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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

Case No. _____

THE BOROUGH OF CARTERET,
on behalf of itself and
all others similarly situated,

Plaintiffs,

v.

**CLASS ACTION
JURY DEMAND**

FIELDTURF USA INC., a Florida
Corporation, FIELDTURF INC.,
a Canadian Corporation, and
FIELDTURF TARKETT SAS,
a French Corporation,

Defendants.

_____ /

CLASS ACTION COMPLAINT

Plaintiff the Borough of Carteret files this class action complaint on behalf of itself and all others similarly situated against FIELDTURF USA INC. (“FieldTurf USA”), FIELDTURF INC. (“FieldTurf Inc.”), and FIELDTURF TARKETT SAS (“FieldTurf Tarkett”) (collectively “FieldTurf”).

PARTIES

Plaintiff

1. Plaintiff the Borough of Carteret is a municipal corporation that exists under the

laws of New Jersey. Plaintiff purchased six defective Synthetic Grass Fields, defined below, from FieldTurf between late 2006 and 2010, at a time when FieldTurf knew that its marketing claims and sales campaign were grossly exaggerated, and that the Synthetic Grass Fields were defective.

Defendants

2. Defendant FieldTurf USA Inc. is a Florida corporation with its principal place of business located at 75 North Industrial Blvd., N.E., Calhoun, Georgia 30701. FieldTurf USA markets, manufactures, sells and installs the defective Synthetic Grass Fields in New Jersey and throughout the United States.

3. Defendant FieldTurf, Inc. is a Canadian corporation with its principal place of business located at 8088 Montview Road, Montreal, Quebec, H4P 2L7. Upon information and belief, FieldTurf Inc. manufactures defective Synthetic Grass Fields or otherwise conducts business in the United States, including New Jersey.

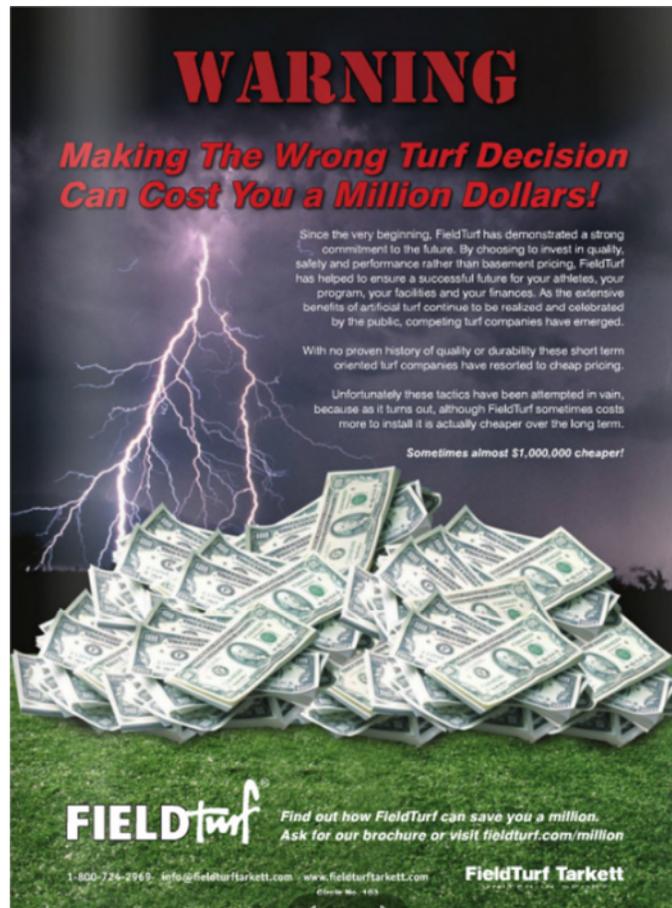
4. Defendant FieldTurf Tarkett SAS is a French corporation with its principal place of business located at 2 Rue de l'Egalite, 92748 Nanterre Cedex, France. FieldTurf Tarkett is the parent corporation to FieldTurf USA and was actively involved in concealing the defect from United States consumers.

INTRODUCTION

5. This is the first federal class action that finally challenges the deceptive and misleading business practices of FieldTurf in connection with its manufacturing, marketing, sale, and installation of synthetic grass turf systems used for athletic fields across the country under the brand names "FieldTurf," "Duraspine" and "Prestige" (collectively "Synthetic Grass Fields"). All of the Synthetic Grass Fields in question share the same specific defect and design,

which FieldTurf actively concealed from the Borough of Carteret and the Class. From 2005 to 2012, FieldTurf engaged in an aggressive global marketing campaign for the defective Synthetic Grass Fields, touting a 10-plus year lifespan despite knowing that the product would begin deteriorating within a few years of installation.

6. Municipalities, school districts, and other public and private colleges and universities such as the Borough of Carteret, from across the United States, relied on FieldTurf's material misrepresentations and omissions when deciding to install a FieldTurf artificial turf system. At all times relevant to this class action, public funding was at an all-time low. The Great Recession had caused municipalities to lay-off employees and school districts to cut programs – every taxpayer dollar counted. FieldTurf promised these municipalities and school districts across New Jersey and the country a long-lasting, low maintenance athletic field that would provide cost-savings in the long-run compared to natural grass or FieldTurf's artificial turf competitors. One advertisement featured a pile of cash, luring consumers with the potential to save millions:



7. Early on, however, FieldTurf internally knew that its marketing campaign was grossly exaggerated. FieldTurf’s Synthetic Grass Fields incorporated the “Evolution” fiber manufactured by Mattex Leisure Industries (“Mattex”) and its successor TenCate Thiolon Middle East LLC (“TenCate”). By 2009, FieldTurf internally had received a significant number of complaints from U.S. consumers, reporting premature deterioration of the fibers in their athletic fields. Field inspections and independent testing conducted by FieldTurf and TenCate confirmed the Evolution fiber was defective and could not live up to the promises.

8. Rather than adjust its campaign strategy to reflect this reality or simply warn existing and new customers about the defective nature of the Synthetic Grass Fields, FieldTurf chose to maximize profits and maintain its leading market share. An internal email from FieldTurf executive Kenny Gilman reveals that in 2007, FieldTurf knew its marketing campaign

for the affected Synthetic Grass Fields was “ridiculous” and opened up the company “to tons of exposure from a legal standpoint.” Notwithstanding this risk, FieldTurf maintained its marketing claims, installing another 317 Synthetic Grass Fields across the country in 2007 worth an estimated \$127 million. FieldTurf’s conduct was certainly intentional and at the very least grossly negligent.

