

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

GENERAL CIVIL DIVISION

Case No. _____

KRISTEN MONTAG and WARREN
KUIPER, *individually and on behalf*
of all others similarly situated,

Plaintiffs,

v.

RELIANCE WORLDWIDE
CORPORATION, a Delaware
Corporation, and HOME DEPOT
U.S.A., INC., a Delaware Corporation,

CLASS REPRESENTATION

CLASS ACTION COMPLAINT

Plaintiffs Kristen Montag and Warren Kuiper, individually and on behalf of all others similarly situated, bring this Class Action Complaint against Defendants Reliance Worldwide Corp. ("RWC") and Home Depot U.S.A., Inc. ("Home Depot"), pursuant to Rule 1.220 of the Florida Rules of Civil Procedure, and allege as follows:

INTRODUCTION

1. Defendant RWC manufactures, designs, and warrants SharkBite Plumbing Solutions ("SharkBite") products. Defendant Home Depot is a retailer of SharkBite products. Together, the Defendants have bilked consumers of millions of dollars by selling to consumers defective SharkBite water heater connectors with

rubber lining that disintegrates and contaminates the water lines that, among other things, supply drinking water to consumers with rubber residue.

2. SharkBite products' brand has been built on a misleading marketing scheme. RWC unambiguously claims and markets its water heater connectors as providing peace of mind, reliable, leak-free, and great for easily connecting hot and cold-water supply lines to a water heater.

3. In fact, far from the great product promised by RWC, SharkBite water heater connectors are entirely defective—the rubber lining inside the water heater connector prematurely deteriorates and comes apart in rubber flakes and a sludge-like substance, which fill the consumer's water heater and other plumbing lines and ultimately damage the plumbing lines and appliances connected to those lines. These rubber flakes and sludge also contaminate the water that comes out into the sink (including drinking water), bath tub, or shower.

4. Customers and users of RWC's defective water heater connectors paid a premium for the product based on RWC's misrepresentation that the product was tested and approved by industry standards and would provide peace of mind.

5. Disturbingly, when customers complain about the defective SharkBite water heater connector—including on the Defendants' own websites—Defendants actively conceal the defective nature of the product, instead telling customers that the rubber deterioration is due to "hard water" or a high level of chlorine in their own water supply.

6. By marketing, selling, and distributing the defective SharkBite water heater connectors to purchasers throughout the United States, RWC made actionable statements that the product was free of defects and safe and fit for its ordinary intended use and purpose.

7. By marketing, advertising, selling, and distributing SharkBite water heater connectors, RWC made actionable statements that the ordinary use of the product would not involve undisclosed safety risks that could damage a consumer's water heater (or other appliances connected to the water heater), and discharge rubber fragments into sinks, bath tubs, showers, or other appliances connected to the hot water heater. Further, Defendants concealed what they knew or should have known about the safety and efficacy risks resulting from the material defects in the product.

8. Defendants engaged in the above-described actionable statements, omissions, and concealments with knowledge that the representations were false and/or misleading and likely to mislead reasonable consumers. Alternatively, Defendants were reckless in not knowing that these representations were false and misleading at the time they were made. Defendants had and have exclusive access to data pertaining to the product defect that Plaintiffs and members of the proposed Class could not and did not have.

9. Therefore, Plaintiffs, on behalf of themselves, and the Class and Subclass, hereby bring this action for violations of various state laws.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction pursuant to Florida Statute §§ 26.012 and 86.011. The amount in controversy exceeds \$15,000.00 exclusive of interest, costs, and attorney's fees.

11. This Court has personal jurisdiction over Defendants, pursuant to Florida Statutes § 48.193(1)(a)(1), (2), and (6), because they have purposefully availed themselves of the privilege of conducting business in the state of Florida; some, if not most, of the actions giving rise to the Complaint took place in this district, including committing a tortious act in this state, and causing injury to property in this state arising out of Defendants' acts and omissions outside this state; and at or about the time of such injuries, Defendants were engaged in solicitation or service activities within this state, or products, materials, or things processed, serviced, or manufactured by Defendants anywhere were used or consumed within this state in the ordinary course of commerce, trade, or use.

12. Venue is proper in this judicial district because Plaintiff resides in Boynton Beach, Palm Beach County, Defendants do business in this district, and a substantial part of the events or omissions giving rise to Plaintiffs and Class members' claims occurred in this district. At all relevant times, Defendants were and are in the business of marketing and directly or indirectly selling Sharkbite products in this judicial district and Florida. Plaintiffs and Class members purchased and installed SharkBite products in their homes within this judicial district.

THE PARTIES

13. Plaintiff Kristen Montag is a citizen of Florida who resides in Boynton Beach, Palm Beach County, Florida. Ms. Montag purchased and installed SharkBite connector hoses for use in her home.

14. Plaintiff Warren Kuiper is a citizen of Florida who resides in Boynton Beach, Palm Beach County, Florida. Mr. Kuiper purchased and installed SharkBite connector hoses for use in his home.

