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9 UNITED STATES DISTRICT COURT
10 DISTRICT OF ARIZONA

11 James Gustafson, on Behalf of Himself and All
12 Other Persons Similarly Situated,

13 Plaintiff,

14 v.

15 Goodman Manufacturing Company, L.P.;
16 Goodman Global, Inc.,

17 Defendants.

CASE NO.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff James Gustafson ("Plaintiff"), by and through his attorneys, brings this class
2 action on his own behalf and on behalf of all other Arizona persons and/or entities similarly
3 situated, and alleges the following based upon personal knowledge with respect to himself and his
4 own acts, and upon information and belief based on the investigation of its counsel.

5 NATURE OF THE ACTION

6
7 1. This is a class action brought by Plaintiff on behalf of himself and all persons
8 and/or entities in Arizona who purchased air conditioners, air handlers and heat pumps¹
9 manufactured by Goodman Manufacturing Co., L.P. under the trade names Goodman® and
10 Amana® (hereinafter "Goodman Products") between November 20, 2009 through November 20,
11 2013, who incurred damages as a result of having to repair their Goodman Products due to leakage
12 of refrigerant.

13
14 2. Defendants Goodman Manufacturing Co., L.P. and Goodman Global, Inc.
15 (collectively, "Defendants," "Goodman" or the "Company") are in the business of engineering,
16 manufacturing, distributing and marketing heating, ventilation and air conditioning ("HVAC")
17 products for residential and light commercial use.

18
19 3. Plaintiff purchased Goodman Products and experienced leakage of refrigerant
20 caused by defective evaporator coils. Plaintiff incurred out of pocket expenses to purchase
21 supplemental maintenance coverage for his Goodman Products to have technicians with expertise
22 in HVAC products diagnose, repair and/or replace the defective parts, and replace the refrigerant
23 when required.

24
25 4. On information and belief, the refrigerant leakage is due to a defect in the design
26 and manufacturing of the Goodman Products that existed from the date of manufacture.

27
28 ¹ "Heat pumps" are not only used for heating, but also for cooling.

1 Specifically, the Goodman Products contained defective evaporator coils that failed prematurely
2 under normal use, causing refrigerant within the system to leak out.

3 5. On information and belief, Defendants used copper evaporator coils in the
4 Goodman Products that were too thin. This design and/or manufacture defect caused premature
5 corrosion and holes or cracks in the evaporator coils, resulting in leakage of the refrigerant in the
6 system. In addition, as explained more fully at paragraph 32 herein below, the defectively
7 designed and/or manufactured evaporator coils could not withstand the higher pressure from the
8 more environmentally friendly refrigerant that was required to be used by law, further
9 exacerbating the leakage problem.
10

11 6. At all times relevant hereto, Goodman has omitted any mention or disclosure of
12 these defects. As a result, Plaintiff and the Class members are left with defective Goodman
13 Products that require an outlay of hundreds, or even thousands, of dollars in costs to diagnose the
14 problem, to repair and/or replace the defective parts or the Goodman Products, and costs to replace
15 the refrigerant that had leaked. Plaintiff's and Class members' damages are a direct, proximate,
16 and foreseeable result of the defects and Goodman's misrepresentations and omissions with
17 respect to the same.
18

19 7. The leakage problems with the Goodman Products were prevalent, widespread, and
20 were not unique to those purchased by Plaintiff. Numerous complaints have been posted on the
21 Internet by aggrieved consumers regarding the leakage problems. Further, according to a
22 Goodman dealer, approximately 80% of the Goodman Products his company had sold and/or
23 installed had experienced refrigerant leakage problems, especially between 2009 to 2011.
24

25 8. Defendants knew about the defects in the Goodman Products. In fact, Goodman
26 provided certain of its distributors a \$300 allowance for each Goodman Product they sold because
27 the refrigerant leakage problem was so widespread. However, Goodman failed to disclose the
28

PARTIES

12. Plaintiff James Gustafson is a resident of Mohave County in the State of Arizona. In or around 2010, Plaintiff purchased a remodeled home in Mohave County. Soon thereafter, Plaintiff purchased two Goodman Products for the purpose of cooling and heating his home.

13. Defendant Goodman Manufacturing Company, L.P. ("GMC") is a manufacturer of heating, ventilation and air conditioning equipment ("HVAC") for residential and light commercial use in North America. GMC is a Texas limited partnership with its headquarters in Houston, Texas. GMC is the manufacturing arm of Goodman Global, Inc.

14. Defendant Goodman Global, Inc. ("GGC") is the parent company of GMC. GGC's business activities include engineering, manufacturing, assembling, marketing and distributing HVAC and related products. GGC's products are predominantly marketed under the Goodman and Amana brand names. Goodman sells its products through a distribution chain of approximately 136 company-operated distribution centers, including in Arizona, as well as approximately 140 independent distributors, including in Arizona. GGC is a Delaware corporation with its principal place of business in Houston, Texas.

15. Defendants Goodman Manufacturing Co., L.P. and Goodman Global, Inc. are herein collectively referred to as "Goodman," the "Company" or "Defendants."

PLAINTIFF'S CLASS ACTION ALLEGATIONS

16. Plaintiff brings this action on behalf of himself and the proposed Class under Rule 23 of the Federal Rules of Civil Procedure. The proposed Class consists of: All persons and/or entities in Arizona who purchased air conditioners, air handlers and heat pumps (collectively, the "Goodman Products") manufactured by Goodman between July 1, 2006 through February 2, 2012, and who incurred damages as a result of having to repair their Goodman Products due to leakage of refrigerant.

1 17. Subject to additional information obtained through further investigation and
2 discovery, the foregoing definition of the Class may be expanded or narrowed by amendment or
3 amended complaint. Specifically excluded from the proposed Class are: Defendants and their
4 officers, directors, agents, trustees, subsidiaries, trusts, representatives, employees, principals,
5 servants, partners, and joint venturers; entities controlled by Defendants; and Defendants'
6 successors, assigns, or other entities related to or affiliated with Defendants.
7

8 18. The members of the Class are so numerous that their individual joinder is
9 impracticable. Plaintiff is informed and believes, and on that basis alleges, that the proposed Class
10 contains thousands of members. The precise number of Class members is unknown to Plaintiff.
11 The true number of Class members is known by Goodman and/or its distributors in the state of
12 Arizona. Class members may be notified of the pendency of this action by first class mail,
13 electronic mail and/or by published notice.
14

15 19. Common questions of law or fact exist as to all members of the Class and
16 predominate over any questions affecting only individual Class members. These common legal
17 and/or factual questions include, but are not limited to, the following:

- 18 (a) Whether Goodman Products were defectively designed and/or
19 manufactured;
- 20 (b) Whether Defendants knew or reasonably should have known about the
21 defects prior to selling Goodman Products to Plaintiff and the Class;
- 22 (c) Whether Defendants failed to disclose the defects;
- 23 (d) Whether Defendants breached express warranties relating to the Goodman
24 Products to Plaintiff and the Class;
- 25 (e) Whether Defendants engaged in unconscionable, deceptive and/or unfair
26 trade practices in violation of the Arizona Consumer Fraud Act (the "Act"),
27 at § 44-1521 to 44-1534 of the Arizona Revised Statutes ("A.R.S."); and
28 (f) Whether Plaintiff and the Class have sustained a monetary loss and, if so,
the proper measure of that loss.

