

EXHIBIT A

AARON RESSLER, on behalf of himself
and all others similarly situated, and John
and Jane Does 1-10, on behalf of
themselves and all others similarly situated,

Plaintiff,

v.

TAMKO BUILDING PRODUCTS, LLC,
and VIERA BUILDERS, INC.,

Defendants.

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
FOR MIAMI- DADE COUNTY,
FLORIDA

CASE NO. _____

CLASS REPRESENTATION

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT FOR DAMAGES AND JURY TRIAL

Plaintiff Aaron Ressler, and John and Jane Does 1-10, by and through undersigned counsel, on behalf of himself and all other persons and entities similarly situated (the “**Class**” or the “**Class Members**”), bring this action against Defendants Tamko Building Products, LLC (“**Tamko**”) and Viera Builders, Inc., a Florida corporation (“**Viera**”), and for this Class Action Complaint allege:

NATURE OF ACTION

1. This is a class action seeking damages, injunctive relief, declaratory relief, attorneys’ fees, and court costs, in connection with defective roof shingles designed, manufactured, marketed, advertised, and sold by Tamko and used in homes sold by Viera, in the State of Florida.

2. At all relevant times, Tamko designed, manufactured, and marketed its Tamko Heritage Series Shingles (the “**Shingles**” or the “**Tamko Shingles**”), and represented, marketed, and sold them as durable, reliable, free from defects, and appropriate for use on Plaintiff’s and Class Members’ homes and residences.

3. At all relevant times, Tamko represents to consumers, including Plaintiff and Class Members, that “TAMKO Building Products LLC is a leading independent manufacturer of residential and commercial building products, founded in 1944. Known as ‘America's Shingle,’ the company specializes in high-performance roofing, including Heritage asphalt shingles.”

4. Contrary to Tamko’s representations regarding its Shingles, the Shingles were and are defective, both at the time they were manufactured and thereafter. In addition, the Shingles are unsafe, unreliable, create hazards, cause damage, and fail to properly protect the homes and residences of Plaintiff and Class Members.

5. Despite such defects and hazards, Tamko has sold and continues to sell the Shingles to the public and to make false representations about them, despite the defects that have caused damage to consumers in Florida.

6. In fact, Tamko represents as recently as the filing of this lawsuit that Heritage shingles are “engineered for enhanced durability and lasting protection....deliver uncompromising performance that homeowners can trust Every Heritage roof is designed to prolong the life of your home, perform reliably through the seasons, and protect with proven materials and technologies. Backed by Tamko’s decades of manufacturing expertise, Heritage shingles deliver both value and peace of mind.” (Tamko website, available at: <https://www.tamko.com/heritage>) (last accessed: May 30, 2026)

7. At all relevant times, Viera sold homes with Tamko Shingles in the State of Florida that are the subject of this action to consumers in Florida, including Plaintiff and Class Members, marketing them as safe, reliable, free from defects, and inhabitable (hereinafter the “**Homes**,” or the “**Home**,” when referring to Plaintiff’s home).

8. At the same time, Viera trades on its reputation of selling safe, defect-free, and

reliable Homes when in fact, Viera's Homes sold with Tamko Shingles include unreliable, unsafe, and defective roofs due to the use of Tamko Shingles in them.

9. As recently as of the filing of this action, Viera represents that "We understand that purchasing a home is one of the biggest investments you'll make Since our founding, we have been dedicated to creating high-quality homes that seamlessly blend innovation, craftsmanship, and timeless design." (Viera website, available at: <https://www.vierabuilders.com/about-viera-builders/>) (last accessed: May 30, 2026)

10. As a result of Tamko's defective Shingles and Viera's defective Homes, Plaintiff and the Class Members have suffered and continue to suffer substantial damages.

INTRODUCTION AND BACKGROUND

11. Tamko, estimated to be a three and a half billion-dollar company, designed, manufactured, supplied, and/or distributed and sold Tamko Shingles throughout the State of Florida. Upon information and belief, Tamko was aware of the Shingles' potential for blistering, degradation, and degranulation but did nothing to correct the defective design or formulation from which these failures stemmed, or the other defects alleged herein.

12. Tamko represented to consumers in Florida, among other things, that the Shingles were free from defects and fit for their ordinary purpose.

13. Tamko has represented that its Shingles would have a useful life of at least 30 years.

14. Tamko made these representations in sales brochures and marketing materials made available by Tamko across the State of Florida and accessible from within the State of Florida.

15. Viera also made false representations to consumers in Florida, including to Plaintiff

and other Class Members, about Viera's Homes being free from defects.

16. Viera repeated these representations to consumers in Florida, including Plaintiff and Class Members, to induce them to buy the Homes that are a subject of this lawsuit.

17. Viera also made material omissions to consumers in Florida, including Plaintiff and Class Members, regarding the roofs of the Home being free from defects.

18. Plaintiff and the Class Members relied upon these (mis)representations and omissions concerning the defect-free nature of the subject Homes, including the roof, when deciding whether to purchase the Homes.

19. These (mis)representations and omissions formed a material aspect of the basis of the bargain when Plaintiff and the Class Members purchased Homes from Viera.

20. In addition, Tamko and Viera represented that the Shingles and Homes in which the Shingles were installed conformed to all applicable building codes and industry standards, including those in the State of Florida. This conformity was also a part of the basis of the bargain when Plaintiff and the Class members purchased the Homes.

21. Upon information and belief, Tamko discovered that its Shingles contained defects that cause the Shingles to blister, crack, split, and suffer from early and excessive granule loss, increased moisture absorption, and reduced life expectancy.

22. Upon information and belief, Tamko discovered that it was using less than the required amount of asphalt in its Shingles, reducing the strength of the Shingles and resulting in premature cracking, breaking, and degradation of the Shingles.

23. In addition, the Shingles are defectively designed and manufactured resulting in their premature failure, causing damage to Plaintiff and Class Members. Specifically, a defect in the Shingles' design and manufacture permits blisters and cracks to occur because Tamko designed

the Shingles to be manufactured with less than the required amount of asphalt and in a manner that permits moisture intrusion, creating gas bubbles and blistering and cracking.

