

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
PENNSYLVANIA

Erie Insurance Exchange v. LeGrand North America LLC

Erie Insurance Exchange · No. 24-6730 · Decided December 2, 2025

SUMMARY

The United States District Court for the Eastern District of Pennsylvania denied LeGrand North America LLC's motion for summary judgment in a subrogation action arising from a residential fire allegedly caused by a defective electrical outlet. The court held that circumstantial evidence, including testimony that remodeled outlets were the same brand and expert confirmation that nearby outlets were manufactured by LeGrand, created a genuine dispute of material fact regarding whether LeGrand manufactured the outlet.

CASE DETAILS

COURT	United States District Court for the Eastern District of Pennsylvania
WRITING FOR THE COURT	Harvey Bartle III
JURISDICTION	United States District Court for the Eastern District of Pennsylvania
DECIDED	December 2, 2025
DOCKET	24-6730
DISPOSITION	other
PROCEDURAL POSTURE	LeGrand moved for summary judgment in Erie Insurance Exchange's diversity action alleging strict liability, negligence, and breach of warranty. The court denied the motion.
STANDARD OF REVIEW	Summary judgment is improper where the record presents a genuine dispute of material fact; a jury may resolve the manufacturer-identification issue through reasonable inferences from circumstantial evidence.
PRECEDENTIAL VALUE	unpublished district court memorandum

TOPICS

- summary judgment
- products liability
- strict liability
- negligence
- civil procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether summary judgment was proper where no witness directly identified LeGrand as the manufacturer of the defective outlet, but circumstantial evidence indicated that the outlet was the same brand as nearby LeGrand outlets.

HOLDINGS

1. Summary judgment was not warranted because a genuine dispute of material fact existed as to whether LeGrand manufactured the defective and damaged outlet.

KEY QUOTATIONS

“A jury may make a finding based on circumstantial evidence.”

“There is a genuine dispute of material fact as to whether LeGrand was the manufacturer of the defective and damaged outlet.”

FACTUAL BACKGROUND

A fire at Joshua and Rebecca Evans's home was allegedly caused by a defective basement electrical outlet. During remodeling, twelve outlets were installed and were reportedly all the same brand; LeGrand's expert confirmed that nearby outlets were manufactured by LeGrand. Although no witness could identify the manufacturer of the damaged outlet directly, the court held that the surrounding evidence could support a jury inference that LeGrand manufactured it.

PROCEDURAL HISTORY

Erie, as subrogee of its insureds, filed a diversity action seeking recovery for fire losses allegedly caused by a defective electrical outlet manufactured by LeGrand. LeGrand moved for summary judgment, arguing that the record contained no evidence that it manufactured the outlet. The court concluded that the record contained a genuine dispute of material fact and denied summary judgment.

DISPOSITION

other

CASES CITED

- Hozier v. Midwest Fasteners, Inc., 908 F.2d 1155, 1165 (3d Cir. 1990)

OPINION

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA ERIE INSURANCE EXCHANGE: CIVIL ACTION v.: LEGRAND NORTH AMERICA LLC: NO. 24-6730 MEMORANDUM Bartle, J. December 2, 2025 Plaintiff Erie

Insurance Exchange (“Erie”), as the subrogee of Joshua and Rebecca Evans, brings this diversity action against LeGrand North America LLC (“LeGrand”) with claims alleging strict liability, negligence and breach of warranty.

Erie has indemnified the Evans, its insureds, for the loss they sustained from a fire at their home. Erie maintains that the cause of the fire was a defective basement electrical outlet manufactured by LeGrand. It seeks to recover from LeGrand what it paid the Evans’. There appears to be no disagreement between the parties that a particular outlet was the cause of the fire.

LeGrand moves for summary judgment on the ground that there is no evidence in the record that it made the outlet in question. LeGrand cites only selective portions of the depositions and expert reports to support its position. These selections give a distorted picture of what is found in the record. It is undisputed that prior to this fire the Evans’ had made improvements in their basement to accommodate Rebecca Evans’ business.

In the process a number of new electrical outlets were installed, including the one that caused the fire. While none of the fact or expert witnesses can identify the manufacturer of the defective and damaged outlet, Rebecca Evans has testified that twelve outlets were installed during the remodeling and were all the same brand. LeGrand’s expert has confirmed that all the nearby outlets were manufactured by LeGrand.

A jury may make a finding based on circumstantial evidence. See *Hozier v. Midwest Fasteners, Inc.*, 908 F.2d 1155, 1165 (3d Cir. 1990); Third Circuit Model Civil Jury Instructions § 1.6 (2024). With the above evidence in the record, it would not be unreasonable for a jury to infer that the outlet which caused the fire was also a LeGrand product. There is a genuine dispute of material fact as to whether LeGrand was the manufacturer of the defective and damaged outlet.

Thus, LeGrand is not entitled to summary judgment.