9. In 2011, FieldTurf sued its supplier Mattex and TenCate for, among other things, fraudulent inducement of contract. Over the course of 2009 and 2010, more than 100 fields manufactured and/or installed by FieldTurf failed. At that time, FieldTurf allegedly spent more than \$4 million to replace the prematurely disintegrating Synthetic Grass Fields. FieldTurf acknowledged in the complaint that it faced the risk of tens of millions of dollars in exposure from potential lawsuits. The parties settled in 2014 for an undisclosed amount.

10. FieldTurf’s massive scheme to mislead consumers was finally exposed in December 2016 when NJ Advance Media published its findings from a six-month long, in-depth investigation into the failing Synthetic Grass Fields.¹ New Jersey was a major target of the fraud committed by Field Turf. After filing forty public record requests, examining more than 5,000 pages of company records, emails, court filings and testimony, and interviewing dozens of coaches, officials and current and former FieldTurf employees, NJ Advance Media learned that FieldTurf had been internally aware of the defect in its Synthetic Grass Fields *as early as 2006*, but ignored all the red flags to earn more than \$570 million through the sale of nearly 1,500 defective fields.

11. Now lawmakers are finally calling for action. State of New Jersey Senate President Stephen Sweeney found new NJ Advance Media’s report “extremely disturbing,” adding that the

¹ See *The 100-Yard Deception*, NJ ADVANCE MEDIA, <https://readymag.com/njdotcom/fieldturf/2/> (last visited December 13, 2016).

investigation “is serious and it should be treated that way.” New Jersey Assembly Speaker Vincent Prieto referred to FieldTurf’s conduct as “very worrisome” and encouraged all municipalities and schools to carefully consider available legal remedies. Other state lawmakers called on the New Jersey Attorney General to investigate. U.S. Senators Cory Booker and Robert Menendez have urged the Federal Trade Commission to open an investigation into FieldTurf’s conduct, noting the need for government officials to be “vigilant against deception and misuse of taxpayer dollars.” This federal class action lawsuit is brought on behalf of all purchasers of the defective product for monetary and injunctive relief and will serve as a supplement, and to work in conjunction, with all of the pending federal and state actions, Plaintiff bring claims seeking damages and injunctive relief for unfair and deceptive acts and practices and unfair competition in violation of the New Jersey Consumer Fraud Act, and unjust enrichment under the common law of New Jersey. Among other appropriate relief, Plaintiff seeks to have Defendants compensate Class members for their purchase of defective Synthetic Grass Fields.

JURISDICTION AND VENUE

12. The Court has jurisdiction over this action pursuant to the Class Action Fairness Act of 2005 (“CAFA”), Pub. L. No. 109-2, 119 Stat. 4 (codified in various sections of 28 U.S.C.).

13. The amount in controversy exceeds \$5,000,000 and there are at least one hundred members of the putative class.

14. This Court has jurisdiction over FieldTurf because it is a foreign corporation authorized to conduct business in New Jersey, is doing business in New Jersey, or did sufficient business in New Jersey, has sufficient minimum contacts with New Jersey, or otherwise intentionally availed itself of the New Jersey consumer market through the promotion,

marketing, and sale of defective Synthetic Grass Fields in New Jersey. This purposeful availment renders the exercise of jurisdiction by this Court over FieldTurf and its affiliated or related entities permissible under traditional notions of fair play and substantial justice.

15. In addition, this Court has subject-matter jurisdiction under CAFA because the amount in controversy exceeds \$5 million and diversity exists between Plaintiff and FieldTurf. 28 U.S.C. § 1332(d)(2). Further, in determining whether the \$5 million amount in controversy requirement of 28 U.S.C. § 1332(d)(2) is met, the claims of the putative class members are aggregated. 28 U.S.C. § 1332(d)(6).

16. Venue is proper in this forum pursuant to 28 U.S.C. § 1391 because FieldTurf transacts business and may be found in this District. Venue is also proper here because a substantial portion of the practices complained of herein occurred in the District of New Jersey.

17. All conditions precedent to this action have occurred, been performed, or have been waived.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

18. FieldTurf markets, manufactures, sells and installs synthetic turf surfaces for various athletic fields, including soccer, lacrosse, football, and baseball. Synthetic turf is an alternative to natural grass with the expected benefit of being more durable and having lower maintenance costs. Athletic turf fields are intended to be used year-round in any weather conditions for extended use without downtime for recovery in between games. Turf provides a weed-free surface that does not require watering or fertilizing. Seeking to develop a synthetic replicate of natural grass, FieldTurf invented long-pile, infilled artificial turf.

19. On its website, FieldTurf holds itself out to consumers as “the world’s most trusted brand of artificial turf”:

We have said it since the day we created our very first turf system in 1994:

FieldTurf is more than just a turf company. We are the pioneers of today's generation of artificial turf and the innovators for tomorrow's cutting edge sports surfaces. Our fields have paved the way for little league dreamers, local school heroes, college rising stars and professional sports icons. FieldTurf is the most trusted name in artificial turf.

The FieldTurf Difference, FIELDTURF, <http://www.fieldturf.com/es/fieldturf-difference> (last visited December 12, 2016).

20. FieldTurf further describes itself as “[t]he company that changed the industry,” boasting that “The Sports World Chooses FieldTurf”:

Throughout the last decade our engineered, infilled artificial turf systems became the first to host two Super Bowls, the World Series, the World Baseball Classic, a Major League Soccer Cup final and College Bowl games from coast to coast. Today, FieldTurf continues to thrive as the global market leader in synthetic sports fields with more than 7,000 fields installed. Cities and schools have been benefitting from our ability to provide the best value for the short and long term, allowing organizations at all levels to be able to forecast the amount of money they will save by installing FieldTurf, the safe, long-lasting and high performing artificial turf system.

The Company, FIELDTURF, <http://www.fieldturf.com/es/artificial-turf/about-fieldturf> (last visited December 12, 2016).

21. Despite having high upfront costs, FieldTurf advises consumers that installing a FieldTurf artificial turf system is “a much more financially-sound decision” than choosing natural grass and is the “best value” compared to competitors. *Cost Analysis*, FIELDTURF, <http://www.fieldturf.com/es/fieldturf-difference/cost-analysis> (last visited December 12, 2016).

22. Although Field Turf claims “you’ll probably never need to use it,” FieldTurf provides consumers with an extended warranty “in the unlikely event something goes wrong with your artificial turf system.” *Insured Warranty*, FIELDTURF, <http://www.fieldturf.com/es/fieldturf-difference/insured-warranty> (last visited December 12,

2016).

