

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

James Rowedder,

Plaintiff,

v.

Primal Vantage Company, Inc., and Dick's
Sporting Goods, Inc., d/b/a Field & Stream,

Defendants.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2022-CP-08-_____

SUMMONS

(Jury Trial Requested)

TO THE ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at P.O. Box 487, Hampton, SC 29924, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

VANNOY & MURPHY, LLC
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-AND-

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ATTORNEYS FOR PLAINTIFF

June 17, 2022
Hampton, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

James Rowedder,

Plaintiff,

v.

Primal Vantage Company, Inc. and Dick's Sporting Goods, Inc., d/b/a Field & Stream,

Defendants.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2022-CP-08-

COMPLAINT

(Jury Trial Requested)

The Plaintiff alleges as follows:

1. Plaintiff is a citizen and resident of Dorchester County, South Carolina.
2. Defendant, Primal Vantage Company, Inc. (hereinafter "Primal") is a foreign corporation with its principal place of business located outside of the State of South Carolina; Primal is engaged in importing, manufacturing, distributing and sale of hunting climbing stands; Primal placed a Field & Stream Stealth Climber Tree stand HEH01293 ("tree stand") into the stream of commerce through its distribution network with the intent that its tree stand would be sold and used in South Carolina.
3. Defendant, Dick's Sporting Goods, Inc., d/b/a Field & Stream, ("DSG"), is a foreign corporation that is subject to suit in South Carolina pursuant to S.C. Code Ann. § 36-2-803; DSG is engaged in distributing and sale of tree stands; DSG did sell and place into the stream of commerce the subject tree stand through its retail Field & Stream store in North Charleston, South Carolina.
4. Venue is proper because Berkeley County is the location where the defective tree stand and safety harness failed, causing Mr. Rowedder to fall and sustain injuries.
5. At the time Defendants designed, or otherwise had designed on its behalf, and manufactured the subject tree stand used by Mr. Rowedder, and Defendants knew or should have know its user would operate the tree stand while hunting and climbing trees.

6. That the tree stand included a Model Number 2018 Full Body Safety Harness ("safety harness") to be utilized by the user while elevated above the ground.

7. That the tree stand contained a cable locking mechanism that was designed to wrap around a tree in a position locked in by a quick clip that is inserted into the frame and through an eyelet on the cable; this cable locking mechanism is intended to prevent the user from falling from the tree.

8. That on or about October 06, 2021, Mr. Rowedder was using the subject tree stand and safety harness that was included with the purchase of the subject tree stand for recreational hunting in Berkeley County, South Carolina.

9. Mr. Rowedder's utilization of the tree stand and safety harness was a reasonably anticipated use of the product.

10. While Mr. Rowedder was operating and otherwise utilizing the tree stand his foot encountered the quick pin which opened and moved allowing the cable locking mechanism to become unsecured causing the foot platform to fall.

11. Mr. Rowedder was wearing the safety harness supplied with the tree stand by Defendants, however the strap failed under load allowing him to fall to the ground.

12. Due to both the cable locking mechanism and safety harness failing, Mr. Rowedder fell from a height of or about twenty-four feet, resulting in his severely breaking both of his ankles.

13. That at the time of the accident, the subject tree stand was in the same or substantially same condition as when sold, save for normal and expected wear.

14. As a direct and proximate result of the incident, the Mr. Rowedder suffered severe and permanent injuries, which were due to and proximately caused by the acts or omissions of the Defendants as set forth herein.

15. The injuries and damages to Mr. Rowedder were due to and proximately caused by the negligent and reckless conduct of the Defendants in the following particulars:

FOR A FIRST CAUSE OF ACTION
AS TO DEFENDANTS DSG, ASL, AND PRIMAL
(Negligence – Product Defect)

16. Each allegation contained in this Complaint, which is not inconsistent with this cause of action, is hereby incorporated by reference as if repeated verbatim herein.