24. Tamko knew or should have known that the applicable building codes in effect include industry standard conformance requirements for shingles within those jurisdictions.

25. Tamko knew or should have known that its Shingles did not satisfy industry standards and building codes adopted throughout the State of Florida.

26. Tamko also knew or should have known that its Shingles were defective in design and would not perform in accordance with the advertisements and marketing materials it disseminated, or with the reasonable expectations of ordinary consumers in Florida, including Plaintiff and the Class Members.

27. Indeed, because the Shingles blister and crack, resulting in early and excessive granule loss and diminished life expectancy, the Shingles are neither durable nor suitable for use as a building product to be installed on Plaintiff's and Class Members' Homes.

28. Due to the defective nature of the Shingles on the Homes sold by Viera, the Viera Homes are not free from defects.

29. The defective condition of the Shingles is common among Plaintiff and the Class Members' Homes because the Shingles fail to satisfy the industry standard conformance requirements and building codes adopted throughout the State of Florida.

30. Thus, Tamko Shingles have not met Tamko's representations, industry standards, or reasonable consumer expectations.

31. The Viera Homes have also not met Viera's representations, industry standards, building codes, or reasonable consumer expectations. Viera knew or should have reasonably known about the defective condition of the Tamko Shingles, and therefore of the defective condition of the

roofs of the Homes, at the time they sold the Viera Homes.

32. The existence or causes of these defects are not readily recognizable by ordinary consumers such as Plaintiff or Class Members.

33. Moreover, the defects are hidden by components or finishes, are latent in nature, and are defects that require special knowledge or training to ascertain and determine the nature and causes of the defects.

34. All conditions precedent to the bringing of this action have occurred, have been performed, satisfied or otherwise excused.

35. Plaintiff has retained the undersigned counsel and has agreed that they are due a reasonable fee for their successful work in this action.

PARTIES

Plaintiff Aaron Ressler

36. Plaintiff Aaron Ressler is a citizen and resident of the State of Florida and owns the Florida Home at issue in this action.

37. Mr. Ressler's Home has Tamko Shingles that were installed when Mr. Ressler purchased the Home from Defendant Viera.

38. Prior to purchase, Mr. Ressler relied on Viera's representations concerning the quality and durability of the roof and the Tamko Shingles—including that the Shingles would be free from defects for 30 years, conformed to all applicable industry standards and applicable building codes, and were durable and reliable and would perform appropriately when exposed to weather conditions in Florida.

39. Mr. Ressler discovered that that the Shingles on his Home were cracking, blistering, prematurely failing, and experiencing discoloration and granule loss.

40. At about the same time that Mr. Ressler realized the defects with the Shingles, Mr.

Ressler and his family began renting a home in Miami-Dade County, Florida.

41. Accordingly, Mr. Ressler incurred damages relating to this action in Miami-Dade County, Florida.

42. Mr. Ressler has attempted to alert Tamko and Viera regarding defects in the Shingles and Home and seek compensation for those defects.

43. Both Tamko and Viera have failed and refused to provide any compensation to Plaintiff.

44. At no time did Mr. Ressler ever sign or enter into any class action waiver, jury waiver, or arbitration agreement with either Defendant regarding the claims in this lawsuit.

Defendant Tamko Building Products, Inc.

45. Defendant Tamko Building Products, Inc. is a Delaware corporation with its principal place of business in the State of Kansas, with a mailing address at 198 Four States Dr., P.O. Box 97, Galena, KS 66739.

46. Throughout the State of Florida, Tamko holds itself out to both the construction industry and the public at large as being knowledgeable in the design and manufacture of roofing products and as a provider of quality roofing products, including the Shingles that are the subject of this litigation.

47. In its marketing materials distributed in and accessible from the State of Florida, Tamko claims to be “dedicated to delivering strength, beauty, and performance in every roof through industry-leading quality and innovation” (Tamko website, <https://www.tamko.com/>) (last accessed: May 30, 2026).

Defendant Viera Builders, Inc.

48. Defendant Viera Builders, Inc. is a Florida corporation with multiple business

addresses and places of business across the State of Florida. Throughout Florida, Viera holds itself out as being knowledgeable in the design and manufacture of homes and as a provider of quality residential Homes that are the subject of this instant litigation.

49. In its marketing materials distributed in and accessible from Florida, Viera claims that “A quality home reflects the sum of its parts. Viera Builders partners with the best in the industry for building materials, supplies, and finishes. Nothing goes into your home until it passes our intense scrutiny! [And specifically referring to Tamko products:] Add the finishing touch with a roof that combines aesthetic excellence with long-term value.” (Viera website, <https://www.vierabuilders.com/products/>) (last accessed: May 30, 2026).

JURISDICTION AND VENUE

50. This court has subject matter jurisdiction over this case because it is an action for damages in excess of \$50,000.00, exclusive of interest, attorneys' fees, and costs, and because Plaintiff is seeking injunctive and declaratory relief to end the sale of defective Homes by Viera and of defective Shingles by Tamko. Plaintiff is also seeking court costs and attorney's fees and may seek to amend his claims to seek punitive damages.

51. This action meets the jurisdiction requirement of the Circuit Court pursuant to Florida Statutes § 34.01. This Court has personal jurisdiction over Viera because it is a Florida corporation with its principal place of business in Florida; because it conducts business within the State of Florida; and because the damage alleged herein occurred in the State of Florida.

52. This Court has personal jurisdiction over Tamko because Tamko conducted systematic and continuous business activities in and throughout the State of Florida by selling and distributing the Shingles throughout the State of Florida, and otherwise intentionally availed itself

of Florida markets through the promotion and marketing of their business, including the sale of the products at issue in this litigation.

