



EXHIBIT 1

CT Corporation
Service of Process Notification
11/21/2023
CT Log Number 545204850

Service of Process Transmittal Summary

TO: Stacey Beissel, Employee
Uponor North America, Inc.
5925 148th St W
Apple Valley, MN 55124-8197

RE: Process Served in Illinois

FOR: UPONOR, INC. (Domestic State: IL)
According to our records representation services for this entity have been discontinued in this jurisdiction.

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Re: DARIN STEARSMAN AND JULIANA STEARSMAN // To: UPONOR, INC.

CASE #: CT462223

NATURE OF ACTION: Product Liability Litigation - Manufacturing Defect

PROCESS SERVED ON: National Registered Agents, Inc., Chicago, IL

DATE/METHOD OF SERVICE: By Traceable Mail on 11/21/2023

JURISDICTION SERVED: Illinois

ACTION ITEMS: SOP Papers with Transmittal, via UPS Next Day Air
Image SOP
Email Notification, Stacey Beissel STACEY.BEISSEL@UPONOR.COM

REGISTERED AGENT CONTACT: National Registered Agents, Inc.
208 South LaSalle Street
Suite 814
Chicago, IL 60606
866-539-8692
CorporationTeam@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

Division of Business and
Charitable Organizations
Secretary of State Tre Hargett



9489 0090 0027 6554 4947 73

US POSTAGE —ITHEY BOWES
ZIP 37243 \$ 009.34⁰
02 4n
0000371068 NOV 16 2023



State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243-1102

UPONOR, INC.
SUITE 814
208 SOUTH LASALLE STREET
: C/O REGISTERED AGENT : NATIONAL REGIST
CHICAGO, IL 60604



Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Tre Hargett
Secretary of State

UPONOR, INC.
AKA/POE: C/O REGISTERED AGENT : NATIONAL REGISTERED A
SUITE 814
208 SOUTH LASALLE STREET
CHICAGO, IL 60604

11/15/2023

RE: DARIN STEARSMAN AND JULIANA STEARSMAN

VS: UPONOR, INC.

Notice of Service

The enclosed process, notice or demand is hereby officially served upon you by the Tennessee Secretary of State pursuant to Tennessee law. Please refer to the process, notice or demand for details concerning the legal matter. If you have any questions, please contact the clerk of the court that issued the process, notice or demand.

The process, notice or demand may have a court date and time that you must appear to defend yourself or the number of days from the date of service by which you are required to file an answer. Failure to appear in court at the time specified or failure to file an answer in the given time could result in a default judgement being rendered against you for relief sought in the lawsuit.

The Secretary of State's office cannot give you legal advice. If you need legal advice, please consult a private attorney.

Tre Hargett
Secretary of State

Enclosures: Original Documents

DOCUMENT INFORMATION

SOS Summons # : 14487696
Case # : CT-4622-23
Certified # : 9489009000276554494773

(CIRCUIT/CHANCERY) COURT OF TENNESSEE
140 ADAMS AVENUE, MEMPHIS, TENNESSEE 38103
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

SUMMONS IN CIVIL ACTION

Docket No. CT-4622-23

Lawsuit
 Divorce

Ad Damnum \$ _____

DARIN STEARSMAN AND JULIANA STEARSMAN

UPONOR, INC.

VS

Plaintiff(s)

Defendant(s)

RECEIVED
STATE OF TENNESSEE
2023 NOV 13 PM 2:00
SERIALIZED

TO: (Name and Address of Defendant (One defendant per summons))

Uponor, Inc.
c/o Registered Agent: National Registered Agents, Inc.
208 South Lasalle Street, Suite 814
Chicago, IL 60604

Method of Service:
 Certified Mail
 Shelby County Sheriff
 Commissioner of Insurance (\$)
 Secretary of State (\$)
 Other TN County Sheriff (\$)
 Private Process Server
 Other

(\$ Attach Required Fees

You are hereby summoned and required to defend a civil action by filing your answer with the Clerk of the Court and

servng a copy of your answer to the Complaint on James Stephen King, Evans Petree, PC Plaintiff's

attorney, whose address is 1715 Aaron Brenner Dr., Suite 800, Memphis, TN 38120

telephone 901-525-6781

within THIRTY (30) DAYS after this summons has been served upon you, not including the day of service. If you fail to do so, a judgment by default may be taken against you for the relief demanded in the Complaint.

JAMITA SWEARENGEN, Clerk / W. AARON HALL, Clerk and Master

TESTED AND ISSUED November 3, 2023 By L Zurch, D.C.

TO THE DEFENDANT:

NOTICE: Pursuant to Chapter 919 of the Public Acts of 1980, you are hereby given the following notice:

Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the Clerk of the Court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed. These include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

FOR AMERICANS WITH DISABILITIES ACT (ADA) ASSISTANCE ONLY, CALL (901) 222-2341

I, JAMITA SWEARENGEN / W. AARON HALL, Clerk of the Court, Shelby County, Tennessee, certify this to be a true and accurate copy as filed this

November 3, 2023

JAMITA SWEARENGEN, Clerk / W. AARON HALL, Clerk and Master By: L Zurch, D.C.

RETURN OF SERVICE OF SUMMONS

I HEREBY CERTIFY THAT I HAVE SERVED THE WITHIN SUMMONS:

By delivering on the _____ day of _____, 20____ at _____ M. a copy of the summons and a copy of the Complaint to the following Defendant _____ at _____

Signature of person accepting service

By: _____
Sheriff or other authorized person to serve process

RETURN OF NON-SERVICE OF SUMMONS

I HEREBY CERTIFY THAT I HAVE NOT SERVED THE WITHIN SUMMONS:

To the named Defendant _____
because _____ is (are) not to be found in this County after diligent search and inquiry for the following reason(s): _____

This _____ day of _____, 20_____.

By: _____
Sheriff or other authorized person to serve process

IN THE CIRCUIT COURT OF TENNESSEE
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

FILED
NOV 03 2023
CIRCUIT COURT CLERK
BY [Signature] D.C.

DARIN STEARSMAN
and JULIANA STEARSMAN,

Plaintiffs,

v.

Docket No. CT-4622-23
Jury Demanded

UPONOR, INC.

DIV IV

Defendant.

