

IN THE COUNTY COURT OF
THE SEVENTH JUDICIAL
CIRCUIT, IN AND FOR SAINT
JOHNS COUNTY, FLORIDA

BRADLEY BYRD, an individual, and
ANNA BYRD, an individual,

Plaintiffs,

v.

Case No.:

Div.:

COSTCO WHOLESALE CORPORATION, a
foreign for profit corporation, COSTCO-
INNOVEL SOLUTIONS, LLC, d/b/a
COSTCO WHOLESALE LOGISTICS, a
foreign limited liability company, and RXO
LAST MILE, INC., a foreign for profit
corporation,

Defendants.

COMPLAINT

Plaintiffs, BRADLEY BYRD and ANNA BYRD (collectively the “Byrds”) by and through their undersigned counsel, sue Defendants, COSTCO WHOLESALE CORPORATION (“Costco”), COSTCO-INNOVEL SOLUTIONS, LLC d/b/a COSTCO WHOLESALE LOGISTICS (“CIS”), and RXO LAST MILE, INC. (“RXO”) (collectively “Defendants”), and states as follows:

PARTIES, JURISDICTION, AND VENUE

1. The Byrds are married individuals residing at 153 Tate Lane, St. Johns, St. Johns County, Florida.

2. Defendant Costco is a Washington for profit corporation with its principal place of business located at 999 Lake Drive, Issaquah, WA 98027. Costco operates 547 warehouses in the United States and Puerto Rico, including St. Johns County, Florida.

3. Defendant CIS is a Delaware limited liability company with its principal place of business located at 999 Lake Drive, Issaquah, WA 98027. CIS conducts business in Florida as Costco Wholesale Logistics, a fictitious name registered with the Florida Secretary of State and owned by CIS. CIS is wholly-owned by Costco and provides “final mile” delivery and complete “white glove” installation services for Costco.

4. Defendant RXO is a Georgia for profit corporation with its principal place of business located at 1851 West Oak Parkway, Suite 100, Marietta, GA 30062. RXO is a “last mile” delivery provider providing contract delivery services for Costco and CIS.

5. This is an action for damages in excess of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00), exclusive of interest, costs, and attorneys’ fees.

6. Venue is proper in this Court as all acts, occurrences, and related matters, occurred or failed to occur within this venue.

7. All conditions precedent to the commencement of this action have occurred or have otherwise been waived.

FACTS

8. On November 18, 2024, the Byrds purchased from Costo a 25.8 cubic foot, 36-inch, stainless steel, Kitchen Aid refrigerator (the “Refrigerator”). The purchase price of the Refrigerator was \$3,499.99. The purchase price of the Refrigerator included delivery and installation by Costco.

9. Upon information and belief, Costco contracted the delivery and installation of the Refrigerator to its wholly-owned subsidiary, CIS. Upon further information and belief, CIS further sub-contracted the delivery and installation of the Refrigerator to RXO.

10. RXO delivered and installed the Refrigerator on or about December 2, 2024. During the installation, RXO failed to properly connect the water supply line to the icemaker component in the Refrigerator.

11. RXO's faulty installation of the water supply line caused several hundred gallons of water to flood the Byrds' home. The flooding was discovered when the Byrds returned to their home that evening after installation of the Refrigerator.

12. Upon discovery of the flooding, Bradley Byrd contacted Costco and was informed by Tony Dattilo, Vice President for "Costco Logistics"), that RXO had handled the delivery and installation on behalf of the Costco entities. Mr. Byrd then communicated with RXO and RXO admitted that the installer RXO had used for the installation had failed to properly connect the water supply line to the icemaker and that it was responsible for the flooding.

13. As a result of the flooding caused by the botched delivery and installation of the Refrigerator, the Byrds have suffered damages in excess of \$500,000.00.

COUNT ONE – NEGLIGENCE
(Against all Defendants)

14. The Byrds incorporate by reference the allegations set forth in paragraphs 1 through 13 above as though fully alleged herein.

15. Defendants owed the Byrds a duty to properly deliver and install the Refrigerator. Indeed, the Defendants tout their expertise in “last mile” “white glove” installation services.

16. Defendants breached their respective duties owed to the Byrds due to the improper connection of the water supply line. The improper installation caused extensive flooding the Byrds’ home and the Byrds have suffered damages in excess of \$500,000.00.

COUNT II – BREACH OF IMPLIED WARRANTY
(Against all Defendants)

17. The Byrds incorporate by reference the allegations set forth in paragraphs 1 through 13 above as though fully alleged herein.

18. Defendants owed the Byrds an implied warranty that the Refrigerator would be delivered and installed without defects. Indeed, the Defendants tout their expertise in “last mile” “white glove” installation services.

19. Defendants breached the implied warranty to the Byrds due to the improper connection of the water supply line. The improper installation constituted a defect in the Refrigerator that caused extensive flooding to the Byrds’ home. As a result of the breach, the Byrds have suffered damages in excess of \$500,000.00.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, BRADLEY BYRD and ANNA BYRD, request this honorable Court for entry of judgment against Defendants, COSTCO WHOLESALE CORPORATION, COSTCO-INNOVEL SOLUTIONS, LLC, and RXO LAST MILE, INC., for damages in an amount to be determined at trial, with pre-judgment and post-judgment interest thereon, all costs expended in this action, attorney’s fees, and for such other relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs request a jury trial for all such triable issues.

Respectfully submitted this 19th day of September, 2025.

JOHN D. WEBB, P.A.

s/ John D. Webb

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