

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION**

JUSTIN BRANDENBURG,

Plaintiff,

Case No.:

v.

HARBOR FREIGHT TOOLS USA, INC.,

Defendant.

Adam J. Kress
Kenneth W. Pearson (MN ID #016088X)
Application for admission to be filed
JOHNSON BECKER, PLLC
Attorneys for Plaintiff
444 Cedar Street, Suite 1800
St. Paul, MN 55101
(612) 436-1800
akress@johnsonbecker.com
kpearson@johnsonbecker.com

PLAINTIFF’S COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff **JUSTIN BRANDENBURG** (“Plaintiff” or “Justin”), by and through his undersigned counsel, **JOHNSON BECKER, PLLC**, files this Complaint for the negligence, strict products liability, and breach of express and implied warranties of the above-captioned Defendant **HARBOR FREIGHT TOOLS USA, INC.** (“Defendant Harbor Freight” or “Harbor Freight”) and in support thereof, Plaintiff avers as follows:

NATURE OF THE CASE

1. Defendant Harbor Freight operates roughly 1000 stores in at least 48 states, including Michigan, that sell tools, including the 3-ton jack stands, item number P38846 (hereafter referred to as the “subject jack stand(s)”) at issue in this case.
2. On or about March 31, 2021, Justin was using the subject jack stand at a lift point near the front driver’s side door of his 2006 Dodge Ram 1500 pickup truck. While under the front bumper of his pickup truck, the subject jack stand gave way without warning and toppled over, dropping the truck’s front end on him. As a result, Justin sustained, *inter alia*, blunt trauma to his abdomen; blunt trauma to his chest; closed fractures of multiple ribs on the right side; a flail chest; elevated liver enzymes; hematoma of the right kidney; renal contusion (right); and a traumatic pneumothorax (collapsed lung).
3. Defendant Harbor Freight manufactured these jack stands, including the subject jack stands, with a defect that made them inherently dangerous.
4. Specifically, the subject jack stands suffer from a defective weld. Here, the defective weld failed on the jack stand, which caused the leg to deform and the jack stand to fall, dropping the pickup onto Justin’s chest.



Subject jack stand labeling and leg deformation

5. Plaintiff brings this case as a direct and proximate result of the negligence, strict products liability, and breach of express and implied warranties of Defendant Harbor Freight.

THE PARTIES

6. Plaintiff Justin Brandenburg is a resident and citizen of the City of Gladstone, County of Delta, State of Michigan and is 43 years old.

7. After graduating from high school, Justin went on to obtain his Associate's degree and later his Bachelor's degree in Automotive and Heavy Equipment Management from Ferris State University in Big Rapids, Michigan. He worked in automotive collision repairs for almost 20 years. Justin became certified in several automotive service areas, including structural, refinishing, and non-structural.

8. Defendant Harbor Freight is a corporation existing under the laws of Delaware with its principal place of business located at 26565 Agoura Road in Calabasas, California 91302. Defendant Harbor Freight is a corporate citizen of Delaware and California. Defendant Harbor Freight is registered to do business in this state with the Michigan Secretary of State's Office, and its registered agent for service of process is Corporate Creations Network Inc., 28175 Haggerty Road, Novi, MI 48377.

JURISDICTION AND VENUE

9. Defendant Harbor Freight advertises and sells goods in the State of Michigan and has advertised and sold the type of jack stands at issue in in this matter in the State of Michigan.

10. Defendant Harbor Freight derived substantial revenue from goods and products sold and used in the State of Michigan, including the subject jack stands.

11. Defendant Harbor Freight expected or should have expected its acts to have consequences within the State of Michigan and derived substantial revenue from interstate commerce related to the subject jack stands.

12. Defendant Harbor Freight regularly and persistently engaged in the business of marketing, distributing, and/or selling these jack stands for use by consumers, including those within the State of Michigan.

13. Defendant Harbor Freight is authorized to do business in the State of Michigan and derives substantial income from doing business in this state.

14. Defendant Harbor Freight purposefully availed itself of the privilege of conducting activities within the State of Michigan, thus invoking the benefits and protections of its laws.

15. At all times relevant herein, Defendant Harbor Freight conducted substantial business in Michigan and purposely availed itself of the privilege of doing business in Michigan by knowingly marketing, distributing, selling and shipping products, including the subject jack stands, into Michigan for sale to consumers in this state. Further, this action arises from a tort committed in whole or in part within Michigan, relates to Defendant Harbor Freight's regular and persistent manufacture, supply and sale of these jack stands, and resulted in injuries in Michigan. Therefore, personal jurisdiction is proper as to Defendant Harbor Freight.

