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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 GRAHAM WALDO, individually and on
11 behalf of all others similarly situated,

12 Plaintiff,

13
14 v.

15 BLACK & DECKER (U.S) INC.,

16 Defendant.
17

Case No.:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 **CLASS ACTION COMPLAINT**

2 Plaintiff Graham Waldo (“Plaintiff”), on behalf of himself and all others
3 similarly situated, brings this class action against Defendant Black & Decker (U.S.)
4 Inc. (“Defendant” or “Black & Decker”), and alleges on personal knowledge,
5 investigation of his counsel, and information and belief as follows:

6 **INTRODUCTION**

7 5. This is a class action brought by Plaintiff on behalf of himself and
8 other similarly situated persons who purchased Black & Decker String Trimer/Edger
9 model numbers BESTA510 and GH900, and all other substantially similar string
10 trimmers with the same automatic feed spools (the “Products”), for personal use and
11 not for resale.

12 6. The Products all suffer from an identical defect in design. Specifically,
13 the Products have a dangerously defective auto feeding spool and sensor, posing a
14 significant safety hazard for consumers. As a result of the defect, too much spool
15 can be advanced, and pierces of trimmer string can come loose during use and
16 become airborne projectiles, posing a laceration hazard to users as well as
17 bystanders. Such a design defect is extraordinarily dangerous and has rendered the
18 Products unsuitable for their principal and intended purpose.

19 7. Indeed, many consumers have suffered physical injuries as a result of
20 this defect, including Plaintiff, who suffered a painful and deep laceration to his leg.

21 8. Defendant has not recalled the Products or offered any other program
22 to reimburse or assuage users who are at risk of harm.

23 9. As a result of Defendant’s misconduct and omissions, Plaintiff and
24 putative Class members have suffered injury in fact, including economic damages.

25 10. Plaintiff brings this suit to halt Defendant’s unlawful sales and
26 marketing of the Products and for economic damages sustained as a result. Given
27 the large quantities of the Products sold in California and nationwide, this class
28 action is the proper vehicle for addressing Defendant’s misconduct and attaining

1 needed relief for those affected.

2 **PARTIES**

3 11. Plaintiff Graham Waldo is and was at all times relevant to this matter a
4 resident of the State of California residing in San Pedro, in the county of Los
5 Angeles. Plaintiff is a citizen of California.

6 12. Defendant is a corporation organized under the laws of Maryland,
7 having a principal place of business at 701 East Joppa Road, Towson, MD 21286.
8 At all relevant times hereto, Defendant has designed, built, manufactured, marketed,
9 distributed, promoted, marketed, and sold the Products nationwide, including in
10 California.

11 **JURISDICTION AND VENUE**

12 13. This Court has subject matter jurisdiction over this action pursuant to
13 28 U.S.C. § 1332(d), the Class Action Fairness Act of 2005 (“CAFA”), because (i)
14 there are 100 or more class members, (ii) there is an aggregate amount in controversy
15 exceeding \$5,000,000, exclusive of interest and costs, and (iii) there is minimal
16 diversity because at least one member of the class and Defendant are citizens of
17 different states.

18 14. This Court has personal jurisdiction over Defendant pursuant to 18
19 U.S.C. § 1965 because Defendant maintains minimum contacts with this state, and
20 intentionally avails itself of the laws of the United States and this state, by
21 conducting a substantial amount of business in California. Defendant continuously
22 and systematically places goods into the stream of commerce for distribution in
23 California, sells the Products to individuals in California, and wholesales the
24 Products to retailers it knows will resell the Products at retail to individuals in
25 California. Because of Defendant’s conduct as alleged in this lawsuit, the Products
26 were sold to and purchased by individuals in this State.

27 15. For these same reasons, venue is proper in this district pursuant to 28
28 U.S.C. § 1391. A substantial part of the events or omissions giving rise to the claims

1 herein occurred in this judicial district.

2 **COMMON FACTUAL ALLEGATIONS**

3 **A. The Defect**

4 16. Defendant is the manufacturer, distributor, and seller of power and hand
5 tools. Among the various tools manufactured and sold by Defendant are the Products
6 at issue—the Black & Decker String Trimer/Edger model numbers BESTA510,
7 GH900, and all other string trimmers with the same defective automatic feed spools.

8 17. The Products contain a safety defect resulting in an unreasonable risk
9 of physical harm, namely, a dangerously defective auto feeding spool and sensor. As
10 a result of the defect, too much spool can be advanced, and pieces of trimmer string
11 can come loose during use and become airborne projectiles, posing a laceration
12 hazard to users as well as bystanders. The defect is substantially likely to materialize
13 during the useful life of the Products and many users have reported laceration injuries
14 (or near injuries) resulting from the defect.

15 18. The Products are substantially similar: they are all string trimmers and
16 contain the same dangerously defective auto feeding spool and sensor resulting in
17 too much spool being advanced and becoming airborne projectiles.

18 19. The defect at issue here involves a critical safety-related component,
19 and it is unsafe to operate the Products as designed. The auto feeding spool and
20 sensor are also central to the performance of the Products. Absent a functioning
21 feeding spool, the Products are incapable of use and are worthless.

22 20. Industry standards applicable to power tool string trimmers require that
23 trimmers be designed to avoid excess advancing of spool past the safety guard. This
24 can be accomplished in many ways, including the manual “bumping” method of
25 advancing spool. This alternative, feasible design has been available for decades.
26 The Products’ auto feeding spool, however, advances far more spool than necessary
27 to adequately trim vegetation and is therefore unsafe to use.

28 21. Additionally, consumers reasonably expect that string trimmers are safe

1 for their intended purpose—trimming vegetation. Consumers would not anticipate
2 that a product specifically made for trimming vegetation and marketed as such is
3 designed in a manner that could seriously injure themselves with normal, everyday
4 use.

5 22. The safety defect renders the Products unfit for the ordinary purpose
6 they are used, which is to safely and consistently trim vegetation.

7 23. The safety defect is present in all Products at the time of sale because it
8 is inherent in the design of the Products and is present when the Products come off
9 the assembly line.

10 24. Had Plaintiff, Class members, and the consuming public known that the
11 Products were defectively designed and were substantially certain to prematurely
12 fail, they would not have purchased the Products at all, or on the same terms for the
13 same price.

14 **B. The Safety Risks to Users Associated with the Use of the Products**
15 **Render Them Worthless or Diminished in Value**

16
17 25. As a result of the safety risks to users associated with the use of the
18 Products, together with Defendant’s concealment and omission of these risks from
19 the date they were first reported to Defendant or discovered by Defendant and
20 continuing through the present, as the Products were not recalled, the Products have
21 been rendered entirely worthless or, at the very least, have been substantially
22 diminished in value.

23 26. The known safety risks to users of the Products, described above, have
24 rendered the Products worthless. If users choose to discontinue using the Products
25 for fear of injury (or repeat injury), they must pay for another expensive replacement
26 product.

27 27. Rather than recall the Products or even instruct users to place them
28 away, Defendant continues to sell the products and market them as usable.

1 28. In so doing, Defendant places the blame and burden on parents for
2 purchasing its dangerous Products instead of shouldering any responsibility for the
3 defect whatsoever. In other words, Defendant is actively concealing the safety defect.

4 29. If Defendant disclosed the danger presented by the Products, demand
5 would quickly drop, which would cause the market price of the Products to plummet.
6 Thus, due to Defendant's concealment and omissions, Plaintiff and class members
7 paid a price premium and sustained economic injuries.

8 **C. Defendant Knew About the Defect Yet Provided No Warning**

9 30. Defendant has never warned consumers regarding the safety risks of
10 projectile string and resulting laceration through regular use of the Products.

11 31. However, Defendant was aware of the design defect and the resulting
12 risk of physical injury since at least August 2014.

13 32. The United States Consumer Products Safety Commission ("CPSC")
14 operates a website where consumers can post complaints about unsafe products and
15 provide details about any incidents they experienced. Defendant regularly receives
16 and monitors consumer complaints submitted to the CPSC and responds to such
17 complaints and inquiries. The CPSC also automatically informs manufacturers
18 whenever they receive a complaint about a physical danger.

