

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO**

KATHRYN MEYERS, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

WATTS WATER TECHNOLOGIES,
INC.,

Defendant.

Civil Action No.:

Complaint – Class Action

Jury Trial Demanded

ELECTRONICALLY FILED

Plaintiff Kathryn Meyers (“Plaintiff”), individually and on behalf of all others similarly situated, brings this action against Defendant Watts Water Technologies, Inc. (“Watts” or “Defendant”). In support thereof, Plaintiff alleges as follows based upon personal knowledge as to her own conduct and on information and belief as to the acts of others.

NATURE OF THE ACTION

1. Watts manufactures and markets a line of flexible braided stainless steel water supply lines (the “Supply Lines”). Each line consists of two metal (e.g., brass or other metallic material) coupling nuts, a braided stainless steel outer sheathing covering a thermoplastic rubber inner tubing.¹

2. This lawsuit arises out of damages sustained by Plaintiff and the Class that were proximately caused by Watts’ defective Supply Lines, which were used in Class members’ homes and other structures.

3. Plaintiff brings this class action against Watts on behalf of herself and all individuals and entities that own or have owned Supply Lines or who own or have owned homes

¹ This matter specifically excludes Watts toilet connector supply lines, which typically consist of a braided steel line, inner tubing, one plastic (or acetyl) coupling nut, and one metal coupling nut.

or other structures physically located in the United States, in which Supply Lines are or were installed (the “Nationwide Class”).²

4. Watts claims in its advertising and marketing to consumers that it sells high quality products, emphasizing its “engineering excellence,” “rigorous design protocol” and “best-in-class quality control processes.”

5. However, because of poor material selection and a defective design, Watts’ Supply Lines prematurely fail on a routine basis. The Supply Lines fail because Watts’ Supply Lines utilize an inner-tubing manufactured from a thermoplastic elastomer, which is upon information and belief, called “SantopreneTM,” that is insufficient to withstand exposure to high temperatures in conjunction with chemicals and minerals that are commonly found in ordinary water supplies, including but not limited to chlorinate and copper. Consequently, the Supply Lines degrade and fail, causing flooding, often after only two to five years of service, if not sooner.

6. Thousands of Watts’ Supply Lines have been, and continue to be, purchased and installed in residential and commercial buildings across the country. Far from the dependable, heavy-duty parts that Watts represents them to be, the Supply Lines are inevitable failures waiting to happen, with the potential to cause a range of damages including catastrophic flooding and property destruction. Furthermore, the failure of and flooding caused by Watts Supply Lines place individuals at risk to their personal safety since many Supply Lines are installed in close proximity to electrical outlets and electrical appliances.

7. Despite Watts’ representations regarding the high quality of its Supply Lines, Watts knows and has known of the specific design and material defects alleged herein and that

² Alternatively, or in addition to the Nationwide Class, Plaintiff brings claims on behalf of state-specific class, the Ohio Class, as defined below. The Nationwide Class and the Ohio Class are collectively referred to herein as the “Class.”

there was a substantial risk that its Supply Lines would degrade, rupture, and fail.

8. Watts has failed to disclose this risk to consumers.

9. As a result of the defects in Watts' Supply Lines, Plaintiff and the Class have suffered damages, including significant real and personal property damage caused by flooding from degraded and ruptured Supply Lines. In addition, Plaintiff and the Class have suffered harm in the form of the loss of the benefit of the bargain, in that they paid for a product that was worth less than what was represented by Watts. Plaintiff and the Class would not have purchased their Supply Lines had they known of the defect at the time of sale. Furthermore, Plaintiff and Class members must replace and discard their Supply Lines sooner than reasonably expected.

10. Plaintiff seeks to recover, for herself and the Class, all costs associated with repairing, removing and/or replacing her Supply Lines, as well as the costs of repairing any damage to her real and personal property caused by the failure of the Supply Lines to perform as represented and warranted. Plaintiff also seeks injunctive relief requiring Watts to modify its unfair and fraudulent practices so as to uniformly provide relief in accordance with its obligations under the law.

PARTIES

Plaintiff

A. Kathryn Meyers

11. Plaintiff Kathryn Meyers is an adult individual who resides in and is a citizen of Dublin, Ohio.

12. Ms. Meyers had two Watts Supply Lines (LBLK BF-18) installed in her home when she replaced her water heater in July 2011. The manufacture date on both lines appears to be June 2011 from the markings on each line.

