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23 **IN THE UNITED STATES DISTRICT COURT**
24 **IN AND FOR THE DISTRICT OF ARIZONA**

25 GLEN AVERY,

26 Plaintiff,

27 v.

28 ONE WORLD TECHNOLOGIES,
INC.; TECHTRONIC INDUSTRIES
NORTH AMERICA, INC.; RIDGID,
INC.; RIDGID TOOL COMPANY;
EMERSON ELECTRIC COMPANY;
HOME DEPOT USA, INC.,

Defendants.

Case No.

**COMPLAINT AND DEMAND FOR
JURY TRIAL**

Plaintiff Glen Avery, by and through his attorneys, Burg, Simpson, Eldredge,
Hersh & Jardine, P.C., for his Complaint and Jury Demand, alleges as follows:

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PARTY PLAINTIFF

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1. Plaintiff Glen Avery is a resident and citizen of Yavapai County, Arizona. Plaintiff was injured on February 25, 2015 while using a Ridgid table saw that he purchased in Arizona.

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PARTY DEFENDANTS

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2. Defendant One World Technologies, Inc. ("One World") is a corporation organized under the laws of the State of Delaware, with its principal place of business in South Carolina.

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3. One World is a company that manufactures a wide variety of power tools, including table saws and other woodworking tools.

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4. The product manual provided with Plaintiff's Ridgid table saw states that One World manufactured Plaintiff's Ridgid table saw.

5. Upon information and belief, One World was also involved with the design, marketing, testing, advertising, promotion, sale, and/or distribution of Ridgid branded table saws, including the one purchased and used by Plaintiff.

6. One World has, at all relevant times, transacted and conducted business in the State of Arizona, and has derived substantial revenue from interstate commerce.

7. Further, One World expected or should have expected that its acts would have consequences in the State of Arizona.

8. Defendant Techtronic Industries North America, Inc. ("Techtronic") is a corporation organized under the laws of the State of Delaware, with its principal place of business in South Carolina. One World is a subsidiary of Techtronic.

1 9. Upon information and belief, Techtronic exercises dominion and control
2 over One World and is involved in the design, marketing, testing, advertising, promotion,
3 sale, distribution, licensing, and/or manufacturing of products made by One World,
4 including Ridgid products and Plaintiff's Ridgid table saw.
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6 10. Techtronic has, at all relevant times, transacted and conducted business in
7 the State of Arizona, and has derived substantial revenue from interstate commerce.
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9 11. Techtronic expected or should have expected that its acts would have
10 consequences in the State of Arizona.

11 12. Ridgid, Inc. is a corporation organized under the laws of the State of
12 Delaware, with its principal place of business in Ohio.

13 13. The product manual provided with Plaintiff's table saw states that the
14 Ridgid trademark on Plaintiff's saw was licensed from Ridgid, Inc.
15

16 14. Upon information and belief, Ridgid, Inc. was involved with the design,
17 manufacture, marketing, testing, advertising, promotion, sale, and/or distribution of
18 Ridgid branded table saws, including the one purchased and used by Plaintiff.
19

20 15. Ridgid, Inc. has, at all relevant times, transacted and conducted business in
21 the State of Arizona, and has derived substantial revenue from interstate commerce.

22 16. Ridgid, Inc. expected or should have expected that its acts would have
23 consequences in the State of Arizona.
24

25 17. The Ridge Tool Company is a corporation organized under the laws of the
26 State of Ohio, with its principal place of business in Ohio. Ridgid, Inc. is a subsidiary of
27 the Ridge Tool Company.
28

1 18. The Ridge Tool Company manufactures a wide variety of industrial
2 products, including power tools and table saws. These tools are marketed and sold using
3 the Ridgid name.
4

5 19. Upon information and belief, the Ridge Tool Company exercises dominion
6 and control over Ridgid, Inc. and is involved in the design, manufacture, marketing,
7 testing, advertising, promotion, sale, and/or distribution of Ridgid branded tools, including
8 Plaintiff's Ridgid table saw.
9

10 20. The Ridge Tool Company has, at all relevant times, transacted and
11 conducted business in the State of Arizona, and has derived substantial revenue from
12 interstate commerce.
13

14 21. The Ridge Tool Company expected or should have expected that its acts
15 would have consequences in the State of Arizona.
16

17 22. Emerson Electric Company ("Emerson") is a corporation organized under
18 the laws of Missouri, with its principal place of business in Missouri. The Ridge Tool
19 Company and Ridgid Inc. are subsidiaries of Emerson.
20

21 23. Upon information and belief, Emerson exercises dominion and control over
22 Ridgid, Inc. and the Ridge Tool Company, and is involved in the design, manufacture,
23 marketing, testing, advertising, promotion, sale, and/or distribution of Ridgid branded
24 tools, including Plaintiff's Ridgid table saw.
25

26 24. Emerson has, at all relevant times, transacted and conducted business in the
27 State of Arizona, and has derived substantial revenue from interstate commerce.
28

1 25. Emerson expected or should have expected that its acts would have
2 consequences in the State of Arizona.

3 26. Home Depot USA, Inc. (“Home Depot”) is a corporation organized under
4 the laws of Delaware, with its principal place of business in Georgia.
5

6 27. Home Depot maintains retail stores selling industrial products in multiple
7 states, including Arizona.

8 28. Upon information and belief, Emerson licensed the Ridgid trademark to
9 Home Depot pursuant to a licensing agreement.
10

11 29. Home Depot has used the Ridgid trademark to market a line of power tools,
12 including the Ridgid table saw Plaintiff purchased.

13 30. Accordingly, Home Depot is involved in the design, manufacture,
14 marketing, testing, advertising, promotion, sale, and/or distribution of Ridgid branded
15 tools, including Plaintiff’s Ridgid table saw.
16

17 31. Home Depot has, at all relevant times, transacted and conducted business in
18 the State of Arizona, and has derived substantial revenue from interstate commerce.
19

20 32. In fact, Plaintiff purchased the Ridgid table saw at issue from a Home Depot
21 store located in Arizona.

22 33. Home Depot expected or should have expected that its acts, including sales
23 of table saws, would have consequences in the State of Arizona.
24

25 **JURISDICTION AND VENUE**

26 34. Plaintiff alleges damages in excess of \$75,000.00, exclusive of interests and
27 costs.
28

1 35. The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332, as
2 complete diversity exists between Plaintiff and the Defendants, and the amount in
3 controversy exceeds \$75,000.00.
4

5 36. The Court has personal jurisdiction over Defendants because Defendants
6 have regularly and purposefully transacted business, and engaged in commercial activities
7 within the State of Arizona and this District.
8

9 37. Venue is proper within this District pursuant to 28 U.S.C. § 1391(b) because
10 a substantial part of the events giving rise to this action occurred in this District.
11

FACTUAL BACKGROUND

12 38. In or about 2009, Plaintiff purchased a Ridgid Inc. branded ten inch table
13 saw, model number R4510, from a Home Depot store in Arizona.
14

15 39. The “Ridgid” trademark is owned by Defendant Ridgid, Inc., a wholly-
16 owned subsidiary of Defendant Emerson. Upon information and belief, Emerson licensed
17 the Ridgid mark to Home Depot, which used the mark to market a line of power tools.
18

19 40. Upon information and belief, Home Depot used the Ridgid trademark to
20 market a line of power tools, including Plaintiff’s table saw.
21

22 41. While the product manual provided with Plaintiff’s table saw states that One
23 World manufactured his table saw, upon information and belief, Ridgid, Inc., Ridge Tool
24 Company, Emerson, and/or Techtronic were also involved with the design, manufacture,
25 assembly, testing, and certification of Plaintiff’s table saw.
26

27 42. Plaintiff, an experienced woodworker, reviewed all instructions and
28 warnings—including those provided in the Ridgid table saw’s product manual—before

1 first using the table saw. Plaintiff continued to review these instructions and warnings,
2 including those provided in the product manual, over time as he performed different cuts
3 with the table saw. When instructed, Plaintiff also used accessories, such as a push stick,
4 that were provided by Defendants with the table saw.
5

6 43. Plaintiff used the table saw without incident for approximately five years.
7 However, this changed on February 25, 2015, when Mr. Avery used this table saw in an
8 attempt to make a rip cut on a long and narrow piece of wood.
9

10 44. A rip cut is a cut that is made along the length of a workpiece as opposed to
11 across the workpiece.

12 45. The wood Plaintiff cut was approximately one inch wide, approximately
13 two to three inches tall, and was longer than it was tall.
14

15 46. The wooden workpiece Plaintiff cut was shaped like a right triangle. The
16 longer leg of this right triangle rested on the table during the cut, and the shorter leg stood
17 vertically closest to Plaintiff. The hypotenuse of this triangle faced away from Plaintiff in
18 descending fashion toward the saw blade, meaning that the highest point of workpiece
19 was closest to Plaintiff.
20

21 47. The cut Plaintiff performed started as a “through” cut, meaning that the
22 table saw’s blade completely cut through the wooden workpiece, exposing the table saw’s
23 blade. However, as Plaintiff pushed the workpiece towards and through the table saw’s
24 blade, and as the height of the workpiece naturally increased as it approached the blade,
25 the cut transitioned into a “non-through cut.”
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1 48. A non-through cut occurs when a table saw's blade does not completely cut
2 through the workpiece, which means that some wood covers the rotating saw blade.

3 49. Plaintiff followed all of the applicable warnings and instructions, including
4 those provided in the Ridgid table saw's manual, for making this cut.
5

6 50. For example, Plaintiff utilized the product's "rip fence" when making the
7 cut. A rip fence is a metal fence which guides the workpiece during a rip cut. The fence
8 provides a barrier that prevents the workpiece from moving to one side during the cut.
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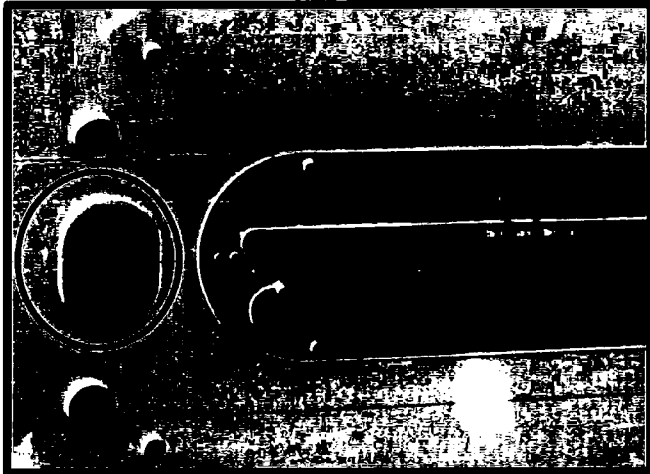
10 51. Plaintiff also used a "push stick" when performing this cut. A push stick is
11 a device that can be used to push a workpiece through the table saw's blade. These
12 devices are placed at the end or behind the workpiece, and allow the table saw user to
13 push the workpiece forward into the blade.
14

15 52. Defendants included a push stick as an accessory with the Ridgid table saw
16 Plaintiff purchased. Plaintiff used this push stick when performing the cut discussed
17 herein.
18

19 53. Because the workpiece Plaintiff cut was narrow, he used his left hand to
20 guide the workpiece and to prevent it from moving into a position it was not supposed to
21 be. Mr. Avery's right hand pushed the workpiece using the push stick, which was
22 stationed just behind the workpiece.
23

24 54. The table saw features an "Ind-I-Cut Alignment Disc" ("Ind-I-Cut"). This is
25 a plastic insert which table saw users can mark to indicate where a workpiece will be cut.
26 The Indi-I-Cut disc on Plaintiff's table saw is depicted by the red circle in the photograph
27 below:
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55. The photograph above also shows many black lines on the table saw. Plaintiff used a pencil to mark these lines on the table saw's surface. The Ind-I-Cut disc was therefore unnecessary, as table saw operators did not need a special disc to mark the table saw's surface.