19 33. At least two complaints of this defect and injury risk have been made
20 to the CPSC for model GH900—which is virtually identical to the BESTA510 and
21 has the exact same defect, design, and material features.

22 a. In a report dated August 30, 2014, a user submitted the following
23 complaint:

24
25 The Black and Decker 6.5 amp string trimmer is dangerous. The
26 *mechanism that feeds the string malfunctions* and *sends out a*
27 *stream of string*. Pieces of string are *propelled* quite a distance
28 by the device and *cause quite a sting when hitting one's legs*.

1 The pieces of string could easily *damage one's eyes*.¹

2 b. In a report dated July 19, 2018, a user submitted the following
3 complaint:
4

5 I was operating a Black+Decker GH900 weed trimmer and edger.
6 I had been operating the equipment on the incident day for
7 approximately 1.5hrs in the "edger" mode. When I switched the
8 equipment to the trimmer mode the rpm increased as designed
9 but the *auto-line-feed system unraveled* the entire remaining
10 (approximately 10 feet) line in an *uncontrolled manner*. This
11 caused the line to exceed the protection of the guard and *break*
12 *off in the direction of the operator* (myself). A few pieces struck
13 my leg causing non-serious lacerations. No professional medical
14 treatment was needed, only first aid cleaning and bandaging. I
15 have owned this equipment for approximately one year. The
16 auto-feed-system is known for using a lot of line but this was the
17 first incident that *failed to stop feeding such a large amount,*
18 *bypassing the guard, and that caused a noticeable injury*.²

19 34. In addition to receiving safety complaints from the CPSC, Defendant
20 knew about the defect through reviews posted on its own website and third-party
21 retailer websites. No less than fifty consumers posted product reviews about the
22 Products' defective spool-feeding system and sensor, resulting in too much spool
23 being advanced and pieces of trimmer coming loose during use and becoming
24 airborne projectiles, posing a laceration hazard to users as well as bystanders. The
25 volume of negative reviews raising the exact same defect—which Defendant often
26 responds to—is unusually large and is indicative of a widespread problem.


27 35. Exemplar reviews are shown below for model BESTA510 on
28 Amazon.com.


¹ <https://www.saferproducts.gov/PublicSearch/Detail?ReportId=1426057>.

² <https://www.saferproducts.gov/PublicSearch/Detail?ReportId=1777612>.

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Kindle Customer


★★★★★ **Safety Risk**

Reviewed in the United States on July 28, 2020

There is a tiny piece that sits under the string spool that came out, without my knowledge. I put in a replacement spool and turned it on the string came out in extra long length , this caused numerous 1 to 2 inch cuts from ankle to knee on both legs. I have been unable to locate a replacement part

I placed this review last year but wanted to caution those who buy it this year!

Images in this review



Customer Review



vlnplyr

★★★★★ **Great for slicing open your legs**

Reviewed in the United States on June 5, 2020

Style: String Trimmer | **Verified Purchase**

Not sure how the reviews are so positive as this trimmer is hot garbage. My B&D that I bought 15 years ago finally gave up, so I figured I'd show some brand loyalty. That was mistake #1.

Mistake #2 was expecting this to perform the same as my old one. Easy-feed line - great concept, terrible execution. I now have an open wound on my left leg (through my sock) from trimmer line that advanced too fast, essentially rolling out 8-12 inches at a time and destroying anything in its path.

Mistake #3 was thinking it was a one-time issue. Kept using the thing, and ended up with a gash in my right leg too. Lovely.


My tiny suburban yard is now 2/3 of the way edged, with a whole spool of line gone. At this rate I'll be spending money on trimmer line like some people do on ink cartridges!

Needless to say, B&D missed the mark, and this time I won't make the same (3) mistakes again. Bye bye B&D.



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Customer Review

 Steve

★☆☆☆☆ **Another auto-feed failure with BLOOD!**

Reviewed in the United States on September 16, 2021

Style: String Trimmer | **Verified Purchase**

I really liked the design features of this trimmer. The guide wheel is brilliant! It works great for keeping your distance while trimming against a hard object, like walls or edging bricks. It also works great when you are using the trimmer as an edger.

The not so great is the poor designed auto-feed mechanism. My trimmer worked great for 1 and a half seasons then the auto-feed failed. It would, out of the blue start feeding excessive line, which then gets cut off by the line trimmer, becoming a projectile aimed straight for your shins. I stopped trimming, removed the spool and noticed the auto-feed ratchet had come off its post. Reseated the ratchet on its post and began trimming again. About 5 feet further down the fence line, the auto-feed failed and once again, I got trimming line stuck under my skin on my shin. I managed to finish the job but with 5 puncture wounds in my legs.

As much as I like the features and design, I can not recommend this trimmer. It can and will draw blood.

Customer Review

 Virgil Lloyd


★☆☆☆☆ **BUY AT LEAST A DOZEN SPOOLS OF STRING.... YOU'LL NEED THEM ALL..!**

Reviewed in the United States on April 30, 2021

Style: String Trimmer | **Verified Purchase**

THE FEED ON THE SPOOL LITERALLY RUNS IT OUT OF STRING AND THROWS ROCKS AND STRING BITS EVERYWHERE A WASTE OF MONEY ON THIS ONE..! WHAT DOESN'T WRAP AROUND THE SPOOL ALL AT ONCE, GETS CUT INTO BITS CONSTANTLY... LITERALLY INJURED MY WIFE WITH THE STRING BITS AND EVERYTHING ELSE IT THREW....!

Customer Review

 Allan A. Makalintal

★☆☆☆☆ **Feed line malfunction**

Reviewed in the United States on December 11, 2021

Style: String Trimmer | **Verified Purchase**

The cutting line feed system keeps feeding out causing shrapnel of the broken line flying through the air and caused me some injuries on my lower leg. I did read every page of the manual and followed every step for set up and use to make sure I wasn't missing anything. I was not, I even ordered a replacement which did the exact same thing.

Customer Review



Brian

★☆☆☆☆ **Don't Buy This**

Reviewed in the United States on June 16, 2022

Style: String Trimmer | **Verified Purchase**

The auto feed on this item is the worst. It's always pushing out more line. So much line that it doesn't cut off the excess... so it feeds more line out. When it finally cuts the excess line, long chunks will fly back at you. Trimmed the yard twice, this went through a whole roll of string.

Don't get this one, pay a little more and get the one with the user controlled string feed button at the top of the handle.

Customer Review



Darlene

★☆☆☆☆ **Danger**

Reviewed in the United States on July 6, 2022

Style: String Trimmer | **Verified Purchase**

I bought this for an easy to use tool in between our lawn company coming. My husband told me under no circumstances was I to use it. The plastic unravels itself & breaks easily. He had 3 cuts on his face and more then a handful on his legs. This should not be able to be sold here

Customer Review



TAMIE

★☆☆☆☆ **Poorly designed dangerous the line feeder Very wasteful**

Reviewed in the United States on August 15, 2022

Style: String Trimmer | **Verified Purchase**

It's not designed well it feeds out the line is dangerous very large line comes out and then when it cuts it flies out and dangerous Pieces about 2 inches long at you

Customer Review



Barbe

★★★★★ **Does not work properly!**

Reviewed in the United States on June 29, 2023

Style: String Trimmer | **Verified Purchase**

I purchased this to replace one just like it that was years old. This is horrible as the string keeps coming out way too long and the cutter does not cut it off. My leg is all torn up from being hit by the long piece of string. I just got this last week and threw away the box because I knew my last was just old and I knew this new one would be great. No it is not!!! I can't return it with no box so it is just trash now and I really can't afford another one. I am so upset as I do my yard work every week and do not know what to do now. Who can afford to just trash it and have nothing to trim with this day and time? I will never buy another one of these. I am very upset as I have blood marks all over my leg.

Customer Review



Amazon Customer

★★★★★ **POS**

Reviewed in the United States on August 28, 2023

Style: String Trimmer | **Verified Purchase**

Honestly doesn't deserve one star. Line automatically feeds when you don't need it and won't feed when you need it. Lines gets too long and throws trash/debris at you. Better off with something from harbor freight. Save your money and legs.

