

## CLASS ACTION NOTICE

**If you purchased Lumber Liquidators Morning Star Strand Bamboo flooring, you may be eligible to receive payment from a Class Action Settlement.**

*The United States District Court for the Northern District of California authorized this notice.  
This is **not** a solicitation from a lawyer.*

- A Settlement has been reached in a class action lawsuit concerning consumers who sued Lumber Liquidators, Inc. (“Lumber Liquidators” or “Defendant”), claiming that Defendant’s Morning Star Strand Bamboo Flooring products (“MS Strand Bamboo”) are unable to withstand typical ambient moisture which Lumber Liquidators failed to disclose to consumers. The Court has not decided that Lumber Liquidators did anything wrong. The Parties agreed to the Settlement to resolve the lawsuit. For instructions on how to obtain a copy of the Settlement Agreement, please see question 16.
  
- This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. Judge Richard Seeborg of the United States District Court for the Northern District of California is overseeing the Settlement.
  
- You are eligible to participate in this Settlement if you purchased Morning Star Strand Bamboo for personal, family or household use between January 1, 2012 and March 15, 2019. To receive payment under the Settlement, you must submit a Claim Form. Settlement Class Members who do not exclude themselves from the Settlement will be bound by the Settlement even if they do not submit Claim Forms.

**Please read this Notice carefully and in its entirety.  
Your rights may be affected by the proposed Settlement of this lawsuit,  
and you have a choice to make now about how to act:**

YOUR LEGAL RIGHTS AND OPTIONS	
<b>SUBMIT A CLAIM FORM BY JULY 15, 2020</b>	<p><b>This is the only way to receive monetary payment from the Settlement.</b> By remaining in the Settlement, whether or not you submit a Claim Form, you will give up any rights to sue Lumber Liquidators separately about the same legal claims in this lawsuit.</p> <p>Claim Forms are available at <a href="http://www.bamboosettlement.com">www.bamboosettlement.com</a> or by calling 1-888-404-0164. For more details about the claim process, please see questions 4, 5 and 6 below.</p>
<b>EXCLUDE YOURSELF FROM THE CLASS BY MARCH 2, 2020</b>	<p>If you request to be excluded from the Settlement, you will not be eligible to receive any monetary payment, but you will keep your right to sue Lumber Liquidators about the same legal claims in this lawsuit. Requests for Exclusion must be submitted by March 2, 2020 by mail to <i>Gold v. Lumber Liquidators, Inc.</i>; c/o CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606. For more details about excluding yourself from the Settlement, please see questions 8 and 10 below.</p>
<b>OBJECT BY MAY 21, 2020</b>	<p>You may write to the Court about why you do, or do not, like the Settlement. You must remain in the Settlement (i.e., not exclude yourself) to object to the Settlement. Objections must be submitted to the Court by May 21, 2020. For more details about objecting to the Settlement, please see questions 9 and 10 below.</p>
<b>APPEAR IN THE LAWSUIT OR ATTEND THE FINAL APPROVAL HEARING ON SEPTEMBER 24, 2020 AT 1:30 P.M.</b>	<p>You may ask to speak in Court about the fairness of the Settlement. Written notice of your intent to appear at the final approval hearing in the Lawsuit must be filed with your Objection and submitted to the Court by May 21, 2020. You may enter your appearance in Court through an attorney at your own expense if you so desire. For more details about appearing in this lawsuit or attending the final approval hearing, please see questions 9, 13, 14 and 15 below.</p>
<b>DO NOTHING</b>	<p>By doing nothing, you will <b>not</b> receive any monetary payment but you will give up any rights to sue Lumber Liquidators separately about the same legal claims in this lawsuit.</p>

- Your rights and options – **and the deadlines to exercise them** – are further explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. The Settlement Benefit (*i.e.*, the compensation described herein) will be made available if the Court approves the Settlement, and after any appeals are resolved, if they are resolved in favor of settlement approval.

