

improvement products, Defendant regularly advertises and sells various construction materials, including a variety of lumber products.

2. Some of the most popular construction materials sold by Defendant are dimensional lumber products, that is, lumber products used in construction and home improvement projects which are commonly sold by reference to three dimensions; height, width, and length.

3. Defendant regularly advertises for sale dimensional lumber products through in-store shelf tags and signage, labels, and flyers, which contain inaccurate and false product dimensions that do not correspond to the actual dimensions of the products being advertised.

4. Defendant's labels and advertisements are false, misleading, and reasonably likely to deceive the public. As a result of Defendant's conduct, consumers – including Plaintiff and the other members of the proposed Class – have purchased dimensional lumber products from Defendant that were not of the same size and quantity as represented.

5. Plaintiff brings this action on behalf of himself and other similarly situated consumers in Illinois and elsewhere nationwide, to obtain redress for those who purchased Defendant's dimensional lumber products.

PARTIES

6. Plaintiff Mikhail Abramov is a natural person and a citizen of Illinois.

7. Defendant The Home Depot, Inc. is a Delaware corporation with its principal place of business located in Atlanta, Georgia. Home Depot operates a chain of home improvement stores located in Illinois, and elsewhere throughout the country. Home Depot advertises and sells its dimensional lumber products to thousands of consumers in Illinois and elsewhere across the country in its retail stores.

JURISDICTION AND VENUE

8. This Court has diversity jurisdiction under 28 U.S.C. § 1332(d), because (i) at least one member of the putative class is a citizen of a state different from any Defendant, (ii) the amount in controversy exceeds \$5,000,000, exclusive of interests and costs, and (iii) none of the exceptions under that subsection apply to the instant action.

9. This Court has personal jurisdiction over Defendant because Defendant transacts business in Illinois and a substantial part of the events giving rise to Plaintiff's claims occurred in Illinois, as Defendant advertised and sold its dimensional lumber products to Plaintiff in Illinois. Defendant has also advertised, distributed, and sold its dimensional lumber products in Illinois such that it has sufficient minimum contacts with Illinois and/or has sufficiently availed itself of Illinois markets to make it permissible for this Court to exercise jurisdiction over Defendant.

10. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District, as Defendant advertised its dimensional lumber products to Plaintiff in this District, and Plaintiff purchased Defendant's dimensional lumber products in this District.

COMMON FACTUAL ALLEGATIONS

11. Defendant operates one of the largest chains of home improvement stores in the country.

12. Defendant's stores are advertised to consumers as selling the tools and materials needed to undertake various home improvement and construction projects by themselves with little experience and without having to hire professional builders.

13. One of the most common and popular products sold by Defendant is dimensional lumber, that is, lumber products that are identified by their height, width, and length. The most

common example of such products are “two-by-four” wooden planks that are often used in home remodeling and construction projects.

14. However, dimensional lumber products are not sold based on uniform dimensions that represent the actual dimensions of the product. That is, a “two-by-four” will not necessarily measure 2 inches by 4 inches. Specifically, lumber industry standards for dimensional lumber products require that “dressed” dimensional lumber products that are represented as having a given “nominal size,” must actually be a standardized corresponding “dressed size” established by such standards. For example, dimensional lumber products which are designated as having a “nominal size” of “ 2" x 4" – 8' ” must have an actual “dressed size” of “ 1.5" x 3.5" – 8' ”. Dimensional lumber products that are designated as having a “nominal size” of “ 4" x 4" – 6' ” must have an actual “dressed size” of “ 3.5" x 3.5" – 6' ”.

15. These standards stem from the fact that many dimensional wood products are often “dressed,” that is, surfaced to have uniform dimensions by removing wood material from the original piece of lumber they are made from. However, these standards do not reflect the actual size of the original “green” wood product out of which the final dimensional lumber product is created. Thus, a “dressed” “two-by-four,” is not actually even created from a piece of wood that measures 2 inches by 4 inches. In fact, by using these smaller “standard” sizes, manufacturers and retailers like Home Depot are able to “reduce production costs of lumber,” as well as “raw material” and “drying” costs. *See History of Yard Lumber Size Standards*, U.S. Department of Agriculture (September 1964), at 23 (available at www.fpl.fs.fed.us/documnts/misc/miscpub_6409.pdf).

