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10  
11 **UNITED STATES DISTRICT COURT**  
12 **NORTHERN DISTRICT OF CALIFORNIA**  
13 **SAN FRANCISCO DIVISION**  
14

15 LARRY BINKLEY, GERALD CHAN,  
16 ORVILLE VOGELGESANG, and RONELLI  
17 QUADRA LISING, on behalf of themselves  
and all others similarly situated,

18 Plaintiffs,

19 v.

20 UPONOR, INC.; and DOES 1-100, inclusive,

21 Defendants.  
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26  
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Case No. 3:25-cv-07180-EMC

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

**DEMAND FOR JURY TRIAL**

Judge: Hon. Edward M. Chen

Courtroom 5

1 Plaintiffs, individually and on behalf themselves and all others similarly situated (the “Putative  
2 Class” or “California State Putative Class”), alleges the following against Uponor, Inc. (“UPONOR”)  
3 based, where applicable, on personal knowledge, information and belief, and the investigation of counsel  
4 and its experts.

5 **I. INTRODUCTION**

6 1. This case involves the Uponor AquaPEX piping systems, which includes plastic piping,  
7 reinforcement rings and fittings manufactured and sold by UPONOR. Uponor PEX pipe is a plastic  
8 potable water supply piping product that is manufactured in three colors: Red, White, and Blue, all of  
9 which are the subject of this lawsuit.

10 2. PEX is an acronym for cross-linked polyethylene. The “PE” refers to the polyethylene  
11 raw material used to make the PEX pipe, and the “X” refers to cross-linking the polyethylene across the  
12 molecular chain.

13 3. The Uponor PEX Red, White, and Blue pipe is referred to herein as the “UPONOR PEX  
14 pipe” or “Class Pipe.”

15 4. The Red, White and Blue UPONOR PEX pipe was manufactured from approximately  
16 2010 to 2021. On information and belief, UPONOR stopped manufacturing and discontinued the Red  
17 and Blue pipe in 2021. The White pipe continues to be manufactured to the present.

18 5. For ease of identification during installation, the Red and Blue pipe have a colored non-  
19 PEX coating to provide color. Red UPONOR PEX pipe is used for hot water and Blue UPONOR PEX  
20 pipe is used for cold water.

21 6. White UPONOR PEX pipe is used for both hot and cold water. All UPONOR PEX pipe—  
22 whether Red, White, or Blue—uses an identical formula and extrusion process. White, Red, and Blue  
23 UPONOR PEX pipe are functionally identical and fully interchangeable.

24 7. UPONOR PEX piping is designed for use in potable water supply applications for single-  
25 family homes, townhomes, apartments, condominiums, and other building types. The class definition in  
26 this case is limited to single family residences.

27 8. The UPONOR PEX piping is used in residential properties for, among other applications:  
28

- 1 • Potable hot and cold water distribution
- 2 • Hot water circulation lines
- 3 • Fire protection systems
- 4 • Closed-loop hydronic radiant heating (radiant floor and baseboard)

5 9. On information and belief, UPONOR has sold millions of feet of UPONOR PEX pipe  
6 during the Class period (2010-2025), which was installed in thousands of homes in California.

7 10. Consumers expect that a residential potable water piping system will last the equivalent  
8 of a lifetime, and UPONOR claims that the Class Pipe will last 50 to 100 years.

9 11. The UPONOR PEX pipe that is the subject of this lawsuit is defective. It prematurely  
10 cracks and leaks well before the end of its useful life.

11 12. Polyethylene is vulnerable to oxidation. When oxygen combines chemically with the  
12 UPONOR PEX pipe, the pipe will oxidize and degrade.

13 13. To prevent premature degradation, UPONOR blends antioxidant additives with the  
14 polyethylene during production. These antioxidants are intended to scavenge free radicals and protect the  
15 polymer chains.

16 14. As noted above, the UPONOR PEX pipe suffers from a defect. The UPONOR method of  
17 pipe production does not mix the antioxidants uniformly with the polyethene. This failure leads to a lack  
18 of homogeneity with the distribution of the antioxidants and renders the pipe defective and unfit for its  
19 ordinary use.

20 15. Lack of homogeneity results in areas of the polymer with less antioxidant protection.  
21 These less-protected areas are susceptible to and lead to oxidation of the pipe. This condition further  
22 leads to cracks and leaks. UPONOR PEX pipes are failing nationwide on a widespread basis.

23 16. UPONOR has long been aware of the process of oxidation and its root causes, but  
24 intentionally failed to disclose the defect to consumers, distributors, contractors, installers, or building  
25 officials.

26 17. The UPONOR PEX pipe will continue to deteriorate and develop leaks. The defect is  
27 continuing and progressive and cannot be reversed or corrected.

1 18. A typical experience of a homeowner or structure owner whose home or structure is  
2 equipped with UPONOR PEX pipe is to experience a pipe failure in one run of piping that causes leaking  
3 and water damage; remediate the issue (at their own expense); and then have another run of the piping  
4 fail; and so on.

5 19. The only way to prevent damage to the home and mitigate against future property damage  
6 is to remove and replace all the UPONOR PEX pipe in the home. Removal, replacement, and remediation  
7 costs Plaintiffs and Putative Class Members substantial amounts of money.

8 20. The Class Pipe contained a design and manufacturing defect at the time that the pipe was  
9 installed in Plaintiffs' and Putative Class Members' homes. At the time of the purchase of their homes,  
10 Plaintiffs and Putative Class Members reasonably expected that Class Pipe would reliably function as  
11 water supply pipe and had no way of knowing that it contained a defect that would cause the pipe to  
12 crack, leak and fail prematurely.

13 21. Separately, UPONOR concealed the existence of the defect in the Class Pipe from  
14 Plaintiffs Chan, Vogelgesang, Lising and the Putative Nondisclosure Subclass identified below  
15 (consisting of original home purchasers). These Plaintiffs and Putative Nondisclosure Subclass members  
16 reasonably believed the Class Pipe in their homes was free of any material, code-violating defect, as a  
17 result of Uponor's concealment.

18 22. The undisclosed defect, which causes the Class Pipe to fail prematurely and progressively,  
19 results in a failure of the Class Pipe's central functionality and presents a safety hazard because it may  
20 result in mold, bacteria, dropped ceilings due to water absorption, and damage to building foundations.

21 23. Plaintiffs Chan, Vogelgesang, Lising and the Putative Nondisclosure Subclass members  
22 would not have purchased their homes, or would have paid less for their homes, or would have required  
23 that the pipe be removed and replaced as a condition of purchase, if UPONOR had disclosed the material  
24 defect in the Class Pipe.

25 24. Plaintiffs, on behalf of themselves and other similarly situated individuals who also paid  
26 for the Class Pipe or were otherwise injured by the defect, seek to recover damages from UPONOR based  
27 on negligence and strict liability, and seek equitable restitution from UPONOR based on violations of  
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1 California’s Unfair Competition Law. In addition, members of the Putative Nondisclosure Subclass seek  
2 to recover damages from UPONOR based on applicable California consumer protection laws and  
3 deceptive trade practices statutes, and fraud by concealment.

4 **II. PARTIES**

5 **A. Plaintiffs**

6 **Larry Binkley**

7 25. Larry Binkley (“Plaintiff Binkley”) purchased his home at 15 West Shore Drive in  
8 Belvedere, California 94920 in 2014.

9 26. In 2015, Plaintiff Binkley undertook a remodel of his home, including of the kitchen,  
10 several bathrooms, and bedrooms. As part of the remodel, UPONOR PEX was installed in Plaintiff  
11 Binkley’s home.

12 27. At the time of the remodel, Plaintiff was not aware of what pipe was used for the new  
13 potable water pipe installed in our home, or whether or not there was a warranty on the pipe provided by  
14 the manufacturer.

15 28. Starting on or around March 25, 2023, Plaintiff Binkley experienced cracks and leaks in  
16 his piping at various points around his house, all of which were caused by UPONOR PEX pipes failing.

17 29. On or around March 25, 2023, the piping in the wall adjacent to Plaintiff’s entry hallway  
18 began to leak, causing substantial damage to the wall and wood flooring.

19 30. Approximately three months later, Plaintiff Binkley noticed water on the kitchen counter.  
20 The ceiling wall board was opened by a contractor and cracked UPONOR PEX pipe was located as the  
21 source of the leak. The leak was repaired as was the damaged drywall.

22 31. On or about June 13, 2025, the UPONOR PEX piping in the utility room ceiling leaked,  
23 causing water damage to the ceiling. The ceiling was opened by a contractor and the source of the leak  
24 was determined to be from UPONOR PEX pipe.

25 32. On July 14, 2025, Plaintiff Binkley noticed another leak on the kitchen ceiling that was  
26 causing water damage to ceiling drywall.

1 33. With each leak, Plaintiff Binkley had a plumber make repairs to the leaking UPONOR  
2 PEX pipe and a contractor repair the drywall and paint.

3 34. The damage to Plaintiff Binkley's property was extensive. Mr. Binkley's contractors had  
4 to cut out multiple areas of wall to make the needed repairs and stop the leaking pipes from causing  
5 further damage to his property.

6 35. Upon the recommendation of a plumber and contractor, in July and August 2025 Plaintiff  
7 Binkley removed and replaced all the UPONOR PEX pipe in his home to copper pipes to prevent further  
8 damage.

9 36. Plaintiff Binkley invited Uponor to inspect his property while the UPONOR PEX pipe  
10 was being removed from his home. Uponor inspector Sean Dudley inspected the Binkley home on August  
11 8, 2025.

12 37. Plaintiff Binkley has incurred over \$75,000 in property damage caused by the leaking  
13 UPONOR PEX pipe and to remove and replace the defective UPONOR PEX pipe in his home.

14 38. Plaintiff Binkley has not asserted a claim under UPONOR's express warranty and has not  
15 requested or received any compensation from UPONOR under the terms of any UPONOR Express  
16 Warranty.

17 39. The temperature and PSI at Plaintiff Binkley's property were far below the levels which  
18 UPONOR claims that the pipe can tolerate, namely 100 PSI at 180°F.

19 40. The leaks at Plaintiff Binkley's home were not caused by excessive temperature or  
20 pressure, because the temperature and pressure were well below the allowable tolerances of the UPONOR  
21 PEX pipes maintained by UPONOR itself.

22 41. Plaintiff Binkley had no knowledge that UPONOR PEX pipe was installed in his home  
23 until after the leak and he observed the writing on the pipe.

24 42. Plaintiff Binkley never received an Express Warranty from UPONOR. Plaintiff Binkley  
25 has no knowledge of an UPONOR Express Warranty.

1 **Gerald Chan**

2 43. Gerald Chan (“Plaintiff Chan”) purchased his newly built home at 1223 Bockman Road  
3 #6, San Lorenzo, California 94580 in 2018.

4 44. Before purchase, Plaintiff Chan received information and disclosures about his purchase,  
5 including the various features and materials in the home, from the seller.

6 45. Plaintiff Chan’s townhouse and those of his entire community has UPONOR PEX Piping.

7 46. Starting on or around March 26, 2022, Plaintiff Chan began observing cracks and leaks in  
8 his piping at various points around his house, all of which were caused by UPONOR PEX pipes leaking  
9 into his home.

10 47. On or around March 26, 2022, the UPONOR PEX piping in Plaintiff Chan’s kitchen island  
11 began to leak, causing substantial property damage to his home.

12 48. On or around July 14, 2022, Plaintiff Chan noticed and documented a leak in his UPONOR  
13 PEX piping above his upper-floor stairs, resulting in damage to the ceiling.

14 49. On or about September 24, 2022, the UPONOR PEX piping in the kitchen ceiling above  
15 the stove started to leak, causing water damage to the ceiling and danger to the surrounding appliances.

16 50. On October 29, 2022 and November 11, 2022, Plaintiff Chan noticed two different leaks  
17 from the UPONOR PEX piping above the living room that were causing water damage to the walls and  
18 ceilings.

19 51. Plaintiff Chan also documented leaks in his UPONOR PEX piping by the downstairs  
20 closet, the kitchen ceiling near the garage wall, and in a closet. After January 2023, Plaintiff Chan ceased  
21 to log the leaks but kept taking photographs.

22 52. Upon information and belief, Plaintiff Chan’s UPONOR PEX piping cracked in at least  
23 14 places over the course of approximately one year.

24 53. Plaintiff Chan had a plumber visit the first three times and make repairs to the property.  
25 At that time, the plumber noted that the whole community would need to replace their UPONOR PEX  
26 pipes and showed Plaintiff Chan how to make temporary repairs until he was able to do the full PEX  
27 replacement.

1 54. The damage to Plaintiff Chan’s property was extensive. He had to cut out multiple areas  
2 of drywall to make the necessary repairs to stop the leaking pipes from causing further damage to his  
3 property.

4 55. Eventually, upon the recommendation of a plumber, Plaintiff changed all the pipes in his  
5 dwelling to copper pipes to prevent further damage.

6 56. Plaintiff Chan has incurred approximately \$14,000 in property damage caused by the  
7 leaking UPONOR PEX pipe and to remove and replace the defective UPONOR PEX pipe in his home.

8 57. The temperature and PSI at Plaintiff Chan’s property were far below the levels which  
9 UPONOR claims that the pipe can tolerate, namely 100 PSI at 180°F.

10 58. The leaks at Plaintiff Chan’s home were not caused by excessive temperature or pressure,  
11 because the temperature and pressure were well below the allowable tolerances of the UPONOR PEX  
12 pipes maintained by UPONOR itself.

13 59. Plaintiff Chan had no knowledge that UPONOR PEX pipe was installed in his home until  
14 after the leak and he observed the writing on the pipe while making a repair to the leaking pipe.

15 60. Plaintiff Chan never received an Express Warranty from UPONOR. Plaintiff Chan has no  
16 knowledge of an UPONOR Express Warranty.

17 **Orville Vogelgesang**

18 61. Orville Vogelgesang (“Plaintiff Vogelgesang”) and his wife purchased their newly  
19 constructed home at 5278 Shumway Place, Fairfield, California 94533, in 2012. The potable water piping  
20 system in their home is Uponor PEX. Mr. Vogelgesang is a licensed drywall contractor.

21 62. Before purchase, Plaintiff Vogelgesang received information and disclosures about his  
22 purchase, including the various features and materials in the home, from the seller.

23 63. On or about June 19, 2025, an UPONOR PEX pipe failed and leaked in the closet in the  
24 master bathroom of Plaintiff Vogelgesang’s home, causing damage to the drywall, insulation, and paint.  
25 Plaintiff Vogelgesang

26 64. On August 8, 2025, Plaintiff Vogelgesang experienced a leak in his UPONOR PEX pipe  
27 in the closet of his master bedroom.

1 65. Following each leak, Plaintiff Vogelgesang had a plumber make repairs. Plaintiff  
2 Vogelgesang has incurred over \$1,650 in property damage caused by the leaking UPONOR PEX pipe  
3 and costs to repair the defective UPONOR PEX pipe in his home.

4 66. Plaintiff Vogelgesang has not asserted a claim under UPONOR's express warranty and  
5 has not requested or received any compensation from UPONOR under the terms of any UPONOR  
6 Express Warranty.

7 67. The temperature and PSI at Plaintiff Vogelgesang property were far below the levels  
8 which UPONOR claims that the pipe can tolerate, namely 100 PSI at 180°F.

9 68. The leaks at Plaintiff Vogelgesang's home were not caused by excessive temperature or  
10 pressure, because the temperature and pressure were well below the allowable tolerances of the UPONOR  
11 PEX pipes maintained by UPONOR itself.

12 69. Plaintiff Vogelgesang had no knowledge that UPONOR PEX pipe was installed in his  
13 home until after the leak and he observed the writing on the pipe.

14 70. Plaintiff Vogelgesang never received an Express Warranty from UPONOR. Plaintiff  
15 Vogelgesang has no knowledge of an UPONOR Express Warranty.

16 **Ronelli Quadra Lising**

17 71. Ronelli Quadra Lising ("Plaintiff Lising") bought a newly constructed townhouse at 1233  
18 Bockman Road #51, San Lorenzo, California 94580 in May 2018.

19 72. Before purchase, Plaintiff Lising received information and disclosures about her purchase,  
20 including the various features and materials in the home, from the seller.

