

1 Eric H. Gibbs (SBN 178658)  
2 ehg@classlawgroup.com  
3 Dylan Hughes (SBN 209113)  
4 dsh@classlawgroup.com  
5 Steve Lopez (SBN 300540)  
6 sal@classlawgroup.com

**GIBBS LAW GROUP LLP**  
7 One Kaiser Plaza, Suite 1125  
8 Oakland, California 94612  
9 Telephone: (510) 350-9700  
10 Facsimile: (415) 350-9701

11 Gregory F. Coleman (*pro hac vice* to be submitted)  
12 greg@gregcolemanlaw.com

13 Mark Silvey (*pro hac vice* to be submitted)  
14 mark@gregcolemanlaw.com

15 Lisa A. White (*pro hac vice* to be submitted)  
16 lisa@gregcolemanlaw.com

**GREG COLEMAN LAW PC**  
17 Bank of America Center  
18 550 Main Avenue, Suite 600  
19 Knoxville, TN 37902  
20 Telephone: (865) 247-0080  
21 Facsimile: (865) 522-0049

22 *Attorneys for Plaintiff*

23 **UNITED STATES DISTRICT COURT**  
24 **CENTRAL DISTRICT OF CALIFORNIA**

25 ROGER MIHAY, on behalf of himself  
26 and all others similarly situated,

27 Plaintiff,

28 v.

EZ-FLO INTERNATIONAL, INC.,

Defendant.

Case No. 5:15-cv-411

**CLASS ACTION COMPLAINT**

JURY TRIAL DEMANDED

1 Plaintiff Roger Mihay, on behalf of himself and all others similarly situated,  
2 alleges as follows:

3 **NATURE OF CASE**

4 1. This proposed class action concerns braided steel water supply hoses  
5 manufactured by EZ-Flo International, Inc. These hoses connect water supply pipes to  
6 household fixtures, including faucets, toilets, washing machines, and dishwashers.

7 2. EZ-Flo hoses are defective because they leak and burst, creating the  
8 potential for catastrophic flooding and property damage. Because water conducts  
9 electricity, the defect also creates a serious risk of injury from electrocution, as well as a  
10 risk of fire from subsequent electrical shorting.

11 3. Although EZ-Flo knows about the defect, the company continues to sell the  
12 hoses without disclosing to consumers that they may leak or burst. Thousands of  
13 defective EZ-Flo braided hoses thus have been and continue to be installed across the  
14 country.

15 4. The defect in EZ-Flo hoses has damaged Plaintiff Mihay and other  
16 members of the proposed class. Plaintiff Mihay paid nearly \$2,000 to repair water  
17 damage from a defective braided hose that leaked in his home. No reasonable consumer  
18 would willingly purchase the hoses except for the fact that EZ-Flo represents their  
19 products to be dependable and conceals the high risk of rupturing.

20 5. Plaintiff Mihay brings claims on behalf of a proposed nationwide class for  
21 violations of the California Consumers Legal Remedies Act (CLRA), Cal. Civ. Code §  
22 1750 *et seq.*, California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et*  
23 *seq.*, and for negligence. In the alternative, he brings claims on behalf of a proposed  
24 Washington state class for violations of the Washington Consumer Protection Act,  
25 Wash. Rev. Code § 19.86.010 *et seq.*, and negligence under Washington law.

1 **PARTIES**

2 6. Plaintiff Roger Mihay is a citizen and resident of Olympia, Washington,  
3 located in Thurston County.

4 7. Defendant EZ-Flo International, Inc. is a corporation organized under the  
5 laws of California and headquartered in Ontario, California. EZ-Flo International  
6 produces products under the “Eastman” brand name.

7 **JURISDICTION AND VENUE**

8 8. This Court has jurisdiction over this action under the Class Action Fairness  
9 Act, 28 U.S.C. § 1332(d). The aggregated claims of the individual proposed class  
10 members exceed the sum or value of \$5,000,000, exclusive of interest and costs. This is a  
11 class action in which more than two-thirds of the proposed plaintiff class, on the one  
12 hand, and Defendant EZ-Flo, on the other, are citizens of different states.