23. FieldTurf also promises that consumers will enjoy “a near-perfect surface for years, and with limited maintenance and no customer expertise needed.” *FAQ*, FIELDTURF, <http://www.fieldturf.com/es/artificial-turf/faq> (last visited December 12, 2016).

24. Artificial turf systems, like the Synthetic Grass Fields here, consist of four primary components: a drainage system, backing, infill and fibers. At the bottom of most turf systems is a drainage layer that consists of stone materials. The drainage layer provides a level surface that precipitation flows through before reaching a drainage system. Backing refers to multi-tiered layers that hold the fibers in place and provide the turf system with stability. Infill is a filler consisting of sand and/or granulated recycled tire rubber that is dispersed through the fibers to resemble the topsoil in natural grass. Fibers are the blades that provide the turf system with a natural grassy look and are responsible for durability. Turf fibers are generally made from polyethylene and a compound of UV stabilizers, which allow the fibers to maintain their coloration after extended exposure to UV radiation. Fibers come in either a slit-film or monofilament structure, and stand above the infill.

25. FieldTurf manufactures and installs artificial turf systems through its patented design, explaining the key to its success in the industry stems from a “quality fiber and a heavyweight infill”:

FieldTurf manufactures the most durable fibers through its PPG Model:

- Polymer
- Process
- Geometry

Each fiber has a unique polymer formulation which creates a fiber that is more resistant to wear. The process which has an extended “healing” process at the moment of extrusion reduces the degradation of the fiber. And the unique geometry of each of FieldTurf’s fibers were specifically designed and tested to

outlast all other fibers on the market. That is the ultimate benefit to FieldTurf's fiber extrusion investment.

FieldTurf's heavyweight infill also has its fair share to play in the durability of our fields. With the most pounds of material per square foot of any product available today, FieldTurf's heavyweight system reduces your maintenance, protects your turf fibers and keeps safety and performance of the field constant over the life of the field.

Durability, FIELDTURF, <http://www.fieldturf.com/es/fieldturf-difference/durability> (last visited December 12, 2016).

A. FieldTurf Manufactures and Installs Defective Synthetic Grass Fields.

26. Around November 2003, FieldTurf co-founder John Gilman traveled to Cologne, Germany for the European Turf Show where he met Jeroen van Balen, the then-Managing Director of Mattex. There, van Balen introduced Gilman to Mattex's "Evolution" fiber, which had an impressive grass-like appearance and was characterized as the strongest fiber available on the market. Evolution was a monofilament fiber that was developed to address issues with the slit-film fibers that were commonly used in the artificial turf industry.

27. Prior to Gilman's trip to Germany, FieldTurf exclusively manufactured and installed artificial turf systems with slit-film fibers. Slit-film fibers suffered from long-term durability issues because of repeated cutting or "splitting" during the manufacturing and installation processes. Monofilament fibers reduced the amount of splitting during the manufacturing process, making the fiber more durable.

28. FieldTurf and Mattex began negotiations over a supply agreement for Evolution fibers beginning in 2004. After testing the Evolution fiber's strength, durability and ability to withstand prolonged UV radiation exposure, FieldTurf began using Evolution in the manufacture and installation of FieldTurf Synthetic Grass Fields. By September 2005, FieldTurf and Mattex entered into a year-long supply agreement, granting FieldTurf exclusive purchase

rights over the Evolution fiber. FieldTurf and Mattex then extended the supply agreement for an additional year in 2006. A year later, TenCate acquired Mattex's assets and liabilities, but continued to supply FieldTurf with the Evolution fiber. On July 1, 2008, FieldTurf and TenCate entered into a third supply agreement, extending the parties' contract until December 31, 2011.

29. Throughout this time period, FieldTurf manufactured and installed Synthetic Grass Fields with the Evolution fiber under the brand names "FieldTurf," "Duraspine" and "Prestige." Between 2005 and 2012, FieldTurf sold over 1,400 Synthetic Grass Fields to municipalities and schools for athletic fields across the United States. As explained in more detail below, each artificial turf system marketed, sold, manufactured and/or installed by FieldTurf used the same flawed Evolution fibers, rendering the athletic fields defective and causing significant premature deterioration.

30. The average price for a defective FieldTurf Synthetic Grass Field was between \$300,000 and \$500,000. Some consumers, like Plaintiff here, however, paid FieldTurf more than a \$1 million for defective Synthetic Grass Fields. FieldTurf justified this high cost by promising consumers its product was more durable with a longer useable life than its competitors. Although FieldTurf provided an eight-year manufacturer's warranty, FieldTurf lured potential consumers by assuring them that the Synthetic Grass Field would last ten years or longer. Such an extensive product life would allegedly provide consumers with enormous savings over time. This long-term guarantee was a critical selling point, because FieldTurf's Synthetic Grass Fields were the most expensive on the market.

31. Long before the eight-year warranty or 10-plus year guarantee expired, an alarming number of FieldTurf Synthetic Grass Fields showed signs of significant premature deterioration. Between 2009 and 2010 alone, more than 100 FieldTurf customers reported that their athletic

fields failed to deliver the promised results. The complaints were consistent – fibers were splitting, shredding, thinning and fading during routine use, and large areas of the fields experienced dramatic color degradation. A recurring issue involved fibers in one row of the field falling flat, while adjacent fibers remained upright. These inconsistencies caused light to reflect off the fibers differently, producing a “streaked” or “striped” appearance on the Synthetic Grass Fields:



32. In response to certain customer complaints, FieldTurf and TenCate representatives conducted field investigations to determine the root of the problem. FieldTurf and TenCate learned that regardless of environmental conditions, the Synthetic Grass Fields displayed the same common premature physical and chemical degradation. One field inspection report prepared after an investigation into a complaint from a stadium in Miami, Florida, noted that the same fiber degradation occurred in other fields.

33. Faced with mounting complaints and threats of litigation from some consumers, FieldTurf sued TenCate in 2011, alleging claims for fraudulent inducement of contract and breach of warranties, and seeking injunctive relief. FieldTurf’s complaint alleged that sometime after FieldTurf and TenCate entered into the supply agreement in 2005, TenCate altered the Evolution fiber formula by replacing quality ingredients with cheaper alternatives, making the fiber “less durable” and causing “premature disintegration during the warranty period.”

FieldTurf supported these allegations with extensive expert testing results. Most of the allegations in the complaint focused on Synthetic Grass Field failures from 2009 to 2010. Court records show, however, that FieldTurf was well aware of problems long before then.

