

1 Kenneth S. Kasdan, SBN 71427  
Michael D. Turner, SBN 126455  
2 Scott J. Thomson, SBN 237052  
**KASDAN, SIMONDS, RILEY & VAUGHAN LLP**  
3 1990 MacArthur Boulevard, Suite 850  
Irvine, California 92612  
4 Telephone: (949) 851-9000  
Facsimile: (949) 833-9455  
5 KKasdan@kasdansimonds.com  
MTurner@kasdansimonds.com  
6 SThomson@kasdansimonds.com

**CONFORMED COPY  
OF ORIGINAL FILED  
Los Angeles Superior Court**

OCT 28 2010

John A. Clarke, Executive Officer/Clerk  
By Dawn Alexander, Deputy  
**DAWN ALEXANDER**

7 Attorneys for Plaintiffs and the Proposed Class  
8  
9

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

11 DON VERDEJO, individually and on behalf )  
of a class of similarly situated persons; )  
12 NOREEN VERDEJO, individually and on )  
behalf of a class of similarly situated persons; )

Case No. BC 448383

Assigned to: \_\_\_\_\_

13  
14 Plaintiffs,  
15 v.

Department: \_\_\_\_\_

16 VANGUARD PIPING SYSTEMS, INC., a )  
Kansas Corporation; )  
17 VIEGA, LLC, a Delaware Limited Liability )  
Company; )  
18 K. HOVNANIAN FORECAST HOMES, )  
INC., a California Corporation; )  
19 FORECAST HOMES, INC., a California )  
corporation; )  
20 HOVNANIAN ENTERPRISES, INC., a )  
Delaware Corporation; )  
21 LENNAR HOMES OF CALIFORNIA, INC., )  
a California corporation; )  
22 LENNAR SALES CORP., a California )  
corporation )  
23 DESERT PLUMBING, a Business Entity of )  
Unknown Form; )  
24 EXECUTIVE PLUMBING, INC., a )  
California Corporation;

**CLASS ACTION**

**COMPLAINT FOR DAMAGES**

**1. Violation of Standards for Residential  
Construction**

**JURY TRIAL DEMANDED**

**UNLIMITED CIVIL CASE**

25 and  
DOES 1 through 6,000, inclusive,

26 Defendants.  
27 \_\_\_\_\_

28 ///

1 Plaintiffs Don Verdejo and Noreen Verdejo individually and on behalf of all others similarly  
2 situated (hereinafter "Plaintiffs") bring this action and allege as follows:

3  
4 **INTRODUCTION**

5 1. Plaintiffs are the current owners of new residential units located in the State of California, whether  
6 purchased directly from the original seller, or subsequently purchased, from any other seller, intended  
7 for the purpose of dwelling therein ("HOMES") where the original purchase agreements for the HOMES  
8 were signed by the original seller, on or after January 1, 2003 and therefore actionable defects for deficiencies  
9 in the original construction of the HOMES against builders, general contractors, subcontractors, material  
10 suppliers and individual product manufacturers for the incorporation of defective components into the  
11 HOMES are brought pursuant to violations of the standards set forth in California *Civil Code* section  
12 895 et seq.

13 2. As part of the original construction and original sale of Plaintiffs' HOMES plumbing was provided  
14 at the HOMES and defendants were builders, general contractors, subcontractors, material suppliers,  
15 product manufacturers, and/or distributors and were responsible in some manner for the incorporation  
16 of defective components into the HOMES which were used in the original construction of the plumbing  
17 lines of Plaintiffs' HOMES including, but not limited to, yellow brass fittings manufactured and supplied  
18 by VANGUARD COMPANIES, defined herein below.

19 3. Yellow brass fittings which were installed as part of original construction as a component of the  
20 plumbing lines in Plaintiffs' HOMES are corroding through various processes of dezincification so as  
21 to impede the useful life of the plumbing systems which is an actionable defect as a violation of the standard  
22 set forth in California *Civil Code* section 896(a)(15) and this action is brought for the incorporation of  
23 yellow brass fittings, a defective component, into the plumbing lines of Plaintiffs' HOMES.