**COMPLAINT FOR DEFECTIVE PRODUCT, BREACH OF WARRANTY,
BREACH OF CONTRACT**

Come now Plaintiff, Darin Stearsman and Juliana Stearsman (“Plaintiffs”), and for causes of action against the Defendant would show as follows:

1. Plaintiffs are citizens of the United States and residents of Shelby County, Tennessee.
2. Upon information and belief, Defendant Uponor, Inc. is foreign corporation formed in the State of Illinois with its principal office located in the State of Minnesota that can be served with process by and through its registered agent, National Registered Agents Inc., at 208 South Lasalle Street, Suite 814, Chicago, Illinois 60604.
3. Upon information and belief, Defendant Uponor, Inc. is a manufacturer, distributor, and/or seller of products used in residential plumbing applications, including, in particular, cross-linked polyethylene, or PEX A, tubing, and markets and distributes its products in various states, including Tennessee. Therefore, this Honorable Court has personal jurisdiction over Defendant pursuant to Tennessee Code Annotated § 20-2-223.

4. Venue is proper in Shelby County, Tennessee pursuant to Tennessee Code Annotated § 16-10-101 and Tennessee Code Annotated § 20-4-101, respectively, as a substantial part of the events or omissions giving rise to this Action occurred in Shelby County, Tennessee.

FACTS AND CAUSE OF ACTION

5. By incorporation through reference, Plaintiffs restate all previous allegations and averments.

6. At all times relevant, Plaintiffs have owned improved real property situated at 4726 Maple Forest Dr., Lakeland, Tennessee 38002 (hereinafter also referred to as the “Stearsman home”).

7. At all times relevant, the “Stearsman home” has utilized a recirculating hot water system that consists of, among other things, cross-linked polyethylene, or PEX A, tubing to circulate water throughout the home to provide water service to appliances and plumbing applications. (hereinafter referred to as “PEX”). The PEX piping was advertised as having a 50 year life span.

8. Upon information and belief, Defendant manufactured, distributed, and/or sold the cross-linked polyethylene, or PEX, tubing utilized in the “Stearsman home” at the times relevant.

9. On or about August 20, 2022, Mr. and Mrs. Stearsman discovered wet spots on the wall and water running underneath the base board in the Master Toilet Closet. Upon investigation, it was discovered that the water in the “Stearsman home” was emanating from a longitudinal split in the hot water cross-linked polyethylene, or PEX, tubing running down the wall in the Master Toilet Closet.

10. On or about August 26, 2022, Mr. and Mrs. Stearsman's daughter noticed water running down the archway wall between the Formal Dining Room and Foyer, a wet spot was on the ceiling, the walls were wet on both the formal dining room and foyer sides of the archway and water was pooling at the baseboards on both sides of the archway between the formal dining room and foyer. Upon investigation, it was discovered that the upstairs bedroom and bedroom closet also had wet walls and floors. The Stearsmans' plumber discovered that water in the Stearsmans' formal dining room and foyer and bedroom was emanating from a longitudinal split in the hot water cross-linked polyethylene, or PEX, tubing running from the hot water tank in the attic down the wall in between the upstairs bedroom and bedroom closet.

11. Upon information and belief, the longitudinal splits in the cross-linked polyethylene, or PEX, tubing was caused by a brittle failure of the tubing material due to oxidation when exposed to the water supply for the "Stearsman home."

12. Upon information and belief, Defendant manufactured, distributed, and/or sold the cross-linked polyethylene, or PEX, tubing that failed in the "Stearsman home" and caused an uncontrolled discharge of water therein.

13. As a result of uncontrolled discharge of water occasioned by the failure of the cross-linked polyethylene, or PEX, tubing, the "Stearsman home" sustained damage.

14. As a result of uncontrolled discharge of water occasioned by the failure of the cross-linked polyethylene, or PEX, tubing, the Stearsmans incurred expense for mitigation of water damage.

15. As a result of uncontrolled discharge of water occasioned by the failure of the cross-linked polyethylene, or PEX, tubing, the Stearsmans have sustained damage to their personal property and/or fixtures kept in the dwelling.

16. As a result of uncontrolled discharge of water occasioned by the failure of the cross-linked polyethylene, or PEX, tubing, Mr. and Mrs. Stearsman sustained damages consisting of allowable living expenses including, but not necessarily limited to, costs for meals and lodging while their home was in an uninhabitable state.

17. The Stearsmans spent Six Thousand, Nine Hundred Fifteen and 38/100 dollars(\$6,915.38) to make partial repairs to the defective PEX tubing. The Stearsmans have repair estimates to replace the PEX piping and the water damage caused by defective PEX piping to the house in an amount not less than One Hundred, Sixty-Three Thousand, Seven Hundred Twenty One and 50/100 Dollars \$163,721.50.

18. The “Stearsman home” will be uninhabitable while the water damage is repaired, therefore, the Stearsmans will incur the additional expense of alternate quarters during the repair process in the amount of Three hundred Ninety-Nine Dollars (\$399.00) per day. The repairs to the “Stearsman home” are expected to take sixty (60) days, therefore the total cost of alternative living arrangements during the repair process is Twenty Five Thousand, One Hundred Dollars (\$25,100).

CLAIM FOR RELIEF I: STRICT LIABILITY

19. Defendant is a manufacturer, distributor, and/or seller of products, including the cross-linked polyethylene, or PEX, tubing at issue, and is subject to strict liability for damages resulting from defects in those products.

20. The cross-linked polyethylene, or PEX, tubing at issue was in a defective and unreasonably dangerous condition when manufactured, distributed, and sold by Defendant because the tubing deviated in material respects from the physical and performance specifications of Defendant.

21. The defective and unreasonably dangerous condition of the cross-linked polyethylene, or PEX, tubing was the direct and proximate cause of the failure and malfunction of the tubing at issue, and the resulting damage the “Stearsman home.”

22. As a result of Defendant's defective product, Mr. and Mrs. Stearsman sustained damages.

CLAIM FOR RELIEF II: NEGLIGENCE

23. Defendant had a duty to Mr. And Mrs. Stearsman, as a consumer and foreseeable user of the cross- linked polyethylene, or PEX, tubing, to exercise reasonable care in the design, manufacture, and sale of its products, including the tubing in the “Stearsman home.

24. Defendant breached that duty by failing to exercise reasonable care in the design, manufacture, inspection, and testing of the cross-linked polyethylene, or PEX, tubing.

25. This breach of duty was the actual and proximate cause of the damages at issue in this Action.

26. As a result of Defendant's negligence, Mr. and Mrs. Stearsman sustained damages.

CLAIM FOR RELIEF III: PRODUCTS LIABILITY

27. Plaintiffs assert that Defendant has violated the Tennessee Products Liability Act of 1978 found in Tennessee Code Annotated§ 29-28-101, et seq.

28. Defendant is negligent and responsible for the defective condition in the cross-linked polyethylene, or PEX, tubing.

29. Defendant is a manufacturer of the cross-linked polyethylene, or PEX, tubing within the meaning of the Product Liability Act.