**1. Why did I get this notice?**

If you purchased Morning Star Strand Bamboo between January 1, 2012 and March 15, 2019, you may be a Class Member and have a right to know about the Settlement and your options. If you have received word of this Notice by mail or e-mail, you have been identified from available records as a purchaser of the flooring at issue in the lawsuit. You also may have received this Notice because you requested more information after

reading the Settlement Website. If the Court approves the Settlement, and if objections and all appeals are resolved in favor of settlement approval, a settlement administrator approved by the Court will oversee the distribution of the Settlement Benefits that the proposed Settlement allows. You can follow the progress of the Settlement on the settlement website, [www.bamboosettlement.com](http://www.bamboosettlement.com).

## 2. What is the lawsuit about?

Plaintiffs claim that Defendant, the seller of MS Strand Bamboo, omitted information about MS Strand Bamboo products over a period of years concerning the flooring's ability to withstand ambient moisture.

Plaintiffs contend that Defendant knowingly failed to disclose that its MS Strand Bamboo flooring was defective in that it was unable to withstand typical ambient moisture variations causing the product to cup, shrink, delaminate, buckle, splinter, scratch, crack, warp, swell, gap and ultimately fail prematurely in advance of its 30-year warranty.

The Defendant denies all claims and allegations and contends that the product performs properly, however Defendant entered into this Settlement in order to avoid further expense, to dispose of burdensome and protracted litigation, and to avoid the uncertain outcome of proceeding with this litigation.

## 3. Am I part of the class?

If you purchased Morning Star Strand Bamboo between January 1, 2012 and March 15, 2019, you may be a Class Member. The Settlement Agreement defines a "Class Member" as all persons in the United States who purchased, for personal, family, or household use, the Flooring during the Class Period. Excluded from the Class are (1) Defendant, (2) all present and former affiliates and/or officers or directors of Defendant, (3) the Judge to whom this case is assigned and any member of the Judge's immediate family and judicial staff, (4) all individuals who have already entered into a release or prior settlement with Lumber Liquidators related to the Flooring during the Class Period, (5) contractors, persons, or other entities who purchased the Flooring for resale, and (6) persons who timely request to be excluded from this Settlement pursuant to the Notice.

## THE SETTLEMENT BENEFITS

### 4. What does the Settlement provide?

Each Class Member shall be entitled to receive a "Settlement Award" pursuant to the terms of the Settlement Agreement if he or she timely submits an Approved Claim. A common fund (Compensation Fund) will be established whereby Lumber Liquidators will pay \$14 million dollars in Cash and \$14 million dollars in Store-credit Vouchers (Vouchers) to the approved claimants. An additional \$2 million dollars in Vouchers will be provided upon a 7% claims rate being reached.

Settlement Class members with an Approved Claim will be issued both Cash (in the form of a check) and a Lumber Liquidators Voucher. The Voucher has an expiration date of not less than three (3) years but it may be longer dependent upon where your property is located. See Section 4(a) for details of expiration periods. Vouchers are transferable to a third party one time. See Section 4(a) for more details regarding transferability. Claimants will be limited to one recovery per household, but if multiple purchases were made, the total purchase price of all purchases will be used to calculate the award.

Benefits to eligible claimants will be issued in accordance with the criteria below subject to participation, eligibility and, Damages, if any:

**Compensation Level One:** All Approved Claimants will be eligible to receive benefits from the Compensation Fund. Level One benefits will be calculated on a pro-rata basis based on the total purchase price of the Flooring. The exact pro-rata percentage will be determined by taking the total value of all claims submitted and allocating the available Cash/Vouchers from the Compensation Fund on an equal percentage basis to each claimant.

