

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

JOHN MARTUCCI, on behalf of himself and the
Putative Class,

Plaintiff,

v.

UNDERWRITERS LABORATORIES INC., UL
LLC, UL SOLUTIONS INC., UL STANDARDS
AND ENGAGEMENT and UL RESEARCH
INSTITUTES

Defendants.

Case No.:

Civil Action

**CLASS ACTION COMPLAINT
AND JURY DEMAND**

Plaintiff, John Martucci, by his attorneys Nagel Rice, LLP and Poulos LoPiccolo PC, on behalf of himself and all others similarly situated nationwide, brings this Class Action Complaint against Defendants UL Solutions, UL Standards and Engagement and UL Research Institutes (together, “UL” or “Defendants”), and alleges as follows:

NATURE OF THE ACTION

1. This action arises from the dangerous and serious defects, dangers and non-conformities in all combination-listed single databus burglar and fire alarm system control units (the “Alarm Systems”) that were tested and listed by UL and sold with the UL listed mark throughout the United States.

2. Manufacturers that have sold and/or continue to sell UL listed Fire Alarm Systems include, but are not limited to Honeywell International Inc. (“Honeywell”), Johnson Controls, Inc. (“Johnson Controls”) and Digital Monitoring Products, Inc. (“DMP”)

3. The serious defects, dangers and non-conformities which Defendants have known about for years can lead to an instantaneous and catastrophic failure of the alarm system’s

combination-listed control unit during a fire. In this dangerously silent and non-functional state, instead of the alarm system performing its crucial life safety function by audibly warning all occupants inside the home, and the central station, of the fire emergency, the device fails. Consequently, the alarm system cannot warn families of the imminent life safety danger within their home.

4. The propensity for serious personal injury and/or death is both dramatically and foreseeably increased where all occupants in the home do not have the early warning and the window of opportunity needed to escape from the premises during a fire emergency.

5. As a result, persons inside the home may suffer tragic consequences. For example, in the absence of an early warning alarm, persons may not wake up and they may die as a result of inhaling toxic fumes, or become overcome by smoke inhalation; they may breathe in dangerous levels of carbon monoxide and become disoriented or become trapped inside the home due to fire and/or smoke conditions with no path to escape. The consequences of a fire alarm failure are dire.

6. At the same time, without the central station being alerted to immediately notify the fire department, firefighters will not know to respond rapidly to locate and remove occupants from inside of the home, to safety and out of harm's way. Additionally, if occupants of the home manage to escape it would not be likely to occur without serious personal injury or death.

7. The dangers inherent in these control units renders them non-conforming to the minimum standards required by both UL and NFPA 72 Standards (UL-985 and UL-1023, and NFPA 72 Standards- National Fire Alarm Code and NFPA 72 National Fire Alarm and Signaling Code).

8. If the data-bus circuit wiring is faulted and/or shorted by fire anywhere it is installed throughout the home, such as in the common areas, in the wall, attic or basement, the control unit

of the Alarm System is instantly rendered non-functional (the “Alarm System Defect”). In gross contrast, if the combination listed control unit was conforming to UL and NFPA 72 standards, fire attacking the single data-bus circuit of the combination listed control unit or any equipment that is required to connect to the single data-bus of the combination listed control unit would not affect the functioning of the fire alarm system. Both UL and NFPA 72 Standards specifically prohibit this loss of functionality from happening.

9. All the claims asserted herein arise out of UL’s testing of the Alarm Systems by UL for compliance with applicable sections of both UL and NFPA 72 Standards. Despite failing this testing, UL knowingly listed the Alarm Systems as UL and NFPA 72 compliant, representing that the Alarm Systems are listed for their intended purpose, safe and reliable when in fact they are not. These representations were materially false.

10. Defendants concealed these serious defects, dangers and non-conformities from consumers and/or failed to disclose the Alarm System Defects to Plaintiff and the class, while at the same time affirmatively representing the Alarm Systems were UL and NFPA 72 compliant, representing that the Alarm Systems as UL listed for their intended purpose are safe and reliable when they really are not.

11. Defendants also failed to take appropriate remedial action, even though Defendants were aware that the single data-bus circuit of all combination listed control units was non-compliant to UL and NFPA regulations. Instead, Defendants concealed these material defects from consumers who relied on the Defendants’ representations that the Alarm Systems were UL listed for their intended purpose and thus safe and reliable.

12. Had Plaintiff and other members of the Class known of the Alarm System Defects and that they really were not compliant with UL and NFPA 72 standards at the time of sale, they

would not have purchased the Alarm Systems. This information would have provided them with the opportunity to select code-complaint equipment. Notably, the Alarm Systems do not even meet minimum fire code requirements required in New Jersey and Nationwide under both UL and NFPA Standards

13. Plaintiff brings this action for actual damages, equitable relief, including restitution, injunctive relief, declaratory relief and disgorgement of profits, and all other relief available on behalf of himself and all similarly situated individuals and entities who own Alarm Systems that were tested by UL for compliance with UL and NFPA 72 standards and listed by UL as compliant with UL and NFPA 72 standards when they were actually not compliant with UL and NFPA 72 standards (the “Class”).

PARTIES

14. Plaintiff, John Martucci, is currently a citizen of the State of Florida as well as a United States citizen. At all relevant times herein, he was a citizen of New Jersey at 49 Mina Drive, Jersey City, NJ 07305 until August 2021 when he moved to Florida. He purchased and had installed in his New Jersey home a Honeywell Vista 20P Alarm System on February 15, 2020. Plaintiff still owns his home in New Jersey.

15. Underwriters Laboratories Inc. (“UL Inc.”) is a non-profit corporation organized under the laws of Illinois with its principal place of business located at 333 Pfingsten Road, Northbrook, Illinois 60062. UL Inc. is the original and flagship entity in the UL corporate family, and has historically been responsible for product safety testing, certification, endorsement and standard development both in the United States and internationally.

16. UL LLC is a Delaware limited liability company and wholly-owned subsidiary of UL Inc. UL LLC conducts a substantial portion of the testing, inspection, auditing, endorsement

and certification operations on behalf of the UL enterprise. UL LLC maintains offices throughout the United States, including a principal office in Northbrook, Illinois, and transacts business nationwide.

17. UL Standards & Engagement, formerly known as UL Standards, is a separate not-for-profit affiliate established to oversee the development of consensus-based safety standards. It operates from UL's Northbrook, Illinois headquarters and is involved in writing and maintaining many of the UL standards that govern commercial and consumer product safety.

18. UL Solutions Inc. is a for-profit Delaware corporation affiliated with UL Inc. and headquartered in Northbrook, Illinois. It provides consulting, advisory, endorsement, certification, and related services to manufacturers and industry clients across a wide range of sectors. It serves as the commercial arm of the UL enterprise.

19. UL Research Institutes ("ULRI") is a nonprofit corporation organized under the laws of Illinois with its principal place of business located in Northbrook, Illinois. ULRI is an affiliate of Underwriters Laboratories Inc. and forms a key part of the UL enterprise. ULRI is responsible for conducting fundamental safety science research in fields including fire safety, energy storage, chemical exposures, and emerging technologies. ULRI works in close coordination with other UL entities and operates under the same UL brand and leadership umbrella.

