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9 Attorneys for Plaintiff,  
10 CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT

11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 CHAFFEY JOINT UNION HIGH  
14 SCHOOL DISTRICT, a political  
15 subdivision of the state of California,

16 Plaintiff

17 v.

18 FIELDTURF USA, INC., a Florida  
19 corporation; FIELDTURF, INC., a  
20 Canadian corporation; and FIELDTURF  
21 TARKETT SAS, a French corporation

22 Defendants.

CASE NO.: 5:16-CV-204

**COMPLAINT FOR BREACH OF  
CONTRACT, FRAUD, NEGLIGENT  
MISREPRESENTATION, AND  
RECOVERY UNDER CALIFORNIA  
UNFAIR COMPETITION AND  
FALSE CLAIMS ACTS**

23 **JURISDICTION**

24  
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26 1. This Court has subject matter jurisdiction over this action pursuant to 28 USC §  
27 1332 in that there is complete diversity of citizenship between Plaintiff and  
28 Defendants and the amount in controversy exceeds \$75,000.

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**VENUE**

2. The contract and actions in issue were performed in San Bernardino County, California. Venue, therefore, lies in the United States District Court for the Central District of California pursuant to 28 USC § 1391.

**PARTIES**

- 3. Plaintiff, CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT (“DISTRICT”) is a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California and is thus, a political subdivision of the state of California. The DISTRICT currently operates twelve public secondary high schools which serve the citizens of portions of Los Angeles and San Bernardino Counties.
- 4. Defendant, FIELDTURF USA, INC. (“FUSA”), is a Florida corporation with its principal place of business in Canada, doing business in California. FUSA installed the artificial turf fields which are the subject matter of this action, and may have manufactured them.
- 5. Defendant, FIELDTURF, INC. (“FTI”), is a Canadian corporation, which is, upon information and belief, a sister corporation of FUSA. FTI may have manufactured the artificial turf fields which are the subject matter of this action.
- 6. Defendant, FIELDTURF TARKETT SAS (“FTS”), is a French corporation, which is, upon information and belief, the parent corporation of both FUSA and FTI and thus, is responsible for the actions of each of them. FTS may have manufactured the artificial turf fields which are the subject matter of this action.
- 7. FUSA, FTI and FTS are collectively referred to herein as “FIELDTURF.” FIELDTURF manufactures and installs artificial turf fields and, at all times relevant hereto, claimed that it had completed more the 2500 such installations

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1 throughout the world. FIELDTURF does not, however, manufacture the fibers  
2 themselves from which it manufactures its fields. At all times relevant hereto,  
3 FIELDTURF exclusively obtained such fibers from a Dutch company known as  
4 TenCate Thiolon (“TenCate”).  
5

6 **STATEMENT OF FACTS**  
7

- 8 8. In 2008, the DISTRICT’s Board of Trustees adopted a facilities master plan for  
9 the DISTRICT’s campuses. One aspect of that plan called for the installation of  
10 synthetic turf fields at the DISTRICT’s campuses of Chaffey, Colony, Los Osos  
11 and Montclair High Schools (collectively, the “Campuses”).
- 12 9. In furtherance of the plan, a committee was appointed to study the various  
13 artificial turf products available on the market and the suppliers of those  
14 products, one of which was FIELDTURF.  
15

16 **FIELDTURF’s Representations and Warranties**

- 17 10. FIELDTURF’s marketing materials touted its products by stating that they were  
18 made from a patented monofilament fiber available only to FIELDTURF, which  
19 it marketed under the trade name of “Fieldturf Duraspine.” FIELDTURF  
20 represented that, because of the use of the Fieldturf Duraspine fiber, its fields  
21 were more durable and had a longer product life than its competitors. In fact,  
22 FIELDTURF assured its potential customers that they would be able to “amortize  
23 the life of [a FIELDTURF] field on a 10+ year basis” and backed up that  
24 representation by offering an eight-year manufacturer’s warranty. FIELDTURF  
25 stated that it could so because it “inspect[ed] all aspects of the product from fiber  
26 to finishing.”
- 27 11. In 2009 and 2010, in reliance upon the representations FIELDTURF had made  
28 concerning its fields, the DISTRICT entered into written contracts with FUSA

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1 through the California Multiple Award Schedule system (the “Contracts”)  
2 whereby FUSA agreed to furnish and install four artificial turf, dual use  
3 football/soccer fields on the Campuses in exchange for a total payment by the  
4 DISTRICT of \$1,823,208.00. A copy of the Contracts is attached hereto as  
5 Exhibit A and incorporated herein by this reference.

