

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

LEON PEDIGO, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

LOUISVILLE LADDER, INC.,

Defendant.

Case No.: _____

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff LEON PEDIGO (“Plaintiff”), individually and on behalf of all others similarly situated, by his attorneys, alleges the following upon information and belief, except for those allegations pertaining to Plaintiff, which are based on personal knowledge.

NATURE OF THE ACTION

1. This action seeks to remedy the deceptive and misleading business practices of Louisville Ladder, Inc. (hereinafter “Louisville Ladder” or “Defendant”) with respect to the manufacturing, marketing, and sale of Defendant’s Attic Stairway Ladders with gas struts throughout the United States (hereinafter the “Products”).

2. Defendant has improperly, deceptively, and misleadingly labeled and marketed its Products to reasonable consumers, like Plaintiff, by omitting and not disclosing to consumers on its packaging, labeling, or marketing materials that the Products contain, or risk containing, a severe defect in the ¼-inch chrome-colored spreader bolts that can cause the bolts to break during ordinary use (the “Defect”).

3. When the ¼-inch chrome-colored spreader bolts break during ordinary use, the ladder can fail, posing a severe risk of serious injury or death from a fall hazard.

4. Use of Products with defective bolts may result in catastrophic injuries, and Defendant has received at least 11 reports of the ¼-inch chrome-colored spreader bolts breaking, including at least one report of an injury to the neck, head, and back.¹

5. The Recall covers Louisville, Featherlite, Lite, and Century branded Attic Stairway Ladders with gas struts, as identified in the CPSC recall notice.² The brand name and model number appear on a label on the inside of the attic door.

Century

Model No.	UPC Code
AC2240LG-R5	728865144584
AC2540LG-R5	728865144591
AC2540MG-R10	728865144577
AL2211R5	728865142238
AL2511R5	728865142221

Model No.	UPC Code
ALE2211	728865142580
ALE2511	728865142597
ALE3010	728865144607
ALE3011	728865144614
FTAL2211	728865142504

Featherlite

Model No.	UPC Code
AA2210R5FL	7272751221057
AF2240LG-R5	728865145161
AF2240MG-R5	728865144997
AF2240MG-R5C	728865144553

Model No.	UPC Code
AF2540LG-R5	728865145178
AF2540MG-R10	728865145154
AF2540MG-R5	728865145000
AF3040MG-R10	728865145604

Lite

Model No.	UPC Code
AA2211	728865143990
AA2511	728865144003
AP2240MG	728865144522
AP2540MG	728865144539

Louisville

Model No.	UPC Code
AA2210	728865116260
AA2210-2	728865133038
AA2210-2R5	728865133052
AA2210-500	728865141903
AA2210F	728865122445
AA2210F-500	728865141927
AA2210-H	728865133731
AA2210I	728865142047
AA2210R5	728865133533
AA2510	728865116253
AA2510-2	728865133021
AA2510-2R5	728865133045
AA2510-500	728865141910
AA2510F	728865122452
AA2510F-500	728865141934
AA2510-H	728865133724
AA2510I	728865142054
AA2510R5	728865133540
AA2510TSWB	728865137807
AA2510TSWB-500	728865141941

Model No.	UPC Code
AA2510WB	728865140456
AA2510WB-500	728865141958
AA2810	728865128102
AEE2210	728865122025
AEE2210-500	728865141873
AEE2510	728865122032
AEE2510-500	728865141880
AEE3010	728865132680
AH2240LG-R5	728865144621
AH2240MG-R5	728865144423
AH2540MG-R5	728865144430
AL2240LG-R5	728865144508
AL2240LG-R5FT	728865145086
AL2240MG	728865144481
AL2240MG-C	728865144546
AL2240MG-FT	728865145062
AL2240MG-R5C	728865144867
AL2240MG-R5FT	728865145413
AL2540LG-R5	728865144515
AL2540LG-R5FT	728865145093