21 73. UPONOR PEX piping was installed across Plaintiff Lising's entire unit and those  
22 surrounding it.

23 74. On or around May 29, 2024, Plaintiff Lising became aware of leaks in her UPONOR PEX  
24 piping. The leaks required the removal and replacement of significant areas of drywall and repair to  
25 damaged insulation and paint.

26 75. Since Plaintiff Lising moved into the dwelling, she has incurred more than \$11,000 in  
27 direct costs stemming from the failure of her UPONOR PEX piping.

1 76. Plaintiff Lising's was not the only nearby UPONOR PEX pipe that failed. Her plumber  
2 remarked: "[i]t seems like everyone on this community is waiting for their turn to have a leak."

3 77. As a result of leaks and damage to surrounding areas of drywall, Plaintiff Lising had to  
4 re-pipe her entire downstairs.

5 78. Plaintiff Lising has not asserted a claim under UPONOR's express warranty and has not  
6 requested or received any compensation from UPONOR under the terms of any UPONOR Express  
7 Warranty.

8 79. The temperature and PSI at Plaintiff Lising's property were far below the levels which  
9 UPONOR claims that the pipe can tolerate, namely 100 PSI at 180°F.

10 80. The leaks at Plaintiff Lising's home were not caused by excessive temperature or pressure,  
11 because the temperature and pressure were well below the allowable tolerances of the UPONOR PEX  
12 pipes maintained by UPONOR itself.

13 81. Plaintiff Lising had no knowledge that UPONOR PEX pipe was installed in her home  
14 until after the leak and she observed the writing on the pipe.

15 82. Plaintiff Lising never received an Express Warranty from UPONOR. Plaintiff Lising has  
16 no knowledge of an UPONOR Express Warranty.

17 **B. Allegations Specific to the Putative Nondisclosure Subclass**

18 83. Uponor could have disclosed or disseminated information concerning the existence of the  
19 defect to Plaintiffs Chan, Vogelgesang, Lising and Putative Nondisclosure Subclass members prior to  
20 purchase.

21 84. Uponor had numerous opportunities to disclose or disseminated information concerning  
22 the defect to Plaintiffs and Putative Nondisclosure Subclass members through: (1) the exterior of the  
23 Class Pipe packaging or by providing an information sheet inside the packaging; (2) preexisting channels  
24 of communication with plumbers, such as during plumber certification or by mail or email to all certified  
25 plumbers; (3) marketing contacts with the plumbing trade, such as trade shows; or (4) distributors. If  
26 Uponor had disclosed the existence of the defect through these channels to the plumbing trade or its  
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1 distributors, the information would have made its way to Plaintiffs Chan, Vogelgesang, Lising and  
2 Putative Nondisclosure Subclass members as explained below.

3 85. Uponor could have disclosed or disseminated information concerning the defect to the  
4 plumbing trade through the packaging for the Class Pipe, which is sold in plastic wrap. (See *infra* at ¶  
5 195, Image 12.) The omitted information could have been communicated on the outside of the wrapping  
6 or by inserting an information sheet inside the plastic wrap. Plumbers buy the pipe in this original Uponor  
7 packaging, so disclosures on and in the packaging would have been communicated directly to the  
8 plumbers. The information could also appear on the Uponor label and on the information sheet, with the  
9 information sheet stating at the top that the information sheet must be provided to the  
10 developer/contractor in the case of new home construction.

11 86. Moreover, any plumbers who installed the product after receiving the disclosed warning  
12 would face potential liability for product selection and the failure to disclose that fact to the developer or  
13 homeowner who hired them to install the plumbing. These various consequences would provide  
14 compelling reasons for the plumbers to disclose the information and information sheet to the developer  
15 in the case of new construction.

16 87. In the case of new construction, the developer would be in possession of the information  
17 sheet, and the information sheet could have instructed the developer to provide it to the buyers of the  
18 homes. Developers, as the sellers of real estate, would have been obligated to disclose this material  
19 information to buyers as part of the purchase process. Thus, the concealed information would have been  
20 provided to new home buyers in the purchase agreement.

21 88. Uponor also requires that all plumbers which install its PEX pipe be certified in the  
22 installation of the system, and therefore had the ability to educate and inform certified installers of the  
23 defect in the Class Pipe during certification training. Plumbers could have been educated during  
24 certification regarding the existence of the information sheet and the need to provide the information and  
25 information sheet to the developer/contractor and/or the ultimate end-user. Uponor also has contact  
26 information (such as email) for all previously certified plumbers, and therefore could have communicated  
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1 with previously certified plumbers via mail or email about the existence of the defect, the information  
2 sheet, and the need to provide this information to contractors and/or end-users.

3 89. Uponor also regularly communicates with plumbers nationwide at trade shows, which  
4 occur several times per year and are widely attended by plumbers at which Uponor could have disclosed  
5 the defect in the Class Pipe to plumbers and directed the installer to provide the information to the  
6 developer/contractor and/or end-user.

7 90. Uponor also sells Class Pipe through distributors, and could have directed them to disclose  
8 the defect to plumbers or any other relevant entities.

9 91. Uponor accordingly had numerous opportunities to disclose the defect in the Class Pipe  
10 to Plaintiffs and the Putative Nondisclosure Subclass through the distribution chain.

11 92. Those opportunities aside, given the significance of the defect, including the impact of the  
12 defect on the core functionality of the Class Pipe and the fact that the defect presents a safety hazard, had  
13 Uponor disclosed or disseminated this information to distributors or plumbers, this would have been a  
14 significant admission, and would have quickly achieved notoriety within the plumbing trade and the  
15 homebuilding industry generally.

16 93. This information would have reached Plaintiffs and Putative Nondisclosure Subclass  
17 members because disclosures of material information are required by real estate sales laws, and  
18 developers and their brokers would have been fully motivated to disclose to homebuyers any material  
19 defect disclosed by Uponor due to real estate sale disclosure requirements and the risk of tort liability in  
20 the absence of disclosure.

21 94. The premature failure of pressurized water pipe concealed in the walls, ceilings, and floors  
22 throughout a home is one of the most destructive residential construction failures imaginable, resulting  
23 in leaks, flooding, water intrusion, property damage, emergency repairs, remediation costs, loss of use,  
24 and reduced home value. The information would have spread rapidly throughout the entire distribution  
25 chain and would have quickly been communicated to developers and their salespeople and real estate  
26 brokers, and because it would have been material, it would have been required to be disclosed to Plaintiffs  
27 and the Putative Nondisclosure Subclass members.

1 95. Members of the Putative Nondisclosure Subclass thus would have been made aware of  
2 the disclosure prior to purchasing their homes.

3 \* \* \*

4 96. Plaintiffs Chan, Vogelgesang, Lising and the Putative Nondisclosure Subclass Members,  
5 would not have purchased their homes, or would have paid less for their homes, or would have required  
6 that the pipe be removed and replaced as a condition of purchase, if UPONOR had disclosed the material  
7 defect in the Class Pipe.

8 **C. Defendant**

9 97. Defendant Uponor, Inc. is an Illinois corporation with its principal place of business  
10 located at 5925 148th Street West, Apple Valley, Minnesota 55124. At all relevant times herein, Uponor,  
11 Inc. designed, manufactured, marketed/advertised, sold and/or distributed Uponor PEX pipe for use in  
12 residential water plumbing systems in California and throughout the United States, both directly and  
13 indirectly, to Plaintiffs and Putative Class members by and through their employees, agents, including  
14 distributors who in turn sold to developers, contractors and plumbing installers of the Class Pipe, who in  
15 turn sold the pipe to Plaintiffs and all Putative Class members.

16 **III. JURISDICTION, VENUE, AND INTRADISTRICT ASSIGNMENT**

17 98. This Court has subject matter jurisdiction over this action pursuant to the Class Action  
18 Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), because at least one Putative Class member is of diverse  
19 citizenship from one Defendant, there are more than 100 Putative Class members, and the aggregate  
20 amount in controversy exceeds \$5 million, exclusive of interest and costs.

21 99. This Court has personal jurisdiction over Defendant Uponor, Inc. under California Code  
22 of Civil Procedure section 410.10, and because it conducts substantial business within this judicial  
23 district.

24 100. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of the  
25 events or omissions which give rise to the claims occurred in this District, and because Defendant has  
26 caused harm to Putative Class members residing in this District, including Plaintiffs. UPONOR conducts  
27

1 substantial business, including through numerous distributors, and marketed, advertised and sold Class  
2 Pipe in this District.

3 **IV. GENERAL FACTUAL ALLEGATIONS REGARDING THE UPONOR PEX DEFECT**

4 **A. Root Cause of the UPONOR PEX Pipe Defect**

5 101. The defect in the UPONOR PEX pipe is caused by oxidative degradation in the pipe.

6 102. UPONOR uses the Engel method of cross linking the polyethylene, named after PEX  
7 German inventor Thomas Engel. The Engel method is a hot cross-linking process, meaning the actual  
8 cross-linking takes place during the extrusion process when the base polyethylene is above its crystal  
9 melting temperature, i.e., the pipe is extruded while cross-linking is actively taking place. Specifically,  
10 the polyethylene used to manufacture the UPONOR PEX pipe is exposed to high temperatures and  
11 oxygen during the manufacturing process.

12 103. The Engel method is intended to provide more precise control over the degree,  
13 consistency, and uniformity of cross-linking. However, the high heat and reactive chemistry during  
14 extrusion of the UPONOR PEX pipe consumes antioxidants prematurely. The initial manufacturing  
15 process subjects the polymer to high heat. When the polyethylene reacts with oxygen, oxidized  
16 polyethylene is created.

17 104. The oxidized polyethylene surface no longer resembles polyethylene, has different  
18 physical and chemical properties than polyethylene, and it has a different surface tension and a different  
19 density than polyethylene.

20 105. The oxidized polyethylene begins to shrink and develop surface imperfections, similar to  
21 the “mud cracking” that forms after a puddle dries in the sun. Those imperfections or microcracks result  
22 in stress concentrations and form cracks that ultimately propagate through the wall of a pipe.

23 106. The oxidation of the UPONOR PEX pipe is caused by a chemical reaction when oxygen  
24 molecules interacting with the polyethene, causing the material to break down and degrade. This leads to  
25 brittleness and loss of material properties including strength and flexibility.

26 107. This condition causes the Uponor PEX pipe to prematurely age through introduction of  
27 oxygen into the molecular structure. Once initiated, this process of oxidative degradation is significantly  
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1 accelerated by exposure to normal hot water temperatures and air, which accelerates the oxidative process  
2 and embrittles the pipe causing it to lose mechanical properties and crack.

3 108. Because UPONOR utilizes a defective manufacturing and/or design process for its pipe,  
4 a latent defect is manufactured into all UPONOR PEX pipe and was present at the time the piping left  
5 the manufacturing line. In other words, Uponor PEX pipe is uniformly defective when it leaves the  
6 manufacturing plant.

7 109. The common failure modality in UPONOR PEX pipe is caused by oxidative  
8 embrittlement and degradation of the inside surface of the UPONOR PEX pipe because of poor  
9 distribution and extraction of protective antioxidants resulting in material degradation and oxidation of  
10 the inside wall of the pipe.

11 110. Antioxidants protect the pipe from oxidation by scavenging free radicals. Once the  
12 antioxidants are depleted, the surface of the pipe progressively undergoes oxidative embrittlement.

13 111. This condition is compounded and made worse in the Red and Blue pipe. UPONOR'S  
14 patent application of the color coating uses a flame treatment which destroys antioxidants on the outside  
15 surface of the UPONOR PEX pipe.

16 112. The color coated surface of the pipe experiences extensive embrittlement evidenced by  
17 mud cracking, pitting, and crazing which produces a network of fine cracks on the surface of the pipe.

18 113. Because of the oxidative degradation and embrittlement, moreover, the UPONOR PEX  
19 pipe is unable to withstand the strain of the expansion process specified in Uponor fitting installation  
20 design system.

21 114. With the Red and Blue UPONOR PEX pipe, the failures are exacerbated by oxidative  
22 embrittlement and degradation on the outside surface of the pipe.

23 115. The UPONOR PEX pipe thus fails outside-in, adjacent to the compression ring of the  
24 expansion fitting.

25 116. The surface underneath the brittle coating is also brittle and experiences incipient cracks.

26 117. The causes of the surface defect, both inside and outside the pipe transform over time into  
27 incipient cracks, which then propagate by normal use of the potable water system.

1 118. The UPONOR PEX pipe at Plaintiffs' homes failed in this fashion just beyond the fitting.

2 119. The defect in Uponor PEX pipe leads to leaks and resulting property damage, and presents  
3 serious health and safety risks including mold, bacteria, dropped ceilings due to water absorption and  
4 damage to building foundations and footings.

5 120. Plaintiffs' UPONOR PEX pipe, and the pipe of the putative Class members have the  
6 above-described built-in defect that is not caused by poor installation practices, or by use of the UPONOR  
7 PEX pipe by the owner of the property.

8 **B. Life Expectancy of the UPONOR PEX Pipe**

9 121. UPONOR claims and advertises that UPONOR PEX pipe has a life expectancy of at least  
10 50 years. UPONOR also claims that it currently holds the unofficial world record for long-term testing  
11 at elevated temperatures and pressure. UPONOR further claims that its testing data indicates a life  
12 expectancy of well over 100 years. In reality, the Class Pipe will degrade and leak within a few years  
13 after installation.

14 122. UPONOR does not distribute its Express Warranty to installers or consumers and on  
15 information and belief has never informed developers or installers of the defect in its pipe.

16 123. UPONOR has long been aware of the defective nature of the Uponor PEX pipe and the  
17 root cause of the defect, but intentionally failed to disclose the defect to consumers, distributors,  
18 contractors, installers or building officials.

19 124. UPONOR is further aware of thousands of failures in the UPONOR PEX Pipe that have  
20 resulted in widespread leaks and significant resulting property damage.

21 125. UPONOR generally has no direct contact with the purchasers of residential property.

22 **C. Uponor's Knowledge of the Defect in Uponor PEX**

23 126. On information and belief, for many years, UPONOR has generated its own test results  
24 that determined through scientific testing the root cause of the defect in its pipe and fitting installation  
25 system. UPONOR nonetheless continued to sell the defective Class Pipe knowing that it would have  
26 serious consequences to Plaintiffs and Putative Class members in the form of failed pipe, resulting  
27 property damage, and the need to replace their plumbing system.

1 127. Before manufacturing, distributing and selling Uponor PEX, Defendant failed to take  
2 appropriate steps to design and manufacture its product to be free from defects.

3 128. To the extent that Defendant made any changes to any formula or processing between  
4 2010 to the present in manufacturing the Class Pipe, those changes did not correct or eliminate the defect  
5 in the Class Pipe. The defect remains uniform to all Class Pipe.

6 129. Defendant knew or should have known that the Class Pipe as designed and manufactured  
7 was not suitable for use in potable water supply systems.

8 D. **The Uponor PEX Piping is Subject to the Uniform Plumbing Code and Other**  
9 **Regulations**

10 130. Introduced in Los Angeles in 1928 and formally published as the Uniform Plumbing Code  
11 (“UPC”) in 1945, the UPC is developed to govern the quality of materials, installation and inspection of  
12 plumbing systems as a means of promoting the public’s health, safety and welfare.<sup>1</sup>

13 131. The International Association of Plumbing and Mechanical Officials (IAPMO) writes and  
14 promulgates the UPC.<sup>2</sup> The requirements and specifications of the UPC are updated every three years.<sup>3</sup>  
15 The UPC and other model codes have for many years required that pipe and/or tubing installed in projects  
16 be listed by approved third party listing agencies and be free of defects. For example, Chapter 2, Section  
17 201 of the 1988 UPC states:

18 Section 201 — Minimum Standards:

19 (a) Unless otherwise provided for in this Code, all materials, fixtures or devices  
20 used or entering into the construction of plumbing and drainage systems, or parts  
21 thereof, shall be submitted to the Administrative Authority for his approval and  
22 **shall conform to approved applicable standards**, or to other equivalent standards  
23 acceptable to the Administrative Authority, **and shall be free from defects.**  
(Emphasis added). **All pipe, pipe fittings and fixtures shall be listed or labeled**  
**by a listing agency** or shall be approved by the Administrative Authority when  
24 listing or labeling by a listing agency is not available. (Emphasis added).

