

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

MARC A. KNIGHT, individually and on behalf of all others similarly situated,)	Civil Action No.: 2:14-cv-01540-DCN
)	
Plaintiff,)	CLASS ACTION COMPLAINT
)	
vs.)	(Re: Defective Products)
)	Jury Trial Demanded
PELLA CORPORATION, an Iowa Corporation,)	
Defendant.)	
)	

The Plaintiff, Marc A. Knight, individually, and on behalf of all others similarly situated, complaining of the Defendant named herein, would respectfully allege and show the Court as follows:

NATURE OF ACTION

1. This is a class action asserting negligence/gross negligence, breach of express warranty, breach of implied warranties of merchantability and fitness for particular purpose, negligent misrepresentation, strict products liability and seeking damages in connection with defective fenestration products (windows and doors) designed, manufactured, marketed, advertised, distributed, and sold by Defendant, Pella Corporation, and Iowa Corporation (hereinafter "Pella").

THE PARTIES

2. Plaintiff Knight is a natural person and citizen of South Carolina. Knight owns a home in Mount Pleasant, South Carolina (Charleston County), in which Pella fenestration products are installed.

3. Defendant Pella was and is a corporation existing under the laws of the State of Iowa. At all times relevant herein, Pella Corporation transacted and conducted business in South Carolina.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332(d)(2) (diversity jurisdiction) and the Class Action Fairness Act, in that: (i) there is complete diversity as Plaintiff is a citizen of South Carolina and Defendant is domiciled, incorporated, and headquartered in Iowa; (ii) the amount in controversy exceeds \$5,000,000.00 (Five Million Dollars), exclusive of interest and costs; and (iii) there are 100 or more members of the proposed Plaintiff class.

5. Venue lies in this District pursuant to 28 U.S.C. § 1391 because Plaintiff resides in this Judicial District, and a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District. Additionally, at all times relevant herein, Pella has conducted and continues to conduct and/or transact business in this Judicial District, and therefore, is subject to personal jurisdiction in this District.

FACTUAL ALLEGATIONS

6. In 2014, Plaintiff Knight, purchased a residence with the property address of 630 Williamson Drive, Mount Pleasant, South Carolina.

7. Defendant Pella holds itself out to both the construction industry and the public at large as being providers of quality fenestration products (windows and doors), including the products that are the subject of this litigation.

8. At all times relevant herein, Defendant Pella was engaged in the marketing, sale, supply, and delivery of fenestration products in the State of South Carolina.

9. At all times relevant herein, Defendant Pella designed, manufactured, marketed, sold, supplied and distributed aluminum wood clad, Architect and Designer Series fenestration products (windows and doors, hereinafter “the Products”).

10. The Products were installed in Plaintiff Knight’s residence prior to his purchase.

11. The Products are defective and fail to perform at Plaintiff’s residence and at class members’ residences by permitting water intrusion through unsealed or inadequately sealed areas of the Products’ frame and into the interior of the residences.

12. The Products are defective and fail to perform at Plaintiff’s residence and at class members’ residences by permitting water to penetrate through the aluminum cladding without effectively discharging the water. The water congregates inside of the cladding, is absorbed by wood members, and causes rot, premature degradation, leaking, and failure of the wood within the aluminum cladding.

13. Degradation of the wood components permits additional water infiltration into the home in an accelerated cycle.

14. The water intrusion and above-described damages resulting from the Products constitutes “occurrences” resulting in “property damage” to property other than Pella’s “product” as those are terms commonly defined and used in the typical commercial general liability insurance policy.

15. The above-described defects are due to fundamental design, engineering, and manufacturing errors which should have been within Defendant Pella’s expertise.

16. Because the Products rot, prematurely degrade, otherwise fail, and permit water intrusion, they violate the building codes and industry standards.

17. The above-described deficiencies exist at the time the Products leave the factory.

18. Failure of the Products begins upon installation, and continues during repeated and prolonged exposure to weather and ordinary use.

19. Defendant Pella knew or should have known that the defects were present at the time the products left its control.

20. Defendant Pella knew or should have known the potential for leakage, rot, premature degradation, and failure of its Products, but failed to adequately correct the defective design or formulation that resulted in said damage.

21. Defendant Pella knew or should have known the potential for leakage, rot, premature degradation, and failure of its Products, but failed to adequately correct the defective manufacture and that resulted in said damage.

