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17 UNITED STATES DISTRICT COURT

18 FOR THE NORTHERN DISTRICT OF CALIFORNIA

19 CARY W. COOPER, TERRI G. COOPER,  
20 FERNANDINA BEACH, LLC, on behalf of  
themselves and all others similarly situated,

21 Plaintiffs,

22 v.

23 SIMPSON STRONG-TIE COMPANY,  
24 INCORPORATED, a California corporation;  
25 SIMPSON MANUFACTURING, COMPANY,  
INCORPORATED, a Delaware corporation; and  
26 DOES 1 through 200, inclusive,

27 Defendants.

No.

**CLASS ACTION COMPLAINT**

CLASS ACTION

JURY TRIAL DEMAND

1 Plaintiffs Cary W. Cooper, Terri G. Cooper and Fernandina Beach, LLC, on behalf of  
2 themselves and all others similarly situated, file this class action complaint against Defendants  
3 Simpson Strong-Tie Company, Simpson Manufacturing Company, Inc., and Does 1 through  
4 200. On personal knowledge of their own circumstances, and upon investigation and  
5 information and belief of its counsel, Plaintiffs aver:

6 **INTRODUCTION**

7 1. Defendants Simpson Strong-Tie Company, Inc. and Simpson Manufacturing  
8 Co., Inc. (jointly “Simpson”) develop, manufacture, advertise, sell, and distribute galvanized  
9 hurricane straps (the “Product”) throughout the United States for installation in the foundations,  
10 framing, and doors of homes and other buildings.

11 2. Simpson fails to disclose that the Product is subject to premature and accelerated  
12 corrosion, which causes the Product to fail well before its reasonable useful life, putting  
13 homeowners at risk and requiring costly repairs.

14 3. Plaintiffs bring this action to seek redress for damages caused by Simpson’s  
15 wrongful conduct.

16 **JURISDICTION**

17 4. This Court has jurisdiction over this case under 28 U.S.C. § 1332(d)(2) because:  
18 (1) this is a class action with more than one hundred (100) Class Members, many of whom,  
19 including the named Plaintiffs, live outside California; (2) Simpson Strong-Tie Company, Inc.  
20 is a California corporation, based in the state of California and is thus a citizen of the state of  
21 California; (3) Defendant Simpson Manufacturing Co. is a Delaware corporation, based in the  
22 state of California, and is thus a citizen of the state of California; (6) Plaintiffs and all Class  
23 Members are United States citizens; and (7) the matter in controversy exceeds the sum or value  
24 of \$5,000,000, exclusive of interest and costs.

25 **VENUE**

26 5. Venue in this Court is proper: (1) pursuant to 28 U.S.C. 1391(a)(1) because  
27 Defendants are headquartered in this District and do sufficient business in this District to

1 subject them to personal jurisdiction here; and (2) pursuant to 28 U.S.C. 1391(a)(2) because a  
2 substantial part of the events or omissions giving rise to the claim occurred in this District.

3 **INTRADISTRICT VENUE**

4 6. Venue in this Division of the Northern District is proper because a substantial  
5 part of the events or omissions which give rise to the claim occurred in Alameda County and  
6 Defendants are headquartered in this County.

7 **PARTIES**

8 7. Plaintiffs Cary W. Cooper and Terri G. Cooper are Georgia residents who own a  
9 home in Port St. Joe Florida.

10 8. Plaintiff Fernandina Beach, LLC is a Florida limited liability company that owns  
11 a home located in Fernandina Beach, Florida.

12 9. Defendant Simpson Strong-Tie Company, Inc. is a California corporation with  
13 its principal place of business in Pleasanton, California. Plaintiffs are informed and believe that  
14 Defendant Simpson Strong-Tie conducts business throughout the United States and was  
15 responsible for, or otherwise involved in, the development, manufacture, marketing, sales, and  
16 distribution of the Product.

17 10. Defendant Simpson Manufacturing Company, Inc. is a Delaware corporation  
18 with its principal place of business in Pleasanton, California. Plaintiffs are informed and  
19 believe that Simpson Manufacturing Company conducts business within the United States and  
20 was responsible for, or otherwise involved in, the development, manufacture, marketing, sales,  
21 and distribution of the Product.

22 11. Plaintiffs are ignorant of the true names and capacities of Defendants sued as  
23 Does 1 through 200, inclusive, and therefore sues these Doe Defendants by fictitious names.  
24 Plaintiffs will amend this Complaint to allege the true names and capacities of these  
25 fictitiously-named Doe Defendants when they are ascertained. Each of the fictitiously-named  
26 Doe Defendants is responsible for the conduct alleged in this Complaint and Plaintiffs'  
27 damages were actually and proximately caused by the conduct of the fictitiously named Doe

1 Defendants.

2 **FACTUAL ALLEGATIONS**

3 **A. Plaintiffs Cary and Terri Coopers’ Factual Allegations**

4 12. Plaintiffs Cary W. Cooper and Terri G. Cooper are Georgia residents who own a  
5 home in Port St. Joe, Florida.

6 13. Plaintiffs purchased the property on August 17, 2019. The property was built in  
7 2004 and had the Product installed to protect against hurricane force winds and seismic  
8 activity.

9 14. In 2019, a hurricane hit the area and caused severe damage to the Plaintiffs’  
10 home. Although the Product was marketed for the purpose of securing structures in “high wind  
11 events,” and Plaintiffs’ home suffered extensive damage that would have otherwise been  
12 prevented had the Product functioned as marketed. Due to premature corrosion, the straps were  
13 weakened and failed to secure Plaintiffs’ home.

14 15. Plaintiffs are now faced with extensive costs to repair the damage to their home  
15 and to install replacement straps to properly secure and protect their home against future similar  
16 events.

17 **B. Plaintiff Fernandina Beach’s Factual Allegations**

18 16. Plaintiff Fernandina Beach is a Florida LLC that owns a home located in  
19 Fernandina Beach, Florida.