16. Because there is a discrepancy between the “nominal” dimensions for “dressed” dimensional lumber products and their “actual” dimensions, it is critical that any product labeling

for such lumber products accurately identifies their “nominal” and “actual” dimensions to avoid misleading and confusing consumers. Otherwise, “misunderstandings about board measure are likely to arise.” (*History of Yard Lumber Size Standards*, at 24.) This is precisely why certain building guides will qualify the dimensions of any lumber materials listed as “nominal.” See, e.g., www.bhgre.com/bhgrelife/building-an-outdoor-room-step-by-step-guide/2/.

17. Indeed, this is why on its online store Defendant specifically discloses *both* the “nominal” dimensions and the “actual” dimensions for its dressed dimensional lumber products. For example, as shown below, on its website Defendant states that its “2 in. x 4 in. x 10 ft. #2 Prime Ground Contact Pressure-Treated Lumber” has a “Nominal Product Thickness (in.)” of “2” inches and a “Nominal product width (in.)” of “4” inches, and a smaller “Actual product thickness (in.)” of “1.5” inches and a smaller “Actual product width (in.)” of “3.5” inches.

The screenshot shows a Home Depot product page for WeatherShield lumber. The product is identified as "2 in. x 4 in. x 10 ft. #2 Prime Ground Contact Pressure-Treated Lumber" with a price of \$6.47. The specifications section is divided into two tables:

Dimensions			
Actual product Length (ft.)	10	Nominal Product Thickness (in.)	2
Actual product thickness (in.)	1.5	Nominal Width	4
Actual product width (in.)	3.5	Nominal product width (in.)	4
Nominal Product H x W (In.)	2x4	Product Depth (in.)	1.5
Nominal Product Height (In.)	2	Product Height (in.)	120
Nominal Product Length (ft.)	10	Product Length (ft.)	10
Nominal Product Length (in.)	120	Product Width (in.)	3.5

Details			
Chemical retention (lb./cu. ft.)	0.15	Moisture content	Green
Chemical retention (lb./cu. ft.)	.15	Pressure Treated	Yes
Contact Type Allowed	Ground Contact	Pressure treatment chemical	MCA - Micronized Copper Azole
Fastener recommendation	N/A	Texture	Smooth
Features	Pressure Treated	Water Resistant	No
Material	Wood		

18. In fact, as shown below, even where Defendant provides both the “nominal” and “actual” dimensions for its dressed dimensional lumber products, consumers still find that the labeling is deceptive and that they did not get the product that they had paid for.

Specifications			
Dimensions			
Actual product Length (ft.)	8	Nominal Product Length (ft.)	8
Actual product thickness (in.)	1.5	Nominal Product Thickness (in.)	6/4
Actual product width (in.)	3.5	Nominal product width (in.)	4
Approximate Weight (lb)	10		

JA **The width was 3.5 inches, not 4 inches. Poor all around** **November 1, 2016**

1.0 out of 5 stars

There were a few chips on edges and one board which was a little bowed but overall the boards were good quality. I was able to complete my project with the boards received.

Was this helpful? 0 thumbs up, 0 thumbs down

Verified Purchase

The width was 3.5 inches, not 4 inches. Poor all around

Was this helpful? 0 thumbs up, 20 thumbs down

Whereas in other instances consumers remain confused as to what the actual size of the dimensional lumber product is:

Model # 4230254 (15) **\$15.72**

4 in. x 4 in. x 12 ft. #2 Pressure-Treated Timber

Search Questions and Answers

Sort By: Questions with Most Answers

✗ Are these actually 4x4 or 3.5x3.5 like "lows" sells? **2** Answers

Asked by Poledigger August 23, 2016

[Answer this Question](#)

Answers (2)

Community Answer

August 23, 2016
The actual product thickness and width is 3.5".

