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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

SALIL PRASAD, on behalf of himself and all  
others similarly situated

Plaintiff,

v.

LUMBER LIQUIDATORS, INC., a Delaware  
Corporation, LUMBER LIQUIDATORS  
LEASING, LLC, a Delaware Corporation,  
LUMBER LIQUIDATORS HOLDINGS, INC.,  
a Delaware Corporation, LUMBER  
LIQUIDATORS SERVICES, LLC, a Delaware  
Limited Liability Company,

Defendants.

No.

**COMPLAINT  
CLASS ACTION**

**DEMAND FOR JURY TRIAL**

Plaintiff Salil Prasad, on behalf of himself and all others similarly situated nationwide, hereby  
files this Class Action Complaint against Defendants, Lumber Liquidators, Inc., a Delaware corporation,  
Lumber Liquidators Leasing, LLC, a Delaware corporation, Lumber Liquidators Holdings, Inc., a  
Delaware corporation and Lumber Liquidators Services, LLC, a Delaware corporation (collectively  
referred to as “Defendants” or “Lumber Liquidators”) for the purchase of wood laminate flooring  
containing excessive levels of formaldehyde, a known carcinogen. In support thereof, Plaintiff states as  
follows:

## I. INTRODUCTION

1. Consumers who are in the fortunate position of finishing or refurbishing their homes are confronted with an overwhelming number of options for building materials. Consumers put a premium on quality, durability, and, above all, safety, when they choose products to introduce and install in their home environments. This is precisely what Plaintiff Prasad and putative Class members did when they purchased wood laminate flooring from Lumber Liquidators.

2. Lumber Liquidators does not present itself in the marketplace as a run-of-the-mill flooring purveyor. Rather, it goes out of its way, via ads on National Public Radio, other similar outlets, and its own website, to appeal to environmentally- and health-conscious consumers with representations like this one:



3. For example, Lumber Liquidators has advertised that its laminate products are a good choice for “busy” homes with children and pets, as shown in this image from a video advertisement:



<sup>1</sup> YouTube, Laminate Flooring: Lumber Liquidators, [https://www.youtube.com/watch?v=khO\\_a-5Qq9E](https://www.youtube.com/watch?v=khO_a-5Qq9E) (last visited Mar. 6, 2015) (uploaded Jan. 6, 2012).

1           4.       They also represent that their products are a healthy choice generally. In another video, a  
 2 customer explains that she chose Defendants' laminate flooring because it would be better for  
 3 minimizing the symptoms of her Sjögren's syndrome, an immune system disorder.<sup>2</sup> In other  
 4 advertisements, Defendants ask consumers to "trust the people over two million people trust."<sup>3</sup>

5           5.       Contrary to its public image, however, Lumber Liquidators routinely sells products that  
 6 are not only poor quality, they are dangerous. Indeed, independent lab tests demonstrate that laminate  
 7 flooring sold by Lumber Liquidators releases cancer-causing formaldehyde at levels far in excess of safe  
 8 standards.

9           6.       Lumber Liquidators' customers who bought this product are forced to incur the financial  
 10 consequences of their purchase of Defendants' toxic wood products ("Toxic Laminate Flooring"). They  
 11 are also facing years of uncertainty because they have inadvertently exposed themselves to a known  
 12 toxin. Will they or their loved ones suffer from cancer or other health problems caused by their in-home  
 13 exposure to formaldehyde in the coming years? Only time will tell, and Plaintiff and others must live  
 14 with that uncertainty.

15           7.       Defendants supervise and control the manufacturing, packaging, distributing, marketing  
 16 and/or selling of laminate wood flooring products to consumers in California and across the United  
 17 States. Defendants' marketing, packaging, and websites explicitly represent that these laminate wood  
 18 flooring products are safe, meet or exceed "the most stringent environmental and quality standards,"<sup>4</sup>  
 19 and comply with, among other laws, the strict formaldehyde emission standards promulgated by the  
 20  
 21  
 22  
 23

24  
 25 <sup>2</sup> YouTube, Lumber Liquidators, Laying It Forward: Dawn Gursin in Washington Township, MI,  
[https://www.youtube.com/watch?v=B\\_C80INXLjk](https://www.youtube.com/watch?v=B_C80INXLjk) (last visited Mar. 6, 2015) (uploaded June 11,  
 26 2014).

27 <sup>3</sup> 60 Minutes, Lumber Liquidators Linked to Health and Safety Violations,  
[http://www.cbs.com/shows/60\\_minutes/video/A3GckRjCT6fZltzt0BH8GKM0nGZJ8cw/lumber-](http://www.cbs.com/shows/60_minutes/video/A3GckRjCT6fZltzt0BH8GKM0nGZJ8cw/lumber-liquidators-linked-to-health-and-safety-violations/)  
 28 [liquidators-linked-to-health-and-safety-violations/](http://www.cbs.com/shows/60_minutes/video/A3GckRjCT6fZltzt0BH8GKM0nGZJ8cw/lumber-liquidators-linked-to-health-and-safety-violations/) (last visited Mar. 6, 2015).