20. Historically, Underwriters Laboratories operated as a single, unified nonprofit entity, founded in 1894 to advance product safety through testing, endorsement, certification, and standard development. Over time, and particularly beginning in the 2010s, the organization restructured into multiple affiliated entities, including UL Inc., UL LLC, UL Standards & Engagement, UL Research Institutes, and UL Solutions Inc. Despite their legal separation, these entities continue to operate under the unified UL brand, with interrelated missions, shared

resources, and common leadership, and they hold themselves out to the public and their clients as a single enterprise.

21. Collectively, these entities operate under the unified brand and trade name “UL” or “UL Solutions,” share senior management and operational control, maintain overlapping infrastructure and resources, and jointly develop, promote, and enforce UL standards, endorsements and certification marks. They present themselves to the public and to clients as a single, integrated global safety science organization.

22. Defendants, individually and collectively, do substantial business throughout the United States and in this judicial district, regularly entering into contracts with parties nationwide and offering certification, endorsement, testing, and compliance services to manufacturers and distributors whose products are sold and used in every state.

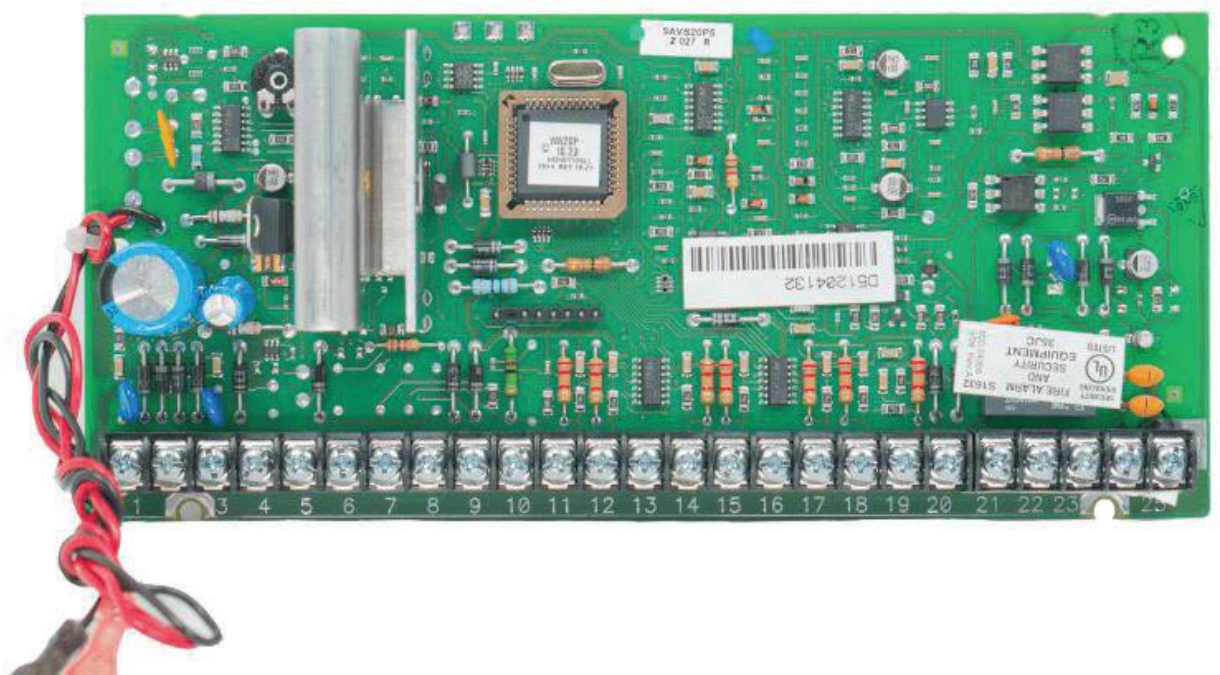
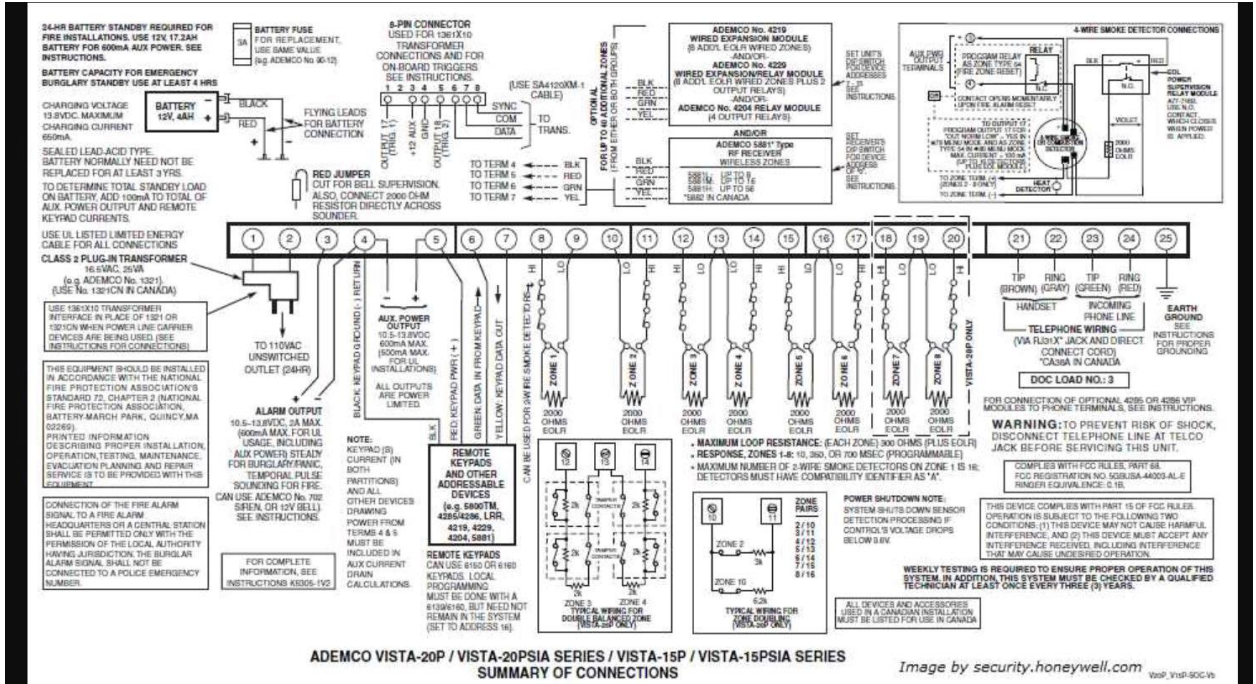
PLAINTIFF’S EXPERIENCE

23. Plaintiff, John Martucci, owns a home located at 49 Mina Drive, Jersey City, New Jersey 07305.

24. Plaintiff purchased a combination listed burglar and fire alarm system control unit in 2020 and installed it in his New Jersey home on February 15, 2020. The specific Alarm System purchased and installed is a Honeywell Vista 20P control unit.

25. The Honeywell Vista 20P unit represents that it is UL listed.

26. These photos of the Honeywell Vista 20P unit schematic make these representations:



27. The installation guide for the Honeywell Vista 20P unit represents that it complies with NFPA. Further, the Honeywell Vista 20P product detail sheet states that their control unit

complies with UL 985 and UL 1023. A copy of the installation guide and product detail sheet are attached hereto as **Exhibit A**.

