

**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE**

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<p><b>JACQUELYN D. AJOSE, KATHY SMITH, ) SHARON KURTZ, PATRICIA EVETT, ) JAMES L. BOYLAND &amp; KATHY DUTTON ) on behalf of themselves and all others ) similarly situated, )</b></p> <p style="text-align:right"><b>Plaintiffs,</b></p> <p style="text-align:center"><b>v.</b></p> <p><b>INTERLINE BRANDS, INC.</b></p>	)	<p><b>Case No. 14-CV-1707</b></p> <p><b>JUDGE KEVIN H. SHARP</b></p> <p><b>MAGISTRATE JOE BROWN</b></p> <p><b>DEMANDED FOR JURY TRIAL</b></p> <p><b><u>COMPLEX LITIGATION</u></b></p>
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**Defendant.**

**FIRST AMENDED CLASS ACTION COMPLAINT  
FOR INJUNCTIVE RELIEF AND DAMAGES**

Plaintiffs, Jacquelyn D. Ajose, Kathy Smith, Sharon Kurtz, Patricia Evett, James L. Boyland, and Kathy Dutton by their designated attorneys, individually and on behalf of all others similarly situated, for their First Amended Class Complaint, allege as follows based upon personal knowledge, the investigation of their counsel, information and belief, and publicly available information:

**NATURE OF THE ACTION**

1. This action exposes the latent defects with Flexible Plumbing Toilet Connectors (“Toilet Connector”) that Defendant Interline Brands, Inc. purchased in China, and injected into the U.S. marketplace.

2. A Toilet Connector connects a water fixture shut-off valve to the bottom of a toilet. To permit water flow into the toilet tank, a Toilet Connector connects to the base of the toilet using a plastic coupling nut.

3. Beginning in 2002, Interline purchased Toilet Connectors from China with uniformly defective plastic coupling nuts and injected them into the U.S. market. As a result, these Toilet Connectors pose a substantial risk of failure by permitting the unrestricted flow of water causing catastrophic water damage to property.

4. Interline is a direct marketer and distributor of a broad line of products, including plumbing supplies. Interline does not manufacture products, but instead uses third-party manufacturers, largely in China, to provide it with the products it distributes in the United States.

5. Interline sells an exclusive brand of plumbing products under its trademark, DuraPro tubular products. Interline's DuraPro line includes Toilet Connectors with plastic coupling nuts. Interline designed these Toilet Connectors, provided design drawings to the Chinese manufacturers, and approved samples of the Toilet Connectors before distributing them into the U.S. market.

6. Interline has known about the defects with these Durapro Toilet Connectors for years. Interline's Quality Manager, Joe Cangelosi, sent an email to the Chinese manufacturers on October 10, 2007, "[i]nvestigate as soon as possible, re-designing the plastic ballcock nuts with a more robust design..."

7. Cangelosi followed that email up on November 6, 2007, "[Interline] continue[s] to receive complaints about failing plastic ballcock nuts...[C]an you please provide a status for my request to upgrade the plastic ball cock nut design?" In response, the Chinese supplier responded to Mr. Cangelosi, "*[a]s for the design problem, we corrected it in Jan[uary]. Now the problem occurs only from the old inventory.* Thanks!"<sup>1</sup>

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<sup>1</sup> See November 2007 email exchange attached as Exhibit A (emphasis added).

8. Interline had full knowledge of the defective condition of the Toilet Connectors and rather than disclose, warn, or recall these defective Toilet Connectors, Interline has ignored this mounting problem, and exposed Plaintiffs and the putative Classes to a substantial risk of significant property damage.

9. Plaintiffs and the Classes have suffered, and will continue to suffer, injury-in-fact and a loss of money as a direct result of Defendant's conduct. Each Class Member has either expended money to repair property damage caused by the defective Toilet Connector, has paid for a defective Toilet Connector when they otherwise would not have, or will be caused to expend money to replace the defective Toilet Connectors once these defects are publicly known.

10. This action seeks to both compensate those who have already suffered damages caused by the defective plastic coupling nut (like Plaintiffs) and minimize any future damages by publicly disclosing the existence of the defects and establishing a protocol to remove them from properties.

11. The central issue raised herein — whether Interline's Toilet Connectors are defective— is common to the members of the proposed Classes. There is an economy to class treatment of this central question because its resolution has the potential to eliminate the need for ongoing, repeated litigation related to the Toilet Connectors' alleged defects and the reasons for its repeated failure.

### **JURISDICTION**

12. This Court has jurisdiction over this litigation pursuant to 28 U.S.C. § 1332(d), as the matter is brought as a class action under Rule 23 of the Federal Rules of Civil Procedure, and the sum of the amount in controversy exceeds \$5,000,000. The requirement of minimal diversity

is met as the dispute is between a citizen of Pennsylvania, Colorado, Texas, Florida and Arizona and a Defendant from a different state. *See* 28 U.S.C. § 1332(d)(2)(A).

13. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because, during the relevant period, Interline Brands shipped the Toilet Connectors directly from China to its warehousing facility in Nashville, TN located at 2701 Eugenia Avenue, where it then re-distributed the defective Toilet Connectors throughout Tennessee and the United States, generally. All of the witnesses and documents related to the import of these defective Toilet Connectors are located in Tennessee.

### **PARTIES**

#### **Plaintiffs:**

14. Plaintiff, **Jacquelyn D. Ajose**, is an adult citizen and resident of Philadelphia, Pennsylvania. On June 2, 2014, after returning home, Plaintiff Ajose discovered that Interline's DuraPro brand Toilet Connector failed in a third floor bathroom causing water to run unabated throughout her home. As a result of the Toilet Connectors' failure, Plaintiff Ajose has suffered out-of-pocket damages including, but not limited to, payment of her property insurance deductible.

15. Plaintiff Ajose's DuraPro brand Toilet Connector with fractured plastic coupling nut is pictured below still affixed to the base of the toilet:



16. Plaintiff, **Kathy Smith**, is an adult citizen and resident of Aurora, Colorado. In or around 2009, Defendant's Toilet Connector was installed in Plaintiff Smith's home. On August 6, 2014, Plaintiff Smith experienced a water leak in her DuraPro Toilet Supply Line. Plaintiff Smith discovered the leak upon returning home from a 45 minute trip. Plaintiff Smith observed that the plastic coupling nut had cracked, causing the connector to sever and water to run unabated through her home. The leak caused significant damage, including at least \$10,000 in property damage. Plaintiff Smith's suffered out-of-pocket damages, including but not limited to, payment of her homeowners' insurance deductible total approximately \$7,600.

17. Plaintiff Smith's failed DuraPro Toilet Connector is pictured below:



18. Plaintiff, **Sharon Kurtz**, is an adult citizen and resident of Dallas, Texas. In and around 2004, Defendant's Toilet Connector was installed in Plaintiff Kurtz's home. On December 12, 2014, Defendant's Toilet Connector fractured causing water to run unabated throughout her entire home, including destroying hardwood floors, baseboards and beds. Plaintiff suffered out-of-pocket damages, including but not limited to, the payment of her \$5,000 home insurance deductible.

19. Plaintiff Kurtz's failed DuraPro Toilet Connector is pictured below:



20. Plaintiff, **Patricia Evett**, is an adult citizen and resident of Marana, Arizona. On December 23, 2007, Plaintiff Evett moved into a new construction home that contained a DuraPro Toilet Connector. On March 6, 2015, during the middle of the night, the DuraPro Toilet Connector fractured and caused water to run unabated throughout her entire home. Three rooms in the house had to have the walls torn out, flooring removed, and furniture discarded. Plaintiff suffered out-of-pocket damages, including but not limited to, the payment of her \$3,000 home insurance deductible.