2 people found this helpful

36. Exemplar reviews are shown below for model BESTA510 on HomeDepot.com, including Defendant's responses thereto.

<p>★★★★★</p> <p>Absolutely Awful</p> <p>Purchased last summer. The spools come undone quickly and get caught up after it is out. Took all 3 spools to get a small residential yard, plus it would have string hit me in the face. I would never recommend any of their products and destroyed mine when I put it in the trash just so someone else would use it and have the same problem.</p> <p>by NeverAgain</p>	<p>Jul 8, 2019</p>  <p>BLACK+DECKER</p> <p>Customer review from blackanddecker.com</p>
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★★★★★

Oct 2, 2021

Dangerous tool

This trimmer has an AUTOMATIC feed system which sounds great in marketing terms but is DANGEROUS because it randomly feeds string causing all sorts of trouble: The tool suddenly jumps wildly, or randomly flings nearby stones which act like bullets.

by LEDbuddy

★★★★★

Sep 24, 2022

Unreliable sensor

The line feeding sensor kept continually feeding more and more line when it should have stopped.

by Jon_

Response from Customer Service

Hide

Sep 28, 2022

Hello Jon. We appreciate your feedback on the trimmer and are sorry to hear about the issue. This is not the kind of performance we expect from our products and would like to speak to you about this issue so we can assist you. Please email me at wecare@sbdinc.com and reference case #5571647. Thank you, Maria BLACK-DECKER Social Rep.

★★★★★

Jul 14, 2023

Uses up line like no tomorrow

If you hit anything other than one blade of grass at a time, this will throw line off to who knows where... spend a little extra and get something else.

by John

Response from SBD_Product Expert

Hide

Jul 17, 2023

Hello John.

Thank you for your feedback regarding Trimmer. I am sorry to hear you are unhappy with this product and would be more than happy to assist you with a resolution. If you would like further assistance, please email support at wecare@sbdinc.com and reference ticket (#7677074) so all information is easily available for the agent to assist you further.

Thanks, Maria BLACK+DECKER

1 37. Exemplar reviews are shown below for model BESTA510 on
2 BlackandDecker.com.³


3 **Terrible...Do not buy this product.**

4 **LoBo**
5 5 years ago
6 In my opinion this is a terrible product. Used a whole spool on 1/3 of my yard. Advanced several feet of spool and wrapped around my leg causing several cuts and
7 bruises on my leg. I do not recommend buying this product.

8 **Joe L**
9 4 years ago
10 I just bought it and I have a small yard and the automatic Line Feed is the biggest pile I've ever seen. half my yard went through a whole spool. If it feels a little tension
11 it'll automatically feed it and whip trimmer string all over. I'm looking into seeing if they have the old school feed yourself had for it. Skip over this by

12 *******
13 **dangerous and costly to replace spools**
14 **yardwanderer1**
15 4 years ago
16 The trimmer works well for one season. The black handle moves out of it's locked position often, the line does not always cut against the metal cutting edge after
17 popping the spool for more string; the line continues to feed out while unspooling, and then cuts you across the shins. Ouch! On top of this, the replacement spools cost
18 a lot of money. Think about how much you are nickel and dime for printer cartridges, and you will understand.

19 38. Reviews on the Amazon.com and HometDepot.com listings for the
20 model GH900 string trimmer contain similar complaints about the defect. Exemplars
21 are shown below.

22  Jun 26, 2023

23 **Huge liability**

24 I had been using this product for a while and then it automatically auto Fed way too much line, causing it to throw rocks
25 and debris that my legs ripping them open. After researching Black & Decker recalled they were auto feet edgers years
26 ago, as there were so many injuries caused by faulty feeds. After calling, Black & Decker, explaining my injuries, they
27 simply asked me to return the editor so that they could examine it. I am proceeding legally as this product negligence must
28 stop.

by Lacey

Response from SBD_Product Expert Hide

Jun 27, 2023

Hello Lacey, thank you for taking the time to give us your feedback. I am so sorry that you had a negative experience
with our Customer Service Department. Our goal is the total satisfaction of our customers, and to provide a positive
experience. We would like to get more detail about your experience. Please contact us at WECARE@sbdinc.com and
reference ticket 7533928 so we have all information available from your review.

Thanks, Deeris BLACK+DECKER

³ <https://www.blackanddecker.com/products/besta510>.

I don't know what's worse the trimmer throwing debris and string left and right, or the exploding bearings.... Maybe it's the customer service. This thing has been a disaster and trying to speak to someone has been even worse... I bought the second trimmer thinking the first one was defective, nope turns out black and decker makes pretty terrible products. Good luck.

by Chof13

Response from SBD_Product Expert

[Hide](#)

May 9, 2023

Hello Chof13, I appreciate your feedback. I would like to speak to you about the experience you had with GH900 14 in. 6.5 AMP Corded Electric Single Line 2-in-1 String Trimmer & Lawn Edger with Automatic Feed and POWERDRIVE. Please contact support at WECARE@sbdinc.com and include a brief description of the issue you are having along with your contact information along with your contact information and reference ticket # 7097592.
Thanks, Tana BLACK+DECKER

★ ★ ★ ★ ★

May 16, 2023

Junk out of the box

I bought two of these and only used each two to three times and the line shoots out none stop. Flying plastic line chewed up my legs big time. Wasted alot of trimming line. I just bought the second one two months ago so I researched online the issue. I was informed to buy and replace the small component inside the housing that supposed to control the line release. I ordered the part, waited a week for it to arrive, installed the new part as instructed and nothing was fixed. Still not working properly. I am sooooo done with Black and Decker products. Home Depot needs to discontinue this brand. Too much money to spend on trash for the landfill.

by KB

Response from SBD_Product Expert

[Hide](#)

Jun 8, 2021

Hello We appreciate your feedback. We would like to speak to you about the experience you had. Please contact support at WECARE@sbdinc.com and include a brief description of the issue you are having along with your contact information. We look forward to hearing from you. Thank you BLACK+DECKER

★ ★ ★ ★ ★

Jun 16, 2020



Verified Purchase

The problem with the product is the line feed it's to long and I assume the spool was a really sh...

The problem with the product is the line feed it's to long and I assume the spool was a really short one that came with the product I was trimming some high grass by a wooded area in my back yard 2 days ago and what was left of the line flew off the spool and hit me right in my eye and knocked to the ground am very lucky I still have an eye Louis Serin

by UnluckyLouie



Jul 18, 2020

waste of money

I used this thing for maybe 20 minutes. I went through 3 spools of line (\$8 each). About all I got out of the deal was a bad mood and a number of bleeding wounds from the chucks of line it shoots off at high velocity. It's supposed to auto adjust the line length, but the auto adjust mechanism is trash and the line spools are VERY expensive. My advice, if you're thinking about buying this, just throw \$40 out your car window and keep driving. You'll get just as much done and end up far less frustrated.

by Jules

Response from SBD_Product Expert

Hide

Jul 27, 2020

Hi Jules

We appreciate your feedback on the GH900 and are sorry to hear about the issue you are having with your product and the wounds it cost. This is not the kind of performance we expect from our products and would like to speak to you about this issue so we can assist you in resolving this to your satisfaction. Please email me at wecare@sbdinc.com and reference case #11933906. I look forward to hearing from you.

Thank you

Deeris

BLACK+DECKER



Cannot use this thing

Reviewed in the United States on June 9, 2023

Verified Purchase

I used this as an edger first and it was just okay. I kept the trigger pulled instead of starting and stopping a lot so it wouldn't use a lot of line. Then I flipped it over to use as a trimmer. Completely useless! It just kept sending out line, cutting it off and throwing it at me. I had 10 cuts/welts on my legs within two minutes. And yes, I was wearing jeans. They have done something to the new weed whackers that makes them completely useless. Don't buy this.

Helpful

Report

Hazardous piece of junk, with the cuts on my legs and face to prove it.