28. By representing to consumers that the alarm system equipment is UL listed and meets NFPA 72 standards, Defendant is representing that it meets the minimum statutory standard requirements including UL 985 and UL 1023, and the relevant provisions of NFPA 72 regarding Combination Listed Burglar and Fire Alarm Control Units as is described in more detail below.

29. Despite these false representations, the Alarm Units such as the Honeywell Vista 20P control panel that was purchased by Plaintiff and installed in his home contains the Alarm System Defect and thus was both non-conforming and does not and/or never complied with NFPA 72, UL 985 and UL 1023 respectively.

30. In September 2025, Plaintiff first learned that the Vista 20P unit that was installed in his home contained the Alarm System Defect and was non-conforming.

31. Had Plaintiff known that the Vista 20P unit that was installed in his home contained the Alarm System Defect, he would not have purchased it.

JURISDICTION AND VENUE

32. This Court has subject matter and diversity jurisdiction over this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §1332(d)(2), as the Class contains more than 100 members, at least one of whom maintains citizenship in a state diverse from Defendants and seeks in the aggregate more than Five Million Dollars (\$5,000,000.00), exclusive of costs and interest. This Court also has personal jurisdiction over the parties because all Defendants have their principal places of business in Illinois.

33. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because all Defendants have their principal places of business in Northbrook, Illinois and Defendants' conduct has injured

members of the Class residing in this district. Accordingly, this Court has jurisdiction over this action, and venue is proper in this judicial district.

TOLLING OF STATUTE OF LIMITATIONS

34. Any applicable statute(s) of limitations has been tolled by Defendants' knowing and active concealment and denial of the facts alleged herein. Despite their due diligence, Plaintiff and the other members of the Class could not have reasonably discovered the Alarm System Defect and Defendants have not only concealed the Alarm System Defect, but they failed to timely effectuate the necessary repairs.

35. Defendants were and remain under a continuing duty to disclose to Plaintiff and the other members of the Class the true character, quality, and nature of the Alarm System Defect, that the Alarm System Defect poses serious life safety concerns and unreasonable risks to all occupants of the home, and both eliminates the "alarm system" life safety benefits to the Plaintiff and diminishes the value of the Alarm System to Plaintiff and the Class. As a result of the active concealment by Defendants, all statutes of limitations otherwise applicable to the allegations herein have been tolled.

36. Moreover, because the Alarm System Defect could not be detected due to Defendants' purposefully fraudulent concealment, Plaintiff and the Class were not reasonably able to discover the Alarm System Defect until long after purchasing their Alarm Systems, despite their exercise of due diligence. Thus, the discovery rule is applicable to the claims asserted by Plaintiff and the Class.

37. Any applicable statute of limitations has therefore been tolled by Defendants' knowing, active concealment and denial of the facts alleged herein. Defendants are estopped from relying on any statutes of limitation because of its concealment of the Alarm System Defect.

FACTUAL BACKGROUND

The Reasonable And Legitimate Expectations Of Plaintiff And The Members Of The Putative Class

38. Consumers purchasing Alarm Systems reasonably and legitimately expect that they properly and safely function and operate for years, particularly in the event of an unpredictable fire emergency happening in their home.

39. In purchasing an Alarm System, Plaintiff and the other members of the Class reasonably and legitimately expected the Alarm System to be reliable, and to operate in accordance with all applicable codes and standards – including immediately sounding an audible fire alarm inside the home so that its inhabitants would be immediately warned of a fire emergency, and, as a result, be able to escape from the home before the premises become untenable.

40. In purchasing the Alarm System, Plaintiff and the other members of the Class reasonably and legitimately expected that the Alarm System would be free from the Alarm System Defect(s).

41. The existence of the Alarm System Defect(s) is a fact that would be considered material to reasonable consumers deciding whether or not to purchase this Alarm System equipment.

42. Customers like Plaintiff and the other members of the Class reasonably and legitimately expect and assume that an Alarm System will function in its intended manner, and will not be subject to catastrophic failure in the event of a fire (which is the very thing that the Alarm System is supposed to be designed to detect), and protect the Plaintiffs against fire, so that it can warn all occupants in the home of a fire emergency. Plaintiff and the other members of the Class also reasonably and legitimately expect and assume that Defendants will not list Alarm

Systems with a known defect, will disclose any such Defects to consumers when they learn of them, and take all steps necessary to de-list the Alarm Systems as compliant with UL and NFPA 72 standards or otherwise inform consumers that the Alarm Systems are not complaint with UL and NFPA 72 standards to reduce any risk of serious personal injury and/or death and additional cost to consumers.

43. It was reasonable and legitimate for Plaintiff and the other members of the Class to expect Defendants not to conceal serious defects and non-conformities from them – such as the Alarm System Defect described herein, and to deny the existence of these defects for years after becoming aware of the problems.

44. Had Plaintiff and other members of the Class known about the Alarm System Defect while they were in the market for purchasing an Alarm System, they would not have purchased this Alarm System that was not compliant with UL and NFPA 72 standards due to the increased risk of its instantaneous failure during a fire, foreseeably resulting in loss of property, serious personal injury and/or death.

The Alarm System Defect and Defendants’ Awareness of the Defect

NFPA 72- National Fire Alarm Code and NFPA 72- National Fire Alarm and Signaling Code

45. The National Fire Protection Association (NFPA) has indicated that 60% of residential fire deaths occur when smoke detection is not present or disabled. See Ahrens, M. Smoke Alarms in US Home Fires. NFPA Research Report. 2021. Thus, many homeowners across the country install fire alarm systems to alert them to a potential fire in their homes which could ultimately save their lives. Most of these home systems contain combination listed burglar and fire alarm control units.

46. All household combination listed burglar and fire alarm system control units contain a single data-bus circuit. The data-bus circuit consists of four wires that are required to be terminated onto the systems circuit board. Two of the wires consist of the data side of the data-bus circuit, and the other two wires are for the (+) and (-) 12 volts of DC power that is needed to operate the data bus. In order for the alarm system to function, the data-bus terminals in the control units are wired to alarm system equipment that is installed throughout the home or business. This alarm system equipment includes but is not limited to remote system keypads, wireless radio receivers, wireless radio alarm transmitters and zone expansion modules. A diagram of the single data-bus combination-listed burglar and fire alarm control unit is attached hereto as **Exhibit B**.

47. Combination Listed Household Burglar and Fire Alarm System Control Units are governed by UL Standards – Underwriters Laboratories, Inc – specifically UL-1023 Household Burglar-Alarm System Units and UL-985, Standard for Household Fire Warning System Units as well as NFPA 72 Standards, specifically NFPA 72®, National Fire Alarm Code and/or NFPA 72 National Fire Alarm and Signaling Code. NFPA 72 is recognized as the most authoritative standard for fire alarm systems nationwide. It is adopted by reference in most, if not all, model building codes and some version of NFPA 72® is adopted in some manner in every state in the nation (NFPA Codefinder, 2022).

48. NFPA 72®, National Fire Alarm Code covers the application, installation, location, performance, and maintenance of fire alarm systems and their components. NFPA 72®, National Fire Alarm and Signaling Code provides the latest safety provisions to meet society's changing fire detection, signaling, and emergency communications demands. In addition to the core focus on fire alarm systems, the Code includes requirements for mass notification systems

used for weather emergencies, terrorist events, biological, chemical, and nuclear emergencies, and other threats.