1 conditioner) within the State of Arizona. Defendants knew and intended that Goodman air
2 conditioners, air handlers and heat pumps ("Goodman Products") would be purchased by persons
3 and/or entities throughout the State of Arizona.

4 26. The life expectancy of a central air conditioning unit is generally about 15 years.
5 When Plaintiff and other members of the Class purchased their Goodman Products, they
6 reasonably expected them to last at least a decade, if not longer, without requiring major repairs.

7 27. An air conditioner has three main parts: the compressor, a condenser, and an
8 evaporator coil. Evaporator coils are made up of piping connected to an air conditioning unit.
9 This piping is usually made of metal with fins that wrap around the piping. The piping is filled
10 with a refrigerant. The function of an evaporator coil is to condition the air. As air passes over the
11 coil, the coil takes heat from the air and sends cooler air back out.

12 28. An air conditioner that is functioning normally should not experience leakage of
13 the refrigerant. An air conditioner or heat pump is a sealed system that should never "use up" or
14 run out of refrigerant, as the refrigerant is simply a medium used to transfer heat from the inside of
15 the building to the outside and is not consumed in the process of cooling. Thus, the only way
16 refrigerant is lost is through a leak in the air conditioning system.

17 29. The Goodman Products were materially defective. Specifically, the evaporator
18 coils that Goodman used in its air conditioning products were defectively designed and/or
19 manufactured. Refrigerant leaked from the Goodman Products because the evaporator coils in the
20 Goodman Products prematurely corroded and had holes or cracks. As a result, purchasers of these
21 units were forced to pay out-of-pocket expenses to have a repairman or technician diagnose the
22 problem, replace or repair the defective part, and replace the refrigerant.

1 30. In addition, when refrigerant leaks from an air conditioning system, the low level of
2 refrigerant can cause other parts of the air conditioning system to fail, such as the compressor, thus
3 forcing consumers to further pay out-of-pocket to repair or replace these parts.

4 31. The copper tubing walls in the evaporator coils in Goodman Products were
5 designed and/or manufactured too thin and, as such, were prone to premature corrosion.
6 Chemicals in common indoor air, such as formaldehyde from cleaning products, can convert into
7 formic acid in the copper coil and cause pin holes in the evaporator coils, resulting in leakage of
8 the refrigerant.
9

10 32. Further compounding the leakage problem was the fact that the Clean Air Act of
11 1990 mandated a gradual phase out of the R-22 refrigerant (Freon) used in air conditioning and
12 heat pump systems. In January 2010, legislation phasing out manufacturing of equipment using
13 R-22 refrigerant (Freon) went into effect. Alternative refrigerants, such as R-410A, which were
14 more environmentally friendly and more energy efficient, were required to be used instead of R-
15 22. However, these alternative refrigerants operate at much higher pressures than R-22. As the
16 evaporator coils in Goodman Products were already prone to corrosion due to the thin copper
17 design and manufacturing, the use of the new refrigerant which operated at higher pressure made
18 the leakage problem even worse.
19

20 33. Recognizing the problem with corrosion in connection with the use of thin copper
21 evaporator coils, Goodman's competitor, Trane, began producing an all-aluminum air
22 conditioning coil in 2005.
23

24 34. Despite knowing the problem with its defective evaporator coils, Goodman failed
25 to disclose or notify consumers that it had such a problem with Goodman Products. In fact, by at
26 least the start of the Class Period on June 1, 2006, Goodman's website (at
27 www.goodmanmfg.com) represented that Goodman "Create[s] products that are engineered for
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1 reliable long life, utilizing the best components with some of the lowest failure rates in the
2 industry” and “Offer[s] one of the best warranties in the industry.” These representations, for
3 example, were made on its website on May 13, 2006, and continued to be made by Goodman
4 throughout the Class Period, including through the end of the Class Period on February 2, 2012.

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6 35. In addition, before the start of the Class Period on June 1, 2006, Goodman
7 emphasized the superiority of its warranty and products by representing on its website that
8 “Warranties like these can only come from a company that is 100% certain of the quality and
9 reliability of its products. Goodman Manufacturing, L.P. stands behind its products like no other
10 company in the HVAC industry.” Throughout the Class Period, Goodman continued to make
11 these representations, although with slight variations. Even by the end of the Class Period on
12 February 2, 2012, Goodman stated on its website that “Limited warranties like these can only
13 come from a company that is 100% certain of the quality and reliability of its products.”
14

15 36. Further, during the Class Period, Goodman represented that its products exceed
16 even the highest industry standards. For example, on December 20, 2008, Goodman stated on its
17 website that “[e]very Goodman brand indoor comfort product is built to the highest standards of
18 the heating and cooling industry, and in many cases exceeds those standards. The high quality of
19 our product warranties reflects the high standards of our manufacturing processes.”
20

21 37. These statements made by Goodman were published on its website throughout the
22 Class Period. They were made for the purpose of inducing, and were likely to induce, directly or
23 indirectly, the purchase of Goodman Products, and they constituted false advertisement in
24 violation of the Federal Trade Commission Act (“FTC Act”), pursuant to 15 U.S.C. § 52.
25 Goodman’s statements were accessible to consumers, as well as by persons who made HVAC
26 purchase decisions on the consumers’ behalf or who assisted them in making their HVAC
27 purchasing decisions, including contractors, builders and installers. By failing to disclose that
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1 Goodman Products had defective evaporator coils that caused premature failure of the units,
2 Goodman engaged in unconscionable, deceptive and/or unfair business practice, causing damages
3 to Plaintiff and the proposed Class, who reasonably expected that the Goodman Products would
4 not be defective and who otherwise would not have purchased Goodman Products or would have
5 at least paid a lower price for them had they known the truth about the Goodman Products.
6

