

RECEIVED FOR SCANNING
VENTURA SUPERIOR COURT

OCT 09 2020

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STATE FARM GENERAL INSURANCE
COMPANY,

Plaintiff,

vs.

TYCO FIRE PRODUCTS, L.P., a subsidiary
of JOHNSON CONTROLS, INC., and
DOES 1 to 20, Inclusive

Defendants.

Case No.:
Assigned for all Purposes to Dept.
The Honorable
[Unlimited Civil Case]

COMPLAINT FOR DAMAGES

1. Negligence
2. Strict Products Liability
3. Breach of Implied Warranties

TRIAL DATE: Not Yet Assigned

COMES NOW PLAINTIFF, STATE FARM GENERAL INSURANCE COMPANY
("Plaintiff"), who is informed and believes and thereon alleges against the Defendants and Does
1-20, inclusive, and each of them as follows:

1. Plaintiff is a corporation organized and existing under the laws of the State of
California, and is and was at all times mentioned herein, qualified to do business in the State of
California.

COMPLAINT FOR DAMAGES

JK

1 2. Defendant, TYCO FIRE PRODUCTS, L.P., a subsidiary of JOHNSON
2 CONTROLS, INC. is a limited partnership in the State of Pennsylvania and a corporation in the
3 State of Wisconsin, respectfully, and at all times herein mentioned was qualified to conduct
4 business in the State of California on the date of loss.

5 3. Plaintiff, STATE FARM GENERAL INSURANCE COMPANY, alleges that
6 this is the proper court because the transaction and occurrence ("the incident") took place at 580
7 Toland Road, Santa Paula, California, 93060, the property owned by State Farm's insureds, Rex
8 and Jeri Bartle.

9 4. Plaintiff is ignorant of the true names and capacities of the defendants sued
10 herein as DOES 1-20, inclusive, and therefore sues these defendants by fictitious names.
11 Plaintiff will amend this complaint to allege their true names and capacities when ascertained.
12 Plaintiff is informed and believes and thereon alleges that at all times mentioned herein, each of
13 the fictitiously named defendants is negligently or otherwise responsible in some manner, along
14 with the named defendants, for the occurrences herein alleged, and Plaintiff's damages as herein
15 alleged were legally and proximately caused by that negligence or other wrongful acts and/or
16 omissions and the negligence or other acts and/or omissions of both the named and fictitiously
17 named defendants.

18 5. Plaintiff is informed and believes, and thereon alleges, that at all times herein
19 mentioned, the defendants named in this action, as well as the fictitiously named defendants,
20 and each of them, were agents and employees of the remaining defendants, and in doing the
21 things hereinafter complained of, were acting within the course and scope of such agency and/or
22 employment and with the knowledge and consent of the remaining defendants.

23 6. On or about June 10, 2019, a water loss occurred at State Farm's insureds'
24 property, located at 580 Toland Road, Santa Paula, California. Plaintiff's insureds were in bed
25 at the time of the loss when they heard a loud pop and the sprinkler in the master bedroom
26 started spraying water. The sprinkler head was manufactured in 1999 by Central Sprinkler
27 Company which is part of Tyco Fire, a subsidiary of Johnson Controls Fire Protection.

7. The subject fire sprinkler head was non-destructively examined by Plaintiff's expert engineer. Model 66H3 Optima Residential Pendent Sprinkler Head, manufactured in 1999 by Central Sprinkler Company. It is understood that the fusible link on the incident fire sprinkler head is held together with solder that will melt or soften starting at approximately 160°F. Further, it is understood and fairly well-known in the industry that the solder holding fusible link halves together is prone to solder creep, particularly if imperfections in the original solder are present, a deficiency in the solder material is evident, and/or the fusible link has been exposed to temperatures exceeding a manufacturer's specified temperature. For the incident sprinkler head, the "not to exceed ambient temperature" was likely in the range of 100°F to 115°F. Since the incident sprinkler head was installed over a bed in the master bedroom more than 10 feet away from the nearest heat register, the likelihood of high temperature exposure was minimal or non-existent for this application. Based on the expert's opinion, the failure of the fusible link of the incident fire sprinkler head was likely caused by solder creep. Had the incident fusible link remained intact and functioned as designed and expected by the insured, the water damage incident would have been avoided.

8. Plaintiff, STATE FARM GENERAL INSURANCE COMPANY, is informed and believes, and thereon alleges, that the water loss at Plaintiff's insureds' property was due to the failure of the subject sprinkler head, and/or its component parts, and caused by Defendants, TYCO FIRE PRODUCTS, L.P., a subsidiary of JOHNSON CONTROLS, INC., and DOES 1-20, inclusive, who manufactured, designed, distributed, inspected, supplied and/or sold the subject sprinkler head, and/or its component parts.