20 17. Plaintiff purchased the property in September of 2011. The home on the  
21 property was built in 1997 and had the Product installed to protect against hurricane force  
22 winds and seismic activity.

23 18. Because of premature corrosion of the Product in Plaintiff’s home, the Product  
24 was no longer capable of protecting the home from collapse during high wind and seismic  
25 events. Thus, Plaintiff started replacing the failing Product with new hurricane straps made by  
26 Simpson in 2018.

27 19. Plaintiff has already noticed significant corrosion on the replacement Product.

1           20. Plaintiff has spent substantial amounts of money so far replacing corroded  
2 straps.

3           21. The Product continues to manifest problems to the present day, including  
4 accelerated corrosion and spalling (fragmenting) on or near the home’s foundation and  
5 structural support.

6           **C. Product Manufacturing Process and Representations**

7           22. Plaintiffs are informed and believe that Defendants have been manufacturing  
8 and selling the Product since approximately 1983. The Product is made of pre-formed strips of  
9 steel that have flanges used for connecting the Product to the structure.

10          23. The Product includes, but is not limited to, various galvanized steel hurricane  
11 straps including, but not limited to, steel, galvanized, and hot-dipped galvanized straps. The  
12 Product also includes mudsill anchors. Both are used in protecting homes against wind  
13 resistance, seismic activity, and hurricanes.

14          24. The Product is installed in various locations throughout homes and other  
15 structures, including the foundation, framing, and doors. The Product is supposed to protect the  
16 home by creating a load path resistant to increased uplift and lateral forces common to high-  
17 wind regions.<sup>1</sup>

18          25. Uplift refers to forces that can lift a home. The forces are generated when high  
19 winds blow over the top of the structure, creating suction that can lift the roof. These uplift  
20 forces must be transferred down to the foundation to prevent damage. Several connections or  
21 straps are required to create a continuous load path.<sup>2</sup> When used in the foundation, for  
22 example, the Product is placed in wet concrete, and, after the concrete cures, bent over a sill  
23 plate. The straps are then nailed to the structure.

24          26. The Product is also supposed to protect against lateral forces that make a  
25 structure rock, slide, or overturn.

26 \_\_\_\_\_  
27 <sup>1</sup> SIMPSON Strong-Tie, High Wind-Resistant Construction Application Guide F-C-HWRCAG16, p. 14 (2016).  
<sup>2</sup> *Id.*

1           27. Defendants have sold the Product to thousands of purchasers, including  
2 subdivision developers, home builders, and individual homeowners throughout the United  
3 States. The Product is often installed by the home builder, but is also installed and/or replaced  
4 by individual home owners.

5           28. Plaintiffs are informed and believe that Simpson marketed, promoted, sold, and  
6 distributed the Product for the purposes of being installed and incorporated into building  
7 construction projects for life safety purposes, to prevent injury and damage to persons and/or  
8 property from wind uplift forces and seismic activity.

9           29. Defendants provided, made and disseminated information, installation  
10 instructions, design specifications, and other representations as to the usage and qualities of the  
11 Product, so that the Product would be specified, included, installed, and incorporated in the  
12 design of various building construction projects for the purpose of securing and stabilizing  
13 structures against high wind, seismic and other similar events.

14           30. For example, Simpson widely circulated materials including, but not limited to,  
15 manuals and guides, stating that the Product “meet[s] or exceed[s] our customers’ needs and  
16 expectations.”<sup>3</sup> Simpson also represented that “whether [consumers] search by product or  
17 application, Simpson Strong-Tie has the right connector to help [consumers] build safe, strong  
18 structures.”<sup>4</sup> Simpson never adequately disclosed that the Product is subject to premature  
19 corrosion, rusting, failure, deterioration, and disintegration (“the Defect”).

20           31. Plaintiffs are informed and believe that the Product was installed and  
21 incorporated into the construction of the homes belonging to the Plaintiffs and other Class  
22 Members in accordance with the information, installation instructions, design specifications,  
23 and other representations provided, made, and disseminated by Simpson.

24           32. Plaintiffs purchased the homes and learned that the Product was beginning to  
25 prematurely and continuously corrode, rust, fail, deteriorate, and disintegrate, thus causing  
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27 <sup>3</sup> *Id.* at p. 5.

<sup>4</sup> *Id.* at p. 3.

1 cracking, spalling, and other damage compromising the structural stability of the home should  
2 there be high winds or seismic activity.

3 33. Plaintiffs are informed and believe that the Product installed and incorporated  
4 into the homes of Class Members is also prematurely and continuously corroding, rusting,  
5 failing, deteriorating, and disintegrating, thus creating a life safety issue, a dangerous condition  
6 and a substantial and unreasonable risk of serious personal injury and property damage, which  
7 will likely require repair and replacement of the Product, at substantial cost and expense to the  
8 Class Members, and will necessarily involve damage to other products.

9 34. As a direct result of the premature and continuing corrosion, rusting, failure,  
10 deterioration, and disintegration of the Product which has occurred and is occurring to homes,  
11 Plaintiffs and the Class Members have suffered damages, costs, loss, and expense, and are  
12 reasonably likely to suffer further damages, costs, loss, and expense in the future.

13 35. Defendants knew of the Defect since before Plaintiffs and the Class Members  
14 purchased their properties and failed to disclose to Plaintiffs and the Class Members the  
15 defective nature of the Product. Plaintiffs are informed and believe that Defendants consistently  
16 have represented, and continue to represent, that the Product is durable, good quality, and will  
17 secure and stabilize structures, without disclosing the Defect. These representations were  
18 published in product catalogs and manuals, as well as on the Defendants' website, and  
19 foreseeably repeated, as Defendants intended, by developers, builders, and others involved in  
20 the development, building and sale of homes. Defendants made the published representations  
21 and failed to disclose the Defect, knowing and intending that the representations and omission  
22 would be repeated to third parties, including consumers who purchased the structures.

