 Defendant’s headquarters are located in this District, and does sufficient business in this
4 District to subject it to personal jurisdiction; and (2) pursuant to 28 U.S.C. 1391(a)(2) in that a
5 substantial part of the events or omissions giving rise to the claim occurred in this District.

6 **PARTIES**

7 8. Plaintiff William Klaehn (“Plaintiff Klaehn”) is an Ohio citizen and owns a
8 residential property located at 410 Hayes Avenue, Fremont, Ohio.

9 9. Defendant Cali Bamboo, LLC is a California limited liability company with its
10 principal place of business in San Diego, California. Plaintiff is informed and believes that
11 Defendant conducts business within the United States, and more specifically within the state of
12 California. Also on information and belief, Plaintiff alleges that Defendant was responsible for,
13 or otherwise involved in, the development, manufacture, marketing, sales, warranting and
14 distribution of the Product.

15 10. Defendant Cali Bamboo, LLC markets and distributes the Product via third party
16 retailers, such as Great American Flooring and Lowes Home Improvement Store.

17 11. Plaintiff is ignorant of the true names and capacities of Defendants sued as Does
18 1 through 100, inclusive, (“Doe Defendants”) and therefore sues these Doe Defendants by
19 fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of
20 these fictitiously named Doe Defendants when they are ascertained. Each of the fictitiously
21 named Doe Defendants is responsible for the conduct alleged in this Complaint and Plaintiff’s
22 damages were actually and proximately caused by the conduct of the fictitiously named Doe
23 Defendants.

24 12. Plaintiff is informed and believes, and on that basis alleges, that each of these
25 Doe Defendants was the agent, joint venture, and/or employee of Defendant and/or the Doe
26 Defendants, and in doing the things alleged, were acting within the course and scope of the
27 agency, joint venture, and employment with the advance knowledge, acquiescence, or

1 subsequent ratification of Defendant and each and every other Doe Defendant.

2 **FACTUAL ALLEGATIONS**

3 13. Plaintiff William Klaehn is an Ohio resident and owns a residential property
4 located at 410 Hayes Avenue, Fremont, Ohio.

5 14. Plaintiff Klaehn and his wife were shopping for a new floor for their residence
6 and visited their local Lowe's. One of the flooring products Lowe's sold was Cali Bamboo.
7 Plaintiff Klaehn saw Lowe's Cali Bamboo display which, echoing Cali Bamboo's advertising,
8 represented that the Cali Bamboo flooring was the "World's Hardest Floors™," "Pet-Friendly,"
9 scratch resistant, "High Heel Resistant," long-lasting, durable and guaranteed to last 50 years.
10 The display did not disclose that the Product is subject to premature cracking, splitting,
11 warping, and shrinking, all well before the warranted useful life, because of an inability to
12 withstand foreseeable ambient moisture (the "Defect").

13 15. In reliance on the material omission to disclose the Defect, Plaintiff purchased
14 Cali Bamboo Bordeaux at Lowe's in Fremont, Ohio in approximately April 2018. The Cali
15 Bamboo Bordeaux Fossilized Flooring is part of a similarly manufactured line of floating, non-
16 engineered solid bamboo flooring, hereinafter referred to as the "Product." Plaintiff Klaehn
17 purchased approximately \$2,000 of the Product. He also purchased the recommended Pergo
18 Gold's underlayment for approximately \$700. The Product employs a click installation system
19 and is solid strand bamboo and not a flooring product that utilizes a layer of bamboo otop a
20 different substrate material.

21 16. In December 2018, Plaintiff Klaehn noticed that his floors were cracked
22 throughout. The floors also showed some scratches.

23 17. Mr. Klaehn contacted Lowe's who was advised by Cali Bamboo that because he
24 used glue during the installation process (albeit at Cali Bamboo's direction) his warranty is
25 void and there is nothing they can do. Cali Bamboo did offer to provide some t-moldings to
26 assist with repairing some of the gaps, and to have an inspection at a cost of approximately
27 \$300 (\$500 less a \$200 credit towards the inspection) and, if the inspector determined the

1 problem was due to a manufacturing defect, Defendant would provide a refund. Mr. Klaehn
2 did not proceed with the inspection.

3 18. The Product continues to manifest defects to the present day.

4 19. Plaintiff placed Defendant on notice of these defects via a Consumers Legal
5 Remedies Act notice (Cal. Civil Code §1782), attached as Exhibit A hereto. Once 30 days
6 have elapsed, Plaintiff will amend this complaint to include a request for damages.

7 **B. Defendant's Representations, Warranties and Omissions**

8 20. Plaintiff is informed and believes that Defendant has been manufacturing and
9 selling the Product since approximately 2008.¹ Defendant has sold the Product to thousands of
10 customers throughout the United States, including California. The Product was and is
11 marketed and sold for use in homes and other structures.

12 21. Defendant concealed from and/or failed to disclose to Plaintiff and Class
13 Members the defective nature of the Product. Plaintiff is informed and believes that Defendant
14 used a variety of methods to communicate representations about the durability and quality of
15 the Product and about its warranty to the general public and contractors in the flooring
16 installation business. These affirmative statements created a duty to disclose the Defect.

17 22. Defendant's representations were published on Defendant's web site, Internet
18 sites such as YouTube, social media sites such as Face Book, Twitter and Pinterest, and at
19 trade, building, and home shows typically open to the general public and contractors who
20 service ultimate consumers of the Product, and at retail stores that sell Defendant's Product.
21 Defendant communicated common and repeated themes regarding the Product:

22 a. The Product was so strong, hard and durable, it would last a lifetime and
23 was guaranteed to last 50 years.²

24 \\\

25 \\\

26 _____
27 ¹ <https://www.calibamboo.com/our-story/> (July 19, 2019)

² <https://www.calibamboo.com> (July 19, 2019).



b. Transform your home or business with the World's Hardest Floors™. Not all bamboo flooring is created equal. Cali Bamboo flooring undergoes our proprietary Fossilized® manufacturing process that makes it twice the density of any other hardwood floor in the world, backed by a 50-year warranty.