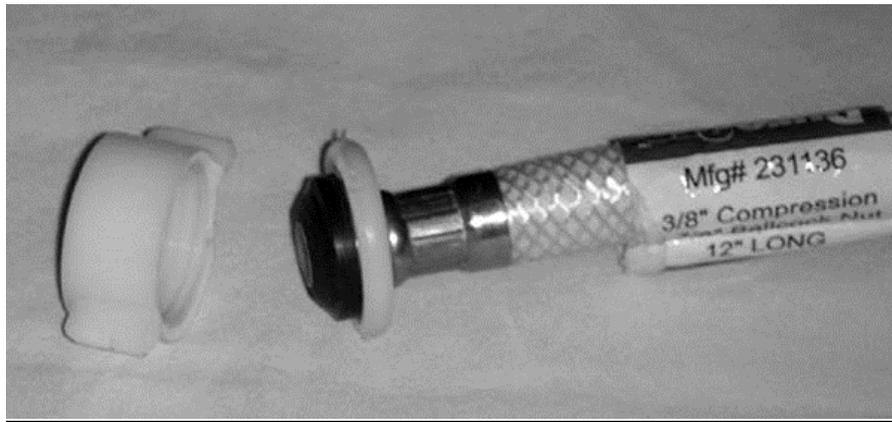
21. Plaintiff Evett's failed DuraPro Toilet Connector is pictured below:



22. Plaintiff, **James L. Boyland**, is an adult citizen and resident of Melbourne, Florida. On July 3, 2015, at approximately 3:45 a.m. Plaintiff Boyland was woken by the sound of spraying water from his master bathroom. When he entered the bathroom he found standing water on the floor and water gushing from the Toilet Connector. After inspection, Plaintiff Boyland recognized that the plastic coupling nut had cracked discharging the water. As a result of the failed Toilet Connector, molding had to be removed and holes drilled in the bathrooms,

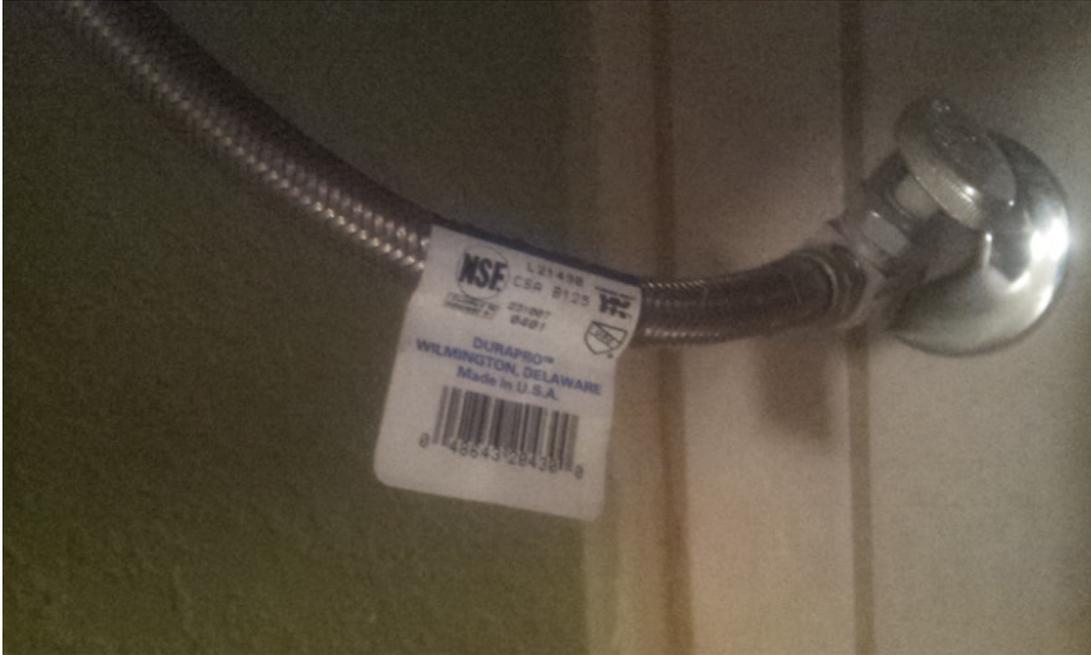
closets, main hall kitchen, and bedroom walls. Fans and dehumidifiers were used to dry the walls and carpets. Mr. and Mrs. Boyland had to spend two nights in a relatives' double-wide to escape the noise. Plaintiff suffered out-of-pocket damages of at least \$4,000.

23. Plaintiff Boyland's failed DuraPro Toilet Connector is pictured below:



24. Plaintiff, **Kathy Dutton**, is an adult citizen and resident of Glendale, Arizona. On July 9, 2015, Plaintiff Dutton's husband was at home working in their garage when he entered the home from the garage and noticed water seeping out from the side of their home. When he entered the master bathroom he found standing water on the floor and water gushing from the Toilet Connector. After inspection, Plaintiff Dutton's husband recognized that the plastic coupling nut had cracked discharging the water. Plaintiff Dutton arrived home while her husband was removing furniture and electronics from their house to avoid water damage. Plaintiff suffered out-of-pocket damages of at least \$1,152. Plaintiff's insurance company also informed her that it would not cover the cost to fix the damage to the master bathroom flooring, for which she is currently soliciting quotes. Plaintiff is also still receiving quotes to replace personal property that was damaged due the defective Toilet Connector.

25. Plaintiff Dutton's failed DuraPro Toilet Connector is pictured below:



**Defendant:**

26. Defendant, Interline Brands, Inc. is a New Jersey corporation with its principal place of business in Jacksonville, Florida. Interline is a publicly traded (NYSE: IBI), \$1.6 billion direct marketer and distributor of broad line of hardware, plumbing and heating equipment for use by facilities, professional contractors, and hardware retailers. Interline does not manufacture products, but instead uses third-party manufacturers largely in China to provide its products. Interline has a distribution network that is comprised of 68 distribution centers throughout the United States and Canada.

27. During the relevant period (2002-2013), Interline used its facility in Nashville, Tennessee to receive direct shipments of the defective Toilet Connectors from China. Interline then distributed the defective connectors from Nashville throughout Tennessee and the United States, generally.

## INTERLINE'S WRONGFUL CONDUCT

### A. INTERLINE'S TOILET CONNECTORS

28. Interline sells an exclusive brand of plumbing products under the trademark, DuraPro tubular products. Interline's DuraPro line includes Toilet Connectors with plastic coupling nuts. Interline's specific intention and purpose is that these Toilet Connectors be installed by builders, plumbers, and consumers in homes, commercial properties, and other dwellings throughout the United States. In so doing, Interline represented that the DuraPro Toilet Connectors were safe, of merchantable quality, and fit for their intended and reasonably foreseeable uses.

29. Prior to the introduction of these flexible Toilet Connectors, generally, the connection between a water shut-off valve and a toilet had required a hard pipe connection. A section of rigid metal tubing would be cut to the appropriate length with metal coupling assemblies on both ends of the tubing to connect the property's water shut-off valve to the toilet.

30. Flexible Toilet Connectors eliminated the need for the customized cut necessary to fasten rigid metal tubing between the shut-off valve and toilet. Toilet Connectors are manufactured in a variety of lengths (12" – 20") and made available for sale, at large, to builders, plumbers, commercial property managers, and consumers at hardware stores and retail chains for prices ranging from \$5 to \$15 per unit.

