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County of Sonoma
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Attorneys for Plaintiff, THORPE DESIGN, INC.

8 SUPERIOR COURT OF THE STATE CALIFORNIA
9 FOR THE COUNTY OF SANOMA

11 THORPE DESIGN, INC., a California
12 Corporation;

13 Plaintiff,

14 v.

16 HONEYWELL INC., a North Carolina
17 Corporation; SAFE SIGNAL, a company
18 of unknown origin and dba of POTTER
19 ELECTRIC SIGNAL COMPANY, LLC, a
20 Missouri Limited Liability Company;
21 POTTER ELECTRIC SIGNAL COMPANY,
22 LLC, a Missouri Limited Liability Company;
23 PACE SUPPLY CORP., a California
24 Corporation; and DOES 1 through 110;

Defendants.

CASE NO: SCV-273845

COMPLAINT FOR:

1. Negligence
2. Negligent Recall
3. Strict Products Liability –
Manufacturer Defect
4. Strict Products Liability – Design
Defect
5. Breach of Express Warranty
6. Breach of Implied Warranty of
Merchantability
7. Breach of Implied Warranty of
Fitness for a Particular Purpose
8. Implied Indemnity
9. Unfair Business Practices (Cal. Bus.
Prof. Code § 17200)
10. Tort of Another
11. Declaratory Relief

Plaintiff alleges:

GENERAL ALLEGATIONS

1. The true names and capacities of all Defendants DOE are unknown to Plaintiff who sues

1 them by such fictitious names under section 474 of the California Code of Civil Procedure. Each
2 Defendant DOE wrongfully caused Plaintiff injury and damage.

3 2. Plaintiff is informed and believes and upon such information and belief alleges that
4 Defendants, and each of them, were the agents, employees, servants, joint venturers and/or co-
5 conspirators of the remaining Defendants, and were acting within the course and scope of said
6 agency, employment, joint venture and/or conspiracy; that Defendants, and each of them, when
7 doing the things alleged herein, were the actual or ostensible agents of the remaining Defendants,
8 and were acting within the course and scope of said agency; and that each and every Defendant,
9 as aforesaid, when acting as a principal, was negligent in the selection, hiring, supervision and
10 continued employment of each and every other Defendant as an agent, employee or joint
11 venturer; and/or that said Defendant approved supported, participated in, authorized and/or
12 ratified the act and/or omissions of said employees, agents, servants, conspirators and/or joint
13 venturers.
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16 3. Plaintiff, THORPE DESIGN, INC. (hereinafter "Plaintiff") is a California Corporation
17 with its principal place of business in the City of Brentwood, County of Contra Costa, State of
18 California, and doing business in the County of Contra Costa.
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20 4. Defendant, HONEYWELL INC. (hereinafter "HONEYWELL"), is a North Carolina
21 corporation with its principal place of business in Morristown, County of Morris, State of New
22 Jersey and engaged in business and doing business in the State of California, including the
23 marketing, delivery, distribution and sale of fire sprinkler products.
24

25 5. Defendant, SAFE SIGNAL (hereinafter "SAFE SIGNAL"), is a company of unknown
26 origin with its principal place of business in Maryland Heights, County of St. Louis, State of
27 Missouri and engaged in business and doing business in the State of California, including the
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1 marketing, delivery, distribution and sale of fire sprinkler products.

2 6. Defendant, POTTER ELECTRIC SIGNAL COMPANY, LLC (hereinafter “POTTER”),
3 is a Missouri limited liability company with its principal place of business in St. Luis, County of
4 St. Luis, State of Missouri and engaged in business and doing business in the State of California,
5 including the marketing, delivery, distribution and sale of fire sprinkler products.

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7 7. Defendant, PACE SUPPLY CORP. (hereinafter “PACE”), is a California corporation
8 with its principal place of business in Rohnert Park, Sonoma County, State of California and
9 engaged in business and doing business in the State of California, including the marketing,
10 delivery, distribution and sale of fire sprinkler products.

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12 8. Plaintiff is informed and believes, and based on such belief, alleges that SAFE SIGNAL
13 is controlled, operated, owned, and/or subsidiary of POTTER.