Preferred by contractors, builders, and DIY homeowners, Cali Bamboo is ultra-low VOC with no added urea formaldehyde, the perfect union of sustainability and durability to last a lifetime.³



c. Bamboo's unique structural properties give it a higher tensile strength than any traditional hardwood and even many alloys of steel.⁴

d. Thanks to its unique composition, bamboo is naturally designed for strength...

- Unlike wood, bamboo has no rays or knots, allowing it to withstand more stress throughout the length of each stalk.
- Bamboo's sectional anatomy, both as a cane and on a microscopic fiber level, enhances its structural integrity.
- The high silica content in bamboo fibers make the material difficult for termites to digest.

³ <https://www.calibamboo.com/bamboo-flooring.html> (July 18, 2019).

⁴ <https://www.calibamboo.com/> (July 19, 2019).

- Bamboo contains different chemical extractives than hardwood, which make it better suited for gluing.⁵

Strength and Durability

Thanks to its unique composition, bamboo is naturally designed for strength...

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- The high silica content in bamboo fibers make the material difficult for termites to digest.
- Bamboo contains different chemical extractives than hardwood, which make it better suited for gluing.

Bordeaux Bamboo Flooring

★★★★★ 5.0 (2) Write a review Ask a question

The World's Hardest Floors™

- Chart-topping Janka Rating
- 50-year residential warranty
- 10-coat scratch resistant finish
- Ultra-low VOC; no added urea formaldehyde



23. Defendant represents prominently in its web site and marketing materials that the product will “Last a Lifetime” and provides a 50 year residential warranty that the Product “will not delaminate for a period beginning on the Purchase Date and ending on the earlier of (a) 50 years from the Purchase Date under normal traffic and usage conditions, and (b) the date on which the building in which the [Product] is installed is sold by the Original Owner.”⁶

Defendant never disclosed the Defect.

⁵ <https://www.calibamboo.com/bamboo-facts/> (July 19, 2019)

⁶ <https://www.calibamboo.com/flooring-warranty/> (July 19, 2019); *see, e.g.*, <https://www.calibamboo.com/product-bordeaux-hand-scraped-bamboo-flooring-7006005301.html>.

1 24. Defendant warrants that “[u]nder normal traffic and usage conditions, the
2 surface finish will not wear through for a period beginning on the Purchase Date and ending on
3 the earlier of (a) 50 years from the Purchase Date, and (b) the date on which the building in
4 which the [Product] is installed is sold by the Original Owner.”⁷

5 25. Defendant’s advertisements, representations and warranties were deceptive and
6 failed to disclose that the Product would buckle, warp, separate and scratch (the “Defect”).
7 Because of the Defect, the Product, in fact, is not durable as flooring and is worth significantly
8 less than its sale price. Defendant’s failure to disclose the Defect to consumers resulted in
9 members of the Class purchasing the Product with the expectation that the Product would have
10 the advertised qualities and function as represented during the warranty periods and beyond.

11 26. Defendant’s failures to disclose the Defect were substantially uniform as to the
12 material Product qualities throughout the class period and regardless of the third party retail
13 vendor.

14 27. Plaintiff and members of the Class reasonably relied to their detriment on
15 Defendant’s material omission concerning the durability of the Product and Defendant had
16 knowledge of this reliance.

17 28. Defendant concealed from and/or failed to disclose to Plaintiff and Class
18 Members the defective nature of the Product.

19 29. Defendant knew that the strength of the Product is a misleading indicator of
20 whether it can withstand wear and tear better than other hardwood flooring products.

21 30. Defendant knew that it did not manufacture the Product in such a way as to last
22 longer than other hardwood flooring products.

23 31. By focusing on the strength of the Product and failing to disclose the other
24 factors that cause the defects experienced by Plaintiff and Class Members, Defendant intended
25 to mislead consumers into believing its representations that the Product “stands the test of time”
26 with a “surface finish that will not wear.” These statements were and are false and misleading

27 _____
⁷ *Id.*

1 because Defendant deliberately failed to disclose that factors other than hardness will result in
2 the Product being easily scratched, dented or separate.

3 32. Defendant continues to advertise and sell the Product for use in homes and other
4 structures, but fails to disclose to Plaintiff and Class Members, their agents, or contractors
5 material facts concerning the Product, including, but not limited to, concealing that the Product
6 was defectively formulated, was and is susceptible to warping, splitting, shrinking, and
7 splintering, does not otherwise perform as represented, and fails far in advance of its purported
8 fifty year warranted life. All of these facts are material to a reasonable consumer. The Product
9 did not perform in accordance with the reasonable expectations of Plaintiff and Class Members
10 in that it was not durable and suitable for use as a flooring system in their homes and other
11 structures.

12 33. Because of Defendant's misconduct, Plaintiff and Class Members have suffered
13 actual damages in that the flooring in their homes and other structures has prematurely failed
14 and will continue to do so, potentially damaging other building elements, causing continuous
15 and progressive damage to property, and requiring Plaintiff and Class Members to expend
16 thousands of dollars to repair or replace the flooring long before the expiration of the useful life
17 of the Product as represented by Defendant.

18 34. Because of the relatively small size of the typical damages, and the modest
19 resources of most homeowners and of the individual Class Members, it is unlikely that most
20 Class Members could afford to seek recovery against Defendant on their own. A class action is
21 therefore the only viable, economical, and rational means for Class Members to recover from
22 Defendant for the damages they have caused.

23 **C. Defendant's Knowledge of and Notice that its Flooring was Defective**

24 35. Defendant is well aware of the problems related to the cracking, splitting,
25 warping, cupping, scratching, and denting of the Product. It has received warranty claims and
26 complaints from customers (like those submitted by the Plaintiff). In addition, complaints
27 posted on websites such as the Better Business Bureau page put the Defendant on notice

1 concerning the defective nature of the Product. Indeed, Defendant responded to numerous
2 complaints online but never acknowledged the Defect.