13 9. This Court also has jurisdiction over EZ-Flo because it maintains its  
14 principal headquarters in California; is registered to conduct business in California; has  
15 sufficient minimum contacts in California; or otherwise intentionally avails itself of the  
16 markets within California through the promotion, sale, marketing, and distribution of its  
17 braided hoses such that the exercise of jurisdiction by this Court is proper and necessary.  
18 Moreover, EZ-Flo’s wrongful conduct (as described below) emanates from California  
19 and foreseeably affects consumers in California. Most of the events complained of below  
20 occurred in or emanated from EZ-Flo’s corporate headquarters in Ontario, California.

21 10. Venue is proper in this District under 28 U.S.C. § 1391(a) because EZ-Flo  
22 resides in this District and a substantial part of the events or omissions giving rise to  
23 Plaintiff’s claims occurred in this District.

24 **SUBSTANTIVE ALLEGATIONS**

25 11. EZ-Flo International, Inc. is a corporation that designs, manufactures,  
26 markets, distributes, and sells braided stainless steel hoses. It designed and introduced  
27 steel braided hoses as a superior alternative to rigid metal pipes and rubber hoses.  
28

1           12. Braided hoses transport water from a supply pipe to a plumbing fixture  
2 (e.g., toilet, faucet, or washing machine). The hoses consist of three primary parts: a  
3 flexible rubber inner tubing, an outer braided steel wire, and coupling nuts which  
4 connect the lines to adjacent plumbing fixtures. Braided stainless steel hoses are quite  
5 common in residential and commercial plumbing. An example of a typical braided hose  
6 is below:



7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20           13. EZ-Flo represents that its braided hoses are of high quality. For example, it  
21 describes its products on retailers’ websites as being “the standard in washing machine  
22 hoses” and as having “quality determined by what you can’t see.” On its own website,  
23 EZ-Flo says it has a commitment “to maintain the highest quality products” and as a  
24 result, “[e]very product is engineered and tested to meet Eastman’s highest standards for  
25 quality.”

26           14. On the back of its packages, under a heading that says “Guarantee,” EZ-Flo  
27 currently provides the following warranty for the braided hoses:  
28

1 This product is guaranteed not to burst for the life of a residential washing  
2 machine. The product is guaranteed to be free from defective materials and  
3 workmanship for a period of one year. Not liable for product damage due to  
4 improper use of [sic] installation. Coverage is limited to the replacement of  
5 the defective units without charge.

6  
7 15. EZ-Flo, which sells its products under the “Eastman” brand, also displays  
8 the following graphic on its braided hose packages:



17 16. Many EZ-Flo packages also prominently bear “Lifetime Guarantee” or  
18 “Lifetime Series.”





1 17. EZ-Flo's steel braided hoses contain a serious design defect, however,  
2 which poses a substantial risk of failure and which makes them unsafe for household  
3 use. As EZ-Flo knows, the metallic insert used to secure the coupling nut to the rubber  
4 hose cuts the rubber portion of the hose when exposed to the water pressure created  
5 under normal use. When the rubber hose is cut by the insert, the hose leaks and bursts,  
6 which can cause flooding and property damage. Also, because braided hoses are often  
7 installed near electrical outlets, appliances, and circuit boxes, flooding may cause  
8 shorting, fire, and electrocution. The U.S. Department of Housing and Urban  
9 Development lists "Water Leaks On or Near Electrical Equipment" as an Exigent Health  
10 and Safety Hazard that threatens life, health, and safety.

11 18. EZ-Flo has long known that its hoses are defective, and specifically that  
12 each hose, at the point of sale, has a propensity to rupture. For example, there are a  
13 substantial number of customer complaints online and others made directly to the  
14 company, along with warranty claims, distributor reports, and insurance subrogation  
15 claims. For example, the following customer complaints appear on Lowes' website at  
16 [http://m.lowes.com/pd/EASTMAN-72-in-800-PSI-Stainless-Steel-Washing-Machine-](http://m.lowes.com/pd/EASTMAN-72-in-800-PSI-Stainless-Steel-Washing-Machine-Hose/3375918/reviews)  
17 [Hose/3375918/reviews:](http://m.lowes.com/pd/EASTMAN-72-in-800-PSI-Stainless-Steel-Washing-Machine-Hose/3375918/reviews)