53. This Court has personal jurisdiction over both Defendants, including pursuant to Florida Statute §48.193(1)(a), because: (a) Plaintiff is and at all times relevant to this lawsuit has been domiciled with the intent to remain in the State of Florida; (b) the causes of actions alleged herein arose from Defendants' false advertising, misrepresentations, and omissions causing damages to Plaintiff in Florida; (c) the causes of action alleged herein arose from false advertising that the Defendants caused to be accessible from and in the State of Florida; (d) the causes of action alleged herein arose from the sale of defective Homes to Plaintiff and Class Members in the State of Florida; (e) the damages, costs, and fees complained of in this action have and continue to accrue in Florida; (f) the conduct that gives rise to the claims alleged herein occurred in the State of Florida; (g) Defendants sent and/or caused to be sent communications to Plaintiff and Class Members in the State of Florida; (h) Defendants have obtained certificates of authority from the Florida Department of State, Division of Corporations to transact business in the State of Florida or are otherwise authorized to transact business in the State of Florida; and (i) the volume of business transacted by Defendants in the State of Florida qualify Defendants as "operating, conducting, engaging in, or carrying on a business or business venture in this state or having an office or agency in this state [Florida]." Fla. Stat. §48.193(1)(a)(1).

54. This Court has personal jurisdiction over both Defendants pursuant to Florida Statute §48.193 because, among other things, they conduct substantial and not isolated business activities in this State, and engage in business ventures in this State.

55. In addition, Defendants Tamko and Viera are also both subject to personal jurisdiction in this Court because they have availed themselves to be haled into a Florida court

because they have committed torts in the State of Florida and/or engaged in activities outside the State of Florida which injured persons or property in the State of Florida. In addition to purposefully availing themselves of the benefits of doing business in Florida by marketing and selling products and/or Homes in this State, Defendants Tamko and Viera seek to, and in fact do, derive profits from the businesses they establish in the State of Florida. In addition, Florida consumers, including Plaintiff and Class Members, can access both Defendants' websites while in Florida.

56. As it relates to the sale of the Shingles, Viera is Tamko's agent and Tamko is therefore responsible for Viera's conduct and actions within the scope of their agency. Accordingly, all of Viera's improper conduct alleged herein is imputed to Tamko, and thus Viera and Tamko are jointly and severally liable for the actions, conduct, and damages caused by Viera.

57. Venue is proper in Miami-Dade County, Florida, because a substantial portion of the damages giving rise to the claims asserted occurred in Miami-Dade County, Florida and the Plaintiff has incurred damages in Miami-Dade County, Florida.

58. Tamko conducts substantial business in Florida, including the sale and distribution of the Tamko Shingles. Viera conducts substantial business in Florida, including the sale of the Homes in Florida. Each Defendant has sufficient contacts with Florida, including availing themselves of the laws and markets of Florida and doing business in Florida, so as to permit this Court's jurisdiction over them.

59. Tamko and Viera have benefitted from Florida's laws and profited from Florida commerce in the marketing, distributing, promoting, and selling the Shingles and Homes to consumers and purchasers throughout Florida.

CLASS REPRESENTATION ALLEGATIONS

60. Plaintiff brings this action on behalf of himself and a class of all other similarly situated persons, as follows:

All persons that have purchased Homes from Viera in the State of Florida and that currently own such Homes on which Tanko Shingles were installed at the time of sale and that remain on the Homes, within the statutory period(s).

Excluded from the Class is: (a) any judge or judicial officer presiding over this action and members of their families; (b) Tamko and any entity in which Tamko has a controlling interest or which has a controlling interest in Tamko, and the legal representatives, assigns, and successors of Tamko; (c) Viera and any entity in which Viera has a controlling interest or which has a controlling interest in Viera, and the legal representatives, assigns, and successors of Viera; and (c) all persons who properly execute and file a timely request for exclusion from the Class.

61. *Numerosity:* The Class is composed of a thousand or more persons located in the State of Florida, the joinder of whom in one action is impractical. Moreover, upon information and belief, the Class is ascertainable and identifiable from Tamko and Viera's records or identifying marks on the Shingles.

62. *Commonality:* The critical questions of law and fact common to Plaintiff and the Class that will materially advance the litigation is whether the Shingles and Homes are defective and malfunction, contrary to the expectations imparted by Tamko and Viera through their representations and omissions.

63. The claims alleged are maintainable under Rule 1.220(b)(1) and (2) because the prosecution of separate claims by individual members of the class would create a risk of either: (a) inconsistent or varying adjudications concerning individual members of the class which would establish incompatible standards of conduct for the party opposing the class; (b) adjudications

concerning individual members of the class would, as a practical matter, be dispositive of the interests of other members of the class who are not parties to the adjudications, or substantially impair or impede the ability of other members of the class who are not parties to the adjudications to protect their interests; or (c) Tamko and Viera have acted or refused to act on grounds generally applicable to all the members of the class, thereby making final injunctive relief or declaratory relief concerning the class as a whole appropriate.

64. Furthermore, questions of law and fact common to the claims of the representative Plaintiff and to each member of the class predominate over any questions affecting only individual members of the Class, and class representation is superior to other available methods for the fair and efficient adjudication of the controversy.

65. Common questions of law and fact include:

- a. Whether the Shingles have not or will not perform in accordance with the reasonable expectations of ordinary consumers;
- b. Whether the Shingles conform to applicable building code and/or relevant standards;
- c. Whether the Shingles are defective;
- d. Whether Tamko knew or should have known of the defects;
- e. Whether Tamko concealed the defects in the Shingles and/or failed to disclose to consumers the defects;
- f. Whether Tamko committed unfair and/or deceptive acts in connection with the sale and marketing of the Shingles;
- g. Whether Tamko misrepresented the qualities of the Shingles;
- h. Whether Tamko failed to warn of potential defects in the Shingles or omitted critical information regarding the Shingles' defects in its marketing, sales, and/or installation materials;
- i. Whether the Homes have defective roofs as a result of the Shingles;
- j. Whether Viera knew or should have known of the defects;

- k. Whether Viera concealed the defects in the Shingles when selling the Homes and/or failed to disclose to consumers the defects;
- l. Whether Viera committed unfair and/or deceptive acts regarding the Shingles in the sale of the Homes;
- m. Whether Viera misrepresented the qualities of the Shingles or the roofs on the Homes;
- n. Whether Viera failed to warn of potential defects in the Shingles or the roofs on the Homes, or omitted critical information regarding the Shingles' defects in its marketing, sales, and/or installation materials; and
- o. Whether Plaintiff and the Class are entitled to compensatory damages, including, among other things: (i) compensation for all out-of-pocket monies they will need to expend for replacement and/or repair of the Shingles and related installation costs; and/or (ii) the failure of consideration in connection with and/or difference in value arising out of the variance between the Shingles as represented and the Shingles containing the defects.