25 <sup>1</sup> *IAPMO Publishes 2024 Editions of Uniform Plumbing Code (UPC), Uniform Mechanical Code*  
26 *(UMC)*, IAMPO (May 1, 2023), [https://iapmo.org/newsroom/press-releases/iapmo-publishes-2024-](https://iapmo.org/newsroom/press-releases/iapmo-publishes-2024-editions-of-uniform-plumbing-code-upc-uniform-mechanical-code-umc)  
27 [editions-of-uniform-plumbing-code-upc-uniform-mechanical-code-umc](https://iapmo.org/newsroom/press-releases/iapmo-publishes-2024-editions-of-uniform-plumbing-code-upc-uniform-mechanical-code-umc).

28 <sup>2</sup> *Id.*

<sup>3</sup> *Id.*

1 (b) Each length of pipe and each pipe fitting, trap, fixture, material and device used  
2 in a plumbing system shall have cast, stamped, or indelibly marked on it, the  
3 maker's mark or name, the weight and the quality of the product, when such  
4 marking is required by the approved standard that applies. All materials and devices  
5 used or entering into the construction of plumbing and drainage systems, or parts  
6 thereof, shall be marked and identified in a manner satisfactory to the  
7 Administrative Authority. All such marking shall be done by the manufacturer.  
8 Field marking shall not be acceptable.

9 132. The language of the UPC regarding manufacturing to standards, requiring that all  
10 plumbing pipe “shall be free from defects,” and requiring third party certification has remained uniform  
11 and consistent for decades and is required by law today. Section 201 was changed from Chapter 2 to  
12 Chapter 3 in 1994 and is now § 301. The requirement that all plumbing pipe “shall be free from defects”  
13 is included in all versions of the UPC from 1988 to the present.

14 **E. PEX Pipe Must Comply With Minimum Standards And Be Listed By A**  
15 **Certification Body Before It Is Sold**

16 133. The model plumbing codes and the plumbing codes in force in every state in the United  
17 States require that PEX pipe (such as Uponor PEX) comply with standards promulgated by certification  
18 bodies. These standards are intended to ensure that all pipe used in the applications meet minimum  
19 standards to safeguard life or limb, health, property and public.

20 134. There are two types of organizations referred to in plumbing codes which supply  
21 minimum standards for PEX pipe: (1) organizations which provide standards for PEX pipe (“standards  
22 bodies”); and (2) organizations which test for compliance with those standards and maintain lists of  
23 products which comply with their standards (“certification bodies”).

24 135. The American Society for Testing Materials (“ASTM”) is one such standards body. Since  
25 1994, the table of approved standards —located in Chapter 14 of the UPC — has included ASTM F876  
26 PEX, which is the primary industry standard relating to PEX pipe.

27 136. Government entities around the United States rely on standards like those published by  
28 ASTM because they are accepted and understood by industry members to offer adequate assurance that  
the products comply with those standards and are fit for use.

1 137. It is essential that manufacturers of PEX pipe assure purchasers of their products that the  
2 pipe they sell complies with established ATSM or equivalent standards before it is sold. Because model  
3 plumbing codes require that PEX pipe meet these standards, to be marketable manufacturers must  
4 similarly make PEX pipe that meets these standards.

5 138. While standards bodies promulgate standards, they generally do not perform product  
6 testing to ensure compliance with their standards. ASTM, for example, does not test for product  
7 compliance and does not list products that meet its standards.

8 139. This is where third-party certification bodies like the International Association of  
9 Plumbing and Mechanical Officials (“IAPMO”) and the National Sanitation Foundation (“NSF”) come  
10 in. As relevant here, certification bodies (i) perform tests to confirm that a given product meets the cited  
11 standards and (ii) maintain lists of products that meet the provided standards. A product that has passed  
12 the required tests may be “listed” by the certification body. “Listing” means that the product has been  
13 evaluated by a certification body and found to meet the requirements of the referenced standard.

14 140. A manufacturer who wishes to have its product certified and listed submits representative  
15 samples of the product (or materials, as appropriate) to the certification body’s laboratory for that testing.

16 141. For a product (such as Uponor PEX) to be “listed” by certification bodies like IAPMO  
17 and NSF as compliant with ASTM, it must pass initial qualification testing (“Initial Qualification  
18 Testing”). Some of the tests performed as part of Initial Qualification Testing are more exacting, time  
19 consuming, and expensive than the quality-control tests that are performed as a routine matter during the  
20 manufacturing process. For example, while a quick burst test (a common quality-control test) can be  
21 performed in seconds, a sustained pressure test (a standard that is incorporated into ASTM F876), is a  
22 one-thousand-hour test. It takes 42 days to run. The sustained pressure test required to obtain a hydrostatic  
23 design basis (HDB) rating is a ten-thousand-hour test. It takes over a year to complete.

24 142. Given the time and expense required, some tests are performed only for Initial  
25 Qualification Testing and are not routinely repeated. Accordingly, the full battery of initial testing is only  
26 required to be performed only once, when the product is initially qualified/certified, but the manufacturer  
27 is required to (1) continue to manufacture the product in the same way in the future and (2) perform  
28

1 routine checks to identify and address production issues as they arise. These requirements are  
2 incorporated into “listing agreement(s)” between the manufacturer and the certification body which  
3 authorize the manufacturer to use the mark.

4 143. If a product passes the Initial Qualification Tests, the certification body, such as IAPMO,  
5 “lists” the product and authorizes the manufacturer to use its certification mark to represent to the market  
6 that its product has been third-party certified. It is then the responsibility of the manufacturer to ensure  
7 ongoing compliance with the tested standards by manufacturing the product with the same materials in  
8 the same manner, and to monitor quality through appropriate quality control testing.

9 144. As mentioned above, NSF, IAPMO, and other certification bodies require that  
10 qualification tests be performed on “representative” pipe and materials – i.e., pipe and materials that are  
11 identical to the pipe and materials ultimately sold to the public. To be “representative,” the pipe must –  
12 at a minimum – be manufactured by the same process and using the same materials as the pipe submitted  
13 for listing.

14 145. A certification body authorizes a manufacturer to use its “certification mark” or “listing  
15 mark” only if the marked product is identical to the product that was submitted for Initial Qualification  
16 Testing. Use of the mark is prohibited if the marked pipe is not manufactured by the same process and  
17 using the same materials as the pipe submitted for qualification.

18 146. Manufacturers of PEX pipe communicate whether their pipe complies with given  
19 standards and has been third-party certified through a variety of means, including through markings on  
20 the pipe itself.

21 147. Markings on the pipe come in two varieties relevant to this action: (1) the standards mark,  
22 which identifies the standard to which the pipe was produced (“ASTM F876”), and (2) the certification  
23 or listing marks (described above), which affirm that a product has been third-party tested to comply to  
24 particular standards and is listed.

25 148. Plumbing codes go so far as to require these markings. Pipe that does not have both an  
26 appropriate standard mark and an appropriate third-party certification mark cannot be installed.

1 149. Uponor, as the manufacturer of PEX pipe, is responsible for marking its product with the  
2 relevant standards and certification marks.

3 150. Uponor marked all of its PEX pipe products with ASTM F876 and an IAPMO and NSF  
4 Listing mark consisting of an IAPMO logo (UPC) and NSF logo (NSF). The IAPMO and NSF listing  
5 agreements each require that the pipe meet the ASTM F876 standard to sell the pipe.

6 151. Together, the ASTM F876 standard and the IAPMO and NSF listing marks confirm that  
7 Uponor manufactures the pipe to meet the stated standards, that a third party certification body has  
8 subjected exemplar pipe and materials to qualification tests sufficient to confirm that its pipe meets those  
9 standards, that the pipe continues to be made the same way and with the same PEX compound and other  
10 materials as the pipe initially qualified, and that its pipe and materials are subjected to ongoing monitoring  
11 sufficient to confirm that the pipe continues to meet those standards.

12 152. Uponor could only stamp the pipe with the ASTM F876 standard and the IAPMO and  
13 NSF listing mark if (i) it continued to make the pipe using the exact same materials and methodology as  
14 the initial exemplar pipe that was subjected to Initial Qualification Testing, and (ii) the pipe complied  
15 with applicable ASTM standard F876.

16 153. The Uponor PEX pipe does not comply with ASTM standard F876 “Standard  
17 Specification for Crosslinked Polyethylene (PEX) Tubing).

18 154. From 2000 through 2015, Section 6.1 of ASTM F876 required that “the tubing shall be  
19 homogenous throughout and free... from other defects.” ASTM F876, section 6.1 read as follows:

20 Workmanship—The tubing shall be homogeneous throughout and free of visible  
21 cracks, holes, foreign inclusions, or other defects. The pipe shall be as uniform as  
22 commercially practicable in color, capacity, density, and other physical properties.

23 155. In 2017, the language in the same section, 6.1, substituted the term “consistent  
24 throughout” in place of the word “homogenous.” The meaning is the same. “Homogenous” means  
25 “consistent throughout.”

26 156. From 2017 through 2024, Section 6.1 read as follows:  
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1 Workmanship—the tubing shall be uniform in appearance and consistent  
2 throughout. The wall shall be free of cracks, holes, blisters, voids, foreign inclusion,  
3 or other defects that are visible to the naked eye and that affect the wall integrity.  
4 The tubing shall be as uniform as commercially practicable in color, opacity,  
5 density, and other physical properties.

6 157. The Uponor PEX pipe is manufactured in a manner that is not homogenous, and that it is  
7 not consistent throughout. The polyethylene and additives are not homogenous or consistent throughout  
8 the pipe and the pipe is not free from “defects.”

9 158. Significantly, as described above, the failure of Uponor to manufacture the pipe in a  
10 manner that the materials are homogeneously distributed or “consistent throughout” is a primary cause of  
11 the defect. The antioxidants are not consistently distributed within the pipe which causes oxidative  
12 degradation and causes the pipe to crack and leak.

13 159. The Uponor PEX fails to meet the requirement criteria of the ASTM F876 standard. For  
14 instance, visual examination and UV light analysis revealed that the Uponor PEX pipe is inhomogeneous  
15 (non-uniform) and has a blotchy visual appearance. Additive analysis further revealed that the observed  
16 visual variability translated to inhomogeneity (non-uniformity) in the distribution of crucial oxidation-  
17 inhibiting additives throughout the pipe, adversely impacting the performance of the pipe. The observed  
18 non-uniform distribution of additives causes reduced oxidation resistance (performance) in the pipe,  
19 increasing the propensity to degrade and fail of some areas over others, which gives the pipe non-uniform  
20 physical properties throughout.

21 160. Because the Uponor PEX pipe was not free from defects, Uponor could not claim the  
22 product met the ASTM standards or was “Listed.” Instead, it was required to cease manufacturing and  
23 selling the defective product until the defect was corrected. This was never done.

24 **F. The California Plumbing Code**

25 161. California Health and Safety Code § 17922 (State Housing Law) requires the State to  
26 adopt plumbing standards that are “substantially the same” as the UPC. The California Plumbing Code  
27 is codified in Title 24, Part 5 of the California Code of Regulations (CCR). Title 24, Part 5 is a body of  
28 administrative regulations. The California Plumbing Code adopts the Uniform Plumbing Code almost  
verbatim.

1 162. By way of example, UPC section 301.1.1 provides as follows:

2 301.1.1. Approvals. All pipe, pipe, fittings, traps, fixtures, material, and devices  
3 used in a plumbing system **shall be listed or labeled (third-party certified) by a**  
4 **listing agency** (accredited conformity assessment body) and **shall conform to**  
5 **approved, applicable, recognized standards referenced in this code, and shall**  
6 **be free from defects.** Unless otherwise provided for in this code, all materials,  
7 fixtures, or devices used or entering into the construction of plumbing systems, or  
8 parts thereof, shall be submitted to the authority having jurisdiction for approval.  
9 (Emphasis added.)

7 163. Meanwhile, Section 301.2 of the California Plumbing Code provides as follows:

8 **Minimum Standards.** Pipe, pipe, fittings, traps, fixtures, material, and devices  
9 used in plumbing system **shall be listed (third-party certified) in by a listing**  
10 **agency (accredited conformity assessment body) as complying with the**  
11 **approved applicable recognized standards referenced in this code, and shall**  
12 **be free from defects.** Unless otherwise provided for in this code, materials,  
13 fixtures, or devices used or entering into the construction of plumbing systems, or  
14 parts thereof shall be submitted to the Authority Having Jurisdiction, for approval  
15 prior to being installed. (Emphasis added.)

13 164. The California Plumbing Code, section 301.2, requires as a matter of law that all plumbing  
14 pipe, which includes all Uponor PEX pipe, “shall be free from defects.”

15 165. As alleged herein, the Uponor PEX pipe suffers from a defect and is not “free from  
16 defects.” As alleged herein, Uponor has sold defective PEX pipe for many years, including at least from  
17 2010 to the present.

18 166. The California Plumbing Code, section 301.2 also mandates that the pipe “shall be listed  
19 (third-party certified) by a listing agency as complying with the approved applicable recognized standards  
20 referenced in this code.”

21 167. As described above, all Uponor PEX Pipe was marked with ASTM F876, even though the  
22 Uponor PEX pipe does not comply with that standard (because the Materials are not homogenously  
23 distributed or consistent throughout and the pipe is defective).

24 168. Section 17995 of California’s Health & Safety Code makes it a crime for any person  
25 (including a manufacturer) to violate any of the provisions of the California Plumbing Code, including  
26 the provision mandating that all pipe “shall be free from defects.”  
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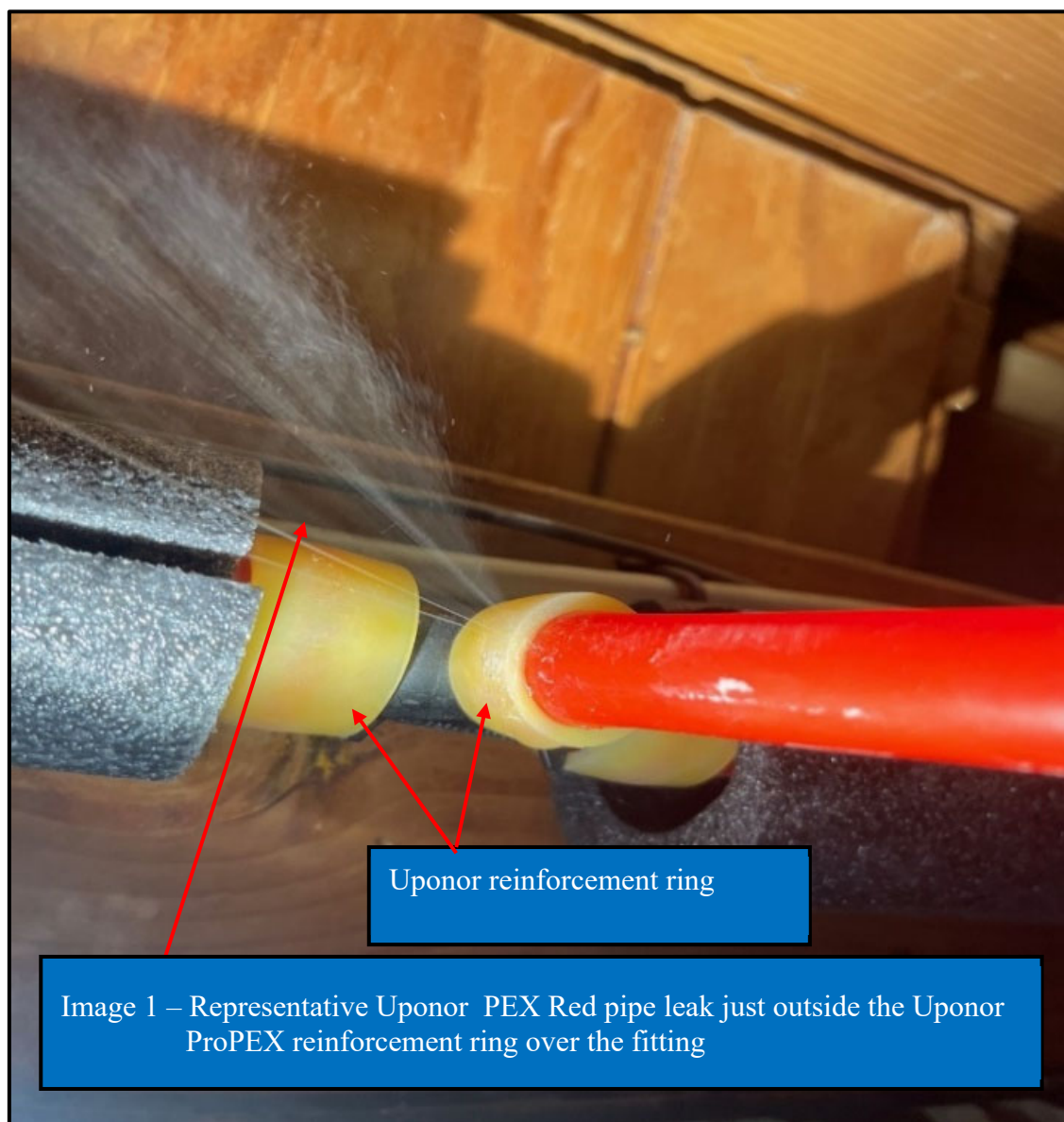
1 169. Health & Safety Code § 17995 provides that “[a]ny person who violates any of the  
2 provisions of this part [the State Housing Law, which includes the CPC] . . . is guilty of a misdemeanor.”