30. Mr. and Mrs. Stearsman sustained damages caused by or resulting from the manufacture, the construction, design, formula, preparation, assembly, testing, service warning, instruction, marketing, packaging, or labeling of Defendant's product.

31. Defendant's product constituted a dangerous and defective condition which served as a direct and proximate cause of the damage to the "Stearsman home."

32. The subject product was dangerous and defective the time it left the hands of the manufacturer and/or seller.

33. As a direct and proximate result of the negligence and omissions of Defendant, Mr. and Mrs. Stearsman's home sustained damage.

CLAIM FOR RELIEF IV: BREACH OF WARRANTY

34. When Defendant sold and/or distributed the subject product, the same was not fit for its ordinary purpose and should not have been considered merchantable.

35. The product was being used for its ordinary purpose and regular purpose at the time of the resulting damage.

36. As a direct and proximate result of the breach of the implied warranty for merchantability and fitness for a particular purpose, the "Stearsman home sustained damage.

CLAIM FOR RELIEF V: BREACH OF EXPRESS WARRANTY

37. When Defendant sold and/or distributed the subject product, represented that the product would last 50 years and provided an express warranty a copy of which is attached as Exhibit A.

38. The PEX tubing failed within the 25-year warranty period.

39. Mr. and Mrs. Stearsman made application for coverage under the warranty. Defendant has refused to honor the warranty. See Attached Exhibit B.

40. Defendant refused to repair the damage caused by the defective PEX tubing pursuant to the express warranty.

41. Defendant refused to repair and replace the damage to the “Stearsman home” pursuant to the express warranty.

42. Defendant refused to honor the express warranty to repair the damage to the “Stearsman home” cause by the defective PEX tubing.

43. As a direct and proximate result of the breach of the express warranty, the “Stearsman home” sustained damage and the Stearsmans incurred other expenses.

CLAIM FOR RELIEF VI: TENNESSEE CONSUMER PROTECTION ACT

44. Defendant misrepresented the quality and durability of its PEX piping. Defendant advertised that PEX piping had a useful life of 50 years. The PEX piping in the Stearsman home failed in less than 10 years.

45. Defendant represented that its PEX piping had at a minimum a twenty-five (25) year express warranty. Defendant did not honor the warranty.

46. Defendant’s actions represent a violation of the Tennessee Consumer Protection Act T.C.A. §47-18-104. Plaintiffs are entitled to recover actual, and compensatory damages, attorney’s fees and treble damages from the Defendant for Defendant’s violation of the Tennessee Consumer Protection Act.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs, Mr. and Mrs. Stearsman, pray that the Court grant them judgment in an amount not to exceed \$400,000.00 for compensatory damages and, further, award them punitive damages, treble damages, attorney's fees, discretionary costs, court costs, pre-judgment interest, and post-judgment interest.

PLAINTIFFS DEMAND A JURY OF TWELVE CITIZENS TO TRY ALL ISSUES.

Respectfully submitted,

EVANS PETREE PC

A handwritten signature in cursive script, appearing to read "James Stephen King".

James Stephen King (#13575)

Attorney for Plaintiffs

1715 Aaron Brenner Dr.

Suite 800

Memphis, TN 38120

(901) 525-6781



UPONOR, INC. LIMITED WARRANTY

Subject to the terms and conditions of this Limited Warranty ("Warranty"), Uponor, Inc. ("Uponor") warrants to the owner of the applicable real property in the United States that the Uponor products listed below shall be free from defects in material and workmanship, under normal conditions of use when installed as part of the application listed below.

Scope

The scope of this Warranty includes Uponor pipe, fittings, valves, and other products listed below that are included in Uponor's catalog. When installed in combination with one another, Uponor pipe and Uponor ProPEX® Fittings form an Uponor System ("System"). The terms of this Warranty depend on whether the Uponor products are installed as a System or if the Uponor products are installed in conjunction with non-Uponor products. The Term of Warranty begins on the Commencement Date, defined as the date when the building or facility wherein the applicable Uponor products are installed is ready for occupancy or its intended use. The term for the products listed in the Product Category column below will be in effect for the number of years shown in the Term of Warranty column below:

Product Category	When used in combination with	Term of Warranty
Uponor Pipe (all types)	<i>Uponor fittings</i>	25 years
	<i>Non-Uponor fittings</i>	10 years
Uponor ProPEX Fittings	<i>Uponor Pipe (all types)</i>	25 years
	<i>Non-Uponor pipe</i>	1 year
Product Category		Term of Warranty
Manifolds, manifold accessories, ball valves, and stubouts		10 years
Non-ball Valves, all other non-ball valved products, non-ProPEX fittings, jacketing and/or foam on Uponor pre-insulated pipe, and D'MAND® pumps		5 years
Fire sprinklers		1 year
All other products in Uponor's catalog and catalog supplements		2 years

After the Date of Installation, but prior to the Commencement Date, this Limited Warranty is in effect providing that all Conditions and Exclusions have been met.

Claim Process and Remedies

In order to file a claim under the terms of this Warranty, a claimant must send written notification to Uponor that a product may be defective within 30 days of the suspected failure or defect and within the applicable warranty period via surface mail or follow the procedure outlined at the link shown below:

Surface Mail	Link to Claim Procedure
Uponor, Inc. Attn: Warranty Department 5925 148 th St. West Apple Valley, MN 55124	www.uponorpro.com/warrantyclaims

All products alleged to be defective must be sent to Uponor for inspection and testing for determination of the cause of the alleged failure or defect.

Exclusive Remedies

If Uponor determines that a product identified above has failed or is defective within the scope of this Warranty, Uponor's liability is limited, at the option of Uponor, to: issue a refund of the purchase price paid for, or to repair or replace the defective product.

Notwithstanding anything to the contrary in this Warranty, if Uponor determines that any damages to the real property in which an Uponor System was installed directly resulted from a leak or failure caused by defects in material or workmanship in an Uponor product covered by this Warranty and occurs within the first ten (10) years after the applicable Commencement Date or during the applicable Limited Warranty period, whichever is shorter, and the claimant took reasonable steps to promptly mitigate (i.e., limit or stop) any damage resulting from such failure, then Uponor may at its discretion, reimburse claimant for the reasonable costs of repairing or replacing such damaged real property, including flooring, drywall, painting, and certain other real property damaged by the leak or failure. Uponor shall not pay for any other additional costs or expenses, including but not limited to, transportation, relocation, labor, repairs or any other work associated with removing and/or returning failed or defective products, installing replacement products, damage to personal property or damage resulting from mold.