56. As the photograph above illustrates, including the shadows on the Ind-I-Cut disc itself, the Ind-I-Cut disc is not designed in a way that ensures it will be flush with the surface of the table saw. Instead, the plastic disc can sit above or below the table saw's surface.

57. When the disc is located below the table saw's surface, as it was on Plaintiff's saw, it creates an indent on the table saw's surface directly in front of the table saw's blade.

58. As Plaintiff performed the cut on February 25, 2015, the push stick he was using became caught on the edges surrounding the recessed Ind-I-Cut disc. This caused the push stick Plaintiff was using to abruptly stop.

1 59. Plaintiff, an experienced woodworker, knew that workpieces can “kickback”
2 in certain situations. A kickback occurs when a table saw’s blade binds or stalls on a
3 workpiece. This causes the workpiece to be thrown back at the table saw operator,
4 potentially causing serious injuries and even death.

6 60. When the push stick Plaintiff was using caught on the edges surrounding the
7 Ind-I-Cut disc, Plaintiff feared that a kickback was about to occur. Plaintiff accordingly
8 attempted to move his body out of the path the workpiece would likely travel if it was
9 kicked back. However, as he was doing so, fingers on his left hand came in contact with
10 the table saw’s blade, causing significant injuries.

12 61. Plaintiff was immediately taken to the Yavapai Regional Medical Center for
13 medical treatment. Doctors identified that Plaintiff had: (1) a traumatic partial amputation
14 of his left index finger; (2) a neuroma on his left index finger; (3) lacerations on his left
15 middle and ring fingers; (4) fractures in his left index and ring fingers; and, (5)
16 degenerative changes in one of his left thumb joints.

18 62. While the table saw did not completely cut through Plaintiff’s left index
19 finger, his medical providers were ultimately not able to save the entire finger. Instead,
20 Plaintiff’s medical providers were forced to completely sever a portion of Plaintiff’s left
21 index finger, and also had to remove the neuroma that had developed on this finger.
22 Accordingly, a portion of Plaintiff’s left index finger is permanently missing, as shown by
23 the photograph below:
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10 63. Although Plaintiff's injury occurred nearly two years ago, he continues to
11 experience pain and numbness in his left hand daily. He also cannot bend the remaining
12 portions of his left index finger, preventing him from being able to effectively utilize it
13 during his day-to-day life.
14

15 64. Further, Plaintiff was an avid wood worker, golf player, piano player, and
16 guitar player prior to his injuries. He can no longer perform any of these activities as a
17 result of his injuries.
18

19 **THE RIDGID TABLE SAW WAS DEFECTIVELY DESIGNED**

20 65. The Ridgid table saw Plaintiff purchased and used was in a defective
21 condition at the time it was designed, manufactured, sold, and/or marketed by the
22 Defendants and at the time it left Defendant's possession in at least the following ways.
23

24 66. First, the table saw failed to incorporate flesh-detecting technology, such as
25 the technology utilized by SawStop, LLC ("SawStop"), into the design of the table saw.
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1 67. The saw blades of table saws that utilize flesh-detecting technology come to
2 an immediate stop upon detection of flesh coming into contact with the blade, such that
3 there is no laceration or very minimal injury to the flesh, more akin to a scratch.
4

5 68. Defendants were aware of this technology in or around 2000 and/or 2001,
6 well before Plaintiff's injuries.

7 69. In fact, employees of Ryobi Technologies, Inc., a subsidiary of One World
8 until it merged into One World in 2004, and Defendant Emerson specifically met with
9 SawStop representatives in 2000 and/or 2001 to review this technology.
10

11 70. SawStop later presented Defendants Emerson, Techtronic, One World,
12 and/or entities affiliated with these Defendants, with a licensing agreement to allow
13 Defendants to use SawStop's technology.
14

15 71. However, despite being aware of this technology, and in some cases after
16 being presented with a licensing agreement, Defendants failed to incorporate flesh-
17 detection technology into their table saws, including Plaintiff's table saw.
18

19 72. SawStop has alleged in a recent lawsuit that Defendants' decision was
20 motivated by an industry-wide boycott of its products. *SD3, LLC v. Black & Decker*
21 *(U.S.) Inc.*, 801 F.3d 412, 418 (4th Cir. 2015), *cert. denied*, 136 S. Ct. 2485 (holding that
22 SawStop's complaint allegations "suggest a plausible agreement to engage in a group
23 boycott" of its products).¹
24
25
26

27 ¹ One World, Techtronic, and Emerson were named defendants in this lawsuit. It is worth noting that the lawsuit was
28 recently dismissed on statute of limitations grounds, but not on the substantive merits. *SD3, LLC v. Black & Decker*
(U.S.), Inc., Civil Action No. 1:14-cv-00191, 2016 U.S. Dist. LEXIS 144730 (E.D. Va. Oct. 18, 2016).

1 73. SawStop alleged that this boycott was launched, at least in part, because of
2 Defendants' potential product liability exposure. *Id.* at 419.

3 74. Plaintiff purchased the Ridgid table saw in or about December 2009.

4 75. As SawStop has alleged in court filings, and upon reasonable information
5 and belief, flesh detecting technology could have been implemented on "all table saws" by
6 2008. *Id.*

7 76. This technology could have therefore been integrated into the Ridgid table
8 saw's design prior to its manufacture and sale to Plaintiff.

9 77. Integration of flesh-detecting technology, such as SawStop's technology,
10 would have prevented or greatly reduced Plaintiff's injury.

11 78. For example, SawStop's technology, once activated, can stop a spinning
12 table saw blade in less than five milliseconds. Furthermore, the momentum caused by the
13 sudden braking of the table saw's blade carries it beneath the table saw's surface,
14 preventing further harm to the operator.

15 79. Accordingly, the product was unreasonably dangerous because it failed to
16 utilize this flesh-detecting technology.

17 80. Second, Defendants' table saw marketed and sold to Plaintiff was also
18 defective, because in addition to failing to incorporate the readily available SawStop
19 technology, Defendants failed to provide any other type of feature on the table saw blade
20 which, like SawStop's flesh-detecting technology, would stop the table saw's blade once
21 it made contact with the operator.
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1 81. Defendants were aware of such technology well before Plaintiff's table saw
2 was manufactured. However, despite being aware of such technology, Defendant failed to
3 incorporate this technology into the design of Plaintiff's table saw.
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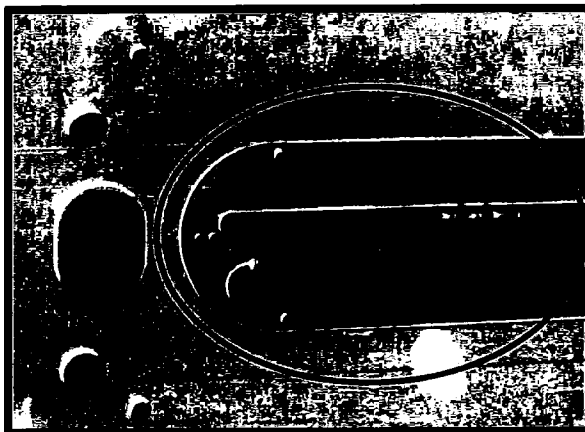
5 82. Third, Defendants' table saw marketed and sold to Plaintiff was defectively
6 designed because the Ind-I-Cut disc created a risk that objects, including push sticks,
7 could get caught on the edges surrounding a recessed disc.
8

9 83. The recessed disc on Plaintiff's table saw was not unusual, as the Ridgid
10 table saw's manual states that this disc "should be level or slightly below the surface of
11 the saw table."
12

13 84. This Ind-I-Cut disc created the foreseeable risk that objects, including push
14 sticks, could catch on the plastic edging surrounding a recessed Ind-I-Cut disc.
15

16 85. Defendants were aware that any design feature that creates uneven edges
17 around a table saw's blade can result in "serious personal injury."
18

19 86. In fact, Defendants warned users about risks created when the Ridgid table
20 saw's throat plate was not level with the saw's table surface. For reference, the throat
21 plate is the large orange feature surrounding the table saw's blade, and to the right of the
22 Ind-I-Cut disc, circled in blue in the photograph below:
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9 As this photograph shows, the throat plate and Ind-I-Cut disc are both directly in
10 the path a workpiece must travel toward the table saw's blade, and both are within an inch
11 of each other.

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13 87. In the product manual for this table saw, Defendants warned table saw
14 operators that the throat plate "must be level with the saw table."

15
16 88. Defendants further stated if the throat plate was "too high or too low,"
17 objects "can catch on the uneven edges resulting in binding or kickback which could
18 result in serious personal injury."

19
20 89. However, despite clearly acknowledging the risk of harm created by
21 recessed objects on the table saw's surface when discussing the table saw's throat plate,
22 Defendants intentionally designed, manufactured, distributed, marketed, and sold a table
23 saw utilizing the Ind-I-Cut disc, which creates the same type of harm.

24
25 90. Further, the Ind-I-Cut disc was unnecessary to the table saw's function and
26 provided little practical value. As the photographs above demonstrate, a table saw user
27 did not need to mark the Ind-I-Cut disc because they could simply mark the surface of the
28 saw itself.

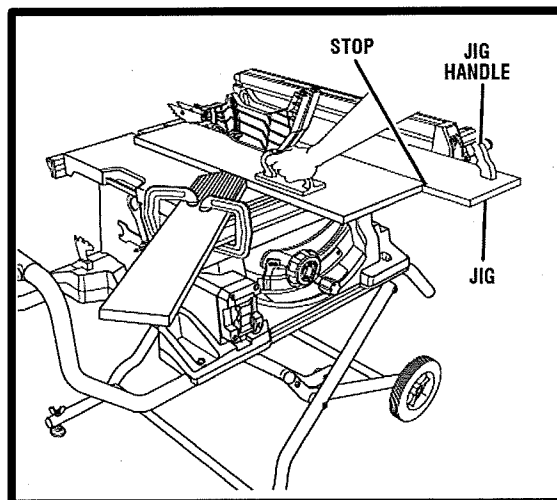
1 91. Accordingly, the Ridgid table saw was defectively designed, and these
2 defects were the proximate cause of Plaintiff's substantial injuries.