Reviewed in the United States on May 8, 2016

Verified Purchase

I very reluctantly bought this string trimmer after my Toro Trimmer finally broke after ten years of use. I had used a Black and Decker Hog trimmer before and found it largely to be a plastic piece of junk. So, I was very hesitant to buy this after the junk I made the mistake of buying before. This trimmer worked well the first time. The second time I used it, which was just today, I have no fewer than three painful cuts: one to my face and two on my leg, since this trimmer would not auto trim the line and instead wound out a string much larger than the guard. It hit who knows what in my fence and edging trim and slung the debris into my face. I now have three bleeding cuts on myself from this hazardous piece of junk and it is assembled according to the package instructions. I did not purchase this item through Amazon, instead at my local Menard's store and if I can find the original receipt this piece of junk will go back for return. It is not a safe item for anyone to use in my opinion. I have attached a photo of the string [ere it is a [pntly too long and will not automatically cut off. My suggestion is to not waste your cash and buy a more safe and reliable trimmer than Black & Decker has made in this waste of money.

9 people found this helpful


 Alicia Stevers

★★★★★ **This trimmer is the worst. It plowed through an entire spool of string ...**

Reviewed in the United States on June 12, 2015

Verified Purchase

This trimmer is the worst. It plowed through an entire spool of string in one run and I wasn't even done doing my front and back yard. That's like 12 feet of string in 30 minutes! I was cutting with the head in the horizontal position through soft grass, no rocks or hard surfaces, and yet the trimmer kept continuously releasing string. Every few seconds I'd hear the sound of more string being released and smacking on the guard until it would finally lop off the extra and then a few seconds later proceed to release more string for no reason. The worst part of it all was that the extra bits of string that were being lopped off whacked my shins. I now have at least a dozen painful cuts on my shins from the bits of string hitting me. I've owned a trimmer before and had no issues with it. This is an auto-feeding piece of garbage and I sent it back to the dark pit of hell whence it was fashioned.

 mksofio

★★★★★ **Beautiful beast**

Reviewed in the United States on September 19, 2016

Verified Purchase

This may be a decent trimmer. It looks good, seems built well enough and you really can't beat the price. Unfortunately in the year I've had it the string feed mechanism has never worked properly. From New it sprayed string. So I did a YouTube fix, no good. Maybe it will work with the pre cut strings. Well I don't think this was a very good deal. In the end you get what you pay for. UPDATE. This trimmer is useless to me. Let me say I've always paid a lawn guy and have never used a trimmer of any sort. So when I got this 88.dollar two stroke Murray trimmer it just blew me away. Wow now this is amazing to me, what a sorry waste of money. I'm glad it was so bad, or I may have never known the joy of a real trimmer. I'll use the electric motor for something.

8 people found this helpful

★★★★★ **Piece of Junk**

Reviewed in the United States on September 25, 2021

Verified Purchase

Complete piece of junk. I used it twice. The string kept coming out. It had no control over the string. I didn't want to chance a major laceration on my legs. I got frustrated and smashed this piece of just junk. Going with a Craftsman



One person found this helpful

Helpful

Report

1 39. Not only does the number of complaints over the course of several
2 years demonstrate that Defendant was on notice of the defect, but the substance of
3 the complaints shows that consumers were surprised, frustrated, and disappointed
4 with the poor build quality of the Products, and would not have purchased the
5 Products had the defect been disclosed.

6 40. Defendant would have seen the above-described warnings on its own
7 website and third-party retailer websites. Online Reputation Management (ORM) is
8 now a standard business practice among major companies and entails monitoring
9 consumer forums, social media, and other sources on the internet where consumers
10 can review or comment on products. ORM involves the monitoring of the reputation
11 of an individual or a brand on the internet, addressing content, which is potentially
12 damaging to it, and using customer feedback to try to solve problems before they
13 damage the individual's or brand's reputation. Many companies offer ORM
14 consulting services for businesses.

15 41. Like most companies, Defendant cares about its reputation and
16 regularly monitors online customer reviews because they provide valuable data
17 regarding quality control issues, customer satisfaction, and marketing analytics. One
18 and two-star reviews like those displayed above would be particularly attention-
19 grabbing for Defendant's management because extreme reviews are often the result
20 of material problems. As such, Defendant's management knew about the above-
21 referenced consumer complaints shortly after each complaint was posted on
22 Defendant's company website and third-party retailer websites.

23 42. Additionally, Defendant is experienced in designing and
24 manufacturing power tools such as the Products. As an experienced manufacturer,
25 Defendant conducts pre-sale and post-sale safety testing to verify the safety risks
26 posed to users of the Products. On information and belief, Defendant discovered this
27 safety risk during testing both before and after publicly releasing the Products for
28 sale, but made a business decision not to take action, including redesigning and

1 recalling the Products.

2 43. Finally, Defendant also would have had notice of the defect as a result
3 of product warranty claims. Before accepting a return or performing a repair,
4 Defendant’s policy is to ask each customer for a description of the request and to
5 keep track of the reasons given. Descriptions provided with returns and/or repair
6 requests of the Products therefore would have disclosed the defect.

7 44. In sum Defendant has known of the safety defect and its associated
8 manifestations and damage through (1) records of customer complaints, (2) warranty
9 and post-warranty claims, and (3) pre- and post-sale testing, but made no substantive
10 design modifications to eliminate the defect, and did not recall the Products, despite
11 knowing the defect persists today.

12 **D. Defendant Fails to Disclose the Latent Safety Defect to Consumers**
13 **at the Point of Sale**

14 45. Consumers cannot reasonably know about or discover the dangerous
15 nature of the Products at the point of sale. Although images and a description of the
16 string trimmers are contained on product packaging and online listings, consumers
17 do not realize that there is a material and unreasonable risk of projectile string
18 causing painful laceration and potentially eye loss through regular and ordinary use.

19 46. Consumers reasonably expect that Defendant—who has far greater
20 expertise in product safety and designing power tools—would not market an unsafe
21 product. For lay consumers inexperienced in product design, the Products are not
22 obviously unsafe in appearance.

23 47. Defendant advertises the Products on its packaging as:

- 24 a. “Automatic Feed Spool”
25 b. “AUTO FEED [¶] No Bumping Required”
26
27
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8 48. Defendant similarly advertises the Products on retailer websites as:

- 9 a. “String Trimmer with Auto Feed, Electric, 6.5-Amp”;
- 10 b. “Automatic Feed Spool (AFS) technology of the edger/trimmer
11 eliminates bumping for hassle-free line feeding that helps you
12 work without interruptions.”

13 49. These representations are misleading because the “Automatic Feed
14 Spool” or “Auto Feed” is defectively designed and results in an unreasonable risk of
15 physical injury with ordinary use. Defendant omitted this information on packaging,
16 labeling, and advertising.

17 50. Defendant further actively concealed the defect and safety risk by (1)
18 responding to customer complaints with requests for further information but without
19 acknowledging the defective nature of the Products, and (2) replacing defective
20 products with the same defective product until the two-year warranty period expired.

21 **E. Defendant’s Duty to Disclose the Defect**

22 51. Superior Knowledge: As described above, Defendant is experienced in
23 the design and manufacture of power tools such as the Products. As an experienced
24 manufacturer, Defendant conducts tests, including pre-sale testing, to verify the tools
25 it sells are free from defects and align with Defendant’s specifications and intended
26 use. Defendant also receives, monitors, and aggregates consumer complaints
27 regarding the defect. A reasonable consumer would not be on notice of the defect
28 and does not have access to the granular data in Defendant’s possession.

1 52. Active Concealment: Defendant actively concealed the Defect. As
2 described above, Defendant actively concealed the defect from Plaintiff and Class
3 members. In response to consumer complaints within the warranty period regarding
4 the defect, Defendant replaced the defective Products with the same defective
5 Products to ensure that the defect will manifest again outside of the warranty period,
6 or denied the warranty claim entirety. Defendant also responded to negative reviews
7 about the defect without publicly acknowledging the defect, and instead merely
8 directed the reviewer to contact Defendant for more information.

