

4. Defendant Black & Decker (U.S.), Inc. is a corporation organized and existing under the laws of foreign jurisdiction with its principal place of business outside of the State of South Carolina. Defendant Black & Decker (U.S.), Inc. manufactures and distributes goods and products within the stream of commerce of the United States of America, including the State of South Carolina. Defendant Black & Decker (U.S.), Inc. is registered to do business in the State of South Carolina.

5. Defendant DeWalt Industrial Tool Company is a company organized and existing under the laws of foreign jurisdiction with its principal place of business outside of the State of South Carolina. Defendant DeWalt Industrial Tool Company manufactures and distributes goods and products within the stream of commerce of the United States of America, including the State of South Carolina. Defendant DeWalt Industrial Tool Company is not registered to do business in the State of South Carolina.

6. Defendant Lowe's Home Centers, LLC is a company organized and existing under the laws of foreign jurisdiction with its principal place of business outside of the State of South Carolina. Defendant Lowe's Home Centers, LLC, doing business as "Lowe's Home Improvement" is a retail company specializing in home improvements, tools, and hardware supplies, with multiple locations throughout South Carolina. Defendant Lowe's Home Centers, LLC sells tools and products that are designed, manufactured, and distributed by Defendants Stanley Black and Decker Inc., Black & Decker (U.S.), Inc., and DeWalt Industrial Tool Company. Defendant Lowe's Home Centers, LLC is registered to do business in the State of South Carolina.

JURISDICTION & VENUE

7. This Court has personal jurisdiction over Defendants Stanley Black and Decker Inc., Black & Decker (U.S.), Inc., DeWalt Industrial Tool Company, and Defendant Lowe's Home

Centers, LLC as this action involves the transaction of business in this State, the contracting to supply goods in this State, the causing of a tortious injury in this State, and the production, manufacture, or distribution of goods with the reasonable expectation that those goods would be used or consumed in this State.

8. Venue is proper in this Court as the most substantial acts and omissions giving rise to these causes of action occurred in Horry County.

9. Plaintiffs request a jury for all causes of action.

FACTS

10. On Sunday, June 2, 2024, Plaintiff Heather McMillan went to the Lowe’s Home Improvement store located in North Myrtle Beach to pick up supplies to perform renovations to their condominium located in Horry County.

11. Plaintiffs purchased from the Lowe’s Home Improvement store a two (2) pack of DeWalt circular saw blades, listed on the packaging as DWA110CMB.

12. The DeWalt circular saw blades were designed, manufactured, and placed into the stream of commerce for sale at Defendant Lowe’s Home Centers, LLC’s retail locations by Defendants Stanley Black and Decker Inc., Black & Decker (U.S.), Inc., and DeWalt Industrial Tool Company.

13. The DeWalt packaging contained two (2) ten-inch (10”) general purpose blades, with one (1) 60T Carbide Teeth, product number DWA11060; and (1) 40T Carbide Teeth, product number DWA11040.

14. On Friday, June 7, 2024, Plaintiff Michael McMillan began performing renovations to the condominium.

15. As part of the renovation work, Plaintiff Michael McMillan installed and used the DeWalt saw blade 60T Carbide Teeth (DWA11060) (hereinafter “DeWalt Saw Blade”) on his 10-inch DeWalt Table Saw.

16. The DeWalt Saw Blade had code N840337 imprinted on the back of the blade.

17. Plaintiff Michael McMillan used the 10-inch DeWalt Table Saw to cut certain pieces of wood products.

18. At approximately 6:00 pm, while in the process of concluding work for the day and packing up the tools, Plaintiff Michael McMillan walked near the DeWalt Table Saw to turn off the saw.

19. When Plaintiff Michael McMillan pressed the power-off button to the DeWalt Table Saw, he heard a “ting” and simultaneously an object flew directly into his right eye.

20. Plaintiff Michael McMillan was taken immediately to the nearest hospital and was eventually transferred to the Medical University of South Carolina in Charleston.

21. Through diagnostic scans, medical procedures, and surgeries spanning several weeks to extract the object from his eye, it was determined that the object lodged in his eye was a metal carbide tip of the DeWalt Saw Blade.

22. Upon inspecting the DeWalt Saw Blade, it was revealed that several carbide tips on the blade teeth were missing.

23. Plaintiff Michael McMillan has incurred extensive medical care for his injuries, including multiple hospitalizations and surgeries for his right eye.