24 **THE PARTIES**

25 4. Plaintiffs Don Verdejo and Noreen Verdejo, are the owners of a single-family residence located  
26 at 37601 Lemonwood Drive, in Palmdale, California. Plaintiffs Don Verdejo and Noreen Verdejo acquired  
27 their equitable and legal ownership of the aforementioned property on, or about, October 21, 2005.

28 5. Plaintiffs are excused from procedures contained within Title 7, Chapter 4 of the California *Civil*

1 Code pre-litigation process, pursuant to California *Civil Code* section 931, which states "[a]s to any  
2 class action claims that address solely the incorporation of a defective component into a residence, the  
3 named and unnamed class members need not comply with..." Title 7, Chapter 4.

4 6. Defendant VANGUARD PIPING SYSTEMS, INC. is a Kansas Corporation, who at all relevant  
5 times herein, was doing business in the State of California with its principal business operations conducted  
6 from offices in Wichita, Kansas.

7 7. Defendant VIEGA, LLC, a Delaware Limited Liability Company, who at all relevant times herein,  
8 was doing business in the State of California with its principal business operations conducted from offices  
9 in Wichita, Kansas.

10 8. Plaintiffs are ignorant of the names of defendants fictitiously named herein as DOES 1-500  
11 (collectively "OTHER VANGUARD DEFENDANTS"), who at all relevant times herein, were doing  
12 business in the State of California.

13 9. VANGUARD PIPING SYSTEMS, INC., VIEGA, LLC, and OTHER VANGUARD DEFENDANTS  
14 are collectively referred to herein as the "VANGUARD COMPANIES" and were manufacturers and  
15 material suppliers of components of Plaintiffs' HOMES for original construction including, but not limited  
16 to, yellow brass fittings installed in the plumbing lines of the HOMES.

17 10. Defendant K. HOVNANIAN FORECAST HOMES, INC. is a California Corporation, who at  
18 all relevant times herein, was doing business in the State of California with its principal business operations  
19 conducted from offices in Ontario, California.

20 11. Defendant FORECAST HOMES, INC. is a California Corporation, who at all relevant times  
21 herein, was doing business in the State of California with its principal business operations conducted  
22 from offices in Ontario, California.

23 12. Defendant HOVNANIAN ENTERPRISES, INC. is a Delaware Corporation, who at all relevant  
24 times herein, was doing business in the State of California with its principal business operations conducted  
25 from offices in Red Bank, New Jersey.

26 13. Defendant LENNAR HOMES OF CALIFORNIA, INC. is a California Corporation, who at all  
27 relevant times herein, was doing business in the State of California with its principal business operations  
28 conducted from offices in Ontario, California.

1 14. Defendant LENNAR SALES CORP. is a California Corporation, who at all relevant times herein,  
2 was doing business in the State of California with its principal business operations conducted from offices  
3 in Ontario, California.

4 15. Plaintiffs are ignorant of the names of defendants fictitiously named herein as DOES 501-1,500  
5 (collectively "OTHER DEVELOPER DEFENDANTS"), who at all relevant times herein were doing  
6 business in the State of California.

7 16. K. HOVNANIAN FORECAST HOMES, INC., FORECAST HOMES, INC., HOVNANIAN  
8 ENTERPRISES, INC., LENNAR HOMES OF CALIFORNIA, INC., LENNAR SALES CORP., and  
9 OTHER DEVELOPER DEFENDANTS are collectively referred to herein as the "DEVELOPER  
10 DEFENDANTS" and were the developers and builders of Plaintiffs' HOMES and were responsible in  
11 some manner for the incorporation of defective components into the HOMES which were used in the  
12 original construction of the plumbing lines of Plaintiffs' HOMES including, but not limited to, yellow  
13 brass fittings manufactured and supplied by VANGUARD COMPANIES.

14 17. Defendant EXECUTIVE PLUMBING, INC. is a California Corporation, who at all relevant times  
15 herein, was doing business in the State of California.