<sup>4</sup> Lumber Liquidators, *Health and Safety*, [http://www.lumberliquidators.com/sustainability/health-and-](http://www.lumberliquidators.com/sustainability/health-and-safety/?WT.ad=GLOBAL_FOOTER_HealthSafety)  
[safety/?WT.ad=GLOBAL\\_FOOTER\\_HealthSafety](http://www.lumberliquidators.com/sustainability/health-and-safety/?WT.ad=GLOBAL_FOOTER_HealthSafety) (last visited Mar. 5, 2015).

1 California Air Resources Board (“CARB”) and enumerated in California’s Airborne Toxic Control  
2 Measure to Reduce Formaldehyde Emissions from Composite Wood Products (“CARB Regulations”).  
3 Cal. Code Regs. tit. 17, §§ 93120-93120.12.

4  
5 8. Despite Defendants’ express representations about the safety of their products and their  
6 compliance with the strictest environmental standards, Defendants have sold and continue to sell  
7 laminate wood flooring products to consumers in California and across the United States that emit  
8 formaldehyde gas at levels that exceed the limits set forth in the CARB standards. Although Defendants  
9 tout their products as meeting the most stringent standards, they, in fact, do not.

10 9. Importantly, Lumber Liquidator’s Chief Executive Officer, Robert Lynch, admitted  
11 during a conference call with investors on March 12, 2015, that at least some of its products are not  
12 compliant with CARB standards: “In CARB’s preliminary findings, some of our samples they  
13 deconstructed and tested (due to the variability of the test) exceeded the limits for raw cores.”  
14

15 10. Defendants fail to disclose the unlawful level of formaldehyde emission to consumers,  
16 and misrepresent the quality, safety, and character of their laminate flooring products. As a result,  
17 consumers across the United States are buying flooring products from Defendants that Defendants  
18 falsely say are safe.

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

23 12. Laminate wood flooring is generally composed of a base layer of pressed composite  
24 wood (particle board or medium-density fiberboard), which is a mixture of sawdust or wood particles,  
25 bonded together with glue or resin, and a top layer which is usually a veneer or other material such as a  
26 photographic image or picture of wood, affixed as a decorative surface. The CARB Regulations  
27  
28

1 categorize medium density fiberboard as either “MDF,” which has a thickness of greater than 8 mm, or  
2 “Thin MDF,” which has a thickness of 8mm or less. Cal. Code Regs. tit. 17, § 93120.

3 13. Inexpensive laminate wood flooring, often produced in China, can be a significant source  
4 of formaldehyde gas emissions because formaldehyde glues and resins are used to hold the pressed  
5 wood together.  
6

7 14. Defendants supervise and control the manufacturing of laminate wood flooring products  
8 from several manufacturing plants in China. Defendants sell those laminate wood flooring products at  
9 Lumber Liquidators’ 38 retail stores in California, and at stores across the country. Defendants also sell  
10 those laminate wood flooring products to consumers nationwide through Lumber Liquidators’ retail  
11 website, [www.lumberliquidators.com](http://www.lumberliquidators.com), and through its toll free customer service telephone line, 1-800-  
12 HARDWOOD (1-800-427-3966).  
13

14 15. Plaintiff seeks to represent himself and similarly-situated consumers nationwide who  
15 purchased Defendants’ laminate wood flooring products that were (1) labeled as CARB compliant, but  
16 were not in fact, CARB compliant, and (2) sold to consumers in the United States at any time from  
17 March 6, 2011 through the date of judgment herein. Plaintiff seeks restitution of money he and the  
18 putative class spent on Defendants’ flooring products, an injunction prohibiting Defendants’ ongoing  
19 unlawful, unfair, and fraudulent business practices, as well as damages on behalf of himself and the  
20 putative class.  
21

## 22 II. JURISDICTION AND VENUE

23 16. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act, 28  
24 U.S.C. § 1332(d), because Plaintiff is a citizen of California, and Defendants are citizens of Delaware or  
25 Virginia; there are certainly 100 or more class members; and the aggregate amount in controversy will  
26 exceed \$5,000,000.  
27  
28

1           17.     The Court has personal jurisdiction over Defendants because a substantial portion of the  
2 alleged wrongdoing occurred in California. Defendants also have sufficient minimum contacts with  
3 California, including 38 retail outlets, and have otherwise intentionally availed themselves of the  
4 markets in California through the promotion, marketing, and sale of products sufficient to render the  
5 exercise of jurisdiction by this Court permissible under traditional notions of fair play and substantial  
6 justice.  
7

8           18.     Venue is proper in the Northern District of California pursuant to 28 U.S.C. § 1391(b)(2)  
9 and (3) because a substantial part of the events or omissions giving rise to the claims at issue in this  
10 Complaint arose in this District, a substantial part of the property that is the subject of this action is  
11 situated in this District, and Defendants are subject to the Court's personal jurisdiction with respect to  
12 this action.  
13

### 14                                   **III.     PARTIES**

15           19.     Plaintiff Salil Prasad is and at all relevant times was a citizen of California. Plaintiff  
16 Prasad purchased and used Defendants' laminate flooring for his personal use.

17           20.     Defendant, Lumber Liquidators, Inc. is a Delaware corporation with its principal place of  
18 business at 3000 John Deere Road, Toano, Virginia 23168. Lumber Liquidators, Inc. is licensed and  
19 doing business in the State of California.  
20

21           21.     Defendant, Lumber Liquidators Leasing, LLC, is a Delaware Limited Liability  
22 Corporation with its principal place of business at 3000 John Deere Road, Toano, Virginia 23168.