23 Defendants communicated a common and repeated theme regarding the Product:

- 24 (a) That the Products are "free from defects in material or manufacturing";  
25 (b) That the Product "enable[s] structures to resist the movement, stress, and  
26 loading that results from impact events such as earthquakes and high velocity  
27 winds";

1 (c) That a “properly installed [Product] will perform in accordance with the  
2 specifications set forth in the applicable Simpson website.”<sup>5</sup>

3 36. Defendants knew yet failed to inform Plaintiffs and the Class Members that the  
4 Product would prematurely corrode and need to be replaced.

5 37. Simpson knew that the Product would prematurely corrode. Simpson never  
6 adequately warned consumers that the Product would prematurely corrode, weaken, and fail  
7 when installed in the foundation, framing, and doors of homes.

8 38. Defendants intended to mislead customers into believing that its Product  
9 provides adequate corrosion resistance by failing adequately to disclose that severe premature  
10 corrosion could and would compromise Defendants’ galvanized hurricane straps.

11 39. Defendants also deliberately failed to disclose that the Product would  
12 prematurely corrode, rendering the Product incapable of protecting against hurricane force  
13 winds and seismic activity.

14 40. Defendants continue to advertise and sell the Product for use in homes and other  
15 structures, omitting to disclose to Plaintiffs and the Class Members, their agents, or contractors,  
16 material facts concerning the Product including, but not limited to, that the Product is  
17 susceptible to accelerated corrosion and spalling, does not otherwise perform as represented,  
18 and fails far in advance of its reasonable useful life. All of these facts are material. The  
19 Product did not perform in accordance with the reasonable expectations of Plaintiffs and the  
20 Class Members in that it was not durable and suitable for use as a source of uplift and lateral  
21 resistance throughout the life of homes.

22 41. The Product is a manufactured galvanized metal strap that was defectively  
23 designed, tested, and manufactured, and will prematurely deteriorate when used in its intended  
24 manner and installed in homes.

25 42. As a result of Defendants’ prematurely failing Product, and Defendants’ failure  
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27 <sup>5</sup> SIMPSON StrongTie Connectors, [www.strongtie.com/fr\\_distributor.html](http://www.strongtie.com/fr_distributor.html), WaybackMachine August 5, 2001.



1 to disclose the defect, Plaintiffs have suffered actual damages because their homes are no  
2 longer properly protected from uplift and lateral resistance. The Product has failed and will  
3 continue to fail, damaging other building elements, causing continuous and progressive damage  
4 to Plaintiffs’ property, and requiring Plaintiffs to expend thousands of dollars to repair damage  
5 or replace the Product before the expiration of the useful life reasonably expected by Plaintiffs.  
6 Defendants are also responsible for the damage resulting from the course of repairs to replace  
7 the Product in Plaintiffs’ homes. Class members have suffered similar damages.

8 43. Because of the relatively small size of the typical damages, and the modest  
9 resources of most homeowners and of the individual Plaintiffs and Class Members, it is  
10 unlikely that most Class Members could afford to seek recovery against Defendants on their  
11 own. A class action is therefore the only viable, economical, and rational means for Class  
12 Members to recover from Defendants for the damages they have caused.

13 **CLASS ACTION ALLEGATIONS**

14 44. Plaintiffs bring this class action pursuant to Rule 23(b)(2) and Rule 23(b)(3) of  
15 the Federal Rules of Civil Procedure on behalf of itself and the Class Members. This action  
16 satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority  
17 requirements as set forth in Rule 23(a) and Rule 23(b)(3).

18 45. Plaintiffs advance this action on behalf of the following classes (together, the  
19 “Class” or “Class Members”):

20 National Class: All individuals in the United States who own residential structures  
21 constructed with Simpson hurricane straps embedded in the foundations or in the  
22 structural support and all former owners who paid to repair such straps. Excluded  
23 from the Class are Defendants, their legal representatives, assigns and successors  
24 and any entity in which Defendants have a controlling interest. Also excluded is  
the judge to whom this case is assigned and any member of the judge’s immediate  
family and judicial staff.

25 Florida Class: All individuals in the State of Florida who own residential  
26 structures constructed with Simpson hurricane straps embedded in the  
foundations or in the structural support, and all former owners who paid to repair  
27 such straps. Excluded from the Class are Defendants, their legal representatives,  
assigns and successors and any entity in which Defendants have a controlling

1 interest. Also excluded is the judge to whom this case is assigned and any member  
2 of the judge’s immediate family and judicial staff.

3 Claims for personal injury are specifically excluded from the Class.

4 46. Numerosity (Rule 23(a)(1)). Plaintiffs are informed and believe that the Classes  
5 are comprised of many thousands of property owners, making joinder impractical. The  
6 disposition of the claims of these Class Members in a single class action will provide  
7 substantial benefits to all parties and to the Court.

8 47. Communality (Rule 23(a)(2)). There are questions of law and fact common to  
9 all Class Members. Common questions include, but are not limited to, the following:

- 10 (a) Whether the Product is subject to premature corrosion well in advance of its  
11 reasonable useful life;
- 12 (b) Whether the Product is not suitable for use as a long-term hurricane and seismic  
13 structural connector;
- 14 (c) Whether Defendants knew of the defective nature of the Product before making  
15 it available for purchase and use by the Plaintiffs and Class Members;
- 16 (d) Whether Defendants failed to disclose to Plaintiffs and Class Members the  
17 defective nature of the Product;
- 18 (e) Whether Defendants had a duty to Plaintiffs and Class Members to disclose the  
19 true nature of the Product;
- 20 (f) Whether the facts not disclosed by Defendants to Plaintiffs and Class Members  
21 are material;
- 22 (g) Whether Defendants knew that the Product would prematurely fail, is not  
23 suitable for use as structural support to resist hurricane force winds and seismic  
24 forces in residences, and is otherwise not as represented by Defendants;
- 25 (h) Whether Defendants are liable for breach of express warranty;
- 26 (i) Whether Defendants are liable for breach of the implied warranty of  
27 merchantability or fitness for a particular purpose;