Conditions and Exclusions

In order for the Warranty to be in effect, the applicable Uponor products must be:

- Installed in accordance with the installation instructions provided by Uponor;
- Not exposed to temperatures and/or pressures that exceed the limitations found on specifications for the Uponor product;
- In their originally installed location;
- Installed in an end-use environment as intended for the product; and
- Installed in accordance with then-applicable building, mechanical, plumbing, electrical, or other applicable code requirements

In addition to the conditions above, the Warranty does not apply when product failure or resulting damages are caused by:

- Exposure to temperatures and/or pressures that exceed the limitations for the product;
- Faulty installation;
- Misuse, tampering, mishandling, neglect, or accidental damage;
- Components not manufactured or sold by Uponor;
- Exposure to ultra violet light;
- External and internal physical or chemical conditions;
- Abnormal operating conditions; or
- Modifications or repair unless previously approved in writing by an authorized Uponor representative

Warranty Claim Dispute Process:

In the event claimant and Uponor are unable to resolve a claim through informal means, the parties shall submit the dispute to the American Arbitration Association or its successor (the "Association") for arbitration, and any arbitration proceedings shall be conducted before a single arbitrator in the Minneapolis, Minnesota metropolitan area. NOTWITHSTANDING THE FOREGOING, NEITHER THE CLAIMANT NOR UPONOR, INC. SHALL BE ENTITLED TO ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS, AND NEITHER THE CLAIMANT NOR UPONOR SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS WITH ANY OTHER PARTIES IN ARBITRATION OR IN LITIGATION BY CLASS ACTION OR OTHERWISE.

Miscellaneous:

By the mutual agreement of the parties, it is expressly agreed that this Limited Warranty and any claims arising from breach of contract, breach of warranty, tort, or any other claim arising from the sale or use of Uponor's products shall be governed and construed under the laws of the State of Minnesota. It is expressly understood that authorized Uponor sales representatives, distributors, and plumbing professionals have no express or implied authority to bind Uponor to any agreement or warranty of any kind without the express written consent of Uponor.

THIS LIMITED WARRANTY IS THE FULL EXTENT OF EXPRESS WARRANTIES PROVIDED BY UPONOR, AND UPONOR HEREBY DISCLAIMS ANY WARRANTY NOT EXPRESSLY PROVIDED HEREIN, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS COVERED HEREUNDER. UPONOR FURTHER DISCLAIMS ANY STATUTORY OR IMPLIED WARRANTY OF HABITABILITY.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS LIMITED WARRANTY, UPONOR FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INCONVENIENCES, AND SPECIAL, INDIRECT, SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OR RESULTING IN ANY MANNER FROM THE PRODUCTS COVERED HEREUNDER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY GIVES THE CLAIMANT SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

*Glossary

- Uponor Pipe (all types): AquaPEX[®], hePEX[™], HDPE either as neat pipe or in a pre-insulated or pre-sleeved configuration.
- Uponor ProPEX Fittings: All configurations made from Engineered Polymer (EP) and brass in conjunction with Uponor rings

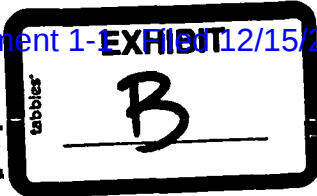
Effective March 1, 2017

Uponor, Inc.
5925 148th Street West
Apple Valley, MN 55124
USA

T 800.321.4739
F 952.891.2008

The logo for Uponor, featuring the word "uponor" in a bold, lowercase, sans-serif font.

uponorpro.com



Claim Data

Claim Number
CLM-823974

Project Id **Address**
PRJ-0018586 4726 Maple Forest Dr, Lakeland, Tennessee, United States, 38002

Claim Information

Date Of Installation
11/30/2012

Original Installation Contactor Details

Contractor Company **Contractor Name**
Distinctive Homes LLC Curtis Ward
Contractor Email **Contractor Mobile**
cward@dhomes-tn.com 901-828-3526

Phases of construction

Under Construction

Construction Completed
11/30/2012

Additional Information

Insurance Information

Leak Report to Insurance

Insurance Company Name **Insurance Claim Number**

Repair/Replacement Information

Have you already repaired the leak
✓

Total Out Pocket Expenses
\$4051.63

Details:

Repair Leak

Replaced Portion of System

Replaced Entire System

Other Not Sure

✓

Other Comments

Additional repairs will still be needed and additional charges will need to be submitted since repairs have not been completed.

Repair Contactor Details

Contractor Company Name

Smith's Plumbing

Contractor Name

Will Newman

Contractor Email

dustin@smithsplumbingservice.com

Contractor Mobile

901-619-5362

Consequential Damages

Does the leak affected areas outside the property

Did you have to cover the damages

Details of the damages covered

Location Details

Damage Details

Paid-up cost for the damages

\$

Past Occurences

Do you have any past occurences that you have not claimed yet

?

Part Information

Causal Part Details

Do you have the causal part with you

?

✓

Causal Part

Plumbing - Pipe - AquaPEX

Causal Part Quantity

1.00

Date Code

UB10120301

Foot Marker

03335

Do you remember what it looked like?

Please provide the Application Details

Application Type

Plumbing

Leak Source System Temperature

Hot

System Recirculation

✓

Additional Non-Causal Related Part Information

Do you want to report any additional non-causal related part(s)?

Name

Color

Diameter

Quantity

Failure Information

Failure Discovery Date

8/26/2022

Description of Failure

On Friday night, 8/26/22, my daughter, Anna, was walking through the formal dinning room under the archway into the foyer to turn on light and she was leaning on the wall with her hand and felt that the wall was wet. She turned on the foyer light and we all ran to the foyer and dinning room and noticed a huge pool of water running out from under the baseboard. Water was running down the wall via the archway to the baseboard. The walls were wet on both the foyer and dinning room side. Baseboards were swollen. The Sheetrock was split all along the underneath of the archway. There was a large water spot on the ceiling and down the wall above the archway. In my daughters upstairs bedroom, the carpet was soaked in her bedroom and closet. One of her closet walls and the wall in bedroom was wet and the baseboard was swollen in the closet and bedroom. When the plumbers cut out the wall in my daughter's closet, the water was running down the hot water line and dripping rapidly from the insulation which was soaked. This water ran all the way down to the ceiling in the foyer and down the wall and archway between the foyer and formal dinning room.