18  
19 The hot water hose failed after 11 months causing major damage - I believe  
20 a plain rubber hose would have lasted longer - Terrible product  
21 (Dec. 7, 2013 – Richmond, VA)

22  
23 I installed the hoses after installing new flooring in the laundry room. After  
24 only 7 days much to our surprise the hot water hose failed while the washing  
25 machine was running flooding the laundry room and basement. Emailed the  
26 manufacturer and they said they would replace the hose. I declined as I had  
27 no confidence in the product. I asked if they would like the hoses back to  
28 determine why it failed and they told me there are so few failures with the

1 product it was not necessary. From all the reviews maybe they should look  
2 at the hot water hoses. DON,T PURCHASE THIS PRODUCT!

3 (May 22, 2013 – Davenport, IA)  
4

5 I bought this set of stainless steel braided hoses with the expectation that I  
6 would never have to replace my washer hoses again. Words alone cannot  
7 express my disappointment that the hot water hose started leaking after only  
8 7 weeks. I definitely will not be replacing my hoses with the same  
9 manufacturer.

10 (Nov. 30, 2012 – Tulsa, OK)  
11

12 I purchased this unit from Lowes and had it installed along with a new  
13 clothes washer by the delivery crew. The hot water hose failed about 3  
14 weeks later, I found it leaking early one morning. Luckily minimum  
15 damage. Just 2 weeks later the cold water hose failed. Obviously burned  
16 twice, I wont be using Eastman products any more. Stay away !

17 (Nov. 6, 2012 – South Carolina)  
18

19 19. EZ-Flo has never disclosed the defect or potential hazards to potential  
20 purchasers of its braided hoses. The defect was not known or reasonably discoverable  
21 by Plaintiff Mihay and proposed class members before their purchases or without  
22 experiencing the defect first hand and exposing themselves to an unreasonable safety  
23 risk.

24 20. As a result of EZ-Flo's inaction and silence, consumers are unaware that  
25 they purchased, and continue to have unsafe and unreliable braided hoses in their homes.  
26 As EZ-Flo knows, a reasonable person would consider the defect important and would  
27 not purchase an EZ-Flo braided hose were the defect disclosed in advance or would pay  
28 substantially less for it.

1 21. Many owners of EZ-Flo hoses have also spent hundreds or thousands to  
2 repair significant property damage caused by hose failures resulting in flooding or leaks.  
3 Yet EZ-Flo remains unwilling to notify owners of its products about the defect or assist  
4 them with the cost of resulting repairs.

5 22. As a result of the defect in EZ-Flo's braided hoses, Plaintiff and members  
6 of the proposed class have suffered harm in the form of the loss of the benefit of the  
7 bargain. Specifically, Mr. Mihay and the members of the proposed class overpaid for  
8 products that were worth less than EZ-Flo represented, and which reasonable consumers  
9 would not have purchased had they known of the defect at the time of sale. In addition,  
10 Plaintiff and members of the proposed class have suffered damages, including  
11 significant property damage caused by flooding and leaks.

12 **PLAINTIFF'S EXPERIENCE**

13 23. In the fall of 2012, Plaintiff Roger Mihay bought a new washing machine  
14 and a pair of Eastman braided hoses for it. He purchased these products from a Sears  
15 store in Lacey, Washington. The braided hoses are stamped "EZ-Flo" and have a  
16 manufacture date of April 2012.

17 24. Mr. Mihay bought the hoses because they were advertised to be more  
18 durable and of higher quality than other hoses. The EZ-Flo hoses were more expensive  
19 than other available water hoses, but Mr. Mihay wanted hoses that would not leak or  
20 burst.

21 25. In January 2015, Mr. Mihay noticed that the floor around his washing  
22 machine had become bumpy. He reached under the washing machine and discovered  
23 that the ground was wet. Upon further investigation, Mr. Mihay found that water had  
24 been leaking from the EZ-Flo braided hose that linked the hot water source to the  
25 washing machine. The leak had ruined the floor around the washing machine.

26 26. As a result, Mr. Mihay had to repair and replace the floor around the  
27 washing machine, which cost approximately \$1,800.

28



1 27. Mr. Mihay would not have purchased and installed the EZ-Flo braided  
2 hoses, exposing his property to flooding and damage, and exposing himself and his  
3 family to health and safety risks, had EZ-Flo disclosed the defect that causes its braided  
4 hoses to have a propensity to burst and fail.