6 12. Under the contracts, FUSA agreed to furnish and install artificial turf fields to the  
7 DISTRICT made of the Fieldturf Duraspine monofilament fibers which  
8 FIELDTURF had described at length in its marketing materials.

9 13. In addition to the eight-year warranty described in FIELDTURF’s marketing  
10 materials, FUSA additionally warranted and represented in the contracts, among  
11 other things, that the fields it installed on the Campuses were “free from all  
12 defects in materials and workmanship” and “free from defects in design.”  
13

14 **FIELDTURF’s Lawsuit Against TenCate**

15 14. The representations and warranties which FIELDTURF and FUSA made in the  
16 marketing materials and the contracts were false and FIELDTURF and FUSA  
17 knew they were false, or at the very least, FIELDTURF and FUSA recklessly  
18 disregarded the possibility of their falsehood at the time FUSA entered into the  
19 Contracts with the DISTRICT.

20 15. On March 1, 2011, less than nine months after it finished installing the last of the  
21 fields under the Contracts, FIELDTURF commenced an action against TenCate  
22 in the United States District Court for the Northern District of Georgia bearing  
23 case no. 4:11-CV-50-TWT (the “TenCate Action”). In its complaint in the  
24 TenCate Action, FIELDTURF alleged that from 2005 through March 2011,  
25 TenCate was FIELDTURF’s exclusive supplier of the monofilament fabric which  
26 FIELDTURF marketed under the name of Fieldturf Duraspine. FIELDTURF  
27 further alleged, *inter alia*, that prior to 2007, TenCate changed both the formula  
28 and the process by which it made the Fieldturf Duraspine fiber, rendering the

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1 fiber “less durable,” thereby “increasing the likelihood of premature fiber  
2 degradation under certain conditions” and further, manufactured the fiber without  
3 an “adequate amount of ultraviolet stabilizers required to prevent loss of tensile  
4 strength,” thus exacerbating the fiber’s “premature disintegration during the  
5 warranty period.”

6 16. Importantly, FIELDTURF’s complaint in the TenCate action alleges that during  
7 2009 and 2010, at or prior to the time the DISTRICT entered into the Contracts  
8 with FUSA:

- 9 a. FIELDTURF “received complaints from a significant number of customers  
10 in North America who had purchased...Duraspine fields. Some customers  
11 reported that the fibers on their fields were splitting and shedding during  
12 routine use (e.g., covering player uniforms during sports games and  
13 practices). Other customers reported excessive thinning and fading of the  
14 fibers – especially along white and yellow lines, logos and other field areas  
15 composed of colored yarn. Still other customers reported that large areas of  
16 their fields in all colors had degraded dramatically.”
- 17 b. “In many instances, customers complained that fiber in one tufted row of a  
18 field was failing, while fiber of the same color in an immediately adjacent  
19 tufted row was not failing. The existence of variable degradation rates in  
20 fiber exposed to the same environmental and wear conditions suggested, at  
21 a minimum, that the [TenCate] was not performing in a uniform manner.  
22 Upon information and belief, such a marked variability in performance  
23 means that TenCate had quality control issues in their extrusion processes  
24 that resulted in alterations to what should have been chemically  
25 indistinguishable fibers.”
- 26 c. FIELDTURF representatives including Howard McNeil (Senior Vice  
27 President of Operations) and Brian Waters (Director of Logistics and  
28 Purchasing) reported customer complaints to TenCate.

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17. FIELDTURF did not disclose any of the foregoing to the DISTRICT at, before, or after the time the DISTRICT entered into the Contracts with FUSA.

**The Fields Installed by FUSA Under the Contracts Fail Prematurely**

18. The allegations which FIELDTURF made in the TenCate Action accurately predicted what would happen to the fields installed by FUSA under the Contracts.

19. In 2014, the DISTRICT noticed that the fields installed by FUSA pursuant to the Contracts were failing. The types of failures experienced at the fields included breaking, splitting and thinning of the individual fibers characterized by fibrillation, fiber breakage and pile layover, just as FIELDTURF described in its complaint in the TenCate Action.