Model No.	UPC Code
AL2540MG	728865144478
AL2540MG-FT	728865145079
AL2540MG-R10	728865144485
AL2540MG-R10FT	728865145109
AL2540MG-R5FT	728865145420
AL3040MG-R10	728865144492
AL3040MG-R10FT	728865145116
AL3040MG-R5FT	728865145437
FTAA2210	728865121196
FTAA2210-500	728865141965
FTAA2210F	728865123961
FTAA2210F-500	728865141972
FTAA2510	728865121202
FTAA2510-500	728865141989
FTAA2510F	728865123978
FTAA2510F-500	728865141996
FTAA2510TSWB	728865139474
FTAA2510TSWB-500	728865142009
FTAA3010	728865138514

¹ <https://www.cpsc.gov/Recalls/2026/Louisville-Ladder-Recalls-Over-One-Million-Attic-Stairway-Ladders-Due-to-Risk-of-Serious-Injury-or-Death-from-Fall-Hazard> (last accessed Aug. 25, 2026)

² <https://atticstairwayrecall.expertinquiry.com/> (last accessed Aug. 25, 2026)

6. Plaintiff and those similarly situated (hereinafter “Class Members”) reasonably expect that the ladders they purchase will not contain, or risk containing, a defect that causes the ladder to fail and become a life-threatening fall hazard.

7. Consumers trust manufacturers and retailers like Defendant to sell products that are safe, appropriately tested, and manufactured in accordance with industry safety standards.

8. Unfortunately for consumers, including Plaintiff, the Products they purchased contained, or were at risk of containing, this dangerous defect.

9. Defendant utilized a marketing and advertising campaign that omitted from the packaging that the Products contained, or risked containing, a defect that could cause the ladder to collapse.

10. Knowing of the risk of ladder failure is highly material to reasonable consumers.

11. The presence of this defect was a material fact solely within the possession of Defendant, and consumers could not reasonably discover this defect prior to purchasing or using the Products.

12. Defendant’s omission leads a reasonable consumer to believe they are not purchasing a defective product when, in fact, they are purchasing a product fraught with failure risk.

13. While Defendant issued a recall of the Products on August 6, 2026 (the “Recall”), this Recall has been woefully ineffective and insufficient to make consumers whole.

14. The Recall instructs consumers who purchased the Products to stop using them immediately and register online to receive a free repair kit containing replacement bolts, washers, and lock nuts.

15. However, the Recall is purposely designed to minimize Defendant's financial liability, as it shifts the burden of labor and repair onto the consumer and fails to offer a refund for the defective Products.

16. Because Defendant has failed to adequately compensate Plaintiff and Class Members, this class action remedy is superior to Defendant's failed recall in every conceivable fashion.

JURISDICTION AND VENUE

17. This Court has subject matter jurisdiction over this action under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2)(A), because at least one member of the Class is a citizen of a different state than at least one Defendant.

18. Further, this is a class action involving more than 100 class members, and the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and costs.

19. This Court has personal jurisdiction over Defendant because Defendant is authorized to do business and conducts substantial business in the State of New York.

20. Defendant actively contracts to supply goods within the State of New York, supplies goods within the State of New York, and its products are sold at numerous retail locations within this District.

21. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because Plaintiff resides in Ronkonkoma, Suffolk County, within this District, Defendant transacts substantial business within this District, and a substantial part of the events or omissions giving rise to the Classes' claims occurred in this District, including Plaintiff's purchase of the Product in Commack, New York, in Suffolk County, within this District.

PARTIES

Plaintiff

22. Plaintiff Leon Pedigo is, and at all times relevant to this action was, a citizen and resident of Ronkonkoma, New York, which is located in Suffolk County, within this District.

23. Plaintiff Pedigo purchased the Defendant's Product, specifically the Louisville Ladder Attic Stairway Ladder with gas struts (Model AH2540MG-R5), in or around February or March 2026.