B. FieldTurf Continues to Mislead Consumers Despite Knowing the Synthetic Grass Fields Are Defective.

34. As early as May 2005, prior to entering the first supply agreement with TenCate, FieldTurf had reason to know that the “unmatched durability” it would later promise consumers was misleading. Bonar Yarns, another supplier for FieldTurf, claimed that its test results of the Evolution fiber showed the product could not withstand wear and tear. In an email to FieldTurf’s director of manufacturing, Gilman questioned the company’s “over exuberance” in adopting the Evolution fiber. Nonetheless, FieldTurf charged on, unphased by the first of many red flags.

35. FieldTurf distributed marketing materials that boasted its Synthetic Grass Fields were manufactured with “engineering excellence” and “rigorous quality control.” In a trade publication from around 2006, FieldTurf claimed that their new Synthetic Grass Fields would “have a useful life longer than the 10 years we expect from a tape filament surface.” As explained by Troy Squires, FieldTurf’s VP for sale and marketing from 2004 to 2009, sales doubled within a few years and earned FieldTurf very high profit margins.

36. One of the earliest complaints about premature disintegration came in October 2006 after FieldTurf installed the new Synthetic Grass Field in a South American country. Laura Braga, FieldTurf’s operation director for FieldTurf Latin America, emailed Gilman, explaining that an artificial turf field using the old slim-fit fiber that was installed in 2003 was in better condition than the Synthetic Grass Field that was installed within the year. The new Synthetic Grass Field was displaying significant “premature wear.”

37. Suspecting issues with the chemical makeup of the Evolution fiber, on December 28,

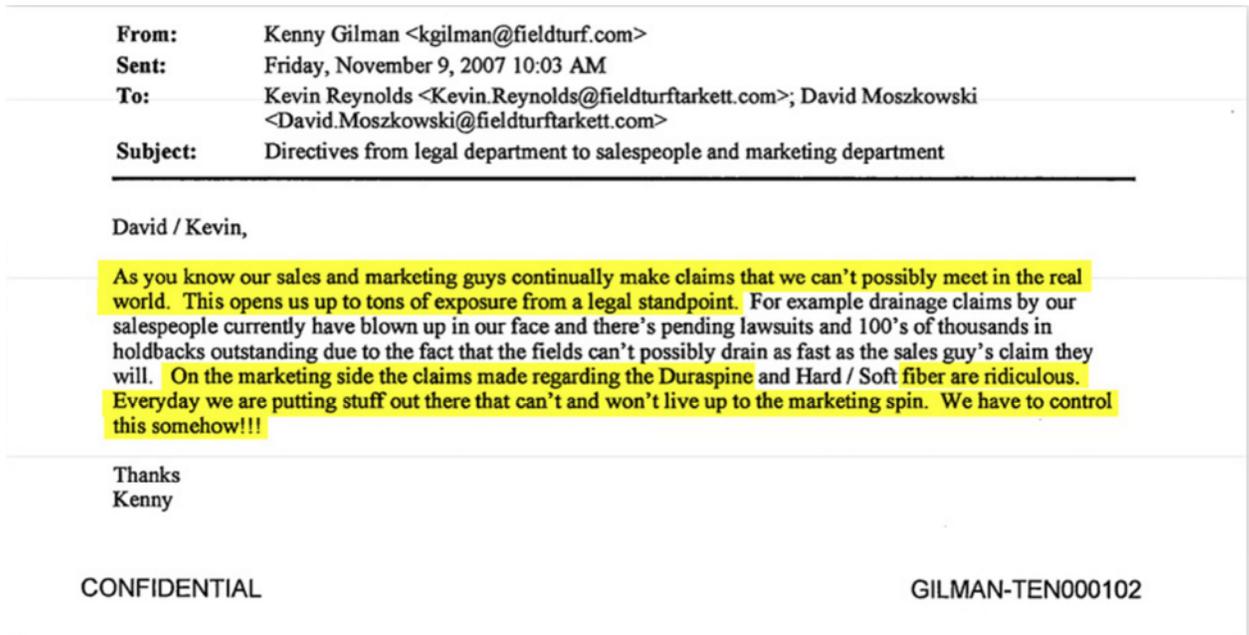
2006, Gilman complained to van Balen that FieldTurf was “seeing fields showing splitting after under a year of play and have already had to replace one full-size field due to yarn failure after only a few months of installation!” Days later Gilman informed van Balen that “we [FieldTurf] know with heavy use, the fiber is coming part,” explaining that FieldTurf already had “a few failures.” FieldTurf kept secret from its customers who purchased a Synthetic Grass Field in 2006 that the product was experiencing issues with premature disintegration. That year, FieldTurf sold at least 168 Synthetic Grass Fields, including 14 in New Jersey.

38. Despite learning that the new Synthetic Grass Fields were defective and deteriorating at an alarming rate, FieldTurf continued to market the fields as retaining “excellent ‘memory’ so they remain looking like new grass-erect fibers, not a matted carpet.” Yet, Ken Gilman explained in an extensive email to FieldTurf’s then-CEO David Moszkowski and New Jersey sales representative Perry DiPiazza that Synthetic Grass Fields installed in 2005 and 2006 were already becoming matted. Recognizing that by years five and six the fields would be significantly matted down, Gilman added FieldTurf’s “marketing claims and sales pitches need to reflect this reality.” This email would prove to be a source of conflict within FieldTurf. One in-house attorney informed Gilman that the information discussed would be damaging in a potential lawsuit. This led Gilman to email an IT specialist, inquiring whether the email could be wiped clean. The IT specialist informed Gilman that was legally impossible because it was a crime.

39. Kevin Reynolds, FieldTurf’s VP of operations from 2000 to 2008, would later explain to NJ Advance Media, that the artificial turf industry was historically competitive with “[p]eople that like to push the envelope in terms of reality and truth.” Ken Gilman testified in 2014 that FieldTurf experienced “a constant problem of our sales and marketing people overpromising

certain aspects of the FieldTurf system.”

40. By November 2007, FieldTurf clearly knew that its marketing of the Synthetic Grass Fields was misleading, deceptive and unfair. As shown in the email pictured below, high level executives at FieldTurf were aware that changes needed to be made:



41. Nonetheless, FieldTurf continued to make enhanced profits and increased market share a priority. In 2007, 317 Synthetic Grass Fields were sold in the U.S., including 37 in New Jersey. The deception continued through 2008. Gilman wrote in a company document that year that “[i]rresponsible sales and marketing claims are made continuously that product simply cannot possibly technically deliver on.” FieldTurf went on to sell 419 Synthetic Grass Fields in 2008, including 43 in New Jersey.