5 **CLASS ACTION ALLEGATIONS**

6 28. Plaintiff Mihay brings this action on behalf of himself and a proposed  
7 nationwide class, initially defined as:

8 *All persons who purchased an EZ-Flo braided steel hose in the United States.*

9 29. In the alternative, Plaintiff Mihay proposes to represent a Washington  
10 statewide class, initially defined as:

11 *All persons who purchased an EZ-Flo braided steel hose in the State of*  
12 *Washington.*

13 30. Excluded from the classes are: EZ-Flo; any affiliate, parent, or subsidiary of  
14 EZ-Flo; any entity in which EZ-Flo has a controlling interest; any officer, director, or  
15 employee of EZ-Flo; any successor or assign of EZ-Flo; anyone employed by counsel for  
16 Plaintiff in this action; any judge to whom this case is assigned, his or her spouse, and all  
17 persons within the third degree of relationship to either of them, as well as the spouses of  
18 such persons; and anyone who purchased an EZ-Flo braided hose for the purpose of  
19 resale.

20 31. This action has been brought and may properly be maintained on behalf of  
21 the classes proposed above under the criteria of Federal Rule of Civil Procedure Rule 23.

22 32. Numerosity. EZ-Flo has sold thousands of braided hoses. Members of the  
23 proposed classes likely number in the thousands and are thus too numerous practically  
24 join in a single action.

25 33. Existence and predominance of common questions. Common questions of  
26 law and fact exist as to all members of the proposed classes and predominate over  
27 questions affecting only individual class members. These common questions include:

28 a. Whether the braided hoses produced by EZ-Flo were defective;

- 1           b. Whether EZ-Flo knew or should have known about the defect and, if  
2           so, when EZ-Flo first discovered the defect;
- 3           c. Whether the existence of the defect would be important to a  
4           reasonable person;
- 5           d. Whether EZ-Flo disclosed the defect to potential customers; and
- 6           e. Whether EZ-Flo's conduct violated the Consumers Legal Remedies  
7           Act, Cal. Civ. Code § 1750 *et seq.*, the Unfair Competition Law, Cal.  
8           Bus. & Prof. Code § 17200 *et seq.*, and/or the Washington Consumer  
9           Protection Act (CPA), Wash. Rev. Code § 19.86.020.

10           34. Typicality. Plaintiff's claims are typical of the claims of the proposed  
11 classes. Plaintiff, as well as the class members he proposes to represent, purchased  
12 defective braided hoses, giving rise to substantially the same state and federal claims.

13           35. Adequacy. Plaintiff is an adequate representative of the proposed classes  
14 because his interests do not conflict with the interests of the members of the classes he  
15 seeks to represent. Plaintiff has retained counsel competent and experienced in complex  
16 class action litigation, and Plaintiff intends to prosecute this action vigorously. The  
17 interests of members of the classes will be fairly and adequately protected by Plaintiff  
18 and his counsel.

19           36. Superiority. The class action is superior to other available means for the fair  
20 and efficient adjudication of this dispute. The injury suffered by each potential class  
21 member, while meaningful on an individual basis, is not of such magnitude as to make  
22 the prosecution of individual actions against EZ-Flo economically feasible. Even if class  
23 members themselves could afford such individualized litigation, the court system could  
24 not. In addition to the burden and expense of managing many actions arising from the  
25 defect, individualized litigation presents a potential for inconsistent or contradictory  
26 judgments. Individualized litigation increases the delay and expense to all parties and the  
27 court system presented by the legal and factual issues of the case. By contrast, the class  
28

1 action device presents far fewer management difficulties and provides the benefits of  
2 single adjudication, economy of scale, and comprehensive supervision by a single court.