14 9. Plaintiff is informed and believes and upon such information and belief alleges that
15 Defendants DOES 1 through 110, and each of them, inclusive, are engaged in the business of the
16 design, manufacture, marketing, distribution, shipment, delivery, warehousing and/or otherwise
17 involved in the stream of commerce of the products described herein or the product’s
18 components.

19
20 10. This Court has subject matter jurisdiction of all causes of action in this Complaint
21 pursuant to the California Constitution, as Plaintiff’s claims arise under the laws of the State of
22 California and are not preempted by federal law.

23
24 11. The amount of damages sought by Plaintiff exceeds the minimal jurisdictional limits of
25 the Superior Court and will be established according to proof at trial.

26 12. The Court has personal jurisdiction over the Defendants, and each of them, because they
27 are either citizens and/or doing business in this State.
28

1 13. Venue is proper in this Court pursuant to California Code of Civil Procedure sections 395
2 and Section 16 of article XII of the California Constitution. The contract and obligations arose
3 in the County of Contra Costa, was to be performed in the County of Contra Costa and the
4 obligation and/or liability arose in the County of Contra Costa.
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7 **FACTUAL ALLEGATIONS**

8 14. In or about 2017, Plaintiff began purchasing Flow Switch Glue-in CPVC F/1-2” Pipe,
9 System Sensor Model No. WFDNFS (hereinafter “SYSTEM SENSOR/HONEYWELL FLOW
10 SWITCH(ES)”), designed, manufactured, and/or supplied by Defendants, HONEYWELL, SAFE
11 SIGNAL, POTTER, PACE, and DOES 1 through 110 and each of them, including the SYSTEM
12 SENSOR/HONEYWELL FLOW SWITCH and its components.
13

14 15. Beginning in or about 2017, Plaintiff entered into contracts with various builders, general
15 contractors and/or developers to install fire sprinkler systems in single family homes in
16 California (hereinafter “INSTALLATION CONTRACTS”). Pursuant to the INSTALLATION
17 CONTRACTS, Plaintiff installed the SYSTEM SENSOR/HONEYWELL FLOW SWITCH.
18

19 16. From 2017 through 2023, Plaintiff purchased and installed approximately 18,299
20 SYSTEM SENSOR/HONEYWELL FLOW SWITCHES under the INSTALLATION
21 CONTRACTS. The vast majority of the SYSTEM SENSOR/HONEYWELL FLOW
22 SWITCHES that were installed by Plaintiff remain in residential homes.
23

24 17. The subject of this action includes certain real property wherein SYSTEM
25 SENSOR/HONEYWELL FLOW SWITCHES were installed by Plaintiff without knowledge of
26 any defects.
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28 18. The real properties and other similar real properties where the SYSTEM

1 SENSOR/HONEYWELL FLOW SWITCHES have been installed, are located in Brentwood,
2 County of Contra Costa; Antioch, Contra Costa County; Hollister, San Benito County; Patterson,
3 Stanislaus County; and Los Altos, Santa Clara County; and neighboring communities and are
4 hereinafter referred to collectively as the “SUBJECT PROPERTIES.”

5
6 19. Beginning in or about April of 2022, some of the SYSTEM SENSOR/HONEYWELL
7 FLOW SWITCHES were being reported as faulty, malfunctioning and defective. Plaintiff was
8 subjected to demands and/or claims by the builders, general contractors, and/or others to
9 immediately remove and replace the defective SYSTEM SENSOR/HONEYWELL FLOW
10 SWITCHES and all other SYSTEM SENSOR/HONEYWELL FLOW SWITCHES in the
11 homes, resulting in damages, costs and expenses to be suffered by Plaintiff to repair and replace
12 the SYSTEM SENSOR/HONEYWELL FLOW SWITCHES. Upon replacement, SYSTEM
13 SENSOR/HONEYWELL FLOW SWITCHES were reportedly having issues with the paddle
14 engagement with observable significant corrosion. Many of the SUBJECT PROPERTIES
15 experienced significant water damage caused by leaks (“PREMATURE ACTIVATIONS”).
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18 20. In addition to the demands and/or claims described above, the PREMATURE
19 ACTIVATIONS have caused Plaintiff to suffer additional economic losses, costs and expenses.
20 Plaintiff has been back charged or given Notice of Intent to be Back Charged for losses sustained
21 by others in connection with the PREMATURE ACTIVATIONS. Plaintiff is now being
22 subjected to claims and/or demands for replacement of the SYSTEM SENSOR/HONEYWELL
23 FLOW SWITCHES that have not yet prematurely activated. Plaintiff has suffered economic
24 damages and losses as the result of the PREMATURE ACTIVATIONS of the SYSTEM
25 SENSOR/HONEYWELL FLOW SWITCHES in an amount to be determined at trial and
26 Plaintiff anticipates additional defective SYSTEM SENSOR/HONEYWELL FLOW
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1 SWITCHES will prematurely activate in the future causing Plaintiff to suffer future economic
2 damages and losses.