17. Mr. Rowedder is informed and believes Defendants were negligent, willful, wanton, careless, reckless, and grossly negligent in the following particulars:

- a. In designing, manufacturing, and selling the subject tree stand when it knew, or should have known, that it was dangerously defective because of its propensity for the quick clips to come unattached, allowing the cable around the tree to come off and fall while the tree stand is at dangerous heights, which was inherent in the design of the tree stand;
- b. In designing, manufacturing, and selling the subject tree stand that included a safety harness incapable of securing reasonably anticipated loads;
- c. In failing to warn of the propensity for the quick clips to come unattached;
- d. In designing the subject tree stand in a defective manner that presented an unreasonable risk to the user when safer alternative designs were available to the Defendant at the time the tree stand was distributed;
- e. In failing to provide a locking pin that would remain secure under reasonably anticipated use conditions; and
- f. In any other particulars established by the evidence in this case.

FOR A SECOND CAUSE OF ACTION
AS TO DEFENDANTS DSG, ASL, AND PRIMAL
(Breach of Warranty)

18. Each allegation contained in this Complaint which is not inconsistent with this cause of action is hereby incorporated by reference as is repeated verbatim herein.

- a. That by act, word and/or deed at the time of the sale, Defendants made certain Express Warranties, Implied Warranties of Merchantability, and Implied Warranties of Fitness for a Particular Purpose, regarding the tree stand and included safety harness, which was a part of the basis of the bargain and/or which arose by operation of law;

- b. Mr. Rowedder rightfully and reasonably relied upon the warranties of Defendants to her great detriment, injury, and damage;
- c. The Defendants expressly and impliedly warranted, at the time of the sale, that the tree stand and included safety harness at issue was fit, safe, and in good condition of merchantable quality, and was fit for a particular purpose, namely a safe and fit tree stand and safety harness that was to be used to climb trees while recreational hunting, when in fact, the tree stand and safety harness was unfit, unsafe, not of merchantable quality, and was not fit nor suited for Mr. Rowedder's purpose; and
- d. By reason of, and in consequence of Defendants breach of express and implied warranties, Mr. Rowedder suffered injuries and damages as forth herein, for which Defendants are liable to Mr. Rowedder.

FOR A THIRD CAUSE OF ACTION
AS TO DEFENDANTS DSG, ASL, AND PRIMAL
(Strict Liability)

19. Each allegation contained in this Complaint which is not inconsistent with this cause of action is hereby incorporated by reference as if repeated verbatim herein.

- a. The subject tree stand and safety harness was defective and unreasonably dangerous in the condition in which it was sold by Defendants; and
- b. Defendants is strictly liable for all damages caused by the defective condition of the subject tree stand and harness.

20. That as a result of the described acts and omissions of the Defendant, Mr. Rowedder has endured and continues to suffer from a loss of income, severe pain, suffering, emotional distress and mental anguish. In addition, the Plaintiff has incurred expenses such as medical bills and other costs associated with treatment.

21. Mr. Rowedder is informed and believes that he is entitled to judgment against the Defendant, for both actual and punitive damages, all of which were directly and proximately caused by the acts and/or omissions of the Defendant as more fully set forth above, in an amount as may be set and determined by the trier of fact in this matter.

WHEREFORE, Plaintiff prays for judgment against the Defendant for actual damages, together with punitive damages in an appropriate amount, for the costs and disbursement of this action, and for such other and further relief as the Court may deem just and proper.

DEFENDANT AND DEFENDANT'S ATTORNEY ARE HEREBY NOTIFIED THAT PLAINTIFF HAS SERVED INTERROGATORIES AND REQUESTS FOR PRODUCTION WITH THE SUMMONS AND COMPLAINT. RESPONSES TO THESE DISCOVERY REQUESTS ARE DUE WITHIN 45 DAYS PER RULES 33(a) & 34(b), SCRPC. IF DEFENSE COUNSEL LACKS COPIES OF ANY DISCOVERY REQUEST, HE/SHE IS ADVISED TO CONTACT PLAINTIFF'S COUNSEL IMMEDIATELY TO OBTAIN COPIES.

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