15. Defendant RWC is a Delaware Corporation with its principal place of business in Atlanta, Georgia. RWC is a multinational company in the business of designing, developing, manufacturing, distributing, and selling plumbing products for residential and commercial plumbing applications, including the SharkBite connector hoses at issue in this litigation. Founded in Australia in 1949, RWC boasts that it is a preferred supplier of high-quality products. Defendant RWC supplies SharkBite products to retailers such as Home Depot for sale throughout the United States, including Florida.

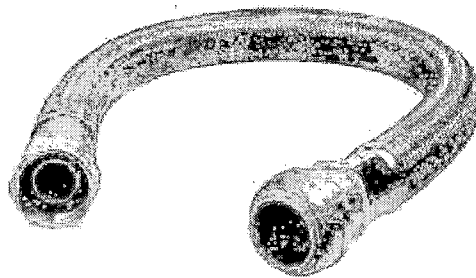
16. Defendant Home Depot is a Delaware Corporation with its principal place of business in Atlanta, Georgia. Home Depot is one of the largest home improvement retailers in the United States and sells the SharkBite connector hoses at issue in this litigation in the United States, including Florida.

COMMON FACTUAL ALLEGATIONS

A. The Product: SharkBite Flexible Water Heater Connectors.

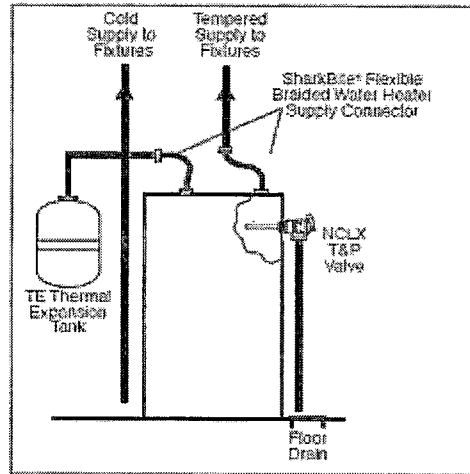
17. Defendant RWC manufactures a line of plumbing products under the trade name “SharkBite.” One such product is the SharkBite flexible water heater connector, which is available in different lengths and diameters; the part numbers include: U3068FLEX12LF, U3068FLEX15LF, U3068FLEX18LF, U3068FLEX24LF, U3088FLEX12LF, U3088FLEX15LF, U3088FLEX18LF, and U3088FLEX24LF (collectively, the “Product”). Aside from being available in different lengths and diameters, the Product is otherwise identical and, upon information and belief, made from the same materials at the same factory.

18. The Product consists of a braided stainless-steel hose that is braided with Ethylene Propylene Diene Monomer (“EPDM”), a synthetic rubber elastomer that RWC’s Sales & Specifications Sheet claims can withstand a maximum temperature of 200°F (93°C).



19. According to RWC’s Product’s Sales & Specifications Sheet, the Product is to be used in residential and commercial applications to connect hot and cold-water supply lines to residential and commercial water heaters.

20. The Product allows the installer to connect to copper PEX, CPVC, and PE-RT pipe, eliminating the need for an additional transition fitting, as this diagram shows:



21. The Product is sold by Home Depot, among other retailers.

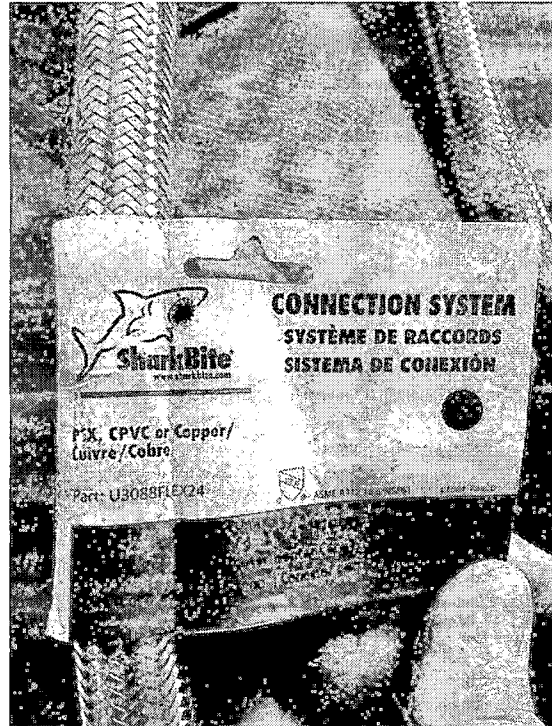
22. Home Depot prides itself on “delivering exceptional customer experience” and “leading in product authority.”¹ Home Depot “maintain[s] a global sourcing program to obtain high-quality and innovative products directly from manufacturers around the world.”² Home Depot also recognizes that its “customers expect a high level of customer service and product knowledge from [its] associates.”³

¹ See Form 10-K, The Home Depot, Inc., 1 (Mar. 28, 2019).

² *Id.* at 6.

³ *Id.* at 9.

