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Shirley M. Augustine
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10 *Attorneys for Plaintiffs*

DISTRICT COURT

CLARK COUNTY, NEVADA

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13 TRACIE L. QUINTERRO; ERIC W.
14 QUINTERRO; LADYBETH PANUSIS;
CHARLES PANUSIS; RAUL GARCIA;
15 BRENDA GARCIA; STEPHEN
INFERRERA; SHEILA INFERRERA;
16 ANNA NAVARRO; ALONZO COLLINS;
LAURA COLLINS; RONALD CARROLL;
17 DORENE CARROLL; SUSAN SHELDON;
and ROBERT DOSTLER, all individual and
18 as Plaintiff Class Representatives,

19 Plaintiffs,

20 v.

21 IPEX USA, LLC, a Delaware Foreign
Limited Liability Company ; IPEX, INC., a
22 Nevada Corporation; CLASSIC PLUMBING,
INC., a Nevada Corporation; SHARP
23 PLUMBING, INC., a Nevada Corporation;
COX & SONS PLUMBING, a Nevada
24 Corporation; DOES I-X; and ROE
CORPORATIONS XI-XX;

25 Defendants.

Case No.: A517493
Dept. No.: XV

**AMENDED COMPLAINT FOR
DAMAGES and
DEMAND FOR JURY TRIAL**

*Exempt from Arbitration:
Class Action*

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1 COME NOW Plaintiffs, TRACIE L. QUINTERRO, ERIC W. QUINTERRO,
2 LADYBETH PANUSIS, CHARLES PANUSIS, RAUL GARCIA, BRENDA GARCIA,
3 STEPHEN INFERRERA, SHEILA INFERRERA, ANNA NAVARRO, ALONZO COLLINS,
4 LAURA COLLINS, RONALD CARROLL, DORENE CARROLL, SUSAN SHELDON, and
5 ROBERT DOSTLER, all individually and as Class Representatives (“Plaintiffs”), by and through
6 their attorneys of record, Harrison, Kemp & Jones, LLP, and Lynch, Hopper, & Salzano, LLP,
7 and for their claims against Defendants, IPEX USA, LLC, a Delaware Foreign Limited Liability
8 Company, IPEX, Inc., a Nevada Corporation (collectively “Defendant IPEX”), Classic Plumbing,
9 Inc., a Nevada Corporation, Sharp Plumbing, Inc., a Nevada Corporation, Cox & Sons Plumbing,
10 a Nevada Corporation, Does I-X, and Roe Corporations XI-XX, state, allege, and aver as follows:

11 I.

12 INTRODUCTION

13 1. This is a class action for damages that Plaintiffs and all others similarly situated
14 have suffered as a result of owning homes in Las Vegas, Nevada, with a Kitec plumbing system
15 installed that includes Kitec fittings (the “Subject Homes”). Defendants’ failure to properly
16 design, develop, test, manufacture, distribute, market, sell, and install the Kitec plumbing system
17 with Kitec fittings has caused Plaintiffs to suffer damages.

18 II.

19 PARTIES

20 2. At all times relevant hereto, Plaintiff, Tracie L. Quinterro, is and was an owner
21 and occupant of real property located at 616 Doletto Street, Las Vegas, Nevada 89138, and a
22 resident of Clark County, Nevada.

23 3. At all times relevant hereto, Plaintiff, Eric W. Quinterro, is and was an owner and
24 occupant of real property located at 616 Doletto Street, Las Vegas, Nevada 89138, and a resident
25 of Clark County, Nevada.

26 4. At all times relevant hereto, Plaintiff, Ladybeth Panusis, is and was an owner of
27 real property located at 7457 Reynard Fox Place, Las Vegas, Nevada 89113, and a resident of
28 Clark County, Nevada.

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1 5. At all times relevant hereto, Plaintiff, Charles Panusis, is and was an owner of real
2 property located at 7457 Reynard Fox Place, Las Vegas, Nevada 89113, and a resident of Clark
3 County, Nevada.