FIRST CAUSE OF ACTION FOR NEGLIGENCE

[Against All Defendants]

9. Plaintiff incorporates by reference paragraphs 1 through 8 as though fully set forth herein.

10. Defendants, TYCO FIRE PRODUCTS, L.P., a subsidiary of JOHNSON CONTROLS, INC., and DOES 1-20, inclusive, had a duty to use reasonable care with respect to

1 the manufacture, design, distribution, inspection, supply and/or sale of the subject sprinkler head,
2 and/or its component parts.

3 11. Defendants, TYCO FIRE PRODUCTS, L.P., a subsidiary of JOHNSON
4 CONTROL.S. INC., and DOES 1-20, inclusive, negligently manufactured, designed, distributed,
5 inspected, supplied and/or sold the subject sprinkler head, and/or its component parts, and/or
6 negligently failed to issue adequate instructions or warnings regarding the subject sprinkler head
7 and/or its component parts, such that the subject sprinkler head, and/or its component parts left
8 Defendants' possession or control in a defective condition, with manufacturing and/or design
9 defects and/or insufficient instruction or warning of safety hazards and/or installation instructions
10 of the subject sprinkler head, and/or its component parts. A manufacturer, designer, distributor,
11 inspector, supplier, and/or seller is negligent if it fails to use the amount of care in manufacturing,
12 designing, distributing, inspecting, supplying and/or selling the product that a reasonably careful
13 manufacturer, designer, distributor, inspector, supplier and/or seller would use in similar
14 circumstances to avoid exposing others to a foreseeable risk of harm. In determining whether
15 Defendants used reasonable care, a trier of fact shall balance what Defendants knew or should have
16 known about the likelihood and severity of potential harm from the product against the burden of
17 taking safety measures to reduce or avoid the harm.

18 12. The afore-described acts and/or omissions on the part of Defendants and each of
19 them caused a water loss at Plaintiff's insureds' property from the subject sprinkler head, and/or
20 its component parts, on or about June 10, 2019, and harmed Plaintiff's insureds and Plaintiff.

21 13. The afore-described acts and/or omissions of Defendants and each of them were the
22 legal and proximate cause of damages to Plaintiff's insureds and to Plaintiff.

23 14. The acts and/or omissions of Defendants and each of them were a substantial factor
24 in causing harm to Plaintiff's insureds and to Plaintiff.

25 15. As a result of the negligence of Defendants and each of them, Plaintiff's insureds
26 sustained at least \$633,668.25 in damages. Plaintiff indemnified its insureds for remediation,
27 repairs, replacement and loss of use of property and paid to or on behalf of its insureds the amount
28

1 of at least \$633,668.25, to date, and further monetary damages are expected and will be according
2 to proof. This sum includes Plaintiff's insureds' \$3,401.00 deductible, which is recoverable by
3 Plaintiff under the respective policy of insurance. Plaintiff, STATE FARM GENERAL
4 INSURANCE COMPANY, fulfilled its obligations pursuant to the insurance agreement between
5 Plaintiff and Plaintiff's insureds, for the property damage losses. Plaintiff, STATE FARM
6 GENERAL INSURANCE COMPANY, now seeks recovery, by way of a subrogation claim, for
7 the indemnity and other damages Plaintiff paid to or on behalf of its insureds in the approximate
8 amount of at least \$633,668.25, and pending, plus other miscellaneous damages, costs, and pre-
9 judgment interest from the date of loss, according to proof at trial.

10 **SECOND CAUSE OF ACTION FOR STRICT PRODUCTS LIABILITY**

11 **[Against all Defendants]**

12 16. Plaintiff incorporates by reference paragraphs 1 through 15 as though fully set forth
13 herein.

14 17. Defendants, TYCO FIRE PRODUCTS, L.P., a subsidiary of JOHNSON
15 CONTROLS, INC., and DOES 1-20, inclusive, manufactured, designed, distributed, inspected,
16 supplied and/or sold the subject sprinkler head, and/or its component parts, such that the product
17 contained manufacturing defects, insufficient instructions and/or warnings of potential safety
18 hazards and/or design defects when the product left said Defendants' possession or control.