3 36. The following constitutes a sampling of complaints concerning consumers'
4 experiences with the Product posted on the internet (sic throughout):

5 a. 03/24/2018: This complain is regarding a special order of Cali
6 Bamboo floor placed thru retailer ***** on Oct. 14.2017 in the amount of
7 \$6262.88. store number 2570 new hudson Mi . location . The gapping
8 issue became evident two weeks or so after installing the Bamboo floor in
9 our home , proper manufacturer and ***** installlation guidelines were
10 followed. The problem we are having with this floating bamboo floor is:
11 in certain area of the home the bamboo wood planks are gapping (some
12 areas more than 1") and splitting and buckling , coming apart to the point
13 it is not safe in our home with our small children. They stubb and hurt
14 their toes daily on this product. In December we contacted ***** about
15 the issue we are having and no one addressed it. In January we attempted to
16 contact them again with no response to our voicemails.we hit a brick wall
17 with the store so we contacted CEO executive support and also contacted
18 Cali Bamboo manufacturer. ***** at Cali claimed it to be heavy furniture
19 placed on the floor and caused the gapping and splitting issues (the
20 furniture we have in our home is normal furniture one owns, table, chairs
21 and sofas) ,Offered to send me a box of flooring to replace the ones that
22 are defective. We chose not to accept it due to the cost of labor . we spent
23 over \$6000 on this floor plus labor for installation and we have a floor
24 that's looks awful and defective.We are seeking full reimbursement for
25 material and labor or want the floor properly fixed by Cali. At this point
26 we are so fed up with this product not holding up to the promised quality.
27 cali doesn't stand behind their product which carries a 20 year warranty.
This company needs to be held accountable for their defective product and
quality control issues, there are many other similar complains thru out the
country.Please take the proper measures to solve this matter .Thank you.⁸

b. 3/12/2018: I ordered 1400 square feet of Cali Bamboo Florida for my
new construction home in Daytona Beach. While the floor looked
beautiful when first installed, within months the floor started buckling. My
builder had left the recommended 3/8 minimum clearance under
baseboards. He has since had to come back 3 times removing baseboard
and trim to try to resolve the issue. This flooring should not be sold in
Florida due to the humidity but I was not made aware of this when
purchasing. As such, I am left with having to run the AC or heat
continuously to keep the humidity levels down. Have damp rid products

⁸ <https://www.bbb.org/us/ca/san-diego/profile/building-materials/cali-bamboo-llc-1126-30003959/complaints> (last visited Apr. 26, 2019)

1 all over my home and in addition cannot open windows or doors other
 2 than to quickly go in and out of the house. At the moment following the
 3 work my builder did, running the AC (colder than I would prefer) and
 4 using the damp rid, the floor is now mostly flat. However, this takes away
 5 from the enjoyment of my home and does not permit me to truly enjoy
 6 Florida living. Of note as well, my floors were streaking very badly with
 7 my using BONA as recommended. I called the company and a very young
 8 man answered my call. Despite all the laughing and carrying on I was able
 9 to hear quite clearly in the background, the young man turned and asked
 10 his colleague for a recommendation and he said to dilute the BONA. This
 11 does not work either. For the past several months, I continue to do the
 12 floor with a very slightly damp microfiber cloth and the BONA continues
 to slowly come up though still streaking. This product should not be sold
 in high humidity areas of the country. I would never have bought this
 product if I had been made aware of the strict humidity level concerns. (I
 also see by other reviews that this is a known problem based on the
 negative reviews. Your product has taken the joy out of my new home and
 as I live on ,y military pension and social security, I am not in a position to
 tear out the product and replace it with something suitable. Nor should I
 have to⁹

13 c. 10/16/2017: Had bamboo flooring installed 5/2017, I contacted
 14 ***** 7/11/17 to inform of dark spots on the flooring. In the
 15 meantime I have emailed and spoken with ***** 8/8/17, then
 16 ***** since 8/11/17. On 8/11/17 ** ***** emailed requesting
 17 to fill out a claim form and provide a flooring purchase receipt from
 18 ***** . Photos were resent to him on 8/20/17 showing the spots on the
 19 flooring, claim form requested from Cali was also submitted along with
 20 receipt purchase from Lowe's. On 9/5/17 I emailed ** ***** for an
 21 update. On 9/6/17 ** ***** replied he was awaiting quotes, and to expect
 22 a call to schedule the inspection. On 9/8/17 ** ***** emailed that an
 23 inspector, *** ***** , would be hired "early next week" and would be in
 24 contact to schedule the inspection. On 9/25/17 I emailed ** ***** stating
 25 I have had no contact with *** ***** . On 9/26/17 I received a reply from
 26 ** ***** that he would "follow up with him shortly". On 10/2/17 I
 27 emailed ** ***** requesting an "update". On 10/6/17 I received an email
 from ** ***** stating "**** has stated he will contact you asap. I am
 unsure why it took so long...". On 10/12/17 I emailed ** ***** that I
 have not had any response and requested from him to forward the
 supervisor's contact information at Cali. I have yet to have a response from
 ***** , I called 10/16/17 his contact number provided in his
 emails and received his voicemail, my contact information was left and
 have yet to receive a response. I contacted the Cali Customer Service and
 left a message for a supervisor to return my call, have had no response. I
 am not able to clean my floors because I have had conflicting information

⁹ *Id.*

1 from Cali customer service about cleaning products to use on my flooring.
2 I want these floors evaluated by an inspector, not *** ***** due to lack of
3 communication and replaced if they are indeed damaged. Cali will not
4 even send someone to evaluate these floors.¹⁰

5 d. 9/7/2016: There are scratches and 3 decent size chips in our flooring.
6 Customer service is putting the blame on us saying we must have moved
7 something heavy over the flooring. We installed the flooring ourselves and
8 promised the rep that we did not move anything heavy over it. We actually
9 have not even put our furniture back onto the flooring because we didn't
10 want them accusing us of causing the scratches. The scratches and chips
11 are all over the place and can't be replaced with just taking a couple boards
12 out. We just installed it and it already looks like it's been walked on for
13 months. I bought this product because it was supposed to be the hardest
14 flooring out there and it would withstand a 150 pound dog, high heels,
15 etc...it obviously can not.¹¹