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4 **FIRST CAUSE OF ACTION**
5 ***(Negligence)***

6 For a first and separate cause of action for Negligence by Plaintiff against Defendants
7 HONEYWELL INC.; SAFE SIGNAL; POTTER ELECTRIC SIGNAL COMPANY, LLC; and
8 PACE SUPPLY CORP.; and DOES 1 through 10, inclusive, Plaintiff alleges as follows:
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10 21. Plaintiff incorporates herein by reference each and every allegation in paragraphs 1
11 through 20 as though set forth fully herein.

12 22. Defendants, HONEYWELL INC.; SAFE SIGNAL; and POTTER ELECTRIC SIGNAL
13 COMPANY, LLC, designed, manufactured, and inspected the SYSTEM
14 SENSOR/HONEYWELL FLOW SWITCH.
15

16 23. Defendants, HONEYWELL INC.; SAFE SIGNAL; POTTER ELECTRIC SIGNAL
17 COMPANY, LLC, and PACE SUPPLY CORP. supplied the SYSTEM
18 SENSOR/HONEYWELL FLOW SWITCH.
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20 24. Defendants, HONEYWELL INC.; SAFE SIGNAL; and POTTER ELECTRIC SIGNAL
21 COMPANY, LLC, were negligent in designing, manufacturing, and inspecting the SYSTEM
22 SENSOR/HONEYWELL FLOW SWITCH.
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24 25. Defendants, HONEYWELL INC.; SAFE SIGNAL; POTTER ELECTRIC SIGNAL
25 COMPANY, LLC, and PACE SUPPLY CORP. were negligent in supplying the SYSTEM
26 SENSOR/HONEYWELL FLOW SWITCH.
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28 26. Plaintiff has suffered harm, including economic damages and loss as a result of

1 Defendants' negligence.

2 27. The negligence of Defendants, and each of them, was a substantial factor in causing
3 Plaintiff's harm, damages and loss.

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6 **SECOND CAUSE OF ACTION**
7 ***(Negligent Recall)***

8 For a second and separate cause of action for Negligent Recall by Plaintiff against
9 Defendants HONEYWELL INC.; SAFE SIGNAL; POTTER ELECTRIC SIGNAL COMPANY,
10 LLC; and PACE SUPPLY CORP. and DOES 1 through 20, inclusive, Plaintiff alleges as
11 follows:

12 28. Plaintiff incorporates herein by reference each and every allegation in paragraphs 1
13 through 20 as though set forth fully herein.

14 29. Defendants, HONEYWELL INC.; SAFE SIGNAL; and POTTER ELECTRIC SIGNAL
15 COMPANY, LLC, manufactured, distributed and sold the SYSTEM SENSOR/HONEYWELL
16 FLOW SWITCH.

17 30. Defendant, PACE SUPPLY, sold the SYSTEM SENSOR/HONEYWELL FLOW
18 SWITCH.

19 31. Defendants, and each of them, knew or reasonably should have known that the SYSTEM
20 SENSOR/HONEYWELL FLOW SWITCH was dangerous or was likely to be dangerous when
21 used in a reasonably foreseeable manner.

22 32. Defendants, and each of them, were aware of the defect in the SYSTEM
23 SENSOR/HONEYWELL FLOW SWITCH after the SYSTEM SENSOR/HONEYWELL
24 FLOW SWITCHES were sold.

1 33. Defendants, and each of them, failed to recall or warn of the danger of the SYSTEM
2 SENSOR/HONEYWELL FLOW SWITCH.