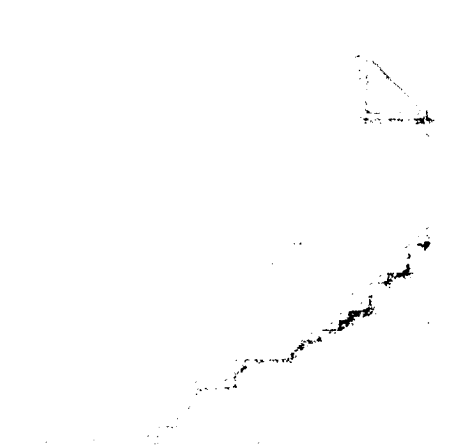
Failure Location Details

There was a crack in the hot water line that runs from the hot water tank in the attic and down between the wall in my daughters closet and bedroom wall.

Uploaded Images

Est_8630_from_Mid_South_Flooring_LLC_5004
8-30-22

9CCDBE0D-9A52-41E5-AF32-F1F274B3C372



Affidavit of Occupancy

305E54A3-F370-45EE-9FEF-F4BB919EEA87



850B1422-C1EB-424B-BFC2-7D577EC4D582

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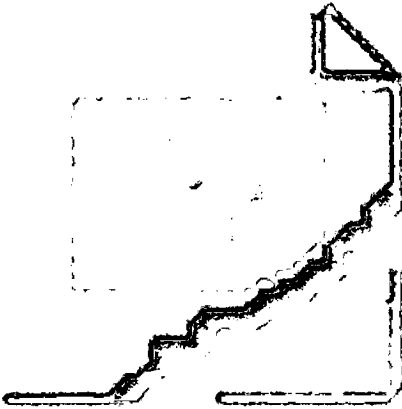
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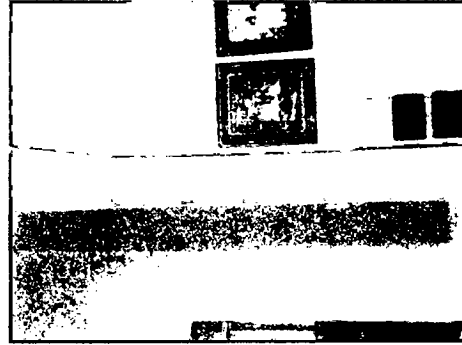
**DRy Fast Estimate and invoice receipt
9-9-22**



F805726C-953D-42A9-B144-2904F8EB44C1



614F4604-0846-41EB-8E9B-15041A1E975B



D5F26F62-52F0-4539-84F8-33FF385125DE

898ECA82-CADC-4426-97BF-44BBBC53ACES

24413143-2696-44F0-8D83-57FD9F86DF32

D1B4087E-6E22-4D7C-A0D5-A3A7A8E25AC4

Smith's plumbing invoice 8-27-22

068853AF-080A-4CAB-9E9F-4D7ACF15F585

Villareal Estimate 8-31-22

DE32E236-BB48-4291-82A5-86CDA3161100

42B15E92-7BD9-4826-9BED-E8BA691302FF

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C669AB61-F3DD-4D59-8D9D-533FEF328A49

Part Shipment Request for Uponor Warranty Claim CLM-823974

Warranty Claims <warrantyclaims.us@uponor.com>

Mon, Sep 12, 2022 at 2:01 PM

Reply-To: <no-reply@company.com>

To: darinstearsman@gmail.com <darinstearsman@gmail.com>

Cc: darinstearsman@gmail.com <darinstearsman@gmail.com>

The claim number assigned to the product performance issue you reported is CLM-823974. Please reference this number in all future communications to ensure prompt processing of your requests.

Our next step is to receive the underperforming sample(s) for evaluation. **Please send the items to be returned along with a printout of this email to the following address:**

UPONOR INC
Attn: PQG Department (Claim: CLM-823974)
14800 Everest Ave
APPLE VALLEY, MN 55124

** If you are shipping multiple claims back in a single package, please label each sample with the assigned claim number and enclose a separate printout for each included claim.

**We strongly recommend providing your tracking information to Uponor so we can prepare for receipt of the products. Please login to the Uponor Warranty Portal <https://uponor-usa.force.com/uponorclaims/s/login> and follow the directions on the screen to provide your tracking detail under the shipment tab.

We are making every effort to ensure this process is as seamless and as efficient as possible. Please understand that Uponor's evaluation of the products may take 30-45 days from when your sample(s) are received. Once our evaluation is complete, we will be in communication with you regarding the next steps.

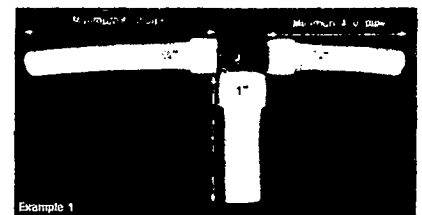
We look forward to discussing this matter further once our evaluation is complete. In the meantime, please do not hesitate to contact us, should you have any questions or concerns at Warrantyclaims.us@Uponor.com or 1-800-876-6671.

Uponor warranty claim testing requirements

Please refer to the following requirements to properly submit Uponor product for evaluation. Note that failure to meet these requirements may result in inconclusive findings, and ultimately, denial of your claim.

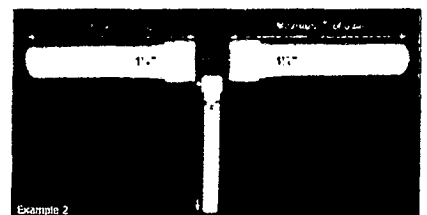
½" to 1" fitting

1. Include a minimum of 4" of pipe (14" or more is ideal) connected to the failed fitting port.
2. Ensure pipe sample from the failed port includes the date code and footage marker (see **Example 1**).
3. If the fitting is disconnected from the pipe, return all pieces of the assembly for evaluation.



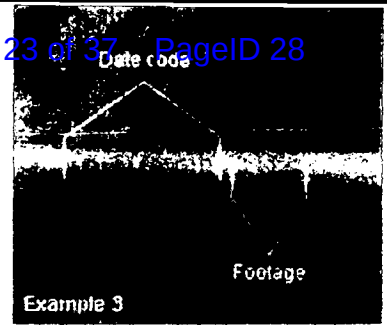
1¼" or larger fitting

1. Include a minimum of 7" of pipe (14" or more is ideal) connected to the failed fitting port.
2. Ensure pipe sample from the failed port includes the date code and footage marker (see **Example 2**).
3. If the fitting is disconnected from the pipe, return all pieces of the assembly for evaluation.



Pipe sample (a) See

1. Include a minimum of 4" of pipe (14" or more is ideal) on either side of the pipe where the leak occurred.
2. Ensure pipe sample includes the date code and footage marker (see **Example 3**).
3. A photo of the date code and footage marker is also acceptable.