Compensation Level Two: Any Approved Claimant with Flooring that is manifesting warping, cupping, buckling, scratching, cracking, delaminating, splintering, deteriorating or gapping (Manifested Conditions) may submit, in the Claim Form, proof of Manifested Conditions to be eligible for Level Two Benefits. Level Two Benefits will be determined based on the value of the repair cost pursuant to a Contractors Bid, photographs and other requirements as part of the Settlement Class member's Proof of Manifested Conditions. Both Level One and Level Two Benefits shall be allocated equally on a pro-rata basis within each Level, however Class Counsel reserves the right to allocate the percentages of Vouchers and Cash paid to Level One and Level Two Approved Claimants dependent upon claims rate and value of respective claims. It is anticipated that Level One benefits will consist of more value in Vouchers than in Cash.

The amount of Funds allocated to both Compensation Levels shall be all the available Compensation Fund, net of administrative and attorney fees, costs and Service Awards.

Class Members may submit both Compensation Level One and Level Two claims, however Class Members who submitted both Level One and Level Two claims will have approved Level Two claims deducted from their total Flooring Claims.

The following example illustrates this claims policy: A Class Member purchased 600 square feet of eligible Flooring. The entirety of the Flooring is eligible for Compensation Level One. The Class Member also submits a claim for Compensation Level Two, for 200 square feet of Flooring. If the Level Two claim is approved the Class Member will receive compensation for 200 square feet of Level Two Flooring and 400 square feet of Level One Flooring.

Class Counsel estimates Compensation Level One claims may receive between 15%-20% of their product purchase price in a combination of Cash and Vouchers. These estimates are predicated upon average size floor purchase of under 700 square feet. Compensation Level Two purchasers with approved claims may receive between 50-65% of their Flooring purchase price. Level Two claimants will only be compensated for the actual Flooring impacted by Manifested Conditions, however Level Two claimants may submit a Level One claim for the remainder of the Flooring.

Compensation Level Two Class Members will also have the opportunity to make an election as to whether they prefer compensation more weighted toward Vouchers or Cash. Those claimants electing to receive compensation weighted toward Vouchers may receive greater total compensation percentages.

The forgoing is an estimate only, and based on the number of anticipated claims, the estimated Flooring average square footage, and the costs of repair or replacement of damaged Flooring. The number of Class Members submitting claims may vary from the estimates, as will the costs of repair or replacement of the Flooring which will alter the estimated compensation amounts.

4(a). Vouchers. Settlement Class members may transfer Vouchers to a family member, a nationally recognized charity or a third party. A Settlement Class Member at the time of making the claim may designate a Voucher transferee or do so within 10 days after written notification that their claim is approved. The Settlement Administrator will determine whether a charity is a nationally recognized charity for purposes of this Settlement. If a third party is designated to be the recipient of the Vouchers, the Settlement Class member must notify the Settlement Administrator within 10 days of written notification of their claim approval as to the identity of the third party including all contact information. The third party may not transfer or sell any of the Vouchers.

Settlement Class Members may use their Vouchers to purchase any product sold by Lumber Liquidators or for labor to install the product or have Lumber Liquidators products shipped to a third party within the United States. Lumber Liquidators products currently include approximately 500 different flooring surfaces (hardwood, laminate, bamboo, vinyl plank, tile and cork) and over 530 different kinds of accessories such as adhesives, underlayment, countertops, floor grills and vents, floor protections, and cleaning and repair supplies (for example, claimants may purchase butcherblock countertops, backsplashes, mortars, tapes, caulks, mops,

staples, tools, grouts, and hundreds of moldings and trims). Except as described above, Vouchers will not be transferrable, nor may they be sold or redeemed for cash.

Defendant will provide Vouchers, good for one per household. Vouchers issued to Approved Claimants shall expire three years after issuance except in the following states: California, Connecticut, Florida, Maine, Minnesota, New Jersey, Rhode Island, and Washington which have no expiration date.

North Dakota- 6 year expiration; Colorado, Georgia, District of Columbia, Hawaii, Illinois, Louisiana, New York, New Mexico, Mississippi, South Dakota, Virginia – 5 year expiration; and Maryland – 4 year expiration.