16. Jurisdiction over Defendant Harbor Freight is also proper under the due process provisions of the Michigan and United States constitutions. *See, e.g., Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, 141 S. Ct. 1017 (2021).

17. This Court has subject matter jurisdiction over this case pursuant to diversity jurisdiction prescribed by 28 U.S.C. § 1332 because the matter in controversy exceeds the sum or value of

\$75,000, exclusive of interest and costs, and there is complete diversity of citizenship between the parties.

18. Venue of this action properly lies in the Western District of Michigan, pursuant to 28 U.S.C. § 1391(a), and within the Northern Division, as it is the judicial district and division in which a substantial part of the events or omissions giving rise to the claim occurred, in which Defendant Harbor Freight does business relating to the allegations contained herein, and wherein Plaintiff resides.

OPERATIVE FACTS

19. On or about March 31, 2021, Justin was using the subject jack stand at a lift point near the front driver's side door of his 2006 Dodge Ram 1500 pickup truck. While under the front bumper of his pickup truck, the subject jack stand gave way without warning and toppled over, dropping the truck's front end on him.

20. As a result, Justin sustained, *inter alia*, blunt trauma to his abdomen; blunt trauma to his chest; closed fractures of multiple ribs on the right side; a flail chest; elevated liver enzymes; hematoma of the right kidney; renal contusion (right); and a traumatic pneumothorax (collapsed lung).

21. These jack stands, including the subject jack stand, are unsafe due to inconsistencies in manufacturing caused by defective welding. Specifically:

- a. The gusset welds on the subject jack stand were tack welds³ that were deficient in size, defective in fusion to the base metal, and failed under load;
- b. The gusset welds were incomplete and unsafe;
- c. The jack stands were manufactured with errant/missing gusset welds;
- d. The gusset welds showed evidence of weld non-fusion to the base metal; and

- e. The Gusset weld inspections were not reliably performed at the time of manufacture by competent, trained inspectors.
22. Defendant Harbor Freight knew or should have known about the defective nature of its jack stands; yet failed to disclose this knowledge to hundreds or thousands of consumers, including Justin, which ultimately resulted in his injuries.
23. Consequently, Justin seeks damages resulting from the use of Defendant's defective jack stand as described above, which has caused the Plaintiff to suffer from serious bodily injuries, medical expenses, physical pain, mental anguish, diminished enjoyment of life, and other damages.

CAUSES OF ACTION

COUNT I

COMMON LAW NEGLIGENCE

24. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.
25. At all times material hereto, Defendant Harbor Freight owed Plaintiff a duty of reasonable care in the design, testing, manufacture, packaging, labeling, sale and/or placement into the stream of commerce of its jack stands.
26. Defendant Harbor Freight designed, tested, manufactured, packaged, labeled, sold and/or placed into the stream of commerce the subject jack stand, which was purchased by Plaintiff, in a defective condition unreasonably dangerous to foreseeable users.
27. The jack stands were neither merchantable nor reasonably suited for their intended, anticipated and/or foreseeable uses when they were designed, tested, manufactured, packaged, labeled and sold and/or otherwise placed into the stream of commerce by Defendant Harbor Freight.

28. The jack stands were defective and unreasonably dangerous at the time they left the possession and control of Defendant Harbor Freight and they were expected to, and did, reach Plaintiff in substantially the same condition as they were in at the time they were designed, tested, manufactured, packaged, labeled and sold, and/or otherwise placed into the stream of commerce by Defendant Harbor Freight.

29. At all relevant times, including when the Incident alleged herein occurred, the jack stands were used in a reasonable, intended, anticipated and/or foreseeable manner.

30. Plaintiff neither misused nor materially altered the jack stands at any time.

31. At all times material hereto, Plaintiff exercised due care and was properly handling the jack stands in a reasonable, intended, anticipated and/or foreseeable manner.

32. At all times material hereto, the actions and omissions of Defendant Harbor Freight were negligent, grossly negligent, reckless and/or careless, and Defendant Harbor Freight breached duties owed to Plaintiff by, *inter alia*:

- a. Designing, testing, manufacturing, packaging, labeling and selling the Harbor Freight jack stands, including the subject jack stands, in a defective, unreasonably dangerous condition due to their defective welding. This defective welding made the jack stands inherently dangerous because they can collapse under a load causing danger, injury or death to nearby individuals and damage to property; just as the subject jack stand did in this case.
- b. Designing, testing, manufacturing, packaging, labeling and selling the jack stands, including the subject jack stands, in a condition wherein they did not conform to their intended design or specifications;

- c. Designing, testing, manufacturing, packaging, labeling and selling the jack stands, including the subject jack stands, in a condition wherein they were not suitable for their intended purposes or able to support the loads anticipated while supporting vehicles; and
 - d. In such other particulars as the evidence may show.
33. Defendant Harbor Freight knew or should have known about the defective nature of its jack stands; yet failed to disclose this knowledge to hundreds or thousands of consumers, including Justin, which ultimately resulted in his injuries.
34. By reason of the foregoing, Plaintiff demands judgment against Defendant Harbor Freight for all actual and compensatory damages suffered, together with interest, if applicable, and all costs of this action and for such other and further relief as this Honorable Court and/or jury may deem just and proper.