Was this helpful? 1 thumbs up, 1 thumbs down

The screenshot shows a Home Depot product page for "Mendocino Forest Products" 2 in. x 4 in. x 8 ft. Construction Common S4S Redwood Lumber (4-Pack). The price is \$50.71. A question is asked: "What are the actual dimensions?" with 3 answers. The answers are:

- Mendocino Forest Products** (August 29, 2016): "The actual size is 1-1/2 inches high x 3-1/2 inches wide by 96 inches long, the nominal size is 2 inches x 4 inches by 8 foot." (4 helpful votes)
- Swingframe** (December 27, 2016): "The dimensions are the same as construction lumber. 3.5 x 1.5 x 8 ft." (1 helpful vote)
- CommunityAnswer** (August 29, 2016): "The dimensions of the lumber are 2 in. x 4 in. x 8 ft." (3 helpful votes)

19. Making accurate labeling of dimensional lumber products even more critical, some of the dimensional lumber products sold by Defendant are not “dressed” and thus do not follow the “nominal” dimensional standards for “dressed” lumber. For example, some of Defendant’s dimensional lumber products are “rough sawn” and are sold using just a single set of dimensions as shown below.

www.homedepot.com/p/2-in-x-4-in-x-8-ft-Rough-Sawn-Western-Red-Cedar-Fence-Panel-Backer-Rail-4-Pack-245385/206936036

Model # 245385 ★★★★★ (2)
 2 in. x 4 in. x 8 ft. Rough Sawn Western Red Cedar Fence Panel Backe... \$50.44

Specifications

Dimensions

Product Height (in.)	96	Product Width (in.)	4
Product Thickness (in.)	2		

Details

Color Family	Wood	Material	Cedar
Color/Finish	Cedar	Product Weight (lb.)	9lb
Commercial/Residential Use	Commercial / Residential	Recommended Fastener	Nails
Contact Type Allowed	Above Ground	Returnable	90-Day
Features	Paintable,Stainable		

As the below comments make clear, the fact that some products are “dressed” and sold using their “nominal” dimensions, while others are sold using their actual dimensions, can result in confusion for consumers, and consumers being sold a different dimensional lumber product than the one they reasonably believed they had purchased.

www.homedepot.com/p/2-in-x-4-in-x-8-ft-Rough-Sawn-Western-Red-Cedar-Fence-Panel-Backer-Rail-4-Pack-245385/206936036

Model # 245385 ★★★★★ (2)
 2 in. x 4 in. x 8 ft. Rough Sawn Western Red Cedar Fence Panel Backe... \$50.44

✘ Is the rail actually 3 1/2" x 1 1/2" or true 2 x 4?

Asked by wildboar65 January 21, 2017

Is the rail actually 3 1/2" x 1 1/2" or true 2 x 4?

[Answer this Question](#)

2 Answers

Answers (2)

KizMyn

January 26, 2017

Rough sawn means just that. It has not been planed smooth, which takes away 1/4" on each side. So yes, it is a true 2" X 4".