3 37. In the alternative, the proposed classes may be certified because:

- 4 a. The prosecution of separate actions by the individual members of the  
5 proposed class would create a risk of inconsistent or varying  
6 adjudication with respect to individual class members which would  
7 establish incompatible standards of conduct for EZ-Flo;
- 8 b. The prosecution of separate actions by individual class members  
9 would create a risk of adjudications with respect to them which  
10 would, as a practical matter, be dispositive of the interests of other  
11 class members not parties to the adjudications, or substantially impair  
12 or impede their ability to protect their interests; and
- 13 c. EZ-Flo has acted or refused to act on grounds generally applicable to  
14 the proposed classes, thereby making appropriate final and injunctive  
15 relief with respect to the members of the proposed classes as a whole.  
16

17 **FIRST CAUSE OF ACTION**

18 **(Violation of the Consumers Legal Remedies Act,  
19 Cal. Civ. Code. § 1750 *et seq.*)**

20 38. Plaintiff, on behalf of himself and the proposed nationwide class, realleges  
21 each and every allegation set forth above.

22 39. EZ-Flo is a “person” within the meaning of Civil Code §§ 1761(c) and  
23 1770, and has provided “goods” within the meaning of Civil Code §§ 1761(b) and 1770.

24 40. Plaintiff and members of the class are “consumers” within the meaning of  
25 Civil Code § 1761(d) and 1770, and have engaged in a “transaction” within the meaning  
26 of Civil Code § 1761(e) and 1770.

27 41. EZ-Flo’s acts and practices, undertaken in transactions intended to result  
28 and which did result in the sale of braided hoses, violate § 1770 of the Consumers Legal  
Remedies Act in that:

- 1 a. EZ-Flo represents that its goods have sponsorship, approval,  
2 characteristics, uses or benefits which they do not have;  
3 b. EZ-Flo advertises its goods with intent not to sell them as advertised;  
4 c. EZ-Flo represents that a transaction confers or involves rights,  
5 remedies, or obligations which it does not have or involve; and  
6 d. EZ-Flo represents that its goods have been supplied in accordance  
7 with a previous representation when they have not.

8 42. EZ-Flo has violated the Consumers Legal Remedies Act by failing to  
9 disclose, at the point of sale or otherwise, that the braided hoses are defective and thus  
10 have the propensity to fail prematurely, cause property damage, and endanger personal  
11 safety.

12 43. Had EZ-Flo adequately disclosed the defect, Plaintiff, members of the  
13 proposed class, and reasonable consumers would not have purchased or would have paid  
14 less for EZ-Flo braided hoses.

15 44. Pursuant to California Civil Code § 1780, Plaintiff seeks an order enjoining  
16 EZ-Flo from the unlawful practices described above, a declaration that EZ-Flo's conduct  
17 violates the Consumers Legal Remedies Act, and attorneys' fees and costs of litigation.

18 45. Plaintiff, on behalf of himself and the proposed nationwide class, notified  
19 EZ-Flo in writing of the CLRA violations and requested that EZ-Flo cure the violations.  
20 Should EZ-Flo not comply with Plaintiff's request, Plaintiff intends to amend his  
21 complaint and seek damages under the CLRA.

22  
23 **SECOND CAUSE OF ACTION**

24 **(For unlawful, unfair, and fraudulent business practices under**  
25 **Cal. Business and Professions Code § 17200 et seq.)**

26 46. Plaintiff, on behalf of himself and the proposed nationwide class, realleges  
27 each and every allegation set forth above.

1 47. EZ-Flo's acts and practices, as alleged in this complaint, constitute  
2 unlawful, unfair and/or fraudulent business practices, in violation of the Unfair  
3 Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*

4 48. The business practices engaged in by EZ-Flo that violate the Unfair  
5 Competition Law include failing to disclose, at the point of sale or otherwise, that its  
6 braided hoses are defective and thus have the propensity to fail prematurely, cause  
7 property damage, and endanger personal safety.

8 49. EZ-Flo engaged in unlawful business practices by violating the Consumers  
9 Legal Remedies Act, Civil Code § 1750 *et seq.*

10 50. EZ-Flo engaged in unfair business practices by engaging in:

- 11 a. Conduct where the gravity of consequences to Plaintiff and the  
12 proposed class outweighs the utility of that conduct;
- 13 b. Conduct that is immoral, unethical, oppressive, unscrupulous, or  
14 substantially injurious to Plaintiff and the proposed class; and
- 15 c. Conduct that undermines or violates the stated policies underlying the  
16 Consumers Legal Remedies Act, Civil Code § 1750 *et seq.*, which  
17 seeks to protect consumers against unfair and sharp business practices  
18 and to promote a basic level of honesty and reliability in the  
19 marketplace.