13. Almost exactly two years after the installation, on or about July 2, 2013, Ms. Meyers went to her finished basement to get some supplies for a project. As she entered the stairway to the basement, she heard a “hissing” sound. Upon further investigation, she discovered that one of the Watts Supply Lines connected to her hot water heater was spraying water all over the adjacent walls and carpeting. She estimates that the line burst approximately twelve (12) hours before she discovered the flooding, based upon the amount of water and the family’s activities. The burst Supply Line and the subsequent flooding caused a substantial amount of water damage to Ms. Meyers’ home. She had to repair three nearby walls and replace her basement carpeting due to the flooding.

14. Photographs of the Watts Supply Line which failed and caused damage to Ms. Meyers’ real and personal property are shown below as Figure 1 and Figure 2:



Figure 1: Full View of Failed Line



Figure 2: Close-up View of Failed Line (at location of failure)

15. The damage to Ms. Meyers' real and personal property cost Ms. Meyers over \$2,500.00 in repairs. Additionally, instead of risking a repeat of this incident, Ms. Meyers chose to have a plumber replace the flexible supply lines with copper piping, which cost her an additional \$300.00 in materials and labor. Upon information and belief, she notified Watts at the time of her repairs, as she believes that this product should last more than two years.

16. Ms. Meyers would not have purchased and installed the Watts Supply Line and exposed her real and personal property to flooding and water damage, as well as exposing herself to a risk of personal injury, had Watts disclosed the propensity for the Supply Line to spontaneously rupture and fail.

Defendant

17. Defendant Watts Water Technologies, Inc. ("Defendant" or "Watts") is a Delaware corporation with its corporate headquarters and principal place of business located at 815 Chestnut Street, North Andover, Massachusetts 01845-6098. Watts conducts substantial

business in Ohio and throughout the United States, including through the sale and distribution of its Supply Lines which can be purchased at stores such as Home Depot, Lowe's, Menards, TrueValue, and Ace Hardware.

JURISDICTION AND VENUE

18. This Court has jurisdiction over this class action pursuant to 28 U.S.C. §1332(d), as this matter is brought as a class action under Rule 23 of the Federal Rules of Civil Procedure. Moreover, there are more than 100 Class Members residing in multiple states, and the amount in controversy exceeds Five Million Dollars (\$5,000,000.00). The requirement of minimal diversity is met as the dispute is between citizens of different states. Plaintiff Meyers is a resident and citizen of Ohio; and Defendant Watts is a Delaware Corporation and citizen of Massachusetts. The Court also has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367.

19. Venue is proper in this District pursuant to 28 U.S.C. § 1391, *et seq.* because a substantial part of the events or omissions giving rise to the claim occurred in this District. Additionally, Watts regularly conducts substantial business in this District, including by the sale and distribution of its Supply Lines.

SUBSTANTIVE ALLEGATIONS

20. Watts designed, manufactured, assembled, tested, labeled, marketed, advertised, and offered for distribution and sale Supply Lines with the specific purpose as connectors for the safe movement of water within property structures, such that they would be installed by builders, plumbers and consumers in homes and other buildings throughout the United States. The Supply Lines were touted as a safe product of merchantable quality, and fit for their intended and reasonably foreseeable uses, despite their hidden material defects.

21. The Supply Lines are used to transport water from the building's plumbing system to a water source or appliance (e.g., from the water supply to a sink, from the water supply to the hot water heater and on to interior plumbing). The lines primarily consist of a flexible thermoplastic inner tubing, the outer braided stainless steel wire designed to protect the tubing, and the brass or metal coupling nut fittings on each end of the Supply Line. Because these lines are lower cost than traditional copper lines, can be installed in tight spaces, and can be installed without hiring a professional plumber, braided stainless steel supply lines have found widespread application in residential and commercial plumbing.

22. In recent years, property damage and losses caused by faulty and defective supply lines have risen sharply. This damage is generally caused by water leaks, flooding, and mold damage.

23. Watts knowingly fails to disclose that its Supply Lines are subject to a serious design defect, are unsafe, and pose a substantial risk of failure, in that the inner tubing degrades and ruptures resulting in flooding and damage to building owners' real and personal property. Even since the Supply Lines began failing and Watts had notice and knowledge of the defect through customer complaints, subrogation claims, and related lawsuits, Watts continues to market and sell the Supply Lines and fails to notify consumers of the defects.