23           22.     Defendant, Lumber Liquidators Holdings, Inc. is a Delaware corporation with its  
24 principal place of business at 3000 John Deere Road, Toano, Virginia 23168.

25           23.     Defendant, Lumber Liquidators Services, LLC, is a Delaware Limited Liability  
26 Corporation with its principal place of business at 3000 John Deere Road, Toano, Virginia 23168.  
27  
28

#### IV. FACTUAL ALLEGATIONS

##### A. California's CARB Standard for Formaldehyde

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

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

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

27. The CARB Regulations apply to composite wood ("laminated") products including flooring. Cal. Code Regs., tit. 17, § 93120.2(a).

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

29. In 2010, Congress passed and President Barack Obama signed into law the Formaldehyde Standards for Composite Wood Products Act, which adds a Title VI to the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2697, and establishes limits for formaldehyde emissions from composite wood



1 products. The national emission standards in that law mirror the CARB limit. On June 2013, the U.S.  
 2 Environmental Protection Agency promulgated rules to implement those standards. *See* Formaldehyde  
 3 Emissions Standards for Composite Wood Products, 78 Fed. Reg. 34820 (June 10, 2013) (to be codified  
 4 at 40 C.F.R. Part 770).

5  
 6 **B. Defendants Misrepresent that their Laminate Flooring Meets the CARB Standards and is Safe**

7 30. Despite unlawful levels of formaldehyde emissions from their laminate wood flooring  
 8 products, Defendants misrepresent to consumers on their website, product packaging, and warranties  
 9 that their laminate wood flooring products meet the CARB standards for formaldehyde emissions.

10 31. During the Class Period, Defendants have manufactured, labeled and sold the laminate  
 11 flooring that it affirmatively represents is compliant with “CARB regulations in the State of California.”

12 32. Defendants affirmatively represent that their products meet CARB standards *everywhere*  
 13 they sell their products. Defendants explicitly tell customers that their “commitment to quality and  
 14 safety extends to everywhere we do business. We require that all of our suppliers comply with  
 15 California’s advanced environmental requirements, even for products sold outside California.”<sup>5</sup>

16 33. Defendants explicitly represent that they “regularly” test their own products to ensure  
 17 they comply with the strictest standards, and routinely “send product out to an independent lab for  
 18 additional testing to ensure” the products meet the stringent standards.

19 34. In addition, the product packaging for Lumber Liquidators’ laminate wood flooring  
 20 states: “CARB...Phase 2 Compliant Formaldehyde.” On information and belief, this statement is  
 21 presented on all Defendants’ laminate flooring product packaging even though the flooring inside the  
 22 packaging does not comply with CARB standards.

23  
 24  
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 26  
 27  
 28 <sup>5</sup> Lumber Liquidators, *Health and Safety*, [http://www.lumberliquidators.com/sustainability/health-and-safety/?WT.ad=GLOBAL\\_FOOTER\\_HealthSafety](http://www.lumberliquidators.com/sustainability/health-and-safety/?WT.ad=GLOBAL_FOOTER_HealthSafety) (last visited Mar. 5, 2015).



1           35. Defendants' laminate wood flooring is not what it purports to be. Despite their explicit  
2 representations to the contrary, Defendants' laminate wood flooring, in fact, contains dangerous levels  
3 of formaldehyde that exceed the CARB regulations and the standards promulgated in the TSCA and are  
4 hazardous to human health.

5           36. Formaldehyde gas can cause cancer, asthma, chronic respiratory irritation and other  
6 ailments including skin and breathing problems. The risk of these health problems is significantly  
7 greater for children.

8           37. Formaldehyde is the sort of toxic substance to which people may be exposed without  
9 knowing they are at risk. Day after day, week after week, month after month, Plaintiff lives in his home,  
10 an enclosed place, while his flooring is emitting toxic, cancer-causing fumes.

11           38. As such, the laminate flooring Defendants sold Plaintiff and other customers poses great  
12 health risks.

13           39. Defendants' marketing materials for the laminate flooring contain false and misleading  
14 information relating to its compliance with California standards, which was designed to increase sales of  
15 the products at issue.

16           40. Defendants' marketing materials for the Toxic Laminate Flooring contain false and  
17 misleading information relating to the safety of their laminate flooring, which was designed to increase  
18 sales of the products at issue.

19           41. Defendants deceptively manufactured, labeled, and sold the laminate flooring. The Toxic  
20 Laminate Flooring, having no monetary value, is worthless.

21           42. Defendants materially misrepresent the safety of their laminate wood flooring products  
22 by advertising their flooring products as safe and compliant with the CARB limit when in fact they are  
23 not.

43. Defendants make material omissions by failing to tell consumers that Defendants' laminate flooring has unlawfully high levels of formaldehyde.

44. Plaintiff and the Class have been damaged by Defendants' dangerous and deceptive Toxic Laminate Flooring. Plaintiff and the Class are entitled to a return of the full purchase price paid for Toxic Laminate Flooring and other damages to be proven at trial.