7 38. In addition, Goodman's offer of Goodman Products for sale without disclosing the
8 foregoing material facts constitutes an unconscionable, deceptive and unfair practice because
9 consumers such as Plaintiff and the members of the putative Class who purchased Goodman
10 Products expected their units to be reliable, be of high quality and to last well over a decade.
11 Instead, they discovered that their Goodman units failed prematurely due to the defectively
12 designed and manufactured evaporator coil that cause leakage of refrigerant. Moreover, the low
13 level of refrigerant can cause other parts of the air conditioning system, such as the compressor, to
14 fail, further exacerbating the problem.
15

16 39. Further, Goodman engaged in unconscionable, deceptive and/or unfair practice by
17 failing to notify Plaintiff and the members of the putative Class that repairs were necessary for the
18 Goodman Products they had purchased due to defective evaporator coils and by failing to make
19 the necessary repairs. As a result of Goodman's practice, Plaintiff and the putative Class had to
20 pay HVAC technicians to diagnose why their units were not working, incurred costs to replace,
21 repair and/or maintain their units, and had to pay for the refrigerant that had leaked out.
22

23 40. Goodman's Limited Warranty (attached hereto as Exhibit A) provides, in relevant
24 part, that:

25 This heating or air condition unit is warranted by Goodman Manufacturing
26 Company, L.P. ("Goodman") to be free from defects in materials and
27 workmanship that affect performance under normal use and maintenance,
28 as described below:

- To the original registered owner and his or her spouse ("owner"), all parts are warranted for a period of 10 years or for as long as the owner owns the home in which the unit was originally installed (whoever ends first), except as provided below. However, this warranty applies only if:

- 1) The unit is installed in an owner-occupied, single family residence, and

- 2) The unit is properly registered with Goodman online within 60 days after the original installation. . . .

- If the above warranty does not apply, then all parts are warranted for a period of 5 years.

* * *

The warranty period begins on a date of the original installation. Where a product is installed in a newly constructed home; the date of installation is the date the homeowner purchased the home from the builder. If that date cannot be verified, the warranty period begins three months from the date of manufacture (indicated by the first four digits of the serial number (yyymm)).

41. Although Goodman's Limited Warranty provided for a warranty of parts for 5 or 10 years, depending on if the Goodman Product was installed in an owner-occupied single family residence and was properly registered within 60 days after installation, the Limited Warranty unreasonably disclaimed the labor, freight, or other costs associated with repair of Goodman Products, as follows:

As its only responsibility, and your only remedy, Goodman will furnish a replacement part, without charge for the part only, to replace any part that is found to be defective due to workmanship or materials under normal use and maintenance. . . .

These warranties do not apply to labor, freight, or any other cost associated with the service, repair or operation of the unit.

* * *

GOODMAN SHALL IN NO EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO EXTRA UTILITY EXPENSES OR DAMAGES TO PROPERTY.

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2 42. The above limitations on Defendants' warranty were unconscionable. Defendants
3 concealed and failed to disclose to Plaintiff and the Class that the Goodman Products were
4 defective, would fail prematurely, and were unsuitable for their intended use. Defendants were
5 obligated to affirmatively disclose these concealed facts because: (a) Defendants knew such facts
6 would be unknown and not easily discovered by consumers and would defeat their ordinary,
7 foreseeable, and reasonable expectations concerning the performance of the Goodman Products;
8 and (b) representations made by Defendants concerning the Goodman Products would be
9 misleading to consumers in the absence of such disclosures.
10

11 43. In addition, the Goodman Products were not merchantable at the time they were
12 sold to Plaintiff and other Class members, as they did not satisfy a minimum level of quality.
13 Plaintiff and other members of the Class purchased the Goodman Products under the reasonable
14 belief that they would last for well over a decade, requiring no major repairs during that time.
15 However, the evaporator coil defects have caused Goodman Products to fail prematurely. The
16 refrigerant leaks due to the evaporator coil defects sometimes occurred within months of
17 installation and use; other times, they were not discoverable or apparent for years. The defective
18 evaporator coils render the Goodman Products unfit for the ordinary purpose for which they are
19 used because the loss of refrigerant reduced or eliminated the Goodman Products' ability to
20 provide cool air.
21

22 44. Plaintiff and other Class members were forced to incur hundreds (even thousands)
23 of dollars in costs to investigate the problem, labor costs to replace the defective part, and costs to
24 replace the refrigerant that had leaked from the Goodman Products. In addition, many consumers
25 experienced higher utility bills as a result of the Goodman Products' failure to work properly.
26 Further, they experienced diminished or total loss of use of the Goodman Products.
27
28

1 45. Plaintiff and other Class members would not have purchased the Goodman
2 Products, or at least would have paid less for them, had they known of the defects in the Goodman
3 Products.

4 46. As a direct and proximate cause of Defendants' misconduct, Plaintiff and other
5 Class members suffered damages.
6

7 **FACTS RELATING TO PLAINTIFF'S CLAIMS**

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9 47. On or about 2010, Plaintiff James Gustafson purchased a remodeled house in
10 Topack, Arizona. Gustafson purchased two Goodman Products from local distributor Carey's Air
11 Conditioning Heating & Plumbing ("Carey's). Gustafson purchased both Goodman Products for
12 approximately \$16,000, for personal use at his house. At the time of purchasing the Goodman
13 Products, Gustafson also purchased an Extended 10-Year Warranty covering parts and labor for
14 the two Goodman Products.
15

16 48. Over the next 24 months, Gustafson's Goodman Products regularly failed to emit
17 cool air and, therefore, failed to cool his house. Gustafson contacted Carey's no fewer than 12
18 separate times to fix his Goodman Products because either his Goodman Products were not
19 producing heat or were not producing cool air. Each time Gustafson contacted Carey's, a
20 technician would come out and repair the Goodman Units, either by replacing leaked Freon in the
21 Goodman Products, repair and/or replace any defective parts, or any other such repair deemed
22 necessary. Again, because Gustafson's Goodman Products were under warranty, Casey's did not
23 charge for labor or the repairs it performed.
24

25 49. In and around 2013, Gustafson became so frustrated with the failure of his
26 Goodman Products to perform as expected and advertised, he purchased a Bi-Annual Maintenance
27 Agreement ("Maintenance Agreement") from River Valley Air Conditioning, Inc. for both of his
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1 Goodman Products at a total cost of \$266.00. A true and correct copy of the Maintenance
2 Agreement is attached hereto as Exhibit B and incorporated herein by reference.

3 50. The extensive problems with Plaintiff's Goodman Products has caused Plaintiff to
4 suffer damages.