4 6. At all times relevant hereto, Plaintiff, Raul Garcia, is and was an owner and
5 occupant of real property located at 7408 Reynard Fox Place, Las Vegas, Nevada 89113, and a
6 resident of Clark County, Nevada.

7 7. At all times relevant hereto, Plaintiff, Brenda Garcia, is and was an owner and
8 occupant of real property located at 7408 Reynard Fox Place, Las Vegas, Nevada 89113, and a
9 resident of Clark County, Nevada.

10 8. At all times relevant hereto, Plaintiff, Stephen Inferrera, is and was an owner and
11 occupant of real property located at 2792 Hartwick Pines Dr., Henderson, Nevada 89052, and a
12 resident of Clark County, Nevada.

13 9. At all times relevant hereto, Plaintiff, Sheila Inferrera, is and was an owner and
14 occupant of real property located at 2792 Hartwick Pines Dr., Henderson, Nevada 89052, and a
15 resident of Clark County, Nevada.

16 10. At all times relevant hereto, Plaintiff, Anna Navarro, is and was an owner and
17 occupant of real property located at 7804 Esteem Street, Las Vegas, Nevada 89131, and a
18 resident of Clark County, Nevada.

19 11. At all times relevant hereto, Plaintiff, Alonzo Collins, is and was an owner and
20 occupant of real property located at 7825 Strong Water Court, Las Vegas, Nevada 89131, and a
21 resident of Clark County, Nevada.

22 12. At all times relevant hereto, Plaintiff, Laura Collins, is and was an owner and
23 occupant of real property located at 7825 Strong Water Court, Las Vegas, Nevada 89131, and a
24 resident of Clark County, Nevada.

25 13. At all times relevant hereto, Plaintiff, Ronald Carroll, is and was an owner and
26 occupant of real property located at 7821 Strong Water Court, Las Vegas, Nevada 89131, and a
27 resident of Clark County, Nevada.

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1 14. At all times relevant hereto, Plaintiff, Dorene Carroll, is and was an owner and
2 occupant of real property located at 7821 Strong Water Court, Las Vegas, Nevada 89131, and a
3 resident of Clark County, Nevada.

4 15. At all times relevant hereto, Plaintiff, Susan Sheldon, is and was an owner and
5 occupant of real property located at 10389 Heale Garden Court, Las Vegas, Nevada 89135, and a
6 resident of Clark County, Nevada.

7 16. At all times relevant hereto, Plaintiff, Robert Dostler, is and was an owner and
8 occupant of real property located at 7820 Strong Water Court, Las Vegas, Nevada 89131, and a
9 resident of Clark County, Nevada.

10 17. Plaintiffs are informed and believe and thereupon allege that at all times relevant
11 hereto, Defendant, IPEX USA, LLC, is and was a Delaware Foreign Limited Liability Company
12 that designs, develops, manufactures, distributes, markets, and sells pipe products into Nevada.

13 18. Plaintiffs are informed and believe and thereupon allege that at all times relevant
14 hereto, Defendant, IPEX, INC., is and was a Nevada Corporation that designs, develops,
15 manufactures, distributes, markets, and sells pipe products into Nevada.

16 19. Plaintiffs are informed and believe and thereupon allege that at all times relevant
17 hereto, Defendant, Classic Plumbing, Inc., is and was a Nevada Corporation that distributes and
18 installs pipe products in Nevada.

19 20. Plaintiffs are informed and believe and thereupon allege that at all times relevant
20 hereto, Defendant, Sharp Plumbing, Inc., is and was a Nevada Corporation that distributes and
21 installs pipe products in Nevada.

22 21. Plaintiffs are informed and believe and thereupon allege that at all times relevant
23 hereto, Defendant, Cox & Sons Plumbing, is and was a Nevada Corporation that distributes and
24 installs pipe products in Nevada.¹

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28 ¹ Defendants Classic Plumbing, Inc., Sharp Plumbing, Inc., and Cox & Sons Plumbing are hereinafter referred to as the "Plumbing Defendants."