A. Watts' Claims Regarding Product Quality

24. On its website,³ Watts touts that: "We offer the highest level of quality in all our capabilities, from innovative design & manufacturing to distribution, sales, and service."

25. Watts' website also states that: "[t]he Watts Water family of brands & companies is backed by 130+ years of engineering excellence and innovation. All of our products follow a rigorous design protocol through our R&D teams, including:

³ See <http://www.wattswater.com/About-Us/Capabilities>

- Custom design & prototyping
- Advanced design & testing systems
- Computational fluid dynamics software
- State-of-the-art data acquisition systems
- Best-in-class quality control processes.”

26. Watts’ statements are clear and unambiguous -- consumers can depend on the Company’s products, including its Supply Lines, because they are “the highest level of quality,” and have been rigorously designed and tested.

B. Watts’ Warranty

27. Watts currently provides a one-year limited express warranty on each of its Supply Lines. Pursuant to the warranty, Watts “warrants each product to be free from defects in material and workmanship under normal usage for a period of one year from the date of original shipment. In the event of such defects within the warranty period, the Company will, at its option, replace or recondition the product without charge.”

28. The warranty is made subject to the following “Exclusions”:

“The Company shall not be responsible for any incidental, special or consequential damages, including without limitation, lost profits or the cost of repairing or replacing other property which is damaged if this product does not work properly, other costs resulting from labor charges, delays, vandalism, negligence, fouling caused by foreign material, damage from adverse water conditions, chemical, or any other circumstances over which the Company has no control. This warranty shall be invalidated by any abuse, misuse, misapplication, improper installation or improper maintenance or alteration of the product.”

C. Watts Supply Lines Are Defective

29. Prior to the purchase by Plaintiff and the Class members of their Supply Lines, Watts was aware – through, *inter alia*, the Company’s receipt of many consumer and distributor

reports of defective Supply Lines as well as insurance subrogation claims, that its Supply Lines contained an inherent design defect that caused them to degrade, rupture, leak, and fail, and that the defect was present at the point of sale.

30. Despite its knowledge, Watts did not disclose to its customers or prospective purchasers that there was a substantial risk that its Supply Lines would manifest the defect (degradation and rupture of the inner tubing on the lines).

31. Consumers who purchased the Supply Lines had no way of knowing that they were defective at the point of sale. Nor could they witness or detect any degradation of the inner tubes as the tubing is concealed by the braided stainless steel exterior of the Supply Lines.

32. The defect is a design flaw stemming from Watts' use of substandard materials. Specifically, Watts uses a thermoplastic elastomer in the Supply Line's inner tube that is known to degrade under the combined presence of chlorinated tap water and copper – the ordinary and reasonably foreseeable conditions presented by use of the elastomer for transmitting potable water.

33. Supply Lines using defective materials, however, are still being sold and installed in residential and commercial buildings across the country.

D. Inadequate Labeling and Warnings

34. Watts has a duty to adequately design its Supply Lines to keep them from failing and to provide warnings as to how they could fail because of their defective nature. Specifically, Watts' labels fail to warn that the Supply Lines will fail due to degradation of the inner tube as described above.

35. The label also fails to identify the gravity of the hazards that can result from the failure of the line and that such failure is likely to cause water damage, flooding, and even

catastrophic flooding, and may put individuals at risk of electrocution if the Supply Lines fail in the proximity of electrical appliances or sources. The label contains no warnings regarding how to avoid these risks, how to inspect for signs of failure, and no disclosure that after the warranty period the Supply Lines should be replaced or they may fail.

36. Without proper warnings, Plaintiff and the Class were left on their own to determine whether their Supply Lines were about to fail as a result of their design defect. Furthermore, an external inspection of the Supply Lines is an ineffective method to determine whether there is degradation of the inner tubing. Thus, consumers did not have forewarning about the imminent failure of their braided Watts Supply Lines.

E. Plaintiff and the Class Suffered Damages

37. As set forth in detail above, Plaintiff and the Class suffered harm as a direct result of Watts' actions because their Supply Lines contained a material design defect which caused the Supply Lines to fail, causing harm not only to the Supply Lines, but also to other real and personal property. In addition, because of the flooding that actually has or will occur due to the defect described herein, there is a serious risk of bodily harm to Class members in the event that the flooding takes place in areas where electrical outlets, appliances, and related household items could cause electrocution to anyone who may come into contact with or near those items as water is an electrical conductor, or in the event that flooding is caused that may cause people to slip and suffer bodily injury.