3 34. A reasonable manufacturer, distributor and seller under the same or similar circumstances
4 would have recalled the SYSTEM SENSOR/HONEYWELL FLOW SWITCH.

5 35. Plaintiff has suffered harm, including economic damages and loss as a result of
6 Defendants' negligence.
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8 36. The negligence of Defendants, and each of them, was a substantial factor in causing
9 Plaintiff's harm, damages and loss.
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12 **THIRD CAUSE OF ACTION**
(Strict Liability – Manufacturer Defect)

13 For a third and separate cause of action for Strict Liability – Manufacturer Defect by
14 Plaintiff against Defendants HONEYWELL INC.; SAFE SIGNAL; and POTTER ELECTRIC
15 SIGNAL COMPANY, LLC; and DOES 1 through 30, inclusive, Plaintiff alleges as follows:
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17 37. Plaintiff incorporates herein by reference each and every allegation in paragraphs 1
18 through 20 as though set forth fully herein.

19 38. Defendants, HONEYWELL INC.; SAFE SIGNAL; and POTTER ELECTRIC SIGNAL
20 COMPANY, LLC, manufactured, distributed and sold the SYSTEM SENSOR/HONEYWELL
21 FLOW SWITCH.
22

23 39. The SYSTEM SENSOR/HONEYWELL FLOW SWITCH contained a manufacturing
24 defect when it left Defendants' possession, in that the SYSTEM SENSOR/HONEYWELL
25 FLOW SWITCH differed from the manufacturer's design or specifications or from other typical
26 units or the same product line.
27
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1 40. Plaintiff has suffered harm, including economic damages and loss as a result of the defect
2 in the SYSTEM SENSOR/HONEYWELL FLOW SWITCH.

3 41. The defect in the SYSTEM SENSOR/HONEYWELL FLOW SWITCH was a substantial
4 factor in causing Plaintiff's harm, damages and loss.
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7 **FOURTH CAUSE OF ACTION**
8 ***(Strict Liability – Design Defect)***

9 For a fourth and separate cause of action for Strict Liability – Design Defect by Plaintiff
10 against Defendants HONEYWELL INC.; SAFE SIGNAL; and POTTER ELECTRIC SIGNAL
11 COMPANY, LLC; and DOES 1 through 40, inclusive, Plaintiff alleges as follows:

12 42. Plaintiff incorporates herein by reference each and every allegation in paragraphs 1
13 through 20 as though set forth fully herein.
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15 43. Defendants, HONEYWELL INC.; SAFE SIGNAL; and POTTER ELECTRIC SIGNAL
16 COMPANY, LLC, manufactured, distributed and sold the SYSTEM SENSOR/HONEYWELL
17 FLOW SWITCH.

18 44. The SYSTEM SENSOR/HONEYWELL FLOW SWITCH did not perform as safely as
19 an ordinary consumer would have expected it to perform when used or misused in an intended or
20 reasonably foreseeable way.
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22 45. Plaintiff has suffered harm, including economic damages and loss as a result of the
23 SYSTEM SENSOR/HONEYWELL FLOW SWITCH's failure to perform safely.

24 46. The SYSTEM SENSOR/HONEYWELL FLOW SWITCH's failure to perform safely
25 was a substantial factor in causing Plaintiff's harm, damages and loss.
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FIFTH CAUSE OF ACTION
(Breach of Express Warranty)

For a fifth and separate cause of action for Breach of Express Warranty by Plaintiff against Defendants HONEYWELL INC.; SAFE SIGNAL; and POTTER ELECTRIC SIGNAL COMPANY, LLC; and DOES 1 through 50, inclusive, Plaintiff alleges as follows:

47. Plaintiff incorporates herein by reference each and every allegation in paragraphs 1 through 20 as though set forth fully herein.

48. Defendants, HONEYWELL INC., SAFE SIGNAL, and POTTER ELECTRIC SIGNAL COMPANY, LLC, gave Plaintiff a written warranty that the SYSTEM SENSOR/HONEYWELL FLOW SWITCH shall be free from defects in workmanship and materials.

49. The SYSTEM SENSOR/HONEYWELL FLOW SWITCH did not perform as stated and promised, or did not meet the quality of the SYSTEM SENSOR/HONEYWELL FLOW SWITCH sample and model.