5 6 **THE LEAKAGE PROBLEM WAS PREVALENT**

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8 51. The leakage problem in Goodman Products was widespread and resulted in
9 numerous complaints from angry consumers who spent hundreds, or even thousands, of dollars in
10 diagnostic/repair costs and costs to replace the refrigerant.

11 52. The following are a sample of the many complaints posted on websites by
12 frustrated and aggrieved owners of Goodman Products about refrigerant leaks and evaporator coil
13 defects in connection with their Goodman Products. For example:

- 14 • B. Buchanan posted on May 17, 2012, on furnacecompare.com that:

15 "Goodman A/C Headache"

16 Bought 2 Goodman heat pumps 3 years ago. Within 6 months neither would hold
17 freon. Multiple service calls on both. It's 103+deg in Phoenix today and guess
18 who has no ac upstairs. Have seen mention of Class Action on this board. Sign me
up!

- 19 • D. Allen also wrote on May 9, 2012, on furnacecompare.com, that:

20 "A law suit waiting to happen"

21 Nothing but trouble!!! Unit is 3 years old and constantly in need of repair. Labor
22 and freon alone have run my repair bills through the roof. If anyone wants to file a
lawsuit count me in.

- 23 • As H.D. wrote on May 8, 2012, on furnacecompare.com:

24 "DON'T BUY GOODMAN!"

25 Like most others on here, we have had nothing but trouble from the very first
26 summer we moved into our brand new home with 2 Goodman units! We spent
27 hundreds to try to fix the problems we keep having with maintenance call after
28 maintenance call only to finally spend thousands to totally replace the [G]oodman
units with a more reliable brand (inside and out). Don't buy [G]oodman unless you
want a headache!!!

- Hotmommy wrote on June 30, 2010, on HVAC-talk.com:

Leaking Goodman Evp Coil 3 Years In A Row

someone please help! [I] have had a leaking Goodman evaporator coil replaced for the last three years. I have only lived in my house three years! the AC was installed by the builder. [D]oes anyone know if Goodman has had a bad track record regarding leaking evap coils? Why does this keep happening and freezing up the ac unit, forcing me to replace the evap coil every summer??? signed, just a homeowner

- On August 29, 2012, Melisa K, on furnacecomare.com, wrote:

I have lived in my brand new condo for 3.5 years. The a/c unit is now probably 4 years old. I've had to call out an hvac repair man 4 times now! Twice to replace leaking freon for \$300 a pop. I know [I] am replacing the coil for \$1400. Apparently my building condo contractor didn't register my unit, which is ironic my neighbor in the condo had his coil go last month and his unit was registered. Everyone in my condo is having problems with their a/c units. What a bunch of crap.

- Danny1976 wrote on complaintsboard.com on February 27, 2011:

When Toyota had a recall, they paid for the part and replacement. Goodman doesn't want to call it a recall, but it is. They made thousands of defective coils and they just want to warrant the part and not include the installation. They made defective coils they should also pay for the labor. The coils on my unit leaked within the 1st year.

- As JBinAL wrote on July 11, 2011, on complaintsboard.com:

I too am another victim. New construction with 2 new heat pumps. Primary unit (4Ton) needs leaking coil (several spots identified) replaced in less than 6 months. Must have been leaking from the factory. Please advise how I can assist with the AG and any class action law suits. Currently out over 1k on repeated recharged and now coil replacement. Installed an all Aluminum coil. What is everyone's opinion on Aluminum versus copper coils?

- As Armchaircmdr wrote on August 19, 2011, on complaintsboard.com:

I purchased this house new exactly 3 years ago and today I [had] my Goodman copper coil replaced. The leak started only a year and a half after I purchased the home. I had the technician fill the unit and do a leak check, but the leak was still too small to detect. This summer the leak was finally large enough to warrant a replacement. The technician informed me that there have been a large number of their customers that have had to replace the coil after three years of service, Three other people in my neighborhood had their unit replaced this month also. The

company that replaced my unit has had such a problem with Goodman that they stopped carrying their products. I paid \$515 for the warranty/upgrade to their aluminum coil. For Goodman to not cover labor and freon is almost criminal. They obviously know there is a problem. There needs to be a class action lawsuit against Goodman.

- As Tony U. wrote on March 11, 2011, on complaintsboard.com:

In 2009, I bought two new 4-Ton Goodman A/C systems for my house and had them installed by a certified technician. Precisely after one year, one of the coils developed a leak, and a couple of months later, the other coil developed the same problem.

The technician who replaced my coils was the same technician who installed the original units. According to him, Goodman continued using older coils which were designed for R-22 Freon on their new units which "required" R-410A Freon. The newer Freon works under higher pressure, and is very corrosive, which could result in leaks if used on coils which were designed for R-22.

I seriously think that a class action lawsuit should be brought on Goodman, in order to cover all of the expenses their customers have had to incur due to Goodman's recklessness. They had to have known this would occur. They probably ran the numbers and it was too expensive for them to recall the units.

- As J. Torres posted on May 17, 2012, on the furnacecompare.com:

"Evaporator Coil Leaks"

Had Goodman installed in November 2008 because 20 year old unit finally gave up. Had to have evaporator coil replaced in May 2010. May 2012, now the unit, once again, does not have any freon in it, evaporator coil has a leak. Installer says Goodman is low on evaporator coils because of so many of them failing. Goodman need to be taken to court on this matter immediately. They know they have a defective product and ignored it while they sold their units and cashed in at our expense. Goodman needs to pay for all repair costs, freon, parts, etc. This is not the way to run a company. To all potential buyers/installers avoid [G]oodman at all costs. Worst a/c unit ever made.

- On June 18, 2012, D. O'Dell posted on furnacecompare.com, that:

"Terrible HVAC"

Bought a home in November 2011 that has three Goodman units, all of which only 18 months old. Can't keep them running. Coil replaced on one unit four days ago (took two weeks to get repaired under warranty) lasted three days and unit is now down again. Waiting for service call. Do not buy these units!

- On April 25, 2012, an anonymous consumer identified as "one disappointed customer of the Goodman product" wrote on furnacecompare.com that:

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“GOODMAN IS JUNK; DON’T BUY”

I am having the same problems every other consumer is having with Goodman. The unit started giving me problems when it was only three years old and the problems have not stopped and it’s just year 4. I have been paying to replace the freon that has been leaking. I have been told that I need to replace the coil which is running me about \$600-700. The company will not offer any support or take responsibility for these lemons they are building. They will only pay for the parts but not the labor. It seems a civil suit needs to be filed against this company. There are far too many complaints about the same problem for this to be a coincidence.