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1 33. Defendant IPEX also touts Kitec XPA pipe's better water flow because its smooth
2 plastic inner wall permanently resists scaling and mineral buildup, keeping water flow constant
3 year after year.

4 34. Specifically, Defendant IPEX claims that with the largest inside diameters of any
5 alternative piping system, Kitec XPA pipe provides more water whenever and wherever needed.

6 35. At all times mentioned herein, Defendant IPEX, through advertising and through
7 their authorized agents and sales representatives, asserted, stated, represented and warranted that
8 Defendant IPEX had extensively tested the Kitec plumbing system, and that based on the results
9 of the research and tests, the Kitec plumbing system was properly designed, developed,
10 marketed, and manufactured so as to operate adequately, reliably, and as represented.

11 36. At all times mentioned herein, Defendants, through advertising and through their
12 authorized agents and sales representatives, asserted, stated, represented, and warranted that the
13 Kitec plumbing system would not rust or corrode and that the smooth plastic inner wall of the
14 Kitec XPA pipe resists scaling and mineral buildup, keeping flow constant year after year.

15 37. Defendant IPEX claims in its product information sheets that with state-of-the-art
16 manufacturing facilities and distribution centers across North America, the IPEX name is
17 synonymous with quality and performance.

18 38. Defendants, and their authorized agents and sales representatives, made the above
19 described assertions, statements, representations, and warranties with the intent and purpose of
20 inducing plumbing suppliers, builders, and the Plumbing Defendants to buy the Kitec plumbing
21 system and Kitec fittings from Defendant IPEX to install in homes in Las Vegas, Nevada.

22 39. The Class Plaintiffs believe that Kitec plumbing system and Kitec fittings were
23 installed by the Plumbing Defendants throughout the Class Representatives' homes and the
24 homes of all others similarly situated.

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1 VI.

2 FIRST CLAIM FOR RELIEF

3 (Products Liability - Against All Defendants)

4 40. The Class Plaintiffs repeat, reallege, and incorporate herein by reference
5 paragraphs 1 through 39 as though fully set forth herein.

6 41. At all times relevant herein, Defendants were the designers, developers,
7 manufacturers, distributors, marketers, sellers, and installers of the Kitec XPA pipe and Kitec
8 fittings.

9 42. Defendants engaged in the business of designing, developing, manufacturing,
10 distributing, marketing, selling, and installing plumbing supplies and pipes such as the materials
11 at issue herein.

12 43. Defendants knew and/or should have known and expected that the Kitec XPA
13 pipe would reach the ultimate user and/or consumer without substantial change and would be in
14 the condition in which it was sold by Defendant IPEX.

15 44. At all times herein relevant, Defendants owed a duty of reasonable care to the
16 Class Plaintiffs in the design, development, manufacturing, distributing, marketing, selling,
17 selection of materials used, and installation of Kitec XPA pipe and Kitec fittings.

18 45. Defendants breached this duty in the following manner, including but not limited
19 to:

- 20 a. failing to adequately and properly supply Kitec XPA pipe and Kitec
21 fittings for use without defects;
- 22 b. failing to adequately and properly inspect and test the fittings which will
23 be used in households;
- 24 c. failing to adequately and properly manufacture, design, develop, build,
25 market, sell, and produce and/or otherwise put into the stream of
26 commerce Kitec XPA pipe and fittings which were without defect;
- 27 d. failing to adequately and properly install defect-free components into the
28 plumbing system of the subject home;

- 1 e. failing to adequately and properly select and utilize materials which are
2 defect-free;
3 f. failing to adequately and properly design a water supply pipe and/or
4 components which will operate and/or perform in a defect-free manner so
5 as to prevent damage; and
6 g. failing to adequately and properly warn of the damage as a result of the
7 installation of the Kitec plumbing system.