- 1 (j) Whether Defendants are liable for negligence;
- 2 (k) Whether Defendants are liable for non-disclosure;
- 3 (l) Whether Plaintiffs and Class Members are entitled to compensatory damages,
- 4 restitution, and the amounts thereof respectively;
- 5 (m) Whether Defendants should be declared financially responsible for notifying all
- 6 Class Members of the defective Product and for the costs and expenses of repair
- 7 and replacement of all defective hurricane straps and providing restitution of
- 8 monies paid and inadequate value given;
- 9 (n) Whether Defendants should be ordered to disgorge, for the benefit of Class
- 10 Members, all or part of their ill-gotten profits received from the sale of the
- 11 defective Product and/or to make full restitution to Plaintiffs and Class
- 12 Members; and
- 13 (o) Whether Defendants should be enjoined from continuing to market the Product,
- 14 as defined herein, utilizing misleading misrepresentations and omission of
- 15 material facts.

16 48. Typicality (Rule 23(a)(3)). The claim of the representative Plaintiffs are typical  
 17 of the claims of Class Members, in that the representative Plaintiffs, like all Class Members,  
 18 own structures in which the defective Product was installed. The representative Plaintiffs, like  
 19 all Class Members, have suffered a common injury: Plaintiffs, like all Class Members, have or  
 20 will incur the cost of repairing and/or replacing the defective Product in their homes and  
 21 repairing any consequential damage to other building components. The factual basis of  
 22 Defendants’ misconduct is common to all Class Members.

23 49. Adequacy (Rule 23(a)(4)). Plaintiffs will fairly and adequately represent and  
 24 protect the interests of the Class. Plaintiffs have retained counsel with substantial experience in  
 25 prosecuting consumer class actions, including actions involving defective building products,  
 26 the failure to disclose material information regarding product performance, and violation of  
 27 consumer protection statutes. Plaintiffs and their counsel are committed to vigorously

1 prosecuting this action on behalf of the Class and have the financial resources to do so. Neither  
2 Plaintiffs nor Plaintiffs' counsel have any interest adverse to those of the Class.

3 50. Predominance of Common Questions (Rule 23(b)(3)). Common questions of  
4 law and fact predominate over any questions involving individualized analysis.

5 Fundamentally, there are no material questions of fact or law that are not common to Class  
6 Members. Common questions include:

- 7 (a) Whether the Product is subject to premature failure well in advance of its  
8 represented useful life;
- 9 (b) Whether the Product is not suitable for its intended use, to secure structures  
10 against high winds and seismic forces;
- 11 (c) Whether Defendants knew, or should have known, of the defective nature of the  
12 Product before making it available for purchase and use by the Plaintiffs and  
13 Class Members;
- 14 (d) Whether Defendants failed to disclose to Plaintiffs and Class Members the  
15 defective nature of the Product;
- 16 (e) Whether Defendants, through making statements regarding the Product's  
17 qualities and recommended uses, had a duty to disclose the defect;
- 18 (f) Whether Defendant's failure to inform customers that the Product was  
19 susceptible to the failures alleged here was a material omission, the  
20 nondisclosure of which was a deceptive sales practice under the consumer  
21 protection statutes of applicable state law;
- 22 (g) Whether Defendant owed a duty to Plaintiffs and Class Members to exercise  
23 reasonable and ordinary care in the testing, design, production, manufacturing,  
24 warranting and marketing of the Product;
- 25 (h) Whether Defendants breached their duties to Plaintiffs and Class Members by  
26 designing, manufacturing, producing, marketing, advertising, and selling the  
27 defective Product to Plaintiffs and Class Members;

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- (i) Whether the facts not disclosed by Defendants to Plaintiffs and Class Member are material facts;
- (j) Whether Defendants knew, or should have known that the Product would prematurely fail, is not suitable for its intended use to secure structures, and is otherwise not as represented by Defendant;
- (k) Whether, in committing the acts alleged here, Defendants engaged in unfair competition and in an unfair business practice or practices within the meaning of California Business and Professions Code § 17200;
- (l) Whether Defendants are liable for breach of implied warranty;
- (m) Whether Defendants are liable for breach of express warranty;
- (n) Whether Defendants are liable for negligence;
- (o) Whether Plaintiffs and Class Members are entitled to compensatory damages, restitution, and the amounts thereof respectively;
- (p) Whether Defendants should be declared financially responsible for notifying all Class Members of the defective Product and for the costs and expenses of repair and replacement of all defective flooring materials and providing restitution of monies paid and inadequate value given;
- (q) Whether Defendants should be ordered to disgorge, for the benefit of Class Members, all or part of their ill-gotten profits received from the sale of defective Product and/or to make full restitution to Plaintiffs and Class Members; and
- (r) Whether Defendants should be enjoined from continuing to market the Product utilizing misleading omission of material facts.

51. Superiority (Rule 23(b)(3)). Plaintiffs and Class Members have all suffered and will continue to suffer harm and damages as a result of Defendants’ unlawful and wrongful conduct. A class action is superior to other available methods for the fair and efficient adjudication of the subject controversy. Because of the relatively small size of the individual Class Members’ claims, most Class Members likely would find the cost of litigating their

1 individual claims to be prohibitive and will have no effective remedy at law. Thus, absent a  
2 class action, Class Members will continue to incur damages and Defendants' misconduct will  
3 continue without remedy. The class treatment of common questions of law and fact is also  
4 superior to multiple individual actions or piecemeal litigation in that it conserves the resources  
5 of the courts and the litigants and promotes consistency and efficiency of adjudication. There  
6 is no impediment to the management of this action because of the virtual identity of the  
7 common questions of law and fact to all Class Members.

8       52. Injunctive Relief (Rule 23(b)(2)). Defendants have engaged and continue to  
9 engage in business practices which are unfair, unlawful, and/or fraudulent in violation of  
10 California's Unfair Competition Law (Business & Professions Code §§ 17200 *et seq.*) and  
11 California's False Advertising Law (Business & Professions Code §§ 17500 *et seq.*) by, among  
12 other things, advertising and representing that the Product has characteristics and benefits that it  
13 does not.