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4 **DEFENDANTS FAILED TO PROVIDE ADEQUATE**
5 **INSTRUCTIONS OR WARNINGS TO PLAINTIFF AND OTHER CONSUMERS**

6 92. As stated above, Plaintiff reviewed the table saw's product manual before
7 performing the cut which caused his injuries, and he followed the instructions detailed in
8 this manual while making the cut. However, Defendants failed to provide adequate
9 instructions or warnings in their product manual or elsewhere which would have
10 prevented Plaintiff's injuries.

11 93. For example, Defendants failed to instruct Plaintiff that he should utilize a
12 device, such as a "jig", to rip cut narrow workpieces.

13
14 94. A jig can be created by attaching a handle to a long, straight piece of wood
15 and cutting an L-shaped stop on the side of the jig. The workpiece can be positioned flush
16 against the jig, and against the L-shaped stop, allowing the user to push the workpiece
17 without getting their hand close to the table saw blade. For illustrative purposes, a jig
18 looks like:
19



1 95. None of the instructions or warnings provided with the Ridgid table saw's
2 manual stated that Plaintiff should use a jig, or similar accessory, when rip cutting a
3 narrow piece of wood. Instead, the product manual stated "[i]f ripping a narrow
4 [work]piece, use a push stick to move the piece through the cut and past the [saw] blade."

5
6 96. In fact, Defendants instructed Plaintiff *that he should not* use a jig or similar
7 accessory when operating the Ridgid table saw. Defendants' product manual instructed
8 operators to "use only recommended accessories", and stated that use of accessories not
9 listed in the product manual could cause personal injury.

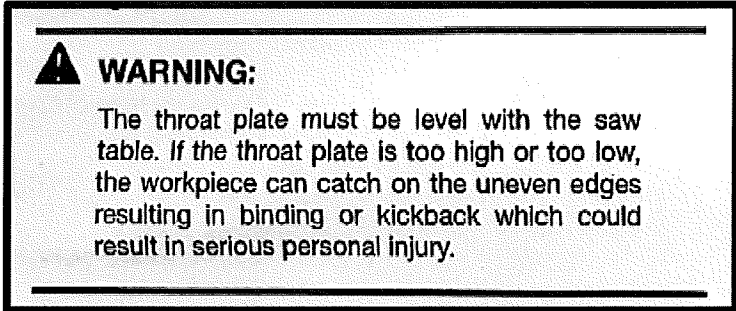
10
11 97. The product manual did not list a jig, or similar object, as an approved
12 accessory, indicating that Plaintiff may have violated product manual instructions if he
13 utilized a jig while performing this cut.

14
15 98. Defendants clearly failed to adequately instruct table saw operators,
16 including Plaintiff, about how to safely rip cut narrow pieces of wood while using the
17 table saw. Defendants further failed to warn table saw operators, including Plaintiff,
18 about the dangers created by rip cutting a narrow piece of wood without the use of a jig or
19 similar object.

20
21 99. Defendants also failed to instruct or warn Plaintiff that push sticks or other
22 objects could get caught in the divot created by the Ind-I-Cut feature, potentially causing
23 serious injuries.

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25 100. Defendants provided such a warning when discussing the table saw's throat
26 plate in the product manual, cautioning operators:

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This warning explicitly alerted table saw operators to the fact that objects could catch on “uneven edges” that are created when the throat plate is above or below the table saw’s surface.

101. However, when discussing the Ind-I-Cut feature in the product manual, Defendants failed to provide a similar instruction or warning despite the fact that the Ind-I-Cut disc was next to the table saw’s throat plate. Instead, Defendants stated that the Ind-I-Cut disc “should be level or slightly below the surface of the table.”

102. Further, Plaintiff was never provided with instructions on how to raise the Ind-I-Cut disc if it falls below the table saw’s surface. Defendants’ product manual and, upon information and belief, other instructions or warnings with the table saw failed to provide any instructions to Plaintiff and other operators how they can raise the disc if it falls below the table saw’s surface.

103. This Ind-I-Cut feature therefore created a risk that workpieces, and objects used to move workpieces such as push sticks, could get caught on the uneven edges surrounding the disc. Defendants failed to adequately instruct operators, including Plaintiff, about how to avoid this risk, and failed to warn users of risks associated with a recessed Ind-I-Cut disc.

**PLAINTIFF'S USE OF THE RIDGID TABLE SAW
AND HIS RESULTING INJURIES**

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3 104. Plaintiff purchased the Ridgid table saw expecting that it would be safe for
4 its ordinary use.

5 105. Prior to Plaintiff's purchase and use of the Ridgid table saw, Defendants
6 knew or should have known that SawStop, or other similar technology, could have been
7 implemented on the Ridgid table saw to stop the table saw's blade once it made contact
8 with the operator.
9

10 106. Prior to Plaintiff's purchase and use of the Ridgid table saw, Defendants
11 also knew or should have known that the Ind-I-Cut disc on the saw was unreasonably
12 dangerous, as detailed above.
13

14 107. Therefore, at the time Plaintiff purchased and used the Ridgid table saw,
15 Defendants knew or should have known that the table saw created a risk to consumers of
16 serious personal injury, including finger amputations, severe lacerations, and even death.
17

18 108. Despite the fact that Defendants knew or should have known of the serious
19 risks associated with the Ridgid table saw, Defendants failed to adequately warn Plaintiff
20 of said serious risks before he used the table saw, as detailed above.

21 109. Had Plaintiff known of the risks and dangers associated with the Ridgid
22 table saw, he would not have used the table saw, or he would have taken different safety
23 measures, and would not have suffered injuries.
24

25 110. As a direct and proximate cause of his use of the Ridgid table saw, Plaintiff
26 has suffered an amputation of a portion of his left index finger, significant harm,
27 conscious pain and suffering, physical injury, and bodily impairment that caused
28

1 permanent effects, and which will continue to cause him physical effects and damage that
2 will affect him throughout his lifetime.

3
4 111. Further, as a direct and proximate cause of his use of the Ridgid table saw,
5 Plaintiff has suffered significant mental anguish, loss of enjoyment of life, and emotional
6 distress, and will continue to suffer physical limitations, pain, injury, damages, harm, and
7 mental and emotional distress in the future.

8
9 112. Plaintiff has also incurred medical expenses and other economic harm and
10 may continue to incur such expenses in the future as a direct and proximate result of his
11 use of the Ridgid table saw.

12 **FIRST CAUSE OF ACTION**

13 **Strict Product Liability** 14 **Design Defect**

15 113. Plaintiff incorporates by reference, as if fully set forth herein, each and
16 every allegation set forth in the preceding paragraphs and further alleges as follows.

17 114. Under Arizona law, a designer, manufacturer, marketer, trademark licensor,
18 or seller of a product is strictly liable for injuries that arise out of use of that product when
19 “the product is defective and unreasonably dangerous; the defective condition existed at
20 the time it left defendant’s control; and the defective condition is the proximate cause of
21 plaintiff’s injuries.” *Dietz v. Waller*, 141 Ariz. 107, 110 (Ariz. 1984); *see also* A.R.S. §
22 12-681, et seq. One type of defect recognized under Arizona law is a defect related to the
23 design of the product itself.
24

25
26 115. Defendants designed, manufactured, assembled, marketed, supplied, and/or
27 sold the Ridgid table saw to Plaintiff.
28

1 116. The Ridgid table saw purchased and used by Plaintiff was defective for a
2 number of reasons, as described herein. For example, the Ridgid table saw failed to
3 utilize flesh-detecting technology, failed to incorporate measures which could stop the
4 saw's blade upon contact with an operator, and included the unnecessary and dangerous
5 Ind-I-Cut disc on the Ridgid table saw's surface.
6

7 117. The condition of Plaintiff's table saw made it unreasonably dangerous for its
8 intended use. Defendants knew that table saw operators could make contact with the
9 Ridgid table saw's blade, and that table saws cause numerous catastrophic injuries each
10 year. Defendants also knew that operators would have to make certain cuts, such as non-
11 through cuts, with an exposed table saw blade.
12

13 118. Defendants also knew that the Ind-I-Cut disc could create an uneven table
14 saw surface, that objects could catch on the edges surrounding the Ind-I-Cut disc, and that
15 this could cause injuries.
16

17 119. Defendants could have provided a safer alternative design for this table saw
18 by, for example, eliminating the Ind-I-Cut feature and utilizing technology that stopped
19 the table saw's blade once it made contact with the operator.
20

21 120. Such safer alternative designs were economically and technologically
22 feasible at the time the Ridgid table saw left the Defendants' control, and these alternative
23 designs would not have substantially impaired the table saw's utility.
24

25 121. For all of these reasons, Defendants' design or methods and techniques of
26 manufacturing, inspecting, testing, and labeling their Ridgid table saw that was sold to
27
28

1 Plaintiff did not conform with the state of the art at the time the product was sold to
2 Plaintiff.

3
4 122. The Ridgid table saw was in a defective condition and was unreasonably
5 dangerous at the time it left Defendant's control.

6 123. The Ridgid table saw reached Plaintiff without any substantial change in the
7 condition in which it was manufactured and sold. Plaintiff did not alter the table saw in an
8 unforeseeable manner after purchasing the saw.

9
10 124. Plaintiff used this table saw in a reasonable, foreseeable, and intended
11 manner, and the injuries he suffered were the exact types of injuries that can be caused by
12 a defective table saw.

13 125. Had the Ridgid table saw incorporated technology that stopped the table
14 saw's blade once it made contact with the operator, Plaintiff's injuries would have not
15 occurred or would have been significantly reduced.

16
17 126. Had the Ridgid table saw not included the Ind-I-Cut disc, Plaintiff's push
18 stick would not have gotten caught on the edges surrounding this disc, Plaintiff would not
19 have believed that a kickback was going to occur, and Plaintiff would not have been
20 injured after coming in contact with the Ridgid table saw's blade.

21
22 127. As a direct and proximate result of Plaintiff's use of the Ridgid table saw, as
23 defectively designed, manufactured, sold, supplied, and introduced into the stream of
24 commerce by Defendants, Plaintiff suffered personal injuries, pain, mental anguish,
25 permanent physical disfigurement, permanent physical impairment, medical care and
26 treatment, economic and non-economic damages, and the loss of his ability to engage in
27
28

1 usual and normal activities, and he will continue to suffer such harm, damages, and
2 economic loss in the future.

3
4 128. The table saw failed to perform as safely as an ordinary customer, such as
5 Plaintiff, would expect it to perform when used in an intended and reasonably foreseeable
6 manner. Defendants are therefore strictly liable for injuries resulting from the saw's
7 defective design.

8
9 **SECOND CAUSE OF ACTION**

10 **Strict Product Liability**
Defect Due to Inadequate Warnings or Instructions

11 129. Plaintiff incorporates by reference, as if fully set forth herein, each and
12 every allegation set forth in the preceding paragraphs and further alleges as follows.