3 **V. THE SIGNATURE LEAKS**

4 170. The UPONOR PEX pipe suffers from an inherent defect that manifests with “signature  
5 leaks” inherent to the pipe and cannot be caused by installation practices.

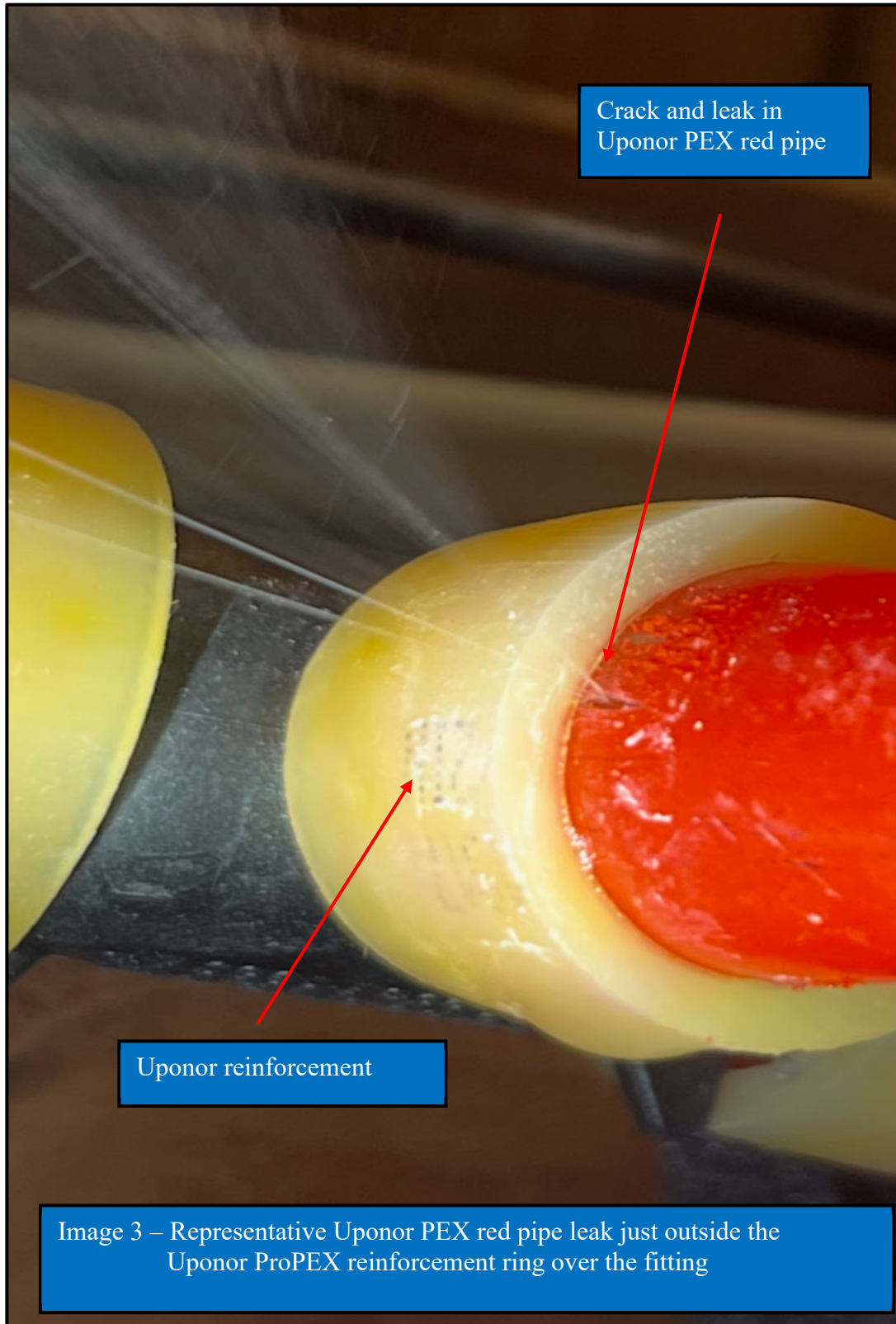
6 **A. Leaks Adjacent to the Fittings**

7 171. Below are four photographs of “signature leaks” in the Class Pipe adjacent to the  
8 reinforcement ring that attaches over a fitting joint. (See Images 1 through 4 below.)





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1           **B.     Leaks in the Wall of the Pipe Away from the Fitting**

2           172. Below are three photographs of longitudinal cracking in the body of pipe away from the  
3 fitting. See Images 5 through 7 below.



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Image 7- Representative cracked and leaking Uponor PEX white pipe away from fitting

1 173. The previous photographs depict the primary “signature” failure mechanisms of Uponor  
2 PEX pipe, that lead to through-wall cracking of the Class Pipe. Poor installation practices will not cause  
3 this defect in the Class Pipe and perfect installation practices will not prevent them.

4 **C. Property Damage**

5 174. The leaks in the Class Pipe cause extensive property damage to, among other things,  
6 drywall, insulation, paint and flooring. See Images 8 through 11 below for representative examples of  
7 resulting property damage from leaks in the Class Pipe.



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Image 9 –  
Water leaking from Uponor PEX  
pipe through ceiling into garbage  
can





1 **VI. INSTALLATION PRACTICES DO NOT CAUSE THE DEFECT**

2 175. UPONOR certifies and qualifies plumbers to install the Class Pipe. This means that  
3 plumbers who install UPONOR PEX pipe are trained and approved before installing any UPONOR PEX  
4 system.

5 176. On information and belief, even though the plumbers have been certified by UPONOR as  
6 being qualified and competent to install the Class Pipe tubing and fittings, UPONOR has advanced the  
7 false narrative of “blame the plumber” or “blame the installation” to deny legitimate consumer complaints  
8 against UPONOR who have experienced failed pipe with resulting property damage.

9 177. Also, the failures in the Class Pipe have nothing to do with excessive temperature of the  
10 water or excessive water pressure – another false narrative often employed by UPONOR as a sham  
11 defense to cover up the defect in the pipe.

12 178. There is nothing that the plumber does or can do in the course of installing the Class Pipe  
13 tubing that can cause oxidation of the interior or exterior wall of the pipe.

14 179. Failure from oxidation degradation is unique and uniform in appearance and cause. Poor  
15 installation, no matter how unlikely, cannot cause the signature failure modality of cracking in the wall  
16 of the pipe away from the fitting, or cracking just outside the reinforcement rings.

17 180. Similarly, perfect installation will not prevent the defect from manifesting. The defect is  
18 solely due to the defective manufacturing process.

19 **VII. UPONOR IAPMO CERTIFICATE OF LISTING**

20 181. The Uniform Plumbing Code requires that all plumbing materials be listed with a third-  
21 party certification body before the product can be sold.

22 182. UPONOR is listed with the International Association of Plumbing and Mechanical  
23 Officials (IAPMO) for its Crosslinked Polyethylene Water Distribution System (PEX).

24 183. The IAPMO Research and Testing, Inc. Certificate of Listing provides as follows:

25 **CHARACTERISTICS:**

26 Cross-linked polyethylene, plastic, hot and cold water distribution  
27 system and/or hydronic radiant heating system made in one standard  
28

1 dimension ration *and intended for a maximum 100 psi water service up*  
2 *to and including a maximum working temperature of 180° F.*

3 Components are comprised of tubing and/or fittings. (emphasis added)

4 184. The Class Pipe used in residential applications is also approved and used in commercial  
5 applications. Commercial hot water PEX systems typically operate at temperatures higher than 140° for  
6 dishwasher and related equipment.

7 185. In the highly unlikely event that in residential properties water pressure exceeds 80 PSI or  
8 temperature in excess of 120°, those conditions will not cause the pipe to fail *as the pipe is expressly*  
9 *manufactured and IAPMO listed to tolerate 100 PSI at 180° F.*

10 186. All UPONOR PEX pipe contains a print line throughout the length of the pipe which  
11 identifies the pipe as Uponor, and among other things, reads “80 PSI 200°F”. *This is the long-term*  
12 *pressure rating for the pipe at various temperatures and is far in excess of the typical residential water*  
13 *pressure at 80 PSI or water temperature 120°F.*

14 **VIII. WATER TEMPERATURE AND WATER PRESSURE IN THE SYSTEM DO NOT**  
15 **CAUSE LEAKS IN THE CLASS PIPE**

16 187. On information and belief, Plaintiffs allege that UPONOR has falsely claimed to Putative  
17 Class members or their installers that water temperature and water pressure are the causes of failures in  
18 Class Pipe.

19 188. The markings on the pipe uniformly state the pipe is manufactured to 80 PSI at 200°F.

20 189. All UPONOR PEX pipe is IAPMO listed to tolerate 100 PSI. This is 20 PSI in excess of  
21 the PSI used at residential properties.

22 190. All UPONOR PEX pipe is IAPMO listed to tolerate 180°F, a full 60° in excess of the 120°  
23 F used in residential properties.

24 191. Uponor PEX piping is specifically approved for hot water recirculation systems including  
25 timed, sensor-activated, self-activated or continuous hot-water circulation systems operating at  
26 temperatures up to and including 140° F.

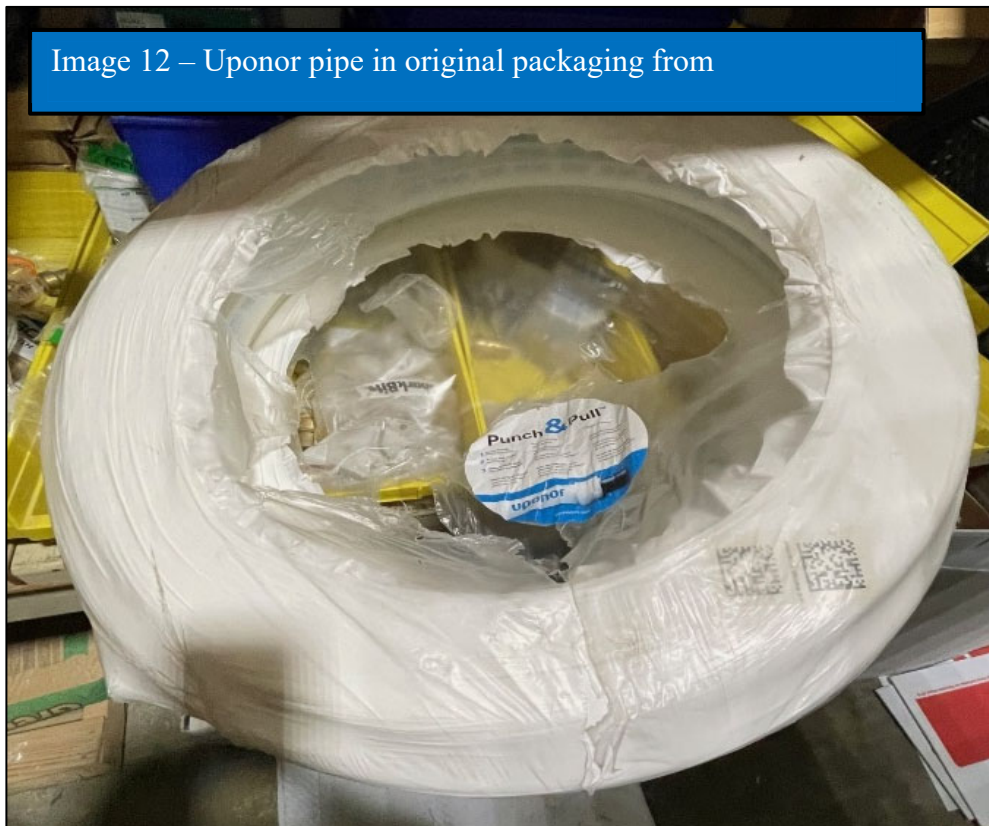
1 192. UPONOR represents in its Residential Plumbing Installation Guide that its PEX pipe is  
2 designed to tolerate excessive temperature and pressure capability in accordance with ASTM F876. This  
3 standard requires that UPONOR PEX pipe, maintain its integrity for a period of 720 hours (30 days) at  
4 210° F and 150 PSI.

5 193. UPONOR claims that, if installed as directed, UPONOR PEX pipe will withstand these  
6 conditions.

7 194. The water temperature of all residential properties is uniformly set at 120° or below with  
8 rare, if ever, irrelevant exceptions.

9 **IX. UPONOR PEX PIPE IS DESIGNED TO BEND AND BENDING THE PIPE DOES NOT**  
10 **CAUSE IT TO CRACK AND LEAK**

11 195. The UPONOR PEX pipe is flexible and designed to bend for ease of installation, and is  
12 advertised as such. Below is a photograph identified as Image 12 of a new roll of PEX pipe in the original  
13 UPONOR packaging from the manufacturing plant. The photograph demonstrates that the pipe is coiled  
14 like a garden hose and is designed, distributed and sold in this condition.



1 196. Furthermore, the pipe is designed to facilitate 90° bends. Below is a photograph identified  
2 as Image 13 of the UPONOR support for a 90° bend.



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14 197. The signature failures leading to cracks and leaks have nothing to do with purportedly  
15 overbending the pipe.

16 **X. THE UPONOR PEX PIPE DEFECT IS WIDESPREAD AND HAS RESULTED IN**  
17 **SIGNIFICANT LITIGATION**

18 198. Since at least 2021, UPONOR has been sued in several states across the United States for  
19 the defective UPONOR PEX pipe.

20 199. On information and belief, UPONOR has known for many years that the Class Pipe is  
21 defective. UPONOR has full knowledge of the defect, and of the risk to consumers of property damage  
22 and nonetheless continued to sell the Red and Blue pipe until 2021, and continues to sell the White pipe  
23 at this time.

24 200. On information and belief, UPONOR stopped selling the Red and Blue pipe because it  
25 was well aware that its patented flame treatment prior to the application of the coating compounded the  
26 defect, further predisposing the pipe to premature failure. UPONOR was aware of these issues long  
27 before it ceased selling the Red and Blue pipe.

1 201. UPONOR's decision to continue selling its PEX pipe demonstrates its continued and  
2 conscious disregard of its long-standing knowledge of the defect and reliable scientific evidence  
3 demonstrating the high probability of ongoing pipe failures causing resulting property damage and loss  
4 of use to consumers.

5 202. UPONOR has continued to accrue knowledge of the defect, and its serious consequences,  
6 over the course of many years. Indeed, UPONOR has known about, investigated, and litigated numerous  
7 cases to develop full knowledge of the defect, supported by internal investigation and testing both inside  
8 the company and with the use of outside laboratories. These lawsuits and claims have caused UPONOR  
9 to develop a clear factual foundation to know without question that there is a defect in the Class Pipe.

10 203. On information and belief, despite obvious signs of the known defect and associated risks,  
11 Uponor concealed claims and scientific findings of the defect in the Class Pipe from consumers,  
12 distributors, contractors, installers and building officials.