49. Alarm equipment manufacturers have a duty to comply with UL Standards and NFPA 72 Standards for Household Occupancies. Both UL Standards and NFPA 72 are adopted by most authorities having jurisdiction across the country and NFPA 72 is considered both an authoritative treatise and statutory duty in most jurisdictions.

50. Section 29.10.7.5 of the NFPA 72 Standard states that “faults in other systems (such as a burglar alarm system) or components, shall not affect the operation of the fire alarm system.” Notably, the word “shall” in NFPA 72 has always constituted a mandatory requirement.

51. Section 29.10.7.6 then states:

Where common wiring is employed for a combination system, the equipment for other than the fire and carbon monoxide alarm system shall be connected to the common wiring of the system so that short circuits, open circuits, grounds, or any fault in this equipment or interconnection between this equipment and the fire and carbon monoxide alarm system wiring does not interfere with the supervision of the fire and carbon monoxide alarm system or prevent alarm or trouble signal operation.

52. These crucial requirements have been in NFPA 72 Standards since 1999. A matrix summarizing the section numbers of the various editions of the NFPA 72 over the years since 2002, where the requirements in the current section of 29.10.7.6 is/was located, is attached hereto as **Exhibit C**.

UL Standards

53. “Since 1894, UL has conducted rigorous independent research and developed safety standards to improve living and working conditions throughout the world...” They “publish consensus standards that guide the safety, performance, and sustainability of new products and evolving technologies and services delivering solutions that range from household appliances to

smoke alarms, from batteries and building materials to cybersecurity and autonomous vehicles.”

See <https://ul.org/about>.

54. Manufacturers submit their Alarm Systems to UL to have them tested for compliance with applicable UL Standard 1023, UL Standard 985 and NFPA 72.

55. UL 985 describes the Standard for Household Fire Warning System Units.

56. UL 1023 describes the Standard for Household Burglar Alarm System Units, including the use of combination listed fire-burglar alarm system control units.

57. Alarm equipment manufacturers whose equipment is listed to UL 985 are also required to comply with NFPA 72 Standards.

58. UL 985, Household Fire Warning System Units, 5th Edition published 2000, states:

1.4 These requirements also apply to the use of combination systems, such as a combination fire-burglar alarm system control unit, which uses circuit wiring common to both systems. When common wiring is used for combination systems, it shall be connected in such a manner that internal fault conditions (shorts, opens, grounds) in the nonfire alarm (burglary) system circuit wiring, or faults between the fire and nonfire alarm system circuits, will not interfere with the supervision of the fire alarm system or prevent intended alarm signal transmission.

59. Additionally, from 2000 to 2015, the following summarizes the requirements in the 5th Edition of UL 985:

41.4 An open or ground fault in any circuit extending from a household control unit, other than the initiating device circuit, shall not affect the operation of the control unit except for the loss of the function extending from that circuit.

41.6 A fault condition, open, ground, or short of other than a fire alarm circuit of a combination control unit shall not affect the fire-alarm signaling.

60. The 5th Edition of UL-985- Household Fire Warning System Units has been incorporated into the 6th edition of UL-985 standards. The 6th Edition of UL-985 was published

in 2015 and had its effective date in November of 2019. Notably, the 6th Edition of UL 985 contains the same requirement as 41.6 of 985, 5th Edition but just adds more specificity to the requirement:

Section 41.3.1.3 – Short circuit or open circuit single faults in the non-fire equipment or in the wiring between the non-fire equipment and the fire alarm system shall not impede or impair the monitoring for integrity of the fire alarm system, nor impede or impair any fire alarm signal transmissions or operations.

Section 41.3.1.6 – The required operation of the fire alarm equipment shall not be impaired by any failure of the non fire alarm equipment hardware, software or circuits, or by any maintenance procedure, including removal or replacement of defective equipment or powering down of the non-fire equipment.

61. UL 1023, Standard For Household Burglar-Alarm System Units 6th Edition published 2015 (Nov. 2019 effective date) states, in pertinent part that:

Section 1.3 – These requirements also apply to the use of combination systems, such as a combination fire-burglar-alarm system control unit. A combination system is connected in such a manner that fault conditions (shorts, opens, grounds) in the burglar-alarm system circuit wiring, or interconnections between the fire and burglar-alarm system circuits, will not interfere with the supervision of the fire alarm system or will not prevent intended alarm signal operation.

Section 1.4 – A combination household fire and burglar alarm system shall also comply with the Standard for Household Fire Warning System Units, UL 985.

62. The requirements of UL 1023 at sections 1.3 and 1.4 have been part of UL standards since 1996.

63. All of these requirements set forth that UL-985, in combination with UL-1023, and NFPA 72, universally mandate that all household combination listed control units are protected from a short circuit condition being introduced onto to the non-fire alarm equipment and/or its wiring, causing the fire alarm system to be rendered non-functional. However, the Alarm Systems catastrophically shut down when a short circuit condition is introduced onto any part of the

databus circuit wiring. This is a clear violation of the minimum requirements of UL and NFPA 72 Standards and it is strictly prohibited.

64. The parallel hardwired connection requirements on the circuit board of the Alarm Systems requires that the four (4) conductor single data-bus circuit(s) be terminated in parallel, along with all of the other devices that are also required to be connected in parallel to the data-bus circuit for functionality, such as wireless receivers, dialer capture and platform wireless radio alarm transmitters, zone expansion modules, and input/output modules.

65. On the other side of the technical spectrum, the Auxiliary DC power output circuit terminals of the control unit have been specifically designed by the Defendants to require both the Auxiliary DC power output and the DC power that is required for the data-bus circuit to reside (be terminated), on the very same positive (+) and negative (-) terminals of the control units circuit board. Likewise, the auxiliary DC power that is required for burglar alarm intrusion detection devices, such as audio glass break detectors and motion detectors, are also required to connect in parallel to these terminals.

66. Accordingly, the introduction of a short circuit condition onto the DC power wiring that is used to operate burglar alarm audio glass break detectors and motion detectors will instantly shut down the Alarm Systems.

67. Therefore, once any portion of the data-bus circuit equipment or wiring contains a short circuit condition, it will instantly shut down the control panels data-bus circuit and all of the interconnected data-bus connected equipment on the system, causing a catastrophic failure.

68. The list of equipment which is required to reside (in parallel) on the single data-bus violates UL Standards- UL-1023, UL-985 and NFPA 72.

69. In sum, the Auxiliary DC power output circuit and/or its interconnected wiring and/or its DC powered devices that are installed throughout and within the household occupancy using the same (+) and (-) power terminals that the data-bus circuit utilizes significantly expands the control unit's danger and vulnerabilities to catastrophic failure once a fire condition introduces a short circuit condition onto the data-bus wiring and/or onto any of the equipment that is required to connect to the single data-bus circuit.

70. Fundamentally, once the single data-bus circuit wiring leaves the control unit housing it exposes the entire alarm system to catastrophic and instantaneous failure based upon this data-bus circuit wiring and/or when any of the equipment that is required to be connected to the data-bus is introduced to a short circuit condition by fire in any location where the data-bus circuit wiring and/or its equipment is installed throughout the household occupancy.

71. The required design characteristics of the Alarm Systems creates foreseeably dangerous vulnerabilities to the overall functionality and reliability of the alarm systems control unit and to all occupants of the home who rely on the system to provide them with intrusion detection and early warning fire and life safety protection.

