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 9 Attorneys for Plaintiff
 HOMESITE INSURANCE COMPANY
 10 as subrogee of Traci Marx and Raymond Marx

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 12 **UNITED STATES DISTRICT COURT**
 13 **DISTRICT OF NEVADA**

14 HOMESITE INSURANCE COMPANY)
 15 as subrogee of Traci Marx and Raymond)
 Marx,)
 16 Plaintiff,)

17 v.)

18 NORCOLD, INC., THETFORD)
 CORPORATION, CAMPING WORLD OF)
 19 HENDERSON, CAMPING WORLD, INC.,)
 and DOES 1 through 50, Inclusive,)
 20 Defendants.)

21

)
 22 TRACI MARX, RAY MARX, ALYSSA)
 DILLARD and SETH DILLARD,)

23 v.)

24 NORCOLD, INC., THETFORD)
 CORPORATION, THE DYSON-KISSNER-)
 25 MORAN CORPORATION, CAMPING)
 WORLD HOLDINGS, INC., CAMPING)
 26 WORLD, INC., CWI, INC., CAMPING)
 WORLD OF HENDERSON, and DOES 1 to)
 27 50, inclusive, and ROE ENTITIES 1 to 50,)
 28 inclusive)

Case No.: 2:21-cv-02167-RFB-DJA
 (Consolidated with Case No. 2:22-cv-00085-
 JCM-EJY)

**STIPULATION TO FILE SECOND
 AMENDED COMPLAINT PURSUANT
 TO FRCP 15(a)(2); [~~PROPOSED~~]
 ORDER**

STIPULATION AND ORDER ALLOWING PLAINTIFF TO FILE SECOND AMENDED

COMPLAINT

Pursuant to FRCP 15(a)(2), Plaintiff, Homesite Insurance Company (“Plaintiff”) and Defendants, Norcold LLC f/k/a Norcold, Inc., Thetford LLC f/k/a Thetford Corporation, Camping World, Inc., Camping World of Henderson, and CWI, Inc. (collectively “Defendants”), by and through their counsel of record, hereby submit this stipulation permitting Plaintiff to file its Second Amended Complaint as follows:

WHEREAS on November 5, 2021, Plaintiff filed its Complaint for Property Damage in this action against Norcold, Inc., Thetford Corporation, Camping World, Inc., and Camping World of Henderson;

WHEREAS on October 12, 2022, Plaintiff filed a Stipulation and Order Allowing Plaintiff to file its First Amended Complaint for Property Damage naming CWI, Inc. as a defendant in this action based on Camping World’s representation that Camping World of Henderson is a trade name of CWI, Inc.; whereas the Court granted Plaintiff leave to file its First Amended Complaint on October 13, 2022; whereas Plaintiff filed its First Amended Complaint on October 28, 2022 and defendants filed their answers to the First Amended Complaint;

WHEREAS Plaintiff seeks to file a Second Amended Complaint for Property Damage naming Norcold LLC and Thetford LLC as defendants in this action based on information that previously named defendants Norcold, Inc. and Thetford Corp. had converted into limited liability companies;

WHEREAS a copy of Plaintiff’s Second Amended Complaint for Property Damage is attached hereto as Exhibit A;

IT IS HEREBY STIPULATED, by and between Plaintiff and Defendants, through their respective counsel that Plaintiff should be granted leave to file the Second Amended Complaint for Property Damage, a copy of which is attached hereto as Exhibit A.

1 Dated: February 28, 2022

GROTEFELD HOFFMANN LLP

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4 /s/ Lilla Shkolnikov
Lilla Shkolnikov
Attorneys for Plaintiff
Homesite Insurance Company

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7
8 Dated: February 28, 2023

HINSHAW & CULBERTSON LLP

9
10 /s/ Russell S. Ponessa
Russell S. Ponessa
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11
12
13
14 AND

15 **KRAVITZ, SCHNITZER, JOHNSON,**
16 **WATSON & ZEPPENFELD, CHTD**
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20 Attorneys for Defendants CAMPING
21 WORLD OF HENDERSON, CAMPING
22 WORLD, INC. AND CWI, INC.
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Dated: February 28, 2023

COKINOS | YOUNG

/s/ Mitchell R. Powell
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Attorneys for NORCOLD LLC f/k/a
NORCOLD, INC. and THETFORD LLC f/k/a
THETFORD CORPORATION

ORDER

The Court, having reviewed the foregoing Stipulation, and good cause appearing therefore:

IT IS HEREBY ORDERED that Plaintiff Homesite Insurance Company is granted leave to amend and file its Second Amended Complaint for Property Damage, a copy of which is attached hereto as Exhibit "A."