16 18. Defendant DESERT PLUMBING is a Business Entity of Unknown Form, who at all relevant  
17 times herein, was doing business in the State of California.

18 19. Plaintiffs are ignorant of the names of defendants fictitiously named herein as DOES 1,501-5,000  
19 (collectively "OTHER SUBCONTRACTOR DEFENDANTS"), who at all relevant times herein were  
20 doing business in the State of California.

21 20. EXECUTIVE PLUMBING, INC., DESERT PLUMBING, and "OTHER SUBCONTRACTOR  
22 DEFENDANTS" are collectively referred to herein as the "SUBCONTRACTOR DEFENDANTS"  
23 and supplied labor and material during the construction of Plaintiffs' HOMES and were responsible in  
24 some manner for the incorporation of defective components into the HOMES which were used in the  
25 original construction of the plumbing lines of Plaintiffs' HOMES including, but not limited to, yellow  
26 brass fittings manufactured and supplied by VANGUARD COMPANIES.

27 21. Plaintiffs are ignorant of the names of defendants fictitiously named herein as DOES 5,001-6,000  
28 (collectively "DISTRIBUTOR DEFENDANTS"), who at all relevant times herein, were doing business

1 in the State of California and who acted as material suppliers of yellow brass fittings manufactured and  
2 supplied by VANGUARD COMPANIES which were installed as part of original construction as a component  
3 of the plumbing lines in Plaintiffs' HOMES.

4 22. Plaintiffs are ignorant of the true names and capacities of the parties sued as DOES 1 through  
5 6,000, inclusive, and therefore sue them under fictitious names. Upon learning their true names and  
6 capacities, Plaintiffs will amend the Complaint to reflect the same. Upon information and belief, Plaintiffs  
7 allege that DOES 1 through 6,000, inclusive, are responsible in some manner for the occurrences herein  
8 alleged and Plaintiffs damages as herein alleged were proximately caused by such occurrences.

### 9 JURISDICTION AND VENUE

10 23. This Court has jurisdiction over this action pursuant to California *Code of Civil Procedure* section  
11 410.10. Plaintiffs seek damages on behalf of themselves and all others similarly situated under the laws  
12 of the State of California.

13 24. Venue is proper in this Court pursuant to California *Code of Civil Procedure* section 392 because  
14 the damages that Plaintiffs seek are for injuries to Plaintiffs' HOMES which are real property which are  
15 located in all of the Counties of California, which includes Los Angeles County.

### 16 CLASS ACTION ALLEGATIONS

17 25. This suit is brought as a class action pursuant to California *Code of Civil Procedure* section 382,  
18 on behalf of a class of:

19 all owners of originally constructed individual dwelling units, other  
20 than condominium conversions, in the State of California where the  
21 original purchase agreements for the individual dwelling units were  
22 signed by the original seller, on or after January 1, 2003 where the  
residential units had installed, as part of the original construction,  
yellow brass fittings in the plumbing lines which were supplied and  
manufactured by VANGUARD COMPANIES.

23 26. Plaintiffs specifically exclude Defendants or its related entities from the proposed class, all subsidiaries  
24 or affiliates of Defendants; any entity in which Defendants has a controlling interest; and any and all  
25 of Defendants' employees, affiliates, legal representatives, heirs, successors or assignees.

26 27. Plaintiffs also specifically exclude from the class any person or entity that has previously commenced  
27 and concluded a lawsuit against the VANGUARD COMPANIES arising out of the subject matter of  
28 this lawsuit.

1 28. Plaintiffs also specifically exclude from the class the judge assigned to this case and any member  
2 of the judge's immediate family.

3 29. Plaintiffs do not, as yet, know the exact size of the class, but estimate the number HOMES owned  
4 by the class members to number not less than fifty-six thousand (56,000).