16 e. 7/19/2016: Cali Bamboo Residential flooring has a 50-year warranty.
17 I have a tri-level house, and purchased flooring 2 years ago for one level. I
18 purchased extra overlap stair nosings and treads at the same time in
19 anticipation of purchasing more flooring for the lower level (cost too
20 much to buy all at once!). I have now reluctantly purchased flooring for
21 the lower level, even after I notice significant shrinking and ease of
22 scratching on the first flooring installed. I just wanted it all to match. Now,
23 I go to open the boxes that the previously ordered nosings and treads were
24 shipped in (they have been stored in a spare, unused, air conditioned
25 room). These nosings and treads are literally coming unglued, are
26 cracking, and have so many factory faults I cannot use them. At first I
27 thought I would take my loss, and I ordered more nosings. These all came
with cracks and defects. None can be used!!! Luckily, the last batch was
bought at *****, and not directly through the factory. I am sure ***** will
refund me for these. However, I am out hundreds of dollars for the first
nosings and treads I ordered, and Cali Bamboo is not willing to refund me
for those. Even if I had installed them upon purchase, if they are falling
apart after 2 years then they should be under warranty.¹²

f. 6/13/2017: Stay away from Cali Bamboo. I had lowes install in my
kitchen and after splintering, shifting and movement after 3 days, Lowes
admitted it was a defective floor and is going to replace my entire kitchen
now. They sent an independent floor guy to inspect and indeed not only is
the floor defective but the installation was incorrect. Stay far far far away
from Cali Bamboo and I agree.....stay away from Lowes. Use your local

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

1 independent supplier for quality products¹³

2 g. 3/9/2018: DO NOT BUY Cali Bamboo, no matter what you do , no
3 matter what the problem its the installer/homeowners fault. This stuff
4 scratches easier than my car paint. This stuff is total junk, once it gets
5 scratched its there for life. They say that it can be repaired but that just
6 leaves dull stained patches, like repairing a scratch on your car with FLAT
7 paint. Save yourself the heartache. The only part of the product that is true
8 is that it is hard, but so is my concrete, but at least the concrete can be
9 repaired. The product is hard but the surface is very , very, very soft. The
10 only thing I can say about the positive reviews is that they must be
11 employees that don't really have it. The fact that its shipped with a thick
12 foam padding between each board. DO NOT BUY THIS CRAP.¹⁴

13 h. We were enamored with the descriptions of Cali Bamboo Flooring,
14 the different selections, the widths and the hardness of the product. We
15 installed it paying close attention to their recommendations for
16 acclimation to the environment and literally let the product sit in our house
17 in a latticed stacked position for 3 – 4 months. We installed following
18 directions precisely, leaving minimal 1/2" space all around at walls, doors,
19 etc. We have had nothing but ongoing bulging; areas raised as much as 1 –
20 1 1/2 inches. We had to remove baseboard throughout the entire install
21 area, pry the edge boards out as they had expanded under the drywall, re-
22 cut the edge boards 1/2" back from the wall, put baseboard back and 2
23 months later have encountered the same problems. Also, the floor
24 scratches easily, plus we have footprints (and not from dirty shoes) that
25 are difficult to get out, even with the recommended product Cali promotes.
26 Our opinion of this product is — I would never ever use bamboo flooring
27 again unless it was glued or nailed down. But we can't do that as we have
a radiant floor heat system. We were assured this was an acceptable
product to use. The local salesman who sold it to us (and the Cali
customer service rep we spoke with) said it's a great product and would
work well in our climate. We are in the mountains of North Carolina and
our humidity runs 40 – 65%. My recommendation is there are other and
better products to be had for less money!¹⁵

i. 2/9/2011: Calli is a disreputable company that uses a hard sell to suck
you in and doesn't stand behind their products after the sale. LISTEN TO
THE WARNINGS! I should have. This is a direct quote from their
customer service rep: "If we had to honor all our customer complaints,
we'd go out of business." !!! My local supplier (Eco-Friendly Flooring,
Madison, Wisconsin) said, "If any customer was that unhappy with my

¹³ <https://www.houzz.com/discussions/3097451/has-anyone-used-solid-bamboo-floor-sold-at-lowes> (last visited 4/26/2019)

¹⁴ *Id.*

¹⁵ *Id.*

1 product and was willing to pay the shipping to return it, I'd give them a
2 full refund. " And Yanchi from Build Direct - is so confident of their
3 product they will give a full refund if returned in 30 days AND they'll pay
4 the shipping. Wish I'd known how little confidence Calli has in their
5 product before I gave them my money. My story: I really wanted a
6 floating floor so I could use a 6mm cork acoustic layer under. I also
7 wanted a solid hardwood and liked the look and feel of strand-woven
8 bamboo. My local supplier, Eco-Friendly Flooring, is trustworthy & has
9 years of rave reviews from local residential & business customers. But she
10 was out of their solid, click-lock, floating floors & I was just so stuck on
11 the idea. So I bought Calli's - letting myself be sucked in by their hard sell.
12 The stuff comes and is basically standard, tongue&groove boards -
13 slightly thicker, but in no way "engineered to be floating floors." The
14 boards have the slight warping typical of hardwoods. So when glued
15 together, there'd be significant cracks. That's when I got into a back &
16 forth with the service rep who said "all sales are final" and "If we had to
17 honor all our customer complaints, we'd go out of business." My
18 contractor called in a friend of his, a flooring expert with more experience
19 using bamboo, who said he'd go ahead with the glued floating floor. So I
20 did it. It looked great at first - despite many cracks due to the warping, but
21 no more than one would get with any nailed down hardwood floor (where
22 such cracks are the norm). The problem is that the installation didn't hold
23 up. The glue bonds simply could not hold. The warping in the boards
24 made a good glue bond along the length and ends of each impossible to
25 achieve. Some boards rock from side-to-side as if they were floating in an
26 ocean of molasses. Others have ends that press down. The whole thing is a
27 royal mess. Maybe these boards can be floated in small spaces over a
super subfloor with no underlayment, but they CAN NOT be used as Calli
sold them to me to be used. Calli even sold me the underlayment - and
certainly knew the area of floor I was covering, AND I talked to them at
length about all that plus our climate issues (very dry winters & humid
summers). "They are made for that kind of installation" "I have the exact
same thing in my condo" "Our bamboo have been used in your region
many times" and on and on went their sell. So they knew exactly what
they were selling me. DON'T LET YOURSELF BE SUCKED IN. Go
with a supplier that takes returns. That is a supplier that trusts their
product. Calli has no faith in their stuff so why should you?¹⁶

j. 3/11/2018: Oh man! I went through Lowe's and ordered Cali Bamboo
click lock flooring and had it installed by Lowe's subcontracted installer
1.5 years ago. A few months after the installation I had to have 5 planks
replaced as they cracked. I decided to go ahead and order and have
installed more of the flooring in our living room. I went through Lowe's
again. Right before the new wood was to be installed, I noticed a 17 foot

¹⁶ <https://www.complaintsboard.com/complaints/calibamboo-san-diego-california-c364073.html> (last visited Apr. 26, 2019).