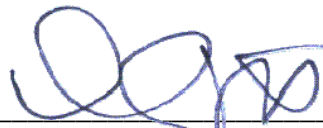
IT IS FURTHER ORDERED that Norcold LLC's responsive pleading shall be due fourteen (14) days after the Second Amended Complaint is filed.

IT IS FURTHER ORDERED that Thetford LLC's responsive pleading shall be due fourteen (14) days after the Second Amended Complaint is filed.

IT IS FURTHER ORDERED that the Second Amended Complaint is deemed filed as of the date this Order is transmitted via the CM/ECF system.

IT IS SO ORDERED.

DATED: March 2, 2023



DANIEL J. ALBRECHTS
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

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Attorneys for Plaintiff
HOMESITE INSURANCE COMPANY
as subrogee of Traci Marx and Raymond Marx

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

HOMESITE INSURANCE COMPANY)
as subrogee of Traci Marx and Raymond)
Marx,)
Plaintiff,)

v.)

NORCOLD, INC., NORCOLD LLC,)
THETFORD CORPORATION, THETFORD)
LLC, CAMPING WORLD OF)
HENDERSON, CAMPING WORLD, INC.,)
CWI, INC. and DOES 1 through 50, Inclusive,)

Defendants.)

TRACI MARX, RAY MARX, ALYSSA)
DILLARD and SETH DILLARD,)

v.)

NORCOLD, INC., NORCOLD LLC,)
THETFORD CORPORATION, THETFORD)
LLC, THE DYSON-KISSNER-MORAN)
CORPORATION, CAMPING WORLD)
HOLDINGS, INC., CAMPING WORLD,)
INC., CWI, INC., CAMPING WORLD OF)
HENDERSON, and DOES 1 to 50, inclusive,)
and ROE ENTITIES 1 to 50, inclusive)

Case No.: 2:21-cv-02167-RFB-DJA
(Consolidated with Case No. 2:22-cv-00085-
JCM-EJY)

**PLAINTIFF HOMESITE INSURANCE
COMPANY'S SECOND AMENDED
COMPLAINT**

1 NOW COMES Plaintiff HOMESITE INSURANCE COMPANY, as subrogee of Traci
2 Marx and Raymond Marx, by and through its attorneys GROTEFELD HOFFMANN LLP and
3 for its Second Amended Complaint against Defendants NORCOLD, INC., NORCOLD LLC,
4 THETFORD CORPORATION, THETFORD LLC, CAMPING WORLD OF HENDERSON,
5 CAMPING WORLD, INC., CWI, INC., and DOES 1 through 50, inclusive, and allege that at
6 all pertinent times herein upon information and belief as follows:

7 **INTRODUCTION**

8 1. This subrogation action is brought to recover damages sustained to the property of
9 Plaintiff's insureds as a result of a fire caused by a defective Norcold branded refrigerator.

10 **THE PARTIES**

11 2. Plaintiff HOMESITE INSURANCE COMPANY (hereinafter "HOMESITE" or
12 "Plaintiff") was and is an insurance carrier duly licensed to conduct and transact business in the
13 State of Nevada as an insurance company during the relevant time periods alleged in this
14 Complaint.

15 3. At all relevant times herein, HOMESITE provided a policy of insurance to its
16 insured Traci Marx and Raymond Marx (hereinafter the "Insureds") for their property located at
17 6040 Pooh Corner St., Las Vegas, Nevada (hereinafter the "Subject Property").

18 4. Based on information and belief, Defendant NORCOLD, INC. is engaged in the
19 business of designing, manufacturing, marketing, distributing, selling and/or installing gas
20 absorption refrigerators, including the subject refrigerator at issue in this action, with corporate
21 headquarters located in Ann Arbor, Michigan and/or Sidney, Ohio. NORCOLD INC. is
22 authorized to transact business and is doing business in the State of Nevada.