Claim Data

Claim Number
CLM-823889

Project Id **Address**
PRJ-0018586 4726 Maple Forest Dr, Lakeland, Tennessee, United States, 38002

Claim Information

Date Of Installation
11/30/2012

Original Installation Contactor Details

Contractor Company	Contractor Name
Distinctive Homes LLC	Curtis Ward
Contractor Email	Contractor Mobile
cward@dhomes-tn.com	901-828-3526

Phases of construction

Under Construction

Construction Completed
11/30/2012

Additional Information

Insurance Information

Leak Report to Insurance

Insurance Company Name	Insurance Claim Number
-------------------------------	-------------------------------

Repair/Replacement Information

Have you already repaired the leak
✓

Total Out Pocket Expenses
\$1386.5

Details:

Repair Leak

Replaced Portion of System

Replaced Entire System

Other Not Sure

✓

Other Comments

Additional repairs will still be needed and additional charges will need to be submitted since repairs have not been completed.

Repair Contactor Details

Contractor Company Name

Smith's Plumbing

Contractor Name

John Stephenson

Contractor Email

johnstephenssmiths@icloud.com

Contractor Mobile

901-691-1437

Consequential Damages

Does the leak affected areas outside the property

Did you have to cover the damages

Details of the damages covered

Location Details

Damage Details

Paid-up cost for the damages

\$

Past Occurences

Do you have any past occurences that you have not claimed yet

?

Part Information

Causal Part Details

Do you have the causal part with you

?

✓

Causal Part

Plumbing - Pipe - AquaPEX

Causal Part Quantity

1.00

Date Code

UB10120301

Foot Marker

03205

Do you remember what it looked like?

Please provide the Application Details

Application Type

Plumbing

Leak Source System Temperature

Hot

System Recirculation

✓

Additional Non-Causal Related Part Information

Do you want to report any additional non-causal related part(s)?

Name

Color

Diameter

Quantity

Failure Information

Failure Discovery Date

8/20/2022

Description of Failure

Master Toilet Closet wall showed wet spots and then water was running underneath the base board.

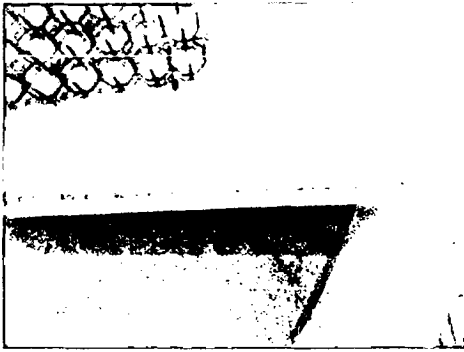
Failure Location Details

Hot water line running down the wall into the Master Toilet Closet Downstairs.

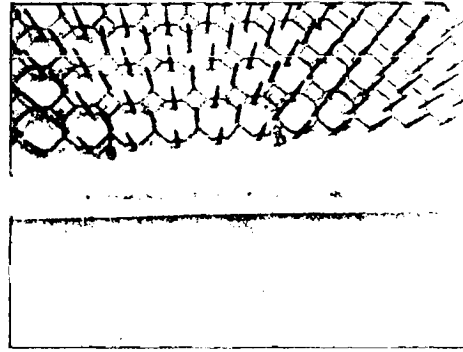
Uploaded Images

IMG-0849 Uponor PEX A pipe from
Master toilet closet photo 3

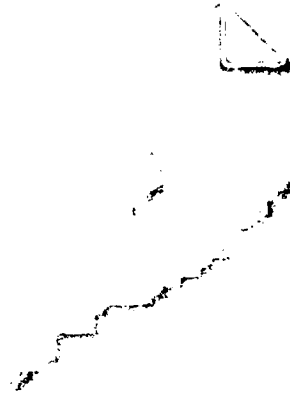
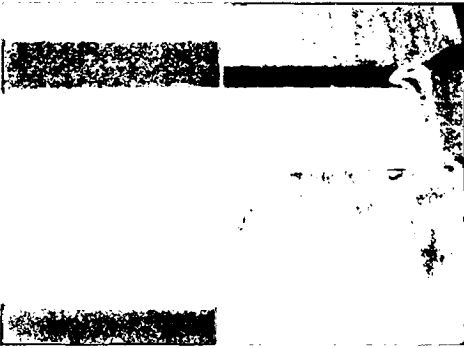
IMG-0849 Uponor PEX A pipe from
Master toilet closet



IMG-0594 Master Toilet Line before repair pic6

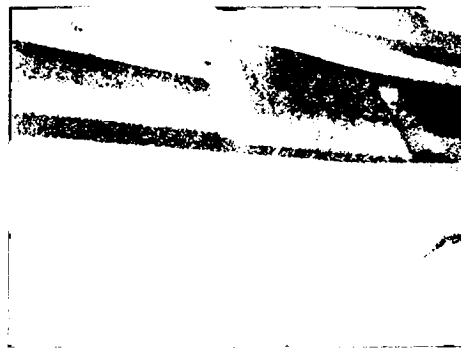
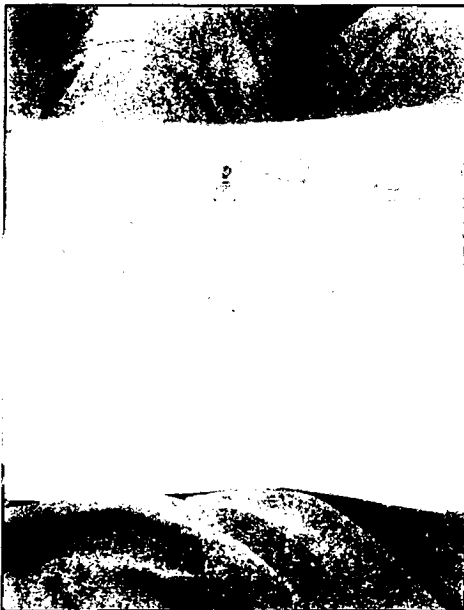


Dry Fast Invoice 8-21-22



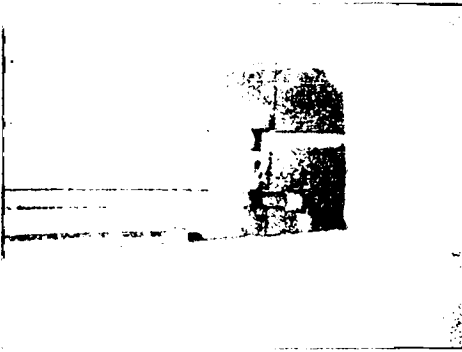
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IMG-0594 Master Toilet Line before repair