1 1/3 " gap in the area that was previously installed. I showed this to the
 2 installer and he freaked out and refused to install the new flooring in
 3 the living room. I spoke with Lowe's installation and told them the story.
 4 The tried to force the installer to install it but there was no way they were
 5 going to do it. So, I had to carry all of the boards to my garage, requiring
 6 36 separate trips up and down our main stairs. Lowe's would not do this
 7 for me. I have spent the past 3 months trying to get something done about
 8 the gap in the original installation. Lowe's is no help whatsoever as they
 9 are trying to blame Cali Bamboo. Cali Bamboo is trying to blame the
 10 installer. They now say they have to have an inspector come out and take a
 11 look at the floor. I have a whole series of emails from them saying the
 12 problem is an "easy fix" and that we will not have to pay for it. I am so
 13 tired of their lies, lack of attention, slowness, and poor customer service. I
 14 have spent almost \$9, 000 on the flooring thus far and am very
 15 dissatisfied, to say the least. I did my homework 1.5 years ago before
 16 choosing Lowe's and Cali Bamboo. Today, when I Googled Cali Bamboo
 17 a lot more negative information popped up. Today I contacted Lowe's
 18 corporate office and filed a complaint and am going to try to call Cali
 19 Bamboo corporate headquarters and speak to a CEO (if I can get so
 20 lucky). I am going to contact an attorney if nothing moves forward with
 21 this claim. My advice - DO NOT BUY CALI BAMBOO AND, WORSE
 22 YET, DO NOT PURCHASE IT FROM LOWE'S AND HAVE IT
 23 INSTALLED BY THEM.¹⁷

24 k. 7/26/2018: I am going through the same thing with Cali Bamboo. We
 25 have had the flooring for almost 2 years and have had nothing but
 26 problems. When the flooring first started gapping, they said it was
 27 installed wrong, that we needed T-Mold spacers (which btw were like
 having speed bumps throughout our house). They sent us more wood and
 the T-Molds, told us to follow the gap instructions, and have it re-
 installed. We did everything they said to do. The addition of the T-mold
 spacers destroyed the aesthetic quality of the floors.

2 months later, the same things began to happen. Large gaps in the floor
 throughout the house. This time we hired a new contractor who re-
 installed the entire floor for a third time, this time without the T-Molds
 since they obviously had no impact on the problem and were a tripping
 hazard for our elderly parents. Within a few months, the gapping began
 again.

I called Cali again and filed another complaint. We are at the point of
 waiting for one of their inspectors to come to the house. We have another
 2 weeks to go until they arrive, and now our flooring is buckling from
 swelling in multiple areas. Some of the wood is actually snapping from the
 pressure.

If you have written to the Attorney General, can you share their response

¹⁷ *Id.*

and/or their contact information. I would like to do the same.¹⁸

CLASS ACTION ALLEGATIONS

37. Plaintiff brings this action as a class action pursuant to Rule 23(b)(2) and Rule 23(b)(3) of the Federal Rules of Civil Procedure on behalf of himself and the class. This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements as set forth in Rule 23(a) and Rule 23(b)(3).

38. Plaintiff advances this action on behalf of the following Class:

All individuals in the United States of America who purchased, for personal, family, or household use, Cali Bamboo solid bamboo flooring manufactured by Cali Bamboo and sold by Lowes from January 1, 2012 to present, and all individuals in the United States of America who purchased for personal, family, or household use Cali Bamboo directly from Cali Bamboo between January 1, 2012 and December 31, 2016. Excluded from the Class are Defendants, their legal representatives, assigns and successors and any entity in which Defendants have a controlling interest. Also excluded is the judge to whom this case is assigned and any member of the judge’s immediate family and judicial staff. Claims for personal injury are specifically excluded from the Class.

39. Numerosity (Rule 23(a)(1)). Although the actual size of the Class is uncertain, Plaintiff is informed and believes the Class is comprised of many of thousands of property owners, making joinder impractical. The disposition of the claims of these Class Members in a single class action will provide substantial benefits to all parties and to the Court.

40. Community (Rule 23(a)(2)). There exist questions of law and fact common to all Class Members. Common questions include, but are not limited to, the following:

- a. Whether the Product is subject to premature failure well in advance of its represented fifty-year useful life;
- b. Whether the Product is not suitable for use as a long-term flooring product;
- c. Whether Defendant knew, or should have known, of the defective nature of the Product before making it available for purchase and use by the

¹⁸ *Id.*

1 Plaintiff and Class Members;

2 d. Whether Defendant failed to disclose to Plaintiff and Class
3 Members the defective nature of the Product;

4 e. Whether Defendant, through making statements of material facts
5 regarding the Product's hardness and omitting other material facts regarding the
6 particular susceptibility of the Product to cupping, warping, scratching, denting,
7 and other defects, had a duty to disclose full information regarding the Product's
8 characteristics;

9 f. Whether Defendant's failure to disclose material facts violated
10 Business Professions Code Section 17200;

11 g. Whether Defendant's failure to inform purchasers that the
12 Product was susceptible to the failures alleged herein was a material omission,
13 the nondisclosure of which was a deceptive sales practice under the consumer
14 protection statutes of applicable state law;

15 h. Whether Defendant had a duty to Plaintiff and Class Members to
16 disclose the true nature of the Product;

17 i. Whether the facts not disclosed by Defendant to Plaintiff and
18 Class Member are material facts;

19 j. Whether Defendant knew, or should have known that the Product
20 would prematurely fail, is not suitable for use as flooring in residences or
21 businesses, and is otherwise is not as represented by Defendant;