- A. Byrd also wrote on furnacecompare.com on February 12, 2012, that:

We bought our house brand new and Goodman is the unit that came with the house. Every 6 months (literally) something goes wrong with this thing. We went two weeks last August with no air. [W]e thought at least it[’]s still under warranty so the coil was replaced without cost for the coil itself. Of course we paid the man who replaced it \$430 for labor and \$75 for shipping. The bill for heating our house in Dec and Jan of 2011 was right at \$500 a month. Our house is all electric but this is still twice as much as normal for mid winter or summer. It runs and runs and runs or doesn’t run at all most of the time. Since we have owned the house we bought in September of ’08 we have spent over \$1000 just on getting the a/c unit worked on for whatever reason. Now six months after getting the coil replaced (on a three year old unit) and during the two coldest days of our winter so far the thing is not blowing hot air but just air constantly. Meaning it is not shutting off at all again. This is equally stressful as my husband lost his job and did not work all of last year so the money we have had to spend on this thing has been dear. I agree with a previous post on the class action lawsuit idea. This is ridiculous to say the least and inexcusable for this company to these things out there.

- On September 15, 2011, T. Turner posted on furnacecompare.com, that:

“Manufacturing defect coil expensive to replace”

The unit was installed in new house. Now 2 1/2 years later evaporator coil leaking and had to be replaced. The coil was rusted and deteriorated as if it were 15 years old. Even though it was “under warranty”, I paid \$20 s/h and over \$400 to get new coil installed and unit cooling again. They claim the new coil is made better but that doesn’t ease my pain.

- On June 7, 2011, J. Hood wrote on furnacecompare.com, that:

“Evaporator coil issues”

We bought a new home 3 years ago – year 2 our upstairs unit went bad (evaporator coil), now year 3 our downstairs unit has a bad evaporator coil. The parts are both covered by warranty but the labor and replacement coolant is not ... so I have spent almost \$1,600 in replacing bad parts in 2 years. My local AC

company told me to google and see it's a known issue. I have 3 neighbors who have similarly aged or slightly older homes who are experiencing the same issues.

- L. Woods posted on October 13, 2010, on furnacecompare.com, that:

Bought new home with 3 (not so) Goodman units. Within first 18 months compressor went out on one unit – cost over \$1,000 to get repaired with warranty! Now second unit has leaks in the condenser coil and the evap coil is full of leaks! Est cost to get this repaired is over \$2600 with warranty! Bad product – beware.

- Doug D. posted on furnacecompare.com on September 13, 2012, that:

“EVAPORATOR COIL IS A DESIGN DEFECT!”

I have had this Goodman A/C unit for just over 2 years and the cool air has stopped coming out at least 4 times. The repair man stated that the EVAP coil in the attic has a leak. The repair man also stated this is a know[n] issue and is also a design issue, which [G]oodman has fixed as of July 2010 but is only on new units. The price to fix this is \$800.00. I called this company in Texas and the person that answered the phone was very arrogant and non-supportive to customer feedback. Unprofessional and not customer oriented company. DO NOT BUY A GOODMAN! I PLAN ON FILING A CLASS ACTION LAWSUIT.

- B. Connaughton posted on furnacecompare.com on July 23, 2012, that:

I have two Goodman ac units which are only five years old. Two years ago, one of the units (upstairs) went out and we had to replace the coil. This past week, the same unit went out again, we were told we had to replace the coil. The coil was not readily available and had to be ordered. Now our downstairs unit had gone out as well. So, while I sit here, sweating, I decided to write others regarding the Goodman product. [H]vac installers and builders should be made aware of this problem as well.

- Consumer S. Bubis also posted on furnacecompare.com on May 30, 2012,

that:

“Evaporator Coil Problem”

In July 2007 we had a Goodman gsc130361 13 seer high efficiency louvered condensing unit and matching cased evaporator coil capf3636. New refrigerant lines were installed. Today a major refrigeration leak was found from the evaporator coil due to corrosion. Evaporator coil needs to be replaced with new style aluminum coil. The cost \$2,000.00 The unit cost me \$4,500.00 not 4 years ago. I believe a unit should hold up better than this. Thinking of starting Civil Suit against Goodman. I believe they knew about the problem with units built between 2007 and 2009.

- Similarly, S. Lindgren wrote on furnacecompare.com on May 30, 2012, that:

“2AC units installed 2008”

The main unit coil failed within one year and was replaced under warranty. Now the coil has failed again in the main unit and needs to be replaced. Had the second unit checked and found a leak in the coil on this unit also. I will change the ac units once the parts warranty runs out and they will not be Goodman units.

- JRueben also posted on May 23, 2012, on furnacecompare.com that:

“The worst product”

I had my home built in 2005 and with it came this product upstairs. I’ve had Freon add 4 times out of the 7 years I’ve been here. It seems like Goodman is preying on its customers. If they refuse to recall this product, they meant for this to happen to cash in on coil resale. Terrible terrible business. This product should be recalled or class action. I’ve paid 69.95 diagnostic + 58.00 freon for 4 years, now I have to pay 624.00 for the fix. It’s r[i]dicul[ou]s. I mean I don’t know if it’s [G]oodman or [G]oodman helping the installation guys because they have reaped the rewards as well. I know that I’m not the only one paying 130.00 a year for freon. And is the freon leak a hazard? That’s what we need to concentrate on.

- On May 11, 2011, Frank Odanell wrote on furnacecompare.com, that:

“Inefficient and leaking after 3 years”

I have two in my house. During the cold winter, upstairs unit never had any problems but the downstairs unit always stopped heating when it felt like. Repairman always came, cleared a soot up thing where the vacuum hose went. It kept doing [sic] this every winter. Repairman said it is not supposed to clog, but it does. Cooling worked well the first year then the upstairs unit started lo[os]ing coolant. Repairman came and charged it. After the second year both had to be recharged. The 3rd year, they found out that both cooling coils were leaking coolant and had to be replaced. Hundreds of dollars later, makes you wonder why a cooling unit that is immobile without moving parts would leak from a weld/solder deep inside of it, on both units?

- On August 11, 2011, A. Zhylynskaya, wrote on furnacecompare.com, that:

I am waiting for a second coil replacement in 1 month! Have no words to describe my feelings! Beware!

- On July 7, 2011, “Angry Homeowner” posted on furnacecompare.com, that:

We bought a new home with a Goodman 5 Ton unit about 2.5 years ago. It has been nothing but a problem. We were just informed that we have a leaking evaporator coil. The technician told us that everyone who had these new units was having similar problems. I give up on this junk! I am about to spend big bucks to

1 replace this unit. I wish had known that this junk was in our new home when we
 2 purchased it. Another case of buyer beware and I could have saved myself \$\$\$\$\$.