13
14 130. Arizona law recognizes that a product can be defective if it is unreasonably
15 dangerous to place the product in the hands of a user without a suitable instruction or
16 warning.

17 131. Defendants failed to adequately warn and instruct Plaintiff so he could use
18 the Ridgid table saw safely.

19
20 132. For example, Defendants failed to instruct or warn Plaintiff that he should
21 use a jig to perform rip cuts on narrow pieces of wood.

22 133. In fact, as is stated above, Defendants explicitly cautioned Plaintiff *against*
23 using jigs or other similar "unapproved" accessories with the Ridgid table saw.

24
25 134. Defendants also failed to provide Ridgid table saw operators, including
26 Plaintiff, with adequate instructions or warnings concerning the Ind-I-Cut disc.

1 135. For example, Defendants failed to adequately instruct Ridgid table saw
2 operators, including Plaintiff, about how to appropriately set up the Ind-I-Cut disc so it
3 would be flush with the table. Defendants also failed to warn operators, including
4 Plaintiff, about dangers that occur when the Ind-I-Cut disc is below the table saw's
5 surface, including the fact that objects could catch or bind on the surfaces surrounding the
6 disc.
7

8 136. Defendants clearly had a duty to instruct Ridgid table saw users how to
9 operate the product safely. Defendants knew that injuries occur when table saw operators
10 are forced to put any body part near the table saw's blade, and when the surface of the
11 table saw is so uneven that objects can catch or bind on the saw's surface.
12

13 137. Defendants' failure to provide adequate instructions and warnings for the
14 safe use of the Ridgid table saw caused the table saw to be defective and unreasonably
15 dangerous.
16

17 138. The Ridgid table saw was defective and unreasonably dangerous at the time
18 it left Defendants' control because these instructions and warnings for safe use of the saw
19 were not provided in the table saw's manual or elsewhere.
20

21 139. Defendants' failure to provide these warnings or instructions proximately
22 caused Plaintiff's injuries. Had Defendants instructed or warned Plaintiff to use a jig, or
23 similar accessory, when rip cutting narrow pieces of wood, Plaintiff would not have been
24 injured.
25

26 140. Had Plaintiff provided adequate warnings or instructions concerning the
27 Ind-I-Cut disc, Plaintiff would have ensured that the disc was flush with the Ridgid table
28

1 saw's surface and would have been aware that objects could catch on the edges
2 surrounding the Ind-I-Cut disc.

3
4 141. As a direct and proximate result of Plaintiff's use of the Ridgid table saw,
5 which failed to include adequate instructions and warnings as described above, Plaintiff
6 suffered personal injuries, pain, mental anguish, permanent physical disfigurement,
7 permanent physical impairment, medical care and treatment, economic and non-economic
8 damages, the loss of his ability to engage in usual and normal activities, and he will
9 continue to suffer such harm, damages, and economic loss in the future.

10
11 142. The table saw failed to perform as safely as an ordinary customer, such as
12 Plaintiff, would expect it to perform when used in an intended and reasonably foreseeable
13 manner. Defendants are therefore strictly liable for injuries resulting from the saw's
14 defective design.

15 **THIRD CAUSE OF ACTION**

16 **Negligence**

17
18 143. Plaintiff incorporates by reference, as if fully set forth herein, each and
19 every allegation set forth in the preceding paragraphs and further alleges as follows.

20
21 144. Defendants had a duty to exercise reasonable care in the design,
22 manufacture, marketing, testing, approval, inspection, sale, and distribution of the Ridgid
23 table saw.

24
25 145. Defendants violated their duty to exercise reasonable care in several ways,
26 as described herein.

1 146. First, Defendants violated their duty of care by, among other things, failing
2 to incorporate commercially feasible and available technology that would protect table
3 saw operators when using the Ridgid table saw. Such technology includes the use of
4 SawStop or other flesh-detection technology, which stops a table saw's blade once it
5 makes contact with the table saw's operator.
6

7 147. Second, Defendants violated their duty of care by, among other things,
8 designing, manufacturing, marketing, testing, approving, inspecting, selling, and
9 distributing the Ridgid table saw with the Ind-I-Cut disc. This disc was unreasonably
10 dangerous because objects could catch on the edges surrounding this disc, leading to
11 injury as described herein.
12

13 148. Third, Defendants violated their duty of care by, among other things, failing
14 to instruct or warn Ridgid table saw operators, including Plaintiff, that they should use
15 accessories such as a jig when rip cutting narrow pieces of wood.
16

17 149. Finally, Defendants violated their duty of care by, among other things,
18 failing to instruct or warn Ridgid table saw operators, including Plaintiff, about the
19 dangers associated with the Ind-I-Cut disc. Defendants failed to instruct table saw
20 operators, including Plaintiff, that the Ind-I-Cut disc should be flush with the table saw's
21 surface, and failed to warn table saw operators, including Plaintiff, about the dangers
22 associated with a recessed Ind-I-Cut disc.
23

24 150. Defendants knew or should have known that consumers, including Plaintiff,
25 would foreseeably suffer injury as a result of Defendants' failure to exercise ordinary care
26 as described above.
27
28

1 151. Despite Defendants' knowledge that their product posed a serious risk of
2 bodily harm to consumers, Defendants continued to manufacture and market their Ridgid
3 table saw for use by consumers, including Plaintiff.
4

5 152. As a direct and proximate result of Defendants' negligence, Plaintiff
6 suffered personal injuries, pain, mental anguish, permanent physical disfigurement,
7 permanent physical impairment, medical care and treatment, economic and non-economic
8 damages, the loss of his ability to engage in usual and normal activities, and he will
9 continue to suffer such harm, damages, and economic loss in the future.
10

11 153. Plaintiff's injury would not have occurred, or would have been drastically
12 reduced, had Defendants incorporated technology into the Ridgid table saw that would
13 have stopped the saw's blade once it made contact with Plaintiff.
14

15 154. Plaintiff's injuries would also not have occurred had the push stick he was
16 using, which was provided by Defendants with the table saw, not gotten caught in the
17 edges surrounding the Ind-I-Cut disc.
18

19 155. Plaintiff's injuries would not have occurred had Defendants instructed him
20 to utilize a jig, or similar accessory, when rip cutting narrow pieces of wood, and/or
21 warned him of risks that could occur if Plaintiff failed to utilize such an accessory.
22

23 156. Plaintiff's injuries would not have occurred had Defendants instructed him
24 to ensure the Ind-I-Cut disc was flush with the table saw's surface, provided him with the
25 means to ensure this could be done, and/or warned Plaintiff of the risks created when the
26 Ind-I-Cut disc is recessed below the table saw's surface.
27

28 157. Accordingly, Defendants are liable to Plaintiff for negligence.

1 **FOURTH CAUSE OF ACTION**

2 **Punitive Damages**

3 158. Plaintiff incorporates by reference, as if fully set forth herein, each and
4 every allegation set forth in the preceding paragraphs and further alleges as follows.

5
6 159. Defendants engaged in outrageous, oppressive, intolerable, or evil conduct
7 in the design, manufacture, marketing, testing, approval, inspecting, sale, and distribution
8 of its Ridgid table saw.

9
10 160. As alleged in other lawsuits, including the *SD3, LLC* action detailed above,
11 Defendants consciously colluded with the entire table saw industry to keep important
12 safety devices and technology, such as flesh-detecting technology, off the table saw
13 market. One motive for this collusion was Defendants' desire to minimize their exposure
14 to product liability lawsuits.

15
16 161. Defendants knew that their failure to incorporate this type of injury
17 mitigation or flesh-detecting technology into their table saws would cause catastrophic
18 physical injury.

19
20 162. Defendants' conduct as described herein demonstrates that Defendants
21 consciously pursued a course of conduct knowing that they created a substantial risk of
22 tremendous harm to operators of their table saws. Defendants were, and continue to be,
23 aware that thousands of individuals are severely injured while using table saws each year.
24 As such, Defendants' conduct demonstrates a conscious disregard for the rights and safety
25 of others.
26
27
28

1 163. Accordingly, Plaintiff seeks punitive damages to punish Defendants and to
2 deter them from similar conduct in the future.

3
4 **PRAYER FOR RELIEF**

5 164. WHEREFORE, Plaintiff prays for judgment against Defendant, in an
6 amount in excess of the jurisdictional requirement of \$75,000, as follows:

- 7 a) That Plaintiff be awarded compensatory damages for his pain,
8 suffering, shock, disfigurement, anxiety, worry, loss of the ability to
9 engage in normal and customary life activities, loss of enjoyment of
10 life, trauma, and mental and emotional suffering;
11
12 b) That Plaintiff be awarded economic damages, including but not
13 limited to medical expenses incurred and to be incurred as a result of
14 his injuries;
15
16 c) That Plaintiff be awarded pre-judgment and/or post-judgment
17 interest;
18
19 d) That Plaintiff be awarded punitive damages;
20
21 e) That Plaintiff be awarded reasonable attorneys' fees and costs; and,
22
23 f) That Plaintiff be awarded all other legal and equitable relief to which
24 he may be entitled.

25 **DEMAND FOR JURY TRIAL**

26 Plaintiff hereby demands a trial by jury on all issues.
27
28

1 Dated this ____ of February, 2017.

2
3
4 Respectfully submitted,

5 /s/ Michael J. Ponzo
6 Michael J. Ponzo
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23 **IN THE UNITED STATES DISTRICT COURT**
24 **IN AND FOR THE DISTRICT OF ARIZONA**

25 GLEN AVERY,
26
27 Plaintiff,
28
29 v.
30 ONE WORLD TECHNOLOGIES,
31 INC.; TECHTRONIC INDUSTRIES
32 NORTH AMERICA, INC.; RIDGID,
33 INC.; RIDGID TOOL COMPANY;
34 EMERSON ELECTRIC COMPANY;
35 HOME DEPOT USA, INC.,
36
37 Defendants.

Case No.

**COMPLAINT AND DEMAND FOR
JURY TRIAL**

38 Plaintiff Glen Avery, by and through his attorneys, Burg, Simpson, Eldredge,
39 Hersh & Jardine, P.C., for his Complaint and Jury Demand, alleges as follows:

1 **PARTY PLAINTIFF**

2 1. Plaintiff Glen Avery is a resident and citizen of Yavapai County, Arizona.
3 Plaintiff was injured on February 25, 2015 while using a Ridgid table saw that he
4 purchased in Arizona.
5

6 **PARTY DEFENDANTS**

7 2. Defendant One World Technologies, Inc. (“One World”) is a corporation
8 organized under the laws of the State of Delaware, with its principal place of business in
9 South Carolina.
10

11 3. One World is a company that manufactures a wide variety of power tools,
12 including table saws and other woodworking tools.
13

14 4. The product manual provided with Plaintiff’s Ridgid table saw states that
15 One World manufactured Plaintiff’s Ridgid table saw.