**C. Defendants Knowingly Misrepresented the Safety of their Laminate Wood Products**

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

46. At the same time that Defendants represent in their public statements to consumers that the laminate wood products they sell are sourced from mills whose production methods are CARB compliant, and that the products conform to CARB's specified formaldehyde emission limits, Defendants have acknowledged in statements made to the Securities and Exchange Commission that, "While our suppliers agree to operate in compliance with applicable laws and regulations, including those relating to environmental and labor practices, we do not control our suppliers. Accordingly, we cannot guarantee that they comply with such laws and regulations or operate in a legal, ethical and responsible manner. Violation of environmental, labor or other laws by our suppliers or their failure to operate in a legal, ethical and responsible manner, could...expose us to legal risks as a result of our purchase of product from non-compliant suppliers." Lumber Liquidators February 19, 2014 10-K to the United States Securities and Exchange Commission at p. 14, <http://investors.lumberliquidators.com/index.php?o=25&s=127>.

47. In the same SEC filing, however, Lumber Liquidators admits that it oversees quality control in its mills in China: "We are able to set demanding specifications for product quality and our

1 own quality control and assurance teams are on-site at the mills, coordinating inspection and assurance  
2 procedures.” *Id.* at 5. Despite their stated concern that their suppliers might not comply with  
3 environmental regulations, Defendants have failed to sufficiently exercise their acknowledged quality  
4 control over those suppliers to ensure that they comply with CARB standards, and Defendants continue  
5 to sell to California consumers laminate wood flooring products that Defendants obtain from those  
6 suppliers.  
7

8 48. On June 20, 2013, Seeking Alpha, a news website with millions of viewers, published a  
9 lengthy article documenting high formaldehyde levels in certain laminate flooring sold by Lumber  
10 Liquidators. The author of the article, Xuhua Zhou, retained a certified laboratory to test three samples  
11 of laminate flooring sold by Lumber Liquidators. Zhou’s article states, “The tested product, Mayflower  
12 5/16” x 5” Bund Birch Engineered, emits a staggering three and half times over the government  
13 mandated maximum emission level. The product is clearly not CARB compliant yet Lumber  
14 Liquidators tagged CARB compliance on the box.” Xuhua Zhou, *Illegal Products Could Spell Big*  
15 *Trouble At Lumber Liquidators*, SEEKING ALPHA (June 20, 2013, 2:33 PM ET),  
16 <http://seekingalpha.com/article/1513142-illegal-products-could-spell-big-trouble-at-lumber-liquidators>  
17 (last visited Mar. 6, 2015).  
18

19 49. On information and belief, high formaldehyde content resins and glues are less expensive  
20 and dry more quickly than low formaldehyde glues and resins. By using high formaldehyde content  
21 resins and glues rather than low formaldehyde content resins and glues, Lumber Liquidators’  
22 manufacturers are able to produce laminate wood flooring more quickly and at higher volumes thereby  
23 reducing manufacturing costs and generating greater profits for Lumber Liquidators.  
24

25 50. Numerous Lumber Liquidators customers have posted internet complaints on  
26 Defendants’ website concerning formaldehyde emissions, including Deborah of North Fork, California  
27 who posted on the Consumer Affairs website on September 11, 2014:  
28

1 We spent thousands of dollars and went with the LL recommended professional  
 2 installer... the product we were sold was supposedly Made in the USA--nope, China.  
 3 One of my children cannot walk barefoot on the floor because he will blister from the  
 4 formaldehyde content. We saved for years for this floor, it will need to be replaced.  
 5 Please RUN to another dealer. This company does not care about the customer one bit.  
 6 This has been a devastating blow to our family.<sup>6</sup>  
 7

8 51. Based on publicly available information from lawsuits, articles, and blog posts,  
 9 Defendants knew or should have known that their laminate wood flooring products were not compliant  
 10 with CARB standards. Despite this knowledge, Defendants failed to reformulate their flooring products  
 11 so that they are CARB compliant or to disclose to consumers that these products emit unlawful levels of  
 12 formaldehyde. Instead, Defendants have sold and continue to sell laminate wood flooring products in  
 13 California and other states that exceed the CARB limit and they have continually represented to  
 14 consumers that those products are CARB compliant.  
 15

16 **D. Plaintiff Prasad's Experience with Defendants' Laminate Flooring**

17 52. Plaintiff Salil Prasad is a resident of Contra Costa County, California. Between August  
 18 and October 2104, Plaintiff Prasad purchased roughly 1,750-square feet of Defendants' 12 mm Dream  
 19 Home Nantucket Beech laminate flooring on Defendants' website for approximately \$5,000. He picked  
 20 up those orders at Defendants' retail outlet in Livermore, California, and he installed the flooring  
 21 throughout the home he lives in with his wife and two children, ages 11 and 14.  
 22

23 53. The product that Plaintiff Prasad purchased was prominently labeled as compliant with  
 24 formaldehyde regulations, as shown on this photo:  
 25  
 26  
 27

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28 <sup>6</sup> Consumer Complaints & Reviews, <http://www.Consumeraffairs.com/homeowners/lumber-liquidators.html> on December 2, 2014).



54. Plaintiff Prasad's children have asthma. Since Plaintiff Prasad installed Defendants' product in his home, his younger child has experienced three asthma attacks and his elder child has experienced one.