38. Plaintiff and the Class had a reasonable expectation that the useful life of the Supply Lines was at least 8-12 years (a competitor named Floodchek has a 20-year warranty on similar braided lines),⁴ which would equate to approximately the same useful life as the water

⁴ See <http://www.floodchek.com/resources/braided-wire-washer-hose.html>

heater or other appliance or fixture to which the Supply Line is affixed.

39. The Supply Lines' design defect, however, caused Plaintiff's and the Class members' Supply Lines to experience premature failure that is disproportionate to the age of the water heaters, appliances, or fixtures.

40. The injuries sustained by Plaintiff and the Class flow directly from the core common facts surrounding Watts' misconduct, including, without limitation: (a) that the Supply Lines suffer from a design defect known to Watts that leads to the degradation and rupture of the Supply Lines' inner tube; (b) that the Supply Lines were defective for their intended use at the time of sale; (c) that Watts does not provide adequate warnings concerning the defective nature of the Supply Lines; and (d) that Watts, despite knowing of the design defects, fails to provide any public notice or warning, or institute a recall to repair or replace the defective Supply Lines.

41. Plaintiff's and Class members' damages include, without limitation: (a) amounts paid for the defective Supply Lines; (b) amounts paid to remediate real and personal property damage caused by flooding after the failure of the Supply Lines; (c) amounts paid to replace defective Supply Lines; and (d) expenses incurred on incidental and consequential damages. Furthermore, Plaintiff and the Class lost the benefit of the bargain with respect to their purchase of the Supply Lines in that they would not have purchased them if they had they known of the defects that existed at the point of sale, or they would not have paid the price they paid, wrongly believing that the Supply Lines were not defective. In addition, there is a serious risk of harm to Plaintiff or members of the Class if they come into contact with any electrical outlet, appliance or related item, as water flooding from the defective lines is a conductor of electricity, or if they suffer bodily injury as a result of flooding from failed Supply Lines.

42. Many complaints concerning the problems and defects outlined herein have

occurred across the country, and been reported to Watts, and some insurance companies have even filed subrogation lawsuits against Watts related to the defective Supply Lines in order to recover monies paid by the insurance companies to their insured clients for flooding and related property damage.

CLASS ACTION ALLEGATIONS

43. This action is brought and is properly maintained as a nationwide class action pursuant to FED. R. CIV. P. 23 on behalf of a class defined as follows:

All individuals and entities that own or have owned Watts Supply Lines; or who own or have owned homes or other structures physically located in the United States, in which Watts Supply Lines are or were installed (the “Class”). Excluded from the Class is Watts, any entity in which Watts has a controlling interest, and Watts’ legal representatives, assigns and successors.

44. Alternatively, or in addition to the nationwide Class claims, Plaintiff brings these claims under FED. R. CIV. P. 23 on behalf of herself and on behalf of a Class of individuals and entities residing in Ohio (“Ohio Subclass”). The Ohio Subclass is defined as:

All individuals and entities residing in the State of Ohio that own or have owned Watts Supply Lines; or who own or have owned homes or other structures physically located in the State of Ohio, in which Watts Supply Lines are or were installed (the “Class”). Excluded from the Class is Watts, any entity in which Watts has a controlling interest, and Watts’ legal representatives, assigns and successors.

45. Plaintiffs reserve the right to redefine the Class (and/or Subclasses) prior to the certification of the Class.

46. The Class is so numerous that individual joinder of all Class members is impracticable. The actual number of Class members is unknown at this time, but numbers in the thousands.