24. Plaintiff Pedigo made his purchase in person at a Home Depot retail store located at 65 Crooked Hill Road, Commack, New York, and paid approximately \$400.

25. Prior to purchasing the Product, Plaintiff Pedigo saw and reviewed the packaging, labeling, and marketing of the Product.

26. Since purchasing it, he has used the Product on a roughly weekly basis.

27. Nowhere on the packaging, labeling, or marketing did Defendant disclose that the Product contained, or risked containing, defective 1/4-inch chrome-colored spreader bolts that could break during ordinary use and cause the ladder to fail.

28. Had Defendant disclosed this material information, Plaintiff Pedigo would not have been willing to purchase the Product at any price.

29. Alternatively, Plaintiff Pedigo paid a price premium based on Defendant's false, misleading, and deceptive representations and omissions regarding the safety of the Products.

30. The Product Plaintiff received was defective because it carries a severe risk of mechanical failure resulting in a fall hazard. Plaintiff Pedigo has not suffered a physical injury to date, but the Product carries the same latent risk of bolt failure and fall hazard.

31. Plaintiff Pedigo learned of the Recall through social media.

32. Accordingly, Plaintiff Pedigo was injured as a direct and proximate result of Defendant's improper conduct.

Defendant

33. Defendant Louisville Ladder, Inc. is a corporate entity with its principal place of business located at 7765 National Turnpike, Unit 190, Louisville, Kentucky 40214.

34. Louisville Ladder is a manufacturer and distributor of climbing products, including attic stairway ladders.

35. Defendant manufactures, markets, advertises, distributes, and sells the Attic Stairway Ladders with gas struts.

36. Defendant authorized the false, misleading, and deceptive marketing, advertising, distribution, and sale of its Products throughout the United States.

FACTUAL BACKGROUND

37. The ladder industry is a competitive market where safety and structural integrity are paramount to purchasing decisions.

38. Consumers have become increasingly conscious and concerned about the safety of the products they use to access elevated areas of their homes. Attic ladders are typically installed as permanent fixtures in a home's ceiling or attic floor and are relied on for years to provide access to attic spaces, including when consumers carry storage bins, holiday decorations, insulation, or other materials.

39. Companies, such as Defendant, market their products as safe and capable of withstanding stated weight capacities. The affected Products were advertised with an American National Standards Institute ("ANSI") "Type IAA" or "Special Duty" duty rating, meaning they were rated for a 375-pound load.

40. Consumers are willing to pay, and have paid, a premium for products that are represented to be safe and reliable.

41. Consumers lack the meaningful ability to test or independently ascertain or verify whether a product's hardware, such as gas strut bolts, is defective at the point of sale.

42. Therefore, consumers must and do rely entirely on Defendant to truthfully and honestly market the safety of the Products.

43. The Products' packaging wholly fails to identify the risk of bolt failure.

44. Defendant is a massive and sophisticated corporation that has been in the business of producing, manufacturing, selling, and distributing ladders for years.

45. Defendant possesses unique and superior knowledge regarding the manufacturing processes, the materials used, and the risks associated with those processes.

46. Such knowledge regarding hardware failures and safety risks is solely within the possession of Defendant.

47. Defendant had a duty to provide consumers, like Plaintiff and Class Members, with accurate information about the structural integrity and safety of the Products.

48. Instead of ensuring consumer safety, Defendant released defective Products into the consumer market.

49. On August 6, 2026, Defendant, in conjunction with the Consumer Product Safety Commission, issued a recall of roughly 1.77 million of its Attic Stairway Ladders with gas struts due to the fall hazard.³

³ <https://www.cpsc.gov/Recall-Products/Ladders> (last accessed Aug. 25, 2026)

50. The Recall covered products sold nationwide for between roughly \$170 and \$600 as far back as November 2012 through July 2026, meaning defective products were in the market and being actively used by consumers for over a decade before any warning was issued.