- 3 • B. Browning wrote on furnacecompare.com on July 7, 2011, that:

4 Just got off the phone with Goodman customer service. I was informed that even
 5 though they understood that my REPLACEMENT coil had been installed for 2
 6 months and failed again that I was responsible for labor on the obviously
 7 defective/improperly designed part. I have had the unit for little less than 2 years
 8 and this will be the fourth service call for the same problem. I am planning on
 9 filing a lawsuit against this company if they do not resolve this issue. I understand
 it is a parts warranty but after less tha[n] 60 days the parts they sent fails and they
 are just acting like this is normal business. If I tried to run my business this way I
 would be out of business.

- 10 • Consumer G. Clevenger wrote on furnacecompare.com on July 5, 2011, that:

11 I had a pair of Goodman Central A/C units installed in a new construction home I
 12 built. These units have been nothing but trouble. I have now had to replace the
 13 upstairs Evap coil twice (by two different certified installers) and it now needs [to
 14 be] replaced again! Customer service is horrible, all I can get is form letters out of
 them. I don't think these people can build a functioning evap coil. Don't even
 think about buying one of these units.

- 15 • Richard Mosher wrote on June 11, 2011, on furnacecompare.com, that:

16 "evaporator coil"

17 When my wife and I purchased our house it was 18 months old. We got a service
 18 maintenance plan, when the company came to check our system, they foun[d] it
 19 low on freon. They checked for leaks and found a leak in the evaporator coil. The
 coil was still under warty, but the labor to put the new one was \$900.00. Now I am
 finding out that a large number of the coils in our development are failing.

- 20 • Lorraine Yam wrote on furnacecompare.com on May 23, 2011, that:

21 I have had for 1 month already had to replace the coil and a new compressor, if I
 22 would have read this page I would have never purchased. The poor guy that put it
 23 in has been out here 7 times and coming back again today. Will not exchange for a
 new one and cannot get money back.

- 24 • M. Warx wrote on May 16, 2011, on furnacecompare.com, that:

25 "Leaking Coil"

26 My coil started leaking this year and the contractor I called informed me that he is
 27 replacing at least 3 per week. He said Goodman was aware of the problem and
 28 even though they are failing at such a high rate they have no desire to help the
 homeowner with the cost to replace it o[r] the R-22. Cheap is cheap.

- Shirley Beard wrote on furnacecompare.com on May 11, 2011, that:

We had a new Goodman Heating & Air Unit installed in 2009. When we started it up this year 2011 the air would not cool. I find out that the great 10 year warranty only cover parts. I was not told this or that after a year I had to buy an extended warranty. I just paid 450.00 to have the unit replaced. They only paid for the Evaporator coil that had gone after 1 year of use. I had to pay 150.00 freight to have the part shipped, plus they charged me 50.00 because the crook that installed it would not come out. Plus I had to pay labor and OVER 100.00 for Freon even though the part caused the freon to leak out. Buyers Beware!!!! You may as well not have a warranty. Any company should fix a unit the second year you have it. To heck with warranties, just be an honest company and do what's right. Wish I had read the reviews before I bought. Hope this keeps someone else from making the same mistake.

- Consumer A. Allen wrote on April 7, 2011, on furnacecompare.com, that:

"DEFECTIVE FROM THE START"

After putting in freon nearly every summer a tech pulled the coil and discovered a leak on the inside that could not be fixed. Bad part is their warranty ended a year ago on the unit and even though we have the documents proving it was faulty, they won't help. So now we are facing \$1000 for labor and coil or a new unit for \$2000. Not going with Goodman though. Researching other brands.

53. Even professional HVAC technicians have criticized the poor quality of Goodman products and the fact that its coils prematurely corrode and caused leakage:

- According to a posting by Ben Boutin on August 30, 2012, on furnacecompare.com:

I am a 10 year journeyman hvac installer/service technician and have for the first time in my life, felt compelled to formally complain about any hvac equipment company. I have installed 20 or so Goodman units (commercial/residential) in the last few years and would strongly recommend to anyone, choose a different brand! I've worked with every brand of hvac equipment and by far, have had the highest ratio of units requiring service calls on "new" units from Goodman. They are junk. The quality control from the manufacturer is horrible. If I had to explain the repairs I've had to do on new equipment, this review would take you hours to read. Don't let their fancy warranty impress you, or their cheaper price tag. Buy anything else and get a professional installer. Trust somebody in this trade and save writing your own review.

- "ChairAir" also posted on HVAC-Talk.com on April 6, 2010 that:

1 I have been installing units for 10 years, as a contractor for 5. Last year we
 2 installed about 100 Amana/Goodman units. I have not kept accurate statistics, but
 3 it sure does seem like a lot of these evaporator coils have been bad in the first year
 (like 5% or more). They are leaking in the coil itself.

- 4 • Similarly, "SpecialEd," a hvac technician, in response to a question
 5 concerning copper versus aluminum coils, posted on Hvac-talk.com on
 6 October 24, 2010, that:

7 The aluminum coils are nice. But we don't typically change them for performance
 8 reasons; we do it because the copper one was leaking like a sieve.

- 9 • Likewise, Eric P. posted on pissedconsumer.com on August 8, 2012:

10 I've had a [G]oodman air conditioner/furnace for 2 yrs. I opened up the
 11 evaporator to check on the coil and noticed strange corrosion where the smaller
 12 capillaries connect. It looks like some kind of galvanic corrosion issue, a design
 13 flaw, like an incompatible contact between metals of coil and frame. For work, I
 14 regularly service [C]arrier heat pumps at commercial buildings that sometimes
 have never been cleaned in 30yrs. [T]hey still run and the coils don't have the
 kind of corrosion that [I] see on this junk.

15 54. Further, according to a July 1, 2009, article in *The Courier*, a small Texas local
 16 newspaper, residents in the Summerset Estates subdivision in Conroe, Texas, were so upset by
 17 defective Goodman Products that they began a petition drive and obtained signatures from nearly
 18 150 residents to demand answers from Goodman. The residents complained that the Goodman air
 19 conditioning units that were installed when the homes in their subdivision were constructed in
 20 2003 and 2004 contained defective evaporator coils that leaked, causing the units to lose cooling
 21 capability and to fail. The residents' complaints date back to 2003, and the leaky coil problem has
 22 been persistent. According to one resident, "The problem is leaking coils. They come out and
 23 replace them and recharge the system, but it just leaks out again."