20 51. EZ-Flo engaged in fraudulent business practices by engaging in conduct that  
21 was and is likely to deceive a reasonable consumer.

22 52. As a direct and proximate result of EZ-Flo's unlawful, unfair and fraudulent  
23 business practices, Plaintiff and members of the proposed class have suffered injury in  
24 fact and lost money or property, in that they:

- 25 a. Purchased braided hoses that they otherwise would not have;
- 26 b. Paid more for braided hoses than they otherwise would have;
- 27 c. Paid to repair damage caused by defective braided hoses; and
- 28 d. Are left with braided hoses of diminished value because of the defect.

1 Meanwhile, EZ-Flo has sold more braided hoses than it otherwise could have and  
2 charged inflated prices, unjustly enriching itself.

3 53. Plaintiff and class members are entitled to equitable relief, including  
4 restitutionary disgorgement of all profits accruing to EZ-Flo because of its unlawful,  
5 unfair, fraudulent, and deceptive practices, attorneys' fees and costs, declaratory relief,  
6 and a permanent injunction enjoining EZ-Flo from its unlawful, unfair, fraudulent and  
7 deceitful activity.

8 **THIRD CAUSE OF ACTION**

9 **(Violation of the Washington Consumer Protection Act,**  
10 **Wash. Rev. Code § 19.86.010 *et seq.*)**

11 54. Plaintiff, on behalf of himself and the proposed Washington class, realleges  
12 each and every allegation set forth above.

13 55. EZ-Flo's sales of braided hoses to consumers constitute "trade" or  
14 "commerce" within the meaning of Wash. Rev. Code § 19.86.010(2) because they are the  
15 sale of assets and are commerce that affects the people of the state of Washington.

16 56. EZ-Flo violated the Washington Consumer Protection Act (CPA), Wash.  
17 Rev. Code § 19.86.020 by engaging in deceptive practices in connection with  
18 transactions—namely, the sale of EZ-Flo braided hoses to Plaintiff and the proposed  
19 classes—that were intended to result and did result in the sale of goods to consumers.

20 57. In connection with the sale of braided hoses to Plaintiff and proposed class  
21 members, EZ-Flo failed to disclose that the braided hoses are defective. This deceptive  
22 practice is likely to mislead a reasonable consumer, has the capacity to deceive  
23 substantial portions to the public, and is in violation of the public interest.

24 58. EZ-Flo's conduct injured Plaintiff and members of the proposed class,  
25 because as a direct and proximate result of EZ-Flo's conduct, they paid for a product that  
26 was worth less than what EZ-Flo represented. Plaintiff and members of the proposed  
27 class would not have bought the product if they had known about the defect. They have  
28 also suffered harm to their personal property as a result of water damage from defective



1 EZ-Flo braided hoses. Meanwhile, EZ-Flo has sold more braided hoses than it  
2 otherwise would have and charged inflated prices, unjustly enriching itself.

3 59. EZ-Flo's actions are against the public interest because they are part of a  
4 generalized course of conduct that has the capacity to continue to injure consumers.  
5 Because EZ-Flo braided hoses contain a defect, and because EZ-Flo refuses to disclose  
6 that defect to consumers, there is a strong likelihood that additional consumers have  
7 been and continue to be injured in exactly the same fashion as Plaintiff.

8 60. Pursuant to Wash. Rev. Code § 19.86.090, Plaintiff Mihay seeks actual and  
9 treble damages and appropriate equitable and injunctive relief, including an order  
10 requiring EZ-Flo to adequately disclose the defect, and an order enjoining EZ-Flo from  
11 selling the defective braided hoses in the future, as well as attorneys' fees and costs.

#### 12 13 **FOURTH CAUSE OF ACTION**

##### 14 **(Negligence)**

15 61. Plaintiff, on behalf of himself and the proposed nationwide class, or in the  
16 alternative, on behalf of himself and the proposed Washington class, realleges each and  
17 every allegation set forth above.

18 62. EZ-Flo owed a duty to Plaintiff and the proposed class members to exercise  
19 reasonable care in designing, testing, and manufacturing the braided hoses so that they  
20 were reasonably safe and fit for their intended use.