51. Consumers were instructed by Defendant to immediately stop using the recalled ladders.

52. This instruction concedes that the ladders are unreasonably dangerous, unsafe, and unsuitable for their principal and intended purpose.

53. The Recall provides that consumers should register for a free repair kit to replace the hardware themselves.

54. By requiring consumers to perform their own repairs rather than issuing full refunds or replacements, Defendant designed a recall program that structurally minimizes its own financial liability.

55. Reasonable consumers reviewing Defendant's labels reasonably believe that they are purchasing products that are safe for use.

56. As an immediate, direct, and proximate result of Defendant's false, misleading, and deceptive representations and omissions, Defendant injured Plaintiff and the Class Members.

57. Plaintiff and the Class Members were deprived of the benefit of their bargain, as the Products they purchased were defective and dangerous.

TOLLING AND ESTOPPEL OF THE STATUTE OF LIMITATIONS

58. Defendant has continuously marketed and sold the Products to unsuspecting customers and continuously represented that the Products are safe and suitable for use.

59. Defendant affirmatively concealed the existence and scope of the Defect while continuing to market the Products as safe. Plaintiff and Class Members had no reasonable means

of discovering the concealed Defect before the Recall because the relevant information was exclusively within Defendant's possession.

60. At all relevant times, Defendant possessed knowledge of the material dangers posed by the Products, yet knowingly continued to allow their sale. Plaintiff Pedigo's and the Class Members' claims are not time-barred.

61. Moreover, even after the Recall, there is no evidence that notice of the Recall reached all owners of the Products.

62. Plaintiff and Class Members could not reasonably have discovered and did not know facts that would have caused a reasonable person to suspect that Defendant knowingly failed to disclose material information within its knowledge about a dangerous Defect.

63. Throughout the relevant period, Defendant concealed from and failed to disclose to Plaintiff and Class Members vital information about the Defect.

64. Defendant kept Plaintiff and Class Members ignorant of vital information essential to the pursuit of their claims. As a result, neither Plaintiff nor Class Members could have discovered the Defect, even upon reasonable exercise of due diligence.

65. Defendant had a duty to disclose to Plaintiff and Class Members the true quality and nature of the Products, including that the Products contain a uniform dangerous Defect and pose serious safety concerns.

66. Instead, Defendant continued to market the Products as suitable for their intended purpose to further profit from their sale and prevent Plaintiff and Class Members from seeking redress.

67. Plaintiff and Class Members justifiably relied on Defendant to disclose the true dangerous nature of the Products because the Defect was not discoverable through reasonable efforts.

68. Defendant's affirmative acts of concealment, including its continued marketing of the Products as safe, reliable, and fit for their intended purpose while possessing knowledge of the hazard, further support estoppel and tolling of any applicable limitations period.

CLASS ALLEGATIONS

69. Plaintiff, individually and on behalf of all others similarly situated, brings this class action pursuant to Fed. R. Civ. P. 23.

70. As detailed in this Complaint, Defendant orchestrated deceptive marketing, labeling, and manufacturing practices that uniformly impacted its customers.

71. The proposed Classes are defined as follows:

Nationwide Class: All persons within the United States who purchased Defendant's affected Products.

New York Subclass: All persons who purchased Defendant's affected Products within the State of New York.

72. Excluded from the Classes are Defendant, any entity in which Defendant has a controlling interest, and Defendant's officers, directors, legal representatives, successors, and assigns.

73. Plaintiff reserves the right to modify, change, or expand the definitions of the proposed Classes based upon discovery and further investigation.

74. *Numerosity*: The proposed Classes are so numerous that joinder of all Class Members is impracticable. Over 1.77 million units were sold. Plaintiff believes that there are

hundreds of thousands of consumers who are Class Members as described above who have been damaged by Defendant's deceptive and misleading practices.

75. *Commonality*: Questions of law and fact common to the Class Members predominate over any questions affecting only individual Class Members.