9 53. Partial Representations: As described above, Defendant represents on
10 labeling that each Product functions as a string trimmer with auto-feed capability.
11 The same and substantively identical representations are made on third-party retailer
12 websites (and Defendant's website), which were written by Defendant and provided
13 to retailers by Defendant. Yet Defendant fails to disclose that the defect is
14 substantially certain to manifest within the warranty period, let alone shortly after
15 expiration of the warranty period. By disclosing some beneficial attributes about the
16 Products and describing its performance, Defendant is obligated to disclose material
17 defects that negatively affect the useful life of the Products.

18 54. The defect affects the central functionality of the Products in that it
19 renders the Products inoperable without unreasonable risk of physical injury. For
20 the same reasons, the Products present an unreasonable safety hazard.

21 55. Defendant could have and should have prominently disclosed the defect
22 on the product listings on its website, on product packaging, and to third-party
23 retailers. Had Defendant disclosed the defect in this manner, consumers would have
24 been aware of it.

25 **F. Plaintiff Graham Waldo**

26 56. On March 31, 2023, Plaintiff Graham Waldo purchased a Black &
27 Decker string trimmer model BESTA510 from a Home Depot store in San Pedro,
28 California. Plaintiff paid \$99.00 plus tax for the Product.

1 57. Before purchasing the Product, Plaintiff viewed the external packaging
2 of the product and saw that it was labeled as a corded string trimmer with an
3 “Automatic Feed Spool,” “Auto Feed,” and “No Bumping Required.”

4 58. As a reasonable consumer, he believed that information regarding
5 critical safety defects, like the substantial risk of projectile string because too much
6 spool was automatically advanced, resulting in deep laceration to body and face
7 under normal use, would have been prominently disclosed by the manufacturer on
8 the packaging. Because no such risk was disclosed, let alone prominently on the front
9 panel, he understood label statements and accompanying images as representations
10 made by Defendant that the Product was safe under ordinary use. Plaintiff relied on
11 Defendant’s omissions in purchasing the Product.

12 59. After using the Product as intended, Plaintiff suffered a painful
13 laceration to his lower leg caused by exceed string automatically released from the
14 spool. The laceration was deep and caused bleeding.

15 60. Plaintiff has stopped using the Product because it is worthless, and
16 Plaintiff is concerned that the Product is unsafe to use.

17 61. Had Plaintiff known or otherwise been made aware of the defect in the
18 Product, he would not have purchased it or would have paid significantly less for it.
19 At a minimum, Plaintiff paid a price premium for the Product based on Defendant’s
20 omission and concealment of the safety defect.

21 62. Plaintiff would purchase another substantially similar string trimmer
22 from Defendant in the future if the product was redesigned to make it safe under
23 ordinary use. Plaintiff, however, faces an imminent threat of harm because he will
24 not be able to rely on any representations or omissions of safety and the
25 comprehensiveness of warnings in the future and, thus, will not be able to purchase
26 such a string trimmer manufactured by Defendant.

27 **TOLLING OF APPLICABLE STATUTES OF LIMITATIONS**

28 63. Any applicable statutes of limitation have been tolled by the discovery

1 doctrine and Defendant's knowing and active concealment of the defect.

2 64. Through no fault or lack of diligence, Plaintiff and members of the
3 Class were deceived regarding the defect and could not reasonably discover the
4 defect or Defendant's deception with respect to the Defect.

5 65. Prior to purchasing and using the Products, Plaintiff and Class members
6 had no reasonable way of knowing about the Products' uniformly defective design
7 resulting in unreasonable laceration risk through ordinary use. Further, Plaintiff and
8 members of the Class did not discover and did not know facts that would have caused
9 a reasonable person to suspect that Defendant was engaged in the conduct alleged
10 herein.

11 66. Further, by failing to provide immediate notice of the risks of laceration
12 associated with normal use of the Products, by responding to negative reviews about
13 the defect without publicly acknowledging the defect, and by replacing Products
14 under warranty with the same defective Products, Defendant actively concealed the
15 defect from Plaintiff and Class members.

16 67. Plaintiff did not learn about the safety defect and risk of laceration
17 under normal use until he purchased and used the Product, and suffered a laceration,
18 in 2023.

19 68. Upon information and belief, Defendant intended its acts to conceal the
20 facts and claims from Plaintiff and Class members. Plaintiff and Class members were
21 unaware of the facts alleged herein without any fault or lack of diligence on their
22 part and could not have reasonably discovered Defendant's conduct. For this reason,
23 any statute of limitations that otherwise may apply to the claims of Plaintiff or Class
24 members should be tolled.

25 69. For these reasons, all applicable statutes of limitation have been tolled
26 based on the discovery rule and Defendant's active concealment.

27 **CLASS ACTION ALLEGATIONS**

1 70. Plaintiff brings this action on behalf of himself and the following Class
2 pursuant to Rule 23(b)(2), 23(b)(3), and 23(c)(4) of the Federal Rules of Civil
3 Procedure.

4 All persons in California who purchased the Products
5 during the Class Period other than for resale.

6 71. Excluded from the Class are (a) any officers, directors or employees,
7 or immediate family members of the officers, directors, or employees of any
8 Defendant or any entity in which a Defendant has a controlling interest, (b) any legal
9 counsel or employee of legal counsel for any Defendant, and (c) the presiding Judge
10 in this lawsuit, as well as the Judge’s staff and their immediate family members.

11 72. The “Class Period” begins on the date established by the Court’s
12 determination of any applicable statute of limitations, after consideration of any
13 tolling, discovery, concealment, and accrual issues, and ending on the date of entry
14 of judgment.

15 73. Plaintiff reserves the right to amend the definition of the Class if
16 discovery or further investigation reveals that the Class should be expanded or
17 otherwise modified.

18 74. **Numerosity.** Class Members are so numerous and geographically
19 dispersed that joinder of all Class Members is impracticable. While the exact number
20 of Class Members remains unknown at this time, upon information and belief, there
21 are thousands, if not hundreds of thousands, of putative Class Members. Moreover,
22 the number of members of the Class may be ascertained from Defendant’s books and
23 records. Class Members may be notified of the pendency of this action by mail and/or
24 electronic mail, which can be supplemented if deemed necessary or appropriate by
25 the Court with published notice.

26 75. **Predominance of Common Questions of Law and Fact.** Common
27 questions of law and fact exist for all Class Members and predominate over any
28 questions affecting only individual Class Members. These common legal and factual

1 questions include, but are not limited to, the following:

- 2 a. Whether the Products contain the defect alleged herein;
- 3
- 4 b. Whether Defendant failed to appropriately warn Class Members of
- 5 the damage that could result from the use of the Products;
- 6
- 7 c. Whether Defendant had actual or imputed knowledge of the defect
- 8 but did not disclose it to Plaintiff and the Class;
- 9
- 10 d. Whether Defendant promoted the Products with misleading
- 11 statements of fact and material omissions;
- 12
- 13 e. Whether Defendant's marketing, advertising, packaging, labeling,
- 14 and/or other promotional materials for the Products are deceptive,
- 15 unfair, or misleading;
- 16
- 17 f. Whether Defendant's actions and omissions violate California law;
- 18
- 19 g. Whether Defendant's conduct violates public policy;
- 20
- 21 h. Whether Plaintiff and putative members of the Class have suffered
- 22 an ascertainable loss of monies or property or other value as a result
- 23 of Defendant's acts and omissions of material facts;
- 24
- 25 i. Whether Defendant was unjustly enriched at the expense of
- 26 Plaintiff and members of the putative Class in connection with
- 27 selling the Products;
- 28
- 29 j. Whether Plaintiff and members of the putative Class are entitled to
- 30 monetary damages and, if so, the nature of such relief; and
- 31
- 32 k. Whether Plaintiff and members of the putative Class are entitled to
- 33 equitable, declaratory, or injunctive relief and, if so, the nature of
- 34 such relief.

76. Defendant has acted or refused to act on grounds generally applicable to the putative Class, thereby making final injunctive relief appropriate concerning the putative Class as a whole. In particular, Defendant manufactured, marketed,

1 advertised, distributed, and sold the Products that are deceptively misrepresented by
2 omission as being safe under normal use when they are not.