50. Plaintiff took reasonable steps to notify Defendants, and each of them, within a reasonable time that the SYSTEM SENSOR/HONEYWELL FLOW SWITCH was not as represented.

51. Defendants, and each of them, failed to [insert terms of warranty] the SYSTEM SENSOR/HONEYWELL FLOW SWITCH as required under the warranty.

52. The failure of the SYSTEM SENSOR/HONEYWELL FLOW SWITCH to be as represented was a substantial factor in causing Plaintiff's harm, damages and loss.

SIXTH CAUSE OF ACTION
(Breach of Implied Warranty of Merchantability)

For a sixth and separate cause of action for Breach of Implied Warranty of

1 Merchantability by Plaintiff against Defendants HONEYWELL INC.; SAFE SIGNAL; POTTER
2 ELECTRIC SIGNAL COMPANY, LLC; and PACE SUPPLY CORP. and DOES 1 through 60,
3 inclusive, Plaintiff alleges as follows:

4 53. Plaintiff incorporates herein by reference each and every allegation in paragraphs 1
5 through 20 as though set forth fully herein.

6 7 54. Plaintiff purchased the SYSTEM SENSOR/HONEYWELL FLOW SWITCH from
8 Defendant, PACE SUPPLY.

9 55. At the time of the purchase, Defendants were in the business of selling these goods out as
10 having special knowledge and/or skill regarding these goods.

11 56. The SYSTEM SENSOR/HONEYWELL FLOW SWITCH:

- 12 a. was not of the same quality as those generally acceptable in the trade;
13 b. was not fit for the ordinary purposes for which such goods are used;
14 c. did not conform to the quality established by the parties' prior dealings or by
15 usage of trade; and/or
16 d. did not conform to the promises or affirmations of fact made on the container or
17 label if any.
18

19 57. Plaintiff took reasonable steps to notify Defendants within a reasonable time that the
20 SYSTEM SENSOR/HONEYWELL FLOW SWITCH did not have the expected quality.
21

22 58. Plaintiff has suffered harm, including economic damages and loss as a result of the
23 SYSTEM SENSOR/HONEYWELL FLOW SWITCH's failure to have the expected quality
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25 59. The SYSTEM SENSOR/HONEYWELL FLOW SWITCH's failure to have the expected
26 quality was a substantial factor in causing Plaintiff's harm, damages and loss.
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1 SYSTEM SENSOR/HONEYWELL FLOW SWITCH's failure to be suitable.

2 68. The SYSTEM SENSOR/HONEYWELL FLOW SWITCH's failure to be suitable was a
3 substantial factor in causing Plaintiff's harm, damages and loss.
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6 **EIGHTH CAUSE OF ACTION**
7 ***(Implied Contractual Indemnity)***

8 For an eighth and separate cause of action for Implied Contractual Indemnity by Plaintiff
9 against Defendants HONEYWELL INC.; SAFE SIGNAL; POTTER ELECTRIC SIGNAL
10 COMPANY, LLC; and PACE SUPPLY CORP. and DOES 1 through 80, inclusive, Plaintiff
11 alleges as follows:

12 69. Plaintiff incorporates herein by reference each and every allegation in paragraphs 1
13 through 20 as though set forth fully herein.
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15 70. Plaintiff entered into agreements, oral and/or written, with Defendants, HONEYWELL
16 INC.; SAFE SIGNAL; POTTER ELECTRIC SIGNAL COMPANY, LLC; and PACE SUPPLY
17 CORP, whereby Defendants impliedly agreed to defend and indemnify Plaintiff for claims
18 involving damages caused by its products, including the SYSTEM SENSOR/HONEYWELL
19 FLOW SWITCH supplied by Defendants.
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21 71. Defendants have an implied duty and are obligated to defend and indemnify and hold
22 Plaintiff harmless in an amount equal to the sum of any judgment, settlement, costs of repair
23 and/or costs of defense incurred with regard to claims against Plaintiff. Plaintiff hereby demands
24 that Defendants, and each of them, indemnify and hold Plaintiff harmless as a result of the cost
25 of repair incurred by Plaintiff for Defendants' defective work and breaches, and for any future
26 costs, liability, obligations resulting from claims alleged against Plaintiff by any other party in
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1 this matter pursuant to the terms of the implied contract(s).