24. Plaintiff Michael McMillan is now blind in his right eye.

25. As a result of these injuries, Plaintiff Michael McMillan has incurred, and will continue to incur in the future, medical expenses, and has suffered and will continue to suffer in

the future, physical and mental pain and suffering, permanent injury, disfigurement, emotional anguish, lost wages, loss of earning capacity and loss of enjoyment of life.

26. Defendants Stanley Black and Decker Inc., Black & Decker (U.S.), Inc., and DeWalt Industrial Tool Company failed to properly design, manufacture, test, warn and/or inspect the DeWalt Saw Blade, and these failures allowed the carbide tip of the DeWalt Saw Blade to detach from the metal.

27. The carbide tip of the DeWalt Saw Blade detached and separated from the metal blade due to the failure to properly solder, flux, tin, or prepare the surface for brazing at the joint of the saw blade and the carbide tip, a failure that occurred during manufacturing and on the product line of the DeWalt Saw Blade.

28. Defendants Stanley Black and Decker Inc., Black & Decker (U.S.), Inc., and DeWalt Industrial Tool Company sold and distributed to Defendant Lowe's Home Centers, LLC the defective DeWalt Saw Blade for purpose of resale to customers of Lowe's Home Improvement stores.

29. The DeWalt Saw Blade was defective when it left the hands of Defendants Stanley Black and Decker Inc., Black & Decker (U.S.), Inc., and DeWalt Industrial Tool Company, and then was sold to Plaintiffs by Defendant Lowe's Home Centers, LLC in that defective condition.

30. The injury occurred because the DeWalt Saw Blade was in a defective condition unreasonably dangerous to Plaintiff Michael McMillan as the user.

FIRST CAUSE OF ACTION
(Strict Liability)

31. Each and every allegation contained in this Complaint which is not inconsistent with the cause of action is hereby incorporated as if repeated verbatim herein.

32. Defendants Stanley Black and Decker Inc., Black & Decker (U.S.), Inc., DeWalt Industrial Tool Company, and Defendant Lowe's Home Centers, LLC sold or placed into the stream of commerce the DeWalt Saw Blade.

33. The DeWalt Saw Blade reached Plaintiff Michael McMillan, a user and consumer, without substantial change in the condition in which the DeWalt Saw Blade was sold.

34. The DeWalt Saw Blade was sold to Plaintiff Michael McMillan in a defective, unfit, and unusually dangerous condition to users.

35. Defendants Stanley Black and Decker Inc., Black & Decker (U.S.), Inc., DeWalt Industrial Tool Company, and Defendant Lowe's Home Centers, LLC are strictly liable for actual and punitive damages.

SECOND CAUSE OF ACTION
(Negligence / Gross Negligence / Recklessness)

36. Each and every allegation contained in this Complaint which is not inconsistent with the cause of action is hereby incorporated as if repeated verbatim herein.

37. Defendants Stanley Black and Decker Inc., Black & Decker (U.S.), Inc., DeWalt Industrial Tool Company, and Defendant Lowe's Home Centers, LLC owed a duty to exercise reasonable care in the design, development, manufacture, testing, furnishing, inspection, marketing and distribution of the DeWalt Saw Blade and to ensure that it was free of unreasonable risk of harm to users and others.

38. Defendants Stanley Black and Decker Inc., Black & Decker (U.S.), Inc., DeWalt Industrial Tool Company, and Defendant Lowe's Home Centers, LLC negligently and recklessness designed, manufactured, assembled, serviced, inspected, tested or failed to test, marketed, distributed, and sold the DeWalt Saw Blade.

39. At the time of the incident, the DeWalt Saw Blade, which was in substantially the same condition as when it left manufacturing and was sold and/or distributed to the Plaintiffs, was being used in a manner that was foreseeable and intended.

40. Defendants Stanley Black and Decker Inc., Black & Decker (U.S.), Inc., DeWalt Industrial Tool Company, and Defendant Lowe's Home Centers, LLC knew, or in the exercise of reasonable care, should have known, that the DeWalt Saw Blade was unreasonably dangerous.

41. Defendants Stanley Black and Decker Inc., Black & Decker (U.S.), Inc., DeWalt Industrial Tool Company, and Defendant Lowe's Home Centers, LLC were negligent in failing to properly solder, flux, tin, or prepare the surface for brazing at the joint of the saw blade and the carbide tip, a failure that occurred during the manufacturing of and on the product line of the DeWalt Saw Blade.