16 5. Upon information and belief, One World was also involved with the design,
17 marketing, testing, advertising, promotion, sale, and/or distribution of Ridgid branded
18 table saws, including the one purchased and used by Plaintiff.
19

20 6. One World has, at all relevant times, transacted and conducted business in
21 the State of Arizona, and has derived substantial revenue from interstate commerce.
22

23 7. Further, One World expected or should have expected that its acts would
24 have consequences in the State of Arizona.

25 8. Defendant Techtronic Industries North America, Inc. (“Techtronic”) is a
26 corporation organized under the laws of the State of Delaware, with its principal place of
27 business in South Carolina. One World is a subsidiary of Techtronic.
28

1 9. Upon information and belief, Techtronic exercises dominion and control
2 over One World and is involved in the design, marketing, testing, advertising, promotion,
3 sale, distribution, licensing, and/or manufacturing of products made by One World,
4 including Ridgid products and Plaintiff's Ridgid table saw.
5

6 10. Techtronic has, at all relevant times, transacted and conducted business in
7 the State of Arizona, and has derived substantial revenue from interstate commerce.
8

9 11. Techtronic expected or should have expected that its acts would have
10 consequences in the State of Arizona.

11 12. Ridgid, Inc. is a corporation organized under the laws of the State of
12 Delaware, with its principal place of business in Ohio.
13

14 13. The product manual provided with Plaintiff's table saw states that the
15 Ridgid trademark on Plaintiff's saw was licensed from Ridgid, Inc.

16 14. Upon information and belief, Ridgid, Inc. was involved with the design,
17 manufacture, marketing, testing, advertising, promotion, sale, and/or distribution of
18 Ridgid branded table saws, including the one purchased and used by Plaintiff.
19

20 15. Ridgid, Inc. has, at all relevant times, transacted and conducted business in
21 the State of Arizona, and has derived substantial revenue from interstate commerce.
22

23 16. Ridgid, Inc. expected or should have expected that its acts would have
24 consequences in the State of Arizona.

25 17. The Ridge Tool Company is a corporation organized under the laws of the
26 State of Ohio, with its principal place of business in Ohio. Ridgid, Inc. is a subsidiary of
27 the Ridge Tool Company.
28

1 18. The Ridge Tool Company manufactures a wide variety of industrial
2 products, including power tools and table saws. These tools are marketed and sold using
3 the Ridgid name.
4

5 19. Upon information and belief, the Ridge Tool Company exercises dominion
6 and control over Ridgid, Inc. and is involved in the design, manufacture, marketing,
7 testing, advertising, promotion, sale, and/or distribution of Ridgid branded tools, including
8 Plaintiff's Ridgid table saw.
9

10 20. The Ridge Tool Company has, at all relevant times, transacted and
11 conducted business in the State of Arizona, and has derived substantial revenue from
12 interstate commerce.
13

14 21. The Ridge Tool Company expected or should have expected that its acts
15 would have consequences in the State of Arizona.
16

17 22. Emerson Electric Company ("Emerson") is a corporation organized under
18 the laws of Missouri, with its principal place of business in Missouri. The Ridge Tool
19 Company and Ridgid Inc. are subsidiaries of Emerson.
20

21 23. Upon information and belief, Emerson exercises dominion and control over
22 Ridgid, Inc. and the Ridge Tool Company, and is involved in the design, manufacture,
23 marketing, testing, advertising, promotion, sale, and/or distribution of Ridgid branded
24 tools, including Plaintiff's Ridgid table saw.
25

26 24. Emerson has, at all relevant times, transacted and conducted business in the
27 State of Arizona, and has derived substantial revenue from interstate commerce.
28

1 25. Emerson expected or should have expected that its acts would have
2 consequences in the State of Arizona.

3 26. Home Depot USA, Inc. (“Home Depot”) is a corporation organized under
4 the laws of Delaware, with its principal place of business in Georgia.
5

6 27. Home Depot maintains retail stores selling industrial products in multiple
7 states, including Arizona.

8 28. Upon information and belief, Emerson licensed the Ridgid trademark to
9 Home Depot pursuant to a licensing agreement.
10

11 29. Home Depot has used the Ridgid trademark to market a line of power tools,
12 including the Ridgid table saw Plaintiff purchased.

13 30. Accordingly, Home Depot is involved in the design, manufacture,
14 marketing, testing, advertising, promotion, sale, and/or distribution of Ridgid branded
15 tools, including Plaintiff’s Ridgid table saw.
16

17 31. Home Depot has, at all relevant times, transacted and conducted business in
18 the State of Arizona, and has derived substantial revenue from interstate commerce.
19

20 32. In fact, Plaintiff purchased the Ridgid table saw at issue from a Home Depot
21 store located in Arizona.

22 33. Home Depot expected or should have expected that its acts, including sales
23 of table saws, would have consequences in the State of Arizona.
24

25 **JURISDICTION AND VENUE**

26 34. Plaintiff alleges damages in excess of \$75,000.00, exclusive of interests and
27 costs.
28

1 35. The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332, as
2 complete diversity exists between Plaintiff and the Defendants, and the amount in
3 controversy exceeds \$75,000.00.
4

5 36. The Court has personal jurisdiction over Defendants because Defendants
6 have regularly and purposefully transacted business, and engaged in commercial activities
7 within the State of Arizona and this District.
8

9 37. Venue is proper within this District pursuant to 28 U.S.C. § 1391(b) because
10 a substantial part of the events giving rise to this action occurred in this District.
11

FACTUAL BACKGROUND

12 38. In or about 2009, Plaintiff purchased a Ridgid Inc. branded ten inch table
13 saw, model number R4510, from a Home Depot store in Arizona.
14

15 39. The “Ridgid” trademark is owned by Defendant Ridgid, Inc., a wholly-
16 owned subsidiary of Defendant Emerson. Upon information and belief, Emerson licensed
17 the Ridgid mark to Home Depot, which used the mark to market a line of power tools.
18

19 40. Upon information and belief, Home Depot used the Ridgid trademark to
20 market a line of power tools, including Plaintiff’s table saw.
21

22 41. While the product manual provided with Plaintiff’s table saw states that One
23 World manufactured his table saw, upon information and belief, Ridgid, Inc., Ridge Tool
24 Company, Emerson, and/or Techtronic were also involved with the design, manufacture,
25 assembly, testing, and certification of Plaintiff’s table saw.
26

27 42. Plaintiff, an experienced woodworker, reviewed all instructions and
28 warnings—including those provided in the Ridgid table saw’s product manual—before

1 first using the table saw. Plaintiff continued to review these instructions and warnings,
2 including those provided in the product manual, over time as he performed different cuts
3 with the table saw. When instructed, Plaintiff also used accessories, such as a push stick,
4 that were provided by Defendants with the table saw.
5

6 43. Plaintiff used the table saw without incident for approximately five years.
7 However, this changed on February 25, 2015, when Mr. Avery used this table saw in an
8 attempt to make a rip cut on a long and narrow piece of wood.
9

10 44. A rip cut is a cut that is made along the length of a workpiece as opposed to
11 across the workpiece.

12 45. The wood Plaintiff cut was approximately one inch wide, approximately
13 two to three inches tall, and was longer than it was tall.
14

15 46. The wooden workpiece Plaintiff cut was shaped like a right triangle. The
16 longer leg of this right triangle rested on the table during the cut, and the shorter leg stood
17 vertically closest to Plaintiff. The hypotenuse of this triangle faced away from Plaintiff in
18 descending fashion toward the saw blade, meaning that the highest point of workpiece
19 was closest to Plaintiff.
20

21 47. The cut Plaintiff performed started as a “through” cut, meaning that the
22 table saw’s blade completely cut through the wooden workpiece, exposing the table saw’s
23 blade. However, as Plaintiff pushed the workpiece towards and through the table saw’s
24 blade, and as the height of the workpiece naturally increased as it approached the blade,
25 the cut transitioned into a “non-through cut.”
26
27
28

1 48. A non-through cut occurs when a table saw's blade does not completely cut
2 through the workpiece, which means that some wood covers the rotating saw blade.

3 49. Plaintiff followed all of the applicable warnings and instructions, including
4 those provided in the Ridgid table saw's manual, for making this cut.
5

6 50. For example, Plaintiff utilized the product's "rip fence" when making the
7 cut. A rip fence is a metal fence which guides the workpiece during a rip cut. The fence
8 provides a barrier that prevents the workpiece from moving to one side during the cut.
9

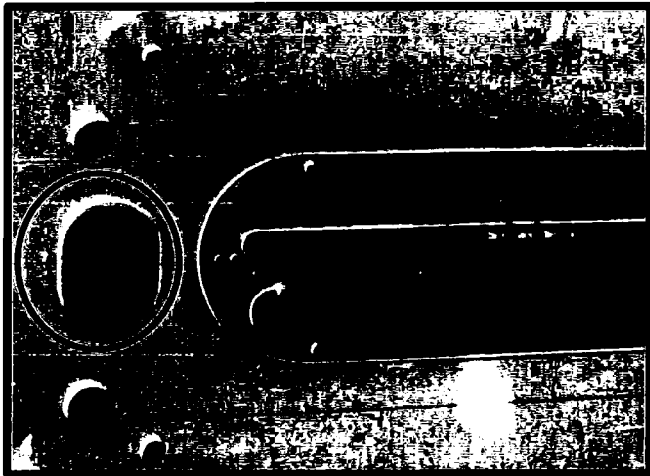
10 51. Plaintiff also used a "push stick" when performing this cut. A push stick is
11 a device that can be used to push a workpiece through the table saw's blade. These
12 devices are placed at the end or behind the workpiece, and allow the table saw user to
13 push the workpiece forward into the blade.
14

15 52. Defendants included a push stick as an accessory with the Ridgid table saw
16 Plaintiff purchased. Plaintiff used this push stick when performing the cut discussed
17 herein.
18

19 53. Because the workpiece Plaintiff cut was narrow, he used his left hand to
20 guide the workpiece and to prevent it from moving into a position it was not supposed to
21 be. Mr. Avery's right hand pushed the workpiece using the push stick, which was
22 stationed just behind the workpiece.
23

24 54. The table saw features an "Ind-I-Cut Alignment Disc" ("Ind-I-Cut"). This is
25 a plastic insert which table saw users can mark to indicate where a workpiece will be cut.
26 The Indi-I-Cut disc on Plaintiff's table saw is depicted by the red circle in the photograph
27 below:
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55. The photograph above also shows many black lines on the table saw. Plaintiff used a pencil to mark these lines on the table saw's surface. The Ind-I-Cut disc was therefore unnecessary, as table saw operators did not need a special disc to mark the table saw's surface.

56. As the photograph above illustrates, including the shadows on the Ind-I-Cut disc itself, the Ind-I-Cut disc is not designed in a way that ensures it will be flush with the surface of the table saw. Instead, the plastic disc can sit above or below the table saw's surface.

57. When the disc is located below the table saw's surface, as it was on Plaintiff's saw, it creates an indent on the table saw's surface directly in front of the table saw's blade.