22 k. Whether Defendant violated California's Consumers Legal
23 Remedies Act (California Civil Code § 1750 *et seq.*), when it failed to disclose
24 the true nature of the Product, and led consumers to believe, through its
25 advertising, warranties, and other express representations that the Product had
26 characteristics that it did not actually have;

27 l. Whether, in committing the acts alleged herein, Defendant

1 engaged in unfair competition and in an unfair business practice or practices
2 within the meaning of California Business and Professions Code § 17200;

3 m. Whether such acts or practices were illegal, unfair, or fraudulent
4 within the meaning of California Business and Professions Code § 17200;

5 n. Whether Plaintiff and Class Members are entitled to
6 compensatory damages, restitution, and the amounts thereof respectively;

7 o. Whether Defendant should be declared financially responsible for
8 notifying all Class Members of the defective Product and for the costs and
9 expenses of repair and replacement of all defective flooring materials and
10 providing restitution of monies paid and inadequate value given;

11 p. Whether Defendant should be ordered to disgorge, for the benefit
12 of Class Members, all or part of their ill-gotten profits received from the sale of
13 defective Product and/or to make full restitution to Plaintiff and Class Members;
14 and

15 q. Whether Defendant should be enjoined from continuing to
16 market the Product, utilizing an omission of material facts.

17 41. Typicality (Rule 23(a)(3)). The claim of the representative Plaintiff is typical of
18 the claims of Class Members, in that the representative Plaintiff, like all Class Members, own a
19 structure in which the defective Product was installed and failed prematurely. The
20 representative Plaintiff, like all Class Members, has suffered a common injury: Plaintiff will
21 incur the cost of repairing and/or replacing the defective Product and repairing any resultant
22 consequential damage to other building components. The factual basis of Defendant's
23 misconduct is common to all Class Members.

24 42. Adequacy (Rule 23(a)(4)). Plaintiff will fairly and adequately represent and
25 protect the interests of the Class. Plaintiff has retained counsel with substantial experience in
26 prosecuting consumer class actions, including actions involving defective building products,
27 failure to disclose material information regarding product performance, and violation of

1 consumer protection statutes. Plaintiff and his counsel are committed to vigorously prosecuting
2 this action on behalf of the Class and have the financial resources to do so. Neither Plaintiff
3 nor his counsel has any interest adverse to those of the Class.

4 43. Predominance of Common Questions (Rule 23(b)(3)). Common questions of
5 law and fact predominant over any questions involving individualized analysis.
6 Fundamentally, there are no material questions of fact or law that are not common to Class
7 Members. Common issues of fact include that all Class Members purchased the same Product
8 and received the same omission. The performance of the Product relative to its represented
9 qualities is a common question, as is the Defendant's knowledge regarding the Product's
10 performance and Defendant's uniform omission to Class Members of these material facts.
11 Common questions of law include whether Defendant's conduct violates California's consumer
12 protection statutes and other law, and the Class Members' entitlement to damages and
13 remedies.

14 44. Superiority (Rule 23(b)(3)). Plaintiff and Class Members have all suffered and
15 will continue to suffer harm and damages because of Defendant's unlawful and wrongful
16 conduct. A class action is superior to other available methods for the fair and efficient
17 adjudication of the subject controversy. Because of the relatively small size of the individual
18 Class Members' claims, most Class Members likely would find the cost of litigating their
19 individual claims to be prohibitive and will have no effective remedy at law. Thus, absent a
20 class action, Class Members will continue to incur damages and Defendant's misconduct will
21 proceed without remedy. The class treatment of common questions of law and fact is also
22 superior to multiple individual actions or piecemeal litigation in that it conserves the resources
23 of the courts and the litigants and promotes consistency and efficiency of adjudication. There
24 is no impediment to the management of this action because of the virtual identity of the
25 common questions of law and fact to all Class Members.

26 45. Injunctive Relief (Rule 23(b)(2)). Defendant has engaged and continues to
27 engage in business practices which are unfair, unlawful, and/or fraudulent in violation of

1 California's Unfair Competition Law (Business & Professions Code §§ 17200 *et seq.*) and the
2 False Advertising Law (Business & Professions Code §§ 17500 *et seq.*).

3 46. Plaintiff seeks class-wide injunctive relief on grounds consistent with the
4 standards articulated in Rule 23(b)(2) that establish final injunctive relief as an appropriate
5 class-wide remedy, in that Defendant continues to advertise the Product and continues to fail to
6 disclose material facts regarding the Product.

7 **ESTOPPEL FROM PLEADING THE STATUTE OF LIMITATIONS**

8 47. Defendant knew or reasonably should have known that the Product was
9 defective before its sale. Defendant intentionally concealed material truths and disclosed half-
10 truths while at the same time concealing material information that would have corrected
11 consumers' perceptions, concerning the Product from the general public and Class Members,
12 while continuing to falsely represent that the Product is fit for its intended use.

13 48. Defendant affirmatively represented to the general public the Product carried a
14 fifty-year (50) warranty. Through these representations, Defendant created a reasonable
15 expectation among ordinary consumers and in the construction trades that the Product would
16 have a useful life of at least fifty (50) years.

17 49. Defendant's acts of fraudulent concealment also include, but are not limited to,
18 using improper warranty tactics and commissioning sham inspections of Class Members'
19 flooring in response to complaints to mislead consumers as to the cause of the Product's
20 failures and the true nature of the Product defects.

21 50. Based upon Defendant's misrepresentations and concealment, Defendant is
22 equitably estopped from asserting a statute-of-limitations defense.

23 51. Alternatively, to the extent Defendant pursued a common policy of diverting
24 warranty claims or other customer complaints about the Product through misleading and
25 erroneous investigation, or delaying tactics that induced Plaintiff or Class Members to not
26 assert their rights in a timely manner, Defendant is equitably estopped from asserting a statute-
27 of-limitations defense.

1 **FIRST CAUSE OF ACTION**
2 **(Violation of California Consumers Legal Remedies Act (“CLRA”))**

3 52. Plaintiff incorporates by reference the allegations contained in all preceding
4 paragraphs of this complaint.

5 53. Defendant and the Doe Defendants are “persons” as defined by California Civil
6 Code §1761(c).