47. There are numerous questions of law and fact that are common to Plaintiff and the Class that are susceptible to common answers by way of common proof and that predominate

over any questions that may affect individual Class members, including, without limitation:

- a. Whether Watts' Supply Lines are defective;
- b. Whether Watts' Supply Lines suffer from common design defects, as alleged herein;
- c. Whether the design defects concerning Watts' Supply Lines result in the Supply Lines being prone to degradation, rupture, and failure to perform the task for which they were designed;
- d. Whether Watts knew or should have known of the defect in the Supply Lines prior to putting them into the stream of commerce for purchase by Plaintiff and the Class;
- e. Whether Watts properly advises consumers about the likelihood of the Supply Lines' premature failure;
- f. Whether Watts owes a duty to Plaintiff and the Class to exercise reasonable and ordinary care in the formulation, testing, design, manufacture, warranting and marketing of the Supply Lines;
- g. Whether Watts breached its duty to Plaintiff and the Class by designing, manufacturing, advertising and selling to Plaintiff and the Class defective Supply Lines;
- h. Whether Watts breached its duty to Plaintiff and the Class by failing promptly to remove the defective Supply Lines from the marketplace or take other remedial action;
- i. Whether the Supply Lines fail to perform in accordance with the reasonable expectations of ordinary consumers;
- j. Whether the Supply Lines fail to perform as advertised, marketed and warranted;

k. Whether Watts breached its express warranties to Plaintiff and the Class by advertising, marketing and selling defective Supply Lines to Plaintiff and the Class;

l. Whether Watts breached its implied warranties to Plaintiff and the Class by advertising, marketing and selling Supply Lines that were not of a merchantable quality, nor fit for the ordinary purpose for which they were sold;

m. Whether Plaintiff and the Class are entitled to compensatory damages, and the amount of such damages for the replacement and remediation of the Supply Lines;

n. Whether Watts' representations regarding the suitability and exemplary nature of its Supply Lines, and its omissions and concealment of facts to the contrary regarding the Supply Lines' design defect constitute violations of state consumer protection laws;

o. Whether Watts has been unjustly enriched by its conduct, as alleged herein; and

p. Whether Watts should be required to notify all Class members about their defective Supply Lines.

48. Plaintiff has the same interests in this matter as all Class members, and her claims are typical of all Class members.

49. Plaintiff will fairly and adequately represent the interests of the Class members and does not have interests adverse to the Class. Plaintiff is committed to pursuing this action and has retained competent counsel experienced in the prosecution of consumer class actions. Plaintiff and her counsel are committed to prosecuting this action vigorously on behalf of the Class, and have the financial resources to do so.

50. Class certification is appropriate pursuant to FED. R. CIV. P. 23(b)(1) because the prosecution of separate actions by individual Class members would create a risk of inconsistent

or varying adjudications which would establish incompatible standards of conduct for Watts, and/or because adjudications with respect to individual Class members would as a practical matter be dispositive of the interests of non-party Class members.

51. Class certification is appropriate pursuant to FED. R. CIV. P. 23(b)(2) because Defendant has acted or refused to act on grounds generally applicable to the Class, making appropriate both declaratory and injunctive relief with respect to the Class as a whole. The members of the Class are entitled to injunctive relief as set forth below.

52. Class certification is appropriate pursuant to FED. R. CIV. P. 23(b)(3) because as set forth above, questions of law and fact common to the Class predominate over questions affecting only individual members of the Class, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Furthermore, the likelihood that individual members of the Class will prosecute separate actions is remote given the extensive time and considerable expense necessary to conduct such litigation, especially when compared to the relatively modest amount of damages at issue for most individual Class members. This action will be prosecuted in a manner to ensure the Court's able management of this case as a class action, and Plaintiff knows of no difficulty that would be encountered in the management of this litigation that would preclude its maintenance as a class action.

FRAUDULENT CONCEALMENT

53. At all relevant times, Watts affirmatively concealed from Plaintiff and the Class the design defect inherent in the Supply Lines.

54. Watts had a duty to inform Plaintiff and the Class of the defect. Specifically, Watts has known for years of the problems and defect outlined herein through various complaint forums (including, without limitation, its own warranty program) and as the result of claims

being filed against Watts related to the defect by insurance companies. Notwithstanding its duty to inform Plaintiff and Class members, Watts has never disclosed the defect to Plaintiff and the Class. To the contrary, Watts consistently maintains that it “offer[s] the highest level of quality in all our capabilities, from innovative design & manufacturing to distribution, sales, and service,” and that “all of [its] products follow a rigorous design protocol.”

55. Plaintiff and the Class could not have discovered the defect or Watts’ attempts to avoid disclosure of the defects alleged herein. Thus, the running of the applicable statutes of limitation have been tolled with respect to any claims that Plaintiff or the Class members have brought or could have brought as a result of the unlawful or fraudulent course of conduct described herein.