66. *Typicality:* Plaintiff's claims are typical of the claims of the Class members, as all such claims arise out of Tamko conduct in designing, manufacturing, marketing, advertising of the defective Shingles and Viera's selling the defective Homes; and Tamko and Viera's conduct in concealing the defects in the Shingles and Homes to owners, contractors, developers, suppliers, and Plaintiff and Class Members.

67. *Adequate Representation:* Plaintiff can and will fairly and adequately protect the interests of the Class members, has no interests antagonistic to those of the Class, his interests are common to, and coincident with, those of all absent class members, nor are his claims subject to any unique defenses. By proving his individual claims, Plaintiff will necessarily prove the claims of the putative Class and prove Defendants' liability to the Class Members. Plaintiff has no known conflicts of interest with any members of the prospective class.

68. Plaintiff has retained counsel experienced in the prosecution of complex class actions, including but not limited to consumer class actions involving unfair and deceptive trade

practices, false advertising, disseminating false representations, product liability, construction defects, and product design defects.

69. Plaintiff's counsel has adequate financial resources to ensure that the interests of the prospective class will not be harmed.

70. If appointed class representative, Plaintiff is aware of, and is committed to, faithfully uphold his fiduciary duties to absent class members. Plaintiff and his counsel are committed to the vigorous prosecution of this action and will allocate the appropriate time and resources to ensure that the class is fairly represented.

71. *Predominance and Superiority*: This class action is appropriate for certification because questions of law and fact common to the Class Members predominate over questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual joinder of all Class Members is impracticable. Should individual Class Members be required to bring separate actions, this Court and/or courts throughout the State of Florida would be confronted with a multiplicity of lawsuits burdening the court system while also creating the risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-case basis, in which inconsistent results will magnify the delay and expense to all parties and the court system, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale, and comprehensive supervision by a single court.

COMMON FACTUAL ALLEGATIONS

Design and Manufacture of the Tamko Shingles

72. Tamko represents to the general public, including Plaintiff, Class Members, and their agents, builders, contractors, and suppliers, in documents generally available to the

public, that its Shingles are durable, reliable, and will have a useful life of at least 30 years. Tamko also represents that the Shingles meet industry accepted building codes and industry standards. Tamko makes these representations before purchase and at the time of purchase via sales brochures, marketing materials (including but not limited to online advertisements, store displays, sales seminars, and training materials), and on information contained with the sale of the Shingles.

73. Tamko also markets and represents that its Shingles are “engineered for enhanced durability and lasting protection.” (Tamko website, available at: <https://www.tamko.com/heritage>) (last accessed: May 30, 2026).

74. Tamko’s statements directly contradict the experiences of Plaintiff and the Class Members and are a substantial misrepresentations of material facts.

75. Tamko also represents that its Shingles conform to applicable industry standards and building codes adopted by the State of Florida; however, the Shingles do not conform to these representations.

76. In order to comply with the applicable building codes and industry standards, asphalt shingles are manufactured from a rolled glass fiber felt that is impregnated and coated with an asphaltic material. The asphaltic material used to impregnate, laminate, and coat the glass felt is permitted to be compounded with a mineral stabilizer. Glass fibers are permitted to be compounded with the asphalt in addition to, or instead of, the mineral stabilizer. The bottom side of the Shingles is required to be covered with a suitable material, such as pulverized sand, talc, or mica to prevent the shingles from sticking together in the package.

77. The weather surface of the Shingles is to be uniform in finish and may be embossed to simulate a grainy texture. Mineral granules are to cover the entire surface and shall be firmly embedded in the asphalt coating. The granules may project into the mat to a limited

degree.

78. The finished Shingles are required to be free of visible defects, such as holes, edges, blisters, cracks, and indentations and should not have excessive moisture.

79. On information and belief, the Tamko Shingles were manufactured with less asphalt than is required by the applicable industry standards, resulting in excessive surface loss and granule loss. Because Tamko Shingles were created with less asphalt than necessary, the Shingles also have far lower tear strength, and are therefore particularly prone to cracking and splitting and do not comply with applicable industry standards and Florida building codes.

80. Due to the defects in Tamko's design and manufacture of the Shingles, the Shingles do not conform to Tamko's express representations and do not conform to the applicable building codes or industry standards.

Tamko's Refusal to Notify Customers of the Shingles' Defect and Failures.

81. Tamko has received numerous complaints alleging the same defects that are the subject of this class action.

82. Though it has received complaints from consumers such as Plaintiff and other Class Members regarding defects in the Shingles, Tamko has refused to convey effective notice to consumers concerning those defects and has refused to make Plaintiff and other Class Members whole from the damage caused by the Shingles' defects.

83. The damages suffered by Plaintiff and the Class are a foreseeable result of Tamko's design and manufacture of a product with the defects alleged herein. Likewise, the manufacturing, production, marketing, distribution, and sale of the defective Shingles are in the complete control of Tamko, and, thus, the defects were foreseeable to Tamko.

84. Tamko has received and continues to receive numerous complaints and claims

within the State of Florida regarding the failure of the Shingles, and thus Tamko knew or should have known that its product was and is defective.

85. Tamko failed to take steps to notify Plaintiff and the Class Members of the defects in its Shingles. Furthermore, Tamko has failed to take steps to adequately compensate Plaintiff and the Classes in order to make them whole for the damages they have suffered and continue to suffer as a result of the defective Shingles.

86. As a result of the defects and failures alleged herein, Plaintiff and the Class Members have suffered actual damages. The Shingles on their homes have and will continue to fail prematurely compared Tamko's assertions and reasonable consumer expectations resulting from them, resulting in and requiring Plaintiff and the Class Members to expend large sums of money to repair the damage caused by the defective Shingles and to prevent such damage from continuing.