22. Defendant Pella failed to warn purchasers, installers, or users of the above-described risks of failures.

23. The purchase of Defendant Pella's Products includes a written express warranty which forms part of the basis of the bargain between Defendant Pella and the purchaser at the time of sale. See Exhibit A.

24. The Products' written express warranty also forms part of the basis of the bargain between the seller of the home and home buyers, including Plaintiff Knight and class members.

25. Plaintiff Knight's purchase agreement for the sale of the home contains a provision assigning any manufacturer's and supplier's warranties to Plaintiff at the time of conveyance.

26. The typical purchase agreement for the sale of class members' homes likely contains the same or similar provision transferring or assigning manufacturers' and suppliers' warranties to them at the time of purchase or conveyance.

27. The transfer or assignment of the manufacturers' and suppliers' warranties, which would include the window and door warranties, forms part of the basis of the bargain at the time Plaintiff and class members purchased the homes.

28. Even where a manufacturer or supplier warranty transfer provision is not present, the average homeowner expects at the time of purchase, his or her home comes with such warranties, including a window and door warranty against defects.

29. Defendant Pella also expressly and implicitly represents in documents available to the public that its warranty is part of the product being sold, and that the written warranties apply to the owners of the homes containing the Products.

30. Defendant Pella represents in its express warranty and documents available to the public that the Products would be free from defective materials and workmanship for at least 10 years.

31. Plaintiff Knight and putative class members relied upon these representations when Plaintiff Knight purchased the Products and/or structures containing the Products.

32. Defendant Pella's representations, expressly and impliedly, through its website, brochures, and marketing materials that the Products are suitable and free from defects, were intended to and likely did affect the market by inducing builders, contractors, suppliers, and others to purchase the Products.

33. Defendant Pella was put on notice of defects and resultant damages in the Products by other homeowners in South Carolina and various other states across the country.

34. Defendant Pella's shipping of the Products with actual or constructive knowledge of the defects, or with negligent or reckless disregard of the presence of defects constituted a

breach of its express warranty, and makes the limitations of the express warranty unconscionable in all respects, and therefore void *ab initio*.

35. The published Pella written warranties include the following limitations and defects (hereinafter “limitations”)(Exhibit A):

- (a) Defendant Pella purports to limit its responsibility to defects in materials and workmanship only;
- (b) The warranty limits coverage of the cost of labor for repair or replacement of defect products to two (2) years;
- (c) The warranty excludes the cost of labor related to sash or IGU replacement;
- (d) The warranty requires that the homeowner be able to identify a “defect” in the Products;
- (e) The warranty requires the pre-payment of an inspection fee once notice of a defect is given;
- (f) The warranty purports to limit its responsibility by providing a remedy of repair, replacement, or refund solely at its option;
- (g) The warranty excludes shipping, and all other costs associated with removal or installation of products for repair or replacement;
- (h) The warranty excludes any liability for consequential or incidental damages;
- (i) The warranty purports to exclude any liability in excess of the purchase price of the product; and

- (j) The warranty purports to exclude any costs associated with finishing of any replacement product, or finishing or repairing trim, associated with damage caused by the defective product.

36. The warranty is not a negotiated contract and is so one-sided that no reasonable person would ever knowingly agree to its terms if properly disclosed.

37. Further, Defendant Pella has engaged in a pattern and practice of failing to honor or discouraging warranty claims by requiring the property owner to pay for an inspection of the Products prior to a diagnosis of a defect, along with the materials associated with repair the Products, and the labor for such repair after two (2) years. The labor for window sash and/or IGU replacement is never provided under the warranty.

38. The above described pattern and practice by Defendant Pella has the effect of discouraging defect claims by class members.

39. Moreover, during contact with class members, Defendant Pella conceals its knowledge of defects in the Products in the class members' residences.

40. As Defendant Pella has known or should have known of its Products' defects and has failed to timely honor its warranty, the warranty has failed of its essential purpose and the limitations therein are null and void, and the Plaintiff and class members have otherwise not received the value for which their builders or contractors bargained at the time the Products were purchased or transferred to homeowners.

41. The defects in Defendant Pella's Products also make the Products unfit for their intended use.

42. Given the leaking, rotting, premature degradation, and failure of the Products, the Products have a reduced life expectancy, and require unexpected maintenance, repair, and replacement by Plaintiff and class members.