2 72. As a direct and proximate result of the breaches by Defendants, and each of them,
3 Plaintiff has been compelled to pay for the costs of repair on the work performed by Defendants
4 on the projects, and compelled to incur attorney's fees and costs and other related expenses and
5 may in the future be compelled to incur additional liability, expenses and fees by reason of
6 settlement, judgment, repairs and/or defense. Plaintiff is entitled in equity and pursuant to Code
7 of Civil Procedure section 1021.6 to be defended, held harmless, indemnified and reimbursed by
8 Defendants, and each of them, for all costs of repair on the projects and other costs, fees and
9 expenses incurred by Plaintiff and that will be incurred by Plaintiff according to proof.
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13 **NINTH CAUSE OF ACTION**
14 ***(Unfair Business Practices Cal. Bus. & Prof. Code § 17200, et seq.)***

15 For a ninth and separate cause of action for Unfair Business Practices under California
16 Business and Profession Code section 17200, *et seq.*, by Plaintiff against Defendants
17 HONEYWELL INC.; SAFE SIGNAL; POTTER ELECTRIC SIGNAL COMPANY, LLC; and
18 PACE SUPPLY CORP. and DOES 1 through 90, inclusive, Plaintiff alleges as follows:

19 73. Plaintiff incorporates herein by reference each and every allegation in paragraphs 1
20 through 20 as though set forth fully herein.
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22 74. Defendants, and each of them, committed unlawful, unfair, illegal and/or fraudulent acts
23 in breaching their duties and obligations, warranties, failing to recall the SYSTEM
24 SENSOR/HONEYWELL FLOW SWITCH, misrepresenting to Plaintiff the quality and fitness
25 of the SYSTEM SENSOR/HONEYWELL FLOW SWITCH and the defects therein, and
26 advertising in a manner that is likely to deceive and mislead consumers.
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1 75. Plaintiff has suffered harm, including economic damages and loss as a result of the
2 conduct of Defendants.

3 76. The conduct of Defendants was a substantial factor in causing Plaintiff's harm, damages
4 and loss that will be incurred by Plaintiff according to proof.
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7 **TENTH CAUSE OF ACTION**
8 ***(Tort of Another)***

9 For a tenth and separate cause of action for Tort of Another by Plaintiff against
10 Defendants HONEYWELL INC.; SAFE SIGNAL; POTTER ELECTRIC SIGNAL COMPANY,
11 LLC; and PACE SUPPLY CORP. and DOES 1 through 100, inclusive, Plaintiff alleges as
12 follows:

13 77. Plaintiff incorporates herein by reference each and every allegation in paragraphs 1
14 through 20 as though set forth fully herein.
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16 78. As a result of Defendants' negligence, the SYSTEM SENSOR/HONEYWELL FLOW
17 SWITCH and defects therein, Plaintiff has been required to act in the protection of its interest in
18 defending claims and/or taking corrective action to remedy claims.
19

20 79. In order to defend claims, Plaintiff was required to retain counsel because of Defendants'
21 negligence, the SYSTEM SENSOR/HONEYWELL FLOW SWITCH and defects therein.
22

23 **ELEVENTH CAUSE OF ACTION**
24 ***(Declaratory Relief)***

25 For an eleventh and separate cause of action for Declaratory Relief by Plaintiff against
26 Defendants HONEYWELL INC.; SAFE SIGNAL; POTTER ELECTRIC SIGNAL COMPANY,
27 LLC; and PACE SUPPLY CORP. and DOES 1 through 110, inclusive, Plaintiff alleges as
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1 follows:

2 80. Plaintiff incorporates herein by reference each and every allegation in paragraphs 1
3 through 20 as though set forth fully herein.