8 46. But for the manufacturing defect, design defect, and selection of improper
9 materials by Defendants, and breach of duty by Defendants, the Class Plaintiffs would not have
10 suffered damages.

11 47. Defendants knew and/or should have known the pipe at issue was a repository
12 and/or conduit of water and/or subject to water pressure such as it was foreseeable to Defendants
13 that failure of the pipe and/or other components would cause damages to the ultimate users.

14 48. As a direct and proximate result of all the foregoing and as a result of the acts
15 and/or omissions of Defendants, the Class Plaintiffs have sustained damage, in an amount in
16 excess of Ten Thousand Dollars (\$10,000.00).

17 49. It has been necessary for the Class Plaintiffs to retain the services of Harrison,
18 Kemp & Jones, LLP, and Lynch, Hopper, & Salzano, LLP, to represent them and to bring this
19 action, and the Class Plaintiffs are entitled to recover attorneys' fees and costs incurred herein.

20 **VII.**

21 **SECOND CLAIM FOR RELIEF**

22 **(Strict Liability - Against All Defendants)**

23 50. The Class Plaintiffs repeat, reallege, and incorporate herein by reference
24 paragraphs 1 through 49 as though fully set forth herein.

25 51. As a direct and proximate result of the foregoing, Defendants, as the designers,
26 developers, manufacturers, distributors, marketers, sellers, and installers is strictly liable to the
27 Class Plaintiffs for their damages set forth herein.

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1 58. Defendant IPEX designed, developed, manufactured, distributed, and marketed
2 the Kitec plumbing system for purposes of its eventual sale to retail buyers.

3 59. Defendant IPEX included an express thirty-year warranty with the Kitec plumbing
4 system.

5 60. Furthermore, the express statements, assertions, marketing materials, and
6 representations by each Defendant concerning the Kitec plumbing system and Kitec fittings as set
7 forth above constitute express warranties.

8 61. Defendants failed to provide a defect free home and failed to inspect and identify
9 pipe defects and defects in the pipe's fitting and components.

10 62. Defendant IPEX failed to provide a defect free home in failing to provide quality
11 workmanship and defect free materials and merchandise in manufacturing the Kitec XPA pipe
12 and fittings.

13 63. The Plumbing Defendants failed to provide a defect free home in failing to
14 provide quality workmanship and defect free materials in their installation of the Kitec plumbing
15 system and Kitec fittings.

16 64. But for the manufacturing defect, design defect, selection of improper materials,
17 improper installation, and/or the breaches of duty by each Defendant, the Class Plaintiffs would
18 not have sustained damages.

19 65. Upon discovery of the defective KITEC plumbing systems installed within their
20 homes, Class Plaintiffs have diligently brought this Complaint to give notice to Defendants of
21 Class Plaintiffs' claims including breach of express warranties made by Defendants to Class
22 Plaintiffs.

23 66. As a direct and proximate result of each Defendants' breach, Class Plaintiffs have
24 sustained damage, in an amount in excess of Ten Thousand Dollars (\$10,000.00).

25 67. It has been necessary for the Class Plaintiffs to retain the services of Harrison,
26 Kemp & Jones, LLP, and Lynch, Hopper, & Salzano, LLP, to represent them and to bring this
27 action, and the Class Plaintiffs are entitled to recover attorneys' fees and costs incurred herein.

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IX.

FOURTH CLAIM FOR RELIEF

(Breach of Implied Warranty - Against All Defendants)

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2
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4 68. The Class Plaintiffs repeat, reallege, and incorporate herein by reference
5 paragraphs 1 through 67 as though fully set forth herein.

6 69. Defendants designed, developed, manufactured, distributed, and marketed the
7 Kitec plumbing system and Kitec fittings for purposes of its eventual sale to retail buyers.