Was this helpful? 2 0 0

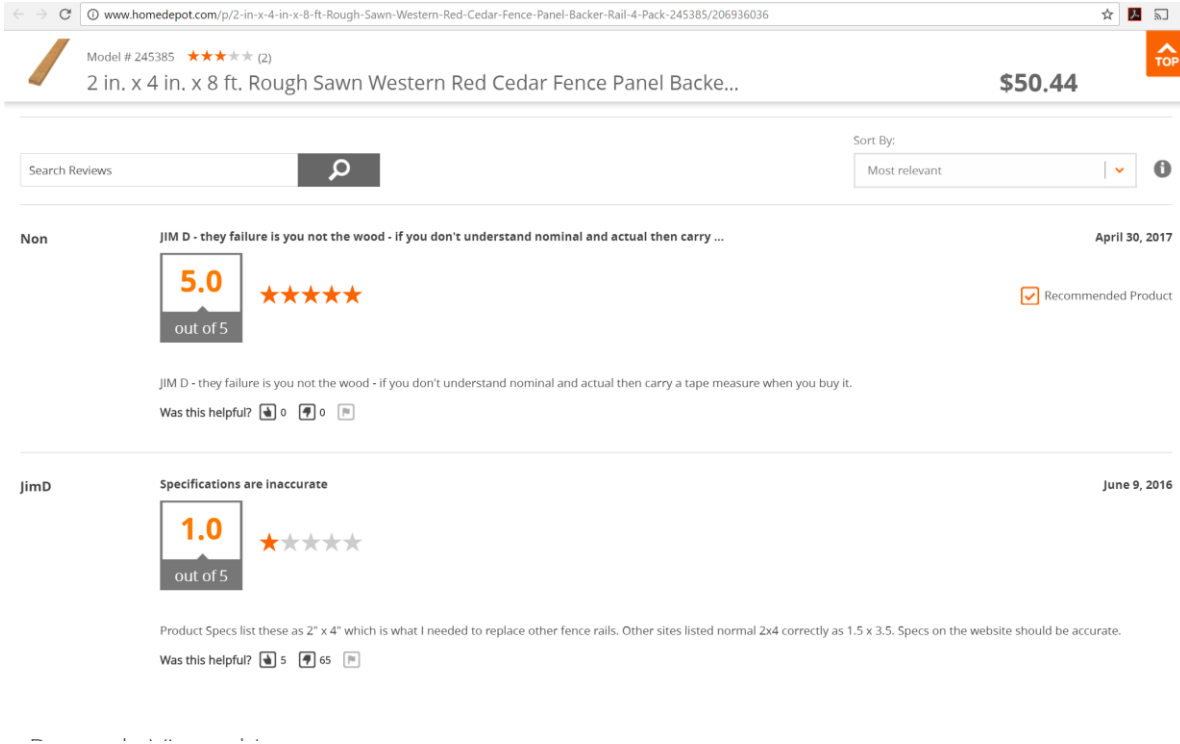
HDsmiles

DIY

March 31, 2017

Mine that I bought yesterday measure 3 5/8" x 1 5/8", visibly stouter than the rails they replaced. Not a problem for alternating section type fences, but the extra width will stand pickets off if all the rest of the backing boards are 3 1/2" x 1 1/2" and all the pickets are on the same side. I am going to try redwood 3 1/2" x 1 1/2" x 8 foot backers the next time because I was surprised these were cut larger than that (I don't know all the conventions for timber measurements).

Was this helpful? 1 0 0



20. While, as shown above, Defendant sells dimensional lumber products through its online store, Defendant sells most of its dimensional lumber products – including the dimensional lumber products at issue in this suit that were purchased by Plaintiff and the other members of the putative Class – in-store through its retail locations located throughout the country.

21. Similar to the dimensional lumber products sold on Defendant’s online store, Defendant advertises its dimensional lumber products on in-store shelf tags and signage, product labels, and flyers which contain specific product dimensions for the dimensional lumber products being offered for sale.

22. However, critically, unlike on its online store, the product dimensions advertised by Defendant on the in-store shelf stags, signage and product labels for its dimensional lumber products feature only a single set of dimensions that are not the actual dimensions of the products

being advertised. That is, unlike on its online store, the in-store shelf tags, signage and product labels for the dimensional lumber products sold by Defendant in its retail stores do not actually represent the dimensions of the products being sold.

23. In fact, the dimensional lumber products sold at Defendant's retail store locations all have materially smaller dimensions than those represented on their in-store shelf tags, signage, and product labels. For example, lumber labeled as having the dimensions "4x4-6'", actually measures 3.5" x 3.5" – 6', approximately 23% smaller than advertised. Further, the most commonly used 2" x 4" – 8' framing lumber actually measures 1.5" x 3.5" – 8'.

24. In effect, Defendant is selling "dressed" dimensional lumber products in its retail stores using their "nominal" dimensions, without stating anywhere that the advertised dimensions are not the actual dimensions of the products, that the advertised dimensions are "nominal" dimensions, that the products are "dressed" dimensional lumber products, or anything else to indicate that the products' actual dimensions differ from those explicitly stated on their in-store shelf tags, signage and product labels.

25. Accordingly, by failing to specify that the dimensions featured on its in-store shelf tags, signage and product labeling for its dimensional lumber products are "nominal" dimensions, and failing to disclose, as it does on its online store, the "actual" dimensions of the products, Defendant misrepresents to consumers that the lumber products they are purchasing have the same actual dimensions as specifically stated on the unqualified signage and labeling.

FACTS SPECIFIC TO PLAINTIFF

26. Plaintiff Abramov visited the Home Depot store located in Palatine, Illinois in or about December 2016.

27. Looking to purchase a piece of 4 in. x 4 in. dimensional lumber for a small home improvement project, Plaintiff Abramov went to the lumber yard at the Palatine Home Depot.

28. In the lumber yard Plaintiff Abramov saw a black and white shelf tag, as shown below, advertising “ 4x4-6' #2 PT GC ” pressure-treated pine lumber for \$7.17 per piece.