23. The Product is sold by unit and contains no warnings limiting its use to any particular water type or condition.



B. RWC Misleadingly Markets, Warrants, and Represents the Product as Reliable, Safe, and Suitable for All Water Heaters.

24. As RWC recognizes, “water heaters are one of the most important components for providing comfort in homes.”⁴

25. RWC's central marketing theme is the reliability of the Product and its suitability for all types of residential and commercial water heaters. According to RWC, the Product was tested and listed to industry standards of the American

⁴ <http://www.sharkbite.com/how-to/how-to-install-a-water-heater-with-sharkbites-water-heater-connectors/>.

Society of Mechanical Engineers, National Sanitation Foundation, and American National Standards Institute.

26. RWC has used product labelling and packaging, the web, print, and live media advertising and messaging to promote the Product.

27. RWC's website is replete with representations about the safety and efficacy of the Product.

28. For instance, the Sales & Specifications Sheet on RWC's website describes the features and benefits of the Product as “[d]esign certified and agency listed, [i]nspector friendly,” and assures the consumer “peace of mind.”⁵

29. In a video titled, “How To: Install a Water Heater with SharkBite” published on RWC's website, SharkBite products are described as “Efficient” and “Reliable.”

30. RWC's website touts “SharkBite's quality and performance is field-proven with more than 550 million connections” and it's “the only push-to-connect brand that can ensure a clean, leak-free connection.”

31. RWC's website states that SharkBite products are “field-proven with more than 1.5 million connections made every week.”

32. RWC's website also states that it has an “unwavering commitment to innovating new solutions for optimizing efficiency and reliability that make SharkBite a pioneer and the hallmark of push-to-connect plumbing solutions for plumbing professionals.”

⁵ *Id.*

33. As alleged below, the foregoing representations are unsupported, false, and/or misleading.

C. The Product is Defective and Disintegrates Within a Short Period of Time Damaging the Water Heater and Plumbing Lines.

34. The rubber braided with stainless steel in the Product is of inferior quality and/or not suitable for the purpose of connecting water lines to and from the water heater.

35. Within a couple of years, the rubber begins to disintegrate and come apart, which results in black rubber flakes and a sludge-like substance being flushed into connected plumbing lines, into the water heater or other appliances, and contaminating the water itself, including drinking water.

36. Once the black rubber flakes and sludge begin to back up into the plumbing lines, the Product, other hoses that connect to the Product or are within the same line as the Product, as well as the water heater or other appliances, become damaged or destroyed.

37. Additionally, consumers experience low water pressure and/or are unable to use the water that comes out of their faucets because of the visible presence of rubber flakes and sludge.

38. In order to fix the problem, consumers must remove the Product, and replace the water heater, and all connecting plumbing lines.

D. Defendants Knew That the Product Was Defective During the Class Period.

39. As early as 2014, Defendants began receiving notice that the Product

was failing prematurely.

40. Consumer complaints regarding the Product, like the one below, became overwhelming, including complaints about premature rubber deterioration that clogs the consumer's plumbing pipes and ultimately could damage appliances that connect to the water heater, or pose a health and safety risk to the consumer.

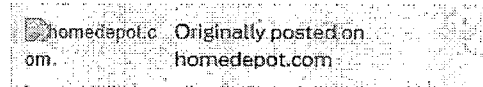


★★★★★ Sanibel716 · 4 years ago

Stainless Steel garden hose

If you want to change the hose every 6 months then buy this one. It has a black rubber lining that disintegrates and the particles clog the showers, sinks and washer. I'm sure if we didn't find the problem and replace this garden hose in disguise then it might have sprung a leak to boot!

☒ No, I do not recommend this product.



41. To this day, RWC's website continues to be inundated with consumer complaints, like the ones below, regarding the Product:



★★★★★ regal · 2 years ago

rubber liner deteriorates

In 2011 I installed these braided flex connectors from sharkbite; it was an easy install no leaks I was very happy, but after 2 years my faucets strainers were being clogged with small fragments of black rubber. I finally found the water heater was loaded with the rubber and found the rubber liner in the sharkbite flex line was deteriorating. I called Sharkbite and they said they changed the liners and if I bought new lines manufactured after 2011 that they would have the new liners. That was late 2013 or early 2014 and now here it is 2016 and the lines have deteriorated again. I don't recommend these and will not be suckered into them again.

⊕ Pros: Easy to install, No Leaks

⊖ Cons: rubber liner deteriorates after about 2 years

⊖ No, I do not recommend this product.



Originally posted on
homedepot.com



★★★★★ lawrence · 3 years ago

black pieces flow out of hot water

my bath tub hot water comes with black rubber pieces, and after long time diagnosis, the only possible explanation is that the black rubber pieces come from the Shark bite water heater connector

42. In fact, in response to a consumer complaint, RWC professes to use “the highest quality rubber on the market:”



★★★★★ hbv2020 · 2 years ago

These water heater connectors start shedding rubber particles shortly after installation

I had been experiencing black goo and rubber particles clogging many of the screens and filters in my house. After on line research I found it could be the black rubber liner in these connectors that was deteriorating. In deed that was the cause. I removed the hoses and cut them in half and the hot water hose was filled with black gunk. Also some in the cold water but not as bad. SharkBite claims it is caused by hard water and chlorine. Since most of the US has hard water and chlorine it would seem few are safe from deterioration.