5 30. The basis for the Class size estimate is that from 2003 to the date of the filing of this action  
6 approximately 1,120,000 (one million one hundred and twenty thousand) new residential units were  
7 constructed in the State of California and on information and belief Plaintiffs' estimate not less than  
8 fifteen percent (5%) of the homes constructed between 2003 to the date of the filing of this action included  
9 yellow brass fittings installed in the original plumbing lines supplied and manufactured by VANGUARD  
10 COMPANIES.

11 31. The Joinder of the owners of fifty-six thousand (56,000) HOMES would be impracticable.

12 32. There are questions of law and fact common to the class that predominate over any questions  
13 that may affect only individual members of the class, including, but not limited to:

- 14 (a) Whether California *Civil Code* section 896(a)(15) was violated by the supply of  
15 defective yellow brass fittings incorporated as a component into the plumbing lines  
of new residential housing originally sold after January 1, 2003;
- 16 (b) Whether California *Civil Code* section 896(a)(15) was violated by the manufacture  
17 of defective yellow brass fittings incorporated as a component into the plumbing  
lines of new residential housing originally sold after January 1, 2003;
- 18 (c) Whether any defenses raised are meritorious;
- 19 (d) Establishing corroding of the yellow brass fittings through various processes of  
20 dezincification;
- 21 (e) Establishing that yellow brass fittings are corroding through various processes  
of dezincification so as to impede the useful life of the plumbing systems;
- 22 (f) The necessary repair required to remedy the corrosion of the yellow brass fittings  
23 supplied;
- 24 (g) Establishing the useful life of a plumbing system; and
- 25 (h) The measure of damages suffered by Plaintiffs and the class members.

26 33. Plaintiffs will fairly and adequately protect the interests of the class members in that Plaintiffs'  
27 claims are typical and representative of the claims of all members of the class, all of whom own HOMES  
28 where yellow brass fittings were installed in the original plumbing lines of the HOMES which were

1 manufactured and supplied by VANGUARD COMPANIES which are corroding through various processes  
2 of dezincification and representation will further benefit the class because of the nature of the corrosion  
3 of the components of the plumbing systems many class members may be unaware of the ongoing corrosion  
4 that is impeding the useful life of their plumbing systems.

5 34. There are no defenses of a unique nature that may be asserted against Plaintiffs individually, as  
6 distinguished from the other members of the class, and the relief sought is common to the class. Plaintiffs  
7 are owners of HOMES, where VANGUARD COMPANIES supplied and manufactured yellow brass  
8 fittings installed in the original plumbing lines of the HOMES, and do not have any interest that is in  
9 conflict with or is antagonistic to the interests of the members of the class. Plaintiffs have retained competent  
10 counsel experienced in multiparty complex construction defect actions to represent themselves and the  
11 class.

12 35. A class action is superior to other available methods for the fair and efficient adjudication of  
13 this controversy. In the absence of a class action VANGUARD COMPANIES and remaining defendants  
14 will not be held liable for damages and will retain profits and avoid the natural assumption of risk and  
15 risk spreading of business and class members who fail to detect the corrosion of VANGUARD COMPANIES'  
16 yellow brass fittings within the period of limitations for filing an action may be left without remedy.

17 36. Plaintiffs allege that at all relevant times, each and every Defendant was acting as the duly authorized  
18 agent of each and every other Defendant, that each Defendant is liable for each and every wrong committed  
19 by each and every other Defendant, amongst other forms of joint and several liability. Defendants have  
20 proximately caused Plaintiffs' indivisible damages, as alleged below, so as to make each Defendant liable,  
21 either by joint and several liability, joint liability, several liability, proportionate liability or whole liability.

22 37. In addition to successor in interest liability, Plaintiffs allege that each individual entities comprising  
23 the VANGUARD COMPANIES are, and at all relevant times were, directors, officers and/or owners  
24 of stock and equitable interests of each of the other VANGUARD COMPANIES. The shares and equitable  
25 interests so owned constitute 100 percent of the total number of shares issued and outstanding, and of  
26 all ownership interests in such entities. Plaintiffs further allege that VANGUARD COMPANIES were  
27 and are the alter egos of each other, have commingled assets, have commingled business operations,  
28 have ignored corporate formalities, have formed multiple corporations to avoid valid debts and obligations,

1 and that it would be unjust to permit defendants to avoid individual liability through the use of sham  
2 entities.