42. Defendants Stanley Black and Decker Inc., Black & Decker (U.S.), Inc., DeWalt Industrial Tool Company, and Defendant Lowe's Home Centers, LLC were negligent in failing to properly oversee the manufacturing process to ensure that it complied with proper standards for applying carbide tips to saw blades, a failure that occurred during the manufacturing of and on the product line of the DeWalt Saw Blade.

43. Defendants Stanley Black and Decker Inc., Black & Decker (U.S.), Inc., DeWalt Industrial Tool Company, and Defendant Lowe's Home Centers, LLC were negligent in failing to perform proper quality assurance of the manufacturing of the saw blades, and failing to reasonably inspect the products for safety to ensure the carbide tips would not unexpectedly or unreasonably detach from the saw blade.

44. Defendants Stanley Black and Decker Inc., Black & Decker (U.S.), Inc., DeWalt Industrial Tool Company, and Defendant Lowe's Home Centers, LLC were negligent in failing to test the saw blades, in particular the DeWalt Saw Blade.

45. Defendants Stanley Black and Decker Inc., Black & Decker (U.S.), Inc., DeWalt Industrial Tool Company, and Defendant Lowe's Home Centers, LLC were negligent in failing to warn of the foreseeable likelihood that carbide tips would detach from the saw blade under normal operation and use.

46. Defendants Stanley Black and Decker Inc., Black & Decker (U.S.), Inc., DeWalt Industrial Tool Company, and Defendant Lowe's Home Centers, LLC were negligent in failing to design the DeWalt Saw Blade in a manner that would not allow carbide tips to detach from the saw blade under normal operation and use.

47. The negligent acts and omissions of Defendants Stanley Black and Decker Inc., Black & Decker (U.S.), Inc., DeWalt Industrial Tool Company, and Defendant Lowe's Home Centers, LLC were the proximate cause of Plaintiff Michael McMillan's injuries and damages.

48. Plaintiff Michael McMillan is entitled to an award of actual and punitive damages.

THIRD CAUSE OF ACTION
(Breach of Warranties)

49. Each and every allegation contained in this Complaint which is not inconsistent with the cause of action is hereby incorporated as if repeated verbatim herein.

50. By act, word and/or deed at the time of sale, Defendants Stanley Black and Decker Inc., Black & Decker (U.S.), Inc., DeWalt Industrial Tool Company, and Defendant Lowe's Home Centers, LLC made certain express warranties, implied warranties of merchantability, and implied warranties of fitness for a particular purposes regarding the DeWalt Saw Blade, which was part of the basis of the bargain and/or which arose by operation of law.

51. Plaintiff Michael McMillan rightfully and reasonably relied upon the express and implied warranties of the Defendants.

52. By reason of and in consequence of the Defendants' breach of express and implied warranties, Plaintiff Michael McMillan suffered the injuries and damages.

53. Plaintiff Michael McMillan is entitled to an award of actual and punitive damages.

FOURTH CAUSE OF ACTION
(Loss of Consortium)

54. Each and every allegation contained in this Complaint which is not inconsistent with the cause of action is hereby incorporated as if repeated verbatim herein.

55. Plaintiffs Michael McMillan and Heather McMillan are legally married.

56. As a result of the injuries sustained by her husband, Plaintiff Heather McMillan is entitled to be compensated for the loss of consortium, loss of spousal services, aid, companionship, society, intimacy, domestic duties and marital obligations, including the anxiety, loss of enjoyment of life, and lost wages that she has incurred.

57. Plaintiff Heather McMillan is entitled to an award of actual and punitive damages.

WHEREFORE, Plaintiffs Michael McMillan and Heather McMillan pray this Honorable Court for judgment against Defendants, jointly and severally, for: (a) actual and consequential damages; (b) punitive damages; (c) pre-judgment interest; (d) costs and attorney's fees in instituting this action; and for such other and further legal and equitable relief as this Honorable Court may deem just and proper.

[SIGNATURE PAGE TO FOLLOW]

Respectfully submitted,

By: /s/ Robert F. Goings
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October 10, 2024
Columbia, South Carolina

COMPLAINT
JURY TRIAL DEMANDED