87. At all relevant times, Tamko had a duty to disclose to Plaintiff and the Class that its Shingles were and are defective, prone to foreseeable and uniform problems such as those described herein, and otherwise flawed in design such that the Shingles are not reasonably suitable for use as an exterior building material.

88. Because the defects in the Shingles are latent and not immediately detectable, Plaintiff and the Class Members were not reasonably able to discover their Shingles were defective until after the purchase of the Homes from Viera, even with the exercise of due diligence.

89. The Shingles designed, manufactured, produced, marketed, and sold by Tamko are defectively designed and manufactured such that they fail prematurely, causing damage to the property of Plaintiff and Class members, forcing them to repair or replace the Shingles sooner than promised and/or reasonably expected.

90. Plaintiff seeks to recover for themselves and the Class Members the costs of repairing the damage to their property caused by installation of the Shingles and replacing their Shingles. They also seek injunctive relief requiring Tamko to acknowledge and provide notice of the defects and to replace the defective Shingles.

Design and Manufacture of the Viera Homes

91. Viera represents to Plaintiff, Class Members, and their agents, in documents generally available to the public in the State of Florida, that its Homes are durable, reliable, and free from defects. Viera also represents that the Homes meet Florida building codes and industry standards. Viera makes these representations before purchase of its Homes and at the time of purchase via sales brochures and other marketing materials (including but not limited to online advertisements).

92. Viera also markets and represents that it is “a leader in the home building industry...we have been dedicated to creating high-quality homes.” (Viera website, available at: <https://www.vierabuilders.com/about-viera-builders>) (last accessed: May 30, 2026).

93. These statements directly contradict the experiences of Plaintiff and the Class and amount to misrepresentations of material facts.

94. Viera also represents that its Homes conform to industry standards and Florida building codes; however, the Homes do not conform to these representations.

95. In order to comply with the applicable building codes and industry standards represented by Viera, Viera would need to use a wholly different shingle and/or roof material in the Homes.

96. The finished roofs of the Homes are required to be free of defects such as holes, edges, blisters, cracks, and indentations and should not have excessive moisture.

97. Tamko Shingles used on the Viera Homes were manufactured with less asphalt than is required by the applicable industry standards, resulting in excessive surfacing loss and granule loss. Because the Shingles were created with less asphalt than necessary, the Shingles also have far lower tear strength, and accordingly are particularly prone to cracking and splitting and do not comply with applicable industry standards and building codes.

Viera's Failure to Notify Customers of the Homes' Defects and Failures

98. Due to the defect in Tamko's design and manufacture of the Shingles used in the Homes, the Shingles and Homes do not conform to Viera's representations and do not conform to applicable building codes or industry standards.

99. Viera has received numerous complaints regarding the same design and/or manufacturing defects in the Homes that are the subject of this class action.

100. Though it has received complaints from consumers such as Plaintiff and other Class Members regarding the defects in design and manufacturing of the Shingles used in the Homes and of the Homes, Viera has refused to convey effective notice to consumers in Florida, including Plaintiff and Class Members, concerning these defects and has refused to fully repair the damage caused by the Homes' premature failure(s).

101. The damages suffered by Plaintiff and the Class were and are a foreseeable result of the Homes' design and manufacture of a product with the defects alleged herein. Likewise, the marketing, distribution, and sale of the defective Homes are in the control of Viera, and, thus, the defects were foreseeable to Viera.

102. Viera has received and continues to receive numerous complaints and claims from property owners and their agents, including Plaintiff and Class Members within the State of Florida, regarding the Shingles used in the Homes, and Viera thus knew or should have known

that its Homes were and are defective.

103. Viera failed to take steps to notify Plaintiff and the Class Members of the defects in its Homes. Furthermore, Viera has failed to take steps to adequately compensate Plaintiff and the Class in order to make them whole for the damages they have suffered and continue to suffer as a result of the defective Homes.

104. As a result of the defects and failures alleged herein, Plaintiff and the Class Members have suffered actual damages. The Homes have and will continue to fail prematurely as a result of the defective Shingles compared to Viera's assertions and reasonable consumer expectations, resulting in damages to Plaintiff and the Class Members.

105. At all relevant times, Viera had a duty to disclose to Plaintiff and the Class that its Homes were and are defective, prone to foreseeable and uniform problems such as those described herein, and otherwise inherently flawed in design such that the Homes are not reasonably suitable for use as they were sold and marketed by Viera.

106. Because the defects in the Homes are latent and not detectable until the defects manifest themselves, Plaintiff and the Class Members were not reasonably able to discover their Homes were defective until after purchase of the Homes from Viera.

107. The Homes designed, manufactured, produced, marketed, and sold by Viera are defectively designed and manufactured as a result of the use of the defective Shingles, such that they fail prematurely, causing damage to the property of Plaintiff and Class Members. Plaintiff seeks to recover for himself and the Class Members the costs of repairing the damage to their property as a result of the defective Shingles, or appropriate compensation for purchasing a Home with defective Shingles. Plaintiff also seeks for himself and the putative Class Members injunctive relief requiring Viera to acknowledge and provide notice of the defects and to inspect and replace

the defective Shingles used in the Homes.

ESTOPPEL FROM PLEADING STATUTE OF LIMITATIONS

108. This action has been filed within all applicable limitation periods from the date of initial use or consumption of the Shingles. Alternatively, Plaintiff is within the applicable statute of limitations for the claims alleged because they did not discover the defects and could not reasonably have discovered the defects within the periods set forth in the applicable statutes of limitations.

109. Tamko and Viera are estopped from relying on any statutes of limitation or repose by virtue of their acts of fraudulent concealment and omission, which include Tamko and Viera's intentional concealment from Plaintiff, the Class, and the general public that their Shingles and Homes were and are defective, while continually marketing the Shingles and Homes as a durable and suitable product.

110. Tamko and Viera had a duty to disclose that their Shingles and Homes were defective, unreliable, and inherently flawed in design and/or manufacture.

111. Plaintiff and the Class had no knowledge of, and no reasonable way of discovering, the latent defects found in the Tamko Shingles and Homes at the time they purchased the Homes on which the Shingles were installed.