3 77. **Typicality.** Plaintiff’s claims are typical of those of the absent Class
4 Members in that Plaintiff, and the Class Members each purchased and used the
5 Products, and each sustained damages arising from Defendant’s wrongful conduct,
6 as alleged more fully herein. Plaintiff shares the aforementioned facts and legal
7 claims or questions with putative members of the Classes. Plaintiff and all members
8 of the putative Class have been similarly affected by Defendant’s common course of
9 conduct alleged herein. Plaintiff and all members of the putative Class sustained
10 monetary and economic injuries including, but not limited to, ascertainable loss
11 arising out of Defendant’s deceptive omissions regarding the Products being safe
12 under normal use when they are not.

13 78. **Adequacy.** Plaintiff will fairly and adequately represent and protect
14 the interests of the members of the putative Classes. Plaintiff has retained counsel
15 with substantial experience in handling complex class action litigation, including
16 complex questions that arise in this type of consumer protection litigation. Further,
17 Plaintiff and his counsel are committed to the vigorous prosecution of this action.
18 Plaintiff has no conflicts of interest or interests adverse to those of putative Classes.

19 79. **Insufficiency of Separate Actions.** Absent a class action, Plaintiff
20 and members of the Class will continue to suffer the harm described herein, for which
21 they would have no remedy. Even if individual consumers could bring separate
22 actions, the resulting multiplicity of lawsuits would cause undue burden and expense
23 for both the Court and the litigants, as well as create a risk of inconsistent rulings and
24 adjudications that might be dispositive of the interests of similarly situated
25 consumers, substantially impeding their ability to protect their interests, while
26 establishing incompatible standards of conduct for Defendant.

27 80. **Injunctive Relief.** Defendant has acted or refused to act on grounds
28 generally applicable to Plaintiff and all Members of the Class, thereby making

1 appropriate final injunctive relief, as described below, concerning the members of
2 the Class as a whole.

3 81. **Superiority.** A class action is superior to any other available methods
4 for the fair and efficient adjudication of the present controversy for at least the
5 following reasons:

- 6 a. The damages suffered by each individual member of the putative
7 Class do not justify the burden and expense of individual
8 prosecution of the complex and extensive litigation necessitated by
9 Defendant's conduct;
- 10 b. Even if individual members of the Class had the resources to pursue
11 individual litigation, it would be unduly burdensome to the courts
12 in which the individual litigation would proceed;
- 13 c. The claims presented in this case predominate over any questions
14 of law or fact affecting individual members of the Class;
- 15 d. Individual joinder of all members of the Class is impracticable;
- 16 e. Absent a class action, Plaintiff and members of the putative Class
17 will continue to suffer harm as a result of Defendant's unlawful
18 conduct; and
- 19 f. This action presents no difficulty that would impede its
20 management by the Court as a class action, which is the best
21 available means by which Plaintiff and members of the putative
22 Class can seek redress for the harm caused by Defendant.

23 82. In the alternative, the Class may be certified for the following reasons:

- 24 a. The prosecution of separate actions by individual members of the
25 Class would create a risk of inconsistent or varying adjudication
26 concerning individual members of the Class, which would establish
27 incompatible standards of conduct for Defendant;
- 28 b. Adjudications of claims of the individual members of the Class
 against Defendant would, as a practical matter, be dispositive of the
 interests of other members of the putative Class who are not parties
 to the adjudication and may substantially impair or impede the

1 ability of other putative Class Members to protect their interests;
2 and

- 3 c. Defendant has acted or refused to act on grounds generally
4 applicable to the members of the putative Class, thereby making
5 appropriate final and injunctive relief concerning the putative
6 Classes as a whole.

7 **INADEQUACY OF LEGAL REMEDIES**

8 83. In the alternative to those claims seeking remedies at law, Plaintiff and
9 class members allege that no plain, adequate, and complete remedy exists at law to
10 address Defendant's unlawful and unfair business practices. The legal remedies
11 available to Plaintiff are inadequate because they are not "equally prompt and certain
12 and in other ways efficient" as equitable relief. *American Life Ins. Co. v. Stewart*, 300
13 U.S. 203, 214 (1937); *see also United States v. Bluit*, 815 F. Supp. 1314, 1317 (N.D.
14 Cal. Oct. 6, 1992) ("The mere existence' of a possible legal remedy is not sufficient
15 to warrant denial of equitable relief."); *Quist v. Empire Water Co.*, 2014 Cal. 646, 643
16 (1928) ("The mere fact that there may be a remedy at law does not oust the jurisdiction
17 of a court of equity. To have this effect, the remedy must also be speedy, adequate,
18 and efficacious to the end in view ... It must reach the whole mischief and secure the
19 whole right of the party in a perfect manner at the present time and not in the future.").

20 84. Additionally, unlike damages, the Court's discretion in fashioning
21 equitable relief is very broad and can be awarded when the entitlement to damages
22 may prove difficult. *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal.4th 163,
23 177-180 (2000) (restitution under the UCL can be awarded "even absent
24 individualized proof that the claimant lacked knowledge of the overcharge when the
25 transaction occurred.").

26 85. Thus, restitution would allow recovery even when normal consideration
27 associated with damages would not. *See, e.g., Fladeboe v. Am. Isuzu Motors Inc.*, 150
28 Cal. App. 4th 42, 68 (2007) (noting that restitution is available even when damages

1 are unavailable). Furthermore, the standard and necessary elements for a violation of
2 the UCL “unfair” prong and for quasi-contract/unjust enrichment are different from
3 the standard that governs a legal claim.

4
5 **CLAIMS FOR RELIEF**

6 **COUNT I**

7 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

8 **Cal. Commercial Code § 2314**
9 **(On Behalf of the California Class)**

10 86. Plaintiff re-alleges and incorporates by reference the preceding
11 allegations as though set forth fully herein.

12 87. Defendant manufactured and distributed Products for sale to Plaintiff and
13 Class members.

14 88. Defendant impliedly warranted to Plaintiff and Class members that their
15 Products were free of defects and were merchantable and fit for their ordinary purpose
16 for which such goods are used.

17 89. As alleged herein, Defendant breached the implied warranty of
18 merchantability because the Products suffer from a safety defect. The safety defect
19 also affects the Products’ central functional. The Products are, therefore, defective,
20 unmerchantable, and unfit for their ordinary, intended purpose.

21 90. Due to the safety defect, Plaintiff and Class members cannot operate
22 their Products as intended, substantially free from defects. The Products do not
23 provide safe and reliable trimming of vegetation and pose a serious risk of injury,
24 including deep lacerations to the body and face. As a result, Plaintiff and Class
25 members cannot use their Products for the purposes for which they purchased them.

26 91. Privity of contract is not required here because Plaintiff and Class
27 members were each intended third-party beneficiaries of the Products sold through
28 independent retailers. The retailers were not intended to be the ultimate consumers of

1 the Products and have no rights under the implied warranty provided with the
2 Products.

3 92. Plaintiff and Class members were the intended third-party beneficiaries
4 of contracts between Defendant and its third-party retailers, and specifically, of
5 Defendant’s implied warranties. The retailers were not intended to be the ultimate
6 consumers of the devices and have no rights under the warranty agreements; the
7 warranty agreements were designed for and intended to benefit the consumers only.

8 93. Plaintiff did not receive or otherwise have the opportunity to review, at
9 or before the time of sale, any purported warranty exclusions and limitations of
10 remedies. Accordingly, any such exclusions and limitations of remedies are
11 unconscionable and unenforceable. As a direct and proximate result of the breach of
12 implied warranty of merchantability, Plaintiff and Class members have been injured
13 in an amount to be proven at trial.

14
15 **COUNT II**
16 **VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT -**
17 **BREACH OF IMPLIED WARRANTY**
18 **Cal. Civ. Code §§ 1791.1 & 1792**
19 **(On Behalf of the California Class)**

20 94. Plaintiff re-alleges and incorporates by reference the preceding
21 allegations as though set forth fully herein.

22 95. Plaintiff brings this claim on behalf of himself and behalf of the
23 California Class against Defendant.

