

and

**SHEILA ROSS
770 FAIRVIEW AVENUE, UNIT C
ANNAPOLIS MD 21403**

JURY TRIAL DEMANDED

Plaintiffs

v.

**APPLE INC.
1 INFINITE LOOP
MS: 38-3TX
CUPERTINO, CA 95014**

Defendant

COMPLAINT

Plaintiffs, Electric Insurance Company and Sheila Ross (collectively, “Plaintiffs”), by and through their attorneys, Roderick R. Barnes and Rollins, Smalkin, Richards & Mackie, LLC, hereby submit their Complaint and Jury Demand against Defendant, Apple Inc., and in support thereof aver as follows:

PARTIES

1. Plaintiff, Electric Insurance Company (“Electric”) is a corporation organized and existing under the laws of the State of Massachusetts, with its principal place of business located

Avenue, Unit C, Annapolis, MD 21403 (the "subject property"),

Condominium Unit within the Severn House Condominium.

3. At all times relevant hereto, Electric provided property insurance to Ross in connection with her Condominium Unit, under a policy of insurance that was in full force and effect on all relevant dates, and at all relevant times.

4. As a result of a fire that occurred on or about November 24, 2017 at the Severn House properties, a claim was made on said insurance policy and, upon payment, Electric became subrogated to certain recovery rights and interests of Ross for monies paid thereunder, including the claims giving rise to the within cause of action. Electric's insurance policy did not cover all of Ross's losses arising out of the fire including the claims giving rise to the within cause of action.

5. At all times relevant hereto, Defendant, Apple Inc. ("Apple" or "Defendant"), upon information and belief, was and is a California corporation with its principal place of business located at 1 Infinite Loop, MS: 38-3TX, Cupertino, CA. Apple's registered agent for service of process is CT Corporation System, 818 W 7th Street, Suite 930, Los Angeles, CA 95014.

6. Defendant is in the business of designing, manufacturing, testing, inspecting, assembling, marketing, selling, distributing, programming and/or updating laptop computers, and component parts, including the Apple laptop (the "subject computer") at issue in the instant case.

8. Venue is proper in the United States District Court for the District of Maryland pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in this district and a substantial part of the property that is the subject of this action is situated in this district.

GENERAL ALLEGATIONS

9. Plaintiffs repeat the allegations set forth in the prior paragraphs of this Complaint as though they were set forth at length herein.

10. Prior to November 24, 2017, Defendant designed, manufactured, tested, inspected, assembled, marketed, sold, distributed, programmed, updated, and placed into the stream of commerce the subject computer that was equipped with an electrical system, battery system containing lithium-ion batteries, as well as a software system that was capable of being remotely updated by Defendant even after the date of purchase.

11. Prior to November 24, 2017, Ross, the owner of the subject computer and resident of the Severn House Condominium, purchased the subject computer.

12. Prior to November 24, 2017, the subject computer had the original operating system in place, as well as expected authorized updates downloaded onto the computer.

13. Prior to November 24, 2017, Ross operated and used the subject computer in a foreseeable, normal, ordinary, and intended manner.

misused or abused by Ross in any way beyond what was authorized by Defendant after it had placed the subject computer into the stream of commerce.

16. The fire caused extensive damage to Ross' real and personal property, and caused other consequential and incidental damages including clean-up costs, repair, and other associated expenses and hardship besides, for some of which Electric was compelled to reimburse Ross.

17. As a result of the aforementioned fire, Plaintiffs sustained damages in an amount well in excess of \$75,000.

COUNT I - STRICT PRODUCTS LIABILITY

18. Plaintiffs incorporate by reference the preceding averments as though the same were set forth at length herein.

19. Defendant is engaged in the business of designing, manufacturing, testing, inspecting, assembling, marketing, selling, distributing, programming and/or updating laptop computers (where each is equipped with an operating system and software that can be updated remotely after purchase).

20. Furthermore, Defendant specifically designed, manufactured, tested, inspected, assembled, marketed, sold, distributed, programmed, updated and placed into the stream of commerce the subject computer at issue in this case, which was itself equipped with an operating system and software that can be updated remotely after purchase.

21. The subject computer was not improperly modified, changed, altered, misused, or abused after Defendant placed the product into the stream of commerce.

installed on the computer that might affect the operation of the subject computer.

23. Defendant designed, manufactured, tested, inspected, assembled, marketed, sold, distributed, programmed, updated, and placed into the stream of commerce the subject computer in a defective and unreasonably dangerous condition, which ultimately led to a catastrophic failure and/or malfunction.

24. Defendant knew, or should have known, that the computer would, and did, reach Ross without substantial change in the condition in which it was originally selected and sold.

25. The subject computer was not altered in any manner after the product originally left the possession of Defendant (other than as authorized, recommended and/or facilitated by Defendant) that caused or contributed to the fire.

26. Ross operated the computer in a foreseeable, normal, ordinary and intended manner at all relevant times.

27. The fire and its resulting property damage were caused by the defective and unreasonably dangerous condition of the subject product at the time it left the hands of Defendant, including design defects, manufacturing defects, programming defects, and improper warnings and instructions.

28. The fire and its resulting property damage were caused by the defective and unreasonably dangerous condition of the product, including design defects, manufacturing defects, programming defects, and improper warnings and instructions.

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