

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE AT MEMPHIS

State Farm Fire and Casualty Company

a/s/o Marc Gasol

Plaintiff

v.

Jury Demanded

**Interline Brands, Inc. and
Albert Cook Plumbing, Inc.**

Defendants

Complaint

Plaintiff State Farm Fire and Casualty Company brings this lawsuit timely against Defendants Interline Brands, Inc. and Albert Cook Plumbing, Inc., and alleges the following:

Parties

1. Plaintiff State Farm Fire and Casualty Company (“State Farm”) is an Illinois corporation with a principal place of business in Illinois. State Farm-insured Marc Gasol is the starting center for the Memphis Grizzlies and believed to be a citizen of Spain.
2. Defendant Interline Brands, Inc. (“Interline”) is a New Jersey corporation with its principal place of business at 701 San Marco Boulevard in Jacksonville, Florida 32207. At all times relevant to this lawsuit, Interline has been a direct marketer and distributor of plumbing products, authorized to transact business in the State of Tennessee. Interline can be served through its registered agent, Registered Agents Inc., at 2300 Hillsboro Road, Suite 305, in Nashville, Tennessee 37212-4927.

3. Defendant Albert Cook Plumbing, Inc. (“ACP”) is a Tennessee corporation with its principal place of business in Memphis, Tennessee. At all times relevant to this lawsuit, ACP has been a professional plumber and a seller of plumbing products, authorized to transact business in the State of Tennessee. ACP can be served through its registered agent, Robert Cook, at 2101 Central Avenue in Memphis, Tennessee 38104-5443.

Jurisdiction and Venue

4. This Court has subject matter jurisdiction over this lawsuit because the parties are citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs. *See* 28 U.S.C. § 1332(a).
5. This Court may exercise personal jurisdiction over the defendants because they reside, transact business, and/or committed one or more of the acts that give rise to this lawsuit, in Tennessee.
6. Venue is proper in this district because this cause of action arose in Memphis, Shelby County, Tennessee. *See* 28 U.S.C. § 1391(a)(2).

Factual Allegations

7. On July 19, 2013, Gasol owned the home and personal property at or about 3247 Wedge Hill Cove in Memphis, Tennessee.
8. That day, the coupling nut for a DuraPro flexible water supply line (“Supply Line”) connected to a first floor toilet in the home failed, causing a leak.

9. These are true and correct photographs of the Supply Line taken shortly after the leak:





10. The coupling nut for the Supply Line failed because of its inadequate thread design and because of its insubstantial material composition.
11. These defects alone or together rendered the coupling nut incapable of withstanding the ordinary stresses associated with its foreseeable application within the Gasol home.
12. [DuraPro](#) is an exclusive proprietary trademark and trade name of [Interline](#) (all colored text is hyperlinked).
13. Interline held itself out as the manufacturer of the Supply Line.
14. It is believed that ACB installed the Supply Line in the Gasol home in or around October 2012.
15. The Supply Line failure allowed water to leak into and through the Gasol home, damaging the home and its contents.
16. At the time of the water leak, Gasol had a valid and enforceable property insurance policy with State Farm.

17. As required by that policy, State Farm has paid and will pay for damage caused by the leak.
18. To the extent of its payments to Gasol for damages caused by the leak, State Farm is legally and equitably subrogated to Gasol's rights and claims for those damages.

Count I - Products Liability

19. The Supply Line is a tangible object or good produced.
20. The Supply Line is a "product," as that term is defined by section 29-28-102(5) of the Tennessee Code.
21. Interline was the Supply Line "manufacturer," as that term is defined by section 29-28-102(4) of the Tennessee Code.
22. Interline was also the apparent manufacturer of the Supply Line.¹
23. The defendants were Supply Line "sellers," as that term is defined by section 29-28-102(7) of the Tennessee Code.²
24. The Supply Line failed to perform in a manner reasonably expected, in light of its nature and intended function when it failed and caused the leak.
25. The Supply Line had not been misused post-sale before it failed.

¹ See *Travelers Indemnity Company v. Industrial Paper & Packaging Corp.* No. 3:02-CV-491, 2006 WL 3864857 at *8 (E.D. Tenn. December 18, 2006) and *Bogart v. STP Corporation*, No. 301940, 1985 Lexis 2981 (Tenn. Ct. App. July 2, 1985).

² In fact, Interline's most recent 10k filing states that: "We also sell exclusive brand plumbing products under various proprietary trademarks, including Premier faucets and water heaters, *DuraPro tubular products* and ProPlus retail plumbing accessories." (Emphasis added.)

26. The Supply Line was within its anticipated useful life when it failed.
27. The Supply Line failure was such that would not have occurred in the absence of a defect or unreasonably dangerous condition within it.
28. Specifically, the Supply Line was unreasonably dangerous and/or defective in that:
 - a. it was dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community as to its characteristics; and/or
 - b. a reasonably prudent manufacturer would not have put it on the market assuming that manufacturer knew of its dangerous condition.
29. That unreasonably dangerous condition and/or defect proximately caused the leak and the damage to Gasol's home and other property, in violation of the Tennessee Products Liability Act of 1978, Tenn. Code Ann. §§ 29-28-101 *et seq.*
30. Therefore, the defendants are liable to Gasol – and therefore, to State Farm – for the aforementioned damages caused by the leak.

(Alternatively or Additionally) Count II - Negligence Against ACP

31. ACP undertook the obligation to install the Supply Line with reasonable care, so as not to damage the property of others, and in a manner consistent with its standing as a professional plumbing contractor.
32. ACP owed that duty to those foreseeably harmed by the failure to meet it, including Gasol.

33. ACP breached that duty by installing the supply line with excessive force and perhaps in other ways that discovery may disclose.
34. As a proximate result of these breaches, the leak and resulting damage to Gasol occurred.
35. Therefore, the ACP is liable to Gasol – and therefore, to State Farm – for the aforementioned damages caused by the leak.

Conditions Precedent

36. All conditions precedent to bringing this lawsuit have been performed or waived.

Relief Requested

37. Wherefore, State Farm respectfully request that it be awarded more than \$1,107,460.68 in damages sustained because of the defendants' actionable conduct, including pre- and post-judgment interest, court costs, and any additional sums this Court deems appropriate.

PLAINTIFF DEMANDS A TRIAL BY JURY

Thursday, October 17, 2013

Respectfully submitted,

QUIST, CONE & FISHER, PLLC

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