

Ania Wlodek Moncrief wins Dismissal of Product Liability Claims

Our client manufactures lightening arrestors. In November 2019, a lawsuit was filed in rural western Kansas stemming from a November 2017 fire that was allegedly related to a lightening arrestor manufactured by our client. Our client was not named in that lawsuit until June 2022, when claims were brought against it for negligence, strict liability, and breach of the implied warranty of merchantability.

In Kansas, the statute of limitations for product liability claims is two years from the date of the injury giving rise to the claim. Immediately upon becoming involved in the case, Ania filed a Motion to Dismiss, arguing that the plaintiff's claims against our client were barred because the statute of limitations expired in November 2019, more than two and a half years before our client was sued. In an attempt to save its claim, the plaintiff argued that it did not know of the potential involvement of our client until April 2022 and thus, the amendment adding our client as a party should "relate back" to the date of the filing of the original lawsuit.

The Court granted our client's Motion to Dismiss in its entirety, rejecting the plaintiff's argument as inconsistent with Kansas law. As a result, judgment was entered for our client and its involvement in the lawsuit was ended before engaging in any discovery, saving significant costs and attorneys' fees.