42. As explained above in connection with FieldTurf’s lawsuit against TenCate, Synthetic Grass Field customer complaints skyrocketed in 2009 and 2010. In deposition testimony from the TenCate action, FieldTurf CEO Eric Dalieri conceded that FieldTurf continued to sell defective Synthetic Grass Fields and used the same defective material when

handling warranty claims. Despite this massive failure, FieldTurf continued to sell the defective Synthetic Grass Fields until the product was discontinued in 2012.

43. Accordingly, FieldTurf was on notice that its marketing campaign was misleading consumers from the beginning. Upon information and belief, FieldTurf never changed its marketing materials for the defective Synthetic Grass Fields and never warned consumers they were purchasing a defective product.

44. From coast to coast, numerous municipalities and schools have fallen victim to FieldTurf's deceptive and unfair business practices. Some victims are likely unaware their Synthetic Grass Field is defective. Due to a lack of common industry standards, consumers rely on FieldTurf's assurances that their deterioration is normal wear and tear that is not subject to a warranty claim or is not considered defective. On many occasions when FieldTurf makes repairs or replacements, FieldTurf charges an inflated price.

45. At least three individual lawsuits have brought against FieldTurf in California by schools. Each complaint alleges that FieldTurf sold the school a defective Synthetic Grass Field through misrepresentations, including "amortize the life of a FIELDTURF field on a 10+ year basis," "FieldTurf has proven to be the most durable system in the world," and "FieldTurf may be priced slightly higher but it costs significantly less." *See Bret Harte Union High Sch. Dist. v. FieldTurf USA, Inc., et al.*, No. 16-CV-000195 (Mar. 16, 2016); *Crystal Springs Uplands Sch. v. FieldTurf USA, Inc., et al.*, No. 16-CV-01335 (N.D. Cal. Mar. 18, 2016); *Chaffey Joint Union High Sch. Dist. v. FieldTurf USA, Inc., et al.*, No. 16-CV-204 (C.D. Cal. Sep. 23, 2016); Judge James D. Peterson of the United States District Court for the Western District of Wisconsin recently denied FieldTurf's attempt to dismiss a similar complaint filed by Middleton-Cross Plains Area School District, alleging premature fiber degradation. *See Middleton-Cross Plains*

Area Sch. Dist. v. FieldTurf USA, Inc., No. 16-CV-278-JDP (W.D. Wis. Oct. 31, 2016).

46. Now lawmakers are calling for action. State of New Jersey Senate President Stephen Sweeney found new NJ Advance Media's report "extremely disturbing," adding the investigation "is serious and it should be treated that way." New Jersey Assembly Speaker Vincent Prieto referred to FieldTurf's conduct as "very worrisome" and encouraged all municipalities and schools to carefully consider available legal remedies. Other state lawmakers called on the New Jersey Attorney General to investigate. U.S. Senators Cory Booker and Robert Menendez have urged the Federal Trade Commission to open an investigation into FieldTurf's conduct, noting the need for government officials to be "vigilant against deception and misuse of taxpayer dollars."

C. Plaintiff Purchases Defective Synthetic Grass Fields from FieldTurf.

47. Plaintiff the Borough of Carteret is one of FieldTurf's many victims. Plaintiff is a dynamic borough positioned in the heart of central New Jersey with redevelopment initiatives that have spurred municipal renewal. Plaintiff takes pride in having an active and thriving community with parks sprawled throughout the borough so that children and adults alike have a safe environment to come together. Like most of New Jersey, the Borough has an extensive sports community where residents are competing and playing on a daily basis. Thus, when it came time to update athletic facilities, safety was a number one priority for Plaintiff. FieldTurf has and continues to jeopardize that safety.

48. Around 2006, Plaintiff had a vacancy to land that would become the John Street Park Soccer Field and needed improvements for four fields at Civic Center Park. Plaintiff was considering installing synthetic grass instead of natural grass so Director of Municipal Engineering and Public Works John DuPont extensively researched artificial turf companies for

the best product. DuPont narrowed the list of companies down to five competitors, including FieldTurf. From then on, DuPont was in frequent and direct contact with FieldTurf's New Jersey sales representative Perry DiPiazza.

49. Although Carteret was unaware at the time, DiPiazza engaged in the same aggressive, exaggerated and misleading marketing campaign that was common to Synthetic Grass Field sale pitches across the country. Over the course of months, DiPiazza loaded DuPont with information about why FieldTurf was the best option, promising the same long-term benefits to Carteret that FieldTurf executives knew were false.

50. After interviewing FieldTurf's competitors and inspecting several artificial turf fields, Plaintiff relied on DiPiazza's representations and chose FieldTurf's Synthetic Grass Field for the John Street Park Soccer Field and the fields at Civic Center Park. The Borough prepared public bids naming FieldTurf as the lead choice for the project. On September 29, 2006, the Civic Center Park bid was awarded to Northstar Enterprises, Inc., a contractor for FieldTurf, to install four Synthetic Grass Fields for \$2,319,177.55. On January 9, 2007, LandTek, an official partner of FieldTurf, was awarded the bid contract to install a Synthetic Grass Field for \$713,735 at John Street Park.

51. Later, in 2010, Carteret was again in need of installing a synthetic grass field, this time at Sullivan Field. Having not experienced any significant issues with the Synthetic Grass Fields at the time, the Borough entered another public bid process for the installation of a new Synthetic Grass Field. On July 12, 2010, Gallen Contracting was awarded the Sullivan Field bid and installed a Synthetic Grass Field for \$837,617.50.

52. Plaintiff has thus invested millions of taxpayer dollars into the installation of FieldTurf's defective Synthetic Grass Fields at three different locations for a total of six fields

throughout the borough. Based on FieldTurf's representations, Plaintiff believed it was paying for a low maintenance, durable synthetic grass field that would last ten years or longer as promised by FieldTurf. The opposite is true.

53. Accelerated deterioration and premature degradation has occurred at three of the six Synthetic Grass Fields. The all green turf at John Street Park showed signs of excessive degradation just six years after installation. At the Civic Center Park, the rust color turf for the baseball and softball fields has significantly disintegrated. These issues present an unnecessary risk that an individual — including the children who frequent Plaintiff's fields — could suffer serious physical injury as a consequence of the FieldTurf defect.