72. In fact, on September 17, 2021, Jeffrey D. Zwirn of IDS Research and Development, Inc., a nationally recognized alarm and security expert with over 45 years of specialized education, skill, knowledge, training, experience and peer reviewed credentials in the alarm and security industry, emailed the National Fire Protection Association (NFPA) asking them to confirm that if "a fault in the burglar alarm system will affect the operation of the fire alarm system, and if equipment for other than the fire alarm system, being the burglar alarm system, that is connected to the common wiring of the system (the single data-bus) will interfere with the supervision of the fire alarm system and/or it will prevent alarm or trouble signal

operation because once a short circuit condition is introduced onto the auxiliary power output of the system the zone expansion module(s) referenced above is no longer able to function since it instantly loses DC power...would you agree that the combination-listed control unit does not comply with NFPA 72 Standards.”

73. On September 21, 2021, Christopher D. Coache, Senior Electrical Engineer of the NFPA confirmed that the combination-listed unit indeed does not comply with NFPA 72 Standards if a failure in another system causes a failure of the fire alarm system, stating, “[y]ou are correct that a failure in another system connected to the fire alarm system cannot affect the function of the fire alarm system. Also, the signals from another system such as a burglar system cannot take priority over the life safety signals of the fire alarm system.” A copy of the email exchange is attached hereto as **Exhibit D**.

74. The Alarm System Defect described causes a combination listed burglar and fire alarm system control unit to experience the exact situation that NFPA 72 standards and the Senior Electrical Engineer of the NFPA states cannot occur – a failure in the fire alarm system due to the failure in another part of the system is strictly prohibited.

75. In fact, the Alarm System Defect was independently analyzed and evaluated by Combustion Science & Engineering, Inc. (“CSE”), a company that for more than twenty years has been dedicated to the study, advancement, and application of combustion and fire sciences.

76. CSE tested the Honeywell Vista 20P and confirmed that it and all combination listed single data-bus residential burglar and fire alarm system control units, such as those manufactured or sold Honeywell, Johnson Controls and DMP, suffer the Alarm System Defect and are noncompliant with the minimum standards required by both UL and NFPA 72 and contain the Alarm System Defect. Indeed, in a July 5, 2022 report, CSE concluded:

In sum, CSE's review of the codes and standards indicates that these documents clearly indicate that an electrical short circuit on non-fire equipment, including the data-bus and its wiring, shall not render a combination-listed fire/security system control unit non-functional. This code requirement applies for both household and commercial combination-listed systems and dates back to at least the early 2000s. UL's implementation and interpretation of these sections of their standards and NFPA 72® have allowed this hypothesized and dangerous mode of failure to exist, despite their testing and ergo, combination-listed control units have become listed despite nonconformities. Failure of combination-listed control units to meet UL and NFPA standards violates the adopted fire code in each state of the United States and needlessly puts occupants inside an occupancy at an increased risk of serious personal injury and/or death during a life safety emergency.

...

As has been demonstrated in CSE's analysis and the experiments conducted, there is both scientific certainty and validity to Mr. Zwirn's hypothesized mode of failure for combination-listed single data-bus fire and burglar alarm control units, and they do not conform to UL and NFPA standards. Given that, from a Fire Protection Engineering perspective, this equipment is nonconforming, and it is dangerous to all persons who rely on it for mission critical functional and reliable life safety.

See Stephen M. Olenick, Michael S. Klassen & Zachary Switzer, Analysis of the Hypothesized Data-Bus Failure Mode of Combination-Listed Fire/Security Control Units, at 24, 42 (July 5, 2022), attached hereto as **Exhibit E**.

77. Nonetheless, the Honeywell Vista 20P unit is listed to be compliant with UL 985, 1023 and compliant with NFPA 72. *See* Exhibit A.

78. In order for it to be listed, UL would have had to test it to confirm it complied with, among other sections, section 41.6 of 985 5th Edition. Defendants ultimately listed the Honeywell Vista 20P to UL 985, representing that it complied with, among other sections, section 41.6 of 985 5th Edition.

79. However, as detailed above and at Exhibit E, CSE tested a Honeywell Vista 20P for compliance with section 41.6 of 985 5th Edition. CSE confirmed the Vista 20P was not

compliant with section 41.6 of 985 5th Edition. Accordingly, UL knew or should have known that the Vista 20P contained the Alarm System Defect and was not compliant with section 41.6 of 985 5th Edition before it even placed it on the market in or around 2001 and certainly before Plaintiff had the Vista 20P installed in his home in February 2020.

80. Based on the testing of combination-listed single data-bus fire and burglar alarm control units by CSE and Mr. Jeffrey Zwirn as detailed in this Complaint, it was impossible for the Vista 20P – a combination-listed single data-bus fire and burglar alarm control unit – to comply with section 41.6 of UL 985, 5th Edition and thus also NFPA 72. This is because all Alarm System units contain the same single data-bus control unit set up and thus all contain the Alarm System Defect. Nonetheless, UL still listed the 20P as compliant with UL standards.

81. Accordingly, the testing of the Vista 20 P in the early 2000s not only should have alerted UL to the Alarm System Defect for the Vista 20P, but as to all combination-listed single data-bus fire and burglar alarm control units manufactured and sold in the United States.

82. Combination-listed single data-bus fire and burglar alarm control units sold in the United States that UL has tested and listed as compliant with UL and NFPA 72 standards when they actually do not comply with those standards, include but are not limited to:

Model Numbers	Manufacturer
VISTA 15P, VISTA-20P, VISTA-21IPLTE, VISA 50P, VISTA-32FB, VISTA-32FBPT, VISTA-32FBPTComm, V32FB-9, VISTA 128BP, VISTA 128BPT, VISTA 128FBP, VISTA-128FBPT, VISTA-128BPT, VISTA-128FBPTV, 128BPTSIA, V128BPTCNKT, V128BPLT, V128FBPT24KT	American District Telegraph Company, Inc d/b/a Ademco. Ademco is now owned by Honeywell International, Inc. which ultimately spun off its Homes and ADI Global Distribution business, including the Ademco brand into Resideo Technologies, Inc.
Destiny 6100	Apex Products

M1 Gold, M1EZ8, E27	Elk Products, Inc.
XR550FC, XR150FC, XR150DNFC, XR550DNFC, XR150, XR550, XT50, XT30, XT75. XTLplus, XTLtouch	Digital Monitoring Products, Inc.
PowerSeries Neo, PowerSeries Pro, HS3248, HS3128, HS3032	Johnson Controls, Inc.
PC1616, PC183, PC1864, Power832, Power G	Digital Security Controls Inc.
GEM X255, P801 816, 1632, 3200, 1664, P800, P801, 9600, 3200, MAGNUM Alert, NAPCO Express	NAPCO Security Technologies

83. Further, as detailed above, the 6th Edition of UL-985 was published in 2015 and had its effective date in November of 2019. Section 41.3.1.3 of the 6th Edition of UL 985 replaced 41.6 of the 5th Edition of 985 and states:

Short circuit or open circuit single faults in the non-fire equipment or in the wiring between the non-fire equipment and the fire alarm system shall not impede or impair the monitoring for integrity of the fire alarm system, nor impede or impair any fire alarm signal transmissions or operations.

