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22-March-2009

President
Smithson Industries, Inc.
200 Crown Colony Park
Quincy, MA 02170

Dear Sir/Madam:

This is a written demand for relief pursuant to the Massachusetts Consumer Protection Act, G.L. c. 93A, §§ 2, 3, and 9. The claimant is Norman Abraham who resides at 33 Ridge Street, North Andover, MA 01845. Norman Abraham was injured by the unfair and deceptive acts or practices of Smithson Industries, Inc. as described below.

Norman Abraham's cause of action arises from Smithson Industries' manufacture, distribution and sale of the Workman 2000 Skill Saw (the "Saw"). On or about January 23, 2007, the Plaintiff was cutting a door with the Saw as it was intended to be used. Plaintiff turned the Saw off and pulled it away from the door. The Plaintiff then turned back to the Saw whereupon his hand came into contact with the blade, which was still spinning several seconds after the Plaintiff had turned it off. All fingers of the Plaintiff's left, non-dominant hand were severely lacerated, and his ring finger was completely severed. The reattachment was ultimately unsuccessful and the ring finger was eventually surgically amputated. The Plaintiff now has limited use of the other injured fingers. Plaintiff has suffered surgical amputation of his ring finger and has limited use of the other injured fingers causing great pain of body and mind, incurred substantial medical expenses, and has suffered impairment to his earning capacity.

It was the duty of Smithson Industries to use and exercise due care in the manufacture, fabrication, testing, inspection, production, marketing, distribution and sale of its products. It was also the duty of Smithson Industries to provide detailed and adequate warnings concerning any and all dangers, characteristics, and potentialities of its products. It was the continuing duty of Smithson Industries to advise and warn purchasers, users, and consumers of all dangers and defects discovered subsequent to its initial marketing or sale of its products. Smithson Industries breached these duties by manufacturing and selling a defective product and failing to warn purchasers and users of the product's dangerous propensities, of which it knew or should have known.

Smithson Industries expressly and impliedly warranted that the Saw was merchantable, safe, and fit for ordinary use. Smithson Industries breached these warranties by selling a Saw that was not merchantable, safe, or fit for ordinary use.

The acts, omissions, and breaches of warranty described herein constitute deceptive acts or practices within the meaning of G.L. c. 93A, §§ 2, 3, and 9, 940 C.M.R. 3.05(1) and 940 C.M.R. 3.16(1) and (2). Moreover, certain of the acts, omissions, and breaches of the warranty described herein were willfully and knowingly caused to be made.

As a result of these unfair and deceptive acts or practices, Norman Abraham has sustained the injuries and damages described above. Demand is hereby made upon Smithson Industries, Inc. that it pay to Norman Abraham the amount to compensate for the damages outlined above. You have thirty days under G.L. c. 93A to respond to this demand. Unless you tender a reasonable offer of settlement within thirty days from the date of this letter, Norman Abraham will seek damages against Smithson Industries, Inc. under G.L. c. 93A, including attorney's fees and costs. In addition, please be advised that as a result of Smithson Industries, Inc. knowing and willful conduct, Norman Abraham may be awarded at least two times their actual damages, up to a maximum recovery of three times their actual damages. They will seek this recovery against you as well if you fail to tender a good faith offer of settlement within thirty days.

Very truly yours,
Attorney for the Plaintiff,

Patrick Hoey

COMMONWEALTH OF MASSACHUSETTS

ESSEX,ss.

ESSEX SUPERIOR COURT
Civil Action No.: 3333

Norman Abraham,)
Plaintiff,)
V.)
Smithson Industries, Inc.)
Defendant,)

COMPLAINT

I. PARTIES

1. The plaintiff, Norman Abraham (“Plaintiff”), is a natural person residing at 33 Ridge Street, North Andover, Essex County, Massachusetts.
2. The defendant, Bostonian Masonry (“Defendant”), is a corporation dually organized under laws of the Commonwealth of Massachusetts whose principal place of business is located at 200 Crown Colony Park, Quincy, Middlesex County, Massachusetts, is the manufacturer and distributor of the Workman 2000 Skill Saw (the “Saw”).