112. Tamko and Viera did not notify, inform, or disclose to Plaintiff and the Class Members the defects in the Shingles.

113. Furthermore, Tamko and Viera's representatives have misrepresented to Plaintiff and Class Members that the damages they observed in the Shingles were not the result of manufacturing defects. Statements such as these constitute an active effort by Tamko and Viera to conceal and misrepresent the true cause of the damage and hide the fact that the Shingles and

Homes are defective. The Shingles will not confirm to their useful life as represented by Tanko.

114. Because Tamko and Viera failed in their duty to notify Plaintiff and Class Members that the Shingles and Homes were defective and actively attempted to conceal this fact, the statute of limitations should be tolled on claims of the Plaintiff and the Class Members.

COUNT I
VIOLATION OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES
ACT

115. Plaintiff, individually and on behalf of all others similarly situated, adopts and incorporates by reference the allegations of paragraphs 1 - 114 as though fully set forth herein.

116. This cause of action is brought pursuant to the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201 *et seq.* (hereinafter "FDUTPA"). The stated purpose of this Act is to "protect the consuming public...from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce." *Id.* §501.202(2).

117. Plaintiff and all Class Members are "consumers," and the transactions at issue in this Complaint constitute "trade or commerce," as defined by FDUTPA. *See id.* § 501.203(7)-(8). FDUTPA declares unlawful "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce." *Id.* § 501.204(1).

118. Tamko and Viera violated FDUTPA by engaging in the conduct alleged herein, which constitutes unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.

119. In violation of FDUTPA, Defendants employed fraud, deception, false promise, misrepresentation, and the knowing concealment, suppression, or omission of material facts in its

sale and advertisement of the Shingles and Homes in the State of Florida.

120. Tamko and Viera engaged in concealment, suppression, or omission in violation of the FDUTPA when they sold and advertised the Shingles and Homes knowing that the Shingles and Homes possessed defects that would result in cracking, blistering, granule loss, and premature failure, and that the Shingles and Homes did not conform to applicable industry standards and building codes.

121. Tamko and Viera engaged in the concealment, suppression, or omission of the aforementioned material facts with the intent that others, such as Plaintiff, Class Members, their builders/contractors, and/or the general public would rely upon the concealment, suppression, or omission of such material facts and purchase Tamko Shingles and the Homes containing said design defect and misrepresented qualities.

122. Plaintiff and Class Members would not have purchased the Homes had they known or been informed of the material defects in the Shingles and Homes that Defendants failed to disclose.

123. Tamko and Viera's concealment, suppression, or omission of material facts constitutes unfair, deceptive and fraudulent business practices within the meaning of the FDUTPA.

124. Tamko and Viera have acted unfairly and deceptively by misrepresenting the quality of the Shingles and Homes. Tamko and Viera either knew or should have known that the Shingles and Homes were defectively designed and/or manufactured and that the Shingles would blister, crack, and prematurely fail, which would result in significant damage and loss to Plaintiff and the Class Members.

125. Upon information and belief, Tamko and Viera knew that the Shingles and the

Homes, at the time they left their control and/or were sold, contained the defects alleged herein resulting in blistering, cracking, granule loss, and premature failure. These defects reduced the effectiveness and performance of the Shingles and Homes, rendered the Shingles and Homes unable to perform the ordinary purposes for which they were used, and caused the damage alleged herein.

126. As a direct and proximate result of the FDUTPA violations alleged above, Plaintiff and the Class Members have been injured in that they have purchased the defective Shingles, or purchased Homes with the defective Shingles, based on the nondisclosures of material facts alleged herein. Had the Plaintiff and Class Members known the defective nature of the Shingles and Homes, they would not have purchased or would not have paid what they did pay for their Homes.

127. Tamko and Viera used unfair methods of competition and unfair or deceptive acts or practices in conducting its businesses. Tamko and Viera continue in this unlawful conduct, with no indication that it will cease.

128. Tamko and Viera's actions in connection with the manufacturing, distributing, design, marketing, and sale of Shingles and Homes evidence a lack of good faith, honesty in fact, and observance of fair dealing, so as to constitute unconscionable commercial practices in violation of the FDUTPA.

129. Tamko and Viera acted willfully, knowingly, intentionally, unconscionably, and with reckless indifference when they committed these acts of consumer fraud.

130. Said acts and practices on the part of Tamko and Viera were and are illegal and unlawful pursuant to Florida Statutes § 501.204.

131. Defendants Tamko and Tamko acted jointly and severally in this action.

132. As a direct and proximate result of Defendants' FDUTPA violations, Plaintiff and the Class Members have been injured and are entitled to compensatory damages, including but not limited to the difference in value between the Shingles and Hoomes as delivered and sold and as they should have been delivered and sold without the defective shingles, as well as equitable and injunctive relief to stop Defendants from engaging in the unfair and deceptive trade practices alleged herein, costs, and reasonable attorney's fees.

COUNT II
STRICT PRODUCTS LIABILITY
DESIGN DEFECT, MANUFACTURING DEFECT, AND FAILURE TO WARN

133. Plaintiff, individually and on behalf of all others similarly situated, adopts and incorporates by reference the allegations of paragraphs 1 - 114 as though fully set forth herein.

134. At all relevant times, Tamko and Viera were engaged in the design, manufacture, and sale of the Shingles, and of Homes, respectively.

135. Tamko and Viera breached their duty because the Shingles and Homes, at the time they were sold, were defectively designed by Tamko and known to Viera to be defectively designed and posed a substantial likelihood of harm including the risk of blistering, early granule loss, wear pits, increased moisture absorption, premature failure, reduced life expectancy, and premature deterioration.

136. Knowing of the design defects as Tamko did, a reasonable manufacturer would conclude that the utility of the product did not outweigh the risk inherent in marketing a product designed in that manner.

137. Knowing of the Shingles' design defects as Viera did, a reasonable seller of homes would or reasonably should have concluded that the utility of the sale of the homes with defective roofs did not outweigh the risk inherent in selling a home with a defective roof.

138. Because Tamko defectively designed and sold the Shingles as part of its distribution of the Shingles, and Viera sold the Homes with defective Shingles, both Defendants caused damage to Plaintiff and Class Members at the time Tamko and Viera sold the Shingles and Homes, respectively, for their intended use on customers' homes and as move-in ready Homes.