⊕ Pros: Easy to Install. No Leaks

⊖ Cons: fail quickly

⊖ No, I do not recommend this product.

homedepot.com Originally posted on homedepot.com



Response from SharkBite Support:

· 2 years ago

HBV - Please give us a call at 1-877-700-4242. If you can send us your hoses back for testing we can send you some Stainless Steel Corrugated replacements. Most of the US is not afflicted with Hard Water and Chlorine levels vary. We manufacture our hoses with the highest quality rubber on the market. Taking care of the customer is our #1 priority and we apologize for the difficulties you have had with our product please give us a call and we will take care of you.

43. Similar customer complaints are also posted on Home Depot's website:

SharkBite Model 57000 Series 3/4 in. Push-to-Connect x 3/4 in. FIP x 1/8 in. Braided Stainless Steel W... \$12.75

Customer Reviews

Mike
Vineyard, CA
2/16/2019
1.0

Long term customer - Warning! Do NOT use for hot water

1.0

Easy to install: 5.0
Quality: 1.0
Value: 4.0

I installed one of these water lines from my hot water tank to the water supply and hot water out line in 2010. After several months I noticed a black ooze coming from the hot water line. The ooze was black and it was very sticky. I was not sure what it was. The black ooze could also be found in the rooms of every house.

This has been going on and my wife and I have been trying to find the source of the problem. I found the source to be the SharkBite hot water line. On the night, while making the SharkBite line come loose, the water was in 2000.

A regular amount of water coming out of the SharkBite water line that was from the hot water tank. In order to fix the leak, I had to cut the line. I cut the line and replaced it with a new one. The new one was the same. The same black ooze came from the end of the line.

When I was to fix the leak, I was not sure what to do. The department up had the water not my first place to find the leak. This was the first time I had a black ooze in a tank. I was not sure what to do. I was not sure what to do. I was not sure what to do.

I won't recommend this product. I won't recommend this product. I won't recommend this product. I won't recommend this product. I won't recommend this product.

SharkBite Model 57000 Series 3/4 in. Push-to-Connect x 3/4 in. FIP x 1/8 in. Braided Stainless Steel W... \$12.75

Customer Reviews

Steve
Hawthorne, CA
10/16/2018
1.0

Hot Water Heater supply disconnected - Don't Buy!

1.0

Unfortunately, the lifetime warranty on the SharkBite hot water heater supply line is voided. The SharkBite hot water heater supply line is voided. The SharkBite hot water heater supply line is voided. The SharkBite hot water heater supply line is voided. The SharkBite hot water heater supply line is voided.

Response from sharkbite.com
SharkBite, Inc. Technical Support
August 16, 2019
Good morning,

We are sorry to hear that you experienced a problem with your SharkBite hot water heater supply line. We have heard that SharkBite hot water heater supply lines have been found to be defective. Due to this, the lifetime warranty on the SharkBite hot water heater supply line is voided. We have heard that SharkBite hot water heater supply lines have been found to be defective. Due to this, the lifetime warranty on the SharkBite hot water heater supply line is voided.

We appreciate you taking the time to inform us with this feedback. If you would like to learn more about our company, please visit our website at <http://www.sharkbite.com>. We have heard that SharkBite hot water heater supply lines have been found to be defective. Due to this, the lifetime warranty on the SharkBite hot water heater supply line is voided.

regal
Chula Vista, CA
5/17/2018
1.0

rubber liner deterioration

1.0

SharkBite Model 57000 Series 3/4 in. Push-to-Connect x 3/4 in. FIP x 1/8 in. Braided Stainless Steel W... \$12.75

Customer Reviews

44. The complaints are consistent: the Product's rubber lining prematurely deteriorates; clogs and damages plumbing and appliances that connect to the water heater; and may pose a health and safety risk to consumers.

45. Above all, upon information and belief, the Product is not made with the "highest quality rubber," as RWC falsely represents to the public.

E. Defendants Continue to Sell the Defective Products and Do Not Warn Consumers about the Defect or Limitations of Use.

46. Despite knowing that the Product is defective, Defendants have failed to recall the Product or stop selling the Product.

47. Not only does RWC fail to acknowledge a defect, it continues to represent that the Product is safe, reliable, and effective.

48. And despite knowing that the Product is defective, Defendants provide no warning about the use and quality of the Product.

49. In response to one customer complaint approximately two years ago, RWC attributed the premature failure of the Product to water conditions "in coastal areas or areas with poor water quality, hard water, or high chlorine content" yet RWC continues to provide absolutely no warning on the Product or its marketing materials to inform consumers of any potential issue.

F. Different Product Materials and Designs are Available.

50. RWC offers alternative water heater connectors that are more resistant to the premature failure problems that have plagued the Product, for a simple reason: they do not contain a rubber lining.