43. The Products' defects and resultant damages have caused a diminution of the value of the homes.

44. Defendant Pella knew or should have known that the Products did and do not satisfy industry standards.

45. Defendant Pella knew or should have known that its Products were defective in design and manufacture, not fit for their ordinary and intended use, not merchantable, and failed to perform in accordance with the advertisements, brochures, representations, marketing materials, and warranties disseminated by Defendant Pella.

46. Defendant Pella's Products failed to conform to the reasonable expectations of ordinary consumers such as Plaintiff Knight and class members.

47. Because the Products leak, and allow for increased water absorption, water penetration, rot, degradation, cause reduced life expectancy, and otherwise fail, the Products are neither durable nor suitable for use as an exterior building product.

48. The above-described defective conditions of the Products and resultant damages are present in Plaintiff Knight's home and are common among class members.

49. The Plaintiff and class members have been proximately damaged by the Products' above-described defective condition and Pella's above-described conduct.

CLASS ACTION ALLEGATIONS

50. Plaintiff Knight brings this action individually and as representative of all those similarly situated pursuant to Rule 23, F.R.C.P., on behalf of the Class. The Class is defined as follows:

All persons and entities that own structures located within the State of South Carolina in which Pella's aluminum clad Architect and Designer fenestration products (windows and doors) are installed.

This class excludes:

- a) any Judge or Magistrate presiding over this action and members of their families;
- b) any employees of Pella;
- c) any entity in which Pella has a controlling interest or which has a controlling interest in Pella and its legal representatives, assigns, and successors;
- d) any person who has released Pella or is currently in litigation with Pella; and
- e) all persons who properly execute and file a timely request for exclusion from the Class.

Plaintiff proposes that the class be divided into subclasses if and as necessary to align class interests.

51. *Numerosity*: The Class is composed of a thousand or more persons geographically dispersed throughout the State of South Carolina, the joinder of whom in one action is impractical. Moreover, upon information and belief, the Class is ascertainable and identifiable from Pellas' records or identifying marks on the Products.

52. *Commonality*: The critical question of law and fact common to the Class that will materially advance the litigation is whether the Products are inherently defective, contrary to the expectations imparted by Pella through its warranties, representations and omissions.

53. Furthermore, other questions of law and fact common to the Class that exist as to all members of the Class and predominate over any questions affecting only individual members of the Class include the following:

- (a) Whether the Products are defective;
- (b) Whether Pella was negligent in its design and manufacture of the Products;
- (c) Whether Pella knew or should have known about the defective condition of the Products;
- (d) Whether Pella concealed and/or failed to disclose the defective condition of the Products to consumers;
- (e) Whether Pella breached its express and implied warranties;
- (f) Whether the Plaintiffs are entitled to prejudgment interest, attorneys' fees, and costs from Pella; and
- (g) Whether Pella's conduct was negligent, reckless, willful, wanton, intentional, fraudulent or the like, entitling Plaintiffs to statutory or punitive damages from Pella.

60. *Typicality*: Plaintiff Knight's claims are typical of the claims of the members of the Class, as all such claims arise out of Pella's conduct in designing, manufacturing, marketing, advertising, warranting and selling the defective Products and Pella's conduct in concealing the defect in the Products to owners, contractors, developers, and suppliers.

61. *Adequate Representation*: Plaintiff Knight will fairly and adequately protect the interests of the members of the Class and has no interests antagonistic to those of the Class given the Plaintiff is a member of the Class he also seeks to represent. The Plaintiff has retained

counsel experienced and competent in construction litigation, product liability, complex litigation and consumer class actions.

62. *Predominance and Superiority*: This class action is appropriate for certification because questions of law and fact common to the members of the Class predominate over questions affecting only individual members, and a Class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual joinder of all members of the Class is impracticable. Should individual Class members be required to bring separate actions, this Court and/or courts throughout South Carolina would be confronted with a multiplicity of lawsuits burdening the court system while also creating the risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-case basis, in which inconsistent results will magnify the delay and expense to all parties and the court system, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale and comprehensive supervision by a single court.

63. Moreover, Plaintiff envisions no unusual difficulty in the management of this action as a class action and the amount of money at stake for each member is not sufficient for each member to hire their own counsel and experts and to bring their own action.