56. In addition, Watts is estopped to plead any statute of limitations because it failed to disclose facts that it was obligated to disclose concerning the defects in the Supply Lines. Watts actively concealed and misrepresented to Plaintiff and the Class members facts that were essential to understanding that Plaintiff and the Class members had claims against Watts, and Watts thus acted to prevent Plaintiff and the Class members from learning that they possessed claims against Watts. Had Plaintiff and the Class been aware of the facts which Watts misrepresented and concealed, they would have commenced suit against Watts before the running of any statute of limitations alleged to be applicable to this case.

57. Watts is further estopped from asserting any statute of limitations defense, contractual or otherwise, to the claims alleged herein by virtue of its fraudulent concealment.

FIRST CAUSE OF ACTION
Declaratory Judgment Act, 28 U.S.C. § 2201, *et seq.*

58. Plaintiff incorporates by reference each of the foregoing allegations.

59. 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).

60. There is an actual controversy between Watts and Plaintiff concerning:

- a. whether the Supply Lines are defectively designed thus causing them to fail;
- b. whether Watts knew or should have known of the defect; and
- c. whether Watts failed to warn against the potential unsuitability of its defectively designed Supply Lines.

61. Pursuant to 28 U.S.C. § 2201, the 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.”

62. Despite the repeated failures of its Supply Lines, Watts refused to acknowledge that its product is defectively designed.

63. Accordingly, based on Watts’ failure to act, Plaintiff seeks a declaration that the Supply Lines are defective in their design, workmanship, materials, and labeling, as alleged herein. The defective nature of the Supply Lines is material and requires disclosure to all persons who own the Supply Lines.

64. The declaratory relief requested herein will generate common answers that will settle the controversy related to the alleged defective design and labeling of the Supply Lines and the reasons for their failure. There is an economy to resolving these issues as they have the potential to eliminate the need for continued and repeated litigation.

SECOND CAUSE OF ACTION
Strict Liability -- Design Defect and Failure to Warn

65. Plaintiff incorporates by reference each of the foregoing allegations.

66. Watts designed, manufactured, sold and/or distributed the Supply Lines to Plaintiff and the Class.

67. The Supply Lines were defective in their design, and were defective when they left Watts' control.

68. Watts knew, or should have known, that the Supply Lines contained a non-obvious danger in their material composition. Watts knew that the Supply Lines were highly susceptible to failure under expected installation conditions and ordinary use, and that consumers would not repeatedly replace their Supply Lines without an instruction to do so.

69. Watts failed to inform Plaintiff and the Class as to the Supply Lines' susceptibility to sudden failure. Watts failed to warn consumers that it was necessary to replace the Supply Lines, even if the Supply Lines had not yet failed.

70. The Supply Lines were defective due to inadequate warnings, inadequate inspection and testing, and inadequate reporting regarding the results of quality control testing, or lack thereof.

71. Had Plaintiff and the Class been adequately warned concerning the likelihood that the Supply Lines would fail, they would have taken steps to avoid damages by replacing the Supply Lines or by not purchasing them.

72. Watts, after learning that its Supply Lines could degrade and rupture, had a post-sale duty to warn consumers of the possibility that catastrophic failure and flooding could result from the failure of its Supply Lines, even when used for their intended purpose.

73. As a direct and proximate result of the defective condition of the Supply Lines, Plaintiff and the Class have incurred damages to both their Supply Lines and to other personal and real property in an amount to be determined at trial.

THIRD CAUSE OF ACTION
Negligence

74. Plaintiff incorporates by reference each of the foregoing allegations.

75. Watts was negligent in that it failed to use reasonable care when it designed, manufactured, assembled, labeled, tested, distributed and sold its Supply Lines.

76. As the manufacturer and/or seller of a consumer product, Watts owed a duty to Plaintiff and the Class to provide a safe and quality product, and to provide a product that would perform as it was intended and expected. Watts also owed a duty to Plaintiff and the Class to provide adequate instructions and warnings for proper and safe use of the product. Watts further owed a duty to provide Plaintiff and the Class with information related to the Supply Lines' reasonable expected life span and information related to its maintenance and replacement.