23 5. Based on information and belief, Defendant NORCOLD LLC was and/or is
24 engaged in the business of designing, manufacturing, marketing, distributing, selling and/or
25 installing gas absorption refrigerators, with corporate headquarters located in Ann Arbor,
26 Michigan and/or Sidney, Ohio. Based on information and belief, NORCOLD LLC is authorized
27 to transact business and is doing business in the State of Nevada.

1 6. Based on information and belief, Defendant THETFORD CORPORATION
2 (hereinafter “THETFORD CORP.”) is engaged in the business of designing, manufacturing,
3 marketing, distributing, selling and/or installing products for recreational vehicles, including the
4 subject refrigerator at issue in this action, with corporate headquarters located in Ann Arbor,
5 Michigan. THETFORD CORP. is authorized to transact business and is doing business in the
6 State of Nevada.

7 7. Based on information and belief, Defendant THETFORD LLC was and/or is
8 engaged in the business of designing, manufacturing, marketing, distributing, selling and/or
9 installing products for recreational vehicles with corporate headquarters located in Ann Arbor,
10 Michigan. Based on information and belief, THETFORD LLC is authorized to transact business
11 and is doing business in the State of Nevada.

12 8. Based on information and belief, CAMPING WORLD OF HENDERSON is in
13 the business of selling, servicing, inspecting and/or maintaining recreational vehicles and
14 accessories, including the subject recreational vehicle and refrigerator at issue in this action.
15 CAMPING WORLD OF HENDERSON is located in Henderson, Nevada and sells and services
16 recreational vehicles and accessories at this location.

17 9. Based on information and belief, CAMPING WORLD, INC. is in the business of
18 selling, servicing, installing, inspecting and maintaining recreational vehicles and accessories,
19 including the subject recreational vehicle and accessories at issue in this action. CAMPING
20 WORLD, INC. is authorized to transact business and is doing business in the State of Nevada.

21 10. Based on information and belief, CWI, INC. is the seller, supplier, designer,
22 manufacturer and/or distributor of recreational vehicles and accessories, and was engaged in the
23 business of selling, servicing, inspecting and/or maintaining recreational vehicles, its
24 components and accessories. Defendant CWI, INC. is authorized to transact business and is
25 doing business in the State of Nevada.

26 11. Defendants DOES One (1) through Fifty (50), inclusive, are unknown to Plaintiff
27 who therefore sues said Defendants by such fictitious names. Plaintiff is informed and believes
28 and thereon alleges that each of the Defendants designated herein as DOE is legally responsible

1 in some manner for the events and happenings referred to herein. Plaintiff will ask leave to
2 amend this Complaint when the true names and capacities of Defendants sued as DOES One (1)
3 through Fifty (50) are ascertained.

4 12. Plaintiff is informed and believes that at all pertinent times, NORCOLD, INC.,
5 NORCOLD LLC, THETFORD CORP, THETFORD LLC, CAMPING WORLD OF
6 HENDERSON, CAMPING WORLD, INC., CWI, INC., and DOES One through Fifty were the
7 agents and employees of their co-Defendants and in doing the things alleged in this Complaint
8 were acting within the course and scope of that agency and employment.

9 **GENERAL ALLEGATIONS**

10 13. At all relevant times herein, Plaintiff's Insureds were the owners of a 1999
11 Holiday Rambler Endeavor recreational vehicle (hereinafter the "Subject RV").

12 14. The Subject RV contained a refrigerator branded under the name Norcold bearing
13 Model number 1200 (hereinafter "NORCOLD REFRIGERATOR").

14 15. Based on information and belief, the Subject RV was purchased at CAMPING
15 WORLD OF HENDERSON.

16 16. Based on information and belief, in or around December 2011, CAMPING
17 WORLD OF HENDERSON performed recall work on the NORCOLD REFRIGERATOR
18 pursuant to a notice of recall.

19 17. On December 21, 2018, a fire erupted at the NORCOLD REFRIGERATOR
20 inside the Subject RV causing extensive damage to the Subject Property (hereinafter the
21 "Incident").