51. Indeed, RWC markets corrugated stainless steel hoses as an alternative

to the Product, yet continues to sell the defective Product:

SharkBite's Corrugated Flexible Water Heater Connectors are great for easily connecting your hot and cold water supply lines to your water heater. Simply thread the female connection on the connector to the nipple and tighten with channel locks or a similar tool. These hoses are also available in Braided Stainless Steel [the Product] and are also available with an integrated Ball Valve.

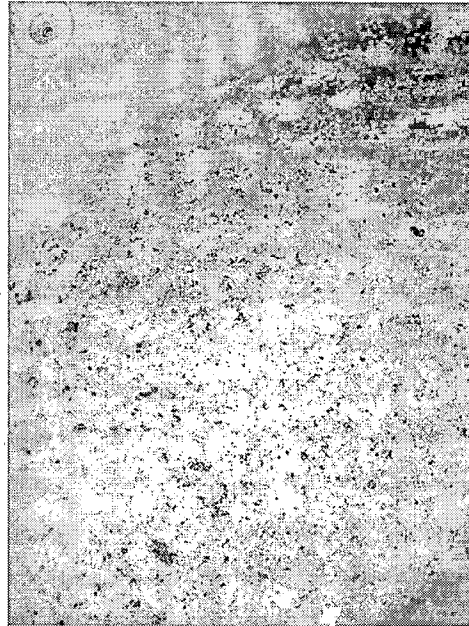
PLAINTIFFS' INDIVIDUAL ALLEGATIONS

52. Plaintiff Kristen Montag resides in Boynton Beach, Florida. She purchased the Product at Home Depot on around June 2014 and had a licensed plumber install the Product in her home as a supply line in and out of her water heater.

53. In early 2018, Ms. Montag began seeing black flakes in the water coming out of her faucet. The condition quickly worsened, and she began to experience lower water flow. In late 2018, Ms. Montag was forced to replace the Product, as well as other connecting plumbing lines, and the water heater.

54. Plaintiff Warren Kuiper resides in Boynton Beach, Florida. He purchased the Product at Home Depot in around 2013 and installed it himself in his home as a supply line in and out of his water heater and to the kitchen sink and dishwasher.

55. In early 2018, Mr. Kuiper began seeing black flakes in the water coming out of his faucet. The condition quickly worsened, and he began to experience lower water flow. The water that came out of the shower head in his tub, for example, was full of black rubber flakes as depicted below:



56. In March or April 2018, Mr. Kuiper called RWC to complain. The RWC representative told Mr. Kuiper to purchase the new, alternative water connector hoses from RWC. The RWC representative told Mr. Kuiper that the Home Depot he originally purchased the Product from still had the Product in stock. So as not to confuse Mr. Kuiper into purchasing the defective Product again, the RWC representative provided Mr. Kuiper with the Product's SKU number so that he could find a non-defective replacement.

57. In May 2018, Mr. Kuiper was forced to replace the Product, as well as other connecting plumbing lines and appliances that connected to those lines, at his own cost.

TOLLING OF THE STATUTE OF LIMITATION

FRAUDULENT CONCEALMENT

58. All applicable statutes of limitation have been tolled by Defendants'

knowing, active, and ongoing fraudulent concealment and denial of the facts alleged herein throughout the period relevant to this action, which behavior is ongoing.

59. At latest, Defendants knew of the product defect by 2014, by which time numerous consumers had directly and/or indirectly reported to Defendants the Product's potential defect. Since then, hundreds—if not thousands—of similar complaints have been lodged, alleging damaged water heaters and appliances, and clogged plumbing tubes as a result of the defective Product's use.

60. Despite knowing about the Product's defect, Defendants concealed—and continue to conceal—the nature of the defect. Defendants seek to downplay the severity of the problem; mislead consumers by representing that the premature deterioration is due to “hard water” or high chlorine content; have not notified or warned Plaintiffs, Class members, and the public of the full and complete nature of the defect; and have not issued a recall for the Product.

DISCOVERY RULE

61. Plaintiffs and Class members did not discover, and could not have discovered through the exercise of reasonable diligence, the full and complete nature of the defect.

62. Within the period of any applicable statutes of limitation, Plaintiffs and the other Class members could not have discovered through the exercise of reasonable diligence that Defendants were—and still are—concealing the Product's defect and misrepresenting product safety and efficacy issues.

63. Plaintiffs and Class members had no realistic ability to discern the

defect in the Product until—at the earliest—when they became aware that the rubber lining was prematurely deteriorating in their own homes.

64. Any applicable statutes of limitation have therefore been tolled by operation of the discovery rule.

ESTOPPEL

65. Defendants were under a continuous duty to disclose to Plaintiffs and Class members the true character, quality, and nature of the defect plaguing the Product.

66. Defendants actively concealed the true character, quality, and nature of the Product and knowingly made misrepresentations about the safety, quality, reliability, characteristics, and performance of the Product.

67. Plaintiffs and Class members reasonably relied upon Defendants' misrepresentations and/or active concealment of these facts.

68. Based on the foregoing, Defendants are estopped from relying on any statutes of limitation in defense of this action.