14       53. Plaintiffs seek class-wide injunctive relief on grounds consistent with the  
15 standards articulated in Rule 23(b)(2) that establish final injunctive relief as an appropriate  
16 class-wide remedy, in that Defendants continue to advertise the Product, continue to provide  
17 half-truths and misleading information about the Product, and continue to omit to disclose  
18 material facts regarding the Product.

19                   **ESTOPPEL FROM PLEADING THE STATUTE OF LIMITATIONS**

20       54. Defendants knew or reasonably should have known that the Product was  
21 defective before its sale.

22       55. Defendants affirmatively represented that the Product was resistant to corrosion  
23 and capable of withstanding loading from "earthquakes and high velocity winds."<sup>6</sup> Through  
24 these representations, Defendants created a reasonable expectation among ordinary customers  
25 and in the construction trades that the Product would have a useful life spanning the life of the  
26 home in which the Product was installed.

27 \_\_\_\_\_  
<sup>6</sup> High Wind-Resistant Construction Application Guide, p. 6.

1 56. Based upon Defendants’ misrepresentations, Defendants are equitably estopped  
2 from asserting a statute-of-limitations defense.

3 57. Alternatively, to the extent Defendants pursued a common policy of diverting  
4 warranty claims or other customer complaints about the Product through misleading and  
5 erroneous investigation, or delaying tactics that induced Plaintiffs or Class Members to not  
6 assert their rights in a timely manner, Defendants are equitably estopped from asserting a  
7 statute-of-limitations defense.

8 **FIRST CAUSE OF ACTION**  
9 **(Violation of California Consumers Legal Remedies Act (“CLRA”))**

10 58. Plaintiffs incorporate by reference the allegations contained in all preceding  
11 paragraphs of this complaint.

12 59. Defendants and the Doe Defendants are “persons” as defined by California Civil  
13 Code §1761(c).

14 60. Defendants engaged in unfair competition or unfair or deceptive acts or  
15 practices in violation of California Civil Code §1770(a)(5) and (a)(7) when Defendants  
16 represented, through their advertising and other express representations, that the Product had  
17 benefits or characteristics that it did not actually have and when Defendants made misleading  
18 statements about the Product’s durability and resistance to corrosion without further disclosing  
19 that the Product prematurely failed, damaging Plaintiffs and Class Members. Defendants  
20 further violated the CLRA when Defendants falsely represented that the Product was of a  
21 particular standard or quality. Finally, Defendants violated the CLRA when they advertised the  
22 Product with the intent not to sell it as advertised.

23 61. Defendants’ deceptive practices were specifically designed to induce Plaintiffs  
24 and Class Members to purchase the Product. Defendants sold the Product to Plaintiffs and  
25 Class Members, their agents, and/or third parties on whom they relied to persuade them to  
26 purchase and install the Product manufactured by Defendants, or to purchase homes in which  
27 the defective Product manufactured by Defendants has been installed. Had Defendants fully  
disclosed the Defect, Plaintiffs and Class Members would not have purchased homes that

1 contained the Product.

2 62. To this day, Defendants continue to engage in unlawful practices in violation of  
3 the CLRA. Defendants continue to conceal the defective nature of the Product, make  
4 misleading statements about the Product, and have omitted to disclose, on inquiry from  
5 Plaintiffs and Class Members, the Product’s defective propensities.

6 63. Plaintiffs served Defendants with notice of the violations of the CLRA by  
7 serving notice on their Chief Executive Officer by certified mail to their corporate offices, on  
8 December 2, 2019. Plaintiffs will amend this complaint to request actual damages once 30  
9 days have elapsed unless Defendants fully comply with the CLRA demand letter.

10 WHEREFORE, Plaintiffs on behalf of themselves and for all others similarly situated,  
11 demand injunctive relief, plus costs and attorneys’ fees pursuant to California Civil Code  
12 §1780(d).

13 **SECOND CAUSE OF ACTION**  
14 **(Violation of California Unfair Competition Law—Unlawful Business Practice)**

15 64. Plaintiffs incorporate the allegations contained in all preceding paragraphs of  
16 this Complaint.

17 65. California Business and Professions Code §17200 *et seq.* prohibits acts of unfair  
18 competition, which includes unlawful business practices.

19 66. Defendants engaged in unlawful business practices in that they created and sold  
20 a defective Product that prematurely fails due to poor design; failed to disclose material facts  
21 concerning the Product’s safety; failed to disseminate information known to them about the  
22 Product’s defect; impliedly warranted to Plaintiffs and Class members that the Product was  
23 required for a particular purpose; impliedly warranted that the Product was merchantable; failed  
24 to adequately warn Plaintiffs and Class Members of the Product’s defect; negligently designed  
25 and manufactured the Product; and concealed and suppressed material facts concerning the  
26 Product. Plaintiffs’ allege that Defendant violated California Civil Code §1770(a)(5) and (a)(7),  
27 violated California’s Unfair Competition Law, violated Florida’s Unfair and Deceptive Trade  
Practices Act, breached the express warranty, breach of the implied warranty of fitness, breach



1 the implied warranty of merchantability, was negligent, and committed fraud.

2 67. As a direct and proximate cause of Defendants' unfair and unlawful methods of  
3 competition and unfair, deceptive or unlawful acts or practices, Plaintiffs and Class Members  
4 have suffered actual damages in that they own homes and other structures on which the  
5 defective Product is or was installed. The Product has failed and will continue to prematurely  
6 fail due to its poor design, poor manufacture, and unsuitability for its intended purpose, which  
7 will require (or has already required) Plaintiffs and Class Members to incur costs to  
8 prematurely repair and/or replace their hurricane straps, as well as repair property damaged due  
9 to the need for such repairs and replacements.