**FIELDTURF Fails to Honor Its Warranties and Representations**

20. When the DISTRICT reported the foregoing to FIELDTURF and made claim under the warranties it had issued to the DISTRICT, however, FIELDTURF refused to replace the four fields with fields that complied with the original warranties and representations made by FIELDTURF at no cost to the DISTRICT. Rather, FIELDTURF offered the DISTRICT the Hobson’s choice of accepting replacement fields made with the same defective fibers as the original fields, which would inevitably fail prematurely, or “upgrading” to fields made with fibers which allegedly conformed to FIELDTURF’s and FUSA’s original representations and warranties at an additional cost to the DISTRICT of \$175,000 per field.

21. Rather than subject itself to the false alternatives offered by FIELDTURF, the DISTRICT procured replacement fields from an alternative supplier at a cost of \$1,882,264.78. The DISTRICT now brings this action to seek relief from the actions and inactions of FIELDTURF.

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**FIRST CLAIM**

(Breach of Contract)

22.The DISTRICT incorporates all of the preceding allegations of this complaint as if fully set forth herein.

23.The DISTRICT has performed all of its obligations under the Contracts, except those waived, excused or prevented by the actions or inactions of FIELDTURF.

24.FIELDTURF and FUSA have breached the Contracts by, *inter alia*, furnishing and installing fields which did not conform to the representations and warranties made by FIELDTURF and FUSA, and by failing to replace the defective fields with fields which did conform to such warranties and representations at no cost to the DISTRICT.

25.The DISTRICT has suffered damages as a result of FIELDTURF’s and FUSA’s breaches of the Contracts, which damages are currently estimated to be \$1,882,264.78, plus interest thereon at the statutory rate from and after July 1, 2014.

**SECOND CLAIM**

(Fraud)

26. The DISTRICT incorporates all of the preceding allegations of this complaint as if fully set forth herein.

27.At the times and in the manners set forth in this complaint, FIELDTURF and FUSA made the representations set forth in paragraphs 10 and 13 hereof to the DISTRICT.

28.Those representations were, in fact, false. The true facts were as alleged by FIELDTURF in its complaint in the TenCate Action.

29.In addition to the foregoing, FIELDTURF and FUSA failed to reveal and intentionally suppressed the facts set forth in paragraphs 15 and 16 hereof. The suppression of these facts was likely to mislead the DISTRICT and did in fact

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mislead the DISTRICT in light of the other representations made by FIELDTURF and FUSA concerning their product.

30. When FIELDTURF and FUSA made the representations and withheld the information set forth above, they knew such representations to be false or made them with reckless disregard for their falsity, and with the intention that the DISTRICT rely upon them, or with the expectation that the DISTRICT would act in the manner it did.

31. The DISTRICT, at the time these representations were made by FIELDTURF and FUSA and at the time the DISTRICT entered into and performed the Contracts with FUSA, was ignorant of the falsity of the representations and believed them to be true. In justifiable reliance on these representations, the DISTRICT paid FUSA the sum of \$1,882,264.78. Had the DISTRICT known the actual facts, it would not have taken such action.

32. As a proximate result of the misrepresentations and suppressions of fact by FIELDTURF and FUSA, the DISTRICT has been damaged the sum of \$1,823,208.00, plus interest thereon at the statutory rate.

33. The aforementioned conduct of FIELDTURF and FUSA was an intentional misrepresentation, deceit, or concealment of a material fact known to them with the intention on their part of depriving the DISTRICT of property or legal rights or otherwise causing injury, and was despicable conduct that subjected the DISTRICT to a cruel and unjust hardship in conscious disregard of the DISTRICT's rights, so as to justify an award of exemplary and punitive damages.

**THIRD CLAIM**

(Negligent Misrepresentation)

34. The DISTRICT incorporates all of the preceding allegations of this complaint as if fully set forth herein.



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35. When FIELDTURF and FUSA made the representations set forth in paragraphs 10 and 13 hereof, they had no reasonable grounds for believing them to be true in light of their knowledge of the true facts as set forth in paragraphs 15 and 16 hereof.

36. When FIELDTURF and FUSA made the representations and withheld the information set forth above, they did so with the intention that the DISTRICT rely upon them, or with the expectation that the DISTRICT would act in the manner it did.

37. As a proximate result of the misrepresentations and suppressions of fact by FIELDTURF and FUSA, the DISTRICT has been damaged the sum of \$1,882,264.78, plus interest thereon at the statutory rate.