55. Plaintiff Prasad is understandably concerned about the health impact to his family caused by Defendants' Toxic Laminate Flooring, and he is also concerned about the potential decrease in the value of his home caused by the presence of that product.

## V. CLASS ACTION ALLEGATIONS

56. This matter is brought by Plaintiff on behalf of himself and those similarly situated, under Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3).

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

Consumers nationwide who purchased Defendants' laminate wood flooring products that were (1) labeled as CARB compliant, but were not in fact, CARB compliant, and (2) sold to consumers in the United States at any time from March 20, 2011 through the date of judgment herein (the "Class").

1           58.     **Numerosity/Impracticability of Joinder:** The members of the Class are so numerous  
2 that joinder of all members would be impractical. The proposed Class likely contains thousands of  
3 members. The precise numbers of members can be ascertained through discovery, which will include  
4 Defendants' sale and other records.

5           59.     **Commonality and Predominance:** There are common questions of law and fact that  
6 predominate over any questions affecting only individual members of the Class.  
7

8           60.     For Plaintiff and the Class, the common legal and factual questions include, but are not  
9 limited to the following:

10           A.     Whether Defendants engaged in unlawful, unfair or deceptive business practices  
11 by failing to properly label its products it sold to consumers;

12           B.     Whether the products at issue were mislabeled as a matter of law and violated  
13 California CARB emissions standards and Formaldehyde Standards of Composite Wood  
14 Products in the TSCA;

15           C.     Whether Defendants made unlawful and misleading toxicity representations and  
16 warranties with respect to its products sold to consumers;

17           D.     Whether Defendants' advertisements and representations had the capacity to  
18 deceive reasonable consumers;

19           E.     Whether Defendants violated California consumer protection statutes;

20           F.     Whether Defendants breached their implied warranty of merchantability;

21           G.     Whether Defendants breached their express warranties;

22           H.     Whether Defendants were negligent in their labeling and advertising of the Toxic  
23 Laminate Flooring;

24           I.     Whether Defendants unlawfully sold the Toxic Laminate Flooring in violation of  
25 the laws of California and/or the United States;

J. Whether Defendants' unlawful, unfair and deceptive practices harmed Plaintiff and the Class;

K. Whether Plaintiff and the Class have been damaged by the unlawful actions of the Defendants and the amount of damages to the Class;

L. Whether Defendants were unjustly enriched by their deceptive practices;

M. Whether punitive damages should be awarded; and

N. Whether Defendants should be enjoined from continuing the conduct complained of herein.

61. **Typicality:** The representative Plaintiff's claims are typical of the claims of the members of the Class. Plaintiff and all the members of the Class have been injured by the same wrongful practices of Defendants. Plaintiff's claims arise from the same practices and course of conduct that give rise to the claims of the members of the Class and are based on the same legal theories.

62. **Adequacy:** Plaintiff is a representative who will fully and adequately assert and protect the interests of the Class, and has retained class counsel who are experienced and qualified in prosecuting class actions. Neither Plaintiff nor his attorneys have any interests contrary to or in conflict with the Class.

63. **Superiority:** A class action is superior to all other available methods for the fair and efficient adjudication of this lawsuit, because individual litigation of the claims of all members of the Class is economically unfeasible and procedurally impracticable. While the aggregate damages sustained by the Class are likely in the millions of dollars, the individual damages incurred by each Class member are too small to warrant the expense of individual suits. The likelihood of individual Class members prosecuting their own separate claims is remote, and even if every member of the Class could afford individual litigation, the court system would be unduly burdened by individual litigation of such cases. Further, individual members of the Class do not have a significant interest in individually



controlling the prosecution of separate actions, and individualized litigation would also result in varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all of the parties and the court system because of multiple trials of the same factual and legal issues. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action. In addition, Defendants have acted or refused to act on grounds generally applicable to the Class and, as such, final injunctive relief or corresponding declaratory relief with regard to the members of the Class as a whole is appropriate.

64. Plaintiff does not anticipate any difficulty in the management of this litigation.

65. Defendants have, or have access to, address and/or other contact information for the members of the Class, which may be used for the purpose of providing notice of the pendency of this action.

## **VI. CAUSES OF ACTION**

### **FIRST CAUSE OF ACTION Breach of Contract**

66. Plaintiff repeats and realleges each and every allegation contained above as if it were fully set forth herein.

67. In order to purchase Defendants' laminate flooring, Plaintiff and the Class entered into a contract with Defendants, whereby they would pay Defendants money and Defendants provided laminate flooring that they represented as being of the highest quality, and which met the most stringent environmental standards.

68. Defendants materially breached this contract by failing to provide a product that was of high quality or met the most stringent environmental standards, including the CARB Formaldehyde Standards. Plaintiff and the Class fully performed their portion of the contract by paying Defendants the listed sale price for the laminate flooring.

69. As a direct and proximate result of Defendants' misconduct and breach of contract, Plaintiff and the Class suffered harm in the form of monies paid. Plaintiff and the Class did not receive the benefit of the bargain for which they contracted and paid money.