10 68. As a proximate result of their unlawful practices, Defendants have been unjustly  
11 enriched and should be required to make restitution to the Plaintiffs and Class Members  
12 pursuant to §§ 17203 and 17204 of the California Business & Professions Code.

### 13 **THIRD CAUSE OF ACTION**

#### 14 **(Violation of California Unfair Competition Law – Unfair Business Practice)**

15 69. Plaintiffs incorporate by reference the allegations contained in all preceding  
16 paragraphs of this complaint.

17 70. Defendants engaged in an unfair business practice by failing to disclose material  
18 safety facts concerning the Product that they had a duty to disclose.

19 71. In California, the court must weigh the utility of the defendant's conduct against  
20 the gravity of the harm to the alleged victim.

21 72. The court may also find a business act unfair when it offends an established  
22 public policy or when the practice is immoral, unethical, oppressive, unscrupulous, or  
23 substantially injurious to consumers.

24 73. As a direct and proximate cause of Defendants' unfair methods of competition  
25 and unfair or deceptive acts or practices, Plaintiffs and Class Members have suffered actual  
26 damages in that they own homes and other structures in which the defective Product is or was  
27 installed. The Product will prematurely fail due to inadequate product testing, poor design

1 and/or manufacturing techniques, and poor installation guidelines, which will require Plaintiffs  
2 and Class Members to incur costs to prematurely repair and/or replace their hurricane straps.

3 74. As a proximate result of their unfair practices, Defendants have been unjustly  
4 enriched and should be required to make restitution to the Plaintiffs and Class Members  
5 pursuant to §§ 17203 and 17204 of the California Business & Professions Code.

6 **FOURTH CAUSE OF ACTION**  
7 **(Violation of Florida’s Deceptive and Unfair Trade Practices Act Florida Statute**  
8 **§ 501.201 *et seq.* (“FDUTPA”))**

9 75. Plaintiffs incorporate the allegations contained in all preceding paragraphs of  
10 this complaint.

11 76. This cause of action is brought pursuant to the Florida Deceptive and Unfair  
12 Trade Practices Act, Fla. Stat. § 501.201 *et seq.* The stated purpose of this Act is to “protect  
13 the consuming public . . . from those who engage in unfair methods of competition, or  
14 unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.”  
15 *Id.* §501.202(2).

16 77. Under the FDUTPA, a “Consumer” means an individual; child, by and through  
17 its parent or legal guardian; business; firm; association; joint venture; partnership; estate; trust;  
18 business trust; syndicate; fiduciary; corporation; any commercial entity, however denominated;  
19 or any other group or combination. Fla. Stat. Ann. § 501.203.

20 78. Plaintiffs and Florida Class Members are “consumers” and the transactions at  
21 issue in this complaint constitute “trade or commerce” as defined by FDUTPA. *See id.* §  
22 501.203(7)–(8).

23 79. FDUTPA declares unlawful, “[u]nfair methods of competition, unconscionable  
24 acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or  
25 commerce.” *Id.* § 501.204(1)

26 80. Defendants’ omission constitutes an unfair and deceptive practice under the  
27 FDUTPA. Defendants represented to Plaintiffs and Florida Class Members that the Product had

1 particular qualities, including that the Product met industry standards, that the Product was  
2 “free from defects in material or manufacturing, that the Product “enable[s] structures to resist  
3 the movement, stress, and loading that results from impact events such as earthquakes and high  
4 velocity winds,” and that a “properly installed [P]roduct will perform in accordance with the  
5 specifications set forth in the applicable Simpson website;” all qualities that were inconsistent  
6 with Defendant’s knowledge of the Product’s performance. Defendants’ failed to inform  
7 consumers, however, that the Product would prematurely corrode long before a reasonable  
8 consumer would expect under the circumstances. Defendants’ omission misled reasonable  
9 Florida Class Members into purchasing the Product to the consumers’ detriment—causing  
10 costly repairs and significant safety risks.

11 81. Furthermore, Defendants employed fraud, deception, false promises,  
12 misrepresentation, and the knowing concealment, suppression, or omission of material facts in  
13 the sale and advertisement of the Product in the State of Florida by:

- 14 (a) Representing that the Product was suitable for long-term structural support  
15 when, at best, Defendants lacked credible evidence to support those claims, and,  
16 at worst, Defendants knew the Product would fail prematurely and was not  
17 suitable for use against wind and seismic activity;
- 18 (b) Failing to disclose to, or concealing from, consumers, installers, and distributors  
19 material facts about the defective nature of the Product; and
- 20 (c) Failing to disclose its own knowledge of the defective nature of the Product.

21 82. Plaintiffs and the Florida Class Members directly or indirectly relied upon  
22 Defendants’ representations and omissions regarding the quality of the Product in their  
23 purchase decisions.

24 83. Plaintiffs and the Florida Class Members were misled by Defendants’  
25 misrepresentations and omissions.

26 84. As a direct and proximate result of the FDUTPA violations described above,  
27 Plaintiffs and the Florida Class Members have been injured in that they purchased the defective

1 Product or purchased homes or other structures with the defective Product, based on the  
2 misrepresentations and nondisclosures of material facts alleged above.

3 85. Had Plaintiffs and the Florida Class Members known the defective nature of the  
4 Product and the truth concerning Defendants' claims, they would not have purchased or would  
5 not have paid what they did for the Product or their structures.

6 86. As a result of Defendants' practices in violation of FDUTPA, Plaintiffs and  
7 Florida Class Members suffered an ascertainable loss in the form of monies paid to Defendants  
8 for the Product that, contrary to Defendants' representations, prematurely failed.

9 87. Accordingly, Plaintiffs and Florida Class Members are entitled to such damages,  
10 as well as equitable relief, costs, reasonable attorney's fees, and other relief, as are permitted  
11 under the law.

12 **FIFTH CAUSE OF ACTION**  
13 **(Breach of Express Warranty)**

14 88. Plaintiffs hereby incorporate by reference the allegations contained in all  
15 preceding paragraphs of this complaint.