139. Feasible alternatives existed to make the Shingles and Homes safer and conform to their intended use at the time of design. Tamko and Viera were knowledgeable about the Shingles and the Homes, and were aware that feasible alternatives existed that would have maintained the usefulness of the shingles and homes they sold and eliminate the aforementioned harm.

140. The defectively designed Shingles and Homes reached consumers in the State of Florida without substantial or significant changes in the condition from when Tamko manufactured and Viera sold them. Tamko and Viera knew that the Shingles would reach consumers without such substantial or significant change.

141. The defective Shingles and Homes caused damage to the Plaintiff and to the putative Class.

142. The injuries caused to Plaintiff and the putative Class as a result of the defective Shingles and Homes could and should have been reasonably foreseen by Tamko and Viera.

143. As a proximate result of Tamko's defective design of the Shingles, and Viera's sale of Homes with defective roofs, Plaintiff and the putative Class Members have been, are, and will continued to be damaged in an amount to be determined at trial.

144. Defendants Tamko and Tamko acted jointly and severally.

145. Plaintiff, on behalf of himself and all others similarly situated, demand judgment against Tamko and Viera for compensatory damages for each Class Member and for the

establishment of the common fund, plus attorney's fees, interest and costs.

COUNT III

NEGLIGENCE/NEGLIGENT DESIGN/NEGLIGENCE *PER SE*

146. Plaintiff, individually and on behalf of all others similarly situated, adopt and incorporate by reference the allegations of paragraphs 1 - 114 as though fully set forth herein.

147. At all times material hereto, Tamko designed and manufactured the defendants' Shingles and Viera sold Homes with defective roofs.

148. Tamko and Viera had a duty to Plaintiff and the Class Members to exercise reasonable and ordinary care in the formulation, testing, design, manufacture, marketing, and sale of the Shingles and Homes, either through their own testing or by verifying third-party test results, or not selling defective Shingles or the Homes.

149. Tamko and Viera had a duty to Plaintiff and to the Class Members to ensure that the Shingles and Homes, respectively, complied with among others, the Florida Building Code.

150. Tamko and Viera breached their duties by producing and selling a defective product and Homes, respectively, to Plaintiff and the Class Members that did not comply with the Florida Building Code.

151. Tamko and Viera, respectively, failed to exercise ordinary and reasonable care in the design and manufacture of the Shingles and in the sale of the Homes.

152. Tamko defective Shingles and Viera's defective Homes are defective in numerous ways, including blistering, cracking, splitting, early granule loss, wear pits, increased moisture absorption, premature failure, wind loss, or reduced life expectancy of the Shingles.

153. Tamko and Viera, respectively, further breached their duties by failing to notify Plaintiff and the Class Members of the defects in the Shingles and Homes they were

purchasing and by failing to take any remedial action once Tamko and Viera were on notice that its Shingles and Homes were defective.

154. Tamko and Viera knew or should have known that the Shingles and the roofs on the Homes were defective, would fail prematurely, were not suitable for use as an exterior shingle product, and otherwise were not as they represented, and Tamko and Viera should have foreseen that Plaintiff and Class Members would rely to their detriment on their marketing claims concerning the Shingles and the Homes' long-term durability.

155. As a direct and proximate cause of Tamko and Viera's negligence, Plaintiff and the Class Members have suffered actual damages in that they purchased and installed on their structures, or purchased Homes on which were installed, an exterior Shingle product that is defective and fails prematurely due to blistering, early granule loss, wear pits, premature failure, reduced life expectancy, moisture penetration, and other inherent defects. On information and belief, the defects have caused damage to Plaintiff and Class Members' Home, Homes and structures, as well as to the Shingles and Homes themselves.

156. Defendants Tamko and Tamko acted jointly and severally in this action.

157. These failures have caused and will continue to proximately cause Plaintiff and the Class to incur expenses repairing or replacing their Shingles and Homes as well as the resultant progressive property damage.

COUNT IV
NEGLIGENT MISREPRESENTATION

158. Plaintiff, individually and on behalf of all others similarly situated, adopts and incorporates by reference the allegations of paragraphs 1 - 114 as though fully set forth herein.

159. Tamko and Viera represented that the Shingles and Homes conformed to all applicable building codes and industry standards and that the Shingles and Homes would be free

from defects. Tamko and Viera marketed, advertised and sold the Shingles and Homes without adequate testing and without warning to Plaintiff and to the Class that they had not adequately tested the Shingles and Homes or that the Shingles and Homes were defective.

160. These misrepresentations and omissions concerned material facts that influenced Plaintiff and the Class Members in their decisions to purchase the Shingles or their Homes on which the Shingles were installed.

161. Tamko and Viera intended their misrepresentations and omissions would reach Plaintiff and other Class Members, and intended that the recipients act upon them by purchasing the Shingles and/or Homes.

162. Tamko and Viera, at the time they made these representations, knew or should have known that these representations were false or were made without knowledge of their truth or falsity.

163. Plaintiff and Class Members justifiably and detrimentally relied on these representations and, as a proximate result thereof, have and will continue to suffer damages in an amount to be proven at trial.

164. Defendants Tamko and Tamko acted jointly and severally in this action.

165. Plaintiff and the Class Members were proximately damaged as a result of Tamko and Viera's wrongful conduct because Plaintiff and the Class Members would not have purchased the Homes with the Shingles or at the price Plaintiff and the Class Members paid had Defendants not made negligent misrepresentations.

COUNT V
UNJUST ENRICHMENT
(Plead in the Alternative)

166. Plaintiff, individually and on behalf of all others similarly situated, adopts and

incorporates by reference the allegations of paragraphs 1 - 114 as though fully set forth herein.

167. Substantial benefits have been conferred on Tamko and Viera by Plaintiff and the Class members by purchasing the Homes at a price that fails to reflect the defective nature of the Shingles and the Homes, and Tamko and Viera have received and retained these benefits.

168. Tamko and Viera either knew or should have known that the payments rendered by Plaintiff and the Class members were given and received with the expectation that the Shingles and Homes would be free from defects and perform as represented.