ESTOPPEL FROM PLEADING THE STATUTE OF LIMITATIONS

64. Plaintiff and class members are within the applicable statute of limitations for the claims presented hereunder because Plaintiff and class members did not discover the defect, and could not reasonably have discovered the defect.

65. Due to coverage by the cladding, Plaintiffs are often unaware of the wood rot, degradation, and other failures until the end or expiration of Pella's warranty period.

66. Defendant Pella is estopped from relying on any statutes of limitation or repose by virtue of their acts of concealment, which include Defendant Pella's concealment from Plaintiff, class members, and the general public that its Products were defective, while continually marketing the Products as a durable and suitable product.

67. Defendant Pella had a duty to disclose that its Products were defective, unreliable, and inherently flawed in design and/or manufacture.

68. Plaintiff and class members had no knowledge of, and no reasonable way of discovering, the latent defects found in Defendant Pella's Products at the time they purchased the product or their homes, residences, buildings, and other structures.

69. Defendant Pella did not notify, inform, or disclose to Plaintiff and class members that there were defects in the Products.

70. Because Defendant Pella failed in its duty to notify Plaintiff and class members that its product was defective, the statute of limitations should be tolled on Plaintiff's and class members' claims.

ESTOPPEL FROM PLEADING WARRANTY LIMITATIONS AND DISCLAIMERS

71. Defendant Pella is also estopped from relying on any warranty limitation or disclaimer as a defense to Plaintiff's and class members' claims.

72. By virtue of Defendant Pella's acts, the Products installed in Plaintiff's and class members' residences have not lived up to Defendant Pella's warranties and representations, and given the defective condition of the Products and the premature deterioration the Products that require unexpected maintenance, wear and/or replacement, the Products have not proven to be of value when compared to other fenestration products.

73. Defendant Pella knew or should have known that its Products were defective in design and/or manufacture, and said Products were not fit for their ordinary and intended use, were not merchantable, and failed to perform in accordance with the advertisements, marketing materials and warranties disseminated by Defendant Pella or with the reasonable expectations of ordinary consumers such as Plaintiff and class members.

74. Accordingly, any warranty provided by Defendant Pella fails its essential purpose because its purports to warrant that the Products will be free from defects for a prescribed period of time when in fact said Products fall far short of the applicable warranty period.

75. Moreover, Defendant Pella's warranties are woefully inadequate to repair and replace failed Products, let alone reimburse for any damage suffered to the underlying structure due to the inadequate protection provided by the product. The remedies available under Defendant Pella's warranties are limited to such an extent that they do not provide a minimum adequate remedy.

76. As a result, any time limitations or disclaimers which restrict the remedies encompassed within Defendant Pella's warranties are unconscionable and unenforceable, and therefore, Defendant Pella is estopped from relying on the same.

FOR A FIRST CAUSE OF ACTION
Negligence/Gross Negligence

77. The above allegations are incorporated as fully as if stated verbatim herein.

78. At all times material hereto, Defendant Pella designed and manufactured the Products.

79. Defendant Pella had a duty to Plaintiff and class members to design and manufacture Products that were free of latent defects that would cause the Products to leak, rot, prematurely degrade, and otherwise fail.

80. Defendant Pella had a duty to Plaintiff and class members to test the Products to ensure adequate performance of the Products for a reasonable period of use.

81. Defendant Pella had a duty to Plaintiff and class members to ensure that the Products' components were suitable as an exterior product, either by testing or by verifying third-party test results.

82. Defendant Pella had a duty to Plaintiff and class members to ensure their products complied with industry standards.

83. Defendant Pella had a duty to Plaintiff and class members to forewarn purchasers, installers, and users regarding the known risk of product failures.

84. Defendant Pella failed to exercise ordinary and reasonable care in the design and manufacture of the Products.

85. Defendant Pella breached its duty to the Plaintiff and class members by failing to test the Products to ensure adequate performance of the Products for a reasonable period of use.

86. Defendant Pella breached its duty to Plaintiff and class members by failing to ensure that the Products' components were suitable, either by testing or verifying third-party test results.

87. Defendant Pella breached its duty to Plaintiff and class members by failing to ensure its products complied with industry standards.

88. Defendant Pella breached its duty to Plaintiff and class members by failing to forewarn purchasers, installers, and users regarding the known risk of product failures.

89. The Plaintiff and class have been damaged as a direct and proximate result of the negligence, carelessness, recklessness, willfulness, and wantonness of Defendant Pella as above-described.