76. *Typicality*: The claims or defenses of Plaintiff are typical of the claims or defenses of the Class Members. Class Members were injured and suffered damages in substantially the same manner as Plaintiff, Class Members have the same claims against Defendant relating to the same course of conduct, and Class Members are entitled to relief under the same legal theories asserted by Plaintiff.

77. *Adequacy*: Plaintiff will fairly and adequately protect the interests of the proposed Classes and has no interests antagonistic to those of the proposed Classes. Plaintiff has retained counsel experienced in the prosecution of complex class actions and has agreed to serve as a class representative.

78. *Predominance*: Questions of law or fact common to the Class Members predominate over any questions affecting only individual Class Members. Common questions such as whether Defendant owed a duty to Plaintiff and the Class Members and whether Defendant breached its duties predominate over individual questions such as measurement of economic damages.

79. *Superiority*: A class action is superior to other available methods for the fair and efficient adjudication of these claims because individual joinder of the claims of the Class Members is impracticable. Many Class Members are without the financial resources necessary to pursue this matter. Even if some Class Members could afford to litigate their claims separately, such a result would be unduly burdensome to the courts in which the individualized cases would

proceed. Individual litigation increases the time and expense of resolving a common dispute concerning Defendant's actions toward an entire group of individuals. Class action procedures allow for far fewer management difficulties in matters of this type and provide the unique benefits of unitary adjudication, economies of scale, and comprehensive supervision over the entire controversy by a single judge in a single court.

80. *Manageability*: Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Violation of New York General Business Law § 349 (On Behalf of Plaintiff and the New York Subclass)

81. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

82. New York General Business Law ("GBL") § 349 prohibits deceptive acts or practices in the conduct of any business, trade, or commerce or in the furnishing of any service in the State of New York.

83. Defendant engaged in deceptive and unfair business practices by representing that its Products were safe, high-quality ladders, while omitting the material fact that the Products contained, or risked containing, defective gas strut bolts prone to breaking.

84. Defendant intended that Plaintiff and the New York Subclass rely on its deceptive packaging and material omissions so they would purchase the Products.

85. The omissions regarding the hardware failure risk were material to Plaintiff and the New York Subclass because reasonable consumers care deeply about the safety of products used for climbing.

86. Defendant's deceptive and unfair practices occurred in the course of conduct involving trade or commerce in New York.

87. As a direct and proximate result of Defendant's violation of GBL § 349, Plaintiff and the New York Subclass suffered actual damages in the form of monies paid for defective, dangerous products.

88. Plaintiff and the New York Subclass are entitled to actual damages, treble damages up to \$1,000 under GBL § 349(h), and reasonable attorneys' fees and costs under GBL § 349.

SECOND CAUSE OF ACTION
Violation of New York General Business Law § 350 (False Advertising)
(On Behalf of Plaintiff and the New York Subclass)

89. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

90. New York General Business Law ("GBL") § 350 prohibits false advertising in the conduct of any business, trade, or commerce in the State of New York.

91. Defendant falsely advertised the Products by representing that they were rated ANSI "Type IAA" or "Special Duty" and capable of safely supporting a 375-pound load, while omitting the Defect in the ¼-inch chrome-colored spreader bolts. These representations and omissions were materially misleading to a reasonable consumer.

92. Defendant's conduct was consumer-oriented and occurred in New York in the conduct of business, trade, or commerce, and was directed to Plaintiff and members of the New York Subclass.

93. Plaintiff and members of the New York Subclass reasonably relied on Defendant's false advertising and omissions in purchasing the Products and were injured as a direct and proximate result, including by paying for Products that were defective and dangerous.

94. Plaintiff and members of the New York Subclass are entitled to actual damages or statutory damages of \$500 per violation under GBL § 350-e(3), whichever is greater, plus reasonable attorneys' fees and costs and injunctive relief.