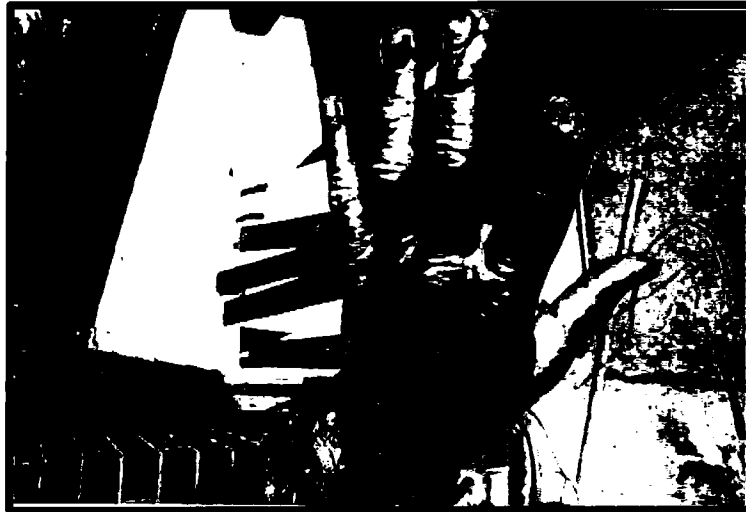
58. As Plaintiff performed the cut on February 25, 2015, the push stick he was using became caught on the edges surrounding the recessed Ind-I-Cut disc. This caused the push stick Plaintiff was using to abruptly stop.

1 59. Plaintiff, an experienced woodworker, knew that workpieces can “kickback”
2 in certain situations. A kickback occurs when a table saw’s blade binds or stalls on a
3 workpiece. This causes the workpiece to be thrown back at the table saw operator,
4 potentially causing serious injuries and even death.

6 60. When the push stick Plaintiff was using caught on the edges surrounding the
7 Ind-I-Cut disc, Plaintiff feared that a kickback was about to occur. Plaintiff accordingly
8 attempted to move his body out of the path the workpiece would likely travel if it was
9 kicked back. However, as he was doing so, fingers on his left hand came in contact with
10 the table saw’s blade, causing significant injuries.

12 61. Plaintiff was immediately taken to the Yavapai Regional Medical Center for
13 medical treatment. Doctors identified that Plaintiff had: (1) a traumatic partial amputation
14 of his left index finger; (2) a neuroma on his left index finger; (3) lacerations on his left
15 middle and ring fingers; (4) fractures in his left index and ring fingers; and, (5)
16 degenerative changes in one of his left thumb joints.

18 62. While the table saw did not completely cut through Plaintiff’s left index
19 finger, his medical providers were ultimately not able to save the entire finger. Instead,
20 Plaintiff’s medical providers were forced to completely sever a portion of Plaintiff’s left
21 index finger, and also had to remove the neuroma that had developed on this finger.
22 Accordingly, a portion of Plaintiff’s left index finger is permanently missing, as shown by
23 the photograph below:
24
25
26
27
28



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10 63. Although Plaintiff's injury occurred nearly two years ago, he continues to
11 experience pain and numbness in his left hand daily. He also cannot bend the remaining
12 portions of his left index finger, preventing him from being able to effectively utilize it
13 during his day-to-day life.

14
15 64. Further, Plaintiff was an avid wood worker, golf player, piano player, and
16 guitar player prior to his injuries. He can no longer perform any of these activities as a
17 result of his injuries.
18

19 **THE RIDGID TABLE SAW WAS DEFECTIVELY DESIGNED**

20
21 65. The Ridgid table saw Plaintiff purchased and used was in a defective
22 condition at the time it was designed, manufactured, sold, and/or marketed by the
23 Defendants and at the time it left Defendant's possession in at least the following ways.

24 66. First, the table saw failed to incorporate flesh-detecting technology, such as
25 the technology utilized by SawStop, LLC ("SawStop"), into the design of the table saw.
26
27
28

1 67. The saw blades of table saws that utilize flesh-detecting technology come to
2 an immediate stop upon detection of flesh coming into contact with the blade, such that
3 there is no laceration or very minimal injury to the flesh, more akin to a scratch.
4

5 68. Defendants were aware of this technology in or around 2000 and/or 2001,
6 well before Plaintiff's injuries.

7 69. In fact, employees of Ryobi Technologies, Inc., a subsidiary of One World
8 until it merged into One World in 2004, and Defendant Emerson specifically met with
9 SawStop representatives in 2000 and/or 2001 to review this technology.
10

11 70. SawStop later presented Defendants Emerson, Techtronic, One World,
12 and/or entities affiliated with these Defendants, with a licensing agreement to allow
13 Defendants to use SawStop's technology.
14

15 71. However, despite being aware of this technology, and in some cases after
16 being presented with a licensing agreement, Defendants failed to incorporate flesh-
17 detection technology into their table saws, including Plaintiff's table saw.
18

19 72. SawStop has alleged in a recent lawsuit that Defendants' decision was
20 motivated by an industry-wide boycott of its products. *SD3, LLC v. Black & Decker*
21 *(U.S.) Inc.*, 801 F.3d 412, 418 (4th Cir. 2015), *cert. denied*, 136 S. Ct. 2485 (holding that
22 SawStop's complaint allegations "suggest a plausible agreement to engage in a group
23 boycott" of its products).¹
24
25
26

27 ¹ One World, Techtronic, and Emerson were named defendants in this lawsuit. It is worth noting that the lawsuit was
28 recently dismissed on statute of limitations grounds, but not on the substantive merits. *SD3, LLC v. Black & Decker*
(U.S.) Inc., Civil Action No. 1:14-cv-00191, 2016 U.S. Dist. LEXIS 144730 (E.D. Va. Oct. 18, 2016).

1 73. SawStop alleged that this boycott was launched, at least in part, because of
2 Defendants' potential product liability exposure. *Id.* at 419.

3
4 74. Plaintiff purchased the Ridgid table saw in or about December 2009.

5 75. As SawStop has alleged in court filings, and upon reasonable information
6 and belief, flesh detecting technology could have been implemented on "all table saws" by
7 2008. *Id.*

8 76. This technology could have therefore been integrated into the Ridgid table
9 saw's design prior to its manufacture and sale to Plaintiff.

10 77. Integration of flesh-detecting technology, such as SawStop's technology,
11 would have prevented or greatly reduced Plaintiff's injury.

12 78. For example, SawStop's technology, once activated, can stop a spinning
13 table saw blade in less than five milliseconds. Furthermore, the momentum caused by the
14 sudden braking of the table saw's blade carries it beneath the table saw's surface,
15 preventing further harm to the operator.

16 79. Accordingly, the product was unreasonably dangerous because it failed to
17 utilize this flesh-detecting technology.

18 80. Second, Defendants' table saw marketed and sold to Plaintiff was also
19 defective, because in addition to failing to incorporate the readily available SawStop
20 technology, Defendants failed to provide any other type of feature on the table saw blade
21 which, like SawStop's flesh-detecting technology, would stop the table saw's blade once
22 it made contact with the operator.
23
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1 81. Defendants were aware of such technology well before Plaintiff's table saw
2 was manufactured. However, despite being aware of such technology, Defendant failed to
3 incorporate this technology into the design of Plaintiff's table saw.
4

5 82. Third, Defendants' table saw marketed and sold to Plaintiff was defectively
6 designed because the Ind-I-Cut disc created a risk that objects, including push sticks,
7 could get caught on the edges surrounding a recessed disc.
8

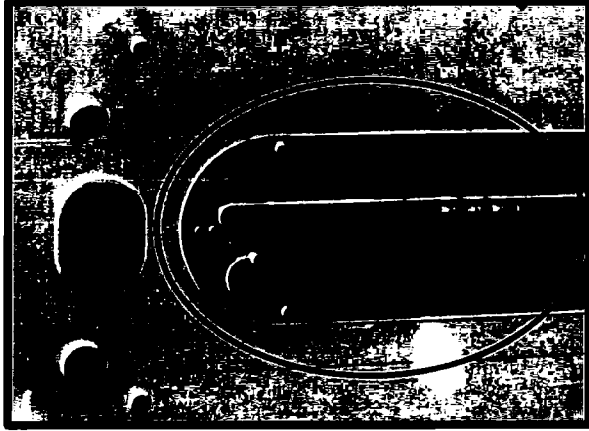
9 83. The recessed disc on Plaintiff's table saw was not unusual, as the Ridgid
10 table saw's manual states that this disc "should be level or slightly below the surface of
11 the saw table."
12

13 84. This Ind-I-Cut disc created the foreseeable risk that objects, including push
14 sticks, could catch on the plastic edging surrounding a recessed Ind-I-Cut disc.
15

16 85. Defendants were aware that any design feature that creates uneven edges
17 around a table saw's blade can result in "serious personal injury."
18

19 86. In fact, Defendants warned users about risks created when the Ridgid table
20 saw's throat plate was not level with the saw's table surface. For reference, the throat
21 plate is the large orange feature surrounding the table saw's blade, and to the right of the
22 Ind-I-Cut disc, circled in blue in the photograph below:
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As this photograph shows, the throat plate and Ind-I-Cut disc are both directly in the path a workpiece must travel toward the table saw's blade, and both are within an inch of each other.

87. In the product manual for this table saw, Defendants warned table saw operators that the throat plate "must be level with the saw table."

88. Defendants further stated if the throat plate was "too high or too low," objects "can catch on the uneven edges resulting in binding or kickback which could result in serious personal injury."

89. However, despite clearly acknowledging the risk of harm created by recessed objects on the table saw's surface when discussing the table saw's throat plate, Defendants intentionally designed, manufactured, distributed, marketed, and sold a table saw utilizing the Ind-I-Cut disc, which creates the same type of harm.

90. Further, the Ind-I-Cut disc was unnecessary to the table saw's function and provided little practical value. As the photographs above demonstrate, a table saw user did not need to mark the Ind-I-Cut disc because they could simply mark the surface of the saw itself.

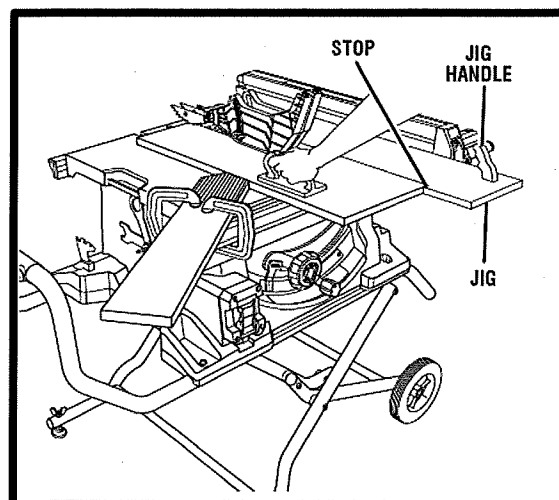
1 91. Accordingly, the Ridgid table saw was defectively designed, and these
2 defects were the proximate cause of Plaintiff's substantial injuries.