31. As detailed below, Interline had specific knowledge of the defects associated with the Chinese made DuraPro Toilet Connectors, but failed to publicly disclose that they were unsafe and posed a substantial risk of failure resulting in catastrophic water damage to property.

**B. INTERLINE PURCHASES SUB-STANDARD TOILET CONNECTORS FROM CHINA**

32. Interline began distributing Toilet Connectors in the United States in and around 1993. Prior to 2002, Interline purchased Toilet Connectors made in the United States. In 2002, for cost reasons, Interline began sourcing its DuraPro Toilet Connectors from China.

33. In order to do so, initially, Interline enlisted the assistance of Linx, Ltd (“Linx”). Linx is based in Rhode Island and markets plumbing products to distributors like Interline. Linx operated a shipping and receiving facility in Shanghai, China for exporting Chinese-made products to the United States.

34. Pursuant to a “supply partnership agreement” between Linx and Interline, Linx procured a Chinese manufacturer to supply Interline with inexpensive Toilet Connectors for resale in the United States.

35. Linx purchased the defective Toilet Connectors in China on Interline’s behalf, and then used Linx’s Shanghai facility to ship the Toilet Connectors to Interline’s national distribution center in Nashville, Tennessee. From this facility, and others, Interline distributed the Toilet Connectors across the United States.

36. By its own admission, Interline did *not* do any testing on the Chinese-made Toilet Connectors Linx procured prior to distributing them in the United States. During a deposition, Interline’s corporate designee, Joseph Cangelosi, III (Interline’s Quality Assurance Manager), testified on February 6, 2013, as follows:

Q. Before deciding to acquire and distribute the DuraPro brand [toilet connectors from China via Linx], did you or anybody at Interline ask to see the design drawings and schematics for the [toilet connectors]?

A. **No.**

Q. And I am going to assume [Interline] didn't do any torque tests of the coupling nuts.

A. **No, that's correct, we did not.**

37. Linx and Interline ended their relationship in 2005 after Linx's Chinese supplier refused to sell Linx any more Toilet Connectors.

38. Afterward, in August 2005, Interline entered into an "Import Partnership Agreement" with MTD (USA) Corp. ("MTD"). MTD is a plumbing product company located in Hangzhou, China. Much like Linx, MTD procured Chinese made Toilet Connectors for Interline with plastic coupling nuts made from the same materials as those procured by Linx.

39. Interline supplied MTD with a design drawing for the Toilet Connector. Afterward MTD manufactured samples, which were approved by Interline for distribution in the United States. The Import Partnership Agreement between Interline and MTD, Section 6.1 reads as follows: "Prior to the first shipment, [MTD] must provide for [Interline] review and approval, written material specifications, including engineering drawings as requested by [Interline] for all products sold to [Interline]." Similarly, Section 6.2 of the Import Partnership Agreement provides that "[p]rior to the first shipment [of Toilet Connectors], [MTD] must provide in writing a description of its quality control procedures, including all subcontractor inspection protocols to [Interline] for review and approval."

40. Indeed, in a 2007 email, the Chinese manufacturers confirmed: "[W]e made the connector according to [Interline's] drawing, and all the samples were confirmed before the business."<sup>2</sup>

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<sup>2</sup> See Dec. 11, 2007, email attached as Exhibit B.

41. Until 2013, MTD obtained the Toilet Connectors for Interline from Chinese manufacturer Zhejiang Dingbo Plumbing Manufacturing Co., Ltd., located in Wenzhov City, China. Importantly, Interline admittedly had no formal audit process to inspect the Dingbo facility to confirm it was producing quality products.

42. In 2013, MTD stopped selling the Toilet Connectors to Interline because it had grown weary of having to continue to indemnify Interline for property damage claims related to the repeated failure of the Toilet Connectors' plastic coupling nut.

43. Interline has known about the defects with these Durapro Toilet Connectors for years. In an October 10, 2007, email Interline's Quality Manager, Joe Cangelosi wrote "*investigate as soon as possible, re-designing the plastic ballcock nuts with more robust design...*"<sup>3</sup>

44. In a November 6, 2007, email Cangelosi followed-up with MTD stating, "[Interline] continue[s] to receive complaints about failing plastic ballcock nuts...[C]an you please provide a status for my request to upgrade the plastic ball cock nut design?" In response, the Chinese supplier responded to Mr. Cangelosi, "*[a]s for the design problem, we corrected it in Jan[uary]. Now the problem occurs only from the old inventory.* Thanks!"<sup>4</sup>

45. During a deposition on May 13, 2014, Mr. Cangelosi discussed Interline's failure to act on the information it had regarding the plastic coupling nut defects:

**Q.** Was a recall instituted for those [defective] DuraPro...tank connector nuts that were already out in the field?

**A.** **No, sir.**

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<sup>3</sup> Exhibit A.

<sup>4</sup> *Id.*

**Q.** Was any warning issued to any of the customers to whom Interline Brands, Inc., sold the DuraPro...tank connectors about this [design] change?

**A.** No, sir.<sup>5</sup>

46. Due to the inherent, uniform defects, the Toilet Connector's plastic coupling nut continues to suffer a circumferential fracture at its base (as depicted in the pictures above and the exemplars pictured below) allowing pressurized water to flow unabated causing flood and water damage.



47. These repeated spontaneous circumferential fractures are the direct result of the inferior design and materials used for the Toilet Connector which led to a uniform defect in all Toilet Connectors. The Toilet Connector's plastic coupling nut failed to adhere to the most basic

<sup>5</sup> *National Surety Corp., v. Interline Brands, Inc.*, No. 13-cv-06461-KM-MCA (D. N.J.)(Depo. Tr., Cangelosi, 5/13/14, 116-117:21-4).

design standards in the plastics industry.

**C. THE DEFECTS WITH INTERLINE'S TOILET CONNECTORS**

**1. The Material Selection and Design Create High Localized Stress Resident In the Coupling Nut**

48. When using plastics to manufacture and design parts, the plastics industry recognizes that perhaps the most important set of decisions involves the specification of the material. Selection of an appropriate plastic material is vital in product development since the properties of plastic are closely tied not only to the product design but also the process optimization.

49. The Chinese-made Toilet Connectors used the plastic material– “acetal” or “POM” - for the coupling. Acetal, also known as POM, is widely accepted as a “notch sensitive” polymer that is prone to failure due to stress concentration. “Notch sensitivity” is commonly understood to mean the extent to which a material’s sensitivity to fracture is increased by the presence of stress inside the part.

50. The selection of a “notch sensitive” polymer for the coupling nuts is compounded because the Chinese-designed plastic coupling nuts contain internal sharp transition points - or notches - that concentrate stress following routine installation.

51. On or around December 3, 2007, Chen Zheng, an employee at the Chinese manufacturer, emailed Jeffery Liu at Interline, noting “The problem [with the coupling nut is] caused by POM and NBR, which is shown on [Interline’s] drawing.”<sup>6</sup> POM is the acetal used to manufacture the coupling nut and NBR is a rubber used for the internal cone washer inside the coupling nut.