84. 41.3.1.3 of 985 6th Edition provided more detail but maintains the same requirement as 41.6 of the 5th Edition of 985 – faults in non-fire equipment or wiring shall not impair the monitoring for integrity of the fire alarm system, or any fire alarm signal transmissions or operations.

85. Despite section 41.3.1.3 of 985 6th Edition maintaining the same requirements as 41.6 of the 5th Edition of UL 985, UL still listed the Vista 20P to UL 985, 6th Edition, representing that it complied with, among other sections, section 41.3.1.3 of 985 6th Edition.

86. As detailed above and at Exhibit E, CSE tested a Honeywell Vista 20P for compliance with section 41.3.1.3 of 985 6th Edition. CSE confirmed the Vista 20P was not

compliant with section 41.3.1.3 of 985 6th Edition. Accordingly, UL knew or should have known that the Vista 20P contained the Alarm System Defect and was not compliant with section 41.3.1.3 of 985 6th Edition.

87. In fact, UL testing records indicate that UL tested the Vista 20P for compliance with UL 985, 6th Edition on November 19, 2019. A copy of the testing report is attached hereto as **Exhibit F**.

88. The test included the Electrical Supervision Test to test for compliance with sections 1.4 and 41.3.1.3 of UL 985, 6th Edition. The test report indicates that when a fault was applied to the databus circuits, “everything dies on AUX bus...due to short.” This resulted in a “Verdict” of “Fail.” See Electrical Supervision Test of 20P at Exhibit F.

89. A retest was conducted, this time with an isolator device connected to the Vista 20P control panel to isolate burglary devices from fire devices. Again, when a fault was applied to the databus circuits “all devices connected to ECP isolator died when short applied, keypads etc.” And again, the “Verdict” was a “Fail.” See Electrical Supervision Test of 20P at Exhibit F.

90. A third retest was conducted. This time with an isolator device connected to the Vista 20P control panel to isolate burglary devices from fire devices and an End of Line Resister Relay (“EOLR”) Module which UL also required to confirm compliance with sections 1.4 and 41.3.1.3 of UL 985, 6th Edition. The Verdict ultimately was a “Pass,” but only when burglary devices were isolated from fire devices using the ECP Isolator.

91. Indeed, the testing report cites to section 41.3.1.3 of UL 985, 6th Edition and highlights that the Vista 20P complies with section 41.3.1.3 of UL 985, 6th Edition when an isolator is used “to Isolate Fire from Burg.” See row of testing report quoting 41.3.1.3 at Exhibit

F noting “see Test Setup 1 and Test Setup 4 (Fig. 3.6) for Isolator details to Isolate Fire from Burg. See ELECTRICAL SUPERVISION TEST ROWS 167 - 176 for test results.”

92. However, unconscionably, the Vista 20P control units were UL listed and sold without an isolator device.

93. In fact, UL’s confirmation of the Alarm System Defect when it tested for compliance with UL 985, 6th Edition in late 2019 with an isolator device for compliance, is further evidence that the Vista 20P never complied with UL 985, 5th Edition. This is because both 985, 6th Edition at section 41.3.1.3 and 985, 5th Edition at section 41.6 impose the same requirement – a fault condition, open, ground, or short on a non-fire circuit cannot impede or impair the functioning of the fire alarm system.

94. Thus, the Vista 20P should have never been listed to section 41.6 of 985, 5th Edition without requiring that burglary devices be isolated from fire devices as UL did in their 2019 testing for compliance with 985, 6th Edition.

95. All combination-listed single data-bus fire and burglar alarm control units contain the same single data-bus control unit set up and thus all contain the Alarm System Defect. Accordingly, not only should UL’s testing on the Honeywell Vista 20P control unit for compliance with 985 5th Edition before they hit the market have alerted them that all of the Alarm Systems could not possibly comply with 985 5th Edition, but its testing for compliance with 985 6th Edition in November 2019 should have also alerted them that all Alarm Systems were not compliant with section 41.3.1.3 of 985, 6th Edition and section 41.6 of 985, 5th Edition. UL knew or should have known that all combination-listed single data-bus fire and burglar alarm control units sold in the United States do not comply with section 41.3.1.3 of 985 6th Edition or 41.6 of 985, 5th Edition.

96. Plaintiff alleges that at all relevant times, specifically at the time he purchased the Alarm System, Defendants knew, as early as the early 2000s when it tested the Honeywell Vista 20P for compliance with UL 985, 5th Edition that all combination-listed single data-bus fire and burglar alarm control units, including Plaintiff Martucci's Alarm System, contained the Alarm System Defect and was not compliant with the applicable and minimum UL and NFPA Standards. Defendants' testing for compliance with 985, 6th Edition in November 2019, months before Plaintiff purchased his Vista 20P, confirmed again to them that that the Vista 20P contained the Alarm System Defect and required that the burglary devices be isolated from fire devices on the system. See Exhibit F.

97. Nonetheless, despite this knowledge, Defendants still listed the Alarm Systems as compliant with UL and NFPA Standards and failed to disclose the Alarm System Defect to Plaintiff before he purchased the Vista 20P.

98. Defendants were under a duty to disclose the Alarm System Defects based upon their exclusive knowledge and concealed material information regarding the Alarm System Defect from consumers like Plaintiff. Defendants failed to disclose the Alarm System Defect to Plaintiff, other Class members, or the public at any time or place or in any manner such that it could (and would) have affected Plaintiff's and other Class members' pre-sale decision to purchase the Alarm Systems.

99. As a result of Defendants' actions, Plaintiff and the Class and Subclass suffered damages including out of pocket losses and diminished value of the Alarm System. It is estimated that it will cost approximately \$500 to fix each Alarm System and bring it into compliance with UL and NFPA 72 standards.

100. Plaintiff seeks actual damages and injunctive relief requiring Defendants to delist all single data-bus fire and burglar alarm control units as compliant with UL Standards, as well as restitution and/or disgorgement of profits, statutory damages, attorneys' fees, costs, and all other relief available to Plaintiff and the Class.

CLASS ACTION ALLEGATIONS

101. Plaintiff brings this action on behalf of himself, and all other persons similarly situated, pursuant to Rules 23(b)(2) and 23(b)(3) of the Federal Rules of Civil Procedure on behalf of the following Class and Subclass (collectively, the "Classes"):

The Nationwide Class

All persons or entities in the United States who own, or have owned, an Alarm System.

The New Jersey Subclass

All persons or entities in New Jersey who own, or have owned, an Alarm System.

Excluded from all Classes

Excluded from the Classes are: (a) Defendants, any entity in which Defendants have a controlling interest, and their legal representatives, officers, directors, employees, assigns, and successors that purchased the Alarm Systems; (b) the judge to whom this case is assigned and any member of the judge's immediate family; and (c) individuals with claims for personal injury, wrongful death and/or emotional distress.

102. Numerosity/Impracticability of Joinder: The members of the Class are so numerous that joinder of all members would be impracticable. Based upon knowledge and belief approximately 15 million Class Alarm Systems were purchased by Class members.