3 **DEFENDANTS FAILED TO PROVIDE ADEQUATE**
4 **INSTRUCTIONS OR WARNINGS TO PLAINTIFF AND OTHER CONSUMERS**

5 92. As stated above, Plaintiff reviewed the table saw's product manual before
6 performing the cut which caused his injuries, and he followed the instructions detailed in
7 this manual while making the cut. However, Defendants failed to provide adequate
8 instructions or warnings in their product manual or elsewhere which would have
9 prevented Plaintiff's injuries.
10

11 93. For example, Defendants failed to instruct Plaintiff that he should utilize a
12 device, such as a "jig", to rip cut narrow workpieces.
13

14 94. A jig can be created by attaching a handle to a long, straight piece of wood
15 and cutting an L-shaped stop on the side of the jig. The workpiece can be positioned flush
16 against the jig, and against the L-shaped stop, allowing the user to push the workpiece
17 without getting their hand close to the table saw blade. For illustrative purposes, a jig
18 looks like:
19



1 95. None of the instructions or warnings provided with the Ridgid table saw's
2 manual stated that Plaintiff should use a jig, or similar accessory, when rip cutting a
3 narrow piece of wood. Instead, the product manual stated "[i]f ripping a narrow
4 [work]piece, use a push stick to move the piece through the cut and past the [saw] blade."

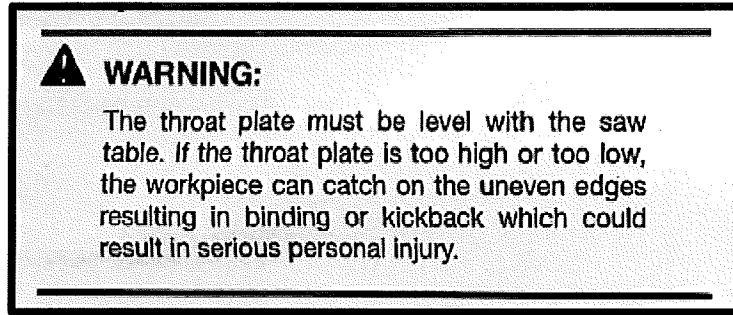
5
6 96. In fact, Defendants instructed Plaintiff *that he should not* use a jig or similar
7 accessory when operating the Ridgid table saw. Defendants' product manual instructed
8 operators to "use only recommended accessories", and stated that use of accessories not
9 listed in the product manual could cause personal injury.

10
11 97. The product manual did not list a jig, or similar object, as an approved
12 accessory, indicating that Plaintiff may have violated product manual instructions if he
13 utilized a jig while performing this cut.

14
15 98. Defendants clearly failed to adequately instruct table saw operators,
16 including Plaintiff, about how to safely rip cut narrow pieces of wood while using the
17 table saw. Defendants further failed to warn table saw operators, including Plaintiff,
18 about the dangers created by rip cutting a narrow piece of wood without the use of a jig or
19 similar object.

20
21 99. Defendants also failed to instruct or warn Plaintiff that push sticks or other
22 objects could get caught in the divot created by the Ind-I-Cut feature, potentially causing
23 serious injuries.

24
25 100. Defendants provided such a warning when discussing the table saw's throat
26 plate in the product manual, cautioning operators:



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6
7 This warning explicitly alerted table saw operators to the fact that objects could
8 catch on “uneven edges” that are created when the throat plate is above or below the table
9 saw’s surface.

10
11 101. However, when discussing the Ind-I-Cut feature in the product manual,
12 Defendants failed to provide a similar instruction or warning despite the fact that the Ind-
13 I-Cut disc was next to the table saw’s throat plate. Instead, Defendants stated that the Ind-
14 I-Cut disc “should be level or slightly below the surface of the table.”

15
16 102. Further, Plaintiff was never provided with instructions on how to raise the
17 Ind-I-Cut disc if it falls below the table saw’s surface. Defendants’ product manual and,
18 upon information and belief, other instructions or warnings with the table saw failed to
19 provide any instructions to Plaintiff and other operators how they can raise the disc if it
20 falls below the table saw’s surface.

21
22 103. This Ind-I-Cut feature therefore created a risk that workpieces, and objects
23 used to move workpieces such as push sticks, could get caught on the uneven edges
24 surrounding the disc. Defendants failed to adequately instruct operators, including
25 Plaintiff, about how to avoid this risk, and failed to warn users of risks associated with a
26 recessed Ind-I-Cut disc.
27
28

**PLAINTIFF'S USE OF THE RIDGID TABLE SAW
AND HIS RESULTING INJURIES**

1
2
3 104. Plaintiff purchased the Ridgid table saw expecting that it would be safe for
4 its ordinary use.

5 105. Prior to Plaintiff's purchase and use of the Ridgid table saw, Defendants
6 knew or should have known that SawStop, or other similar technology, could have been
7 implemented on the Ridgid table saw to stop the table saw's blade once it made contact
8 with the operator.
9

10 106. Prior to Plaintiff's purchase and use of the Ridgid table saw, Defendants
11 also knew or should have known that the Ind-I-Cut disc on the saw was unreasonably
12 dangerous, as detailed above.
13

14 107. Therefore, at the time Plaintiff purchased and used the Ridgid table saw,
15 Defendants knew or should have known that the table saw created a risk to consumers of
16 serious personal injury, including finger amputations, severe lacerations, and even death.
17

18 108. Despite the fact that Defendants knew or should have known of the serious
19 risks associated with the Ridgid table saw, Defendants failed to adequately warn Plaintiff
20 of said serious risks before he used the table saw, as detailed above.

21 109. Had Plaintiff known of the risks and dangers associated with the Ridgid
22 table saw, he would not have used the table saw, or he would have taken different safety
23 measures, and would not have suffered injuries.
24

25 110. As a direct and proximate cause of his use of the Ridgid table saw, Plaintiff
26 has suffered an amputation of a portion of his left index finger, significant harm,
27 conscious pain and suffering, physical injury, and bodily impairment that caused
28

1 permanent effects, and which will continue to cause him physical effects and damage that
2 will affect him throughout his lifetime.

3
4 111. Further, as a direct and proximate cause of his use of the Ridgid table saw,
5 Plaintiff has suffered significant mental anguish, loss of enjoyment of life, and emotional
6 distress, and will continue to suffer physical limitations, pain, injury, damages, harm, and
7 mental and emotional distress in the future.

8
9 112. Plaintiff has also incurred medical expenses and other economic harm and
10 may continue to incur such expenses in the future as a direct and proximate result of his
11 use of the Ridgid table saw.

12 **FIRST CAUSE OF ACTION**

13 **Strict Product Liability**
14 **Design Defect**

15 113. Plaintiff incorporates by reference, as if fully set forth herein, each and
16 every allegation set forth in the preceding paragraphs and further alleges as follows.

17 114. Under Arizona law, a designer, manufacturer, marketer, trademark licensor,
18 or seller of a product is strictly liable for injuries that arise out of use of that product when
19 “the product is defective and unreasonably dangerous; the defective condition existed at
20 the time it left defendant’s control; and the defective condition is the proximate cause of
21 plaintiff’s injuries.” *Dietz v. Waller*, 141 Ariz. 107, 110 (Ariz. 1984); *see also* A.R.S. §
22 12-681, et seq. One type of defect recognized under Arizona law is a defect related to the
23 design of the product itself.
24

25
26 115. Defendants designed, manufactured, assembled, marketed, supplied, and/or
27 sold the Ridgid table saw to Plaintiff.
28

1 116. The Ridgid table saw purchased and used by Plaintiff was defective for a
2 number of reasons, as described herein. For example, the Ridgid table saw failed to
3 utilize flesh-detecting technology, failed to incorporate measures which could stop the
4 saw's blade upon contact with an operator, and included the unnecessary and dangerous
5 Ind-I-Cut disc on the Ridgid table saw's surface.
6

7 117. The condition of Plaintiff's table saw made it unreasonably dangerous for its
8 intended use. Defendants knew that table saw operators could make contact with the
9 Ridgid table saw's blade, and that table saws cause numerous catastrophic injuries each
10 year. Defendants also knew that operators would have to make certain cuts, such as non-
11 through cuts, with an exposed table saw blade.
12

13 118. Defendants also knew that the Ind-I-Cut disc could create an uneven table
14 saw surface, that objects could catch on the edges surrounding the Ind-I-Cut disc, and that
15 this could cause injuries.
16

17 119. Defendants could have provided a safer alternative design for this table saw
18 by, for example, eliminating the Ind-I-Cut feature and utilizing technology that stopped
19 the table saw's blade once it made contact with the operator.
20

21 120. Such safer alternative designs were economically and technologically
22 feasible at the time the Ridgid table saw left the Defendants' control, and these alternative
23 designs would not have substantially impaired the table saw's utility.
24

25 121. For all of these reasons, Defendants' design or methods and techniques of
26 manufacturing, inspecting, testing, and labeling their Ridgid table saw that was sold to
27
28

1 Plaintiff did not conform with the state of the art at the time the product was sold to
2 Plaintiff.

3
4 122. The Ridgid table saw was in a defective condition and was unreasonably
5 dangerous at the time it left Defendant's control.

6 123. The Ridgid table saw reached Plaintiff without any substantial change in the
7 condition in which it was manufactured and sold. Plaintiff did not alter the table saw in an
8 unforeseeable manner after purchasing the saw.

9
10 124. Plaintiff used this table saw in a reasonable, foreseeable, and intended
11 manner, and the injuries he suffered were the exact types of injuries that can be caused by
12 a defective table saw.

13 125. Had the Ridgid table saw incorporated technology that stopped the table
14 saw's blade once it made contact with the operator, Plaintiff's injuries would have not
15 occurred or would have been significantly reduced.

16
17 126. Had the Ridgid table saw not included the Ind-I-Cut disc, Plaintiff's push
18 stick would not have gotten caught on the edges surrounding this disc, Plaintiff would not
19 have believed that a kickback was going to occur, and Plaintiff would not have been
20 injured after coming in contact with the Ridgid table saw's blade.

21
22 127. As a direct and proximate result of Plaintiff's use of the Ridgid table saw, as
23 defectively designed, manufactured, sold, supplied, and introduced into the stream of
24 commerce by Defendants, Plaintiff suffered personal injuries, pain, mental anguish,
25 permanent physical disfigurement, permanent physical impairment, medical care and
26 treatment, economic and non-economic damages, and the loss of his ability to engage in
27
28

1 usual and normal activities, and he will continue to suffer such harm, damages, and
2 economic loss in the future.

3
4 128. The table saw failed to perform as safely as an ordinary customer, such as
5 Plaintiff, would expect it to perform when used in an intended and reasonably foreseeable
6 manner. Defendants are therefore strictly liable for injuries resulting from the saw's
7 defective design.

8
9 **SECOND CAUSE OF ACTION**

10 **Strict Product Liability**
11 **Defect Due to Inadequate Warnings or Instructions**

12 129. Plaintiff incorporates by reference, as if fully set forth herein, each and
13 every allegation set forth in the preceding paragraphs and further alleges as follows.