The total amount of Cash shall not exceed the settlement fund described above.

(i) In the event that the Cash fund is not exhausted after all claims, attorneys' fees, costs, service awards, and administration costs have been paid, Approved Claimants will receive a proportional additional Cash payment.

(ii) If any amounts remain in the Cash settlement fund (for example, because of uncashed checks), Plaintiffs' counsel may seek a cy pres award. No settlement funds or benefits will revert to Lumber Liquidators.

#### **5. When will I get my monetary payment?**

The hearing to consider the fairness of the Settlement is scheduled for September 24, 2020 at 1:30 p.m. If the Court approves the Settlement, and you submit a Claim Form that is approved by the Settlement Administrator, you will receive payment within approximately sixty (60) days after the Settlement has been finally approved and/or after any appeals process is complete approving the Settlement. The payment will be made in the form of a check and/or Voucher and will be mailed to the address you provided on your claim form.

### **HOW TO GET THE SETTLEMENT BENEFITS**

#### **6. How do I get my settlement payment?**

If you are a Class Member and want to receive a payment under the Settlement, you must complete and submit a Claim Form. Claim Forms can be found and submitted through the Settlement Website: [www.bamboosettlement.com](http://www.bamboosettlement.com) by no later than July 15, 2020 or they can be mailed and postmarked by no later than July 15, 2020 to the following address:

*Gold v. Lumber Liquidators, Inc.*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

To submit a Claim Form on-line or to request a paper copy, go to [www.bamboosettlement.com](http://www.bamboosettlement.com) or call toll-free, 1-888-404-0164.

### **YOUR RIGHTS AND OPTIONS**

#### **7. What happens if I do nothing at all?**

If you do nothing, then you will remain in the Class and will not receive any payment from this Settlement. If the Court approves the Settlement, you will be bound by its terms, you will no longer have the ability to sue with respect to the claims being resolved by the Settlement, and your claims will be released and dismissed.

The Settlement Agreement describes the released claims in more detail, so please read it carefully. If you have any questions, you can contact the lawyers listed in question 16 for free, or you can talk to another lawyer of

your own choosing if you have questions about what this means.

## 8. How do I exclude myself from the Settlement?

If you exclude yourself from the Settlement – which is sometimes called “opting-out” – you will not get any money from the Settlement. However, you may then be able to separately sue or continue to sue Lumber Liquidators for the legal claims that are the subject of the lawsuit.

To exclude yourself from the Settlement, you must submit a valid and timely Request for Exclusion to the Settlement Administrator. In order to be valid, your Request for Exclusion must be signed and dated by you. It must state your name, email address if available, address of the property(ies) that has the Flooring installed and specify the number of units of residential property or other structures at each address containing the Flooring. It must also state “I want to opt out of the Settlement Class in the Lumber Liquidators bamboo flooring litigation” or words to similar effect that make clear your intention to be excluded from the Settlement. In order to be timely, your request for exclusion must be submitted by March 2, 2020 by U.S. Mail to *Gold v. Lumber Liquidators, Inc. c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606*, postmarked on or before that date.

## 9. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement if you do not think it is fair. The Court will consider your views. However, you cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If this is what you want to happen, you must object.

To object, you must submit to the Court a written objection entitled “Objection to Class Settlement in *Gold v. Lumber Liquidators, Inc.*, Case No. 3:14-cv-05373-RS (N.D. of Cal.)” that identifies all the reasons for your objection and any legal and factual support. Your written objection must also include (1) your name, address, telephone number, email address if available, and if represented by counsel, your counsel’s name, address, telephone number and email address; (2) whether you or your counsel intend on appearing at the Final Approval Hearing; (3) whether the objection applies only to you, to a specific subset of the Class, or the entire Class; (4) the number of class action settlements objected to by you in the last three (3) years; (5) list of prior representations by your counsel and all sanctions or discipline ordered by any court, bar association or governmental agency against your counsel; and (6) if you received an individual notice with a CPT ID, please also provide that information as it will enable the Settlement Administrator to more readily confirm that you are a class member for purposes of making an objection.