16 89. Plaintiffs and the Class members are "buyers" within the meaning of each of  
17 their respective State's warranty statutes. See, e.g., Cal. Civ. Code § 1791(b); Fla. Stat. §  
18 672.103.

19 90. Defendants are "seller[s]" and/or "manufacturers" and the Product is a "good"  
20 within the meaning of each state's warranty statute. See, e.g., Cal. Civ. Code § 1791, (a)(j); Fla.  
21 Stat. §§ 672.103(1)(a)(d) (3) and 672.105.

22 91. Defendants made express warranties to Plaintiffs and Class Members by  
23 describing the goods such that the description became "part of the basis of the bargain," which  
24 created an express warranty that the goods "conform to the description." See, e.g., Cal. Civ.  
25 Code § 1793; Fla. Stat. § 672.313. However, the product does not have the quality that a buyer  
26 would reasonably expect and was therefore not merchantable.

27 92. Defendants' Product description did not limit the expected useful life of the

1 product.<sup>7</sup> The Product was described in such a way that a reasonable consumer would expect  
2 the Product to last the entire life of a home and that the Product was capable of resisting  
3 corrosion and protecting against strong winds and seismic activity for the entire life of the  
4 home. The Product did not conform to this description.

5 93. Any attempt by Defendants to disclaim the express warranty is unenforceable, as  
6 the disclaimer failed to mention the express warranty of fitness and was not conspicuous as  
7 required by law, and was both procedurally and substantively unconscionable, rendering it  
8 unenforceable.

9 94. As a result, Plaintiffs and the Class Members were injured through their  
10 purchase of unfit products.

11 95. Under each state's warranty statutes, Plaintiffs and Class Members are entitled  
12 to damages and other legal and equitable relief, including, at their election, the purchase price  
13 of the product, or the overpayment of amounts they paid for the Product.

14 **SIXTH CAUSE OF ACTION**  
15 **(Breach of Implied Warranty of Fitness)**

16 96. Plaintiffs incorporate by reference the allegations contained in all preceding  
17 paragraphs of this complaint.

18 97. Plaintiffs and Class members are "buyers" within the meaning of each of their  
19 respective State's implied warranty statutes. *E.g.*, Cal. Civ. Code § 1791(b); Fla. Stat. §  
20 672.103.

21 98. Defendants are "seller[s]" and/or "manufacturers" and the Product is a  
22 "consumer good" within the meaning of each state's warranty statute. Cal. Civ. Code § 1791,  
23 (a)(j); Fla. Stat. §§ 672.103(1)(a)(d) (3) and 679.1021.

24 99. Defendants impliedly warranted to Plaintiffs and Class Members that the  
25 Product, "at the time of the retail sale," was required for a particular purpose and that "the  
26 buyer is relying on the manufacturer's skill to select or furnish suitable goods." Cal. Civ. Code

27 \_\_\_\_\_  
<sup>7</sup> See High Wind-Resistant Construction Application Guide, p. 6.

1 § 1792.1; & 1792; Fla. Stat. § 672.315. However, the Product does not have the quality that a  
2 buyer would reasonably expect and was therefore not merchantable for the purpose for which  
3 the Product was sold.

4 100. Defendants' Product is not fit for the ordinary purposes for which such goods  
5 are sold, yet Defendants sold the Product knowing that Plaintiffs and Class Members required  
6 the Product for a particular purpose and that the Plaintiffs and Class Members relied on the  
7 manufacturer's skill to furnish suitable goods.

8 101. Any attempt by Defendants to disclaim the implied warranty of fitness is  
9 unenforceable, as the disclaimer failed to mention the implied warranty of fitness and was  
10 not conspicuous as required by law, and was both procedurally and substantively  
11 unconscionable, rendering it unenforceable.

12 102. As a result, Plaintiffs and Class Members were injured through their purchase of  
13 unfit products.

14 103. Under each state's implied warranty of fitness statutes, Plaintiffs and Class  
15 Members are entitled to damages and other legal and equitable relief, including, at their  
16 election, the purchase price of the product, or the overpayment of amounts they paid for the  
17 Product.

18 **SEVENTH CAUSE OF ACTION**  
19 **(Breach of Implied Warranty of Merchantability)**

20 104. Plaintiffs incorporate the allegations contained in all preceding paragraphs of  
21 this complaint.

22 105. Plaintiffs and Class members are "buyers" within the meaning of each of their  
23 respective State's implied warranty statutes. *E.g.*, Cal. Civ. Code § 1791; Fla. Stat. § 672.103.

24 106. Defendants are "seller[s]" and the Product is a "consumer good" within the  
25 meaning of each state's warranty statutes. Cal. Civ. Code § 1791, (a)(j); Fla. Stat. §§  
26 672.103(1)(a)(d) (3) and 679.1021.

27 107. Defendants impliedly warranted to Plaintiffs and Class Members that the  
product was "merchantable" within the meaning of Cal. Civ. Code § 1792.1; & 1792; Fla. Stat.

1 § 672.314. However, the Product does not have the quality that a buyer would reasonably  
2 expect and was therefore not merchantable.

3 108. Defendants' product is not fit for the ordinary purposes for which such goods  
4 are sold.

5 109. Any attempt by Defendants to disclaim the implied warranty of merchantability  
6 is unenforceable, as the disclaimer failed to mention the implied warranty of merchantability  
7 and was not conspicuous as required by law, and was both procedurally and substantively  
8 unconscionable, rendering it unenforceable.

9 110. As a result, Plaintiffs and Class Members were injured through their purchase of  
10 non-merchantable products.

11 111. Under each state's implied warranty statutes, Plaintiffs and Class members are  
12 entitled to damages and other legal and equitable relief, including, at their election, the  
13 purchase price of the product, or the overpayment of amounts they paid for the Product.

14 **EIGHTH CAUSE OF ACTION**  
15 **(Negligence)**

16 112. Plaintiffs incorporate the allegations contained in all preceding paragraphs of  
17 this complaint.