COUNT II

NEGLIGENCE

Mich. Comp. Laws § 600.2947(6)(a)

35. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.
36. At all times material hereto, Defendant Harbor Freight owed Plaintiff a duty of reasonable care in the design, testing, manufacture, packaging, labeling, sale and/or placement into the stream of commerce of its jack stands.
37. Defendant Harbor Freight designed, tested, manufactured, packaged, labeled, sold and/or placed into the stream of commerce the subject jack stand, which was purchased by Plaintiff, in a defective condition unreasonably dangerous to foreseeable users.

38. The jack stands were defective and unreasonably dangerous at the time they left the possession and control of Defendant Harbor Freight and they were expected to, and did, reach Plaintiff in substantially the same condition as they were in at the time they were designed, tested, manufactured, packaged, labeled and sold, and/or otherwise placed into the stream of commerce by Defendant Harbor Freight.

39. At all relevant times, including when the Incident alleged herein occurred, the jack stands were used in a reasonable, intended, anticipated and/or foreseeable manner.

40. Plaintiff neither misused, nor materially altered the jack stands, at any time.

41. At all times material hereto, Plaintiff exercised due care and was properly handling the jack stands in a reasonable, intended, anticipated and/or foreseeable manner.

42. At all times material hereto, the actions and omissions of Defendant Harbor Freight were negligent, grossly negligent, reckless and/or careless, and Defendant Harbor Freight breached duties owed to Plaintiff by, *inter alia*:

- a. Designing, testing, manufacturing, packaging, labeling and selling the Harbor Freight jack stands, including the subject jack stands, in a defective, unreasonably dangerous condition due to their defective welding. This defective welding made the jack stands inherently dangerous because they can collapse under a load causing danger, injury or death to nearby individuals and damage to property; just as the subject jack stand did in this case.
- b. Designing, testing, manufacturing, packaging, labeling and selling the jack stands, including the subject jack stands, in a condition wherein they did not conform to their intended design or specifications;

- c. Designing, testing, manufacturing, packaging, labeling and selling the jack stands, including the subject jack stands, in a condition wherein they were not suitable for their intended purposes or able to support the loads anticipated while supporting vehicles; and
- d. In such other particulars as the evidence may show.

43. Defendant Harbor Freight knew or should have known about the defective nature of its jack stands; yet failed to disclose this knowledge to hundreds or thousands of consumers, including Justin, which ultimately resulted in his injuries.

44. By reason of the foregoing, Plaintiff demands judgment against Defendant Harbor Freight for all actual and compensatory damages suffered, together with interest, if applicable, and all costs of this action and for such other and further relief as this Honorable Court and/or jury may deem just and proper.

COUNT III

BREACH OF IMPLIED WARRANTIES **Mich. Comp. Laws § 600.2947(6)(a)**

45. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

46. Defendant Harbor Freight designed, tested, manufactured, packaged, labeled, sold and/or placed into the stream of commerce the subject jack stands, which were purchased by Plaintiff.

47. The jack stands were defective and unreasonably dangerous at the time they left the possession and control of Defendant Harbor Freight, and they were expected to reach, and did reach, Plaintiff in substantially the same condition as they were in at the time they were designed, tested, manufactured, packaged, labeled and sold, and/or otherwise placed into the stream of commerce by Defendant Harbor Freight.

48. Defendant Harbor Freight implicitly represented and warranted in its promotional literature, on the product box and in its store that the jack stands, including the subject jack stands, would safely support and hold the weight commensurate with their 3-ton rating, and were therefore safe and free of unreasonably dangerous defects, including weld defects.

49. The failure of the subject jack stands to support the weight that Defendant Harbor Freight represented and warranted they would support breached implied warranties of fitness and merchantability pursuant to Mich. Comp. Laws § 600.2947(6)(a).

50. Plaintiff's injuries were a direct and proximate result of the breach of implied warranties by Defendant Harbor Freight in that the jack stands designed, tested, manufactured, packaged, labeled and sold, and/or otherwise placed into the stream of commerce by Defendant Harbor Freight, failed to hold the weight Defendant Harbor Freight represented and warranted they would hold, failed to properly function, and collapsed.