7 54. Defendant engaged in unfair competition or unfair or deceptive acts or practices
8 in violation of California Civil Code §1770(a)(5), (a)(7), and (a)(9) when Defendant failed to
9 disclose that factors other than the Product’s hardness can lead to the Product easily scratching
10 and denting and manifesting other defects complained of by Plaintiff and Class Members.
11 Defendant further violated the CLRA when Defendant falsely represented that the Product was
12 of a particular standard or quality.

13 55. Defendant’s deceptive practices were specifically designed to induce Plaintiff
14 and Class Members to purchase the Product. Defendant engaged in marketing efforts as
15 detailed in the general allegations, to reach Class Members, their agents, and/or third parties on
16 whom they relied to persuade them to purchase and install the Product manufactured by
17 Defendant, or to purchase homes and other structures in which the defective Product
18 manufactured by Defendant has been installed.

19 56. To this day, Defendant continues to engage in unlawful practices in violation of
20 the CLRA. Defendant continues to conceal the defective nature of the Product and has omitted
21 to disclose, on inquiry from Plaintiff and Class Members, the Product’s defective propensities.

22 57. Plaintiff served Defendant with notice of their violation of the CLRA by serving
23 notice on their President and CEO by certified mail to their San Diego Headquarters, on 6675
24 Mesa Ridge Road, Suite 100, San Diego, CA 92121. A copy of the notice is attached to this
25 Complaint as Exhibit A. Once 30 days have elapsed, Plaintiff will amend this complaint to
26 include a request for damages.

27 WHEREFORE, Plaintiff on behalf of himself and for all others similarly situated,

1 demands a permanent injunction be issued against Defendant to refrain from continued
2 advertising of the Product that omits material facts about product performance, injunctive relief
3 forcing Defendant to replace and repair all Product at issue for Class Members, plus costs and
4 attorneys' fees pursuant to California Civil Code § 1780(e).

5 **SECOND CAUSE OF ACTION**
6 **(Violation of California Unfair Competition Law- Unlawful Business Practice)**

7 58. Plaintiff incorporates by reference the allegations contained in all preceding
8 paragraphs of this Complaint.

9 59. California Business and Professions Code §17200 *et seq.* prohibits acts of unfair
10 competition, which includes unlawful business practices.

11 60. Defendant engaged in unlawful business practices in that omitted to disclose that
12 the Product fails prematurely.

13 61. Defendant's deceptive practices constitute an unlawful business practice in that
14 the practices were specifically designed to induce Plaintiff, Class Members, and their agents or
15 third parties upon whom Plaintiff and Class Members' relied to provide appropriate guidance
16 regarding suitable flooring products, to purchase on Class Members' behalf the Product and
17 install the Product, recommend the use of the Product, or to purchase homes and other
18 structures in which the Product has been installed.

19 62. To this day, Defendant has engaged and continues to engage in unlawful
20 business practices by concealing the defective nature of the Product and have knowingly
21 misrepresented to Class Members the Product possess qualities and characteristics it does not
22 have.

23 63. As a direct and proximate cause of Defendant's unfair and unlawful methods of
24 competition and unfair, deceptive or unlawful acts or practices, Plaintiff and Class Members
25 have suffered actual damages in that they own homes and other structures on which defective
26 Product is or was installed. The Product has failed and will continue to prematurely fail due to
27 its poor design, poor manufacture, and unsuitability for its intended purpose, which will require

1 (or has already required) Plaintiff and Class Members to incur costs to prematurely repair
2 and/or replace their floorings.

3 64. As a proximate result of their unlawful, unfair, or fraudulent practices,
4 Defendant has been unjustly enriched and should be required to make restitution to the Plaintiff
5 and Class Members pursuant to §§ 17203 and 17204 of the California Business & Professions
6 Code.

7 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, demands
8 judgment against Defendant, and each of them, for restitution and/or disgorgement of funds
9 paid to Defendant by Plaintiff and Class Members to purchase the Product, or the value of the
10 product in their home or structure, or in the form of repair and/or replacement of the defective
11 Product on the Class Members' homes and other structures.

12 **THIRD CAUSE OF ACTION**
13 **(Violation of Unfair Competition Law – Unfair Business Practice)**

14 65. Plaintiff incorporates by reference the allegations contained in all preceding
15 paragraphs of this complaint.

16 66. Defendant engaged in an unfair business practice by knowingly failing to
17 disclose material facts concerning the Product.

18 67. Defendant's "unfair" practices were designed to induce Plaintiff and Class
19 Members, or their agents, and/or third parties upon whom Plaintiff and Class Members relied to
20 provide appropriate flooring products, to purchase and install the Product, recommend the use
21 of the Product, or to purchase homes and other structures on which the Product has been
22 installed.

23 68. To this day, Defendant has failed to disclose facts concerning the Product
24 performance, facts that would be and are material to the consumer or those third parties, such as
25 flooring contractors and general contractors, on whom the consumer relies.

26 69. As a direct and proximate cause of Defendant's unfair methods of competition
27 and unfair or deceptive acts or practices, Plaintiff and Class Members have suffered actual

1 damages in that they own homes and other structures in which defective Product is or was
2 installed. The Product will prematurely fail due to inadequate product testing, poor design
3 and/or manufacturing techniques, and poor installation guidelines, which will require Plaintiff
4 and Class Members to incur costs to prematurely repair and/or replace their flooring.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays that the Court enter judgment against Defendant, and
7 each of them, and in favor of Plaintiff, and to award the following relief:

8 1. Certification of a national class consistent with the class definitions and
9 appointment of Plaintiff as class representative;

10 2. Appointment of the undersigned as counsel for the proposed Class;

11 3. A declaration that Defendant's actions violate the state consumer protection
12 statutes of California;

13 4. A declaration that Defendant is financially responsible for notifying all Class
14 Members;

15 5. Injunctive relief requiring Defendant to replace and/or repair all Products
16 installed in structures owned by the Class;

17 6. A declaration that Defendant must disgorge, for the benefit of the Class, all or
18 part of its ill-gotten profits received from the sale of defective Product, and/or to make full
19 restitution to Plaintiff and the Class Members;

20 7. An award of costs and attorneys' fees, as allowed by law, and/or from a
21 common fund created hereby;

22 8. Leave to amend to conform to the evidence presented at trial; and

23 9. Orders granting such other and further relief as may be appropriate.