**FOURTH CLAIM**

(Unfair Competition)

38. The DISTRICT incorporates all of the preceding allegations of this complaint as if fully set forth herein.

39. FIELDTURF's and FUSA's actions as alleged in paragraph 20 hereof are acts of unfair competition within the meaning of California Business and Professions Code Section 17203. The DISTRICT is informed and believes that FIELDTURF and FUSA have responded to similar warranty claims from their other customers in a similar or worse fashion and that FIELDTURF and FUSA will continue to do those acts unless the Court orders them to cease and desist.

40. FIELDTURF and FUSA have failed and refused to accede to the DISTRICT's request for restitution of the sums paid it by the DISTRICT and the DISTRICT is informed and believes and thereon alleges that FIELDTURF and FUSA have likewise refused, and in the future will refuse, to accede to others' requests for refunds.

1 41. The DISTRICT is without any adequate remedy at law; and accordingly, is  
2 entitled to permanent injunctive relief and restitution of all sums paid under the  
3 Contracts, plus interest at the statutory rate.

4 42. The DISTRICT has incurred and, during the pendency of this action, will incur  
5 expenses for attorney's fees and costs herein. Such attorney's fees and costs are  
6 necessary for the prosecution of this action and will result in a benefit to the  
7 public.

8  
9 **FIFTH CLAIM**

10 (False Claims Act)

11 43. The DISTRICT incorporates all of the preceding allegations of this complaint as  
12 if fully set forth herein.

13 44. Each and every invoice submitted by FUSA under the Contracts constitutes a  
14 false claim within the meaning of the California False Claims Act, California  
15 Government Code, §§ 12650, *et seq.*

16 45. Specifically, FUSA knew the fields did not conform to the warranties and  
17 representations made in FIELDTURF's advertising materials and the Contracts  
18 when FUSA submitted the invoices under the Contracts, or FUSA and  
19 FIELDTURF were the beneficiaries of inadvertent false claims at the time such  
20 invoices were submitted and, when FUSA and FIELDTURF discovered the  
21 falsity of the claims as set forth in the complaint in the TenCate Action, FUSA  
22 and FIELDTURF failed to inform the DISTRICT thereof within a reasonable  
23 period of time, all in violation of California Government Code, § 12651, thus  
24 entitling the District to damages in the amount of three times the sums paid on  
25 the invoices submitted under the Contracts, plus civil penalties in the amount of  
26 \$10,000 per invoice, and costs of this action.

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**PRAYER FOR RELIEF**

Wherefore, the DISTRICT prays for judgment as follows:

On the First and Third Claims for Relief:

1. Damages in an amount to be proven at trial, but which are currently estimated to be at least \$1,882,264.78, plus interest thereon at the statutory rate from and after the date of payment by the DISTRICT;
2. Costs of suit; and
3. Such other relief as the Court deems proper.

On the Second Claim for Relief:

1. Damages in an amount to be proven at trial, but which are currently estimated to be at least \$1,882,264.78, plus interest thereon at the statutory rate from and after the date of payment by the DISTRICT;
2. For an award of punitive and exemplary damages sufficient to punish defendants and deter similar future conduct by others;
3. Costs of suit; and
4. Such other relief as the Court deems proper.

On the Fourth Claim for Relief:

1. Restitution of all sums paid under the Contracts in the sum of \$1,823,208.00, plus interest thereon at the statutory rate from and after the date of payment by the DISTRICT;
2. For an order permanently enjoining Defendants from attempting to impose “upgrade” charges in any amount on any warranty claimant or responding to a warranty claim made with respect to any field installed prior to 2011 in any other manner other than a full replacement of that field at no cost to the customer;
3. Attorneys’ fees and costs of suit; and
4. Such other relief as the Court deems proper.

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1 On the Fifth Claim for Relief:

- 2 1. For treble damages in the sum of \$5,469,624.00, plus interest thereon at the
- 3 statutory rate from and after the date of payment of the invoices by the
- 4 DISTRICT;
- 5 2. For civil penalties in the amount of \$10,000.00 per invoice for each invoice
- 6 submitted under the Contracts;
- 7 3. Costs of suit; and
- 8 4. Such other relief as the Court deems proper.

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10 **JURY DEMAND**

11 The DISTRICT demands a trial by jury on the claims for relief in this Complaint.

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13  
14 Dated: February 3, 2016

LINDBORG & MAZOR LLP

15  
16 By: /s/ Peter F. Lindborg  
17 Peter F. Lindborg, Esq.  
18 Attorneys for Plaintiff, CHAFFEY JOINT  
19 UNION HIGH SCHOOL DISTRICT  
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