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Ladder Manufacturer Found Not Liable for Alleged Manufacturing Defect

Scordill v. Louisville Ladder Group, LLC,
2004 WL 1118302 (E.D.La., May 18, 2004)

Around 1997 or 1998, John Scordill, a welder, purchased two stepladders from Home Depot. The ladders were manufactured in 1996 by Louisville Ladder in Monterrey, Mexico. While working on February 16, 2002, Scordill put one of these stepladders beside a wall, climbed up to the second rung, and turned around so that his back was to the ladder. He then began to weld an I-beam to previously installed metal plates. While leaning his left elbow against the wall, his left hand grabbed his right wrist to support the welding gun in his right hand. Scordill alleges that the ladder collapsed beneath him, resulting in a number of injuries.

Scordill brought numerous claims, most of which were resolved at the summary judgment level in favor of Louisville. Scordill's manufacturing defect claims were, however, tried by jury. After the close of evidence, the Court granted Louisville's motion for a directed verdict on Scordill's manufacturing defect claim based on a fiberglass defect in the ladder. The remaining manufacturing defect claim, based on a misplaced rivet in the ladder's rail, was submitted to the jury for consideration. They found that the ladder was not unreasonably dangerous in either composition or construction when it left Louisville's custody. Scordill then moved for a new trial and, alternatively, to amend the judgment. The Court ultimately denied both of these motions.

The decision to grant a motion for a new trial is within the district court's discretion. Scordill moved for a new trial, alleging that the jury's verdict was against the great weight of the evidence. The Court, however, found the jury's verdict to be entirely reasonable. Scordill's evidence at trial, both factual and expert testimony, tended to prove that the ladder rivet was not within manufacturer specifications. Louisville's evidence, however, called Scordill's expert calculations of the rivet's proper placement into question. Furthermore, Louisville's expert testified that even if the ladder's construction had deviated from the manufacturer's specifications, this deviation would not have materially affected the ladder's strength. In light of the evidence presented by both parties, therefore, the jury's verdict for Louisville was neither unreasonable nor against the weight of evidence. Moreover, since the jury concluded that the ladder was not unreasonably dangerous, there was no need to reach the issue of causation.

Scordill also argued that the Court should grant a new trial based on Louisville's testimony that the ladder was not designed for use by welders. If the ladder had warned against use by welders, Scordill would not have purchased the ladder and the accident would never have occurred. However, Scordill admitted that he failed to read the ladder's warnings and instructions upon purchase. Even if Louisville had placed such a warning on the ladder, therefore, Scordill would have still bought it.

Scordill also sued Home Depot, who succeeded in its defense on summary judgment. The Court found that Home Depot was not a manufacturer under the Louisiana Products Liability Act. Under

Louisiana law, a non-manufacturing seller of a defective product is not responsible for damages unless he knew or should have known the product was defective and failed to declare it. Even if the warnings on the ladder were inadequate, no evidence indicated that Home Depot knew, or should have known, of the supposed inadequate warnings.

Scordill's motion to amend the judgment, which is in the discretion of the trial court, also failed. In considering whether to amend a judgment, the Court seeks to balance the need for finality with the need for a just result based on all the facts. A party seeking to amend a judgment must show that there was a manifest error of fact or law during the trial, that new evidence has been discovered, that amending the judgment would prevent manifest injustice, or that there has been a change in the law since the judgment was rendered. As Scordill did not meet any of these criteria, the Court denied the motion to alter or amend the judgment.

- [*Sarah B. Belter*](#)

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Manufacturer Wins Summary Judgment on Product Liability and Failure to Warn Claim

Aucoin v. Medtronic, Inc.,
2004 WL 902174 (E.D. La. 4/26/2004)

Plaintiff was implanted at Tulane Medical Center with an Implantable Programmable Pulse Generator (IPG), a product designed to aid in the management of chronic pain. Less than a year later, plaintiff had an MRI at Tulane. When placed in the MRI scanner, he sustained a "severe shock" and the IPG ceased functioning properly. Plaintiff filed a lawsuit against Medtronic, the manufacturer of the IPG, claiming damages for redhibition under article 2520 of the Louisiana Civil Code and for damages under the Louisiana Products Liability Act including damages for Medtronic's alleged failure to provide an adequate warning regarding the possible result of the use of an MRI machine while wearing the IPG.

According to the court, the plaintiff produced no evidence that there was a defect in the device. Additionally, Louisiana courts have held that the obligation of the manufacturer to warn a consumer is fulfilled when the prescribing or treating physician is informed of any potential side effects or risks. A warning regarding the risk of shock and malfunction when used with an MRI appeared in the Physician and Hospital Staff Manual packaged with the IPG. The treating physician also testified that he was aware of the warning and that he ordered an MRI for the plaintiff contrary to the manufacturer's warning. Accordingly, the Eastern District granted the defendant's motion for summary judgment dismissing the plaintiff's claims.

- [*Michelle D. Craig*](#)

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Remember that these legal principles may change and vary widely in their application to specific factual circumstances. You should consult with counsel about your individual circumstances. For further information regarding these issues, contact:

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