II. FACTS COMMON TO ALL COUNTS

3. Plaintiff hereby restates and reavers paragraphs 1 through 2 above as if specified specifically therein.
4. On or about January 23, 2007, the Plaintiff was cutting a door with the Saw as it was intended to be used.
5. Plaintiff turned the Saw off and pulled it away from the door.
6. The Plaintiff then turned back to the Saw whereupon his hand came into contract with the blade, which was still spinning several seconds after the Plaintiff had turned it off.
7. All fingers of the Plaintiff’s left, non-dominant hand were severely lacerated, and his ring finger was completely severed.
8. The reattachment was ultimately unsuccessful and the ring finger was eventually surgically amputated.
9. The Plaintiff now has limited use of the other injured fingers.

**COUNT I
BREACH OF WARRANTY**

10. Plaintiff hereby restates and reavers paragraphs 1 through 9 above as if specified specifically therein.
11. The Defendant negligently designed and manufactured the Saw by not incorporating a brake safety feature, and failed to warn the users of the foreseeable risks associated with its use.
12. By selling such a negligently designed and manufactured product, the Defendant has breached the implied warranty of merchantability and fitness for a particular purpose.
13. As a direct and proximate result of Defendant's breach of warranty, Plaintiff has suffered surgical amputation of his ring finger and has limited use of the other injured fingers causing great pain of body and mind, incurred substantial medical expenses, and has suffered impairment to his earning capacity.

**COUNT II
NEGLIGENCE**

14. Plaintiff hereby restates and reavers paragraphs 1 through 13 above as if specified specifically therein.
15. Defendant negligently designed, developed, assembled, manufactured, inspected, tested, marketed, advertised, sold and distributed the Saw.
16. Defendant had previous knowledge of a brake safety feature for the Saw which would have severely limited the possibility that the Saw would have harmed Plaintiff.
17. Defendant negligently failed to warn or instruct Plaintiff and other users of the product of its dangerous and defective characteristics due to the inadequate size and placement of the warnings on the bottom of the Saw's fence plate.
18. Defendant negligently failed to warn or instruct Plaintiff and other users of the product of its dangerous and defective characteristics because the warning did not state that the blade would continue to spin after power to the Saw was shut off.
19. Defendant negligently failed to warn or instruct Plaintiff and other users of the safe and proper method of using said product.
20. The Defendant's negligence was the legal cause of Plaintiff's injuries.
21. As a direct and proximate result of the Defendant's negligence, Plaintiff suffered surgical amputation of his ring finger and has limited use of the other injured fingers causing great pain of body and mind, incurred substantial medical expenses, and has

suffered impairment to his earning capacity.

**COUNT III
STRICT LIABILITY**

22. Plaintiff hereby restates and reavers paragraphs 1 through 21 above as if specified specifically therein.
23. At all times relevant to this action, Defendant designed, manufactured, assembled, advertised, sold, distributed, and otherwise placed the Saw in question into the stream of commerce with reasonable foreseeability that this product would be sold, purchased, and used in the Commonwealth of Massachusetts.
24. The Saw in question was defective when placed in the stream of commerce since it was unreasonably dangerous and defective for its intended use, which condition includes, but is not limited to, absence of adequate warnings and misleading advertising due to the inadequate size and placement of the warnings on the bottom of the Saw's fence plate.
25. The Saw in question was defective when placed in the stream of commerce since it was unreasonably dangerous and defective for its intended use, which condition includes, but is not limited to, absence of adequate warnings and misleading advertising because the warning did not state that the blade would continue to spin after power to the Saw was shut off.
26. The Saw in question was defective when placed in the stream of commerce since it was unreasonably dangerous and defective for its intended use, which condition includes, but is not limited to, defective design, defective manufacture and defective materials.
27. Defendant had previous knowledge of a brake safety feature for the Saw which would have severely limited the possibility that the Saw would have harmed Plaintiff.
28. Plaintiff was unaware of any defects in the saw.
29. The condition of the saw remained substantially unchanged from the time of sale to the time of Plaintiff's injury.
30. As a direct and proximate result of the defective Saw, Plaintiff suffered surgical amputation of his ring finger and has limited use of the other injured fingers causing great pain of body and mind, incurred substantial medical expenses, and has suffered impairment to his earning capacity.

JURY DEMAND

Plaintiff reserves the right to trial by jury.

PRAYER

WHEREFORE, the plaintiff, Norman Abraham, demands judgment against the defendant Bostonian Masonry as follows:

1. for compensation for injuries caused by the defendant as described above;
2. for treble damages as provided by Massachusetts General Laws Chapter 93A, §9(3)
3. for attorneys' fees, interest, and costs.

Attorney for the Plaintiff,

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