13 204. To date, Uponor has taken no serious corrective action to pay for the removal and  
14 replacement of the defective pipe or to address the defect or to otherwise notify its distributors, installers,  
15 building officials or consumers of the defect and high probability of failure.

16 205. On information and belief, UPONOR has insisted that there be confidentiality provisions  
17 in all settlement agreements.

18 **XI. UPONOR HAS FULL KNOWLEDGE ABOUT THOUSANDS OF REPORTED LEAKS**  
19 **IN THE CLASS PIPE**

20 206. Uponor has for many years been on notice of the defect in Uponor PEX pipe and the  
21 resulting property damage from not only lawsuits, but also consumer and installer reports of leaks.

22 207. On information and belief, thousands of pipe failures have been reported to UPONOR by  
23 installers and property owners who have informed UPONOR of cracked and failed UPONOR PEX pipe  
24 with resulting property damage.

25 208. On information and belief, UPONOR monitors these reports of pipe failures.

26 209. Moreover, in many of these reports of failed pipe, it is expressly clear that UPONOR was  
27 directly informed of and investigated the leaks in question. While UPONOR has had access to the full  
28

1 body of these complaints for many years, it has failed and continues to refuse to warn its property owners  
2 or its installers or distributors of the known defect or to reasonably disclose the defect that repeatedly and  
3 perniciously manifest in the Class Pipe.

4 210. The exact time when UPONOR became aware of the defect will be established through  
5 discovery.

6 **XII. CLASS ACTION ALLEGATIONS**

7 211. Plaintiffs bring this lawsuit as a class action on their own behalf, and on behalf of all other  
8 persons similarly situated, as members of the proposed putative Class pursuant to Federal Rules of Civil  
9 Procedure 23(a), (b)(2), and/or (b)(3), and/or (c)(4). Plaintiffs Chan, Vogelgesang, and Lising also bring  
10 this lawsuit as a class action on their own behalf, and on behalf of members of the proposed putative  
11 Nondisclosure Subclass under Rules 23(a), (b)(2), and/or (b)(3) and/or (c)(4). This action satisfies the  
12 numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those  
13 provisions. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs  
14 can prove the elements of the claims on a class-wide basis.

15 **A. The Class Definition**

16 212. The Putative Class consists of owners of residential property in California that contain or  
17 contained the UPONOR PEX Red, White and/or Blue piping manufactured and installed from 2010 to  
18 the present. Excluded from the Putative Class are:

19 a. Defendant's officers, directors and employees; Defendant's affiliates and  
20 affiliates' officers, directors, and employees; Defendant's distributors and distributors' officers, directors,  
21 and employees;

22 b. All developers of homes in which UPONOR PEX pipe;

23 c. All installers of UPONOR PEX pipe; and

24 d. Judicial officers and their immediate family members and associated court staff  
25 assigned to this case.

1 213. The Putative Nondisclosure Subclass consists of original purchaser owners of residential  
2 property in California that contain or contained the UPONOR PEX Red, White and/or Blue piping  
3 manufactured and installed from 2010 to the present.

4 214. For the avoidance of doubt, the Nondisclosure Subclass, in addition to those excluded  
5 from the Putative Class, also excludes owners who obtained their pipe as a subsequent purchaser of an  
6 existing home.

7 215. The UPONOR PEX pipe was typically sold by UPONOR to plumbing distributors who  
8 in turn sold to plumbers or contractors who purchased and installed the Uponor PEX pipe on behalf of  
9 Plaintiffs and the Putative Class.

10 216. The information presently available to Plaintiffs shows that UPONOR continued to  
11 manufacture and sell the defective White pipe from 2010 through the present and reveal that UPONOR  
12 sold Red and Blue pipe from 2010 to 2021, and discontinued the manufacture and sale of such defective  
13 Uponor PEX at that time.

14 217. The precise production period for the UPONOR Red, White and Blue PEX pipe is  
15 uniquely in the Defendant's hands, as only UPONOR possesses the information about the exact date of  
16 manufacture of the Uponor PEX pipe. UPONOR has further information that will demonstrate the  
17 presence of the defect in the UPONOR PEX pipe and when and how it was designed and manufactured.  
18 Plaintiffs and Putative Class members are unable to obtain precise information on their own from  
19 information publicly available.

20 **B. The Class and Subclass are The Class and Subclass Are Objectively Measurable**

21 218. The names of all distributors of the UPONOR PEX pipe are available through discovery.  
22 The names of all plumbers who purchased UPONOR PEX pipe from distributors are available through  
23 discovery. The names of Putative Class and Subclass members are available through discovery.

24 219. There are well known and Court-accepted notice plans that can identify and inform  
25 installers and consumers if they have the defective UPONOR PEX pipe and system.

26 220. In addition, the ability of a Putative Class or Subclass member to determine whether Class  
27 Pipe has been installed in a building is simple, with a very high degree of accuracy with no requirement  
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1 for destructive testing to the building. The Class Pipe is also date coded and thus, the date of manufacturer  
2 can be determined. This ease of determining whether a property has the Class Pipe is based on the  
3 following facts:

4 **a. All UPONOR PEX Pipe is Marked with the UPONOR Name.**

5 221. UPONOR PEX pipe is continuously labeled on the wall of all of its pipe. The markings  
6 are clear and easily readable. The UPC is adopted by the State of California and is uniformly applicated  
7 throughout the State of California. UPC section 301.2.1 requires that the name of the manufacturer be  
8 placed on the pipe. UPC Section 301.2.1 states:

9 **Each length of pipe and each pipe fitting, trap, fixture, material, and device**  
10 **used in a plumbing system shall have cast, stamped, or indelibly marked on**  
11 **it any markings required by the applicable referenced standards and listing**  
12 **agency, and the manufacturer's mark or name, which shall readily identify**  
13 **the manufacturer to the end user of the product.** Where required by the  
14 approved standard that applies, the product shall be marked with the weight and  
15 the quality of the product. Materials and devices used or entering into the  
16 construction of plumbing and drainage systems, or parts thereof shall be marked  
17 and identified in a manner satisfactory to the Authority Having Jurisdiction. Such  
18 marking shall be done by the manufacturer. Field markings shall not be acceptable.  
(emphasis added)

16 222. The UPONOR PEX system is not sold as pipe alone, but as a system which includes the  
17 pipe, fittings, and reinforcement rings which are sized and designed to be used only with UPONOR PEX  
18 pipe.

19 223. When the Class Pipe is installed in a building, all of the pipe, reinforcement rings and  
20 fittings will have been manufactured by UPONOR.

21 224. UPONOR's IAPMO Certificate of Listing requires that all the pipe be marked with the  
22 manufacturers name, size of pipe, code number identifying the compound and date of manufacture. The  
23 certificate of listing reads, in part, as follows:

24 **IDENTIFICATION:**

25 **The tubing shall be marked with the manufacturer's name or**  
26 **trademark, ASTM F877 PEX, nominal size, standard dimension**  
27 **ratio, and a code number identifying the compound and the date of**  
28 **manufacturer.** The fittings shall be marked with the manufacturers name

1 or trademark, pressure rating at 180 F and ASTM F877 or PEX when size  
2 permits.” (emphasis added)

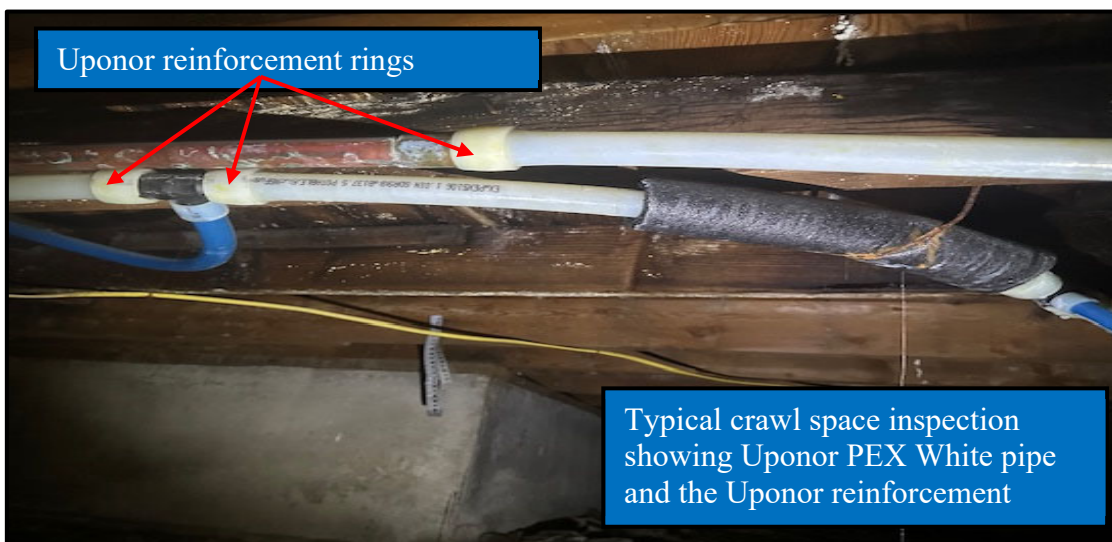
3 **b. UPONOR PEX Pipe and Reinforcement Rings Can Be Easily Identified In Attics**  
4 **And In The Area of The Raised Foundation.**

5 225. Residences are constructed in two manners, concrete slab on grade and raised foundations.  
6 In structures that are slab on grade, the Class Pipe is installed in the attics with drops into the wall cavities  
7 for the various plumbing fixtures. By looking into the attic, the Class Pipe is easily identified. If  
8 UPONOR PEX pipe is identified in the attic, then the entire PEX system will be UPONOR. This  
9 observation requires no repairs or destructive work.

10 226. If the building has a raised foundation, then the Uponor PEX pipe can also be identified  
11 in the crawl space. If one section of Class Pipe is identified, then all of the PEX pipe will be UPONOR.  
12 This observation requires no destructive work and requires no repairs.

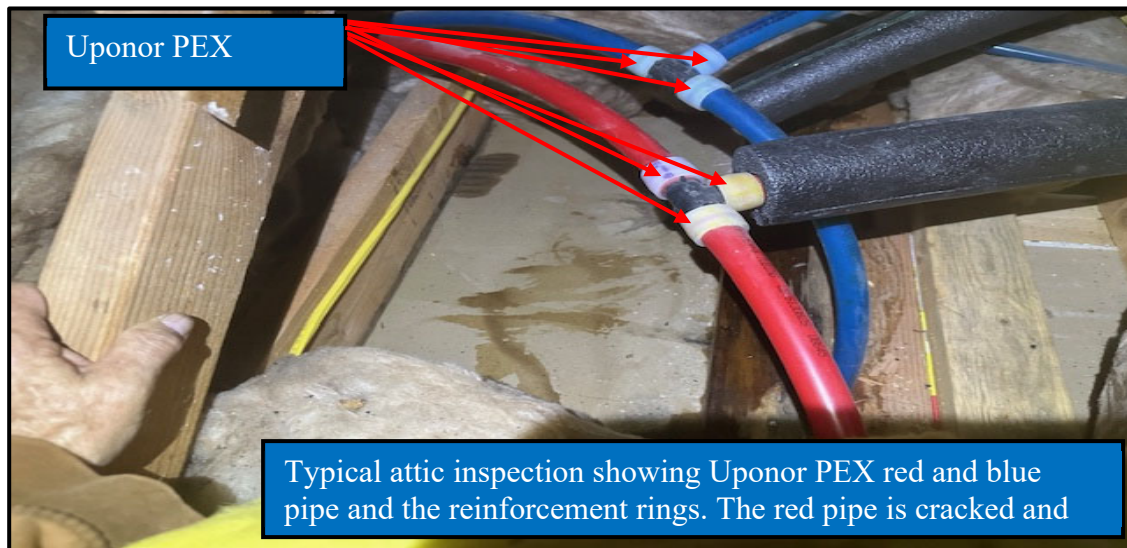
13 **c. UPONOR Reinforced Rings Are Easily Identified.**

14 227. UPONOR utilizes an UPONOR PEX reinforcement ring at all fitting connections. This  
15 reinforcement ring is unique to UPONOR and is easily identifiable. These reinforcement rings can also  
16 be identified under a sink or toilet. This observation requires no destructive work and requires no repairs.

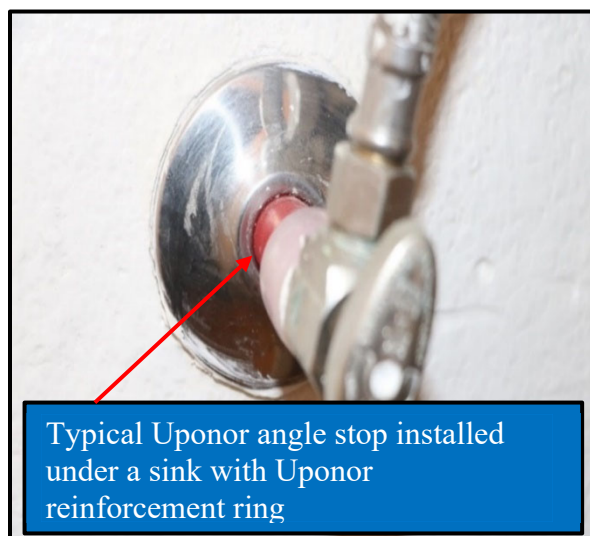


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10 228. If the installer plumbing contractor has used UPONOR they may have also used UPONOR  
11 angle stops. These angle stops have been available throughout the proposed class period and fasten  
12 directly to the Class Pipe tubing.

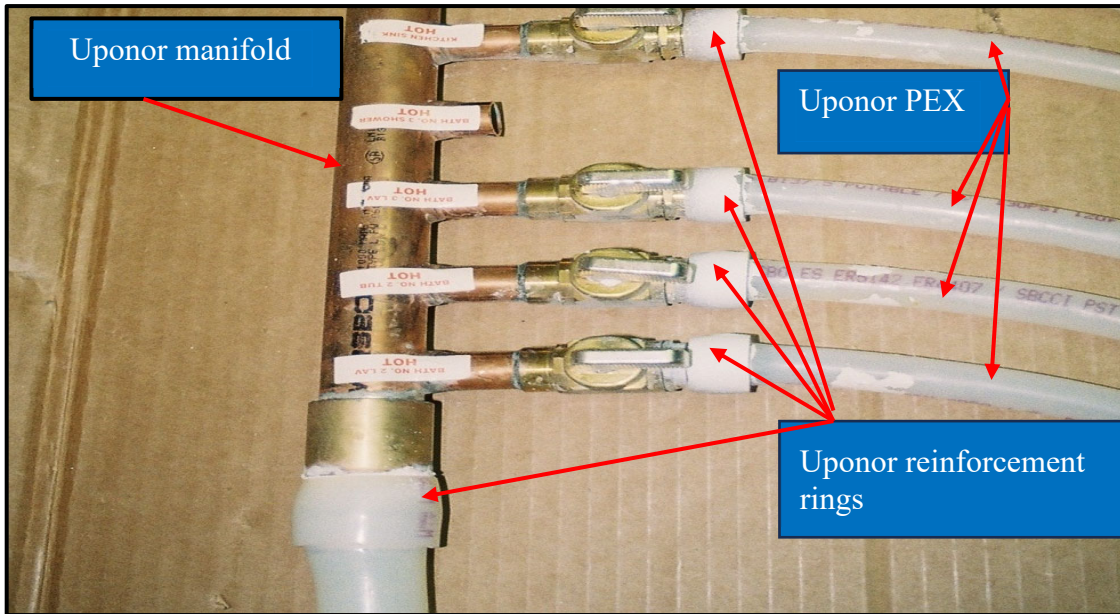


22 **d. Uponor Manifold**

23 229. A plumbing manifold is a central distribution point for water supply lines, allowing for  
24 individual shut-off valves and easy access for maintenance.

25 230. If the UPONOR system utilizes the UPONOR manifold system then identification of the  
26 UPONOR system can be easily accomplished because the manifolds are required to be accessible in order  
27 to be operated. Typically, an access panel door is opened and the tubing and stops are readily visible for  
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1 identification. Also, the manifolds are connected directly to the Uponor PEX pipe using the UPONOR  
2 reinforcement rings for the UPONOR cold-expansion fitting system.