77. Watts breached each of these duties.

78. As a direct and proximate result of Watts' negligence, Plaintiff and Class members have suffered economic losses for the damages in an amount to be determined at trial for inadequate value, cost of repair and replacement of their defective Supply Lines, as well as damage to other real and personal property which resulted from a sudden and dangerous failure of the Supply Lines, causing flooding to the property of the Plaintiff and Class Members.

FOURTH CAUSE OF ACTION
Negligent Failure to Warn

79. Plaintiff incorporates by reference each of the foregoing allegations.

80. Watts manufactured, designed, sold and/or distributed defective Supply Lines to Plaintiff and the Class.

81. Watts knew or reasonably should have known that its Supply Lines were defective and dangerous and/or were likely to be dangerous when used in a reasonably

foreseeable and expected manner.

82. Watts knew or reasonably should have known that Plaintiff and the Class would not realize that their Supply Lines were defective and posed a danger of causing substantial property damage, both to the product itself, as well as to other real and personal property of Plaintiff and Class members.

83. Watts failed to adequately warn of the danger or instruct Plaintiff and the Class that the Supply Lines' actual useful life would be far less than reasonably expected.

84. A reasonable manufacturer, distributor, assembler, or seller under the same or similar circumstances would have warned of these dangers.

85. Watts's negligent failure to warn or instruct Plaintiff and the Class was a substantial factor in causing the harm to the Plaintiff and Class, placing their personal safety and personal property at risk.

86. As a direct and proximate result of the defective condition of the Supply Lines, Plaintiff and the Class have incurred damages in an amount to be determined at trial.

FIFTH CAUSE OF ACTION
Breach of Express Warranty

87. Plaintiff incorporate by reference each of the foregoing allegations.

88. Watts is a seller of Supply Lines.

89. The Supply Lines are goods.

90. Watts had knowledge of the defect alleged herein and that it posed a serious risk to consumers such as Plaintiff and the Class.

91. Despite its knowledge, Watts expressly warranted in writing that it would replace defective parts.

92. In selling its Supply Lines, Watts expressly warranted in writing to replace or recondition the defective Supply Lines. Watts has not replaced or reconditioned the defective Supply Lines.

93. These warranties, affirmations and promises were part of the basis of the bargain between Watts and Plaintiff and the Class, who relied on the existence of the express warranties.

94. By selling Supply Lines containing the defect to consumers such as Plaintiff and the Class members after Watts had notice of the defect, Watts breached its express warranty to provide Supply Lines that were free from defects.

95. Watts also breached its express warranty to replace or recondition the defective Supply Lines when it failed to do so despite knowledge of the defect and of alternative designs, materials and/or options for retrofits.

96. Further, any “reconditioning” that Watts offers does not remedy the safety issue with its Supply Lines and is not adequate to remedy the serious risk of damage to other real and personal property, and other issues caused by the defect.

97. The warranty of reconditioning to the Supply Lines fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff and the Class whole and/or because Watts has refused to provide the promised remedies within a reasonable time.

98. At the time Watts warranted and sold its Supply Lines, it knew they did not conform to the warranties and were inherently defective, and Watts wrongfully and fraudulently misrepresented and concealed material facts regarding its Supply Lines.

99. Accordingly, Plaintiff and the Class are not limited to the limited warranty of “reconditioning” and seek all remedies allowed by law.

100. Upon information and belief, Watts was notified of Plaintiff Meyers’ Supply Line

defect but failed to provide a defect-free Supply Line to Plaintiff Meyers free of charge, to provide an adequate retrofit to remedy the defect, or to compensate her for the damage to her property.

101. As detailed herein, Watts was provided with notice and has been on notice of the defect and of its breach of express written warranties through consumer warranty claims reporting problems with the Supply Lines, subrogation claims filed by insurance companies, customer complaints, and its own internal and external testing, and failed to repair, replace or retrofit the Supply Lines to ensure that they were free of material defects or component malfunctions as Watts promised.

102. As a direct and proximate result of the breach of express warranty alleged herein, Plaintiff Meyers and the Class have incurred damages in an amount to be determined at trial.

SIXTH CAUSE OF ACTION
Breach of Implied Warranty of Merchantability

103. Plaintiff incorporates by reference each of the foregoing allegations.

104. Watts is a merchant of Supply Lines.

105. The Supply Lines are goods.

106. Watts's implied warranty of merchantability accompanied its sale of the Supply Lines to Plaintiff and the Class.

107. Watts impliedly warranted that its Supply Lines were fit for their ordinary use.

108. Watts' design and the repeated failure of its Supply Lines made them defective and, thus, unfit for the ordinary purposes for which they are used. The Supply Lines are not fit for ordinary use.