3 38. There exists, and at all relevant times existed, a unity of interest and ownership between the  
4 VANGUARD COMPANIES, such that any individuality and separateness between them has ceased,  
5 and VANGUARD COMPANIES are the alter ego of one another, in that each of them was used as merely  
6 a shell, instrumentality, and conduit by the others for the manufacture and supply of yellow brass fittings  
7 installed, at the time of original construction, in the plumbing lines of Plaintiffs' HOMES in California.

8 39. VANGUARD COMPANIES, and each of them, were not and are not adequately capitalized for  
9 performance of their responsibilities as a manufacturer and supplier of yellow brass fittings installed  
10 in the plumbing lines of Plaintiffs' HOMES within the State of California; the object of their activities  
11 was to generate income, funds and gain for the benefit of their respective true principals, including but  
12 not limited to Does 1 to 500; their assets and liabilities were manipulated as between them so as to concentrate  
13 the assets in some and the liabilities in others; and such entities, transactions and business structures  
14 were employed by the VANGUARD COMPANIES with an intent to avoid performance of their duties  
15 and satisfaction of their corporate and fiduciary responsibilities, and to use such business entities as a  
16 shield against liability for the manufacture and supply of defective yellow brass fittings installed in the  
17 plumbing lines of Plaintiffs' HOMES. Plaintiffs allege that there are not sufficient assets and capital  
18 within the VANGUARD COMPANIES to fully satisfy any judgment Plaintiffs may obtain to repair the  
19 defective yellow brass fittings in the plumbing lines of Plaintiffs' HOMES.

20 40. Adherence to the fiction of the separate existence of the VANGUARD COMPANIES would,  
21 under the circumstances alleged above, permit abuse of the corporate privilege, sanction a fraud, promote  
22 injustice, and produce an inequitable result, in that these true principals transferred funds and assets from  
23 VANGUARD COMPANIES for these principals' undisclosed benefit and use, and enabled VANGUARD  
24 COMPANIES to engage in the manufacture and supply of yellow brass fittings installed in the plumbing  
25 lines of Plaintiffs' HOMES within the State of California, without assets or capital sufficient to compensate  
26 Plaintiffs for the cost of repairing the defective yellow brass fittings installed in the plumbing lines of  
27 Plaintiffs' HOMES, arising from the failure of the VANGUARD COMPANIES to fulfill their responsibilities  
28 in the manufacture and supply of components to plumbing lines of new residential construction in the



1 State of California.

2 **DEMAND FOR TRIAL BY JURY**

3 41. Plaintiff, on behalf of themselves and all others similarly situated, hereby demands a trial by jury  
4 for all issues so triable.

5 **FACTUAL ALLEGATIONS**

6 42. Plaintiffs' are the owners of HOMES located in the State of California.

7 43. Plaintiffs' HOMES contain defective yellow brass fittings in the plumbing lines installed at the  
8 time of original construction, which were manufactured by VANGUARD COMPANIES and supplied  
9 by the VANGUARD COMPANIES and DISTRIBUTOR DEFENDANTS.

10 44. DEVELOPER DEFENDANTS were the original sellers and builders, as defined in California  
11 *Civil Code* section 911, of Plaintiffs' HOMES.

12 45. SUBCONTRACTOR DEFENDANTS supplied labor and material for the construction of Plaintiffs'  
13 HOMES at the time of original construction.

14 46. The original purchase agreements for the original sale of Plaintiffs' HOMES by the original seller  
15 were signed on, or after, January 1, 2003.

16 47. Individual product manufacturers, material suppliers, builders, general contractors, and subcontractors  
17 are subject to an action for recovery of damages for the violation of the standards enumerated in California  
18 *Civil Code* section 895 et seq., which includes California *Civil Code* section 896(a)(15), for the incorporation  
19 of defective yellow brass fittings in the plumbing lines of Plaintiffs' HOMES at the time of original  
20 construction.