8 70. Defendants impliedly warranted that the Kitec plumbing system and Kitec fittings
9 were properly designed, developed, manufactured, distributed, marketed, sold, and installed and
10 that the designs and materials were proper and of first-class and workmanlike quality.

11 71. The Plumbing Defendants impliedly warranted that the Kitec plumbing system
12 and Kitec fittings were properly installed and that all work performed was proper and of first-
13 class workmanlike quality.

14 72. The Class Plaintiffs relied upon said warranties and believed that said designs,
15 work, and materials were of first-class workmanlike quality and fit for the intended use and
16 purpose of a plumbing system.

17 73. Class Plaintiffs are informed and believe, and thereon allege, that each Defendant
18 breached said warranty by failing to provide adequate and proper designs, calculations, and/or
19 details and failing to properly install the Kitec plumbing system and Kitec fittings.

20 74. Defendants failed to provide a defect free home and failed to inspect and identify
21 pipe defects and defects in its components.

22 75. But for each Defendants' breach of implied warranty, the Class Plaintiffs would
23 not have sustained damages.

24 76. Upon discovery of the defective KITEC plumbing systems installed within their
25 homes, Class Plaintiffs have diligently brought this Complaint to give notice to Defendants of
26 Class Plaintiffs' claims, which include breach of implied warranties made by Defendants to Class
27 Plaintiffs.

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1 77. As a direct and proximate result of each Defendants' breach of implied warranty,
2 the Class Plaintiffs have sustained damage, in an amount in excess of Ten Thousand Dollars
3 (\$10,000.00).

4 78. It has been necessary for the Class Plaintiffs to retain the services of Harrison,
5 Kemp & Jones, LLP, and Lynch, Hopper, & Salzano, LLP, to represent them and to bring this
6 action, and the Class Plaintiffs are entitled to recover attorneys' fees and costs incurred herein.

7 X.

8 **FIFTH CLAIM FOR RELIEF**

9 **(Breach of Warranty of Merchantability - Against All Defendants)**

10 79. The Class Plaintiffs repeat, reallege, and incorporate herein by reference
11 paragraphs 1 through 78 as though fully set forth herein.

12 80. Defendants designed, developed, manufactured, distributed, marketed, and sold
13 into the stream of commerce the Kitec plumbing system and Kitec fittings installed at the Subject
14 Homes.

15 81. Defendants knew and/or should have known that Kitec plumbing system and
16 Kitec fittings were not of average acceptable quality as it was designed and/or manufactured with
17 substandard and defective materials.

18 82. Defendants knew and/or should have known that the Kitec plumbing system and
19 Kitec fittings were not generally fit for the ordinary purpose for which they were intended to be
20 used as they were designed and manufactured with substandard and defective materials.

21 83. Defendants knew and/or should have known that the Kitec plumbing system and
22 Kitec fittings would reach the ultimate user and/or consumer without substantial change and
23 would be in the condition in which it was sold.

24 84. The Defendants' Kitec plumbing system and Kitec fittings have failed.

25 85. But for each Defendants' breach, the Class Plaintiffs would not have sustained
26 damages.

27 86. Upon discovery of the defective KITEC plumbing systems installed within their
28 homes, Class Plaintiffs have diligently brought this Complaint to give notice to Defendants of

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1 Class Plaintiffs' claims including breach of express warranties made by Defendants to Class
2 Plaintiffs.

3 87. As a direct and proximate result of each Defendants' breach, the Class Plaintiffs
4 have sustained damage, in an amount in excess of Ten Thousand Dollars (\$10,000.00).

5 88. It has been necessary for the Class Plaintiffs to retain the services of Harrison,
6 Kemp & Jones, LLP, and Lynch, Hopper, & Salzano, LLP, to represent them and to bring this
7 action, and the Class Plaintiffs are entitled to recover attorneys' fees and costs incurred herein.

8 **XI.**

9 **SIXTH CLAIM FOR RELIEF**

10 **(Negligence - Against Defendant IPEX)**

11 89. The Class Plaintiffs repeat, reallege, and incorporate herein by reference
12 paragraphs 1 through 88 as though fully set forth herein.