169. It would be inequitable for Tamko and Viera to retain the benefit of the payments under these circumstances alleged herein.

170. Tamko and Viera's acceptance and retention of these benefits under the circumstances alleged make it inequitable for Tamko and Viera to retain the benefits without payment of their value to Plaintiff and the Class.

171. Tamko and Viera, by the conduct complained of herein, have been unjustly enriched in a manner that warrants restitution.

172. Plaintiff and the Class Members are entitled to recover from Tamko and Viera all amounts wrongfully collected and improperly retained by Tamko and Viera.

173. Tamko and Viera have been unjustly enriched, and in equity, should not be allowed to retain this benefit.

174. Defendants Tamko and Tamko acted jointly and severally in this action.

175. As a proximate consequence of Tamko and Viera's improper conduct, Plaintiff and the Class Members have been damaged.

COUNT VI

VIOLATION OF FLORIDA MISLEADING ADVERTISING STATUTE § 817.41

176. Plaintiff, individually and on behalf of all others similarly situated, adopts and

incorporates by reference the allegations of paragraphs 1- 114 as though fully set forth herein.

177. Fla. Stat. §817.41 prohibits “any person to make or disseminate or cause to be made or disseminated before the general public of the state, or any portion thereof, any misleading advertisement. Such making or dissemination of misleading advertising shall constitute and is hereby declared to be fraudulent and unlawful, designed and intended for obtaining money or property under false pretenses.”

178. Defendants made false and misleading statements and omitted to state material facts regarding the Shingles and Homes to consumers in Florida, including Plaintiff and other Class Members, that are misleading advertisements within the scope of Fla. Stat. § 817.41.

179. By creating and disseminating misleading advertisements, Defendants were able to receive materially higher payments for the Shingles and Homes than they otherwise would have been able to receive.

180. Defendants knew or should have known that the aforementioned misleading advertisements disseminated by Defendants were/are false.

181. Defendants’ misleading advertisements were likely to deceive reasonable consumers in Florida, including Plaintiff and Class Members.

182. Plaintiff and Class Members reasonably relied on the false representations of material fact made by Defendants.

183. In relying on the false representations of material facts made by Defendants, Plaintiff and Class Members were deceived and suffered significant damages from either purchasing the Shingles and Homes at all or at materially higher prices than they otherwise would have, and now incurring legal fees and costs.

184. As a direct and proximate cause of Defendants’ violation of Florida Statute

§817.41, Plaintiff and Class Members were injured when they paid money for defective Shingles and Homes at prices higher than they otherwise would have.

185. As a direct and proximate cause of Defendants' violation of Florida Statute §817.41, Plaintiff and Class Members were damaged.

186. As a result of Defendants' unlawful false advertising practices, Plaintiff and Class Members who paid for Defendants' defective Shingles and Homes are entitled to a judgment requiring Defendants to disgorge their illegal gains and to restore to Plaintiff and Class Members the money they paid for the Defendants' defective Shingles and Homes.

187. Defendants Tamko and Viera acted jointly and severally.

188. Plaintiff and Class Members are also entitled to reasonable attorney's fees and costs pursuant to Florida Statute §817.41(6).

189. Plaintiff reserves the right to seek punitive damages against Defendants pursuant to Florida Statute § 817.41(6).

COUNT VII
DECLARATORY RELIEF

190. Plaintiff, individually and on behalf of all others similarly situated, adopts and incorporates by reference the allegations of paragraphs 1- 114 as though fully set forth herein.

191. This is an action for a declaratory judgment pursuant to Chapter 86, Florida Statutes.

192. There is a *bona fide*, actual, present, and practical need for a declaration regarding whether the Shingles are defective and whether Viera sold Homes with defective roofs and/or roofs not fit for their ordinary purpose.

193. Plaintiff and Class Members have a justiciable question as to the existence or nonexistence of their rights and facts alleged herein upon which this claim depends.

194. Plaintiff and the Class Members are in doubt as to their rights as alleged herein.

195. There is a *bona fide*, actual, present need for the declaration sought herein.

196. The claim alleged herein is not for the providing of mere legal advice.

197. The parties have an actual and present interest in the declaration sought herein.

198. Tamko and Viera have acted or refused to act on grounds that apply generally to the Class, when defining the classes so that final injunctive relief or corresponding declaratory relief is appropriate pursuant to Fla. Stat. § 86.011.

199. Plaintiff and Class Members seek a ruling that:

- a) The Shingles are defective;
- b) The Shingles have defects that result in premature failure;
- c) The Homes have defects that result in premature failure of their roofs;
- d) Tamko must notify owners of the defects;
- e) Viera must notify owners of the defects; and
- f) Viera and Tamko is responsible to pay the full costs of repairs to the defective roofs and Plaintiff's damages proximately caused thereby.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Aaron Ressler, and John and Jane Does 1-10, on behalf of themselves and all others similarly situated, seek judgment against Defendants as follows:

- A. For an order certifying the Class, naming Plaintiff as the Class Representative, and appointing Plaintiff's attorneys as counsel for the Class;
- B. For an order finding in favor of Plaintiff on all claims pled;
- C. For an order declaring that Tamko and Viera's conduct violates the statutes and codes referenced herein;

D. For actual, compensatory, consequential, and/or incidental damages to Plaintiff and members of the proposed Class;

E. For restitution to Plaintiff and members of the proposed Class;

F. For declaratory and injunctive relief as permitted by law or equity, including a preliminary and permanent injunction enjoining Defendant from continuing the unlawful practices as set forth herein and directing Defendants to identify, with Court supervision, victims of their conduct and pay them restitution and disgorgement of all monies acquired by Defendants by means of any act or practice declared by this Court to be wrongful;

G. For punitive damages if permitted, in an amount to be determined at trial;

H. For pre-judgment and post-judgment interest;

I. For attorneys' fees and costs;

J. For such further relief as may be fair and reasonable.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury of all issues so triable.

Dated: June 5, 2026

Respectfully submitted,

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Tamko Heritage Shingles Defect Allows Moisture Intrusion, Class Action Lawsuit Alleges](#)