CLASS REPRESENTATION ALLEGATIONS

69. The Class's claims all derive directly from a common and uniform course of conduct by Defendants. This case is about the responsibility of Defendants, at law and in equity, for their knowledge and conduct as to the defective Product. Defendants have engaged in uniform and standardized conduct toward the Class. They did not differentiate, in degree of care or candor, in their actions or inactions, or in the content of their statements or omissions, among individual Class members.

The objective facts on these subjects are the same for all Class members. Within each Claim for Relief asserted by the Class, the same legal standards govern. Accordingly, Plaintiffs bring this lawsuit as a class action on their own behalf and on behalf of all other persons similarly situated as members of the proposed Class pursuant to Florida Rules of Civil Procedure 1.220(a), 1.220(b)(1), 1.220(b)(2), 1.220(b)(3), and/or 1.220(c)(4).

70. For any determined subclass with Plaintiffs with no identifiable proof of purchase, subsequent to determination of the common class issues, Plaintiffs seek an analysis pursuant to Florida Rule of Civil Procedure 1.220(c)(4).

71. This action satisfies all requirements of those provisions, including numerosity, commonality, typicality, adequacy, predominance, and superiority.

72. All conditions precedent to this action have been met or will be met.

I. The Class

73. Plaintiffs allege nationwide class action claims on behalf of themselves and all others similarly situated.

74. The Nationwide Class is defined as follows:

All persons and entities that own a structure where SharkBite Flexible Water Heater Connectors were installed from January 22, 2016 to present.

75. Plaintiffs also allege a Florida subclass on behalf of themselves and all others similarly situated.

76. The Home Depot Purchaser Subclass is defined as follows:

All persons and entities that purchased SharkBite Flexible Water Heater Connectors at Home Depot in Florida from

January 22, 2016 to present.

77. Excluded from the Class and Subclass are: (a) any person who purchased the Product for resale and not for personal use, (b) any person who signed a release of any Defendant in exchange for consideration in excess of the cost of the Product, (c) Defendants, including any entity or division in which Defendants have a controlling interest, as well as their agents, representatives, officers, directors, employees, trustees, parents, children, heirs, assigns, and successors, and other persons or entities related to, or affiliated with Defendants, (d) any juror assigned to this action, (e) Class Counsel, and (f) the Judge to whom this case is assigned and any members of the Judge's staff or immediate family.

II. Numerosity

78. This action satisfies the requirements of Fla. R. Civ. P. 1.220(a)(1). There are hundreds, if not thousands of customers—and putative class members—and RWC's 2018 sales revenue in the Americas was \$559.7 million, which is more than 70% of its \$769.4 million worldwide sales revenue for that same year. These individuals are dispersed geographically throughout the United States. Hence, while Plaintiffs do not know the exact size of the proposed Class, that information being within Defendants' sole possession and available only through discovery, the proposed Class is still plainly so numerous that joinder of all members is impracticable.

79. The Class is ascertainable because its members can be readily identified using purchase records, sales records, and other information kept by Defendants and

other retailers. Members can also be identified by documentation of the physical Product still installed in, or removed from, the structure. Plaintiffs anticipate providing appropriate notice to the Class, once certified, in compliance with Fla. R. Civ. P. 1.220(d), to be approved by the Court after class certification, or pursuant to court order.

III. Predominance of Common Issues

80. This action satisfies the requirements of Fla. R. Civ. P. 1.220(a)(2) and 1.220(b)(3) because questions of law and fact that have common answers predominate over questions affecting only individual Class members. These include, without limitation, the following:

a. Whether the Product suffers from a design defect in that the material selected for the rubber lining deteriorates prematurely;

b. Whether Defendants knew or should have known about the Product's defect, and, if so, how long Defendants have known of the defect;

c. Whether the defective nature of the Product constitutes a material fact reasonable consumers would have considered in deciding whether to purchase the Product;

d. Whether Defendants had a duty to disclose the defective nature of the Product to Plaintiffs and Class members;

e. Whether Defendants omitted and failed to disclose material facts about the Product;

f. Whether Defendants' conduct toll any or all applicable limitations

periods by acts of fraudulent concealment, application of the discovery rule, or equitable estoppel;

g. Whether Defendants negligently misrepresented that the Product was safe;

h. Whether Defendants engaged in unfair, deceptive, unlawful and/or fraudulent acts or practices in trade or commerce by objectively misleading Plaintiffs and putative Class members;

i. Whether Defendants' conduct, as alleged herein, was likely to mislead a reasonable consumer;

j. Whether Plaintiffs and Class members are entitled to a declaratory judgment stating that the Product is defective and/or not merchantable;

k. Whether Defendants' unlawful, unfair, and/or deceptive practices harmed Plaintiffs and the Class; and

l. Whether Plaintiffs and Class members are entitled to monetary damages and/or other remedies and, if so, the nature of any such relief.

IV. Typicality

81. This action satisfies the requirements of Fla. R. Civ. P. 1.220(a)(3) because Plaintiffs' claims are typical of the claims of the Class members, and arise from the same course of conduct by Defendants. Plaintiffs purchased the Product and used the Product in their homes. The relief Plaintiffs seek is typical of the relief sought for the absent Class members.