25 55. Additionally, various Goodman contractors and dealers have confirmed the
 26 prevalence of the refrigerant leakage problem and the fact that Goodman was aware of the issue.
 27 For example, according to an independent HVAC contractor who dealt with Goodman Products
 28

1 since August 2008, Goodman Products are prone to failure. In 2011, his company had to replace
2 approximately fifteen Goodman Products it had installed because they had failed. According to
3 this contractor, much of the failure related to evaporator coil problems in Goodman Products that
4 had higher efficiency ratings. This HVAC contractor has had to satisfy clients' warranty calls at
5 his own cost, as Goodman refused to reimburse him for the repairs and refused to allow him to
6 purchase extended warranty contracts to protect the unknowing client.
7

8 56. Another HVAC installer stated that his company had installed about 100 Goodman
9 units and had to replace at least 40 of them. His company lost about \$30,000 replacing Goodman
10 units free of charge to customers who experienced problems with the units shortly after
11 installation. His company has replaced the Goodman Products with Ruud units, and he has not
12 had problems since with the Ruud units.
13

14 57. Likewise, according to a Goodman dealer, approximately 80% of the Goodman
15 Products his company installed between years 2009 to 2011 had leaky evaporator coils. The
16 leakage was a constant problem, and it was expensive to replace the refrigerant. According to this
17 dealer, about a year and a half ago, Goodman started paying a \$300 allowance to special dealers
18 due to the evaporator coil problem. Although Goodman had provided his company with
19 replacement evaporator coils and paid an allowance of \$300 per unit, Goodman stopped paying
20 the \$300 allowance earlier this year.
21

22 58. As Tom Durbin, a HVAC technician with over 45 years of experience and a third
23 generation Air Conditioning and Heating Master Licensed technician, wrote on his website:

24 Goodman and Amana are changing their policies on how they treat these warranty
25 coil repairs on a weekly basis. I don't think you'll find many dealers that are happy
26 about how things are going. And for sure you will not find any customers that feel
27 that they are being treated properly. The leaking coil causes Freon to escape and it
28 has to be replaced, there is no compensation from the manufacture for that problem.
So the technician is faced with do I leave my customer unhappy and hot or do I add
some Freon to getting them by until the necessary approval of the replacement coil

1 can be made. We also have to find the leak[.] I will tell you this over the last three
 2 years we have only found two maybe three leaks that were not in the evaporator
 3 coil. Now we are checking the evaporator coil before we look for leaks anywhere
 4 else. This is a directive that we have received from Goodman is that any coil with
 5 a se[e]r [nu]mber that starts with 07 or 08 is the only coil that they are going to
 6 stand responsible for and pay a labor allowance to change. *Goodman is indicating*
to its dealers that there are having problems with copper coils that were
manufactured during the years of 2007 and 2008. They're saying that these copper
coils are what are causing the problems during those years. [emphasis added]

7 * * *

8 Received notification from Goodman today 5/29/2012 that no one is getting paid
 9 on the coil program. Just as I earlier mentioned Goodman is changing their policies
 10 on their warranty programs on a daily basis. *I have customers that have had as*
many as three coil changes and another with as many as four, I think it's time to
 11 *take a little action.*

12 59. Accordingly, Defendants were fully aware of the defective evaporator coils in the
 13 Goodman Products. On information and belief, Goodman Products contained copper evaporator
 14 coils that were manufactured and/or designed too thin and corroded prematurely, which caused
 15 refrigerant to leak out. These defects in the Goodman products were not discoverable on
 16 reasonable inspection by Plaintiff or members of the Class.

17 60. Defendants' refusal to pay for diagnostic, labor and Freon costs is unconscionable
 18 because they knew, at the time of selling the Goodman Products, that Goodman's evaporator coils
 19 were defective, caused refrigerant leakage, and that Plaintiff and other consumers would unjustly
 20 incur significant out-of-pocket costs to hire a HVAC technician to diagnose the problem, replace
 21 the evaporator coil, and replace the refrigerant.

22 61. Although Defendants knew about the evaporator coil defects, they continued to
 23 market and sell Goodman Products without notifying consumers of the defects. In certain
 24 instances where angry consumers demanded recourse from Goodman, Goodman attempted to put
 25 a temporary band-aid on the problem by offering to reimburse some of the costs, purportedly as a
 26 "goodwill" gesture, in exchange for the consumers' agreement not to sue.
 27
 28

- As Goodman consumer J. Michael noted on furnacecompare.com on November 10, 2009:

“Two units failed after 28 months”

Tenth repair/adjustment of units since buying new (both heat and cooling problems). Two units in house and both coils have leaks and need replacement, total labor cost \$1,300 (obtained several quotes to get this price). Goodman provided parts at no cost, but labor to reinstall inferior products is unacceptable. Goodman Consumer Affairs told me to submit invoices and Goodman would cover the labor. [N]ot! Just received legal letter from their Consumer Affairs Mgr saying they would cover \$300 if I agree to release Goodman and all associates from any and all claims, now and forever. Does this sound like a company operating in good faith?

- Similarly, on November 3, 2011, WO from Gainesville, Florida, wrote on furnacecompare.com, that:

“BEWARE!!!”

We had the Goodman GSH130241A until installed after our other was hit by light[n]ing. Less than a year after it was installed the unit froze over and the ac company that did the insurance install said the coil was leaking so they replaced them. Since it was less than a year from the install there was no out of pocket for us. Then just 26 months later same issue again however this time we were over \$400 because it was over a year since the coils were replaced. Called and emailed Goodman and was asked to send in all my receipts and they would review it for reimbursement. I then filed a complaint with the Florida Department of Consumer Affairs and they also opened a case and followed up. I then received a letter from FDCA stating that Goodman was going to follow up with a resolution and to work with them. Goodman’s resolution was an offer of \$148 and wanted us to sign a release letter not holding them liable ... right. Then, just a few months later the same thing happened again. Coils leaking ... so here we are now with a Goodman representative and the installers technicians at our house. This is still ongoing not sure what the resolution is going to be but at this point ... stay far, far away from this company if you want a reliable ac unit!!!

62. Furthermore, in a survey conducted by the Consumer Reports National Research Center of more than 40,000 readers of *Consumer Reports* magazine who bought a central air conditioning system, it was found that Goodman, Amana (which is a Goodman brand) and another brand had the most repairs out of 10 brands of air conditioners. Goodman was also ranked the very worst, as compared to 7 brands, with respect to repair of central heat pumps. The *Consumer*

1 *Reports* survey further found that “fixing any central A/C system can be a real headache. . . . the
2 roughly 30 percent who had problems shelled out \$150 or more for the repair.”