54. Plaintiff first contacted FieldTurf regarding the premature degradation in April 2013. DuPont initially spoke with Dipiazza and Andrew Schwartz to report a warranty claim for the defective fields. Schwartz and Dipiazza informed DuPont that FieldTurf would need to conduct an inspection of each defective field. Five months later, FieldTurf conducted a formal inspection of the defective fields for the warranty claims.

55. More than a year passed before Plaintiff received any reliable information on the warranty claims, and that was only after DuPont sent a letter requesting a status update in October 2014. A week later, FieldTurf advised DuPont that he must meet with Schwartz and Dipiazza to discuss options moving forward. Thereafter, FieldTurf continued to stall. Plaintiff's numerous requests for status updates were continually met with delays.

56. Nearly two years after the initial call to FieldTurf, Dipiazza emailed DuPont apologizing for the delays and promising to ease Carteret's concerns: "Please trust that we will address your concerns. . . ." Dipiazza's email was a hollow gesture.

57. Despite three additional formal letters sent from Plaintiff to FieldTurf between

October 2015 and May 2016, and multiple assurances from FieldTurf, no inspection had taken place to move the warranty claims forward. Finally, in June 2016, Carteret received “personal apologies” from FieldTurf’s sale representative Tess North. North’s promise to get results were as defective as FieldTurf’s Synthetic Grass Fields.

58. FieldTurf’s stonewalling appears to have been an effort to allow the warranty period to expire. Several months after Plaintiff heard from North, FieldTurf added insult to injury. FieldTurf emailed three proposals that would require Plaintiff to pay thousands of dollars in repair and replacement costs. To “help” Carteret “keep [its] costs down,” FieldTurf offered the repair and replacement services at cost.

59. To date, after months of delays turned into years, FieldTurf has not repaired or replaced the defective Synthetic Grass Fields. Like other municipalities and schools across the country, however, Plaintiff is left with disintegrated athletic fields that pose a safety risk to the children and other residents that frequent the defective fields on a daily basis. Despite numerous assurances and “personal apologies,” FieldTurf has yet to provide a specific time as to when it will finally mitigate the harm threatened by its defective Synthetic Grass Fields.

CLASS ALLEGATIONS

A. Class Definition

60. Plaintiff brings this action against FieldTurf pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of itself and all other persons similarly situated. Plaintiff seeks to represent the following class:

Nationwide Class:

All consumers who, within the applicable statutes of limitation, purchased a defective Synthetic Grass Field from FieldTurf or its affiliates, entities, or subsidiaries. Excluded from this class are Defendants, their affiliates, subsidiaries, agents, board members, directors, officers, and/or employees.

61. Plaintiff reserves the right to modify or amend the definition of the proposed class before the Court determines whether certification is appropriate.

62. FieldTurf subjected Plaintiff and the respective Class members to the same unfair, unlawful, and deceptive practices and harmed them in the same manner.

B. Numerosity

63. The proposed class is so numerous that joinder of all members would be impracticable. FieldTurf sold defective Synthetic Grass Fields to more than 1,000 consumers nationwide. The individual Class members are ascertainable, as the names and addresses of all Class members can be identified in the business records maintained by FieldTurf. The precise number of Class members for the class is at least in the hundreds and can only be obtained through discovery, but the numbers are clearly more than can be consolidated in one complaint such that it would be impractical for each member to bring suit individually. Plaintiff does not anticipate any difficulties in the management of the action as a class action.

C. Commonality

64. There are questions of law and fact that are common to Plaintiff's and Class members' claims. These common questions predominate over any questions that go particularly to any individual member of the Classes. Among such common questions of law and fact are the following:

- a. Whether FieldTurf's Synthetic Grass Fields are defective under normal use and within their expected useful lifespan;
- b. Whether FieldTurf had knowledge of the defects in the Synthetic Grass Fields;
- c. Whether FieldTurf concealed the defects in the Synthetic Grass Fields;
- d. Whether FieldTurf had a duty to disclose material facts to the Class about the defects in the Synthetic Grass Fields;

- e. Whether FieldTurf's omissions regarding the defective Synthetic Grass Fields were likely to deceive the Class;
- f. Whether the FieldTurf been unjustly enriched at the expense of Plaintiff and the Class members;
- g. Whether FieldTurf actively concealed the Synthetic Grass Field defect in order to maximize their profits to the detriment of Plaintiffs and the Class members;
- h. Whether Plaintiffs and the Class members are entitled to damages, restitution, restitutionary disgorgement, equitable relief or other relief;
- i. The amount and nature of such relief to be awarded to Plaintiff and the Class; and
- j. Whether any applicable statute of limitations should be tolled due to FieldTurf's concealment of the defects in the Synthetic Grass Fields.

D. Typicality

65. Plaintiff is a member of the Class it seeks to represent. Plaintiff's claims are typical of the Class members' claims because of the similarity, uniformity, and common purpose of the Defendants' unlawful conduct. Each Class member has sustained, and will continue to sustain, damages in the same manner as Plaintiff as a result of Defendants' wrongful conduct.

E. Adequacy of Representation

66. Plaintiff is an adequate representative of the class it seeks to represent and will fairly and adequately protect the interests of those classes. Plaintiff is committed to the vigorous prosecution of this action and has retained competent counsel, experienced in litigation of this nature, to represent it. There is no hostility between Plaintiff and the unnamed Class members. Plaintiff anticipates no difficulty in the management of this litigation as a class action.

67. To prosecute this case, Plaintiff has chosen the undersigned law firms, which are very experienced in class action litigation and have the financial and legal resources to meet the substantial costs and legal issues associated with this type of litigation.

F. Requirements of Fed. R. Civ. P. 23(b)(3)

68. The questions of law or fact common to Plaintiff's and each Class members' claims predominate over any questions of law or fact affecting only individual members of the class. All claims by Plaintiff and the unnamed Class members are based on FieldTurf's unfair and deceptive business practice of marketing and selling defective Synthetic Grass Fields with knowledge that the marketing claims were grossly exaggerated.

69. Common issues predominate where, as here, liability can be determined on a class-wide basis, even when there will be some individualized damages determinations.

70. As a result, when determining whether common questions predominate, courts focus on the liability issue, and if the liability issue is common to the class as is the case at bar, common questions will be held to predominate over individual questions.