21 48. The yellow brass fittings which were manufactured by VANGUARD COMPANIES are corroding  
22 through various processes of dezincification so as to impede the useful life of the plumbing system of  
23 Plaintiffs' HOMES and Plaintiffs bring this action pursuant to California *Civil Code* section 895 et seq.  
24 for the violation of the building standards contained at California *Civil Code* section 896(a)(15).

25 49. Between 2000 to the date of the filing of this action, the VANGUARD COMPANIES, individually  
26 and collectively, acted in the capacity and engaged in the business of a manufacturer and material supplier  
27 of defective yellow brass fittings which were components incorporated at the time of original construction  
28 into the plumbing lines of Plaintiffs' HOMES.

1 50. VANGUARD COMPANIES were negligent in the design and manufacture of the yellow brass  
2 fittings for a number of reasons, including VANGUARD COMPANIES' choice of a high zinc content  
3 brass alloy as the material used for the yellow brass fittings.

4 51. VANGUARD COMPANIES' knew or should have known that the brass alloy chosen for the  
5 yellow brass fittings made the fittings susceptible to corroding through various processes of dezincification.

6 52. The yellow brass fittings fail their intend purpose because of the defective design and manufacture.

7 53. Between 2000 to the date of the filing of this action, the DISTRIBUTOR DEFENDANTS, individually  
8 and collectively, acted in the capacity and engaged in the business of a material supplier of defective  
9 yellow brass fittings manufactured and supplied by VANGUARD COMPANIES which were components  
10 incorporated at the time of original construction into the plumbing lines of Plaintiffs' HOMES.

11 54. DISTRIBUTOR DEFENDANTS knew or should have known that the high zinc content of the  
12 brass alloy of the yellow brass fittings made the fittings susceptible to corroding through various processes  
13 of dezincification.

14 55. DISTRIBUTOR DEFENDANTS acted as a material suppliers and failed to inspect or inquire  
15 into the susceptibility of the yellow brass fittings corroding through various processes of dezincification  
16 prior to the supply of yellow brass fittings to contractors and subcontractors for incorporation, at the  
17 time of original construction, as a component into the plumbing lines of Plaintiffs' HOMES.

18 56. DEVELOPER DEFENDANTS were original sellers and builders, as defined in California *Civil*  
19 *Code* section 911, of Plaintiffs' HOMES, and pursuant to California *Civil Code* section 895 et seq. are  
20 responsible to Plaintiffs for the incorporation of defective yellow brass fittings manufactured and supplied  
21 by VANGUARD COMPANIES as components of the plumbing lines in Plaintiffs' homes installed at  
22 the time of original construction.

23 57. SUBCONTRACTOR DEFENDANTS supplied and incorporated the defective yellow brass fittings  
24 manufactured and supplied by VANGUARD COMPANIES into the plumbing lines of Plaintiffs' HOMES  
25 at the time of original construction.

26 58. SUBCONTRACTOR DEFENDANTS knew or should have known that the high zinc content  
27 of the brass alloy of the yellow brass fittings made the fittings susceptible to corroding through various  
28 processes of dezincification.

1 59. SUBCONTRACTOR DEFENDANTS failed to inspect or inquire into the susceptibility of the  
2 yellow brass fittings to corroding through various processes of dezincification, prior to the incorporation,  
3 at the time of original construction, as a component into the plumbing lines of Plaintiffs' HOMES.

4 60. Plaintiffs have incurred and, during the pendency of this action, will incur expenses for attorney's  
5 fees and costs herein. Such attorney's fees and costs are necessary for the prosecution of this action and  
6 will result in a benefit to each of the members of the class. This action will result in the enforcement  
7 of important rights supported by strong public policy affecting the public interest which will confer a  
8 significant benefit on the general public and a large class of persons, where the necessity and financial  
9 burden of private enforcement are such as to make the award appropriate, and where such fees should  
10 not in the interest of justice be paid out of the recovery, pursuant to *California Code of Civil Procedure*  
11 §1021.5.