51. By reason of the foregoing, Plaintiff demands judgment against Defendant Harbor Freight for all actual and compensatory damages suffered, together with interest, if applicable, and all costs of this action and for such other and further relief as this Honorable Court and/or jury may deem just and proper.

COUNT IV

BREACH OF EXPRESS WARRANTIES **Mich. Comp. Laws § 600.2947(6)(b)**

52. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

53. Defendant Harbor Freight designed, tested, manufactured, packaged, labeled, sold and/or placed into the stream of commerce the subject jack stands, which were purchased by Plaintiff.

54. The jack stands were defective and unreasonably dangerous at the time they left the possession and control of Defendant Harbor Freight, and they were expected to reach, and did reach, Plaintiff in substantially the same condition as they were in at the time they were designed, tested, manufactured, packaged, labeled and sold, and/or otherwise placed into the stream of commerce by Defendant Harbor Freight.

55. Defendant Harbor Freight expressly represented and warranted in its promotional literature, on the product box and in its store that the jack stands, including the subject jack stands, would safely support and hold the weight commensurate with their 3-ton rating, and were therefore safe and free of unreasonably dangerous defects, including weld defects.

56. The failure of the subject jack stands to support the weight that Defendant Harbor Freight represented and warranted they would support breached express warranties pursuant to Mich. Comp. Laws § 600.2947(6)(b).

57. Plaintiff's injuries were a direct and proximate result of the breach of express warranties by Defendant Harbor Freight in that the jack stands designed, tested, manufactured, packaged, labeled and sold, and/or otherwise placed into the stream of commerce by Defendant Harbor Freight, failed to hold the weight Defendant Harbor Freight represented and warranted they would hold, failed to properly function, and collapsed.

58. By reason of the foregoing, Plaintiff demands judgment against Defendant Harbor Freight for all actual and compensatory damages suffered, together with interest, if applicable, and all costs of this action and for such other and further relief as this Honorable Court and/or jury may deem just and proper.

INJURIES & DAMAGES

59. As a direct and proximate result of Defendant's negligence and wrongful conduct as described herein, Plaintiff has suffered and will continue to suffer physical and emotional injuries and damages including past, present, and future physical and emotional pain and suffering as a result of the incident. Plaintiff is entitled to recover damages from Defendant Harbor Freight for these injuries in an amount which shall be proven at trial.

60. As a direct and proximate result of Defendant Harbor Freight's negligence and wrongful conduct, as set forth herein, Plaintiff has incurred and will continue to incur the loss of full enjoyment of life and disfigurement as a result of the incident. Plaintiff is entitled to recover damages for loss of the full enjoyment of life and disfigurement from Defendant in an amount to be proven at trial.

61. As a direct and proximate cause of Defendant Harbor Freight's negligence and wrongful conduct, as set forth herein, Plaintiff has incurred medical treatment expenses and will continue to incur expenses for medical care and treatment, as well as other expenses, as a result of the injuries he suffered as a result of the incident. Plaintiff is entitled to recover damages from Defendant Harbor Freight for his past, present and future medical and other expenses in an amount which shall be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendant Harbor Freight as follows:

- A. That Plaintiff has a trial by jury on all of the claims and issues;
- B. That judgment be entered in favor of the Plaintiff and against Defendant Harbor Freight on all of the aforementioned claims and issues;
- C. That Plaintiff recover all damages against Defendant Harbor Freight, general damages and special damages, including economic and non-economic, to

compensate Plaintiff for his injuries and suffering sustained because of the use of Defendant Harbor Freight's defective jack stands;

- D. That Plaintiff be allowed to amend his complaint to include a claim for punitive damages against Defendant Harbor Freight, according to proof;
- E. That all costs be taxed against Defendant Harbor Freight;
- F. That prejudgment and post-judgment interest be awarded to Plaintiff according to proof; and
- G. That this Court award Plaintiff any other relief that it may deem equitable and just, or that may be available under the law of another forum to the extent the law of another forum is applied, including but not limited to all relief prayed for in this Complaint and in the foregoing Prayer for Relief.

Respectfully submitted,

JOHNSON BECKER, PLLC

Dated: July 21, 2023

/s/ Adam John Kress

Adam J. Kress, Esq.

Kenneth W. Pearson, Esq. (MN ID #016088X)

Application for admission to be filed

444 Cedar Street, Suite 1800

Saint Paul, MN 55101

Phone: (612) 436-1800

akress@johnsonbecker.com

kpearson@johnsonbecker.com

Attorneys for Plaintiff Justin Brandenburg