18 113. Defendants had a duty to exercise reasonable care to avoid causing foreseeable  
19 risk of harm to Plaintiffs and Class Members when designing, formulating, manufacturing,  
20 compounding, testing, inspecting, packaging, labeling, distributing, marketing, promoting,  
21 advertising, selling, warning, and researching the Product, including taking action to reasonably  
22 provide notification to Plaintiffs and Class Members of the Product's propensity to prematurely  
23 corrode and deteriorate.

24 114. Defendants breached their duty to Plaintiffs and Class Members by not  
25 exercising reasonable care to avoid causing foreseeable risk of harm to Plaintiffs and Class  
26 Members. Defendants carelessly designed and manufactured a product that prematurely  
27 corrodes when installed in homes. Defendants did not take action to reasonably provide

1 notification to Plaintiffs and Class Members of the Product's propensity to prematurely corrode  
2 and deteriorate. Repairs necessarily include harm to other products.

3 115. Defendants breached their duty of care, causing Plaintiffs and Class Members to  
4 make costly repairs to their homes. Defendants' careless action, or inaction, was the legal cause  
5 of Plaintiffs and Class Members' harm.

6 116. Defendants failed to use reasonable care to warn about the Product's dangerous  
7 condition or about facts that made the Product likely to be dangerous.

8 117. Defendants knew or reasonably should have known that the Product was  
9 dangerous or was likely to be dangerous when used or misused in a reasonably foreseeable  
10 manner.

11 118. Defendants knew or reasonably should have known that Plaintiffs and Class  
12 Members would not realize the danger.

13 119. Defendants failed to adequately warn of the danger. A reasonable manufacturer  
14 under the same or similar circumstances would have warned of the danger.

15 120. As a result of Defendants' failure to warn, Plaintiffs and Class Members were  
16 harmed and repairs resulting from Defendants' failure to warn caused or will cause damage to  
17 other property.

18 **NINTH CAUSE OF ACTION**  
19 **(Fraud/Non-Disclosure/Concealment)**

20 121. Plaintiffs hereby incorporate by reference the allegations contained in all  
21 preceding paragraphs of this complaint.

22 122. As alleged above, Defendants concealed and suppressed material facts  
23 concerning the Product.

24 123. Defendants had a duty to disclose facts concerning the inability of the Product to  
25 withstand environmental factors that cause premature corrosion because they were known  
26 and/or accessible only to the Defendants, who had superior knowledge and access to the facts,  
27 and the Defendants knew they were not known to or reasonably discoverable by Plaintiffs and  
Class Members. The omitted and concealed facts were material



1 124. Defendants actively concealed and/or suppressed these material facts, in whole  
 2 or in part, to protect its profits, and did so at the expense of Plaintiffs and the Class Members.

3 125. Because the omitted facts were material, Plaintiffs and all Class Members are  
 4 entitled to a presumption and would have acted differently – not purchasing the Defendants’  
 5 Product or paying less for it – if the true facts had been disclosed to them. And, in fact,  
 6 Plaintiffs and the Class Members were unaware of these omitted material facts and would not  
 7 have acted as they did if they had known of the concealed and/or suppressed facts.

8 126. Plaintiffs and the Class Members’ actions were justified. Defendants were in  
 9 exclusive control of the material facts and such facts were not known to the public, Plaintiffs,  
 10 or the Class Members.

11 127. Because of the concealment and/or suppression of the facts, Plaintiffs and Class  
 12 Members sustained damage because they purchased homes with Simpson hurricane straps that  
 13 they would not have otherwise purchased.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiffs pray that the Court enter judgment against Defendants, and  
 16 each of them, and in favor of Plaintiffs, and to award the following relief:

17 1. Certification of both National and Florida classes, and appointing Plaintiffs as  
 18 class representatives;

19 2. Appointment of the undersigned as counsel for the proposed Classes;

20 3. Injunctive relief requiring Defendants to replace and/or repair all Products  
 21 installed in structures owned by the Plaintiffs and Class Members;

22 4. A declaration that Defendants must disgorge, for the benefit of the Plaintiffs and  
 23 Class Members, all or part of its ill-gotten profits received from the sale of defective Product,  
 24 and/or to make full restitution to Plaintiffs and the Class Members;

25 5. Damages, pursuant to the Fifth, Sixth, Seventh, Eighth and Ninth Causes of  
 26 Action (Plaintiffs will amend the complaint to seek damages under the First Cause of Action  
 27 once 30 days have elapsed unless Defendants have provided the requested relief herein);

- 1           6.     Restitution;
- 2           7.     Costs and attorneys’ fees,
- 3           8.     Leave to amend to conform to the evidence presented at trial; and
- 4           9.     Orders granting such other and further relief as may be appropriate.

**JURY TRIAL DEMAND**

Plaintiffs hereby demand a jury trial for all individual and Class claims so triable.

RESPECTFULLY SUBMITTED AND DATED this 2nd day of December, 2019.

ROBINS KAPLAN LLP

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CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Cary W. Cooper, Terri G. Cooper, Fernandina Beach, LLC

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Michael F. Ram; Marie N. Appel - Robins Kaplan LLP
2440 W El Camino Real, Suite 100, Mountain View, CA 94040
(650) 784-4040

DEFENDANTS

Simpson Strong-Tie Company, Inc., Simpson Manufacturing Company, Inc.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and incorporation status.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation-Transfer
8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Violation of CLRA, Cal. Civil Code §1770(a)(5) and (a)(7), California Business and Professions Code §17200, California Unfair Competition Law, and violation of Florida's Deceptive and Unfair Trade Practices Act Florida Statute § 501.201

Brief description of cause:

Plaintiffs allege that Defendants violated CLRA by engaging in unfair and deceptive acts through Defendant's advertisement and express representations of their hurricane straps products

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ 5,000,000.00

CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) X SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 12/02/2019

SIGNATURE OF ATTORNEY OF RECORD

/s/ Michael F. Ram

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Simpson Hurricane Straps Corrode Prematurely, Class Action Claims](#)

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