Your written objection must be mailed to the Court, clearly indicating the case name and number, and must be postmarked by May 21, 2020:

**Court Address:**

United States District Court for the Northern District of California  
Phillip Burton Federal Building  
450 Golden Gate Avenue  
Courtroom 3 – 17<sup>th</sup> Floor  
San Francisco, CA 94102

## 10. What is the difference between objecting and excluding myself from the Settlement?

Objecting means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Settlement means that you do not want to be part of the Class. If you exclude yourself, then you have no basis to object to the Settlement.

**THE LAWYERS REPRESENTING YOU**

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*Questions? Visit [www.bamboosettlement.com](http://www.bamboosettlement.com) or call 1-888-404-0164*

#### **11. Do I have a lawyer in this case?**

The Court appointed the law firms of Cuneo Gilbert & LaDuca, LLP, Robins Kaplan LLP and Cereghino Law Group to represent Class Members as “Class Counsel.” Class Counsel believe, after conducting an extensive investigation, that the Settlement is fair, reasonable, and in the best interests of the Class Members. You will not be charged for these lawyers. If you want to be represented by a different lawyer in this case, you may hire one at your own expense. If you have any questions about the Settlement, you can contact Class Counsel at the contact information listed in Question 16.

#### **12. How will the lawyers be paid?**

Plaintiffs’ Counsel will apply to the Court by motion for an award to Plaintiffs’ Counsel for attorneys’ fees not to exceed \$9.3 million of the settlement fund, and for actual costs and expenses, together with the cost of notice and administrative costs to be paid from the Settlement Fund. Also, subject to approval by the Court, each of the named Representative Plaintiffs will receive \$7,500 (“Service Awards”), in recognition of their efforts on behalf of the Class.

### **THE COURT’S FINAL APPROVAL HEARING FOR THE SETTLEMENT**

#### **13. Where and when will the Court decide whether to approve the Settlement?**

The Court will hold the Final Approval at 1:30 p.m. on September 24, 2020 in Courtroom 3 at the Phillip Burton Federal Building, located at 450 Golden Gate Avenue, San Francisco, CA 94102. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider Class Counsel’s request for attorneys’ fees and costs; and to consider the request for the Services Awards to the Plaintiffs. At that hearing, the Court will be available to hear any Objections and arguments concerning the fairness of the Settlement. The hearing may be postponed to a different date or time without notice, so please check [www.bamboosettlement.com](http://www.bamboosettlement.com) or call 1-888-404-0164 from time to time. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the time and date of such hearing.

#### **14. Do I have to come to the Final Approval Hearing?**

No. You do not need to attend the Final Approval Hearing in order to receive payment under the Settlement. Class Counsel will answer any questions the Court may have on behalf of the Class Members. But, you are welcome to attend the Final Approval Hearing at your own expense. If you submit an Objection, you do not have to come to Court to talk about it. If you submitted your Objection on time, the Court will consider it. You may also pay to have another lawyer attend on your behalf, but that is not required.

#### **15. May I speak at the Final Approval Hearing?**

Yes. You, or any lawyer you retain, may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your Objection to the Settlement a statement saying that it is your intent to appear at the Final Approval Hearing. Your Objection and notice of intent to appear must be submitted to the Court and postmarked no later than May 21, 2020.

### **GETTING MORE INFORMATION**

#### **16. Are more details available?**

Yes. This Notice summarizes the Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.bamboosettlement.com](http://www.bamboosettlement.com), by contacting Class Counsel at the information listed below, or by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office

of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You can also call the Settlement Administrator at 1-888-404-0164.

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**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT  
THIS SETTLEMENT OR THE CLAIM PROCESS**