103. Commonality and Predominance: There are common questions of law and fact that predominate over any questions affecting only individual members of the Class. These common legal and factual questions, include, but are not limited to, the following:

- a. Whether the Alarm Systems have a design defect.
- b. Whether the Defendants properly tested combination-listed single data-bus fire and burglar alarm control units to UL-1023, UL-985 and NFPA 72 Standards.
- c. Whether the Defendants identified that combination-listed single data-bus fire and burglar alarm control units were not conforming to UL and NFPA 72 Standards.
- d. Whether the Defendants knowingly listed combination-listed single data-bus fire and burglar alarm control units despite failing to comply with UL and NFPA 72 Standards.
- e. Whether Defendants knew, or reasonably should have known, that the Alarm Systems contained the Alarm System Defect.
- f. Whether Defendants actively and intentionally concealed or failed to disclose material information related to the Alarm System Defect.
- g. Whether Defendants negligently tested combination-listed single data-bus fire and burglar alarm control units and negligently listed them as compliant with UL and NFPA 72 standards.
- h. Whether Plaintiff and the other members of the Class are entitled to equitable relief, including but not limited to a preliminary and/or permanent injunction.
- i. Whether Defendants violated New Jersey's Consumer Fraud Act, and the consumer protection laws of the states involving class members.
- j. Whether Defendants' conduct violates warranty laws, and other laws as asserted herein.
- k. Whether, as a result of Defendants' omissions and concealments of material facts related to the Alarm System Defects, Plaintiff and the other members of the Class have suffered ascertainable losses, and whether Plaintiff and the other members of the Class are entitled to monetary damages and/or other remedies, and if so the nature of any such relief; and/or

1. Whether Defendants' acts and/or omissions entitle Plaintiff and the other members of the Class to punitive damages, attorneys' fees, prejudgment interest and cost of suit.

104. Typicality: Plaintiff's claims are typical of the claims of the members of the Class. Plaintiff and the other members of the Class have suffered similar injury by the same wrongful practices by Defendants. The claims of Plaintiff and the other members of the Class all arise from the same wrongful practices and course of conduct and are based on the same legal and remedial theories.

105. Adequacy Of Representation: Plaintiff is an adequate representative of the Class and will fully and adequately assert and protect the interests of the members of the Class, and has retained class counsel who are experienced and qualified in prosecuting class actions. Neither Plaintiff nor his attorneys have any interests that are contrary to or conflicting with the members of the Class. Plaintiff is not subject to any individual defense unique from those conceivably applicable to other Class Members or the class in its entirety.

106. Superiority of Class Action And Impracticability of Individual Actions: A class action is superior to all other available methods for the fair and efficient adjudication of this lawsuit, because individual litigation of the claims of all members of the Class is not economically feasible and is procedurally impracticable. While the aggregate damages sustained by the members of the Class are in the millions of dollars, and are no less than five million dollars, upon information and belief, the individual damages incurred by each member of the Class resulting from Defendant's wrongful course of conduct are too small to warrant the expense of individual suits. It is estimated that the part necessary to effectuate each repair would cost approximately \$300 and installation of the part would only require one service call for approximately \$200. The likelihood of individual members of the Class prosecuting their own separate claims is remote, and, even if

every Class member could afford individual litigation, the court system would be unduly burdened by individual litigation of such cases. Individual members of the Class do not have a significant interest in individually controlling the prosecution of separate actions, and individualized litigation would also present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all of the parties and to the court system because of multiple trials of the same factual and legal issues. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action. In addition, Defendants have acted or refused to act on grounds generally applicable to the members of the Class and, as such, final injunctive relief, or corresponding declaratory relief with regard to the members of the Class as a whole, is appropriate.

CLAIMS FOR RELIEF

FIRST COUNT

**(On behalf of the Nationwide Class and New Jersey Subclass)
(Common Law Fraud)**

107. Plaintiff, on behalf of himself and all others similarly situated, incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

108. The above-described conduct and actions constitute common law fraud by way of misrepresentations, concealment and omissions of material facts made by Defendants in inducing Plaintiff and the Class and Subclass to purchase Alarm Systems with the Alarm System Defects.

109. In failing to disclose the Alarm System Defects and the associated risks and repair costs, Defendants undertook active and ongoing steps to intentionally conceal the Alarm System Defects, and has concealed, failed to disclose and/or omitted material facts from Plaintiff and other members of the Nationwide Class and New Jersey Subclass with respect to the Alarm System Defects in the Alarm Systems.

110. Defendants listed Alarm Systems as compliant with UL Standards that they knew, or reasonably should have known, did not comply with UL Standards, contained the Alarm System Defects, and required repair or replacement.

111. Defendants made material misrepresentations by listing the Alarm Systems as UL and NFPA compliant for household combination-listed burglar and fire alarm system control units when in fact they were not. Indeed, the Alarm Systems were manufactured in a such a way that if there is a fault or short circuit condition from fire attacking the data-bus circuit wiring and/or any of the equipment that is required to be connected to the control unit's single data-bus circuit of the control unit, it renders the control panel non-functional. If the data-bus circuit wiring is faulted and/or shorted by fire anywhere it is installed throughout the home, the control panel is instantly rendered non-functional and thus the fire alarm systems' smoke detectors are rendered non-functional. Consequently, this renders them non-conforming to the minimum standards set by both the UL and NFPA 72 Standards. Nonetheless, despite UL testing concluding that Alarm Systems did not comply with UL and NFPA 72 Standards, Defendants unconscionably listed the Alarms Systems as compliant with UL and NFPA 72 Standards.

112. Defendants intended that the Plaintiffs and the other members of the Class and Subclass rely upon the above-described uniform misrepresentations, concealment and omissions.

113. Plaintiffs and other Class and Subclass Members justifiably relied upon Defendants' misrepresentations, concealment and omissions to their damage and detriment.

114. Plaintiffs and the Class and Subclass suffered the damages described in this complaint as a proximate result thereof.

SECOND COUNT
(On behalf of the Nationwide Class and New Jersey Subclass)
(Negligence)

115. Plaintiff, on behalf of himself and all others similarly situated, incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

116. Defendants were negligent in listing combination-listed single data-bus fire and burglar alarm control units as compliant with UL Standards. In particular, the devices are noncompliant with 985, 5th Edition, Section 41.6 and 985, 6th Edition Section 41.3.1.3. Indeed, Defendants' own testing in the early 2000s of the Honeywell Vista 20P showed that the Honeywell Vista 20P did not comply with 41.6 of 985 5th Edition and did not comply with 985, 6th Edition Section 41.3.1.3.

117. Defendants' testing for compliance with 985, 6th Edition in November 2019, months before Plaintiff purchased his Vista 20P, confirmed again to them that that the Vista 20P contained the Alarm System Defect and required that the burglary devices be isolated from fire devices on the system. *See* Exhibit F.

118. Thus, the Vista 20P should have never been listed to section 41.6 of 985, 5th Edition without requiring that burglary devices be isolated from fire devices as UL did in their 2019 testing for compliance with 985, 6th Edition.

119. For some Alarm Systems, Defendants were also negligent in failing to perform rigorous and regular independent testing of the Alarm Systems which also would have revealed that no combination-listed single data-bus fire and burglar alarm control unit could comply with 985, 5th Edition, Section 41.6 and 985, 6th Edition Section 41.3.1.3.

120. Defendants' negligence resulted in UL listings of the Alarm Systems that were not UL compliant. Indeed, the Alarm System is/was manufactured in a such a way that if there is a

fault or short circuit condition from fire attacking the data-bus circuit wiring and/or any of the equipment that is required to be connected to the control unit's single data-bus circuit of the control unit, it renders the control panel non-functional. If the data-bus circuit wiring is faulted and/or shorted by fire, for instance, anywhere it is installed throughout the home, the control panel is instantly rendered non-functional and thus the fire alarm systems' smoke detectors are rendered non-functional. Consequently, this renders them non-conforming to the minimum standards set by both the UL and NFPA 72 Standards.