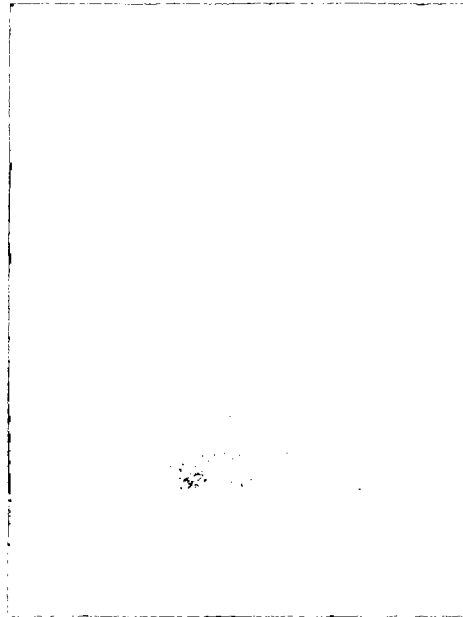


IMG-0857 Master Toilet Closet Pipe repair pic 5

Before repair



**IMG-0857 Master Toilet Closet Pipe
repair pic 3**



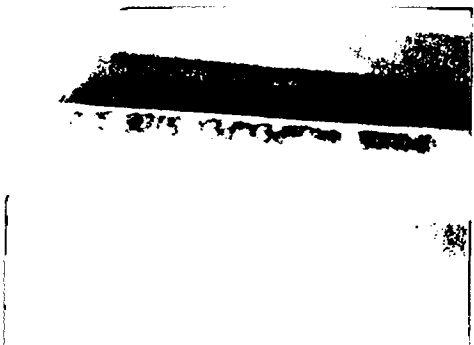
**IMG-0594 Master Toilet Line before
repair pic5**



**IMG-0594 Master Toilet Line before
repair pic2**



**IMG-0594 Master Toilet Line before
repair pic4**



DRY FAST Receipt partial payment 8-21-22

Smith's estimate for plumbing fix 8-23-22

IMG-0857 Master Toilet Closet Pipe repair

Before repair 2

Smith's Plumbing Invoice 8-21-22

IMG-0857 Master Toilet Closet Pipe repair pic 4

IMG-0857 Master Toilet Closet Pipe repair pic 2

Before repair 3

DRY FAST Receipt partial payment 2 for service on 8-21-22 9-9-22

IMG-0594 Master Toilet Line before repair pic3

IMG-0849 Uponor PEX A pipe from Master toilet closet photo 4

IMG-0849 Uponor PEX A pipe from Master toilet closet photo 2

Affidavit of Occupancy

Claim Data

Claim Number

CLM-823889

Project Id

PRJ-0018586

Address

4726 Maple Forest Dr, Lakeland, Tennessee, United States, 38002

Claim Information

Date Of Installation

11/30/2012

Original Installation Contactor Details

Contractor Company

Distinctive Homes LLC

Contractor Name

Curtis Ward

Contractor Email

cward@dhomes-tn.com

Contractor Mobile

901-828-3526

Phases of construction

Under Construction

Construction Completed

11/30/2012

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Leak Report to Insurance

Insurance Company Name

Insurance Claim Number

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Replaced Portion of System

Replaced Entire System

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John Stephenson

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Contractor Mobile

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Did you have to cover the damages

Details of the damages covered

Location Details

Damage Details

Paid-up cost for the damages

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Part Information

Causal Part Details

Do you have the causal part with you

?

✓

Causal Part

Plumbing - Pipe - AquaPEX

Causal Part Quantity

1.00

Date Code

UB10120301

Foot Marker

03205

Do you remember what it looked like?

Please provide the Application Details

Application Type

Plumbing

Leak Source System Temperature

Hot

System Recirculation

✓

Additional Non-Causal Related Part Information

Do you want to report any additional non-causal related part(s)?

Name	Color	Diameter	Quantity
------	-------	----------	----------

Failure Information

Failure Discovery Date

8/20/2022

Description of Failure

Master Toilet Closet wall showed wet spots and then water was running underneath the base board.

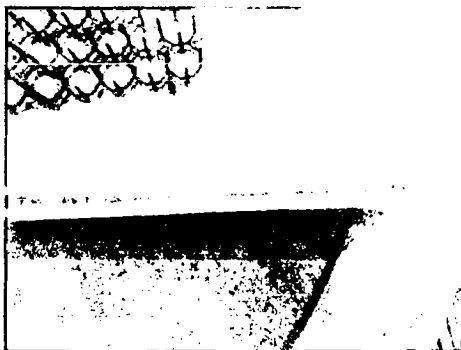
Failure Location Details

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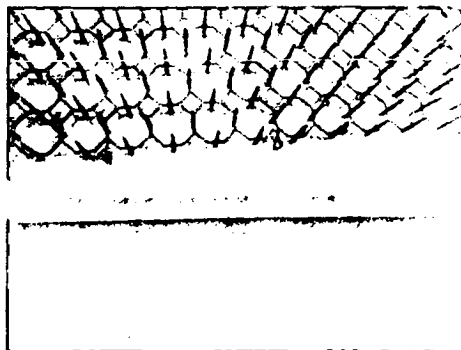
Uploaded Images

IMG-0849 Uponor PEX A pipe from Master toilet closet photo 3

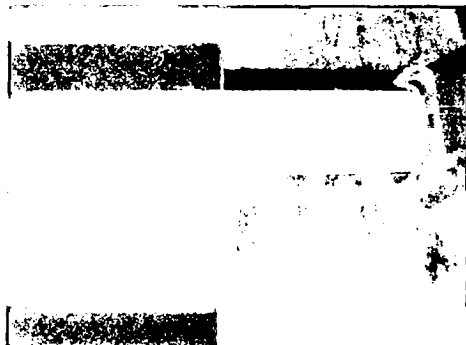
IMG-0849 Uponor PEX A pipe from Master toilet closet



