

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF
TENNESSEE, NASHVILLE DIVISION

Flowers Mill Veterinary Hospital, Inc., individually and on behalf of
all others similarly situated v. Summus Medical Laser, LLC

Flowers Mill Veterinary Hospital · No. 3:25-cv-00602 · Decided March 4, 2026

SUMMARY

The United States District Court for the Middle District of Tennessee grants in part a motion to dismiss claims arising from the alleged sale of a counterfeit K-Laser therapy device. The court dismisses the breach-of-contract, unjust enrichment, and Tennessee Consumer Protection Act claims, while allowing the fraud claim to proceed. The court denies the motion to strike the class allegations.

CASE DETAILS

COURT	United States District Court for the Middle District of Tennessee, Nashville Division
WRITING FOR THE COURT	Waverly D. Crenshaw, Jr.
JURISDICTION	United States District Court for the Middle District of Tennessee, Nashville Division
DECIDED	March 4, 2026
DOCKET	3:25-cv-00602
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff brought a putative class action asserting breach of contract, fraud, unjust enrichment, and violations of the Tennessee Consumer Protection Act. Defendant moved to dismiss three claims and to strike the class allegations.
STANDARD OF REVIEW	On a motion to dismiss, the court accepts well-pleaded factual allegations as true, draws reasonable inferences in the plaintiff's favor, and determines whether the complaint states a facially plausible claim for relief.
PRECEDENTIAL VALUE	Unknown
PARTIES	Flowers Mill Veterinary Hospital, Inc., individually and on behalf of all others similarly situated v. Summus Medical Laser, LLC

TOPICS

motions to dismiss

third party beneficiary

unjust enrichment

consumer protection

class actions

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QUESTIONS PRESENTED

1. Whether Flowers Mill plausibly alleged that it was an intended third-party beneficiary of the distribution contract between Summus and Patterson.
2. Whether Flowers Mill was required to plead exhaustion of remedies against Patterson or futility before asserting unjust enrichment against Summus.
3. Whether the Tennessee Consumer Protection Act's five-year statute of repose barred the claim arising from the November 2018 transaction.
4. Whether the class allegations should be stricken because the underlying claims were subject to dismissal and Flowers Mill lacked standing.

HOLDINGS

1. Flowers Mill failed to plausibly allege that it was an intended third-party beneficiary and therefore could not enforce the contract.
2. Flowers Mill's unjust-enrichment claim failed because it did not plead that it exhausted its remedies against Patterson or that exhaustion would be futile.
3. The TCPA claim was barred because Flowers Mill sued more than five years after the November 2018 consumer transaction.
4. The motion to strike the class allegations was denied.
5. The fraud claim survived because Summus did not challenge it in the motion to dismiss.

KEY QUOTATIONS

“To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face.”

“A third party may recover under a contract only by “proving, from the terms of the contract or the circumstances surrounding its execution, that, at the time of contracting, he was an intended third-party beneficiary of the contract.””

“The TCPA’s statute of repose bars any claim that is brought more than five years after the date of the consumer transaction giving rise to the claim, regardless of when the cause of action accrues.”

FACTUAL BACKGROUND

Flowers Mill purchased a therapy laser in 2018 through Patterson Veterinary Supply, a third-party distributor, after choosing the K-Laser brand for its reputation and paying approximately \$33,050. Summus supplied and

delivered the device and trained Flowers Mill's staff, but allegedly did not disclose that the device was a Chinese-manufactured counterfeit bearing fake K-Laser branding. After the device malfunctioned in March 2025, Flowers Mill learned from the successor to the authentic manufacturer that the laser was counterfeit.

PROCEDURAL HISTORY

Flowers Mill filed suit in the Middle District of Tennessee. Summus moved to dismiss the breach-of-contract, unjust-enrichment, and TCPA claims and moved to strike the class allegations. The court dismissed those three claims, dismissed the TCPA claim with prejudice, allowed the fraud claim to proceed, and denied the motion to strike.

DISPOSITION

other

CASES CITED

- Erickson v. Pardus, 551 U.S. 89, 94 (2007)
- Venema v. West, 133 F.4th 625, 632 (6th Cir. 2025)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Doe v. Baum, 903 F.3d 575, 581 (6th Cir. 2018)
- Wallis v. Brainerd Baptist Church, 509 S.W.3d 886, 899-900 (Tenn. 2016)
- Freeman Indus., LLC v. Eastman Chem. Co., 172 S.W.3d 512, 525-26 (Tenn. 2005)
- Bennett v. Visa U.S.A. Inc., 198 S.W.3d 747, 756-57 (Tenn. Ct. App. 2006)
- Kalos, LLC v. Twin Springs at White House, LLC, No. 21-5352, 2022 WL 59617, at *2 (6th Cir. Jan. 6, 2022)
- French v. First Union Securities, Inc., 209 F. Supp. 2d 818, 826 (M.D. Tenn. 2002)
- Cates v. Stryker Corp., No. 3:10-CV-546, 2012 WL 256199, at *5 (E.D. Tenn. Jan. 27, 2012)
- Penley v. Honda Motor Co., 31 S.W.3d 181, 184 (Tenn. 2000)