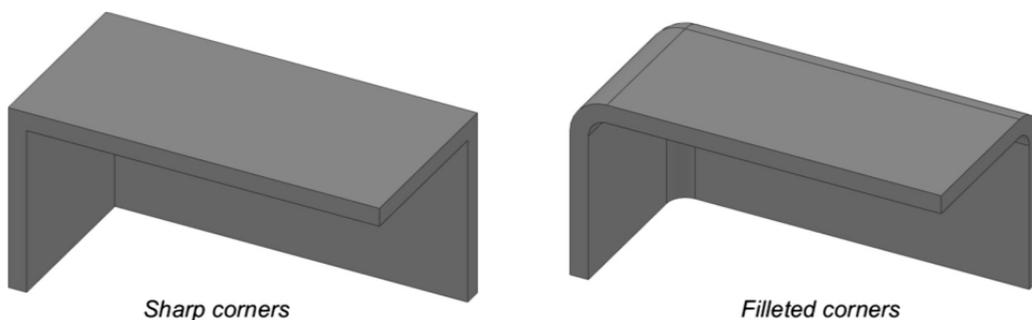
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<sup>6</sup> See Exhibit B.

52. In an October 10, 2007, email Cangelosi describes a recent failure of a plastic coupling nut, noting “that the [plastic] material simply yielded under the vertical load compression” during routine use. Cangelosi confirmed that the nut “does not show any tool marks” indicating the load compression generated by hand tightening caused the material to yield and fracture.<sup>7</sup>

53. It is a basic understanding in the plastic industry that sharp corners are to be avoided when designing with plastic. Filleting the corners (or rounding) is a recurring rule in plastic product design; but, it is often avoided for cost reasons or simply overlooked. Avoiding sharp corners is important for avoiding stress concentrators. A sharp corner augments localized stresses and creates a preferential site for crack initiation by multiplying stresses where cracking can more easily occur.

54. Sharp corners are the principal cause of plastic part failure. Concordantly, when molding plastics, corners should be rounded to reduce stress – compare in the diagram below.



55. Additionally, the use of a uniform thickness throughout the plastic part design provides strength and other product quality attributes.

56. Ultimately, Interline’s plastic coupling nuts suffer from defects, including the material selection (acetal, POM) combined with the use of a dense, rubber cone washer that does

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<sup>7</sup> October 10, 2007 email attached as [Exhibit C](#).

not relax under load, internal sharp transition points cut into the plastic material, and inadequate wall thickness. In combination, these defects cause the plastic nuts to fracture in near uniform fashion after routine installation.

**2. High Stress Creates Crazing and Creep Leading To Failure Over Time**

57. “Creep” is an engineering term used to describe the continued deformation or extension of a plastic component that is under a continuous load. Most people have seen examples of creep in their everyday lives, through plastic fence gates that sag over time due to creep of the hinge material, plastic washers that permanently flatten and change shape over time under compression loads, or polymer ropes that stretch over time when used to support heavy objects. Creep occurs in all engineering materials, including metals, plastics, and ceramics; however, plastics respond to long term loads differently than metals or ceramics.

58. Under stress, polymer molecules in plastics seek to relieve stress, or relax. If the stresses are small and a plastic component is exposed to stress for only a short period of time, the component will deflect and rebound without suffering any long term damage.

59. If, however, stresses are sufficiently large (e.g., tightening or torquing to avoid water leaks) and long term stresses exist (e.g., constant pressure resulting from tightening and compression from rubber washer), the plastic molecules inside a plastic part will creep in an effort to relieve stress and relax. Over time, and with constant pressure, the plastic material will microscopically experience “crazing.”

60. “Crazing” or crazes are like fine, thin, tiny types of cracks that extend in a plastic part on or under the surface. Crazes are initiated when the external stretch of the plastic material causes a microscopic void to open up at a stress concentration point created by a notch in the material.

61. After the void is opened, the microscopic void will spread in a plane perpendicular to the highest principal stress. When the component's design can no longer withstand the constant pressure – and achieve sufficient relaxation – the crazing will transition to a crack and failure occurs. This type of failure is termed “creep rupture.”

62. Creep is so fundamentally relevant to plastic product design that the creep behavior of materials is taught in the most basic engineering courses dealing with materials science, failure analysis, fracture mechanics, polymer physics and product design.

63. As discussed above, the Interline plastic coupling nuts, through the combination of material selection, sharp corners, and inadequate wall thickness, created internal localized stress imparting significant localized stress into the surrounding polymer material. These flaws invariably lead to crazing in the plastic coupling nut as the plastic seeks to relax under the load.

64. Since the stress applied to the nut remains essentially constant during its attachment to the underside of the toilet (due to the compression of the rubber cone washer), the existing microscopic crazes continue to grow and new crazes continue to form in a perpendicular plane as the part seeks to relax. As the crazes progressively link in the perpendicular plane, the plastic will yield (as described by Cangelosi)<sup>8</sup> and a circumferential crack is formed within the wall of the nut.

65. Once the crack in the sidewall forms, the remaining material then experiences instantaneous fracture, and water begins to spray from the fractured nut. Often, the fractured nut completely separates into two pieces as seen below. These defects could have been easily avoided.

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<sup>8</sup> See Exhibit C



**D. INTERLINE FAILED TO ENSURE THAT THE TOILET CONNECTORS HAD INSTALLATION INSTRUCTIONS AND WARNINGS**

66. Interline, in placing the DuraPro Toilet Connectors into the stream of commerce, had a duty to provide instructions for safe installation, together with warnings against over stressing and the possibility of the plastic coupling nut's failure.

67. As pictured below, the label supplied with Interline's Toilet Connectors contain **no** installation instructions or warnings, whatsoever. The installer, with the fear of leaking water, is free to tighten the coupling nut as much as possible without the understanding or warning that doing so will increase the stress in the part, leading to creep and ultimate failure.



68. Additionally, not uncommonly, installers will apply a tool to the plastic coupling (e.g., wrench) to gain additional grip in securing the nut to the toilet's base. The use of a tool exacerbates the high level of stress created inside the plastic coupling nut and almost certainly guarantees failure due to creep rupture.

69. Not only did Interline fail to provide any installation instructions, the label also fails to provide any warnings about applying too much torque to the coupling nut. The label does not warn about: the specific nature of the risks (i.e., spontaneous fracture), gravity of the risks (i.e., flooding) and how to avoid those risks (i.e., replacement after a reasonable useful life).

70. Without proper instruction or warning about spontaneous fracture, Plaintiffs and the Class members were left on their own to determine whether, or when, the Toilet Connector should be replaced while affixed to a toilet.

71. Interline failed to include any mention or reference to the warranty life of the Toilet Connector. Without reference to a warranty, it is a reasonable expectation that the life expectancy of a properly designed Toilet Connector will equal or surpass that of the toilet, unless informed or warned otherwise.

72. Interline with full knowledge of the repeated failures of the Toilet Connectors has abused its access to information and superior knowledge of the defects associated with the Toilet Connector's plastic coupling. Interline exploited Plaintiffs' and the Classes' ignorance of these defects and the likelihood that the Toilet Connector will fail, resulting in substantial property damage.

#### **E. PLAINTIFFS AND THE CLASSES HAVE BEEN DAMAGED**

73. Plaintiffs and the Class members have suffered actual harm as a result of Interline's actions because the Toilet Connectors in their homes contain latent defects that caused

them to fracture resulting in water leaks and property damage.

74. The injuries sustained by Plaintiffs and the Classes flow from the common facts surrounding Interline's misconduct, including: (1) that the Toilet Connector had defects that lead to spontaneous fracture of the plastic coupling; (2) that the Toilet Connectors were defective for their intended use at the time of sale; (3) that Defendant did not provide adequate instruction for installation or warnings urging periodic replacement; and (4) that Defendant, despite knowing about the Toilet Connectors' defects, failed to provide any public notice or warning about the defective coupling nut design or institute a recall to repair or replace the defective Toilet Connectors.