19 18. The subject sprinkler head, and/or its component parts, contained a manufacturing
20 defect (a product contains a manufacturing defect if the product differs from the manufacturers'
21 designs or specifications or from other typical units of the same product line) and/or design defect
22 (Consumer Expectation Test - that the subject sprinkler head, and/or its component parts did not
23 perform as safely as an ordinary consumer would have expected them to perform when used or
24 misused in an intended or reasonably foreseeable way) or (Risk Benefit Test - once Plaintiff
25 proves all of the following: 1. That Defendants manufactured/distributed/sold the product; 2. That
26 Plaintiff was harmed; and 3. That the [product]'s design was a substantial factor in causing harm to
27 Plaintiff then Plaintiff prevails unless Defendants prove that the benefits of the product's design

1 outweigh the risks of the design considering (a) The gravity of the potential harm resulting from
2 the use of the product; (b) The likelihood that this harm would occur; (c) The feasibility of an
3 alternative safer design at the time of manufacture; (d) The cost of an alternative design; and (e)
4 The disadvantages of an alternative design; and (f) Other relevant factors) when it left the
5 possession of Defendants, TYCO FIRE PRODUCTS, L.P., a subsidiary of JOHNSON
6 CONTROLS, INC., and DOES 1-20, inclusive, and failed to issue adequate instructions or
7 warnings regarding the subject sprinkler head, and/or its component parts (1. That Defendants
8 manufactured/ distributed/ inspected/ sold the product; 2. That the product had potential risks that
9 were known or knowable in light of the scientific knowledge that was generally accepted in the
10 scientific community at the time of manufacture/distribution/sale; 3. That the potential risks
11 presented a substantial danger when the product is used or misused in an intended or reasonably
12 foreseeable way; 4. That ordinary consumers would not have recognized the potential risks; 5. That
13 Defendants failed to adequately warn or instruct of the potential risks; 6. That Plaintiff was
14 harmed; and 7. That the lack of sufficient instructions or warnings was a substantial factor in
15 causing Plaintiff's harm).

16 19. Plaintiff's insureds were the users of the defective product.

17 20. At the time of the incident described herein, the product was being used in the
18 manner intended by Defendants and/or in a reasonably foreseeable manner and/or misused in a
19 reasonably foreseeable manner.

20 21. The afore-described acts and/or omissions on the part of Defendants and each of
21 them caused a water loss at Plaintiff's insureds' property from the subject sprinkler head, and/or
22 its component parts, on or about June 10, 2019, and harmed Plaintiff's insureds and Plaintiff.

23 22. The afore-described subject sprinkler head, and/or its component parts were the
24 legal and proximate cause of damages to Plaintiff's insureds and to Plaintiff.

25 23. The acts and/or omissions of Defendants and each of them were a substantial factor
26 in causing harm to Plaintiff's insureds and to Plaintiff.

27 24. As a result of the strict products liability of Defendants and each of them, Plaintiff's
28

1 insureds sustained at least \$633,668.25 in damages. Plaintiff indemnified its insureds for
2 remediation, repairs, replacement and loss of use of property and paid to or on behalf of its
3 insureds the amount of at least \$633,668.25, to date, and further monetary damages are expected
4 and will be according to proof. This sum includes Plaintiff's insureds' \$3,401.00 deductible,
5 which is recoverable by Plaintiff under the respective policy of insurance. Plaintiff, STATE
6 FARM GENERAL INSURANCE COMPANY, fulfilled its obligations pursuant to the insurance
7 agreement between Plaintiff and Plaintiff's insureds, for the property damage losses. Plaintiff,
8 STATE FARM GENERAL INSURANCE COMPANY, now seeks recovery, by way of a
9 subrogation claim, for the indemnity and other damages Plaintiff paid to or on behalf of its insureds
10 in the approximate amount of at least \$633,668.25, and pending, plus other miscellaneous
11 damages, costs, and pre-judgment interest from the date of loss, according to proof at trial.

12 **THIRD CAUSE OF ACTION FOR BREACH OF IMPLIED WARRANTIES**

13 **[Against all Defendants]**

14 25. Plaintiff incorporates by reference paragraphs 1 through 24 as though fully set forth
15 herein.

16 26. Defendants, TYCO FIRE PRODUCTS, L.P., a subsidiary of JOHNSON
17 CONTROLS, INC., and DOES 1-20, inclusive, manufactured, designed, distributed, inspected,
18 supplied and/or sold the subject sprinkler head, and/or its component parts such that the product
19 contained manufacturing defects, insufficient instructions and/or warnings of potential safety
20 hazards and/or design defects when the product left said Defendants' possession or control.

21 27. As a result, Defendants, TYCO FIRE PRODUCTS, L.P., a subsidiary of
22 JOHNSON CONTROLS, INC., and DOES 1-20, inclusive, breached the implied warranty of
23 merchantability. The subject sprinkler head, and/or its component parts was located in Plaintiff's
24 insureds' home, and at the time, Defendants, TYCO FIRE PRODUCTS, L.P., a subsidiary of
25 JOHNSON CONTROLS, INC., and DOES 1-20, inclusive, were in the business of
26 manufacturing, designing, distributing, inspecting, supplying, selling and/or selling these goods
27 and/or held itself out as having special knowledge or skill regarding these goods: the subject

1 sprinkler head, and/or its component parts were not of the same quality as those generally
2 acceptable in the trade; and/or were not fit for the ordinary purposes for which such goods are used.