21 63. Once it discovered the defect, EZ-Flo owed a duty to Plaintiff and the  
22 proposed class members to disclose its existence, disclose the potential dangers, and to  
23 stop selling and recall the defective braided hoses.

24 64. EZ-Flo also owed a duty to Plaintiff and the proposed class members not to  
25 engage in fraudulent or deceptive conduct, including the knowing omission of material  
26 information such as the existence of the defect. This duty is independent of any  
27 contractual duties EZ-Flow may owe or may have owed.

28

1           65. A finding that EZ-Flo owed a duty to Plaintiff and proposed class members  
2 would not significantly burden EZ-Flo. EZ-Flo has the means to properly design a  
3 reasonably safe product and to efficiently notify owners about the defect. The cost borne  
4 by EZ-Flo for these efforts is insignificant in light of the dangers posed to Plaintiff and  
5 proposed class members by EZ-Flo's failure to exercise reasonable care in the design and  
6 production of the hoses, and failure to disclose the existence of the defect to consumers  
7 and notify them about the potential harm.

8           66. EZ-Flo breached its duty to Plaintiff and the members of the proposed class  
9 because it did not exercise reasonable care in the design, testing, and manufacture of the  
10 braided hoses. EZ-Flo knew or should have known that the hoses carry a substantial risk  
11 of property damage and personal injury.

12           67. EZ-Flo also departed from a reasonable standard of care by failing to  
13 disclose and deceptively concealing the defect from Plaintiff and proposed class  
14 members. EZ-Flo has long known about the defect, but continues to sell the defective  
15 hoses.

16           68. EZ-Flo's conduct is contrary to public policy, which favors the exercise of  
17 reasonable care in the design and production of products and the disclosure of defects that  
18 may affect customer safety and result in serious property damage.

19           69. As a direct, reasonably foreseeable, and proximate result of EZ-Flo's failure  
20 to exercise reasonable care, disclose the existence of the defect, and provide appropriate  
21 repairs, Plaintiff and proposed class members have suffered damages in that they spent  
22 more money on braided hoses than they otherwise would have, have suffered injuries to  
23 their personal property as a result of water damage, and are left with braided hoses that  
24 are defective and of diminished value.

25           70. Plaintiff and the proposed class members could not through the exercise of  
26 reasonable diligence have prevented the damages or injuries caused by EZ-Flo's  
27 negligence. Neither Plaintiff nor other proposed class members contributed to EZ-Flo's  
28

1 failure to provide appropriate notice and repairs. Plaintiff and the proposed class seek to  
2 recover their damages caused by EZ-Flo.

3  
4 **PRAYER FOR RELIEF**

5 Plaintiff prays for judgment as follows:

- 6 a. For an order certifying the proposed nationwide or Washington state  
7 class and appointing Plaintiff and his counsel to represent the class;
- 8 b. For an order awarding Plaintiff and members of the class:
- 9 i. Damages, consequential damages, specific performance, and/or  
10 rescission, except that no monetary relief is presently sought for  
11 violations of the CLRA;
- 12 ii. Restitution, disgorgement of profits, or other equitable relief as  
13 the Court deems proper, except that no monetary relief is  
14 presently sought for violations of the CLRA;
- 15 iii. Pre-judgment and post-judgment interest; and
- 16 iv. Reasonable attorneys' fees and costs of suit, including but not  
17 limited to expert witness fees.
- 18 c. For an order enjoining EZ-Flo from continuing to engage in unlawful  
19 business practices as alleged above; and
- 20 d. For an order awarding such other and further relief as this Court may  
21 deem proper.
- 22  
23  
24  
25  
26  
27  
28

**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury on all claims so triable.

DATED: March 5, 2015

Respectfully submitted,

**GIBBS LAW GROUP**

By:           /s/ Eric Gibbs          

Eric Gibbs

Dylan Hughes  
Steve Lopez  
One Kaiser Plaza, Suite 1125  
Oakland, California 94612  
Telephone: (510) 350-9700  
Facsimile: (510) 350-9701

Gregory F. Coleman  
Mark Silvey  
Lisa A. White  
**GREG COLEMAN LAW, PC**  
550 Main Ave., Suite 600  
Knoxville, TN 37902  
Telephone: (865) 247-0080  
Facsimile: (865) 522-0049

*Attorneys for Plaintiff*