121. The Defendants' testing should have revealed, as the Honeywell Vista 20P UL testing revealed in the early 2000s and in the November 2019 testing for compliance with 985, 6th Edition, that all combination-listed single data-bus fire and burglar alarm control units contain the Alarm System Defect and thus cannot comply with 985, 5th Edition, Section 41.6 and 985, 6th Edition Section 41.3.1.3. Nonetheless, Defendants were negligent in listing all combination single data-bus fire and burglar alarm control units as compliant with 985, 5th Edition, Section 41.6 and 985, 6th Edition Section 41.3.1.3.

122. Defendants' negligence caused Plaintiffs and other Class and Subclass Members damages. As a result of Defendants' negligence, Plaintiffs and other Class and Subclass Members purchased Alarm Systems that contain the Alarm System Defect and are not compliant with UL and NFPA 72 standards. But for Defendants' negligence in listing the Alarm Systems as compliant with UL Standards, they would have not purchased the Alarm Systems and would not have suffered damages.

THIRD COUNT

**(On behalf of the Nationwide Class and New Jersey Subclass)
(Negligent Misrepresentation)**

123. Plaintiff, on behalf of himself and all others similarly situated, incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

124. Defendants made material misrepresentations as described in this Complaint by listing the Alarm Systems as UL and NFPA compliant for household combination listed burglar and fire alarm systems when in fact the Alarm Systems were not. Defendants knew, or should have known, that these statements were inaccurate.

125. Defendants knew Plaintiff and the Class and Subclass would rely upon the UL listing, and Defendants expected Plaintiff and the Class and Subclass to rely upon them.

126. Plaintiff and the Class and Subclass reasonably relied on the misstatements when they purchased the Alarm Systems.

127. Plaintiffs and the Class and Subclass suffered the damages described in this complaint as a proximate result thereof.

FOURTH COUNT

**(On behalf of the New Jersey Subclass Only)
(Violation of the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1 *et seq.*)**

128. Plaintiff repeats and realleges all prior allegations as if set forth at length herein.

129. The Alarm Systems at issue are “merchandise” within the meaning of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1(c) (the “CFA”).

130. Plaintiff is a person pursuant to N.J.S.A. 56:8-1(d).

131. Defendants are persons subject to the CFA, N.J.S.A. 56:8-1 (d).

132. Defendants’ endorsements are “advertisements” as defined by N.J.S.A. 56:8-1(a).

133. N.J.S.A. 56:8-2 provides that Defendant has a duty not to engage in “any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby;...”.

134. Defendants have engaged in deceptive, unconscionable, unfair, fraudulent and/or misleading commercial practices in the endorsement of the Alarm Systems by listing the Alarm Systems and by representing that the Alarm Systems were UL compliant and safe when indeed they are defective, dangerous and non-conforming to both UL 1023/UL-985 and NFPA 72 Standards.

135. In addition, Section 5 of the FTC Act, 15 U.S.C. 45, governs the use of endorsements in advertising. Specifically, 16 CFR § 255 provides guidelines for voluntary compliance with the law by advertisers and endorsers. Practices inconsistent with such guidelines could result in correction action by the FTC.

136. For purposes 16 CFR § 255 *et seq.*, “an ‘endorsement’ means any advertising, marketing, or promotional message for a product that consumers are likely to believe reflects the opinions, beliefs, findings, or experiences of a party other than the sponsoring advertiser, even if the views expressed by that party are identical to those of the sponsoring advertiser. Verbal statements, tags in social media posts, demonstrations, depictions of the name, signature, likeness or other identifying personal characteristics of an individual, and the name or seal of an organization can be endorsements. The party whose opinions, beliefs, findings, or experience the

message appears to reflect will be called the “endorser” and could be or appear to be an individual, group, or institution.”

137. Defendants are considered “expert endorsers” pursuant to 16 CFR § 255 *et seq.*

138. “An organization’s endorsement must be reached by a process sufficient to ensure that the endorsement fairly reflects the collective judgment of the organization. Moreover, if an organization is represented as being expert, then, in conjunction with a proper exercise of its expertise in evaluating the product under [§ 255.3](#), it must utilize an expert or experts recognized as such by the organization or standards previously adopted by the organization and suitable for judging the relevant merits of such products. (*See* [§ 255.1\(e\)](#) regarding the liability of endorsers.)”

139. Part 255 of the guidelines prohibits deceptive representations by endorsers. Specifically, under 16 CFR Part 255.1, “(e)ndorsers may be liable for statements made in the course of their endorsements, such as when an endorser makes a representation that the endorser knows or should know to be deceptive [...].

140. Here, Defendants violated 16 CFR Part 255 by making the deceptive, misleading, and false representation that the Alarm Systems were UL compliant when in fact they are defective, dangerous and non-conforming to both UL 1023/UL-985 and NFPA 72 Standards.

141. While 16 CFR Part 255 is a guideline, and not a statute, Defendants’ violation of this guideline is a deceptive, unconscionable, unfair, fraudulent and/or misleading commercial practice in violation of the CFA. See

142. Plaintiff has been damaged by Defendants’ deception because Plaintiff spent money on an Alarm System that is not UL compliant when, instead, the Alarm System suffers from a fatal defect that renders it inoperable under certain conditions, including fire. The

combination-listed control unit deficiencies and non-conformities dangerously and needlessly expose all occupants to an increased risk of property damage, serious personal injury, and/or death.

143. If Defendants had disclosed the Alarm System Defect, Plaintiff could have prevented economic injury by making a different purchase decision.

144. The foregoing violations have caused Plaintiff to suffer ascertainable losses in the amount of the cost of the Alarm Systems, as well as the cost to repair the Alarm System Defect.

145. Plaintiff is an aggrieved consumer due to, among other things, the foregoing violations and concrete monetary losses.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff on behalf of himself and on behalf of the Nationwide Class, and New Jersey Subclass, prays for judgment against Defendants granting the following relief:

1. Declaring that this action is properly maintained as a class action, certifying the proposed Nationwide Class and New Jersey Subclass, appointing Plaintiff to represent the Classes and appointing Plaintiff's counsel as Class Counsel;
2. Directing that Defendant bear the costs of any notice sent to the Class(es).
3. Granting an Order requiring Defendants to fully and adequately disclose the safety risks associated with the devices at issue to anyone who may still be at risk of buying the devices;
4. Enjoining Defendants from continuing to engage in the unlawful and unfair business acts and practices as alleged herein;
5. Awarding compensatory, actual treble, statutory, punitive, and/or other damages suffered by Plaintiff and the other members of the Class(es) in the maximum amount permitted by applicable law;

6. Awarding restitution and disgorgement of all amounts obtained by Defendants as a result of its misconduct, and other appropriate equitable relief, together with interest thereon;
7. Awarding statutory pre-judgment and post-judgment interest as permitted by law;
8. Awarding attorneys' fees and costs as may be allowable under applicable law; and
9. Such other relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all causes of action so triable.

DATED: February 11, 2026

NAGEL RICE, LLP

By: /s/ Lisa R. Considine

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**Pro hac vice applications forthcoming*

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