24 96. Plaintiff and Class members who purchased the Products in California
25 are “buyers” within the meaning of Cal. Civ. Code § 1791(b).

26 97. The Products are “consumer goods” within the meaning of Cal. Civ.
27 Code § 1791(a).

28 98. Defendant is a “manufacturer” of the Products within the meaning of
Cal. Civ. Code § 1791(j).

1 99. Defendant impliedly warranted to Plaintiff and Class Members that the
2 Products were “merchantable” within the meaning of Cal. Civ. Code §§ 1791.1 &
3 1792.

4 100. However, the Products do not have the quality that a reasonable
5 purchaser would expect.

6 101. Cal. Civ. Code § 1791.1(a) states: “Implied warranty of merchantability”
7 or “implied warranty that goods are merchantable” means that the consumer goods
8 meet each of the following: “(1) pass without objection in the trade under the contract
9 description; (2) are fit for the ordinary purposes for which such goods are used; ...
10 [and] (4) conform to the promises or affirmations of fact made on the container or
11 label.”

12 102. The Products would not pass without objection in the trade because of
13 the safety defect alleged herein. As explained above, the Products have a dangerously
14 defective auto feeding spool and sensor, posing a significant safety hazard for
15 consumers. As a result of the defect, too much spool can be advanced, and pieces of
16 trimmer string can come loose during use and become airborne projectiles, posing a
17 laceration hazard to users as well as bystanders. Such a design defect is extraordinarily
18 dangerous and has rendered the Products unsuitable for their principal and intended
19 purpose.

20 103. For the same reasons, the Products are not fit for the ordinary purpose
21 they are used—trimming—because of the safety defect as alleged herein.

22 104. The safety defect in the Products is latent. Though the Products appear
23 operable when new, the safety defect existed at the time of sale and throughout the
24 one year under the Song-Beverly Act. Accordingly, any subsequent discovery of the
25 safety defect by Class members beyond that time does not bar an implied warranty
26 claim under the Song-Beverly Act.

27 105. Further, despite due diligence, Plaintiff and Class members could not
28 have discovered the safety defect before the manifestation of its symptoms in the form

1 of physical injury and projectile trimmer string. Those Class members whose claims
2 would have otherwise expired allege that the discovery rule and doctrine of fraudulent
3 concealment tolls them.

4 106. Defendant breached the implied warranty of merchantability by
5 manufacturing and selling Products containing the safety defect. The existence of the
6 defect has caused Plaintiff and the other Class members not to receive the benefit of
7 their bargain and have caused Products to depreciate.

8 107. As a direct and proximate result of Defendant's breach of the implied
9 warranty of merchantability, Plaintiff and the other Class members received goods
10 whose defective condition substantially impairs their value to Plaintiff and the other
11 California members. Plaintiff and the other California Class members have been
12 damaged as a result of the diminished value of the Products.

13 108. Plaintiff and the other California Class members are entitled to damages
14 and other legal and equitable relief, including, at their election, the purchase price of
15 their Products or the overpayment or diminution in value of their Products.

16 109. Pursuant to Cal. Civ. Code § 1794, Plaintiff and the other Class members
17 are entitled to costs and attorneys' fees.

18
19 **COUNT III**
20 **Violation of California's Unfair Competition Law**
21 **Cal. Bus. & Prof. Code § 17200 et seq. ("UCL")**
22 **(On Behalf of the California Class)**

23 110. Plaintiff re-alleges and incorporates by reference the preceding
24 allegations as though set forth fully herein.

25 111. The UCL prohibits any "unlawful, unfair or fraudulent business act or
26 practice." Cal. Bus. & Prof. Code § 17200.

27 112. Defendant's acts and omissions as alleged herein constitute business
28 acts and practices.

1 113. Unlawful: The acts alleged herein are “unlawful” under the UCL in
2 that they violate at least the following laws:

- 3 a. The Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 et
4 seq.;
- 5 b. Implied warranty of merchantability under the Commercial Code
6 and Song-Beverly Act.

7 114. Unfair: Defendant’s conduct concerning the labeling, advertising, and
8 sale of the Products was “unfair” because Defendant’s conduct was immoral,
9 unethical, unscrupulous, or substantially injurious to consumers and the utility of
10 their conduct, if any, does not outweigh the gravity of the harm to their victims.
11 Distributing materially unsafe string trimmers has no public utility at all.

12 115. Any countervailing benefits to consumers or competition did not
13 outweigh this injury. Selling products unsafe and unfit for their intended purposes
14 only injures healthy competition and harms consumers. Defendant also minimizes
15 the scope of the defect despite knowing the Products are unreasonably dangerous,
16 made repairs and replacements during the warranty period that caused instances of
17 failure and unbeknownst to consumers did not provide a permanent fix, and
18 knowingly sold defective products in hopes of forcing consumers to purchase
19 replacement products.

20 116. Defendant’s conduct concerning the labeling, advertising, and sale of
21 the Products was and is also unfair because it violates public policy as declared by
22 specific constitutional, statutory, or regulatory provisions, including but not limited
23 to the applicable sections of the Consumers Legal Remedies Act and the Song-
24 Beverly Consumer Warranty Act.

25 117. Fraudulent: A statement or practice is “fraudulent” under the UCL if it
26 is likely to mislead or deceive the public, applying an objective reasonable consumer
27 test.

28 118. As set forth herein, Defendant engaged in deceptive acts by knowingly

1 omitting from Plaintiff and Class members that the Products suffer from the safety
2 defect (and the costs, risks, and diminished value of the Products as a result).
3 Defendant knew that the Products were defectively designed, posed an unreasonable
4 safety risk, and unsuitable for their intended use.

5 119. Defendant was under a duty to Plaintiff and the Class members to
6 disclose the defective nature of the Products because:

- 7 a. Defendant was in a superior position to know the true state of facts
8 about the defect and associated repair costs;
- 9 b. Plaintiff and the Class members could not reasonably have been
10 expected to learn or discover that the Products had a safety defect
11 before purchase;
- 12 c. Defendant knew that Plaintiff and Class members could not
13 reasonably have been expected to learn or discover the defect and
14 the associated repair costs;
- 15 d. Defendant made partial representations regarding the attributes and
16 benefits of the Products on packaging and labeling while
17 deceptively omitting the existence of the defect; and
- 18 e. Defendant actively concealed the defect and the associated repair
19 costs by responding to negative reviews without disclosing the
20 defect, asserting that the Products were not defective, and replacing
21 defectively designed Products with identical defectively designed
22 Products.

23 120. Defendant could have and should have prominently disclosed the
24 defect on the product listings on its website, on product packaging, and to third-party
25 retailers. Had Defendant disclosed the defect in this manner, Plaintiff and reasonable
26 consumers would have been aware of it.

27 121. The facts concealed or not disclosed by Defendant to Plaintiff and
28 Class members are material in that a reasonable consumer would have considered

1 them important in deciding whether to purchase Defendant’s Products or pay a lesser
2 price. Had Plaintiff and the Class known about the defective nature of the Products,
3 they would not have purchased them or paid less for them.

4 122. Defendant profited from selling the falsely, deceptively, and
5 unlawfully advertised Products to unwary purchasers.

6 123. Plaintiff and Class Members will likely continue to be damaged by
7 Defendant’s deceptive trade practices because Defendant continues disseminating
8 misleading information on the Products’ packaging and online retail listings. Thus,
9 injunctive relief enjoining Defendant’s deceptive practices is proper.

10 124. Defendant’s conduct caused and continues to cause substantial injury
11 to Plaintiff and the other Class members. Plaintiff has suffered injury in fact as a
12 result of Defendant’s unlawful conduct.

13 125. Under Bus. & Prof. Code § 17203, Plaintiff seeks an order requiring
14 that Defendant correct its misleading labeling and commence a corrective advertising
15 campaign.

16 126. Plaintiff and the Class also seek an order for and restitution of all
17 monies from the sale of the Products, which were unjustly acquired through acts of
18 unlawful competition.

19
20 **COUNT IV**

21 **Violation of California’s Consumer Legal Remedies Act**
22 **Cal. Civ. Code § 1750 et seq. (“CLRA”)**
23 **(On Behalf of the California Class)**

24 127. Plaintiff repeats and realleges the preceding allegations as if fully set
25 forth herein.