**SECOND CAUSE OF ACTION**  
**Breach of Express Warranty**

70. Plaintiff repeats and realleges each and every allegation contained above as if it were fully set forth herein.

71. Defendants' representations of fact and/or promises on their marketing material, website, product labels, and other material relating to their laminate flooring created express written warranties that the product would conform to Defendants' representation of fact and/or promises.

72. The Defendants' description on the labeling of their Toxic Laminate Flooring that it complied with CARB and California emissions regulations became part of the basis of the bargain, creating express written warranties that the product purchased by Plaintiff and the other Class Members would conform to Defendants' description and specification. The Toxic Laminate Flooring purchased by Plaintiff did not so conform.

73. Defendants provided warranties that their Toxic Laminate Flooring were labeled in compliance with state law and were not mislabeled under state law. Defendants breached these express written warranties.

74. As a result of the foregoing, Plaintiff and the other Class Members have suffered damages, in that the value of the product they purchased was less than warranted by Defendants.

75. Defendants engaged in a scheme of offering the Toxic Laminate Flooring for sale to Plaintiff and members of the Class by way of, *inter alia*, false and misleading product packaging and labeling.

76. Plaintiff and the Class were the intended beneficiaries of such representations and warranties.



**FOURTH CAUSE OF ACTION**  
**Breach of Implied Duty of Good Faith and Fair Dealing**

87. Plaintiff repeats and realleges each and every allegation contained above as if it were fully set forth herein.

88. In making representations of fact to Plaintiff and the other Class members about their Toxic Laminate Flooring, Defendants failed to lawfully label or advertise their Toxic Laminate Flooring and violated their duties to disclose the material facts alleged above. Among the direct and proximate causes of said failure to disclose were the negligence and carelessness of Defendants.

89. Plaintiff and the other Class members, as a direct and proximate cause of Defendants' breaches of their duties, reasonably relied upon such representations to their detriment. By reason thereof, Plaintiff and the other Class members have suffered damages.

**FIFTH CAUSE OF ACTION**  
**Negligence**

90. Plaintiff repeats and realleges each and every allegation contained above as if it were fully set forth herein.

91. Plaintiff and Class members bring a cause of action for negligence against Defendants.

92. Defendants had a duty to exercise reasonable care in the design, formulation, manufacture, sale, promotion, supply and/or distribution of the laminate flooring, including the duty to assure the product is of the quality and character promoted.

93. Defendants were negligent in the design, manufacture, testing, advertising, marketing, promoting, supply, and sale of its laminate flooring in that they:

A. Misled Plaintiff by suggesting that the flooring met CARB and other "stringent" environmental and quality standards;

B. Negligently designed laminate flooring in a way that it knew or should have known would contained excessive and/or dangerous levels of formaldehyde;

1 C. Recklessly, falsely, and/or deceptively represented or knowingly omitted,  
2 suppressed, or concealed material facts regarding the quality of its flooring, including the fact  
3 that it contained excessive and/or dangerous levels of formaldehyde;

4 D. Were otherwise careless, negligence, grossly negligent, reckless, and acted with  
5 willful and wanton disregard for Plaintiff's and Class members' rights and well-being. As  
6 alleged above, Plaintiff and the Class were injured by Defendants' unlawful actions and are  
7 entitled to recover an amount to be determined at trial due to the injuries and loss they suffered  
8 as a result of Defendants' negligence.

9  
10 94. Despite the fact that Defendants knew or should have known that the laminate flooring  
11 had excessive and/or dangerous levels of formaldehyde, they continued to market and sell the flooring to  
12 consumers, including Plaintiff and Class members. Defendants knew that consumers, including Plaintiff  
13 and Class members, would suffer reasonably foreseeable injuries, including property damage, personal  
14 injury, emotional distress and unreasonable stress as a result of its failure to exercise reasonable care.

15  
16 95. Had Defendants told Plaintiff they sold a defective product, Plaintiff and Class members  
17 would never have purchased the laminate flooring, and would not have suffered the injuries listed  
18 above.

19  
20 96. As a direct and proximate result of Defendants' negligence, misrepresentations, and  
21 recklessness, Plaintiff and Class members have suffered significant damages.

22 **SIXTH CAUSE OF ACTION**  
23 **Negligent Misrepresentation**

24 97. Plaintiff repeats and realleges each and every allegation contained above as if it were  
25 fully set forth herein.

26 98. Defendants made misrepresentations of material fact when they represented that their  
27 laminate flooring was of the highest quality and met the most stringent environmental standards,  
28 including the CARB Standard for formaldehyde.

1           99.     Upon information and belief, Defendants had no reasonable grounds for believing that  
2 representation to be true, as they alone knew their laminate flooring did not possess these characteristics.  
3 Defendants knew or should have known that its products contained excessive and/or dangerous levels of  
4 formaldehyde.

5  
6           100.   Defendants, as alleged above, made that representation with intent to induce Plaintiff and  
7 the Class members' reliance on the fact misrepresented, by convincing them that Defendants' laminate  
8 flooring did not contain high, excessive, or dangerous levels of formaldehyde.

9           101.   Because only Defendants knew exactly how much formaldehyde was in their laminate  
10 flooring, Plaintiff and the Class members were ignorant of the truth regarding and justifiably relied on  
11 Defendants' misrepresentations.