G. Superiority

71. A class action is superior to individual actions in part because of the non-exhaustive factors listed below:

- (a) Joinder of all class members would create extreme hardship and inconvenience for the affected customers as they reside all across the states;
- (b) Individual claims by class members are impractical because the costs to pursue individual claims exceed the value of what any one class member has at stake. As a result, individual class members have no interest in prosecuting and controlling separate actions;
- (c) There are no known individual class members who are interested in individually controlling the prosecution of separate actions;
- (d) The interests of justice will be well served by resolving the common disputes of potential class members in one forum;
- (e) Individual suits would not be cost effective or economically maintainable as individual actions; and

(f) The action is manageable as a class action.

H. Requirements of Fed. R. Civ. P. 23(b)(1) & (2)

72. Prosecuting separate actions by or against individual Class members would create a risk of inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for the party opposing the class.

73. FieldTurf has acted or failed to act in a manner generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

COUNT I

UNJUST ENRICHMENT
(against FieldTurf)

Plaintiff the Borough of Carteret re-alleges and incorporates paragraphs 1-73, above as if fully set forth herein and further allege as follows.

74. FieldTurf received from Plaintiff and Class members benefits in the form of more than \$570 million in revenue through the sale of nearly 1,500 defective fields since 2005.

75. FieldTurf manufactured, marketed, sold, constructed, and installed defective Synthetic Grass Fields, actively concealing the defect from 2005 to 2012 and touting a 10-plus year lifespan despite knowing that the turf would start to prematurely deteriorate within a few years of installation.

76. The revenue FieldTurf received directly benefitted FieldTurf and/or its affiliates and was taken to the detriment of Plaintiff and Class members.

77. FieldTurf was unjustly enriched through financial benefits in the form of increased revenues and profits that resulted when Plaintiff and Class members, including municipalities and school districts in New Jersey and across the United States, chose to install

FieldTurf Synthetic Grass Fields that would start to prematurely deteriorate within a few years of installation.

78. Plaintiff and Class members chose to install FieldTurf Synthetic Grass Fields based on direct representations and omissions from FieldTurf and understood that FieldTurf would profit from their purchase of FieldTurf's systems, either directly from Plaintiff and Class members or through FieldTurf affiliates who installed FieldTurf's artificial turf systems and were required to provide financial benefits from Plaintiff and Class members to FieldTurf.

79. As a result, Plaintiff and the Class members have conferred a benefit on FieldTurf.

80. FieldTurf had knowledge of this benefit and voluntarily accepted and retained the benefit conferred on it.

81. By installing FieldTurf's Synthetic Grass Fields, Plaintiff and the Class members expected that FieldTurf's Synthetic Grass Fields would have the lifespan promised by FieldTurf and would not prematurely deteriorate within a few years of installation. The reduced lifespan of FieldTurf's artificial turf systems and premature deterioration within a few years of installation has unjustly enriched FieldTurf beyond its legal rights by resulting in profits and revenues through deception and misrepresentation.

82. FieldTurf will be unjustly enriched if it is allowed to retain the aforementioned benefits, and each Class member is entitled to recover the amount by which FieldTurf was unjustly enriched at his or her expense.

WHEREFORE, Plaintiff, on behalf of itself and all similarly situated Class members, demand an award against FieldTurf in the amounts by which it has been unjustly enriched at Plaintiff's and the Class Members' expense, and such other relief as this Court deems just and

proper, including pre- and post-judgment interest.

COUNT II

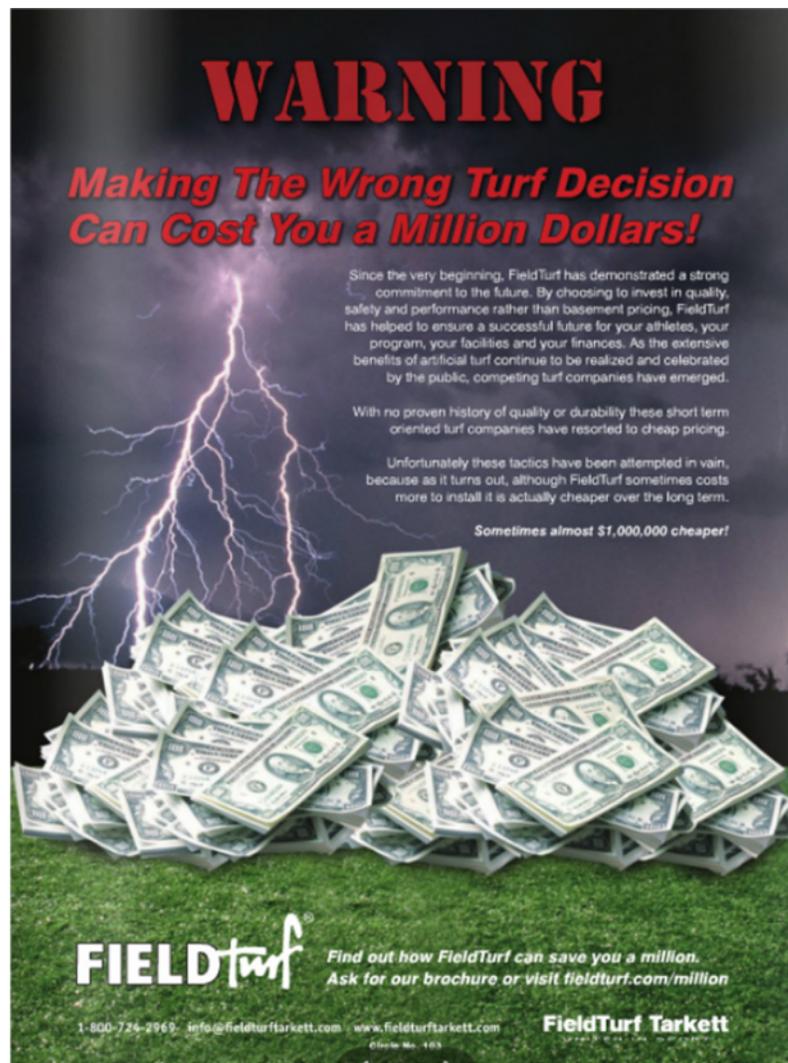
VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT (against FieldTurf)

Plaintiff re-alleges and incorporates paragraphs 1-73 above as if fully set forth herein and further alleges as follows.

83. The New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, *et seq.*, prohibits the “use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise and misrepresentation . . . in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby.” N.J.S.A 56:8-2.