75. The damages suffered by Plaintiffs and the Classes include, without limitation, amounts paid for the defective Toilet Connectors; amounts paid to remediate property damage caused by flooding; together with the cost to replace the defective Toilet Connectors, as well as incidental and consequential damages.

**F. ACTIVE CONCEALMENT / EQUITABLE TOLLING**

76. The inherent defects in the plastic coupling nuts are not perceptible to Plaintiff or other Class members until the coupling nut ultimately fractures and causes water leaks and property damage. Even after water begins leaking into the property, homeowners cannot determine the nature of the defect without expert assistance.

77. Because of the facts alleged in the preceding paragraphs, Plaintiff and Class members did not become aware of the defects with the Toilet Connectors until they suffered damages from its failure.

78. In addition, Interline is estopped to plead the statute of limitations because it failed to disclose facts it was obligated to disclose concerning defects in the Toilet Connectors,

actively concealed and misrepresented to Plaintiff and the Classes facts which were essential to understanding that Plaintiff and the Classes had claims against Interline and otherwise acted so as to prevent Plaintiff and the Classes from learning that they possessed claims against Interline. Had Plaintiff and the Classes been aware of the facts which Interline concealed, they would have commenced suit before the running of any statute of limitations alleged to be applicable to this case.

### **CLASS ACTION ALLEGATIONS**

79. Plaintiffs bring all their claims as class claims pursuant to Fed. R. Civ. P. 23. The requirements of Fed. R. Civ. P. 23(a), (b)(2), and (b)(3) are met with respect to the Classes defined below.

80. A Rule 23(b)(2) Class is appropriate when the defendant “has acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole.” Fed. R. Civ. P. 23(b)(2).

81. Declaratory relief is intended to minimize “the danger of avoidable loss and unnecessary accrual of damages.” 10B Charles Alan Wright, Arthur R. Miller & Mary Kay Kane, *Federal Practice and Procedure* § 2751 (3d ed. 1998).

82. Interline’s failure to warn or acknowledge that their Toilet Connector with a plastic coupling nut contains latent defects that cause fracture resulting in extensive property damage makes equitable relief with respect to a Rule 23(b)(2) class appropriate.

83. The Rule 23(b)(2) “Equitable Relief Class” is initially defined as follows:

All persons in the United States who (i) purchased Defendant’s Toilet Connector and/or (ii) own or reside in a structure that contains the Toilet Connector.

84. Plaintiffs also propose a Rule 23(b)(3) “Nationwide Damages Class” initially defined as follows:

All persons in the United States who (i) purchased Defendant’s Toilet Connector and/or (ii) own or reside in a structure where Defendant’s Toilet Connector plastic coupling nut failed and caused damage to property.

85. Alternatively, Plaintiffs propose a Rule 23(b)(3) “State Damages Sub-Class or Classes” initially defined as follows:

All persons in the States of Pennsylvania, Colorado, Texas, and Arizona, who (i) purchased Defendant’s Toilet Connector and/or (ii) own or reside in a structure where Defendant’s Toilet Connector’s coupling nut failed and caused damage to property.

86. Excluded from the Classes are: (i.) Interline, any entities in which Interline has a controlling interest, any of Interline’s parents, subsidiaries, affiliates, officers, directors, employees and members of such person’s immediate families; (ii.) the presiding judge(s) in this case and his immediate family, and (iii.) any Class member who has entered into a binding release for their claim with Interline and/or is barred from bringing a claim due to a judgment entered in a court of law pursuant to the doctrines of res judicata and/or collateral estoppel, as well as (iv.) any Toilet Connectors Interline purchased from Watts Anderson-Barrows, located in Palmdale, California, as those Toilet Connectors are subject to a Release in the class action settlement *Trabakoolas v. Watts Water Technologies, Inc.*, Case No. 12-cv-01172 (N.D. Cal.).

87. The Classes expressly disclaim any recovery for physical injury caused by a Toilet Connector’s coupling nut failure.

**RULE 23(a), (b)(2), and (b)(3) CRITERIA:**

88. Numerosity: Plaintiffs are informed and believe that, between 2002 and 2013, Defendant sold approximately eleven million defective Toilet Connectors throughout the United States. Additionally, Plaintiffs believe, and therefore aver, that the Toilet Connectors have failed

thousands of times throughout the United States resulting in damages. Accordingly, the Classes consist of hundreds, if not thousands of persons, making individual joinder of all the Class members impracticable. The Classes can be readily identified; Interline's Toilet Connectors can be identified by unique markings on the Toilet Connector itself, together with the labeling affixed to each connector.

89. Commonality: Questions of law and fact are common to the Plaintiffs and the Classes, and predominate over questions affecting only individual members, including, *inter alia*, the following:

- (a) Whether Interline's Toilet Connectors are defective;
- (b) Whether the Toilet Connector label provides adequate instruction for its installation, useful life, and warranty, as well as adequate warnings regarding its propensity to fail;
- (c) Whether Interline owed a duty to warn about the Toilet Connectors' defects;
- (d) Whether Interline continued to sell the defective Toilet Connector after remediating its design; and
- (e) Whether Plaintiff and the members of the Damages Classes are entitled to damages.

90. Typicality: Plaintiffs' claims are typical of the claims of the Classes described above, and arise from the same course of conduct. The relief Plaintiffs seek is typical of the relief sought for the absent Class members.

91. Adequacy: Plaintiffs will fairly and adequately represent and protect the interests of all absent Class members. Plaintiffs are represented by counsel competent and experienced in consumer protection, products liability, and class action litigation.

92. The Prerequisites of Rule 23(b)(2) are Satisfied for an Equitable Relief Class:

The prerequisites to maintaining a class action for equitable relief pursuant to Fed. R. Civ. P. 23(b)(2) exist as Interline has acted or refused to act on grounds generally applicable to the Class thereby making equitable relief appropriate with respect to the Class as a whole. The central issues of whether the Toilet Connectors are defective, and whether the installation instructions are inadequate, are the same for all class members. There is an economy to class treatment of these central questions because their resolution has the potential to eliminate the need for continued and repeated litigation across the country related to the Toilet Connector's alleged defects and the reasons for its repeated failure.

93. The Prerequisites of Rule 23(b)(3), Predominance and Superiority, are Satisfied for the Damages Classes: Plaintiffs, the Nationwide Damages Class, and the State Damages Subclasses have all suffered damages as a result of Interline's defective Toilet Connectors. A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Class treatment of common questions of law and fact is superior to multiple individual actions or piecemeal litigation. Moreover, absent a class action, most Class members would likely find the cost of litigating their claims prohibitively high and would therefore have no effective remedy at law.

94. The prosecution of separate actions by the individual Class members would create a risk of inconsistent or varying adjudications with respect to individual Class members, which would establish incompatible standards of conduct for Interline. In contrast, the conduct of this action as a class action presents far fewer management difficulties, conserves judicial resources and the parties' resources, and protects the rights of each Class member.

95. Interline's actions are generally applicable to the Classes as a whole, and Plaintiffs seek, *inter alia*, equitable remedies on behalf of a (b)(2) class and damages on behalf of (b)(3) classes.

## **CAUSES OF ACTION**

### **FIRST CAUSE OF ACTION**

#### **Strict Liability-Design Defect and Failure to Warn On Behalf of a Rule 23(b)(3) Damages Class or alternatively, on behalf of the State Damages Classes**

96. Paragraphs 1-91 are incorporated by reference as though fully set forth herein.

97. Interline sold and/or distributed defective Toilet Connectors with plastic coupling nuts to Plaintiff and the putative Classes.