12 61. Plaintiffs were also required to retain the services of experts and consultants to investigate the  
13 violations of the building standard contained at *California Civil Code* section 896(a)(15) and seek damages  
14 for investigative costs pursuant to *California Civil Code* § 944.

15 62. COMPLEX ACTION. The facts and circumstances as alleged in this Complaint will involve  
16 the management of a large number of witnesses and substantial documentary evidence, will include a  
17 large number of parties, may involve extensive pre-trial motions which may raise difficult or novel issues  
18 that will be time-consuming to resolve, and the remedies of which are requested will require substantial  
19 post judgment judicial supervision. As such, the action will require exceptional judicial management  
20 to avoid placing unnecessary burdens on the Court or the litigants and to expedite the case, keep costs  
21 reasonable, and promote effective judicial decision-making by the Court, the parties and counsel, and  
22 as such is designated by Plaintiffs as a complex case pursuant to *California Rules of Court* Rule 3.400  
23 et seq.

24 **FIRST CAUSE OF ACTION INDIVIDUALLY, AND ON BEHALF OF CLASS**  
25 **(Violation of Standards for Residential Construction)**  
26 **[By Plaintiffs Against VANGUARD COMPANIES, DISTRIBUTOR DEFENDANTS,**  
**DEVELOPER DEFENDANTS, SUBCONTRACTOR DEFENDANTS**  
**and Does 1-6,000, Inclusive]**

27 63. Plaintiffs reallege Paragraphs 1 through 62 of the Complaint above and incorporate them herein  
28 by reference as if fully set forth at this point.

1 64. Plaintiffs allege Defendants are liable for damages arising out of and related to the incorporation  
2 of defective yellow brass fittings manufactured and supplied by VANGUARD COMPANIES installed  
3 in Plaintiffs' HOMES at original construction which are corroding through various processes of dezincification  
4 and are impeding the useful life of the plumbing systems of Plaintiffs' HOMES in violation of the building  
5 standards for original construction as enumerated in California *Civil Code* section 896(a)(15).

6 65. As a direct and proximate result of these Defendants' violations of the standards for residential  
7 construction Plaintiffs have been damaged in that they have been and will be required to incur expenses  
8 to correct, replace and reconstruct these defective components within the PROJECT, as well as to correct,  
9 replace and reconstruct the damage to property resulting therefrom, and they will be required to incur  
10 expenses for related costs such as for relocation, loss of use, substitute housing, and other expenses, at  
11 a cost which is presently unknown, but believed to be a sum in excess of two hundred and twenty-five  
12 million dollars (\$225,000,000). Plaintiffs were also required to retain the services of experts and consultants  
13 to investigate the nature and extent of the alleged defective conditions and resulting damages, and seek  
14 damages for investigative costs pursuant to California *Civil Code* § 944.

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1 **PRAYER FOR RELIEF**

2 Wherefore:

- 3 1. Class Plaintiffs respectfully request that this Court certify this action as a class action  
4 and certify Plaintiffs' as representative of the class and designating their counsel for the class;
- 5 2. For general and special damages according to proof at the time of trial and as  
6 provided by law according to proof at time of trial and believed to be in excess of two hundred and  
7 twenty-five million dollars (\$225,000,000).
- 8 3. For costs and expenses of suit incurred herein;
- 9 4. For investigative costs pursuant to *California Civil Code* § 944;
- 10 5. For attorney's fees, pursuant to *California Code of Civil Procedure* §1021.5; and
- 11 6. For such other and further relief as the Court deems just and proper.

12  
13 DATED: October 26, 2010

KASDAN, SIMONDS, RILEY & VAUGHAN LLP

14  
15 By: 

16 Kenneth S. Kasdan  
17 Michael D. Turner  
18 Scott J. Thomson  
19 Attorneys for Plaintiffs  
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