13 90. Defendant IPEX owed the Class Plaintiffs a duty of care to design, develop,
14 manufacture, distribute, market, and sell a safe plumbing system, and fittings free of defects.

15 91. Defendants breached their duty of care by negligently designing, developing,
16 manufacturing, distributing, marketing, and selling an unreasonably unsafe plumbing system and
17 Kitec fittings with manufacturing defects, design defects, and selection of improper materials.

18 92. Defendants breached their duty of care by negligently failing to warn Nevada
19 consumers, contractors, and retailers that the Kitec XPA plumbing system contained defective
20 fittings that would fail.

21 93. As a direct and proximate result of all the foregoing and as a result of the acts
22 and/or omissions of each Defendant, the Class Plaintiffs have sustained damage, in an amount in
23 excess of Ten Thousand Dollars (\$10,000.00).

24 94. It has been necessary for the Class Plaintiffs to retain the services of Harrison,
25 Kemp & Jones, LLP, and Lynch, Hopper, & Salzano, LLP, to represent them and to bring this
26 action, and the Class Plaintiffs are entitled to recover attorneys' fees and costs incurred herein.

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XII.

SEVENTH CLAIM FOR RELIEF

(Negligence - Against Plumbing Defendants)

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4 95. The Class Plaintiffs repeat, reallege, and incorporate herein by reference
5 paragraphs 1 through 94 as though fully set forth herein.

6 96. The Plumbing Defendants owed the Class Plaintiffs a duty of care to install the
7 Kitec plumbing system and Kitec fittings properly and within the manner specified by the
8 manufacturer, municipal codes and within the trade, and otherwise, use quality materials that
9 were free from defect in the plumbing work performed at the Subject Homes.

10 97. The Plumbing Defendants breached their duty of care by negligently failing to
11 install the Kitec plumbing system and Kitec fittings at issue in a manner consistent with the
12 manufacturer's specifications, municipal codes, and/or standards of performance within the trade,
13 as well as failing to use materials and/or parts that are capable of performing in a defect-free
14 manner.

15 98. But for the negligent actions and inactions of the Plumbing Defendants and/or
16 breaches of duty by the Plumbing Defendants, the Class Plaintiffs would not have sustained
17 damages.

18 99. As a direct and proximate result of the Plumbing Defendants actions and inactions
19 in installation and/or inspection of materials, the Class Plaintiffs have sustained damage, in an
20 amount in excess of Ten Thousand Dollars (\$10,000.00).

21 100. It has been necessary for the Class Plaintiffs to retain the services of Harrison,
22 Kemp & Jones, LLP, and Lynch, Hopper, & Salzano, LLP, to represent them and to bring this
23 action, and the Class Plaintiffs are entitled to recover attorneys' fees and costs incurred herein.

XIII.

PRAYER FOR RELIEF

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26 WHEREFORE, the Class Plaintiffs pray for Judgment against Defendants as follows:

- 27 1. For general damages in excess of \$10,000.00;
28 2. For special damages in excess of \$10,000.00;

3. For punitive damages in an amount to be determined at trial;
4. For reasonable attorneys' fees;
5. For costs of suit; and
6. For any such further relief this Court deems appropriate.

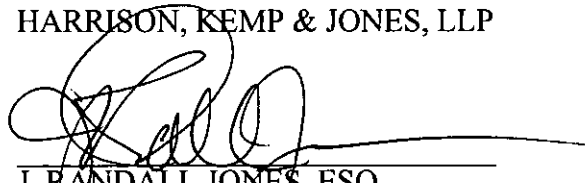
XIV.

DEMAND FOR JURY TRIAL

The Class Plaintiffs herein demand a trial by jury on all issues so triable.

DATED this 26th day of April, 2006.

HARRISON, KEMP & JONES, LLP



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