98. The Toilet Connectors were defective when they left Interline's control and were placed into the stream of commerce.

99. Interline knew, or should have known, that the Toilet Connectors contained a non-obvious danger in their material. Interline knew the plastic coupling nut was highly susceptible to failure under expected installation conditions, and that consumers would not replace their Toilet Connectors without an instruction to do so.

100. Interline failed to inform Plaintiffs and the members of the Classes as to the Toilet Connectors' susceptibility to failure and warn Plaintiffs and the members of the Classes to replace the Toilet Connectors periodically.

101. The Toilet Connectors sold and/or distributed by Interline were defective due to inadequate warnings and inadequate inspection and testing, and inadequate reporting regarding the results of quality-control testing and safety inspections, or lack thereof.

102. Had Plaintiffs and the members of the Classes been adequately warned about the likelihood that the Toilet Connectors would fail, they would have taken steps to avoid damages by replacing the Toilet Connectors.

103. As a direct and proximate result of the defective condition of the Toilet Connector sold and/or distributed by Interline, Plaintiffs and other members of the Classes have been injured, including water damage to their personal property.

**SECOND CAUSE OF ACTION**

**Declaratory Judgment Act, 28 U.S.C. §2201, *et seq.***

**On behalf of the Rule 23(b)(2) Equitable Relief Class**

104. Paragraphs 1-91 are incorporated by reference as though fully set forth herein.

105. Declaratory relief is intended to minimize “the danger of avoidable loss and unnecessary accrual of damages.” 10B Charles Alan Wright, Arthur R. Miller & Mary Kay Kane, *Federal Practice and Procedure* § 2751 (3d ed. 1998).

106. There is an actual controversy between Interline and Plaintiffs concerning: (1) whether the Toilet Connectors have a defective condition that leads to fracture of the plastic coupling nut; (2) whether Interline knew, or should have known, of this defective condition; (3) whether the instructions provided by Interline for installation of the Toilet Connector were inadequate; and (4) whether the Interline failed to warn against over-tightening the plastic coupling nut.

107. Pursuant to 28 U.S.C. § 2201 this Court may “declare the rights and legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought.”

108. Despite the repeated failures, Interline has refused to acknowledge that the Toilet Connector with plastic coupling nut is defective and the installation instructions fail to provide

adequate direction to safely and properly install the coupling nut to avoid it failing and causing property damage.

109. Accordingly, because of Interline's failure to act, Plaintiffs seek a declaration that the Defendant's Toilet Connectors with plastic coupling nut are defective in their workmanship, material and labeling. These defects will cause the plastic coupling to fracture resulting in water damage to property. The defective nature of the plastic coupling nut is material and requires disclosure to all persons who reside in a structure that contains Interline's defective Toilet Connectors with plastic coupling.

110. The equitable relief requested herein will generate common answers that will settle the controversy related to the alleged defective Toilet Connector with plastic coupling nut and the reasons for its repeated failure. There is an economy to resolving these issues as they have the potential to eliminate the need for continued and repeated litigation.

**THIRD CAUSE OF ACTION**  
**Violations of the Florida Deceptive and Unfair Trade Practices Act,**  
**Florida Statutes §§501.201, *et seq.***  
**On Behalf of the Nationwide Rule 23(b)(3) Damages Class**

111. Paragraphs 1-91 are incorporated by reference as though fully set forth herein.

112. The Florida Deceptive and Unfair Trade Practices Act ("FDUTPA") is designed to protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce. Fla. Stat. § 501.202(2).

113. A deceptive act under the FDUTPA is one that is likely to mislead consumers; an unfair act is one that offends established public policy and one that is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers. The question presented by

FDUTPA is whether the practice was likely to deceive a consumer acting reasonably in the same circumstances.

114. Defendant's conduct in distributing, marketing and/or selling their Toilet Connectors that it knew was defective and that could—and likely would— spontaneously fail constitutes an unfair act in connection with Defendant's trade or commerce in connection with a consumer transaction. Plaintiffs, all consumers, were not in a position to otherwise know that Defendant's Toilet Connectors possessed a latent defect, which Defendant knowingly remediated.

115. Absent and but for the Defendant's unfair acts and practices, Plaintiffs and the Class members would not have purchased Defendant's Toilet Connectors and/or suffered damage as the result of their failure.

116. Plaintiffs and Class members have been injured and have suffered damages and a loss of money as the result of receiving Defendant's Toilet Connectors that were not in the condition or did not possess the qualities of the products they should have received from Defendant but for Defendant's unfair acts and/or practices.

117. Per Defendant's admissions in this litigation, all of the offending conduct occurred predominantly or exclusively in Florida, including decisions regarding product sourcing and labeling decisions. (Dkt. No. 76 at 1). Therefore, application of the FDUTPA to persons nationwide is appropriate.

**FOURTH CAUSE OF ACTION**  
**Violation of the Colorado Consumer Protection Act**  
**C.R.S. §6-1-101, *et seq.***  
**On behalf of a Colorado State Rule 23(b)(3) Damages Class**

118. Paragraphs 1-91 are incorporated by reference as though fully set forth herein.

119. The Colorado Consumer Protection Act (“CCPA”) permits a civil action for any claim against any person who has engaged in or caused another to engage in any deceptive trade practice. An action shall be available to any person who: (a) is an actual or potential consumer of the defendant's goods, services, or property and is injured as a result of such deceptive trade practice...” C.R.S. 6-1-113.

120. Defendant violated the CCPA by failing to clearly and conspicuously disclose the nature and extent of the toilet connector’s limited warranty, as well as material conditions or limitations in the guarantee. C.R.S. §6-1-105(r).

121. Defendant provides a generic written warranty in its catalogs that purportedly limits its liability to the purchaser (retailer, plumber, etc), not the end user (property owner), and only for a period of one year from the date of purchase from Interline. These terms are inconspicuous to the consumer on whose property the Toilet Connector is ultimately installed.

122. Defendant further violated the CCPA by failing to disclose material information concerning the Toilet Connectors which information was known to Defendant at the time of sale and Defendant’s failure to disclose such information was intended to induce the consumer to purchase and/or pay for the toilet connector. C.R.S. § 6-1-105(u).

123. Had Defendant disclosed its knowledge about the defects with the Toilet Connectors, none of the Plaintiffs would have purchased them and/or otherwise left them installed in their homes.

124. As a direct and proximate result of Defendant's violations of the CCPA, Plaintiffs have suffered damages, including out-of-pocket losses related to their payments to acquire the Toilet Connectors, as well as the damages to their property caused by the Toilet Connector's defects.

125. Plaintiffs demand all available damages under the CCPA, including attorneys' fees and costs of suit.

**FIFTH CAUSE OF ACTION**

**Unjust Enrichment**

**On Behalf of a Nationwide Rule 23(b)(3) Damages Class or alternatively,  
on behalf of the State Damages Classes**

126. Paragraphs 1-91 are incorporated by reference as though fully set forth herein.

127. Plaintiffs and the members of the Classes conferred an economic benefit on Interline by their payment for the Toilet Connectors, because Interline received money for the Toilet Connectors even if it was not the actual end-seller.

128. Interline appreciated, accepted, and retained this economic benefit to the detriment of Plaintiffs and the members of the Classes.