3 28. As a result, Defendants, TYCO FIRE PRODUCTS, L.P., a subsidiary of
4 JOHNSON CONTROLS, INC., and DOES 1-20, inclusive, breached the Implied Warranty of
5 Fitness for a Particular purpose. The subject sprinkler head and/or its component parts were
6 located in Plaintiff's insureds' bedroom and at the time, Defendants, TYCO FIRE PRODUCTS,
7 L.P., a subsidiary of JOHNSON CONTROLS, INC., and DOES 1-20, inclusive, knew or had
8 reason to know that consumers intended to use the subject sprinkler head, and/or its component
9 parts for a particular purpose and were relying on the skill and judgment of Defendants, TYCO
10 FIRE PRODUCTS, L.P., a subsidiary of JOHNSON CONTROLS, INC., and DOES 1-20,
11 inclusive, to furnish a sprinkler head that was suitable for the particular purpose; and Plaintiff's
12 insureds justifiably relied on Defendants, TYCO FIRE PRODUCTS, L.P., a subsidiary of
13 JOHNSON CONTROLS, INC., and DOES 1-20, inclusive, skill and judgment and that the
14 subject sprinkler head, and/or its component parts was not suitable for its particular purpose when
15 it failed and caused a water loss at Plaintiff's insureds' property.

16 29. The afore-described acts and/or omissions on the part of Defendants and each of
17 them caused a water loss at Plaintiff's insureds' property from the subject sprinkler head, and/or
18 its component parts, on or about June 10, 2019, and harmed Plaintiff's insureds and Plaintiff.

19 30. The afore-described defective subject sprinkler head, and/or its component parts,
20 were the legal and proximate cause of damages to Plaintiff's insureds and to Plaintiff.

21 31. The acts and/or omissions of Defendants and each of them were a substantial factor
22 in causing harm to Plaintiff's insureds and to Plaintiff.

23 32. As a result of the breach of implied warranties of Defendants and each of them,
24 Plaintiff's insureds sustained at least \$633,668.25 in damages. Plaintiff indemnified its insureds
25 for remediation, repairs, replacement and loss of use of property and paid to or on behalf of its
26 insureds the amount of at least \$633,668.25, to date, and further monetary damages are expected
27 and will be according to proof. This sum includes Plaintiff's insureds' \$3,401.00 deductible.

1 which is recoverable by Plaintiff under the respective policy of insurance. Plaintiff, STATE
2 FARM GENERAL INSURANCE COMPANY, fulfilled its obligations pursuant to the insurance
3 agreement between Plaintiff and Plaintiff's insureds, for the property damage losses. Plaintiff,
4 STATE FARM GENERAL INSURANCE COMPANY, now seeks recovery, by way of a
5 subrogation claim, for the indemnity and other damages Plaintiff paid to or on behalf of its insureds
6 in the approximate amount of at least \$633,668.25, and pending, plus other miscellaneous
7 damages, costs, and pre-judgment interest from the date of loss, according to proof at trial.

8 **PRAYER**

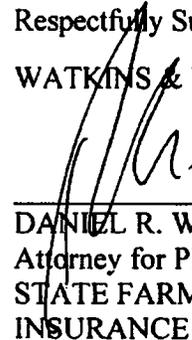
9 **WHEREFORE**, Plaintiff prays for judgment against Defendants, TYCO FIRE
10 PRODUCTS, L.P., a subsidiary of JOHNSON CONTROLS, INC., and DOES 1-20, inclusive,
11 and each of them, as follows:

- 12 1. All damages Plaintiff paid to or on behalf of its insureds in the amount of at least
13 \$633,668.25, continuing and according to proof at trial;
- 14 2. For costs of suit incurred by Plaintiff herein;
- 15 3. For pre-judgment interest according to proof at trial; and
- 16 4. For any and all such relief as the court may deem just and proper.

17
18 DATED: October 8, 2020

Respectfully Submitted,
WATKINS & LETOFSKY, LLP

21 By:



DANIEL R. WATKINS
Attorney for Plaintiff,
STATE FARM GENERAL
INSURANCE COMPANY

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26 SIT.1394-State Farm v. TYCO FIRE PRODUCTS, L.P., a subsidiary of JOHNSON CONTROLS, INC \Complaint.doc