**THIRD CAUSE OF ACTION
Negligent Misrepresentation
(On Behalf of Plaintiff and the Nationwide Class)**

95. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

96. Defendant's acts and omissions constitute negligent misrepresentation under New York law. Defendant had a special relationship with Plaintiff and Class Members because they reasonably relied on Defendant's superior knowledge and expertise as the designer, manufacturer, marketer, and seller of the Products, and Defendant had a duty to provide accurate information for their guidance in purchasing the Products.

97. Defendant misrepresented and omitted material facts concerning the safety, suitability, and quality of the Products, including representing that the Products were safe for ordinary use and capable of supporting a 375-pound load consistent with an ANSI Type IAA or Special Duty rating, while omitting that the Products contained, or risked containing, the Defect and could fail during ordinary use.

98. Defendant had no reasonable grounds to believe those representations were true because it knew or should have known that the Products contained the Defect and posed a fall hazard, yet failed to disclose those facts.

99. Defendant intended that Plaintiff and Class Members rely on its representations and omissions in deciding whether to purchase the Products and the price they would pay.

100. At the time of purchase, Plaintiff and Class Members lacked knowledge of the falsity of Defendant's representations and omissions and justifiably relied on them to their detriment.

101. Had Defendant disclosed the truth, Plaintiff and Class Members would not have purchased the Products, or would have paid less for them. Their justifiable reliance caused them to suffer economic loss and deprived them of the benefit of their bargain.

102. As a direct and proximate result of Defendant's negligent misrepresentation, Plaintiff and Class Members suffered damages and are entitled to the relief requested in this Complaint.

FOURTH CAUSE OF ACTION
Negligence
(On Behalf of Plaintiff and the Nationwide Class)

103. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

104. Defendant owed a duty to Plaintiff and the Class Members in the Nationwide Class to exercise reasonable care in the design, manufacturing, quality control, distribution, and sale of the Products.

105. Defendant breached this duty by failing to adhere to proper manufacturing standards and failing to adequately test hardware components for structural integrity.

106. Defendant further breached its duty of care by negligently failing to timely or adequately warn Plaintiff and the Class Members of the Defect after Defendant knew, or should have known, of the Defect.

107. As a direct and proximate result of Defendant's negligence, Plaintiff and the Class Members in the Nationwide Class suffered economic injuries by paying for defective Products they otherwise would not have purchased.

FIFTH CAUSE OF ACTION
Unjust Enrichment
(On Behalf of Plaintiff and the Nationwide Class)

108. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

109. Plaintiff pleads this claim in the alternative.

110. Defendant was unjustly enriched at the expense of Plaintiff and other Class Members through the payment of the purchase price for the Products.

111. Defendant received a measurable benefit from Plaintiff and the Class Members, which Defendant retained despite the Products being defective and dangerous.

112. It would be inequitable and unjust for Defendant to retain these ill-gotten profits under the circumstances.

113. Plaintiff and the Class Members seek restitution, disgorgement of inequitably obtained monies, and the imposition of a constructive trust upon Defendant's unjust profits.

SIXTH CAUSE OF ACTION
Breach of Express Warranty
(On Behalf of Plaintiff and the Nationwide Class)

114. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

115. Defendant, as the designer, manufacturer, marketer, and seller, expressly warranted on the Products' packaging that the Products were safe and capable of withstanding stated weight capacities.

116. These express representations became part of the basis of the bargain between Plaintiff, Class Members, and Defendant.

117. Defendant breached these express warranties because the Products were manufactured with defective bolts, making them entirely unfit and unsafe for their intended purpose.

118. The August 2026 recall acts as an admission by Defendant that the Products do not conform to the express warranties made on the labels.

119. As a direct and proximate result of Defendant's breach of express warranty, Plaintiff and the Class Members suffered damages.