129. Allowing Interline to retain the economic benefit it received from the Toilet Connector sales would be inequitable to Plaintiffs and the members of the Classes because of the wrongful conduct alleged herein. Interline's retention of the economic benefit it received violates the fundamental principles of justice, equity and good conscience, because Interline knowingly sold Plaintiffs and the Class members a defective product.

130. As a result, Plaintiffs seek an Order requiring Interline to disgorge all of the profits, benefits, and other compensation it obtained from the members of the Classes as a result of its wrongful conduct.

**SIXTH CAUSE OF ACTION**  
**Violation of Magnuson-Moss Consumer Products Warranties Act,**  
**15 U.S.C. § 2301, et seq. (“MMWA”)**  
**On Behalf of a Rule 23(b)(3) Damages Class or alternatively,**  
**on behalf of the State Damages Classes**

131. Paragraphs 1-91 is incorporated by reference as though fully set forth herein.

132. The MMWA provides a private right of action by purchasers of consumer products against manufacturers or retailers who, *inter alia*, fail to comply with the terms of an implied or written warranty. 15 U.S.C. § 2310(d)(1).

133. Interline has failed to comply with its implied warranties with regard to the Toilet Connectors that it sold.

134. The Toilet Connectors are consumer products, as that term is defined in 15 U.S.C. § 2301(a).

135. Defendant is a warrantor, as that term is defined in 15 U.S.C. § 2301(5).

136. Plaintiffs and each member of the Classes are consumers, as that term is defined in 15 U.S.C. § 2301(3).

137. The MMWA provides a cause of action for breach of warranty or other violations of the Act. 15 U.S.C. § 2310(d)(1). Interline has breached its implied warranty of merchantability, which it cannot disclaim under the MMWA, 15 U.S.C. § 2308(a)(1), by failing to provide merchantable goods. Plaintiffs have suffered damages as a result of Interline’s breaches of implied warranties as set forth herein; thus, this action lies. 15 U.S.C. § 2310(d)(1)-(2).

138. The Plaintiffs provided Interline written notice of the breach of warranty claims that are raised herein and afforded a reasonable opportunity to cure, but Interline never cured its breach which is common to other members of the Class. Because this is a class action, once

Plaintiffs' representative capacity is determined, notice and opportunity to cure on behalf of the Class – through Plaintiffs – can again be provided under 15 U.S.C. § 2310(e).

139. Interline provides a generic written warranty terms in its catalogs that purportedly limit Interline's liability to the purchaser (retailer, plumber, etc), not the end user (property owner) and only for a period of one year from the date of purchase from Interline. These terms are inconspicuous to the consumer on whose property the Toilet Connector is ultimately installed, and that lack of conspicuousness violates the MMWA. 15 U.S.C. § 2302(a).

140. Due to failures and omissions on Interlines' part, Plaintiffs did not receive or otherwise have the opportunity to review the written warranty document. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to the full panoply of remedies available under MMWA and Article 2 of the Uniform Commercial Code as adopted by the states and the District of Columbia.

141. Interline's acts and omissions in violation of the MMWA are “[u]nfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce,” and they are unlawful. 15 U.S.C. § 2310(b); 15 U.S.C. § 45(a)(1).

142. Plaintiffs have suffered, and are entitled to recover, damages as a result of Interline's breaches of warranty and violations of the MMWA.

143. Additionally, or in the alternative, the MMWA provides for “other legal and equitable” relief where there has been a breach of warranty or failure to abide by other obligations imposed by the MMWA. 15 U.S.C. § 2310(d)(1). Plaintiffs and the Equitable Relief Class seek declaratory relief relating to the existence of the defects alleged herein.

144. Plaintiffs also seek an award of costs and expenses, including attorneys' fees, under the MMWA to prevailing consumers in connection with the commencement and

prosecution of this action. 15 U.S.C. § 2310(d)(2). Plaintiffs and the prospective Class intend to seek such an award, including expert witness costs and other recoverable costs, as prevailing consumers at the conclusion of this lawsuit.

**SEVENTH CAUSE OF ACTION**  
**Breach of Implied Warranty of Merchantability**  
**On Behalf of a Rule 23(b)(3) Damages Class or alternatively,**  
**on behalf of State Damages Classes**

145. Plaintiffs hereby incorporate by reference the allegations contained in paragraphs 1-91 of this Complaint.

146. Interline is a merchant who sold and distributed Toilet Connectors for use in residential and commercial property throughout the United States.

147. By so doing, Interline impliedly warranted to Plaintiffs and members of the Classes that the Toilet Connectors were free of defects, and were merchantable and fit for the ordinary purpose for which such goods are used, including for residential use.

148. As alleged herein, Interline's sales of Toilet Connectors breached the implied warranty of merchantability because they were latently defective, causing the Toilet Connectors to fracture and fail. The Toilet Connectors were and are therefore defective, not merchantable, and unfit for the ordinary, intended purpose at the time of sale.

149. Any contractual language contained in Interline's written warranty that attempts to limit remedies under the implied warranty of merchantability is unconscionable, fails to conform to the requirements for limiting remedies under applicable law, causes the warranty to fail of its essential purpose, and is, thus, unconscionable, unenforceable and/or void.

150. The Breach of Implied Warranty of Merchantability laws in the following states do not differ, or differ in an immaterial way, from the laws of Pennsylvania, Colorado, and

Texas, the states in which three of the named Plaintiffs reside and the locus of her harm and losses, and New Jersey, the state in which Interline is incorporated: Alaska, Arkansas, California, Delaware, District of Columbia, Hawaii, Indiana, Kansas, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North Dakota, Oklahoma, Rhode Island, South Carolina, South Dakota, Utah, Virginia, Washington, West Virginia, and Wyoming. Thus, this claim is likewise asserted on behalf of residents of these states.

151. As a direct and proximate result of the breach of said warranty, Plaintiffs and the members of the Classes suffered and will continue to suffer losses as alleged herein in an amount to be determined at trial, including full refunds or the replacement of the defective Toilet Connectors with non-defective material of at least the quality and grade marketed and promised, as well as the cost to remove and replace the defective Toilet Connectors.

152. Additionally, or in the alternative, Plaintiffs and the Equitable Relief Class seek declaratory relief relating to the defect alleged herein and its coverage under the available implied warranties.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs, individually and on behalf all others similarly situated, respectfully request that this Court enter a judgment against Interline and in favor of Plaintiffs, and grant the following relief:

A. Determine that this action may be maintained as a Class Action with respect to the Classes identified herein; certify a class action pursuant to both Rule 23(b)(2) and (3) with respect to particular issues if appropriate; and designate and appoint the named Plaintiffs herein and their counsel to serve as Class Representatives and Class Counsel;

B. Grant Plaintiff and the Equitable Relief Class members pursuant to Rule 23(b)(2) declaratory, equitable, and/or injunctive relief and require Interline to stop the unlawful, unfair and deceptive conduct alleged herein and/or notify the Equitable Relief Class members about the Toilet Connector defect at Interline's expense, and to pay for replacements of all the defective Toilet Connectors;

C. Grant Plaintiffs and the Rule 23(b)(3) Classes awards of damages in such amount to be determined at trial or as provided by applicable law;

D. Grant Plaintiffs and the members of the Classes their costs of suit, including reasonable attorneys' fees, and expenses as provided by law; and

E. Grant Plaintiffs and the members of the Classes such other, further, and different relief as the nature of the case may require or as may be determined to be just, equitable, and proper by this Court.

### **JURY TRIAL DEMAND**

Plaintiffs, by their counsel, requests a trial by jury on those causes of actions set forth herein.