3 63. Defendants were aware of the defective evaporator coils but nonetheless omitted to
4 disclose the defects to Plaintiff or to the public. Plaintiff suffered damages in that Plaintiff
5 incurred costs to diagnose the problem, labor costs to repair the defective Goodman units, and
6 costs to replace the refrigerant. These costs were unreasonable and unconscionable for Plaintiff to
7 bear because Goodman was aware that the Goodman Products were defective and were prone to
8 fail prematurely. In addition, Plaintiff and other Class members have conferred a benefit on
9 Goodman by overpaying for their defective Goodman products. As a result of Goodman’s
10 misconduct and omissions, Plaintiff and other Class members failed to receive their benefit of the
11 bargain and suffered losses.

12
13 64. On February 2, 2012, in a press release entitled “The Nation’s ‘Newest’ HVAC
14 Manufacturer Celebrates 30 Years of HVAC Goodness,” Goodman touted the “robust” warranties
15 on its products and how “a homeowner may never need these warranties.” In the press release,
16 Goodman also announced that it had introduced an all-aluminum evaporator coil “[t]o prevent a
17 leading cause of premature evaporator coil failures.” However, Goodman did not admit or
18 acknowledge that the Goodman Products had experienced premature evaporator coil failures, or
19 that such failures were widespread.

20
21 **FIRST CAUSE OF ACTION**

22 **(BREACH OF EXPRESS WARRANTY)**

23
24 65. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1
25 through 65 above as if fully set forth herein.

26 66. Plaintiff purchased Goodman Products and is in privity with Defendants.
27
28

67. Defendants expressly warranted to Plaintiff and the Class that the Goodman Products: (a) came with a ten year warranty under certain circumstances or at least a five year warranty; and (b) would be “free from defects in materials and workmanship that affect performance under normal use and maintenance.” A true and correct copy of the Express Warranty is attached hereto as B.

68. Goodman breached its warranty because Plaintiff did not receive his Goodman Products free of defects. Specifically, his Goodman Products contained defective evaporator coils that caused refrigerant to leak from his Goodman Products.

69. The defects in the Goodman Product are latent and not discoverable on reasonable inspection. As such, Goodman’s express warranty fails in its essential purpose.

70. In addition, because the Goodman Products contain a latent defect, any warranty limits are unconscionable.

71. Plaintiff notified Defendants of the breach of the above express warranty within a reasonable time after Plaintiff discovered, or should have discovered such breach. Defendants have failed to remedy the breach of express warranty.

72. Plaintiff has suffered actual damages as a result of Defendants’ breach of warranty.

SECOND CAUSE OF ACTION

(VIOLATION OF ARIZONA CONSUMER FRAUD ACT AT A.R.S. § 44-1521, *et seq.*)

73. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 73 above as if fully set forth herein.

74. This cause of action is brought pursuant to the Arizona Consumer Fraud Act (the “Act”), Arizona Revised Statutes (“A.R.S.”) §44-1521, *et seq.*, which provides in A.R.S. §44-1522 in relevant part that “[t]he act, use, or employment by any person of any deception, deceptive act or practice, fraud, false pretense, false promise, misrepresentation, or concealment, suppression

1 or omission of any material fact with intent that others rely upon such concealment, suppression or
2 omission, in connection with the sale or advertisement of any merchandise whether or not any
3 person has in fact been misled, deceived, or damaged thereby, is declared to be an unlawful
4 practice.”

5
6 75. Plaintiff is a consumer as defined by the Act. Goodman Products are goods within
7 the meaning of the Act. Defendants are engaged in trade or commerce within the meaning of the
8 Act.

9 76. Defendants have engaged in unconscionable, deceptive and/or unfair act or practice
10 within the meaning of the Act. Defendants engaged in unconscionable, deceptive and unfair
11 business practice when they sold Goodman Products that they knew contained material defects
12 and would fail prematurely under normal use. These defects directly interfered with Plaintiff and
13 other consumers’ reasonable expectations concerning the performance of HVAC products.
14 Defendants omitted to disclose the adverse material facts concerning the evaporator coil defects in
15 Goodman Products to Plaintiff and other consumers when the Goodman Products were sold to
16 them. Due to the unconscionable, deceptive and/or unfair act or practice of Defendants, Plaintiff
17 and other consumers were damaged thereby.

18
19 77. In addition, Defendants’ failure to disclose the material defect in Goodman
20 Products constitutes unconscionable, deceptive and/or unfair act or practice because Defendants
21 knew such facts would be unknown and not easily discoverable by Plaintiff and other consumers
22 and would defeat their ordinary, foreseeable and reasonable expectations concerning the
23 performance of the Goodman Products.
24

25 78. Further, Goodman’s failure to notify Plaintiff and other consumers that repairs
26 were necessary for the Goodman Products, and its failure to repair the defective products also
27 constitute unconscionable, deceptive and/or unfair act or practice within the meaning of the Act.
28

1 Because Goodman failed to notify consumers that repairs were necessary for their Goodman units
2 and failed to make the repairs without charge to the consumers, Plaintiff and other consumers were
3 forced to incur costs associated with having HVAC technicians diagnose why their Goodman
4 Products were not working, costs to repair or replace their units, and costs to purchase the
5 refrigerant that had leaked out.

7 79. Plaintiff and other Class members suffered damages when they purchased
8 Goodman Products that were defective. Defendants' unconscionable, deceptive and/or unfair
9 practice caused actual damages to Plaintiff. Plaintiff was unaware of the defects in his Goodman
10 Products at the time of purchase and was damaged thereby.

11 80. Defendants have engaged in unconscionable, deceptive and/or unfair practices
12 described herein which offend public policies and are immoral, unethical, unscrupulous and
13 substantially injurious to consumers.

15 81. Plaintiff and other Class members were the subject of Defendants' unconscionable,
16 unfair and/or deceptive practices. Plaintiff and other Class members would not have purchased
17 the Goodman Products, or at least would have paid less for them, had they known about the
18 defects in the Goodman Products.

19 82. The damages suffered by Plaintiff and the Class were directly and proximately
20 caused by the deceptive and unfair practices of Defendants.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff, on behalf of himself and the Class, prays for judgment as
24 follows:

- 25 (a) Certifying the Class as requested herein;
26 (b) Awarding damages to Plaintiff and the proposed Class;

- 1 (c) Awarding restitution and disgorgement of Defendant's revenues to Plaintiff and
2 the proposed Class members;
3 (d) Ordering Defendants to recall and repair at their expense the defective Goodman
4 Products;
5 (e) Awarding attorneys' fees and costs; and
6 (f) Providing such further relief as may be just and proper.
7

8 DEMAND FOR JURY TRIAL

9 Plaintiff hereby demands a trial by jury as to all issues so triable.

10 Dated: November 20, 2013

11 By: 

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