V. Adequate Representation

82. Plaintiffs will fairly and adequately represent and protect the interests of the Class. Plaintiffs have retained counsel with substantial experience in prosecuting consumer class actions, including actions involving defective products.

83. Plaintiffs and their counsel are committed to vigorously prosecuting this action on behalf of the Class, and have the financial resources to do so. Neither Plaintiffs nor their counsel have interests adverse to those of the Class.

VI. Superiority

84. Certification is appropriate under Fla. R. Civ. P. 1.220(b)(1) because prosecuting separate actions by Plaintiffs or individual Class members would create a risk of inconsistent or varying adjudications with respect to individual Class members that would establish incompatible standards of conduct for Defendants or adjudications with respect to individual Class members that, as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests. This action requires the resolution of the issue of whether SharkBite products are defective and whether Defendants failed to warn consumers of the defective nature of the products. The prosecution of individual claims could establish incompatible standards of conduct for Defendants with respect to its warnings and sale of SharkBite products.

85. Certification is appropriate under Fla. R. Civ. P. 1.220(b)(2) because Defendants have acted and refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive and/or corresponding declaratory

relief with respect to the Class as a whole. Defendants' manufacture, sale, and warnings with respect to SharkBite products are uniform across the Class.

86. Certification is appropriate under Fed. R. Civ. P. 1.220(b)(3) because a class action is superior to other available methods for the fair and efficient adjudication of this controversy. The common questions of law and of fact regarding Defendants' conduct and responsibility predominate over any questions affecting only individual Class members.

87. Because the damages suffered by each individual Class member may be relatively small, the expense and burden of individual litigation would make it very difficult or impossible for individual Class members to redress the wrongs done to each of them individually, such that most or all Class members would have no rational economic interest in individually controlling the prosecution of specific actions, and the burden imposed on the judicial system by individual litigation by even a small fraction of the Class would be enormous, making class adjudication the superior alternative.

88. The conduct of this action as a class action presents far fewer management difficulties, far better conserves judicial resources and the parties' resources, and far more effectively protects the rights of each Class member than would piecemeal litigation. Compared to the expense, burdens, inconsistencies, economic infeasibility, and inefficiencies of individualized litigation, the challenges of managing this action as a class action are substantially outweighed by the benefits to the legitimate interests of the parties, the court, and the public of class treatment

in this court, making class adjudication superior to other alternatives.

89. Plaintiffs are not aware of any obstacles likely to be encountered in the management of this action that would preclude its maintenance as a class action. Rule 1.220 provides the Court with authority and flexibility to maximize the efficiencies and benefits of the class mechanism and reduce management challenges. The Court may, on motion of Plaintiffs or on its own determination, certify nationwide, statewide, and/or multistate classes for claims sharing common legal questions; utilize the provisions of Rule 1.220(c)(4)(A) to certify any particular claims, issues, or common questions of fact or law for class-wide adjudication; certify and adjudicate bellwether class claims; and utilize Rule 1.220(c)(4)(B) to divide any Class into subclasses.

CLAIMS FOR RELIEF

COUNT I

NEGLIGENCE - FAILURE TO WARN

90. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 89 as though fully set forth herein.

91. Plaintiffs bring this claim on behalf of the Nationwide Class against Defendants.

92. Defendants owed a duty of care to the Plaintiffs and Nationwide Class members to give appropriate warnings about all dangers associated with the intended use of the Product.

93. By at least 2014, Defendants were aware or should have been aware of

the Product's premature deterioration of the rubber lining. Certainly, after receiving, directly or indirectly, hundreds of complaints of rubber pieces discharging into sinks, bathtubs, showers, or other appliances connected to a water heater, a duty arose to provide a warning to consumers that use of the Product could result in damage to hot water heaters or appliances that use hot water, or could pose a health and safety risk to a consumer.

94. Defendants were under a continuing duty to warn and instruct the intended and foreseeable users of the Product, including Plaintiffs and Nationwide Class members, of the defective condition of the Product and the risks associated with using the Product. Plaintiffs were entitled to know that the Product, in its ordinary use, was not reasonably safe for its intended and ordinary purpose and use.

95. Defendants were negligent and breached their duty of care by negligently failing to give adequate warnings to purchasers and users of the Product, including Plaintiffs and Nationwide Class members, about the risks, potential dangers and defective condition of the Product—including that the Product may be susceptible to premature deterioration of the rubber lining—after Defendants knew, or by the exercise of reasonable care, should have known of the inherent design defects and resulting dangers associated with the Product.

96. As described herein, Defendants knew that Plaintiffs and Nationwide Class members could not reasonably be aware of those risks.

97. As a direct and proximate result of Defendants' failure to adequately warn consumers about risks associated with use of the Product, Plaintiffs and the

Nationwide Class have suffered damages as set forth herein.

COUNT II

STRICT LIABILITY – DESIGN DEFECT

98. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 89 as though fully set forth herein.