Date: July 31, 2015

By: /s/ J. Gerard Stranch, IV

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Seamus T. Kelly, BPR # 32202  
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*Counsel for Plaintiffs and the proposed Classes*

**CERTIFICATE OF SERVICE**

I, J. Gerard Stranch, IV, hereby certify that I caused a copy of the foregoing to be filed electronically via the Court's electronic filing system to the parties listed below. Those attorneys who are registered with the Court's electronic filing system may access these filings through the Court's system, and notice of these filings will be sent to these parties by operation of the Court's electronic filing system.

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*Attorneys for Defendant*

Dated: July 31, 2015

/s/ J. Gerard Stranch, IV  
J. Gerard Stranch, IV

# **EXHIBIT A**

**Document Preview**

Showing 1 of 1 pages

From: Mark Allen Sent: Wednesday, November 07, 2007 5:14 PM To: 'chenzheng\_mtd@hotmail.com'; Joe Cangelosi Subject: Re: MTD Supply Connectors

Chen,

Ok, thanks. Please forward the changes that were made to Joe's attention. Also please pay attention to the new issues described by Jeffery.

Thanks, Mark

-----Original Message-----From: Chen Zheng <chenzheng\_mtd@hotmail.com> To: Mark Allen Sent: Wed Nov 07 18:54:48 2007 Subject: RE: MTD Supply Connectors

Mark,

Thanks.

As for the design problem, we corrected it in Jan already. Now the problem occurs only from the old inventory. Thanks!

Sincerely,

Chen Zheng

From: Mark Allen [mailto:mallen@interlinebrands.com] Sent: 20071117?? 10:32 To: Chen Zheng Cc: Wu Bo; John Ouyang Subject: RE: MTD Supply Connectors

Chen,

IBI 01126

I didn't think so. Please make sure all issues are communicated properly with our China office staff to ensure there are no misunderstandings. If there is a design flaw on the connectors, Dingbo must improve it immediately. We can not afford to have continued failures of these.

Thanks,

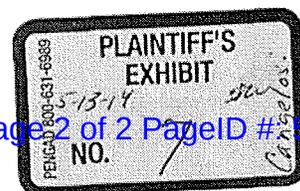
Mark Allen

Global Sourcing Director

Interline Brands

801 W Bay St

Jacksonville, FL 32204



# **EXHIBIT B**

e-mail: <mailto:jcangelosi@interlinebrands.com> jcangelosi@interlinebrands.com

Visit our website at <http://www.interlinebrands.com/> http://www.interlinebrands.com

IBI 01134

From: Joe Cangelosi Sent: Thursday, January 03, 2008 11:58 AM To: Jeffery Liu Cc: Mark Allen; John Ouyang; Eddie Zuo Subject: RE: MTD Supply Connectors

Attachments: FW: MTD Supply Connectors

Jeffery,

Mr. Chen is looking for documents for his insurance carrier for the two current closet connector claims (#143 & #144). I sent you all the paperwork I have for each claim. Can you please process with Chen ASAP.

Please advise.

Thanks! Joe Cangelosi Quality Manager Interline Brands Voice: (904) 899-0138 x4324 Mobile: (904) 497-2690 Fax: (904) 389-7753 e-mail: jcangelosi@interlinebrands.com <mailto:jcangelosi@interlinebrands.com> Visit our website at http://www.interlinebrands.com <http://www.interlinebrands.com>

-----Original Message-----From: Jeffery Liu Sent: Tuesday, December 11, 2007 11:20 PM To: Chen Zheng Cc: Mark Allen; John Ouyang; Joe Cangelosi; Eddie Zuo Subject: ??: MTD Supply Connectors Importance: High

Mr. Chen,

For these \$27,868 USD reimbursements, we have communicated with you for long time. However, everytime your reply was so disappointed that customers had already losted their patience. As you know, without customers, how can we do business with you again??? Please note that customer's claims for these \$27,868 USD reimbursements must be finished at once, we are going to deduct them from the payment of your previous shipments in next few days, which is expected to get your support and understanding again!!!

Thanks,

Jeffery \_\_\_\_\_

???: Chen Zheng [chenzheng\_mtd@hotmail.com] ????: 2007712711? 10:12 ????: Jeffery Liu ??: 'Wu Bo'; Mark Allen ??: RE: MTD Supply Connectors

Jeffery,

IBI 01135

Please note that every part of the connector is made based on your drawing. It is your requirement to start the business. It is not us who designed the drawing. Before the business, we got your drawing and samples approved by you.

It is very important to maintain the good relationship with Interline since you are support us a lot for years. But please note that this year we could hardly make any money at the connectors because of material, RMB, and rebate. We should have made some money if we could increase our price in May. As a response to Ken's policy, we had to keep the price unbelievably low to support you. And actually the containers we shipped after May, which is about 10 containers of connectors, we were losing the money.

Please re-consider it. We have to work together to solve it. Thanks!

Sincerely, Chen Zheng

-----Original Message-----From: Jeffery Liu [mailto:jliu@interlinebrands.com] Sent: 2007712711? 2:21 To: Chen Zheng Cc: Eddie Zuo; John Ouyang; Joe Cangelosi; Mark Allen Subject: ??: MTD Supply Connectors Importance: High

Mr. Chen,

# **EXHIBIT C**

JBI 01132

From: Joe Cangelosi Sent: Wednesday, October 10, 2007 7:40 AM To: Jeffery Liu Cc: Mark Allen; John Ouyang; Eddie Zuo; Jason Pepe Subject: MTD Supply Connectors

Jeffery,

I will be sending a 231271 SS closet connector to you in the next few days. There is a damage claim on this product for what looks to be a total of \$8,135 USD. All physical characteristics indicate this is an MTD connector. In this case the plastic ballcock nut failed, which led to the water damage. The failure was a separation of the upper portion of the nut, where the cap end meets the threaded riser.

In the interim, I would like ask you to do the following...

1. Effective as soon as possible for all future shipments, work with the supplier to have them begin to date code each data tag with the actual production date.

\* This code needs to be printed directly to the data tag. \* This needs to be done by year and week of production. \* This needs to be done for all water connectors (closet and lavatory)- both SS over-braided as well as braided poly.

2. Effective as soon as possible for all future shipments, work with the supplier to have them begin to put a manufacturer's code on each data tag.

\* This code needs to be printed directly to the data tag. \* This can be part of the date code. \* This will allow us to track failures per manufacturer as well help us (and them) make identification should they ever change manufacturers. \* MTD must tell us who the codes are assigned to. \* This needs to be done for all water connectors (closet and lavatory)- both SS over-braided as well as braided poly.

3. Investigate as soon as possible, re-designing the plastic ballcock nuts with a more robust design that will resist over-tightening.

\* When you receive this sample, you will see the failure mode was that the material simply yielded under the vertical load of compression. \* This nuts does not show any tool marks but does show some permanent deformation of the cone washer indicating significant compression. This probably led to a latent stress failure.

4. Investigate as soon as possible, the possibility of modifying the plastic ballcock injection tooling to incorporate a statement to the top of the plastic ballcock nuts that states... "HAND TIGHTEN ONLY".

\* This text needs to be raised, not molded in (sunken). \* Text needs to be radial, bold, block type.

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If you have any questions, please let me know.

And... I understand that there will be costs to implement these modifications. We need to ask MTD and their supplier to pick these costs up. It doesn't take many \$8K claims for these changes to pay for themselves... It's ultimately in their best interest to do this.

Please review and advise.

Thanks!

Joe Cangelosi

Quality Manager

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