13 **C. Numerosity: Federal Rule of Civil Procedure 23(a)(1)**

14 231. The members of the Putative Class and Subclass are so numerous and geographically  
15 dispersed that individual joinder of all Class members is impracticable. There are thousands of Putative  
16 Class and Subclass members in the state of California. The identities of the Putative Class and Subclass  
17 members may be ascertained as described above, and further from Defendant's records. Putative Class  
18 members may be notified of the pendency of this action by recognized, Court-approved notice  
19 dissemination methods.

20 **D. Commonality and Predominance: Federal Rule of Civil Procedure 23(a)(2) and**  
21 **23(b)(3)**

22 232. This action involves common questions of law and fact, which predominate over any  
23 questions affecting individual Putative Class members. These include, without limitation, the following:

- 24 a. Whether the Class Pipe is defective;
- 25 b. Whether at the time the Class Pipe left the control of Defendant, the UPONOR  
26 PEX pipe was defective in design or manufacture;
- 27 c. Whether Defendant failed to warn consumers that the Class Pipe that was  
28

1 manufactured between 2010 and the present is defective;

2 d. Whether the UPONOR PEX pipe is subject to premature failure, degradation,  
3 and/or deterioration;

4 e. Whether Defendant knew, or should have known, about the defect in its UPONOR  
5 PEX pipe, and, if so, how long it has or should have known about the defect;

6 f. Whether Defendant had a duty to disclose the defective nature of the Class Pipe to  
7 Plaintiffs and Putative Nondisclosure Subclass members;

8 g. Whether Defendant concealed the defect in the Class Pipe;

9 h. Whether Defendant's concealment of the defect in the Class Pipe caused Plaintiffs  
10 and Putative Nondisclosure Subclass members to act to their detriment by purchasing the Class Pipe;

11 i. Whether Defendant's concealments and omissions regarding the Class Pipe were  
12 material, in that a reasonable consumer could consider them important in purchasing, installing and using  
13 the Class Pipe;

14 j. Whether Defendant's conduct tolls any or all applicable limitations periods by acts  
15 of fraudulent concealment, application of the discovery rule, or equitable estoppel;

16 k. Whether Defendant engaged in unlawful or unfair acts and/or practices, in trade or  
17 commerce, by selling Class Pipe that was defective in design or manufacture;

18 l. Whether Defendant engaged in unlawful or unfair acts and/or practices, in trade or  
19 commerce, by selling Class Pipe that failed to comply with applicable standards governing plumbing  
20 pipe;

21 m. Whether Defendant engaged in unfair acts and/or practices, in trade or commerce,  
22 by failing to disclose to certification bodies that the Class Pipe contains a defect and does not comply  
23 with the applicable standards;

24 n. Whether Plaintiffs and the other Putative Class members are entitled to damages,  
25 including punitive damages, and other monetary or restitutionary relief and, if so, in what amount; and

26 o. Whether Plaintiffs and other Putative Class members are entitled to an order  
27 enjoining the Defendant from further distribution and sales practices with respect to the Class Pipe.

1 233. These and other common questions of law and fact predominate over any questions  
2 affecting solely individual members of the Putative Class and Subclass.

3 **E. Typicality: Federal Rule of Civil Procedure 23(a)(3)**

4 234. Plaintiffs' claims are typical of the claims of Putative Class and Subclass members whom  
5 they seek to represent under Fed. R. Civ. P. 23(a)(3), because Plaintiffs and each Putative Class and  
6 Subclass member own a residential property in which the defective Class Pipe was installed, or owned  
7 residential property in which failed UPONOR PEX pipe was removed and replaced, and were comparably  
8 injured through Defendant's wrongful conduct as described above. Plaintiffs and the other Putative Class  
9 and Subclass members suffered damages as a direct proximate result of the same wrongful practices by  
10 Defendant. Plaintiffs' claims arise from the same practices and courses of conduct that give rise to the  
11 claims of the other Putative Class and Subclass members. Plaintiffs' claims are based upon the same legal  
12 theories as the claims of the other Putative Class and Subclass members.

13 **F. Adequacy: Federal Rule of Civil Procedure 23(a)(4)**

14 235. Plaintiffs will fairly and adequately represent and protect the interests of the Putative Class  
15 and Subclass members as required by Fed. R. Civ. P. 23(a)(4). Plaintiffs' interests do not conflict with  
16 the interests of the Putative and Subclass Class members. Plaintiffs have retained counsel competent and  
17 experienced in complex class action litigation and consumer protection litigation. Plaintiffs intend to  
18 prosecute this action vigorously. Neither Plaintiffs nor their counsel have interests that conflict with the  
19 interests of the other Putative Class and Subclass members. Therefore, the interests of the Putative Class  
20 and Subclass members will be fairly and adequately protected.

21 **G. Superiority: Federal Rule of Civil Procedure 23(b)(3)**

22 236. A class action is superior to any other available means for the fair and efficient  
23 adjudication of this controversy, and no unusual difficulties are likely to be encountered in its  
24 management. The damages or other financial detriment suffered by Plaintiffs and the other Putative Class  
25 and Subclass members are relatively small compared to the burden and expense that would be required  
26 to individually litigate their claims against Defendant such that it would be impracticable for members of  
27 the Putative Class and Subclass to individually seek redress for Defendant's wrongful conduct.

1 237. Even if Putative Class and Subclass members could afford individual litigation, the court  
2 system could recognize the class procedural device as superior to individualized litigation. Individualized  
3 litigation creates a potential for inconsistent or contradictory judgments and increases the delay and  
4 expense to all parties and the court system. By contrast, the class action device presents far fewer  
5 management difficulties and provides the benefits of single adjudication, economy of scale, and  
6 comprehensive supervision by a single court.

7 **H. Class Certification is Appropriate Under Rules 23(b)(1), (b)(2), and/or (c)(4).**

8 238. Class certification is also appropriate under Rules 23(b)(1), (b)(2), and/or (c)(4) because:

- 9
- 10 • The prosecution of separate actions by the individual members of the Class would create  
11 a risk of inconsistent or varying adjudications establishing incompatible standards of  
12 conduct for UPONOR;
  - 13 • The prosecution of separate actions by individual Class Members would create a risk of  
14 adjudications that would, as a practical matter, be dispositive of the interests of other Class  
15 Members not parties to the adjudications, or would substantially impair or impede their  
16 ability to protect their interests;
  - 17 • UPONOR has acted or refused to act on grounds generally applicable to the Class, making  
18 injunctive and corresponding declaratory relief appropriate with respect to the Class as a  
19 whole; and
  - 20 • The claims of Class Members are comprised of common issues whose resolution in a class  
trial would materially advance this litigation.

21 **XIII. ANY APPLICABLE STATUTES OF LIMITATION ARE TOLLED**

22 239. Plaintiffs' claims and all Putative Class and Subclass members' claims are timely.

23 240. All applicable statutes of limitation and repose have been tolled by UPONOR's intentional  
24 concealment with respect to all claims against UPONOR and operation of the discovery rule.

25 241. Defendant actively and fraudulently concealed from the public including Plaintiffs and  
26 other Putative Class and Subclass members (i) the defect in the Class Pipe, (ii) Defendant's actions in  
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1 creating the defect, and (iii) the cause of Plaintiffs' and the Putative Class members' damages and injury  
2 in fact.

3 242. On information and belief, Defendant has known of the defect in the Class Pipe for many  
4 years, because UPONOR learned, through reports of failed pipe and internal testing, investigation and  
5 analysis that the Uponor PEX pipe was cracking and leaking including through its own books, records,  
6 and personnel. Nonetheless, UPONOR continued to manufacture and sell the defective Class Pipe.  
7 UPONOR obtained further knowledge of the risks of the Class Pipe defect from numerous consumer  
8 lawsuits, and consumers and installer claims relating to cracked and leaking Class Pipe, occurring in  
9 many locations throughout the United States, which provided additional and confirmatory notice to  
10 UPONOR of the Class Pipe defect.

11 243. UPONOR had a duty to disclose the Class Pipe defect to consumers because the defect  
12 affects the central functionality of the pipes and makes them unsuitable for use in homes and potentially  
13 dangerous to health. Instead, UPONOR knowingly, affirmatively, and actively concealed the defect from  
14 consumers by continuing to manufacture, distribute and sell the Class Pipe to installers who then sold  
15 Plaintiffs and the Putative Class and Subclass members; to advertise the efficacy of the Class Pipe;  
16 attributing pipe failures due to the defect to other causes or blaming consumers or plumbers; and to failing  
17 to notify Plaintiffs and Putative Class and Subclass members about the true nature of the defective Class  
18 Pipe.

19 244. As of the date of this Complaint, UPONOR still has not disclosed, and continues to  
20 conceal, that the Class Pipe is defective, and that the Class Pipe will continue to prematurely fail in the  
21 future. Despite its knowledge of the Class Pipe defect and its attendant risks, UPONOR continues to  
22 market the Class Pipe based on alleged superior quality and reliability while omitting the disclosure of  
23 the defect and reliability risks associated with the Class Pipe defect.

24 245. Defendant affirmatively concealed the injuries to Plaintiffs and other Putative Class and  
25 Subclass members by concealing that the Class Pipe has a defect that causes leaks and/or by failing to  
26 disclose material facts regarding the defect when Defendant had a duty to disclose such information to  
27 the Putative Class members who would be reasonably expected to have plumbing installed in their homes  
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1 or structures and/or to builders and plumbers who were reasonably expected to use such Class Pipe, based  
2 on (1) Defendant's superior and sole knowledge related to the defect, and (2) Defendant's continuous  
3 statements to the public, builders, building officials and plumbers about the quality of Class Pipe as set  
4 forth herein.

5 246. Between 2010 and the present, Defendant made public statements and publicly maintained  
6 that the Class Pipe was the highest quality PEX pipe available, that its cross chemical bonding process  
7 gave it superior characteristics, that Class Pipe has superior resistance to stress-crack corrosion and that  
8 Class Pipe will suffer no micro-cracking during expansion, and that consumers should trust Defendant to  
9 provide the highest quality UPONOR PEX pipe because the company has many years of industry  
10 experience and is an industry leader in the manufacture of UPONOR PEX pipe. These statements to the  
11 public were affirmative acts of concealment of the defect in the Class Pipe, of which Defendant was  
12 aware.

13 247. Defendant engaged in a scheme to cover up evidence of premature deterioration and  
14 failure of Class Pipe by occasionally providing reimbursement for spot repairs of the Class Pipe when  
15 leaks were reported and not notifying all potentially affected persons of such deterioration and  
16 progressive failure modalities of Class Pipe.

17 248. Between 2010 and the present, Defendant did not notify the public of the defect in the  
18 Class Pipe, but affirmatively conducted a plan to conceal claims of property owners. Defendant  
19 conducted a plan to continue making public statements about the Class Pipe being of highest quality, and  
20 to occasionally provide reimbursement for repairs of faulty and failed Class Pipe on a case-by-case basis  
21 when a failure was reported instead of notifying potential owners, builders, and plumbers of the defect in  
22 the Class Pipe.

23 249. Defendant's actions and statements concealed the fact of the defect in the Class Pipe and  
24 were intended by Defendant to exclude suspicion and prevent inquiry regarding the defect in the Class  
25 Pipe.

26 250. In addition, Plaintiffs and other Putative Class members could not have discovered the  
27 existence of the defect in UPONOR PEX piping until they retained counsel. The defect in the Class Pipe  
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1 is latent and the leaks manifest behind the walls and ceilings of the homes and other structures of Plaintiffs  
2 and other Putative Class and Subclass members.

3 251. Plaintiffs and members of the proposed Putative Class and Subclass thus had no reason to  
4 suspect that their Class Pipe is defective and could not have discovered the defect through the exercise  
5 of reasonable diligence.

6 252. Plaintiffs and other Putative Class and Subclass members did not discover, and did not  
7 know of, facts that would have caused a reasonable person to suspect that UPONOR did not report this  
8 material information within their knowledge to consumers, installers, or relevant authorities; nor would  
9 a reasonable and diligent investigation have disclosed that UPONOR was aware of the defective nature  
10 of the Class Pipe.

11 253. Due to the highly technical nature of the Class Pipe defect, Plaintiffs and Putative Class  
12 and Subclass members were unable to independently discover it using reasonable diligence. Absent  
13 counsel and retained consultants with relevant expertise, Plaintiffs and Putative Class members lack the  
14 necessary expertise to analyze the design and manufacturing methods of the Class Pipe, and to understand  
15 its defective nature.

16 254. UPONOR has not issued a recall or issued other similar public statements about the Class  
17 Pipe defect, and Plaintiffs first learned of the defective nature of the Class Pipe, and of UPONOR's  
18 scheme to design and sell defective Class Pipe, only after they had multiple failures and then in  
19 connection with retaining counsel and filing this lawsuit.

20 255. For the foregoing reasons, UPONOR is estopped from relying on any statutes of limitation  
21 or repose as a defense in this action.

22 **XIV. CAUSES OF ACTION**

23 256. Plaintiffs and the Putative Class and Subclass make no claim under any UPONOR Express  
24 Warranty and are not seeking relief provided for in the UPONOR Express Warranty.

25 257. Plaintiffs further state that, in any event, UPONOR's Express Warranty does not apply to  
26 them because it was never provided to them; that they were unaware of any Express Warranty; that they  
27 never agreed or assented to any Express Warranty with UPONOR; and that they have never made a claim  
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1 under the UPONOR Express Warranty and are not bound by the terms of any UPONOR Express  
2 Warranty.

3 258. Plaintiffs allege that they, and the Putative Class and Subclass members, are not assignees  
4 of any UPONOR Express Warranty, and that no rights pursuant to an UPONOR Express Warranty have  
5 ever been transferred to Plaintiffs or the Putative Class.

6 259. Plaintiffs and the Putative Class and Subclass are not seeking to enforce any rights as a  
7 third-party beneficiary, if any such rights exist.

8 **COUNT I:**

9 **VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW**

10 **(CAL. BUS. & PROF. CODE § 17200, ET SEQ.)**

11 260. Plaintiffs re-allege and incorporates by reference all preceding allegations as though fully  
12 set forth herein.

13 261. Plaintiffs bring this claim on behalf of themselves and the Putative Class against  
14 Defendant Uponor, Inc. under the unfair and unlawful prongs of the California Unfair Competition Law  
15 (“UCL”), Cal. Bus. & Prof. Code § 17200.

16 262. Plaintiffs Chan, Vogelgesang, and Lising bring this claim on behalf of themselves and the  
17 Putative Nondisclosure Subclass under the fraudulent prong of the UCL.

18 263. In the alternative to those claims seeking damages, Plaintiff and class members allege that  
19 there is no adequate remedy at law.

20 264. The UCL prohibits any “unlawful, unfair, or fraudulent business act or practices.”

21 265. Defendant, Plaintiffs, and Class members are “persons” within the meaning of the Cal.  
22 Bus. and Prof. Code § 17201.

23 266. Section 301.2 of the California Plumbing Code (“CPC”), codified at Cal. Code Regs., Tit.  
24 24, Part 5, requires that all Plumbing pipe “shall be free from defects.” Section 301.2 of the CPC also  
25 requires that all Plumbing pipe “shall be listed (third-party certified) by a listing agency as complying  
26 with the approved applicable recognized standards referenced in this code.” Section 17995 of the Health  
27

1 & Safety Code also prohibits violations of the State Building Standards Code, and the CPC is part of the  
2 Building Code.

3 **Fraud by Omission**

4 267. Plaintiffs Chan, Vogelgesang, and Lising bring this claim on their own behalf and on  
5 behalf of the Putative Nondisclosure Subclass.

6 268. Defendant's knowing and intentional conduct described in this Complaint constitutes  
7 fraudulent business acts and practices in violation of the UCL. Specifically, Defendant's conduct is  
8 fraudulent in at least the following ways:

9 a. by knowingly and intentionally concealing from Plaintiffs and California State  
10 Putative Nondisclosure Subclass members that the Class Pipe suffers from defects while obtaining money  
11 from Putative Nondisclosure Subclass members through the sale of the Class Pipe;

12 b. by marketing Class Pipe as possessing a functional, safe, and defect-free water  
13 supply system; and

14 c. by designing and manufacturing the Class Pipe to contain a defect that causes the  
15 Class Pipe to crack and leak and prematurely fail contrary to what was disclosed and represented to  
16 consumers through their installers who purchased Class Pipe, and failing to replace defective Class Pipe  
17 free of charge.