26 128. The CLRA prohibits deceptive practices concerning the conduct of a
27 business that provides goods, property, or services primarily for personal, family, or
28 household purposes.

1 129. Defendant’s omissions were designed to, and did, induce the purchase
2 and use of the Products for personal, family, or household purposes by Plaintiff and
3 Class Members, and violated and continue to violate the following sections of the
4 CLRA:

- 5 a. § 1770(a)(5): representing that goods have characteristics, uses,
6 or benefits that they do not have;
- 7 b. § 1770(a)(7): representing that goods are of a particular standard,
8 quality, or grade if they are of another;
- 9 c. § 1770(a)(9): advertising goods with intent not to sell them as
10 advertised; and
- 11 d. § 1770(a)(16): representing the subject of a transaction has been
12 supplied in accordance with a previous representation when it has
13 not.

14 130. As set forth herein, Defendant engaged in deceptive acts by knowingly
15 omitting from Plaintiff and Class members that the Products suffer from the safety
16 defect (and the costs, risks, and diminished value of the Products as a result).
17 Defendant knew that the Products were defectively designed, posed an unreasonable
18 safety risk, and unsuitable for their intended use.

19 131. Defendant was under a duty to Plaintiff and the Class members to
20 disclose the defective nature of the Products because:

- 21 a. Defendant was in a superior position to know the true state of facts
22 about the defect and associated repair costs;
- 23 b. Plaintiff and the Class members could not reasonably have been
24 expected to learn or discover that the Products had a safety defect
25 before purchase;
- 26 c. Defendant knew that Plaintiff and Class members could not
27 reasonably have been expected to learn or discover the defect and
28 the associated repair costs;

1 d. Defendant made partial representations regarding the attributes and
2 benefits of the Products on packaging and labeling while
3 deceptively omitting the existence of the defect; and

4 e. Defendant actively concealed the defect and the associated repair
5 costs by responding to negative reviews without disclosing the
6 defect, asserting that the Products were not defective, and replacing
7 defectively designed Products with identical defectively designed
8 Products.

9 132. Defendant could have and should have prominently disclosed the
10 defect on the product listings on its website, on product packaging, and to third-party
11 retailers. Had Defendant disclosed the defect in this manner, Plaintiff and reasonable
12 consumers would have been aware of it.

13 133. The facts concealed or not disclosed by Defendant to Plaintiff and
14 Class members are material in that a reasonable consumer would have considered
15 them important in deciding whether to purchase Defendant's Products or pay a lesser
16 price. Had Plaintiff and the Class known about the defective nature of the Products,
17 they would not have purchased them or paid less for them.

18 134. Defendant profited from selling the falsely, deceptively, and
19 unlawfully advertised Products to unwary purchasers.

20 135. Plaintiff and Class Members will likely continue to be damaged by
21 Defendant's deceptive trade practices because Defendant continues disseminating
22 misleading information on the Products' packaging and online retail listings. Thus,
23 injunctive relief enjoining Defendant's deceptive practices is proper.

24 136. Defendant's conduct caused and continues to cause substantial injury
25 to Plaintiff and the other Class members. Plaintiff has suffered injury in fact as a
26 result of Defendant's unlawful conduct.

27 137. On August 20, 2023, a CLRA demand letter was sent to Defendant
28 pursuant to Cal. Civ. Code § 1782. This letter provided notice of Defendant's

1 violation of the CLRA and demanded that Defendant correct the unlawful and
2 deceptive practices alleged herein. Defendant did not offer any remedy to Plaintiff
3 and each Class member. Accordingly, Plaintiff seeks all monetary relief available
4 under the CLRA.

5 138. Pursuant to California Civil Code § 1780, Plaintiff also seeks money
6 damages, injunctive relief, reasonable attorney fees and costs, punitive damages, and
7 any other relief the Court deems proper.

8
9 **COUNT V**
10 **Unjust Enrichment/Quasi-Contract**
11 **(On Behalf of the California Class)**

12 139. Plaintiff repeats and realleges the allegations in the preceding
13 paragraphs as if fully set forth herein.

14 140. Plaintiff and putative Class members conferred a benefit on Defendant
15 when they purchased the Products.

16 141. Defendant knew or should have known that the payments rendered by
17 Plaintiff and the Class were given with the expectation that the Products would have
18 the qualities, characteristics, and suitability for use represented and warranted by
19 Defendant. As such, it would be inequitable for Defendant to retain the benefit of the
20 payments under these circumstances.

21 142. By its wrongful acts and omissions described herein, including selling
22 the Products which contain the safety defect described in detail above and did not
23 otherwise perform as represented and for the particular purpose for which they were
24 intended, Defendant was unjustly enriched at the expense of Plaintiff and putative
25 Class members.

26 143. Plaintiff's detriment and Defendant's enrichment were related to and
27 flowed from the wrongful conduct challenged in this Complaint.

28 144. Defendant has profited from its unlawful, unfair, misleading, and

1 deceptive practices at the expense of Plaintiff and putative Class members when it
2 would be unjust for Defendant to be permitted to retain the benefit. It would be
3 inequitable for Defendant to retain the profits, benefits, and other compensation
4 obtained from its wrongful conduct described herein in connection with selling the
5 Products.

6 145. Defendant has been unjustly enriched in retaining the revenues derived
7 from Class members' purchases of the Products, which retention of such revenues
8 under these circumstances is unjust and inequitable because Defendant manufactured
9 the defective Products, and Defendant misrepresented by omission the nature of the
10 Products and knowingly marketed and promoted dangerous and defective Products,
11 which caused injuries to Plaintiff and the Class because they would not have
12 purchased the Products based on the exact representations if the true facts concerning
13 the Products had been known.

14 146. Plaintiff and putative Class members are entitled to recover from
15 Defendant all amounts wrongfully collected and improperly retained by Defendant.

16 147. As a direct and proximate result of Defendant's wrongful conduct and
17 unjust enrichment, Plaintiff and putative Class members are entitled to restitution of,
18 disgorgement of, and/or imposition of a constructive trust upon all profits, benefits,
19 and other compensation obtained by Defendant for their inequitable and unlawful
20 conduct.

21
22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff, individually and on behalf of all others similarly
24 situated members of the Classes, prays for relief and judgment, including entry of
25 an order:

- 26 A. Declaring that this action is properly maintained as a class action, certifying
27 the proposed Class(es), appointing Plaintiff as Class Representative, and
28 appointing Plaintiff's counsel as Class Counsel;

- 1 B. Directing that Defendant bear the costs of any notice sent to the Class(es);
- 2 C. Declaring that Defendant must disgorge, for the benefit of the Class(es), all or
- 3 part of the ill-gotten profits they received from the sale of the Products or
- 4 order Defendant to make full restitution to Plaintiff and the members of the
- 5 Class(es).
- 6 D. Awarding money damages;
- 7 E. Awarding restitution and other appropriate equitable relief;
- 8 F. Granting an injunction against Defendant to enjoin it from conducting its
- 9 business through the unlawful, unfair, and fraudulent acts or practices set forth
- 10 herein;
- 11 G. Granting an Order requiring Defendant to fully and adequately disclose the
- 12 safety risks associated with the Products to anyone who may still be at risk of
- 13 buying and using the Products;
- 14 H. Ordering a jury trial and damages according to proof;
- 15 I. Enjoining Defendant from continuing to engage in the unlawful and unfair
- 16 business acts and practices as alleged herein;
- 17 J. Awarding attorneys' fees and litigation costs to Plaintiff and members of the
- 18 Class(es);
- 19 K. Awarding prejudgment interest, and punitive damages as permitted by law;
- 20 and
- 21 L. Ordering such other and further relief as the Court deems just and proper.

22 **JURY DEMAND**

23 Plaintiff demands a trial by jury of all claims in this Complaint so triable.

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1 Dated: October 5, 2023

Respectfully submitted,

2 /s/ Alexander E. Wolf

Alexander E. Wolf (SBN 299775)

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