22 18. Pursuant to the terms of its policy, HOMESITE reimbursed its Insureds for the
23 damages resulting from the subject fire.

24 19. As a result of the Incident, HOMESITE was required to pay and did pay its
25 insureds moneys to repair the Subject Property and is subrogated thereto. HOMESITE'S
26 subrogated claim is at least \$1,121,222.37.

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FIRST CAUSE OF ACTION

(Strict product Liability against Defendants NORCOLD, INC., NORCOLD LLC, THETFORD CORP., THETFORD LLC, CAMPING WORLD OF HENDERSON, CAMPING WORLD, INC., CWI, INC. and DOES 1 to 25, and Each of Them)

20. Plaintiff incorporates and re-alleges each of the paragraphs set forth above as though fully set forth herein.

21. At all pertinent times herein, Defendants NORCOLD INC., NORCOLD LLC, THETFORD CORP., THETFORD LLC, CAMPING WORLD OF HENDERSON, CAMPING WORLD, INC., CWI, INC. and DOES 1 to 25, and each of them, were in the business of designing, manufacturing, assembling, installing, testing, inspecting, advertising, marketing, distributing, selling and/or servicing products such as the NORCOLD REFRIGERATOR.

22. The NORCOLD REFRIGERATOR was expected to reach the general public and consumers in the condition in which it was manufactured, designed, assembled, installed, tested, inspected, distributed, marketed, merchandised, advertised, serviced, and sold.

23. Defendants, and each of them, knew or had reason to know that the purchaser and user of the NORCOLD REFRIGERATOR would rely on the skill and judgment of Defendants, and each of them, in their sale, design, manufacture, assembly, installation, testing, inspection, distribution, and/or servicing of the NORCOLD REFRIGERATOR and its component parts, and that such products would be used by consumers, including Plaintiff's Insureds, without inspection for defects.

24. Defendants, and each of them, had a duty to not sell, supply or install products, including the NORCOLD REFRIGERATOR and/or its component parts, in a defective condition that was unreasonably dangerous to foreseeable users when used in a reasonably expected manner.

25. The NORCOLD REFRIGERATOR was distributed to, sold to and/or used by Plaintiff's Insureds.

26. At all relevant times, Plaintiff's Insureds used the NORCOLD REFRIGERATOR for its customary, normal, and foreseeable use.

1 THETFORD CORP., THETFORD LLC, and DOES 1 through 25, and each of them, were under
2 a duty to exercise reasonable care to avoid exposing the Insureds and their real and personal
3 property to a foreseeable risk of harm.

4 33. It was the duty of Defendants, and each of them, through their agents and
5 employees, acting in the scope of their employment, to use such skill, prudence and diligence as
6 would a reasonably prudent manufacturer or as other members of their professions in the design,
7 manufacture, testing, installation, inspection, service and sale of the NORCOLD
8 REFRIGERATOR and/or its components parts.

9 34. Defendants, and each of them, knew or should have known that failure to properly
10 design, manufacture, test, assemble, inspect, install, service, market and/or sell the NORCOLD
11 REFRIGERATOR increased the risk of damage, including fire-related damage, from its use.

12 35. Further, Defendants, and each of them, knew or should have known that failure to
13 properly warn consumers of the risk of fire and damages associated with the use of the
14 NORCOLD REFRIGERATOR increased the risk of harm.

15 36. Defendants NORCOLD, INC., THETFORD CORP., NORCOLD LLC,
16 THETFORD LLC, and DOES 1 through 25 and each of them, through their agents and
17 employees, breached their respective duties by one or more of the following acts or omissions:

- 18 a. Failure to properly design the NORCOLD REFRIGERATOR;
- 19 b. Failure to properly manufacture the NORCOLD REFRIGERATOR;
- 20 c. Failure to properly assemble and/or install the component parts of the
21 NORCOLD REFRIGERATOR;
- 22 d. Failure to properly inspect the NORCOLD REFRIGERATOR and/or its
23 component parts for improper work;
- 24 e. Failure to properly test the NORCOLD REFRIGERATOR and/or its
25 component parts;
- 26 f. Failure to properly warn of any known risk associated with the use of the
27 NORCOLD REFRIGERATOR, including the risk of fire;
- 28 g. Failure to adequately recall and/or retrofit the defective NORCOLD

1 REFRIGERATOR;

2 h. Failure to take other reasonable precautions against damage to the
3 Subject Property.