IMG-0594 Master Toilet Line before repair pic6



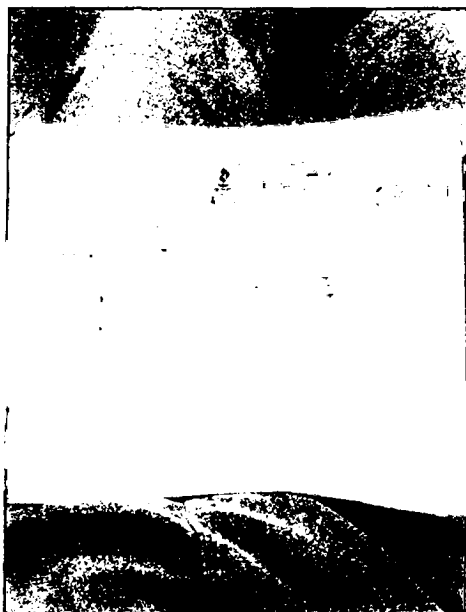
Dry Fast Invoice 8-21-22



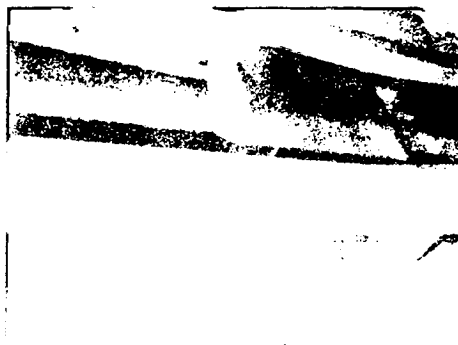
73E7AD0A-5153-4AC4-8E13-490852E74E85



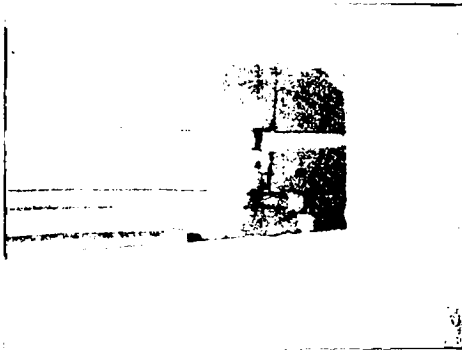
IMG-0594 Master Toilet Line before repair



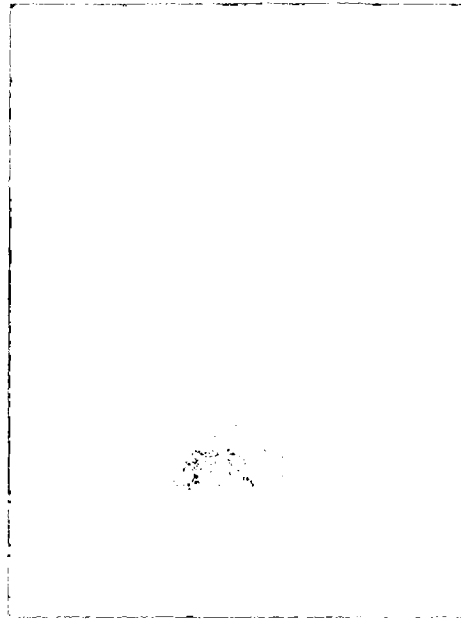
IMG-0857 Master Toilet Closet Pipe repair pic 5



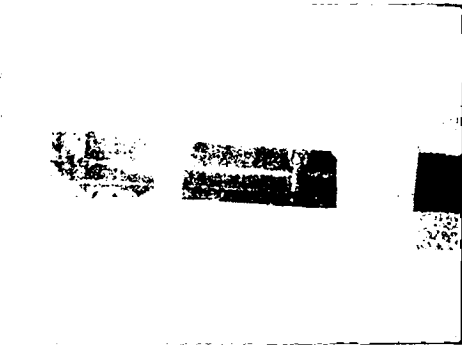
Before repair



**IMG-0857 Master Toilet Closet Pipe
repair pic 3**



**IMG-0594 Master Toilet Line before
repair pic5**



**IMG-0594 Master Toilet Line before
repair pic2**



**IMG-0594 Master Toilet Line before
repair pic4**



DRY FAST Receipt partial payment 8-21-22

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IMG-0857 Master Toilet Closet Pipe repair

Before repair 2

Smith's Plumbing Invoice 8-21-22

IMG-0857 Master Toilet Closet Pipe repair pic 4

IMG-0857 Master Toilet Closet Pipe repair pic 2

Before repair 3

DRY FAST Receipt partial payment 2 for service on 8-21-22 9-9-22

IMG-0594 Master Toilet Line before repair pic3

IMG-0849 Uponor PEX A pipe from Master toilet closet photo 4

IMG-0849 Uponor PEX A pipe from Master toilet closet photo 2

Affidavit of Occupancy



Darin Stearsman <darinstearsman@gmail.com>

Part Shipment Request for Uponor Warranty Claim CLM-823889

Warranty Claims <warrantyclaims.us@uponor.com>

Fri, Sep 2, 2022 at 10:49 AM

Reply-To: <no-reply@company.com>

To: darinstearsman@gmail.com <darinstearsman@gmail.com>

Cc: darinstearsman@gmail.com <darinstearsman@gmail.com>

The claim number assigned to the product performance issue you reported is CLM-823889. Please reference this number in all future communications to ensure prompt processing of your requests.

Our next step is to receive the underperforming sample(s) for evaluation. **Please send the items to be returned along with a printout of this email to the following address:**

UPONOR INC
Attn: PQG Department (Claim: CLM-823889)
14800 Everest Ave
APPLE VALLEY, MN 55124

** If you are shipping multiple claims back in a single package, please label each sample with the assigned claim number and enclose a separate printout for each included claim.

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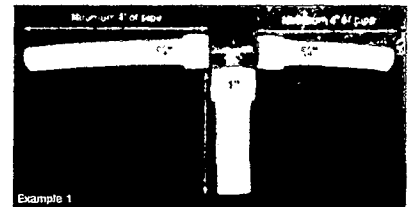
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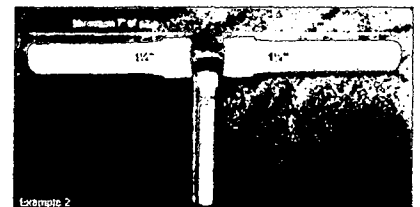
1/2" to 1" fitting

1. Include a minimum of 4" of pipe (14" or more is ideal) connected to the failed fitting port.
2. Ensure pipe sample from the failed port includes the date code and footage marker (see **Example 1**).
3. If the fitting is disconnected from the pipe, return all pieces of the assembly for evaluation.



1 1/4" or larger fitting

1. Include a minimum of 7" of pipe (14" or more is ideal) connected to the failed fitting port.
2. Ensure pipe sample from the failed port includes the date code and footage marker (see **Example 2**).
3. If the fitting is disconnected from the pipe, return all pieces of the assembly for evaluation.



Pipe sample (all sizes)

- *1. Include a minimum of 4" of pipe (14" or more is ideal) on either side of the pipe where the leak occurred.
- 2. Ensure pipe sample includes the date code and footage marker (see **Example 3**).
- 3. A photo of the date code and footage marker is also acceptable.