12           102.   As a result of Defendants' misrepresentation and Plaintiff's and Class members'  
13 justifiable reliance on it, Plaintiff and Class Members have suffered damages.  
14

15                                   **SEVENTH CAUSE OF ACTION**  
16                                   **Unjust Enrichment**

17           103.   Plaintiff repeats and realleges each and every allegation contained above as if it were  
18 fully set forth herein.

19           104.   As a result of Defendants' unlawful and deceptive actions described above, Defendants  
20 were enriched at the expense of Plaintiff and the Class through the payment of the purchase price for the  
21 Toxic Laminate Flooring.

22           105.   Under the circumstances, it would be against equity and good conscience to permit  
23 Defendants to retain the ill-gotten benefits that they received from the Plaintiff and the Class, in light of  
24 the fact that the Toxic Laminate Flooring purchased by Plaintiff and the Class were illegal products and  
25 were not what Defendants represented them to be. Thus, it would be unjust and inequitable for  
26 Defendants to retain the benefit without restitution to the Plaintiff and the Class for the monies paid to  
27 Defendants for the Toxic Laminate Flooring.  
28

**EIGHTH CAUSE OF ACTION**

**Violations of California's Consumers Legal Remedy Act, Cal. Civ. Code §§ 1750, *et seq.*  
Brought on Behalf of Plaintiff Prasad and California Class Members**

106. Plaintiff repeats and realleges each and every allegation contained above as if it were fully set forth herein.

107. California's Consumer Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.* makes it unlawful to engage in unfair methods of competition and unfair or deceptive acts or practices intended to result, or which results, in the sale or lease of goods or services to any consumer.

108. Plaintiff and the Class members were, and continue to be, at all times material to the Complaint, "consumers" and "persons" as defined by the Cal. Civ. Code § 1761. Plaintiff Prasad, as well as California Class members, purchased and/or paid for Defendants' laminate flooring for personal and/or family and/or household use.

109. As alleged throughout this Complaint, Defendants engaged in unfair, deceptive, and/or unlawful marketing in violation of Civ. Code § 1770(a) by representing to Plaintiff Prasad and California Class members that their laminate flooring was of high quality and met the strictest safety and environmental standards. Defendants made uniform representations that their laminate flooring was of a particular standard, quality, or grade when it was not, and, as set forth above, made unfair, deceptive, and/or unlawful statements regarding the capacity and characteristics of their laminate flooring.

110. Specifically, Defendants have violated the following proscribed practices pursuant to Cal. Civ. Code § 1770(a) with the purpose of inducing Plaintiff Prasad and the California Class members to purchase and/or use the laminate flooring:

111. § 1770(a)(5): Defendants represented to Plaintiff Prasad and the California Class members that their product had characteristics, uses, or benefits that it does not have. Specifically, Defendants represented to Plaintiff Prasad and the California Class members that their laminate flooring was of high quality and met the most stringent environmental and safety standards. Defendants



1 concealed and/or failed to disclose that the laminate flooring has design and/or capacity defects and that  
2 the defects had the capacity to, and did in fact, lead Plaintiff Prasad and the California Class members to  
3 purchase worthless flooring and expose themselves to serious financial and health risks.

4 112. § 1770(a)(7): Defendants represented to Plaintiff Prasad and the California Class  
5 members that the laminate flooring was of a particular standard, quality, or grade when it was of  
6 another. In this regard, Defendants represented that their laminate flooring was safe and met the most  
7 stringent safety and environmental standards when, in fact, the flooring did not meet these standards and  
8 would and did expose Plaintiff Prasad and the California Class members to significant financial and  
9 health risks.  
10

11 113. Defendants' concealment and misrepresentations regarding the quality and safety of the  
12 laminate flooring was a material omission/misstatement that would cause a consumer to believe,  
13 incorrectly, that Defendants' laminate flooring was of a high quality and was safe for use and  
14 installation in their homes.  
15

16 114. Plaintiff Prasad was exposed to and/or relied upon Defendants' unfair, deceptive, and/or  
17 unlawful marketing practices. The California Class was uniformly exposed to Defendants' material  
18 omissions/misstatements regarding the supposed qualities of the laminate flooring and whether the  
19 flooring was of high quality and met the strictest environmental and safety standards.  
20

21 115. Plaintiff Prasad and the California Class members wasted considerable amounts of time  
22 and money, and are suffering unreasonable stress as a result of Defendants' unfair, deceptive, and/or  
23 unlawful marketing practices pursuant to Cal. Civ. Code § 1770(a), through the purchase of Defendants'  
24 laminate flooring that was unlawfully advertised and marketed in violation of Cal. Civ. Code § 1770(a).  
25

26 116. The conduct described herein by Defendants is continuing. Plaintiff Prasad will promptly  
27 demand the conduct cease in a Consumer Legal Remedies Act letter. The conduct was done for profit as  
28

1 a deliberate corporate policy rather than an isolated incident, and was morally wrong, callous, and/or  
 2 oppressive.