18 269. Defendant's omissions and concealment were material to Plaintiffs and Putative  
19 Nondisclosure Subclass members, and Defendant concealed, or failed to disclose the truth with the  
20 intention that consumers would rely on the concealment and omissions.

21 270. Defendant's failure to disclose the existence of the defect in the Class Pipes was fraudulent  
22 conduct. Defendant had a duty to disclose such information because Defendant had exclusive knowledge  
23 of material facts not known to or reasonably discoverable by Plaintiffs or Putative Nondisclosure Subclass  
24 members when they purchased their homes and made misleading partial representations regarding the  
25 quality of the Class Pipes.

26 271. The undisclosed defect is material because it affects the Class Pipe's central functionality  
27 and presents a potential safety hazard, including causing mold, bacteria, and damage to homes. A  
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1 reasonable person in Plaintiffs' or Putative Nondisclosure Subclass members' position would have  
2 behaved differently if he or she had been aware of it by either not purchasing their home, paying less for  
3 it, or asking that alternative piping be used in their home.

4 272. Plaintiffs and Putative Nondisclosure Subclass members suffered injury in fact and lost  
5 money or property as a result of Defendant's fraudulent conduct because they acted in reliance on an  
6 understanding created by the lack of disclosure of the defect. Defendant's nondisclosure was an  
7 immediate cause of Plaintiffs' and Putative Nondisclosure Subclass members' injury-producing conduct  
8 because, if the omitted information had been disclosed, they would have been aware of it and behaved  
9 differently.

10 273. Defendant failed to exercise reasonable care to bring the concealed information to the  
11 attention of Plaintiffs and Putative Nondisclosure Subclass members. As alleged above, it would have  
12 been feasible for Defendant to disseminate the information to Plaintiffs and Putative Nondisclosure  
13 Subclass members. If Defendant had disclosed the defect in the Class Pipes, Plaintiffs and Putative  
14 Nondisclosure Subclass members would have become aware of the information in the course of making  
15 their purchasing decision, and would have acted differently.

16 274. Defendant's omissions alleged herein caused Plaintiffs and the Putative Nondisclosure  
17 Subclass members to purchase homes in which the UPONOR PEX pipe was installed, without making it  
18 a condition of purchase that the Class Pipe be replaced, and to pay the prices they paid therefor. Absent  
19 those omissions, Plaintiffs and Putative Nondisclosure Subclass members would not have purchased  
20 homes containing Class Pipe, or would have paid less for their homes, or would have required that the  
21 Class Pipe be removed and replaced as a condition of purchase.

22 275. Accordingly, Plaintiffs and Putative Nondisclosure Subclass members have suffered  
23 injury in fact and lost money or property as a direct and proximate result of Defendant's omissions and  
24 concealment of and failure to disclose material information.

25 **Unlawful**

26 276. Plaintiffs bring this claim on their own behalf and on behalf of the Class.

27 277. Defendant has engaged in unlawful business acts and practices, in violation of the UCL,  
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1 as a result of its violations of the CPC, including section 301.2; Section 17995 of the Health & Safety  
2 Code; and the Consumers Legal Remedies Act.

3 278. As more fully described above, Defendant has violated section 301.2 of the California  
4 Plumbing Code by selling Class Pipe which suffers from a defect. In addition, Defendant has separately  
5 violated section 301.2 by selling Class Pipe that is listed as being compliant with the ASTM 876 standard  
6 governing PEX pipe, even though the Class Pipe violates this standard, including because it is not  
7 homogeneous or consistent throughout. Health & Safety Code Section 17995 makes it a misdemeanor to  
8 violate “building standards published in the State Building Standards Code[.]”

9 **Unfair**

10 279. Plaintiffs bring this claim on their own behalf and on behalf of the Class.

11 280. Defendant also committed unfair business acts and practices by knowingly selling Class  
12 Pipe that is manufactured and/or designed such that it contains a defect that causes the Class Pipe to  
13 crack, leak, and prematurely fail. Defendant has further engaged in unfair business acts and practices by  
14 selling Class Pipe that fails to comply with the requirements of the California Plumbing Code and ASTM  
15 876 standard. Defendant has further engaged in unfair business acts and practices by failing to disclose  
16 to certification bodies, including IAMPO, that the Class Pipe contains a defect and does not comply with  
17 the applicable standards.

18 281. Defendant’s conduct is unfair in violation of the UCL because it knowingly violates  
19 California’s public policy against selling plumbing products that are not free from defects and which fail  
20 to comply with the requirements of the California Plumbing Code and applicable plumbing standards,  
21 such as ASTM 876. See Cal. Code Regs. Tit. 24, Part 5; Cal. Health & Safety Code § 17995.

22 282. Defendant, through its conduct, wrongfully obtained money from Plaintiffs and Class  
23 members through the sale of the Class Pipe.

24 283. Defendant’s conduct of deliberately selling defective PEX piping and/or failing to disclose  
25 to certification bodies that its PEX pipe is defective and does not meet industry standards is substantially  
26 injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous  
27 as the gravity of the conduct outweighs any alleged benefits attributable to such conduct.

1 284. There were reasonably available alternatives to further Defendant’s legitimate business  
2 interests, other than the conduct described herein as noted above, including disclosing the existence of  
3 the defect or selling different and defective-free PEX piping.

4 285. Plaintiff and Class Members suffered a substantial injury by virtue of purchasing Uponor  
5 PEX or purchasing homes in which Uponor PEX was installed that they would not have purchased, or  
6 would not have purchased at the same price, absent Defendant’s unlawful and unfair conduct.

7 286. There is no benefit to consumers or competition from the sale of Uponor PEX pipe that is  
8 defective and/or that fails to comply with the established standards for plumbing pipe such that it cracks,  
9 leaks, and prematurely fails.

10 287. Plaintiff and the other Class Members had no reasonable way of knowing that the Uponor  
11 PEX that they purchased or that was installed in their homes was defective and/or failed to comply with  
12 the established standards for plumbing pipe. Thus, they could not have reasonably avoided the injury  
13 each of them suffered.

14 288. The gravity of the consequences of Defendant’s conduct as described outweighs any  
15 justification, motive, or reason therefore, particularly considering the available legal alternatives which  
16 exist in the marketplace, and such conduct is immoral, unethical, unscrupulous, offends established  
17 public policy, or is substantially injurious to Plaintiff and the other Class Members.

18 289. Accordingly, Plaintiffs and Class members have suffered injury in fact and lost money or  
19 property as a direct and proximate result of Defendant’s unlawful and unfair acts as described above.

20 \* \* \*

21 290. Plaintiffs, Class and Subclass members lack an adequate remedy at law to recover the  
22 amounts that Defendant received from its UCL violations to the extent it is determined that Plaintiff and  
23 Class members did not have a legal entitlement to damages. In such a scenario, Plaintiff and Class  
24 members would still have an equitable entitlement to recover the amounts Defendant received given that  
25 Plaintiff and Class members conferred a benefit on Defendant by paying money for Uponor PEX (or  
26 paying money for homes in which Uponor PEX was installed), which they allege was defective and/or  
27 failed to comply with applicable standards governing plumbing pipe. Fairness dictates that Plaintiff and  
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1 Class members are entitled to restitution for these purchases; and it would be inequitable for Defendant  
2 to retain the amounts earned from Plaintiff and Class members' purchases.

3 291. Plaintiffs request that this Court enter an order enjoining Defendant from continuing its  
4 fraudulent, unfair and unlawful practices, and restoring to Plaintiffs and Class members any money  
5 Defendant acquired by unfair competition, including restitution and/or restitutionary disgorgement, as  
6 provided in Cal. Bus. & Prof. Code § 17203, and for such other relief set forth below.

7 **COUNT II:**

8 **VIOLATION OF CALIFORNIA CONSUMERS LEGAL REMEDIES ACT**

9 **(CAL. CIV. CODE § 1750, ET SEQ.)**

10 292. Plaintiffs re-allege and incorporate by reference all preceding allegations as though fully  
11 set forth herein.

12 293. Plaintiffs Chan, Vogelgesang, and Lising bring this claim on behalf of themselves and the  
13 Putative Nondisclosure Subclass against the Defendant.

14 294. Plaintiffs and Putative Subclass members are "consumers" within the meaning of Cal. Civ.  
15 Code § 1761(d).

16 295. Defendant, Plaintiffs, and Putative Subclass members are "persons" within the meaning  
17 of Cal. Civ. Code § 1761(c).

18 296. The Class Pipe are "goods" within the meaning of Cal. Civ. Code § 1761(a).

19 297. The California Consumers Legal Remedies Act ("CLRA") prohibits "unfair methods of  
20 competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended  
21 to result or that results in the sale or lease of goods or services to any consumer[.]" Cal. Civ. Code §  
22 1770.

23 298. Defendant engaged in unfair or deceptive acts or practices when, in the course of their  
24 business they, among other acts and practices, intentionally and knowingly omitted material facts  
25 regarding the reliability and performance of the Class Pipe and existence of the defect as detailed above.

26 299. Specifically, by failing to disclose and actively concealing the risk of premature failure  
27 posed by the Class Pipe, Defendant engaged in one or more of unfair or deceptive business practices as  
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1 defined in Cal. Civ. Code § 1770(a) (9) and (16). In the various channels of information through which  
2 Defendant sold and marketed Class Pipe, Defendant failed to disclose material information concerning  
3 the Class Pipe, which they had a duty to disclose. Defendant had a duty to disclose the defects because,  
4 as detailed above: (a) Defendant knew about the defects in the Class Pipe; (b) Defendant had exclusive  
5 knowledge of material facts not known to the general public or the other Putative Nondisclosure Subclass  
6 members; (c) Defendant actively concealed material facts concerning the Class Pipe defects from the  
7 general public, Plaintiffs and Putative Nondisclosure Subclass members; and (d) made misleading partial  
8 representations about the quality of the Class Pipe.

9 300. Defendant's unfair or deceptive acts or practices, including its concealments, omissions,  
10 and/or suppressions of material facts, had a tendency or capacity to mislead and create a false impression  
11 in consumers, and were likely to and did in fact deceive reasonable consumers, including Plaintiffs and  
12 Putative Nondisclosure Subclass members, about the reliability of Class Pipe, the quality of the Class  
13 Pipe, and the true value of the Class Pipe.

14 301. The undisclosed defect is material because it affects the Class Pipe's central functionality,  
15 presents a safety hazard, and a reasonable person in Plaintiffs' or California State Putative Nondisclosure  
16 Subclass members' position would have behaved differently if he or she had been aware of it.

17 302. Plaintiffs and Putative Nondisclosure Subclass members were harmed by Defendant's  
18 unfair and deceptive conduct because they acted in reliance on an understanding created by the lack of  
19 disclosure of the defect. Defendant's nondisclosure was an immediate cause of Plaintiffs' and Putative  
20 Nondisclosure Subclass members' injury-producing conduct because, if the omitted information had been  
21 disclosed, they would have been aware of it and behaved differently.

22 303. Defendant failed to exercise reasonable care to bring the concealed information to the  
23 attention of Plaintiffs and Putative Nondisclosure Subclass members. It would have been feasible for  
24 Defendant to disseminate the information to Plaintiffs and California State Putative Nondisclosure  
25 Subclass members. If Defendant had disclosed the defect in the Class Pipes, Plaintiffs and California  
26 State Putative Nondisclosure Subclass members would have become aware of the information in the  
27 course of making their purchasing decision, and would have acted differently.

1           304. Defendant’s omissions alleged herein caused Plaintiffs and the Putative Nondisclosure  
2 Subclass members to purchase homes in which the UPONOR PEX pipe was installed, without making it  
3 a condition of purchase that the Class Pipe be replaced, and to pay the prices they paid therefor. Absent  
4 those omissions, Plaintiffs and California State Putative Nondisclosure Subclass members would not  
5 have purchased homes containing Class Pipe, or would have paid less for their homes, or would have  
6 required that the Class Pipe be removed and replaced as a condition of purchase.

7           305. As a direct result, Plaintiffs and the other Putative Nondisclosure Subclass members have  
8 suffered injury in fact and actual damages resulting from Defendant’s material omissions.

9           306. Plaintiff Chan has experienced approximately 14 leaks in the Uponor PEX pipe installed  
10 in his home. Mr. Chan has paid approximately \$12,000 out-of-pocket expenses to repair property damage  
11 to walls, floors, ceilings, insulation and paint. In order to mitigate against further property damage, it was  
12 necessary for Mr. Chan to remove and replace all of the Uponor PEX pipe in his home at a cost of  
13 approximately \$2,000.

14           307. In Plaintiff Vogelgesang’s home, the defective UPONOR PEX pipe has failed on two  
15 separate occasions. Mr. Vogelgesang paid substantial amounts to repair the leaks in his home. Plaintiff  
16 Vogelgesang will spend an estimated additional \$20,000 to remove and replace the defective UPONOR  
17 PEX pipe, including the repair of drywall, insulation and painting.

18           308. Plaintiff Lising has had several failures in the UPONOR PEX pipe installed in her home.  
19 To date she has incurred approximately \$7,750 to remove and replace the defective UPONOR PEX pipe  
20 and approximately \$3,000 to repair resulting property damage to walls, ceilings, insulation and paint.

21           309. Defendant’s violations present a continuing risk of further property damage and safety  
22 risks to Plaintiffs and Putative Nondisclosure Subclass members, as well as to the general public, and  
23 therefore affect the public interest.

24           310. Defendant is on notice of the issues raised in this count and this Complaint by way of,  
25 among other things, litigation and hundreds if not thousands of public consumer reports of failed pipe  
26 detailed above, as well as its own intrinsic knowledge of defects it has included in the Class Pipe by  
27 design.

1 311. Plaintiffs Chan, Vogelgesang, and Lising sent letters notifying Defendants in accordance  
2 with Cal. Civ. Code § 1782(a) of the CLRA, notifying Defendant of its alleged violations of Cal. Civ.  
3 Code § 1770(a) and demanding that Defendant correct or agree to correct the actions described therein  
4 within thirty (30) days of the notice letter on the following dates:

5 Chan: August 8, 2025

6 Vogelgesang: July 25, 2025

7 Lising: August 8, 2025

8 312. UPONOR failed to correct its business practices or provide the requested relief within 30  
9 days. Accordingly, Plaintiffs now seek monetary damages under the CLRA.

10 313. Plaintiffs were injured by UPONOR's CLRA violations. As a result, Plaintiffs are entitled  
11 to actual damages, in an amount to be proven at trial, reasonable attorneys' fees and costs, declaratory  
12 relief, and punitive damages.

13 314. Attached hereto and filed concurrently herewith as **Exhibits A through C** are Plaintiffs'  
14 venue affidavits required by CLRA, Cal. Civ. Code § 1780(d).

15 **COUNT III:**

16 **FRAUD BY CONCEALMENT**

17 315. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth  
18 herein.

19 316. Plaintiffs Chan, Vogelgesang, and Lising bring this claim against Defendant on behalf of  
20 themselves and the Putative Nondisclosure Subclass under the common law of fraudulent concealment.

21 317. Defendant is liable for both fraudulent concealment and non-disclosure. See, e.g.,  
22 Restatement (Second) of Torts §§ 550-51 (1977).

23 318. Defendant intentionally and knowingly concealed and suppressed material facts from  
24 consumers regarding the Class Pipe defects causing a serious risk of property damage.

25 319. A reasonable consumer would not have expected that the Class Pipe contained a defect  
26 that would cause premature cracking and leaking. Defendant knew that reasonable consumers expected  
27 that their Class Pipe would be without defects and would rely on those facts in deciding whether to  
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1 purchase and install the Class Pipe. Whether a manufacturer's products are reliable and whether that  
2 manufacturer stands behind its products are material concerns to a consumer.