14 130. Arizona law recognizes that a product can be defective if it is unreasonably
15 dangerous to place the product in the hands of a user without a suitable instruction or
16 warning.

17 131. Defendants failed to adequately warn and instruct Plaintiff so he could use
18 the Ridgid table saw safely.

19
20 132. For example, Defendants failed to instruct or warn Plaintiff that he should
21 use a jig to perform rip cuts on narrow pieces of wood.

22 133. In fact, as is stated above, Defendants explicitly cautioned Plaintiff *against*
23 using jigs or other similar "unapproved" accessories with the Ridgid table saw.

24
25 134. Defendants also failed to provide Ridgid table saw operators, including
26 Plaintiff, with adequate instructions or warnings concerning the Ind-I-Cut disc.

1 135. For example, Defendants failed to adequately instruct Ridgid table saw
2 operators, including Plaintiff, about how to appropriately set up the Ind-I-Cut disc so it
3 would be flush with the table. Defendants also failed to warn operators, including
4 Plaintiff, about dangers that occur when the Ind-I-Cut disc is below the table saw's
5 surface, including the fact that objects could catch or bind on the surfaces surrounding the
6 disc.
7

8 136. Defendants clearly had a duty to instruct Ridgid table saw users how to
9 operate the product safely. Defendants knew that injuries occur when table saw operators
10 are forced to put any body part near the table saw's blade, and when the surface of the
11 table saw is so uneven that objects can catch or bind on the saw's surface.
12

13 137. Defendants' failure to provide adequate instructions and warnings for the
14 safe use of the Ridgid table saw caused the table saw to be defective and unreasonably
15 dangerous.
16

17 138. The Ridgid table saw was defective and unreasonably dangerous at the time
18 it left Defendants' control because these instructions and warnings for safe use of the saw
19 were not provided in the table saw's manual or elsewhere.
20

21 139. Defendants' failure to provide these warnings or instructions proximately
22 caused Plaintiff's injuries. Had Defendants instructed or warned Plaintiff to use a jig, or
23 similar accessory, when rip cutting narrow pieces of wood, Plaintiff would not have been
24 injured.
25

26 140. Had Plaintiff provided adequate warnings or instructions concerning the
27 Ind-I-Cut disc, Plaintiff would have ensured that the disc was flush with the Ridgid table
28

1 saw's surface and would have been aware that objects could catch on the edges
2 surrounding the Ind-I-Cut disc.

3
4 141. As a direct and proximate result of Plaintiff's use of the Ridgid table saw,
5 which failed to include adequate instructions and warnings as described above, Plaintiff
6 suffered personal injuries, pain, mental anguish, permanent physical disfigurement,
7 permanent physical impairment, medical care and treatment, economic and non-economic
8 damages, the loss of his ability to engage in usual and normal activities, and he will
9 continue to suffer such harm, damages, and economic loss in the future.

10
11 142. The table saw failed to perform as safely as an ordinary customer, such as
12 Plaintiff, would expect it to perform when used in an intended and reasonably foreseeable
13 manner. Defendants are therefore strictly liable for injuries resulting from the saw's
14 defective design.

15 **THIRD CAUSE OF ACTION**

16 **Negligence**

17
18 143. Plaintiff incorporates by reference, as if fully set forth herein, each and
19 every allegation set forth in the preceding paragraphs and further alleges as follows.

20
21 144. Defendants had a duty to exercise reasonable care in the design,
22 manufacture, marketing, testing, approval, inspection, sale, and distribution of the Ridgid
23 table saw.

24
25 145. Defendants violated their duty to exercise reasonable care in several ways,
26 as described herein.

1 146. First, Defendants violated their duty of care by, among other things, failing
2 to incorporate commercially feasible and available technology that would protect table
3 saw operators when using the Ridgid table saw. Such technology includes the use of
4 SawStop or other flesh-detection technology, which stops a table saw's blade once it
5 makes contact with the table saw's operator.
6

7 147. Second, Defendants violated their duty of care by, among other things,
8 designing, manufacturing, marketing, testing, approving, inspecting, selling, and
9 distributing the Ridgid table saw with the Ind-I-Cut disc. This disc was unreasonably
10 dangerous because objects could catch on the edges surrounding this disc, leading to
11 injury as described herein.
12

13 148. Third, Defendants violated their duty of care by, among other things, failing
14 to instruct or warn Ridgid table saw operators, including Plaintiff, that they should use
15 accessories such as a jig when rip cutting narrow pieces of wood.
16

17 149. Finally, Defendants violated their duty of care by, among other things,
18 failing to instruct or warn Ridgid table saw operators, including Plaintiff, about the
19 dangers associated with the Ind-I-Cut disc. Defendants failed to instruct table saw
20 operators, including Plaintiff, that the Ind-I-Cut disc should be flush with the table saw's
21 surface, and failed to warn table saw operators, including Plaintiff, about the dangers
22 associated with a recessed Ind-I-Cut disc.
23

24 150. Defendants knew or should have known that consumers, including Plaintiff,
25 would foreseeably suffer injury as a result of Defendants' failure to exercise ordinary care
26 as described above.
27
28

1 151. Despite Defendants' knowledge that their product posed a serious risk of
2 bodily harm to consumers, Defendants continued to manufacture and market their Ridgid
3 table saw for use by consumers, including Plaintiff.
4

5 152. As a direct and proximate result of Defendants' negligence, Plaintiff
6 suffered personal injuries, pain, mental anguish, permanent physical disfigurement,
7 permanent physical impairment, medical care and treatment, economic and non-economic
8 damages, the loss of his ability to engage in usual and normal activities, and he will
9 continue to suffer such harm, damages, and economic loss in the future.
10

11 153. Plaintiff's injury would not have occurred, or would have been drastically
12 reduced, had Defendants incorporated technology into the Ridgid table saw that would
13 have stopped the saw's blade once it made contact with Plaintiff.
14

15 154. Plaintiff's injuries would also not have occurred had the push stick he was
16 using, which was provided by Defendants with the table saw, not gotten caught in the
17 edges surrounding the Ind-I-Cut disc.
18

19 155. Plaintiff's injuries would not have occurred had Defendants instructed him
20 to utilize a jig, or similar accessory, when rip cutting narrow pieces of wood, and/or
21 warned him of risks that could occur if Plaintiff failed to utilize such an accessory.
22

23 156. Plaintiff's injuries would not have occurred had Defendants instructed him
24 to ensure the Ind-I-Cut disc was flush with the table saw's surface, provided him with the
25 means to ensure this could be done, and/or warned Plaintiff of the risks created when the
26 Ind-I-Cut disc is recessed below the table saw's surface.
27

28 157. Accordingly, Defendants are liable to Plaintiff for negligence.

1 **FOURTH CAUSE OF ACTION**

2 **Punitive Damages**

3 158. Plaintiff incorporates by reference, as if fully set forth herein, each and
4 every allegation set forth in the preceding paragraphs and further alleges as follows.

5
6 159. Defendants engaged in outrageous, oppressive, intolerable, or evil conduct
7 in the design, manufacture, marketing, testing, approval, inspecting, sale, and distribution
8 of its Ridgid table saw.

9
10 160. As alleged in other lawsuits, including the *SD3, LLC* action detailed above,
11 Defendants consciously colluded with the entire table saw industry to keep important
12 safety devices and technology, such as flesh-detecting technology, off the table saw
13 market. One motive for this collusion was Defendants' desire to minimize their exposure
14 to product liability lawsuits.

15
16 161. Defendants knew that their failure to incorporate this type of injury
17 mitigation or flesh-detecting technology into their table saws would cause catastrophic
18 physical injury.

19
20 162. Defendants' conduct as described herein demonstrates that Defendants
21 consciously pursued a course of conduct knowing that they created a substantial risk of
22 tremendous harm to operators of their table saws. Defendants were, and continue to be,
23 aware that thousands of individuals are severely injured while using table saws each year.
24 As such, Defendants' conduct demonstrates a conscious disregard for the rights and safety
25 of others.
26
27
28

1 163. Accordingly, Plaintiff seeks punitive damages to punish Defendants and to
2 deter them from similar conduct in the future.

3 **PRAYER FOR RELIEF**

4
5 164. WHEREFORE, Plaintiff prays for judgment against Defendant, in an
6 amount in excess of the jurisdictional requirement of \$75,000, as follows:

- 7 a) That Plaintiff be awarded compensatory damages for his pain,
8 suffering, shock, disfigurement, anxiety, worry, loss of the ability to
9 engage in normal and customary life activities, loss of enjoyment of
10 life, trauma, and mental and emotional suffering;
11
12 b) That Plaintiff be awarded economic damages, including but not
13 limited to medical expenses incurred and to be incurred as a result of
14 his injuries;
15
16 c) That Plaintiff be awarded pre-judgment and/or post-judgment
17 interest;
18
19 d) That Plaintiff be awarded punitive damages;
20
21 e) That Plaintiff be awarded reasonable attorneys' fees and costs; and,
22
23 f) That Plaintiff be awarded all other legal and equitable relief to which
24 he may be entitled.

25 **DEMAND FOR JURY TRIAL**

26 Plaintiff hereby demands a trial by jury on all issues.
27
28

1 Dated this 23rd of February, 2017.
2
3

4 Respectfully submitted,

5 /s/ Michael J. Ponzo

6 Michael J. Ponzo

7 Scott A. Ambrose

8 BURG SIMPSON ELDREDGE HERSH

9 & JARDINE, PC

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14 *Attorneys for Plaintiff*
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UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Civil Cover Sheet

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.

Plaintiff(s): GLEN AVERY

**Defendant(s): ONE WORLD TECHNOLOGIES, INC.;
TECHTRONIC INDUSTRIES NORTH
AMERICA, INC.; RIDGID INC.;
RIDGID TOOL COMPANY;
EMERSON ELECTRIC COMPANY;
HOME DEPOT USA, INC.**

County of Residence: Yavapai

County of Residence: Outside the State of Arizona

County Where Claim For Relief Arose: Yavapai

Plaintiff's Atty(s):

Defendant's Atty(s):

**Michael John Ponzo, Attorney
BURG SIMPSON ELDREDGE HERSH &
JARDINE, PC
2398 E. Camelback Road, Suite 1010
Phoenix, Arizona 85016
602-777-7000**

II. Basis of Jurisdiction: **4. Diversity (complete item III)**

III. Citizenship of Principal Parties
(Diversity Cases Only)

Plaintiff:- **1 Citizen of the State**

Defendant:- **5. Non AZ Corp and Principal place of Business outside AZ**

IV. Origin : **1. Original Proceeding**

V. Nature of Suit: **365 Personal Injury - Product Liability**

VI. Cause of Action: **Personal injury, product liability**

VII. Requested in Complaint

Class Action: **No**

Dollar Demand: **In Excess of \$75,000.00**

Jury Demand: **Yes**

VIII. This case is not related to another case.

Signature: Michael J Ponzo

Date: 02/23/2017

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.

Revised: 01/2014