29. Taking a closer look, Plaintiff Abramov saw that each piece of the pine lumber was also individually labeled, as shown below, stating that its dimensions were “ 4 x 4 - 6 ”.



30. Relying on Defendant’s advertisement and product labeling, and the dimensions stated therein, Plaintiff Abramov purchased one piece of the 4" x 4" – 6' pine lumber. Plaintiff’s reliance on such labeling was reasonable especially given that other retailers do in fact sell dimensional lumber *actually* measuring 4" x 4" – 6'. See, e.g., www.prowoodmarket.com/cedar-lumber-4x4/.

31. Upon returning home, however, Plaintiff Abramov measured the piece of pine lumber to determine how to cut the lumber to the needed size for his project, and determined that

its dimensions were not in fact 4" x 4" – 6', but instead measured 3.5" x 3.5" – 6', which was 12.5% shorter in height and width, and approximately 23% less overall material than advertised and represented by Defendant.

32. Plaintiff and the other members of the Class were deceived and/or misled by Defendant's representations on its in-store signage and labeling regarding the dimensions of the dimensional lumber products which they purchased.

33. Defendant did not disclose anywhere on its in-store signage and labeling that the dimensions represented were not the actual dimensions for the lumber product, that the dimensions were "nominal" dimensions, that the product was "dressed," or anything else to indicate that the dimensional lumber product did not have the same dimensions as those specifically stated on the signage and labeling.

34. Defendant's representations as to the dimensions of the dimensional lumber products it sold were a material factor that influenced Plaintiff's and the other Class members' decisions to purchase Defendant's dimensional lumber products, as dimensional lumber is specifically purchased based on the represented *dimensions* of the lumber product. Plaintiff and the other members of the Class would not have purchased the dimensional lumber products that they bought from Defendant, or would have paid materially less for them, had they known that Defendant's representations as to the dimensions of these products were false and misleading.

35. As a result, Plaintiff and the other members of the Class have been damaged by their purchases of Defendant's dimensional lumber products, and have been deceived into purchasing a different product than the one they reasonably believed they were purchasing and which had significantly smaller dimensions than what was represented by Defendant.

36. Defendant has profited significantly from its false marketing and sale of its dimensional lumber products.

CLASS ACTION ALLEGATIONS

37. Plaintiff brings this action pursuant to Fed. R. Civ. P. 23(b)(2) and 23(b)(3) on behalf of himself and a nationwide class (the “Class”), with one subclass (the “Subclass” or “Illinois Subclass”) defined as follows:

- (i) The Class: All persons in the United States and its Territories who, within the applicable statute of limitations, purchased Defendant’s dimensional lumber products at any of its retail store locations.
- (ii) The Illinois Subclass: All persons who, within three years prior to the commencement of this action, purchased Defendant’s dimensional lumber products at any of its retail store locations in Illinois.

38. Plaintiff will fairly and adequately represent and protect the interests of the other members of the Class and Subclass. Plaintiff has retained counsel with substantial experience in prosecuting complex litigation and class actions. Plaintiff and his counsel are committed to vigorously prosecuting this action on behalf of the other members of the Class and Subclass, and have the financial resources to do so. Neither Plaintiff nor his counsel have any interest adverse to those of the other members of the Class and Subclass.

39. Absent a class action, most members of the Class and Subclass would find the cost of litigating their claims to be prohibitive and would have no effective remedy. Unless the Class and Subclass is certified, Defendant will retain the monies it received from the members of the Class and Subclass as a result of its unfair and deceptive conduct.

40. The class treatment of common questions of law and fact is also superior to multiple individual actions or piecemeal litigation in that it conserves the resources of the courts and the litigants, and promotes consistency and efficiency of adjudication.

41. Defendant has acted and failed to act on grounds generally applicable to Plaintiff and the other members of the Class and Subclass, requiring the Court's imposition of uniform relief to ensure compatible standards of conduct toward the members of the Class and Subclass, and making injunctive or corresponding declaratory relief appropriate for the Class and Subclass as a whole.

42. Plaintiff's claims are typical of the claims of the other members of the Class and Subclass as Plaintiff and the other members of the Class and Subclass have all suffered harm and damages as a result of Defendant's unlawful and wrongful practice of falsely representing and advertising dimensions for its dimensional lumber products that were not the actual dimensions of the products sold.