90. As Defendant Pella's conduct was grossly negligent, reckless, willful, wanton, intentional, fraudulent, or the like, Plaintiff class is entitled to an award of punitive damages against Defendant Pella.

FOR A SECOND CAUSE OF ACTION
Breach of Implied Warranty

91. The above allegations are incorporated as fully as if stated verbatim herein.

92. Defendant Pella is a designer, manufacturer, and supplier of the Products, and for a number of years, marketed, warranted, distributed, and/or sold the Products in South Carolina.

93. Defendant Pella manufactured and sold its Products to Plaintiff, class members, and/or Plaintiff's and class members' agents, and in so doing, impliedly warranted to them that the product was of merchantable quality and fit for its intended use.

94. Defendant Pella's Products were not of merchantable quality and not fit for intended use when they left the factory due to the defects in the Products described herein.

95. The numerous and serious defects described herein make the Products unfit and inappropriate for its intended use within structures.

96. The Products are also unfit for their particular purpose. Defendant Pella manufactured and marketed its Products for climates with multiple seasons, including rainy weather seasons. Defendant Pella knew, or should have known, that its Products would be subjected to varying temperatures and weather conditions, including rain cycles, throughout each year. Due to the defects and resultant leakage, rot, premature degradation, and other failures, the Products are unfit for their particular purpose.

97. Despite having knowledge of the Products' defects, Pella has failed to provide an adequate remedy.

98. As Defendant Pella's express warranty (and warranty claims process thereunder) has been breached and/or is unconscionable and/or fails of its essential purpose, as described above, the limitations on implied warranties contained within the express warranty should be deemed null and void and of no effect or limitation.

99. As a result, Defendant Pella breached its implied warranties to Plaintiff and class members by producing, manufacturing, distributing and selling them a defective product that was unfit for its intended use and for a particular purpose.

100. Plaintiff and class members suffered and will continue to suffer losses as alleged herein, in an amount to be determined at trial.

101. As a direct and proximate result of Pella's breach of the implied warranty on the Products, the Plaintiff and class members have suffered actual and consequential damages.

FOR A THIRD CAUSE OF ACTION
Breach of Express Warranty

102. The above allegations are incorporated as fully as if stated verbatim herein.

103. Pella marketed and sold Products into the stream of commerce with the intent that the Products would be purchased by Plaintiff and class members.

104. The representations and warranties made by Pella in marketing and selling its Products formed part of the basis of the bargain between Defendant Pella and the purchasers of the Products at the time of the sale.

105. Purchase agreements for the sale of residences or structures, including Plaintiff Knight's purchase agreement, contained provisions transferring or assigning the manufacturers' warranties, including window and door warranties. Such provisions are valid transfers and assignments, and the transferred and assigned warranties formed part of the basis of the bargain at the time the home was purchased.

106. The Pella warranty certifies that Pella will replace or repair any of its products found to be defective by virtue of materials or workmanship provided that the defect occurs within its ten (10) year warranty period.

107. Upon information and belief, all of Pella's written warranties applicable to class members contain the same or similar provisions.

108. Through its written warranties, brochures, and marketing materials regarding the performance, durability, and quality of the Products, Pella created express warranties for the benefit of Plaintiff and class members.

109. Thus, Pella's express warranties and representations are applicable to the Products installed in Plaintiff's and class members' residences and/or structures.

110. Specifically, Pella expressly warranted to Plaintiff and class members that the Products purchased by Plaintiff and class members were free from defects in materials and workmanship that substantially impair their operation or performance and that they would last at least 10 years.

111. The Pella warranty further certifies that Pella will replace or repair any of its products found to be defective by virtue of materials or workmanship provided that the defect occurs within its ten (10) year warranty period.

112. However, Pella's warranties fail their essential purpose because they purport to warrant that the Products will be free from manufacturer defects for at least 10 years when in fact the Products fall far short of the applicable warranty period. To the contrary, due to the leakage in the Products, Pella's Products begin failing after only several years' or less use.

113. Moreover, Pella's warranties are woefully inadequate to repair and replace failed Products, let alone reimburse for any damage suffered to the underlying structure due to the

inadequate protection provided by the product. The remedies available in Pella's warranties are limited to such an extent that they do not provide a minimum adequate remedy. Further, the warranty is inadequate because Pella asserts that the defect is caused by the weather and/or installation.