24 \\\

25 \\\

26 \\\

27 \\\

JURY TRIAL DEMAND

Plaintiff hereby demands a jury trial for all individual and Class claims so triable.

RESPECTFULLY SUBMITTED AND DATED this 9th day of August, 2019.

ROBINS KAPLAN LLP

By: /s/Michael F. Ram

Michael F. Ram (SBN 104805)

mram@robinskaplan.com

Marie N. Appel (SBN 187483)

mappel@robinskaplan.com

ROBINS KAPLAN LLP

2440 W El Camino Real, Suite 100

Mountain View, CA 94040

Telephone: (650) 784-4040

Jeffrey B. Cereghino (SBN 099480)

jbc@cereghinolaw.com

CEREGHINO LAW GROUP

101 Montgomery Street, Suite 1800

San Francisco, California 94104

Telephone: (415) 433-4949

Charles J. LaDuca (Pro Hac Vice to be submitted)

charles@cuneolaw.com

Brendan Thompson (Pro Hac Vice to be submitted)

brendant@cuneolaw.com

CUNEO GILBERT & LaDUCA, LLP

4725 Wisconsin Avenue, NW, Suite 200

Washington, DC 20016

Telephone: (202) 789-3960

Samuel J. Strauss (Pro Hac Vice to be submitted)

sam@turkestrauss.com

TURKE STRAUSS, LLP

936 N 34th Street, Suite 300

Seattle, WA 98103

Telephone: (608) 237-1775

Attorneys for Plaintiff and the Class

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 KLAEHN, on behalf of himself and all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Michael Ram, Robins Kaplan LLP - (650) 784-4040, 2440 W El Camino Real, Ste. 100, Mountain View, CA 94040

DEFENDANTS

CALI BAMBOO, LLC, a California Limited Liability Company; and DOES 1 through 200,

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

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

Attorneys (If Known) '19CV1498 LAB KSC

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

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

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

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

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

Click here for: Nature of Suit Code Descriptions.

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

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

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (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): Violation of CA Civil Code Section §1770 and §17200. Brief description of cause: Violation of CLRA, Violation of Unfair Competition Law, Violation of Unfair Business Practice

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ \$5,000,000+ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

08/09/2019

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- 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.

Exhibit A

ROBINS  KAPLAN LLP

2440 W EL CAMINO REAL
SUITE 100
MOUNTAIN VIEW, CA 94040

650-784-4002 TEL
650-784-4041 FAX
ROBINSKAPLAN.COM

MICHAEL F RAM
650-784-4007 TEL
MRAM@ROBINSKAPLAN.COM

July 29, 2019

*By Certified Mail
Return Receipt Requested*

Doug Jackson, President and CEO
Cali Bamboo, LLC
6675 Mesa Ridge Road
Suite 100
San Diego, CA 92121

Re: William Klaehn, Cali Bamboo Flooring, Purchase dates: 4/17/2018,
7/17/2018; Lowe's PO's: 72409560, 79974056; Case No. #67154
Notice of Violation of Consumers Legal Remedies Act

Dear Mr. Jackson:

We represent William Klaehn of Fremont, Ohio with respect to the above-referenced purchases. I am writing to provide you notice that Mr. Klaehn demands correction under the California Consumers Legal Remedies Act on behalf of himself and a nationwide class of all others similarly situated.

In April 2018, Mr. Klaehn and his wife were shopping for a new floor for their residence and visited their local Fremont Lowe's to look at flooring. One of the flooring products Lowe's sold was Cali Bamboo. Mr. Klaehn purchased approximately \$2,000 of Cali Bamboo fossilized bamboo flooring ("Bamboo Flooring") after seeing the Cali Bamboo display which represented that the Cali Bamboo flooring was the "World's Hardest Floors™," "Pet-Friendly," scratch resistant, "High Heel Safe," long-lasting, durable and guaranteed to last 50 years. He also purchased the recommended Pergo Gold's underlayment for approximately \$700. The floor was installed in the kitchen, dining room and laundry room shortly thereafter, in May 2018. Within a few months, the floors showed some scratches and, by December 2018, Plaintiff Klaehn noticed that the floors were cracked throughout and were showing more scratches.

By falsely making the above-referenced representations including that the Bamboo Flooring was long-lasting, durable, and guaranteed to last 50 years, Cali

July 29, 2019
Page 2

Bamboo, LLC violated the following sections of the Consumers Legal Remedies Act, Cal. Civil Code sections 1750 *et seq.*:

- Cal. Civil Code § 1770(a)(5), which prohibits representing that goods or services characteristics which they do not have;
- Cal. Civil Code § 1770(a)(7) which prohibits representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another;
- Cal. Civil Code § 1770(a)(9), which prohibits advertising goods with the intent not to sell them as advertised.

Like Mr. Klaehn, other similar purchasers across the country also purchased defective Bamboo Flooring. Cali Bamboo, LLC knew or should have known that its Bamboo Flooring was defective and would not last the length of its purported warranty.

The Consumers Legal Remedies Act provides for injunctive relief and actual damages. Cal. Civil Code §1780(a). On behalf of Mr. Klaehn and all other similarly situated purchasers of Cali Bamboo, LLC's Bamboo Flooring, we demand that Cali Bamboo remedy the above violations within thirty (30) days of receiving this letter, as required the CLRA by refunding the purchase price of the Bamboo Flooring to all purchasers and notifying potential class members that refunds are available. If Cali Bamboo does not provide the relief requested in this letter within 30 days, Mr. Klaehn will sue for other damages among other things under the Consumer Legal Remedies Act.

As we are representing Mr. Klaehn, all contact with him must be made through our firm. I am available to discuss any reasonable offer of settlement you may wish to make. You may reach me directly at (650) 784-4007 or by e-mail at mram@robinskaplan.com.

Very Truly Yours,



Michael F. Ram

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Cali Bamboo Flooring Prone to Premature Cracking, Warping, Class Action Suit Alleges](#)