99. Plaintiffs bring this claim on behalf of the Nationwide Class against Defendants.

100. Defendants are designers, developers, manufacturers, sellers, and/or distributors of the Product.

101. As alleged herein, the Product has a design defect which results in premature deterioration of the rubber lining.

102. These unreasonably dangerous defects were present in the Product when they were placed into the stream of commerce by Defendants.

103. The Product did not undergo material change or alteration up to and including the time of use by Plaintiffs and Nationwide Class members. Further, the Product was used as intended or in a reasonably foreseeable manner by Plaintiffs and Nationwide Class members.

104. Defendants' defective Product caused harm to Plaintiffs and Nationwide Class members, as described herein, for which Plaintiffs and Nationwide Class members are entitled to recover damages to be determined at trial.

COUNT III

STRICT LIABILITY – FAILURE TO WARN

105. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 89 as though fully set forth herein.

106. Plaintiffs bring this claim on behalf of the Nationwide Class against Defendants.

107. Defendants are designers, developers, manufacturers, sellers, and/or distributors of the Product.

108. As alleged herein, the Product has a design defect which results in premature deterioration of the rubber lining.

109. These unreasonably dangerous defects were present in the Product when they were placed into the stream of commerce by Defendants.

110. The Product did not undergo material change or alteration up to and including the time of use by Plaintiffs and Nationwide Class members. Further, the Product was used as intended or in a reasonably foreseeable manner by Plaintiffs and Nationwide Class members.

111. The foreseeable risks of harm from the Product could have been reduced or avoided if Defendants had provided reasonable instructions or warnings, at least as of 2014 when they knew or should have known that the Product was defective and unreasonably dangerous.

112. The failure of Defendants to provide reasonable instructions or warnings made the Product defective and unreasonably dangerous.

113. Defendants' failure to warn of the defective Product caused harm to Plaintiffs and Nationwide Class members, as described herein, for which Plaintiffs

and Nationwide Class members are entitled to recover damages to be determined at trial.

COUNT IV

UNJUST ENRICHMENT

114. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 89 as though fully set forth herein.

115. Plaintiffs bring this claim on behalf of the Nationwide Class against Defendants.

116. Defendants' unlawful, unfair, deceptive, and wrongful acts and omissions, unjustly enriched Defendants at the expense of Plaintiffs and the Nationwide Class.

117. Plaintiffs and the Nationwide Class paid a premium for the Product which was unfit for its ordinary use.

118. Plaintiffs and Nationwide Class members conferred a benefit on Defendants through payment for the misrepresented and defective Product.

119. Defendants' retention of the benefit conferred as a result of its unlawful acts was inequitable and unjust.

120. Plaintiffs and members of the Nationwide Class have no adequate remedy at law.

121. Plaintiffs and members of the Nationwide Class are entitled to seek restitution and other relief from Defendants, including an order requiring Defendants to disgorge all profits, benefits, and other compensation obtained by Defendants

through and for its wrongful conduct.

COUNT V

BREACH OF COMMON LAW IMPLIED WARRANTIES

122. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 89 as though fully set forth herein.

123. Plaintiffs bring this claim on behalf of the Home Depot Purchaser Subclass against Home Depot.

124. Home Depot sold the Product to Plaintiffs and Home Depot Purchaser Subclass members.

125. Home Depot impliedly warranted to Plaintiffs and Home Depot Purchaser Subclass members that the Product was of merchantable quality and reasonably fit for the intended purpose and use of connecting water lines.

126. Home Depot impliedly warranted to Plaintiffs and Home Depot Purchaser Subclass members that the Product was not reasonably fit for the specific purpose for which Home Depot knowingly sold the Product, namely, for connecting water lines, and for which, in reliance on the judgment of Home Depot, Plaintiffs and Home Depot Purchaser Subclass members bought the Product.

127. Defendants breached these implied warranties by selling a Product with a design defect which results in premature deterioration of the rubber lining.

128. As a direct and proximate result of Defendants' breach of warranty, the defective Product caused harm to Plaintiffs and the Home Depot Purchaser Subclass members, as described herein, for which Plaintiffs and Home Depot Purchaser

Subclass members are entitled to recover damages to be determined at trial.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all Nationwide Class members and the Home Depot Purchaser Subclass, respectfully request that the Court enter an Order:

A. Declaring that this action is a proper class action, certifying the Nationwide Class and Home Depot Purchaser Subclass as requested herein, designating Plaintiffs as Class Representatives, and appointing Plaintiffs' attorneys as Class Counsel;

B. Enjoining Defendants from continuing the unfair business practices alleged in this Complaint;

C. Ordering Defendants to pay damages (including punitive damages) and restitution to Plaintiffs and the other Class members, as allowable by law;

D. Ordering Defendants to pay both pre- and post-judgment interest on any amounts awarded;

E. Ordering Defendants to pay attorneys' fees and costs and expenses; and

F. Ordering such other and further relief as may be just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all issues so triable.

DATED: January 23, 2020.

Respectfully submitted,

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