43. There are many questions of law and fact common to the claims of Plaintiff and the other members of the Class and Subclass, and those questions predominate over any questions that may affect individual members of the Class and Subclass. Common questions for the Class and Subclass include, but are not limited to, the following:

- (a) Whether Defendant advertised, represented, and/or warranted that its dimensional lumber products had certain dimensions;
- (b) Whether Defendant's dimensional lumber products had the same dimensions as advertised, represented, and/or warranted;
- (c) Whether Defendant's advertising of its dimensional lumber products was false or misleading;
- (d) Whether Defendant's conduct violates public policy;

- (e) Whether Defendant's conduct violated the Illinois Consumer Fraud Act and other such similar statutes;
- (f) Whether as a result of Defendant's misrepresentations of material facts related to the dimensions of its dimensional lumber products, Plaintiff and the other members of the Class and Subclass have suffered ascertainable monetary losses;
- (g) Whether Plaintiff and the other members of the Class and Subclass are entitled to monetary, restitutionary or other remedies, and, if so, the nature of such remedies; and
- (h) Whether Defendant should be enjoined from continuing to engage in such conduct.

COUNT I
For Violations of Consumer Protection Laws
(on behalf of the Class and the Illinois Subclass)

44. Plaintiff hereby incorporates the above allegations by reference as though fully set forth herein.

45. The Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 502/1 *et seq.* ("ICFA"), as well as other materially identical consumer fraud statutes enacted by states throughout the country, prohibits deceptive acts and practices in the sale of products such as Defendant's dimensional lumber products.

46. Plaintiff and the other members of the Class and Subclass are "consumers" or "persons," as defined under the ICFA and other states' consumer protection laws.

47. Defendant's conduct as alleged herein occurred in the course of trade or commerce.

48. Defendant's actions in affirmatively representing and advertising dimensions for its dimensional lumber products at its retail store locations that were not the actual dimensions of the products sold offends public policy, has caused and continues to cause substantial injury to consumers, and constitutes an unfair and deceptive trade practice.

49. Upon information and belief, and given the fact that Defendant managed and maintained all of the inventory for its products and that Defendant specifically disclosed the correct actual dimensions for its dimensional lumber products on its online store, Defendant knew or should have known at all relevant times that its dimensional lumber products did not have the same dimensions as represented and advertised by Defendant on its in-store shelf tags, signage and product labeling, but Defendant nonetheless continued to advertise and sell its dimensional lumber products using such false representations and without disclosing the products' actual dimensions.

50. Defendant intended for consumers to rely on its representations regarding the dimensions of its dimensional lumber products when choosing to purchase such products at its retail store locations. Dimensional lumber products are specifically marketed and sold according to their *dimensions*, and consumers rely on such representations so that they may make an informed decision as to the quantity and type of dimensional lumber product they need to purchase for their home improvement projects.

51. Plaintiff and the other members of the Class and Subclass did reasonably rely on Defendant's misrepresentations in choosing to purchase Defendant's dimensional lumber products, and would not have purchased the dimensional lumber products that they bought from Defendant, or would have paid materially less for them, had Defendant not made the false and deceptive representations regarding their dimensions.

52. As a direct and proximate cause of Defendant's deceptive and unfair trade practices, Plaintiff and the other members of the Class and Subclass suffered actual damages, including monetary losses for the purchase price of the dimensional lumber products which did not have the same dimensions as advertised and contained less lumber material.

53. Defendant's conduct is in violation of the ICFA and other state's consumer protection laws, and pursuant to 815 ILCS 505/10a and other such state's consumer protection laws, Plaintiff and the other members of the Class and Subclass are entitled to damages in an amount to be proven at trial; reasonable attorneys' fees; injunctive relief prohibiting Defendant's unfair and deceptive advertising going forward; and any such other and further awards, penalties, and relief that may be appropriate under applicable law.

COUNT II
Breach of Express Warranty
(on behalf of the Class and the Illinois Subclass)

54. Plaintiff hereby incorporates the above allegations by reference as though fully set forth herein.

55. Through its in-store signage, product labeling, and advertising, Defendant expressly warranted to Plaintiff and the other members of the Class that its dimensional lumber products have the same dimensions as represented on such signage, advertising, and labeling.