109. Any effort by Watts to disclaim or otherwise limit its responsibility for its

defective Supply Lines is unconscionable under the circumstances, including because Watts knew that its Supply Lines were unfit for normal use. Through its conduct, Watts breached its implied warranty of merchantability and is liable to Plaintiff and the Class.

110. Upon information and belief, Plaintiff has provided notice to Watts regarding the problems she experienced with her Supply Lines and, notwithstanding such notice, Watts has failed and refused to remedy the problems. Further, Watts had actual knowledge of the defect.

111. As a result of Watts's breach of the implied warranty of merchantability, Plaintiff and the Class have incurred damages in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION
Unjust Enrichment

112. Plaintiff incorporates by reference each of the foregoing allegations.

113. Substantial benefits have been conferred on Watts by Plaintiff and the Class by purchasing the Supply Lines, and Watts knowingly and willingly accepted and enjoyed those benefits.

114. Watts knew or should have known that payments received from Plaintiff and the Class for the Supply Lines were paid with the expectation that the Supply Lines would perform as represented.

115. Watts's retention of these benefits is inequitable.

116. Plaintiff and the Class are entitled to recover from Watts all amounts wrongfully collected and improperly retained by Watts, plus interest.

117. As a direct and proximate cause of Watts' wrongful conduct and unjust enrichment, Plaintiff and the Class are entitled to an accounting, restitution, attorneys' fees, costs and interest.

EIGHTH CAUSE OF ACTION
Violation of the Ohio Products Liability Act
OHIO REV. CODE § 2307.71 et seq.
On behalf of the Ohio Subclass

118. Plaintiff incorporates by reference each of the foregoing allegations.

119. Watts' conduct violates the Ohio Products Liability Act, Ohio Rev. Code § 2307.71 *et seq.*

120. Watts is the manufacturer of Supply Lines within the meaning of Ohio Rev. Code § 2307.71.

121. The Supply Lines are a product within the meaning of Ohio Rev. Code § 2307.71.

122. Watts defectively manufactured or constructed the Supply Lines, within the meaning of Ohio Rev. Code § 2307.74, and is liable under the Ohio Products Liability Act for the defects in their manufacture and construction.

123. Watts defectively designed or formulated the Supply Lines, within the meaning of Ohio Rev. Code § 2307.75, and is liable under the Ohio Products Liability Act for defects in their design or formulation.

124. Watts did not supply adequate warnings or instructions regarding deficiencies and premature degradation and rupture of the Supply Lines, within the meaning of Ohio Rev. Code § 2307.76, as well as the attendant risk of harm that such degradation and rupture poses to the Supply Lines and other real and personal, and is liable under the Ohio Products Liability Act for inadequate warning or instruction.

125. The Supply Lines do not conform to Watts' representations about the quality of the Supply Lines, within the meaning of Ohio Rev. Code § 2307.77. Watts is liable under the Ohio Products Liability Act for failure of the Supply Lines to conform to representations made Watts.

126. Because of Watts' violations of the Ohio Products Liability Act, Plaintiff and the Ohio Class suffered damages, including but not limited to any damage to real and personal property caused by the degradation and rupture of the Supply Lines, and any other compensatory or consequential damages. Plaintiff and the Class reserve their right to seek all damages available by statute or law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests the following relief, individually and on behalf of the Class:

- a. an Order certifying the Class (and/or Subclasses) and appointing Plaintiff as the Class Representative, and appointing the undersigned counsel as Class Counsel;
- b. an award for equitable and injunctive relief enjoining Watts from continuing to pursue the policies, acts and practices described in this Complaint;
- c. an award of all damages and enhanced damages under statutory and common law as alleged in this Complaint, in an amount to be determined at trial;
- d. an award of pre-judgment and post-judgment interest at the maximum rate allowable by law;
- e. an award of reasonable attorneys' fees and reimbursement of costs incurred by Plaintiff and Plaintiff's counsel in connection with this action; and
- f. such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff demand a trial by jury on all claims set forth above.

Dated: December 23, 2014

Respectfully submitted,

By: /s/ Jack Landskroner
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