SEVENTH CAUSE OF ACTION
Breach of the Implied Warranty of Merchantability
(On Behalf of Plaintiff and the Nationwide Class)

120. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

121. Defendant is and was at all relevant times a merchant engaged in the manufacturing, distributing, marketing, warranting, and/or sale of the Products.

122. The Products are and were at all relevant times "goods" within the meaning of New York's Uniform Commercial Code.

123. Defendant knew or had reason to know the specific purpose for which the Products were purchased—safe access to attic spaces through ordinary residential use—and sold the Products through authorized retailers for that purpose.

124. Under N.Y. U.C.C. Law § 2-314, Defendant impliedly warranted that the Products were merchantable, of fair and average quality, safe and suitable for ordinary use, and fit for their ordinary purpose of providing safe attic access.

125. Those implied warranties formed part of the basis of the bargain between Defendant, Plaintiff, and Class Members and included warranties that the Products would safely support users during ordinary use, conform to Defendant's safety and performance representations, and not pose the fall hazard created by the Defect.

126. Defendant breached the implied warranty of merchantability because the Products contain the Defect, rendering them unsafe and unfit for their ordinary purpose. Defendant's instruction that consumers stop using recalled Products because the bolts can break and create a fall hazard further demonstrates the breach.

127. Plaintiff and Class Members had sufficient direct dealings with Defendant and/or its authorized retailers, representatives, or agents to establish a contractual relationship concerning the Products and the warranties.

128. In any event, privity is not required because Plaintiff and Class Members are the intended third-party beneficiaries of Defendant's warranties and of Defendant's sales through authorized retailers. The retailers were not intended to be the ultimate consumers; Defendant's warranties were designed to benefit the consumers who purchased and used the Products.

129. Any attempt by Defendant to disclaim or limit the implied warranties is unconscionable and unenforceable. Plaintiff and Class Members had no meaningful choice in determining the terms of purchase, while Defendant possessed superior and exclusive knowledge of the Defect and the terms unreasonably favored Defendant.

130. To the extent Defendant's repair-only Recall or any other limited remedy purports to limit Plaintiff's or Class Members' remedies, the inadequate Recall and failure to provide an effective repair, refund, or replacement caused the limited remedy to fail of its essential purpose.

131. As a direct and proximate result of Defendant's breach, Plaintiff and Class Members suffered and continue to suffer economic damages, including the purchase price or diminution in value of Products they would not have purchased, or would have purchased for less, had they known of the Defect, together with all other damages allowed by law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the Class Members respectfully request judgment against Defendant and that the Court enter an order as follows:

- A. An order certifying this action as a class action pursuant to Fed. R. Civ. P. 23.
- B. An award of statutory, compensatory, incidental, consequential, and punitive damages and restitution to the extent permitted by law in an amount to be proven at trial.
- C. An order enjoining Defendant's unlawful conduct.
- D. An award of attorneys' fees, expert witness fees, costs, and Class representative incentive awards as provided by applicable law.
- E. An award of interest as provided by law, including pre-judgment and post-judgment interest.
- F. Such other and further relief as this Court may deem just, equitable, or proper.

Dated: September 22, 2026

Respectfully submitted,

/s/ Jason P. Sultzer

Jason P. Sultzer

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Counsel for Plaintiff and the Proposed Classes

**pro hac vice to be submitted*

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

LEON PEDIGO, individually,
and on behalf of all others similarly situated

Plaintiff(s)

V.

LOUISVILLE LADDER, INC.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* LOUISVILLE LADDER, INC.
7765 National Turnpike, Unit 190
Louisville, Kentucky 40214

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Sultz & Lipari, PLLC

Sultzer & Lipari, PLLC
Jason P. Sultzer, Esq.
85 Civic Center Plaza, Suite 200
Poughkeepsie, NY 12601

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

BRENNA B. MAHONEY
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

LEON PEDIGO, individually, and on behalf of all others similarly situated

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

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

Sultzter & Lipari, PLLC - Jason P. Sultzter, Esq.
85 Civic Center Plaza, Suite 200, Poughkeepsie, NY 12601 - (845) 483-7100

DEFENDANTS

LOUISVILLE LADDER, INC.