56. These affirmations of fact and promises regarding the dimensions of its dimensional lumber products were part of the basis of the bargain between Defendant and Plaintiff and the other members of the Class. Plaintiff and the other members of the Class would not have purchased the dimensional lumber products that they bought from Defendant, or would have paid materially less for them, had they known that these affirmations and promises were false.

57. Defendant breached the express warranties it represented about its dimensional lumber products and their qualities because, as set forth above, the dimensional lumber products sold to Plaintiff and the other members of the Class did not actually have the same dimensions as warranted by Defendant.

58. As a direct and proximate result of Defendant's breach of its express warranties, Plaintiff and the members of the Class have been damaged in an amount to be determined at trial.

COUNT III
Breach of Implied Warranty
(on behalf of the Class and the Illinois Subclass)

59. Plaintiff hereby incorporates the above allegations by reference as though fully set forth herein.

60. The implied warranty of merchantability is codified in Section 2-314 of the Uniform Commercial Code ("UCC") and requires that goods have to be fit for the ordinary purposes for which goods of that type are used; have adequate labeling; and conform to any promises or affirmations made on any product label.

61. Most states' laws provide for enforcement of the implied warranty of merchantability through their adoption of the UCC, including in Illinois pursuant to 810 ILCS 5/2-314, as well as other states where Home Depot operates its stores.

62. Defendant, as the marketer, distributor, and seller of the dimensional lumber products purchased by Plaintiff and the other members of the Class, is a merchant.

63. Plaintiff and the other Class members purchased Defendant's dimensional lumber products in a consumer transaction.

64. The dimensional lumber products sold by Defendant were not fit for the ordinary purposes for which goods of that type are used because they were labeled as having specific dimensions which were not the actual dimensions of the products sold.

65. The dimensional lumber products sold by Defendant were not adequately labeled because they were labeled as having specific dimensions which were not the actual dimensions of the products sold.

66. The dimensional lumber products sold by Defendant did not conform to the promises and affirmations made by Defendant on the product labeling because they were labeled as having specific dimensions which were not the actual dimensions of the products sold.

67. Plaintiff and the other Class members did not receive the dimensional lumber products that were warranted to them, as the products they purchased contained substantially less lumber material and had different dimensions than the products they were promised and expected.

68. As a result of Defendant's breach of warranty, Plaintiff and the other Class members suffered damages by purchasing dimensional lumber products which they would have not purchased, or would have paid materially less for, had they known that the products were not as warranted.

COUNT IV
Unjust Enrichment
(in the alternative and on behalf of the Class and the Illinois Subclass)

69. Plaintiff hereby incorporates Paragraphs 1 through 43 by reference as though fully set forth herein.

70. Plaintiff and the other members of the Class conferred a benefit on Defendant by purchasing its dimensional lumber products.

71. It is inequitable and unjust for Defendant to retain the revenues obtained from Plaintiff's and the other Class members' purchases of Defendant's dimensional lumber products because Defendant knowingly misrepresented the qualities of its dimensional lumber products and Plaintiff and the other members of the Class would not have purchased Defendant's dimensional lumber products, or would have paid materially less for them, had Defendant not made these misrepresentations.

72. Accordingly, because Defendant will be unjustly enriched if it is allowed to retain such funds, Defendant must pay restitution to Plaintiff and the other Class members in the amount which Defendant was unjustly enriched by each of their purchases of its dimensional lumber products.

WHEREFORE, Plaintiff, on behalf of himself and the Class and Subclass, prays for the following relief:

1. An order certifying the Class and Subclass as defined above;
2. An award of actual or compensatory damages, or, in the alternative, disgorgement of all funds unjustly retained by Defendant as a result of its unfair and deceptive sales practices;
3. Injunctive relief prohibiting Defendant's unfair and deceptive advertising practices and requiring Defendant to disclose both nominal and actual dimensions for all of its dimensional wood products;
4. An award of reasonable attorneys' fees and costs; and
5. Such further and other relief the Court deems reasonable and just.

JURY DEMAND

Plaintiff requests trial by jury of all claims that can be so tried.

Dated: May 11, 2017

Mikhail Abramov, individually and on behalf of a
class of similarly situated individuals

/s/ Eugene Y. Turin
One of Plaintiff's Attorneys

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