3 320. Defendant ensured that Plaintiffs and the Putative Nondisclosure Subclass did not  
4 discover this information by actively concealing the true nature of the Class Pipe defect. Defendant  
5 intended for Plaintiffs and the Putative Nondisclosure Subclass to rely on their omissions—which they  
6 did by purchasing homes in which the Uponor PEX pipe was installed, without making it a condition of  
7 purchase that the Class Pipe be replaced, and paying the prices they paid therefor.

8 321. Defendant had a duty to disclose the Class Pipe defect because it had superior knowledge  
9 of the defect and made misleading partial representations about the quality of the Class Pipe.

10 322. The omitted and concealed facts were material because a reasonable person would find  
11 them important in purchasing a home containing Class Pipe, and because they affect the Class Pipe's  
12 central functionality and safety of the homes they are placed in, and directly impact the value and  
13 reliability of the Class Pipe, and a reasonable person in Plaintiffs' or California State Putative  
14 Nondisclosure Subclass members' position would have behaved differently if he or she had been aware  
15 of it.

16 323. Defendant actively concealed or suppressed these material facts, in whole or in part, to  
17 maintain a market for their Class Pipe, to protect profits, and to avoid costly recalls that would hurt the  
18 UPONOR brand's image and reduce profits. It did so at the expense of Plaintiffs and the Putative  
19 Nondisclosure Subclass. Had they been aware of the defects in the Class Pipe, and Defendant's callous  
20 and conscious disregard for safety and risk of property damage, Plaintiffs and the Putative Nondisclosure  
21 Subclass would not have purchased homes containing the Class Pipe, or would have paid less for their  
22 homes, or would have required that the Class Pipe be removed and replaced as a condition of purchase.

23 324. Defendant failed to exercise reasonable care to bring the concealed information to the  
24 attention of Plaintiffs and Putative Nondisclosure Subclass members. It would have been feasible for  
25 Defendant to disseminate the information to Plaintiffs and Putative Nondisclosure Subclass members. If  
26 Defendant had disclosed the defect in the Class Pipes, Plaintiffs and Putative Nondisclosure Subclass  
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1 members would have become aware of the information in the course of making their purchasing decision,  
2 and would have acted differently.

3 325. Defendant's omissions alleged herein caused Plaintiffs and the Putative Nondisclosure  
4 Subclass members to purchase homes in which the UPONOR PEX pipe was installed, without making it  
5 a condition of purchase that the Class Pipe be replaced, and to pay the prices they paid therefor. Absent  
6 Defendant's omissions, Plaintiffs and Putative Nondisclosure Subclass members would not have  
7 purchased homes containing Class Pipe, or would have paid less for their homes, or would have required  
8 that the Class Pipe be removed and replaced as a condition of purchase. Defendant's nondisclosure was  
9 a direct cause of damages to Plaintiffs and Putative Nondisclosure Subclass members because, if the  
10 omitted information had been disclosed, they would have been aware of it and behaved differently.

11 326. Accordingly, Defendant is liable to Plaintiffs and the Putative Nondisclosure Subclass for  
12 their damages in an amount to be proven at trial, including, but not limited to, their lost overpayment for  
13 the Class Pipe at the time of purchase and/or the cost of replacing all Class Pipe in their property.

14 327. Defendant's acts were done maliciously, oppressively, deliberately, with intent to defraud;  
15 in reckless disregard of Plaintiffs' and the Putative Nondisclosure Subclass's rights and well-being; and  
16 to enrich themselves. Its misconduct warrants an assessment of punitive damages in an amount sufficient  
17 to deter such conduct in the future, which amount shall be determined according to proof at trial.

18 **COUNT IV:**

19 **NEGLIGENCE**

20 328. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth  
21 herein.

22 329. Defendant owed Plaintiffs and the other members of the Putative Class a duty to exercise  
23 reasonable and ordinary care in the testing, design, manufacture, distribution, advertising/marketing,  
24 and/or sale of the UPONOR PEX pipe.

25 330. Defendant negligently, carelessly, tortiously, and/or wrongfully failed to use reasonable  
26 care in the testing, design, manufacture, distribution, advertising/marketing, and/or sale of the UPONOR  
27

1 PEX pipe in the homes and other structures owned by Plaintiffs and the other members of the Putative  
2 Class.

3 331. Defendant knew or should have known that owners of homes and other structures with  
4 UPONOR PEX pipe, including Plaintiffs' and the other members of the Putative Class, would be  
5 substantially damaged thereby, as alleged herein.

6 332. The use of UPONOR PEX pipe has resulted in or will result in foreseeable property  
7 damage as alleged herein which damages include costs to repair damages to the homes, and other  
8 structures of Plaintiffs and the Putative Class caused by leaks, and the cost to remove and replace the  
9 defective UPONOR PEX pipe.

10 333. Defendant was under a duty to exercise ordinary care to avoid reasonably foreseeable  
11 injury to purchasers of UPONOR PEX pipe and purchasers of homes and other structures, and knew or  
12 should have foreseen with reasonable certainty that purchasers and/or end users would suffer the damages  
13 set forth herein if Defendant failed to perform its duty to cause the UPONOR PEX pipe to be tested,  
14 designed, manufactured, distributed, advertised/marketed, and/or sold in a non-defective manner.

15 334. Defendant failed and neglected to properly test, design, manufacture, distribute,  
16 advertise/market, and/or sell UPONOR PEX pipe in that Defendant so negligently, carelessly and in an  
17 unworkmanlike manner performed the aforesaid work such that UPONOR PEX pipe was tested,  
18 designed, manufactured, distributed, advertised/marketed, and/or sold improperly, negligently, carelessly  
19 and/or in a defective and unworkmanlike manner.

20 335. Plaintiffs and the other members of the Putative Class are lay people and lack the  
21 knowledge, understanding, and ability to understand whether the lines and components of the plumbing  
22 systems have any defects. Plaintiffs and the other members of the Putative Class lack any reasonable  
23 ability to test the UPONOR PEX pipe to know whether a defect exists.

24 336. Defendant's negligence is a substantial factor in causing the damages as alleged herein.

25 337. As a direct and proximate result of the conduct described herein, Plaintiffs and the  
26 members of the Putative Class have suffered damages, including damages to property other than the  
27 UPONOR PEX pipe, in an amount precisely unknown, and according to proof at trial.

1 338. As a direct and proximate result of Defendant's negligence, carelessness, and breaches of  
2 its duty of reasonable and ordinary care, Plaintiffs and the Putative Class have been caused to suffer  
3 losses and damages, including damage to their homes due to leakage from the defective UPONOR PEX  
4 pipe and the cost of removal and replacement of the defective UPONOR PEX pipe and other incidental  
5 and consequential expenses associated with the failure of UPONOR PEX pipe, all of which damages  
6 were foreseeable by Defendant.

7 **COUNT V:**

8 **STRICT PRODUCT LIABILITY**

9 339. Plaintiffs re-allege and incorporate by reference all paragraphs as though fully set forth  
10 herein.

11 340. At all times material to this action, Defendant was engaged in the process of designing,  
12 engineering, developing, testing, approving, manufacturing, fabricating, equipping, inspecting, repairing,  
13 labeling, advertising, promoting, marketing, distributing, selling, and supplying UPONOR PEX pipe in  
14 California.

15 341. At the time the UPONOR PEX pipe left the control of Defendant, it was defective in  
16 design and manufacture and unreasonably defective and dangerous to Plaintiffs and the other members  
17 of the Putative Class who might reasonably be expected to use it in the plumbing systems in their homes  
18 and other structures. The defect includes, but is not limited to, the conditions described hereinabove.

19 342. The UPONOR PEX pipe was expected by Defendant to reach, and did reach, property  
20 owners/end users without substantial change in the condition in which it was placed on the market and  
21 was expected to be installed in the homes and other structures of Plaintiffs and other members of the  
22 Putative Class.

23 343. Defendant, as the designer and manufacturer of UPONOR PEX pipe, is held to the level  
24 of knowledge of an expert in the field of the design and manufacture of UPONOR PEX pipe including  
25 any cracking, microcracking, oxidative degradation, deterioration, weakening, failure or leaks caused by  
26 a furnace/flame treatment and/or the application of coatings and adhesives to the UPONOR PEX pipe,  
27 and failure of the fitting installation design system.

1 344. Plaintiffs and the other members of the Putative Class were persons who would be  
2 expected to use UPONOR PEX pipe in the potable water system in their homes and other structures.

3 345. The defect in the UPONOR PEX pipe used in the homes and other structures of Plaintiffs  
4 and the other members of the Putative Class were a direct and proximate cause of the damages alleged  
5 herein sustained by Plaintiffs and the members of the Putative Class.

6 346. Defendant is strictly liable to Plaintiffs and the Putative Class for the damages alleged  
7 herein caused by the defect and inadequacies in the design, manufacture and sale of UPONOR PEX pipe.

8 **XV. PRAYER FOR RELIEF**

9 Plaintiffs, on behalf of themselves and all others similarly situated, request for the Court to enter  
10 judgment against the Defendant, as follows:

- 11 a. An order certifying the proposed Putative Class, designating Plaintiffs as the  
12 named representatives of the Putative Class, designating Class Counsel, and  
13 making such further orders for the protection of Putative Class members as the  
14 Court deems appropriate, under Fed. R. Civ. P. 23;
- 15 b. An award to Plaintiffs and Putative Class members of costs, restitution,  
16 compensatory damages, out-of-pocket costs, damages, and punitive and  
17 exemplary damages under applicable law; and disgorgement, in an amount to be  
18 determined at trial;
- 19 c. An order enjoining the Defendant to desist from further unlawful and unfair sales  
20 practices with respect to the Class Pipe and such other injunctive relief that the  
21 Court deems just and proper;
- 22 d. A declaration that Defendant is financially responsible for all Putative Class notice  
23 and the administration of Putative Class relief;
- 24 e. An award all costs of suit, costs of notice, forensic investigation and analysis costs,  
25 and fees of experts, including engineering, design, formulation, PEX, testing, and  
26 construction experts;
- 27 f. An award of costs and attorneys' fees, as allowed by law;
- 28

- 1 g. An order requiring Defendant to pay both pre-judgment and post-judgment  
2 interest on any amounts awarded.
- 3 h. Leave to amend this Complaint to conform to the evidence produced during  
4 discovery or at trial; and
- 5 i. Such other or further relief as the Court may deem appropriate, just, and equitable  
6 under the circumstances.

7 **XVI. DEMAND FOR JURY TRIAL**

8 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of any and all  
9 issues in this action triable by a jury.

10  
11 Dated: May 12, 2026

Respectfully submitted,

12 By: /s/ Adam E. Polk

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*RONELLI QUADRA LISING, on behalf*  
*of themselves and all others similarly*  
*situated*

# EXHIBIT A

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17 Attorneys for Plaintiff ORVILLE VOGELGESANG,  
18 on behalf of himself and all others similarly situated

19 **UNITED STATES DISTRICT COURT**  
20 **EASTERN DISTRICT OF CALIFORNIA**

21 ORVILLE VOGELGESANG, on  
22 behalf of himself and all others  
23 similarly situated,

24 Plaintiffs,

25 vs.

26 UPONOR, INC; and DOES 1 through  
27 100, inclusive, whose true names are  
28 unknown,

Defendants.

Case No.

**CLRA VENUE DECLARATION OF  
ORVILLE VOGELGESANG  
PURSUANT TO CALIFORNIA  
CIVIL CODE SECTION 1780(d)**

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I, ORVILLE VOGELGESANG, declare as follows:

1. I have personal knowledge of the facts stated herein and, if called upon to do so, could competently testify thereto.

2. I am a Plaintiff in the above-captioned action.

3. My residence is 5278 Shumway Place, Fairfield, California 94533, Solano County, which is located within the jurisdiction of this Court.

4. I submit this declaration in support of the Complaint in this case, which is based in part on violations of the Consumers Legal Remedies Act, California Civil Code section 1750 *et seq.*

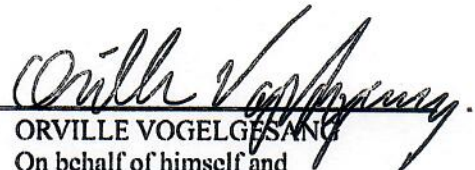
5. I understand that UPONOR, INC. has its principal place of business and generally conduct business in Apple Valley, Minnesota.

6. The Complaint has been filed in the proper place for trial of this action.

7. Based on the above facts, I respectfully request that this Court find proper venue for this action in Solano County.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge.

Executed on July 22, 2025 in Fairfield, California.

By:   
ORVILLE VOGELGESANG  
On behalf of himself and  
all others similarly situated

# EXHIBIT B

1 David M. Birka-White (SBN 85721)

2 [dbw@birka-white.com](mailto:dbw@birka-white.com)

3 **BIRKA-WHITE LAW OFFICES**

4 178 E. Prospect Avenue

5 Danville, California 94526

6 (925) 362-9999 (tel.)

7 (925) 362-9970 (fax)

8 Attorneys for Plaintiffs

9 [*Additional counsel listed below*]

10 **UNITED STATES DISTRICT COURT**  
11 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

12 LARRY BINKLEY, GERALD CHAN,  
13 ORVILLE VOGELGESANG AND  
14 RONELLI QUADRA LISING, on  
15 behalf of themselves and all others  
16 similarly situated,

17 Plaintiffs,

18 vs.

19 UPONOR, INC.; and DOES 1 through  
20 100, inclusive, whose true names are  
21 unknown,

22 Defendants.

Case No.:

**CLASS ACTION**

**CLRA VENUE DECLARATION OF  
GERALD CHAN PURSUANT TO  
CALIFORNIA CIVIL CODE  
SECTION 1780(d)**

**DEMAND FOR JURY TRIAL**

23 I, Gerald Chan, hereby declare and state as follows:

24 1. I am over the age of 18 and a Plaintiff in this action. The facts contained  
25 in this declaration are based on my personal knowledge and information that I have  
26 gathered and that is available to me, and if called upon to do so, I could and would  
27 testify to the matters stated herein.  
28

1           2.     I make this affidavit as required by California Civil Code section  
2 1780(d).

3           3.     The complaint in this action is filed in the proper place for trial of this  
4 action because a substantial portion of the events, acts, misrepresentations, and  
5 omissions that are subject to the claims in this matter occurred in this district.

6           I declare under penalty of perjury under the laws of the United States that the  
7 foregoing is true and correct.

8

9 Executed on 8/25/2025.

10

DocuSigned by:  
  
24B93737F4CC460...

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Gerald Chan

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# EXHIBIT C

1 David M. Birka-White (SBN 85721)  
2 [dbw@birka-white.com](mailto:dbw@birka-white.com)

3 **BIRKA-WHITE LAW OFFICES**

4 178 E. Prospect Avenue  
5 Danville, California 94526  
6 (925) 362-9999 (tel.)  
7 (925) 362-9970 (fax)

8 Attorneys for Plaintiffs

9 [*Additional counsel listed below*]

10 **UNITED STATES DISTRICT COURT**  
11 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

12 LARRY BINKLEY, GERALD CHAN,  
13 ORVILLE VOGELGESANG AND  
14 RONELLI QUADRA LISING, on  
15 behalf of themselves and all others  
16 similarly situated,

17 Plaintiffs,

18 vs.

19 UPONOR, INC.; and DOES 1 through  
20 100, inclusive, whose true names are  
21 unknown,

22 Defendants.

Case No.:  
**CLASS ACTION**

**CLRA VENUE DECLARATION OF  
RONELLI QUADRA LISING  
PURSUANT TO CALIFORNIA CIVIL  
CODE SECTION 1780(d)**

**DEMAND FOR JURY TRIAL**

23 I, Ronelli Quadra Lising, hereby declare and state as follows:

24 1. I am over the age of 18 and a Plaintiff in this action. The facts contained  
25 in this declaration are based on my personal knowledge and information that I have  
26 gathered and that is available to me, and if called upon to do so, I could and would  
27 testify to the matters stated herein.

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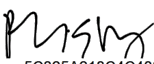
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2. I make this affidavit as required by California Civil Code section 1780(d).

3. The complaint in this action is filed in the proper place for trial of this action because a substantial portion of the events, acts, misrepresentations, and omissions that are subject to the claims in this matter occurred in this district.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on 8/22/2025.

DocuSigned by:  
  
5C325A248C4G488...

Ronelli Quadra Lising