4 81. An actual controversy has arisen and now exists between Plaintiff and Defendants, and
5 each of them, concerning the parties' respective rights, obligations and liabilities arising from the
6 defective SYSTEM SENSOR/HONEYWELL FLOW SWITCHES, in that claims have been
7 made to Plaintiff, are being made to Plaintiff, and Plaintiff reasonably anticipates new, additional
8 claims will be made to Plaintiff for reimbursement of costs and expenses with replacement
9 and/or repair of the SYSTEM SENSOR/HONEYWELL FLOW SWITCHES. Unless all of the
10 rights, duties, obligations, and liabilities of Plaintiff and Defendants, as well as those who may
11 bring claims against Plaintiff in the future, are determined in this action, there will be
12 multiplicity of actions to determine those rights, duties, obligations and liabilities. Therefore,
13 Plaintiff is entitled to a judicial determination of the rights, duties, obligations and liabilities of
14 the Defendants, and each of them, as well as any other party who may become involved in the
15 claims against Plaintiff and/or Defendants, and those claims, causes of action, complaints are
16 incorporated, consolidated with this action.

17 82. Plaintiff requests a judicial declaration that Defendants, and each of them, shall be solely
18 liable for any and all losses, damages, expenses, costs, fees, including legal fees, resulting from
19 the defective SYSTEM SENSOR/HONEYWELL FLOW SWITCHES and solely liable to
20 reimburse, indemnify and otherwise compensate to the fullest extent permitted by law, Plaintiff
21 and any other persons, entities, including insurance companies that may, can or do bring a claim
22 for indemnity or compensation related to the defective SYSTEM SENSOR/HONEYWELL
23 FLOW SWITCHES. Said judicial declaration should declare a judgment that Defendants, and
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1 each of them, reimburse and indemnify Plaintiff for all liability, damage, costs and fees incurred
2 or to be incurred in the future as a direct and proximate result of the aforementioned defective
3 SYSTEM SENSOR/HONEYWELL FLOW SWITCHES, including any and all costs, expenses
4 and other amounts incurred, and/or necessary to replace defective SYSTEM
5 SENSOR/HONEYWELL FLOW SWITCHES installed by Plaintiff.
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8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them as
10 follows:
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13 First through Eighth Causes of Action:

- 14 1. Special and economic damages according to proof;
- 15 2. Incidental and consequential damages according to proof
- 16 3. Prejudgment interest;
- 17 4. Costs of suit;
- 18 5. Appropriate equitable relief;
- 19 6. Such other and further relief as the court deems just and proper.
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22 Ninth Cause of Action:

- 23 1. Special and economic damages according to proof;
- 24 2. Incidental and consequential damages according to proof
- 25 3. Prejudgment interest;
- 26 4. Punitive, exemplary and treble damages;
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5. Costs of suit;
6. Attorney's fees as provided by law;
7. Appropriate equitable relief, including injunctive relief;
8. Such other and further relief as the court deems just and proper.

Tenth Cause of Action:

1. Special and economic damages according to proof;
2. Incidental and consequential damages according to proof
3. Prejudgment interest;
4. Costs of suit;
5. Attorney's fees and costs incurred in connection with defending claims;
6. Such other and further relief as the court deems just and proper.

Eleventh Cause of Action:

1. For a determination that Defendants, and each of them, shall be solely liable for any and all losses, damages, expenses, costs, fees, including legal fees, resulting from the defective SYSTEM SENSOR/HONEYWELL FLOW SWITCHES and solely liable to reimburse, indemnify and otherwise compensate to the fullest extent permitted by law, Plaintiff and any other persons, entities, including insurance companies that may, can or do bring a claim for indemnity or compensation related to the defective SYSTEM SENSOR/HONEYWELL FLOW SWITCHES. Said judicial declaration should declare a judgment that Defendants, and each of them, reimburse and indemnify Plaintiff for all liability, damage, costs and fees incurred or to be incurred in the future as a direct and proximate result of the aforementioned defective SYSTEM

1 SENSOR/HONEYWELL FLOW SWITCHES, including any and all costs, expenses and other
2 amounts incurred, and/or necessary to replace defective SYSTEM SENSOR/HONEYWELL
3 FLOW SWITCHES installed by Plaintiff.

4 2. Costs of suit;

5 3. Such other and further relief as the court deems just and proper.
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8 DATED: August 1, 2023

Respectfully submitted.

9 KNEZ LAW GROUP, LLP

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11 By: 
12 MATTHEW J. KNEZ

13 Attorneys for Plaintiff, THORPE DESIGN,
14 INC.
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