4 37. The breaches of Defendants' duties by them were a substantial factor in causing
5 HOMESITE'S damages because had Defendants, and each of them, used requisite care, there
6 would not have been fire damage to the Subject Property.

7 38. As a direct and proximate result of the defendants' negligence, HOMESITE
8 incurred damages in the amount of at least \$1,121,222.37.

9 **THIRD CAUSE OF ACTION**

10 **(Negligence – Duty to Conduct Adequate Recall/Retrofit against Defendants NORCOLD,**
11 **INC., NORCOLD LLC, THETFORD CORP., THETFORD LLC, and DOES 1 to 25, and**
12 **Each of Them)**

13 39. Plaintiff incorporates and re-alleges each of the paragraphs set forth above as
14 though fully set forth herein.

15 40. Defendants NORCOLD, INC., THETFORD CORP., NORCOLD LLC,
16 THETFORD LLC and DOES 1 through 25, and each of them, were under a duty to conduct any
17 recall and/or retrofit campaigns of their gas absorption refrigerators, including the NORCOLD
18 REFRIGERATOR, with the degree of skill, prudence, and diligence that a reasonably careful
19 manufacturer and/or distributor or other members of their profession would use under like
20 circumstances.

21 41. Defendants, and each of them, knew or should have known that their gas
22 absorption refrigerators, including the NORCOLD REFRIGERATOR, were so defectively
23 designed, manufactured, supplied and/or installed as to be dangerous, or likely to be dangerous,
24 when used in a reasonably foreseeable manner.

25 42. Defendants, and each of them, breached their aforementioned duty by failing to
26 use reasonable care in initiating and conducting recall and/or retrofit campaigns which neither
27 eliminated the safety defects in their refrigerators, including the NORCOLD REFRIGERATOR,
28 nor rendered them safe to use for their reasonably foreseeable purpose.

- 1 d. Failure to properly perform the recall fix to the NORCOLD
- 2 REFRIGERATOR;
- 3 e. Failure to properly warn of any known risk associated with the use of the
- 4 NORCOLD REFRIGERATOR and/or its component parts.
- 5 f. Failure to take other reasonable precautions against damage to the
- 6 Subject Property.

7 49. The breaches of Defendants' duties by them were a substantial factor in causing
8 HOMESITE'S damages, because had Defendants, and each of them, used requisite care, there
9 would not have been fire damage to the Subject Property.

10 50. As a direct and proximate result of DEFENDANTS' negligence, HOMESITE
11 incurred damages in the amount of at least \$1,121,222.37.

12
13 WHEREFORE, Plaintiff HOMESITE prays for judgment against NORCOLD, INC.,
14 NORCOLD LLC, THETFORD CORP., THETFORD LLC, CAMPING WORLD OF
15 HENDERSON, CAMPING WORLD, INC., CWI, INC., and DOES 1 to 50, and each of them as
16 set forth below.

- 17 a. For monetary damages in an amount to be proven at trial, which may exceed
- 18 \$1,121,222.37;
- 19 b. For prejudgment interest in accordance with applicable law;
- 20 c. For post judgment interest;
- 21 d. For attorneys' fees and cost of suit where allowable by law; and
- 22 e. For such other relief as the Court deems just and proper.

23
24 Dated: February 26, 2022

GROTEFELD HOFFMANN LLP



25
26 _____
Lilla Shkolnikov
Attorneys for Homesite Insurance Company

CERTIFICATE OF SERVICE

Homesite Insurance Company v. Norcold, Inc., et al.
 USDC DISTRICT OF NEVADA CASE NO. 2:21-cv-02167-RFB-DJA

I hereby certify that on this 28th day of February, I served a true and correct copy of the following document, **STIPULATION TO FILE SECOND AMENDED COMPLAINT PURSUANT TO FRCP 15(a)(2); [PROPOSED] ORDER; PLAINTIFF HOMESITE INSURANCE COMPANY’S SECOND AMENDED COMPLAINT** on all counsel of record as follows:

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EXECUTED ON February 28, 2023


 Emily Hallinan