114. Pella has denied, failed to pay in full, and/or failed to respond to warranty claims.

115. Accordingly, the limitations on remedies and the exclusions in Pella's warranties are unconscionable and unenforceable.

116. As a result of Pella's breach of its express warranties, Plaintiff and class members have suffered actual damages in that they purchased homes, residences, buildings, and other structures containing defective Products that have failed or are failing prematurely due to leakage and increased moisture absorption problems. This failure has required or is requiring Plaintiff and class members to incur significant expense in repairing or replacing their Products. Replacement is required to prevent on-going and future damage to the underlying structures or interiors of Plaintiff's and class members' residences.

117. Thus, as a direct and proximate result of Defendant Pella's breach of the express warranty on the Products, the Plaintiff and class has suffered actual and consequential damages.

FOR A FOURTH CAUSE OF ACTION
Negligent Misrepresentation

118. The above allegations are incorporated as fully as if stated verbatim herein.

119. Pella, through its marketing materials, website, brochures, product literature, warranties and agents, made representations to the Plaintiff and class members, builders, suppliers and the public about the superior quality of its Products and components.

120. Pella transmitted said representations to the Plaintiff and class members, builders, suppliers and the public while failing to disclose the defective condition of its Products,

including the substantial leakage and consequential damages that would or could likely result from its Products' defects.

121. Pella had a pecuniary interest in making these representations and non-disclosures and had a duty to communicate truthful information to the Plaintiff and class members, builders, suppliers and the public.

122. Pella breached its duty by failing to exercise due care in making the above-described representations and non-disclosures and the Plaintiff and class members, builders, suppliers and the public relied on these representations and non-disclosures.

123. The Plaintiff and class members have suffered a pecuniary loss as a direct and proximate result of their reliance upon these representations and non-disclosures.

FOR A FIFTH CAUSE OF ACTION
Strict Liability

124. The above allegations are incorporated as fully as if stated verbatim herein.

125. At all times relevant to this Complaint, Pella was in the business of designing, manufacturing, marketing, distributing and/or selling Products and had a statutory duty of care.

126. Defendant Pella breached this duty because its Products are defectively designed and manufactured and are unreasonably dangerous in that they allow water to intrude into the interior of the residence, resulting in damage to the Products and consequential damage to the structure into which the Products are installed.

127. Pella breached this duty because its Products are defectively designed and manufactured and are unreasonably dangerous in that they rot, degrade, and otherwise fail, thereby allowing air and water to intrude into the interior of the residence and cause damage to the Products and consequential damage to the structure into which the Products are installed.

128. Were the defects known at the time of design and manufacture, a reasonable person would conclude that the utility of the product did not outweigh the risk inherent in marketing a product designed and manufactured in that manner.

129. Feasible alternatives existed to make the Products safer for intended use at the time of design. Pella was very knowledgeable about the product and aware or should have been aware that feasible alternatives existed which would maintain the usefulness of the Products and eliminate the harm.

130. The Products reached the Plaintiff and class members, and were intended to reach the Plaintiff and class members, without substantial change in the condition in which they were sold.

131. Pella is in violation of South Carolina Code §15-73-10, for having designed, manufactured, marketed, distributed, and sold the Products, which were defective, to the Plaintiff and class members.

132. As a direct, foreseeable, and proximate result of the sale of the defective Products to Plaintiff and class members, the Plaintiff and class members have suffered significant physical damage to its properties, other contamination and deterioration, as well as diminution in the value of the properties.

133. Plaintiffs demand a trial by jury.

WHEREFORE, Plaintiff prays that this Court will certify a class and for judgment against Pella, for:

- 1) Plaintiff's and class members' actual and consequential damages as found by the jury; statutory or punitive damages against Pella; reasonable attorneys' fees; costs of suit; and prejudgment interest;

- 2) For such other and further relief at law or equity, both in general and special, as to which Plaintiff and class members by this Complaint show themselves to be entitled.

JUSTIN O'TOOLE LUCEY, P.A.

By: s/Justin Lucey
Justin Lucey (Fed. ID No. 5613)
Harper L. Todd (Fed. ID No. 10841)
415 Mill Street
Post Office Box 806
Mount Pleasant, SC 29465-0806
(843) 849-8400 phone
(843) 849-8406 facsimile

Attorneys for Plaintiffs

April 19, 2014
Charleston, South Carolina