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

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

Attorneys (If Known)

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

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

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

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☒ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☒ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

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

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☒ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee * ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

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

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

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

Class Action Fairness Act, 28 U.S.C. § 1332

Brief description of cause:

Violation of New York General Business Law § 349 and 350, Negligent Misrepresentation, Negligence, Unjust Enrichment

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
5,000,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

PART A - CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration ☐

I, Jason P. Sultzer, counsel for Plaintiff and the Class, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- ☒ monetary damages sought are in excess of \$150,000.00 exclusive of interest and costs,
- ☒ the complaint seeks injunctive relief, or
- ☐ the matter is otherwise ineligible for the following reason:

PART B - DISCLOSURE STATEMENT - FEDERAL RULES of CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks. Add an additional page if needed.

PART C - RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 3 in Section VIII on the front of this form. Rule 3(a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 3(a) provides that "A civil case shall not be deemed "related" to another civil case merely because the civil case involves identical legal issues, or the same parties," Rule 3 further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (b), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

PART D - NEW YORK EASTERN DISTRICT DIVISION OF BUSINESS RULE 1(d)(3)

If you answer "Yes" to any of the questions below, this case will be designated as a Central Islip case and you **must select Office Code 2**.

1. Is the action being removed from a state court that is located in Nassau or Suffolk County?
2. In actions not involving real property, is the action being brought against United States, its officers or its employees AND the majority of the plaintiffs reside in Nassau or Suffolk County?
3. If you answered "No" to all parts of Questions 1 and 2:
 - a. Did a substantial part of the events or omissions giving rise to claim or claims occur in Nassau or Suffolk County?
 - b. Do the majority of defendants reside in Nassau or Suffolk County?
 - c. Is a substantial amount of any property at issue located in Nassau or Suffolk County?
4. If this is a Fair Debt Collection Practice Act case, was the offending communication received in either Nassau or Suffolk County?
 (Note, a natural person is considered to reside in the county in which that person is domiciled; an entity is considered a resident of the county that is either its principal place of business or headquarters, or if there is no such county in the Eastern District, the county within the District with which it has the most significant contacts).

PART E - BAR ADMISSION

1. I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

If you answered No to E(1), please see instructions and Local Civ. R. 1.3.

2. Are you currently the subject of any disciplinary action (s) in this or any other state or federal court? If yes, please explain:

PART F - IMMIGRATION HABEAS

1. Is this petition based on an immigration detention?

Check Form to Validate Before Signing

I certify the accuracy of all information provided above.

Signature: /s/ Jason P. Sultzer

2. Does this case require immediate attention of a judge?

If you answered Yes in Part F, and are filing this action after business hours, please see instructions here: <https://www.nyed.uscourts.gov/emergency-applications-filed-after-business-hours>.

Date: 9/22/2026

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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Page One Instructions

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Page Two Instructions

- A.** Certification of Arbitration Eligibility: Indicate whether the case is eligible for arbitration under Local Civil Rule 83.7. If you answer No, please check at least one of the reasons that the case is not eligible.
- B.** Disclosure Statement - Federal Rules of Civil Procedure 7.1: If additional space is needed, please add the parties on an additional page.
- C.** Related Case Statement: If additional space is needed, please add the parties on an additional page.
- D.** Division of Business Rule 1(d)(3): Your answers in this section will determine whether your case will be designated as a Central Islip or Brooklyn case. Failure to complete this section may result in a delay assigning your case to a judge. Answer all four (4) questions in this part, including 3(a), 3(b), and 3(c).
- E.** Bar Admission: Answer both questions.
- F.** Immigration Habeas: Answer both questions.

Click "Check Form to Validate Before Signing." If any required fields have not been completed, please do so before signing.

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