84. FieldTurf has engaged in, and continues to engage in, unconscionable commercial practices, deceptive acts, and misrepresentations in the conduct of its trade and/or commerce in the State of New Jersey. FieldTurf manufactured, marketed, sold, constructed, and installed defective Synthetic Grass Fields, actively concealing the defect from 2005 to 2012 and touting a 10-plus year lifespan despite knowing that the turf would start to prematurely deteriorate within a few years of installation. As a result, Plaintiff and Class members, including municipalities and school districts and other public places in New Jersey and across the United States, chose to install FieldTurf artificial turf systems that would start to prematurely deteriorate within a few years of installation.

85. FieldTurf made numerous misrepresentations and deceptive statements in carrying out their scheme to deceive Plaintiff and the Class. One advertisement featured a pile of cash, luring consumers with the potential to save millions:



86. FieldTurf knew that its marketing campaign was grossly exaggerated, having received a significant number of complaints from U.S. consumers reporting premature deterioration of the fibers in their athletic fields.

87. Field inspections and independent testing conducted by FieldTurf confirmed FieldTurf's Evolution fiber was defective and could not live up to FieldTurf's promises.

88. Rather than adjust its campaign strategy to reflect reality or warn existing customers about the defective nature of the artificial turf systems, FieldTurf chose to maximize profits and maintain its leading market share.

89. Through its deceptive marketing campaign and other misrepresentations, FieldTurf deceived and misrepresented to Plaintiff and the Class that FieldTurf's system had a 10-plus year lifespan that would be long-lasting and low maintenance, and provide long term cost savings compared to natural grass or FieldTurf's artificial turf competitors.

90. The NJCFA further provides that "[a]ny person who suffers an ascertainable loss of moneys or property, real or personal, as a result of the use or employment by another person any method, act, or practice declared unlawful under the [NJCFA] may bring an action or assert a counterclaim therefore in any court of competent jurisdiction." N.J.S.A. 56:8-19.

91. Plaintiff and the Class are "person(s)" as that term is defined in N.J.S.A. 56:8-1(d).

92. Plaintiff and the Class have suffered an ascertainable loss of moneys or property as a direct and proximate result of FieldTurf's unconscionable practices.

93. Plaintiff and the Class have a private right of action against FieldTurf and it entitles them to recover, in addition to their actual damages, a threefold award of the damages sustained by any person in interest, as well as an award of reasonable attorneys' fees, filing fees and reasonable costs of suit. N.J.S.A. 56:8-19.

94. Plaintiff and the Class have suffered and will continue to suffer irreparable harm if FieldTurf continues to engage in such deceptive, unfair, and unreasonable practices.

WHEREFORE, Plaintiff, on behalf of itself and the Class, demands judgment against FieldTurf for compensatory damages, pre- and post-judgment interest, treble damages, attorneys' fees, injunctive and declaratory relief, costs incurred in bringing this action, and any other relief as this Court deems just and proper.

COUNT III

IMMEDIATE INJUNCTIVE RELIEF
(against FieldTurf on behalf of Plaintiff only)

Plaintiff re-alleges and incorporates paragraphs 1-73 above as if fully set forth herein and further alleges as follows.

95. Plaintiff has shown a likelihood of success on the merits of this case by pleading representative claims for unfair and deceptive acts and practices and unjust enrichment based on FieldTurf's manufacturing, marketing, sale, construction, and installation of defective Synthetic Grass Fields, and active concealment of the defect from 2005 to 2012 while touting a 10+ year lifespan despite knowing that the turf would start to prematurely deteriorate within a few years of installation.

96. Absent immediate injunctive relief, there is a substantial likelihood that Plaintiff will suffer irreparable harm as a result of FieldTurf's deceptive, unfair, and unreasonable practices as set forth above because FieldTurf's Synthetic Grass Fields present an imminent threat of physical harm to individuals who come in contact with the fields on which Plaintiff has installed FieldTurf's system.

97. Specifically, due to the premature and accelerated deterioration of FieldTurf's artificial turf systems, there is a high likelihood that an individual — including the children who frequent Plaintiff's fields — could suffer serious physical injury as a consequence of the FieldTurf defect that cannot be undone through monetary remedies.

98. The balance of hardships favor an injunction because requiring FieldTurf to remedy the defect would result in little to no prejudice to FieldTurf, which after years of back and forth negotiation has already agreed to repair and replace Plaintiff's defective FieldTurf systems, while Plaintiff and those who make use of Plaintiff's fields will face an imminent threat

of severe physical harm as a consequence of the FieldTurf defect.

99. Defendant FieldTurf, after many months of emails and communications, has finally stated that they will take some responsibility and attempt to correct and replace the damages fields.

100. Plaintiff seeks immediate injunctive relief because, notwithstanding FieldTurf's agreement to repair and replace Plaintiff's defective FieldTurf systems, FieldTurf has continuously delayed its efforts to remedy the FieldTurf defect notwithstanding the imminent threat of physical harm.

101. The public interest is served by protecting the health and welfare of the general public while preventing the unjust enrichment of FieldTurf through its deceptive conduct and motivating FieldTurf and similarly situated manufacturers to deal fairly and transparently with the public at large.

WHEREFORE, Plaintiff, on behalf of itself and the Class, demands judgment against FieldTurf for immediate injunctive relief requiring FieldTurf to repair and replace Plaintiff's affected fields, together with Plaintiff's costs incurred in bringing this action, and any other relief as this Court deems just and proper.

PRAYER FOR RELIEF

Plaintiff, on behalf of itself and all similarly situated individuals, demands judgment against FieldTurf as follows:

- (1) Declaring this action to be a proper class action maintainable pursuant to Rule 23(a) and Rule 23(b)(1) and (2), or Rule 23(b)(3) of the Federal Rules of Civil Procedure and declaring Plaintiff and their counsel to be representatives of the Class;
- (2) Enjoining FieldTurf from continuing the acts and practices described above and

requiring FieldTurf to repair and replace Plaintiff's affected fields;

(3) Finding that FieldTurf has been unjustly enriched and requiring FieldTurf to refund all unjust benefits to Plaintiff and the Class, together with pre-judgment interest;

(4) Awarding Plaintiff and the Class costs and disbursements and reasonable allowances for the fees of Plaintiff's and the Class's counsel and experts, and reimbursement of expenses;

(5) Awarding Plaintiff and the Class compensatory and treble damages, injunctive relief, declaratory relief, attorneys' fees, and costs under NJCFA; and

(6) Awarding such other and further relief the Court deems just and equitable.

DEMAND FOR JURY TRIAL

Plaintiffs and the Class demand a jury trial for any and all Counts for which a trial by jury is permitted by law.

Respectfully submitted this 14th day of December, 2016.

By: /s/ Michael M. DiCicco, Esq.

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