3 117. As a result of Defendants' violations of the California's Consumer Legal Remedies Act,  
 4 Plaintiff Prasad seeks an order of this Court permanently enjoining Defendants from perpetrating their  
 5 unfair, deceptive, and/or unlawful marketing practices. If Defendants do not take action to cease their  
 6 unfair, deceptive, and/or unlawful marketing practices within thirty (30) days of being served with his  
 7 notice letter, Plaintiff Prasad will seek leave to amend this Complaint to request, in addition to an order  
 8 enjoining Defendants from continuing their unfair, deceptive, and/or unlawful practices, an order  
 9 awarding, *inter alia*, Plaintiff Prasad and the California Class members actual damages, restitution,  
 10 attorneys' fees and costs, and for such other relief as set forth below.

11  
 12 118. Plaintiff reserves the right to amend this Complaint to seek punitive damages.

13  
 14 **NINTH CAUSE OF ACTION**  
 15 **Violations of California's Unfair Competition Law Cal. Bus. & Prof. Code §§ 17200, *et seq.***  
 16 **Brought on Behalf of Plaintiff Prasad and California Class Members**

17 119. Plaintiff incorporates by reference each and every prior and subsequent allegation of this  
 18 Complaint as if fully restated here.

19 120. California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, protects  
 20 both consumers and competitors by promoting fair competition in commercial markets for goods and  
 21 services. California's Unfair Competition Law is interpreted broadly and provides a cause of action for  
 22 any unlawful, unfair, or fraudulent business act or practice. Any unlawful, unfair, or fraudulent business  
 23 practice that causes injury to consumers falls within the ambit of California's Unfair Competition Law.

24 121. Defendants engaged in substantial advertising and marketing of their laminate flooring  
 25 products within the State of California.

26 122. Because of Defendants' unlawful and unfair business practices, Plaintiff Prasad and the  
 27 California Class were misled into purchasing Defendants' laminate flooring. Plaintiff Prasad relied, to  
 28

his detriment, on Defendants' false representations, detailed above, that Defendants' laminate flooring was of the high quality and safety as represented when it did not. The California Class was uniformly exposed to Defendants' unlawful and unfair business practices.

## **VII. REQUEST FOR RELIEF**

Plaintiff, individually and on behalf of all others similarly situated, requests judgments against Defendants as follows:

- A. For an order certifying the Class and, under Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3), and appointing Plaintiff as representatives of the Class and appointing the lawyers and law firm representing Plaintiff as counsel for the Class;
- B. Declaring Defendants' advertising false and misleading;
- C. Permanently enjoining Defendants from performing further unfair and unlawful acts as alleged herein;
- D. Ordering Defendants to pay for the cost of testing Plaintiff's and the Class's homes for formaldehyde levels;
- E. For all recoverable compensatory, statutory, and other damages sustained by Plaintiff and the Class, including disgorgement, unjust enrichment, and all other relief allowed under applicable law;
- F. Granting Plaintiff and the Class awards of restitution and/or disgorgement of Defendants' profits from its unfair and unlawful marketing of its laminate flooring;
- G. For costs;
- H. For both pre-judgment and post-judgment interest on any amounts awarded;
- I. For appropriate injunctive relief;
- J. For treble damages insofar as they are allowed by applicable laws;
- K. For appropriate individual relief as request above;

1 L. For payment of attorneys' fees and expert fees as may be allowable under  
2 applicable law; and

3 M. For such other and further relief, including declaratory relief, as the Court may  
4 deem proper.  
5

6 **VIII. DEMAND FOR JURY TRIAL**

7 Plaintiff hereby demands a trial by jury on all issues so triable.

8 DATED this 20th day of March, 2015.

9 KELLER ROHRBACK L.L.P.

10  
11 By /s/ Matthew J. Presusch

12 Matthew J. Preusch (Bar No. 298144)  
13 Khesraw Karmand (Bar No. 280272)  
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25 Attorneys for Plaintiff Salil Prasad

26 *\*pro hac vice forthcoming*  
27  
28

# 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

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

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

## DEFENDANTS

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)

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

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

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

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

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

## VI. CAUSE OF ACTION

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

Brief description of cause:

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE

SIGNATURE OF ATTORNEY OF RECORD

KZ0FKKHQPCN'CUH PO GPV\*EklN0f05/4+

(Place an "X" in One Box Only)

( ) SAN FRANCISCO/OAKLAND

( ) SAN JOSE

( ) EUREKA

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

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

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

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

**Attachment A**

<b><u>Case Name</u></b>	<b><u>Case Number</u></b>	<b><u>Judge</u></b>
Balero v. Lumber Liquidators, Inc.	3:15-cv-1005	Hon. Jon S. Tigar
Conte v. Lumber Liquidators, Inc.	3:15-cv-1012	Hon. Jon S. Tigar
Ezovski v. Lumber Liquidators, Inc.	3:15-cv-1074	Hon. Jon S. Tigar
Smith v. Lumber Liquidators, Inc.	5:15-cv-1163	Hon. Nathanael Cousins
Ronquillo v. Lumber Liquidators, Inc.	4:15-cv-1209	Hon. Kandis A. Westmore
Doss v. Lumber Liquidators, Inc.	4:15-cv-1225	Hon. Donna M. Ryu
Irving v. Lumber Liquidators, Inc.	3:15-cv-1235	Hon. Kandis A. Westmore
Del Braccio v. Lumber Liquidators, Inc.	4:15-cv-1249	Hon. Kandis A. Westmore