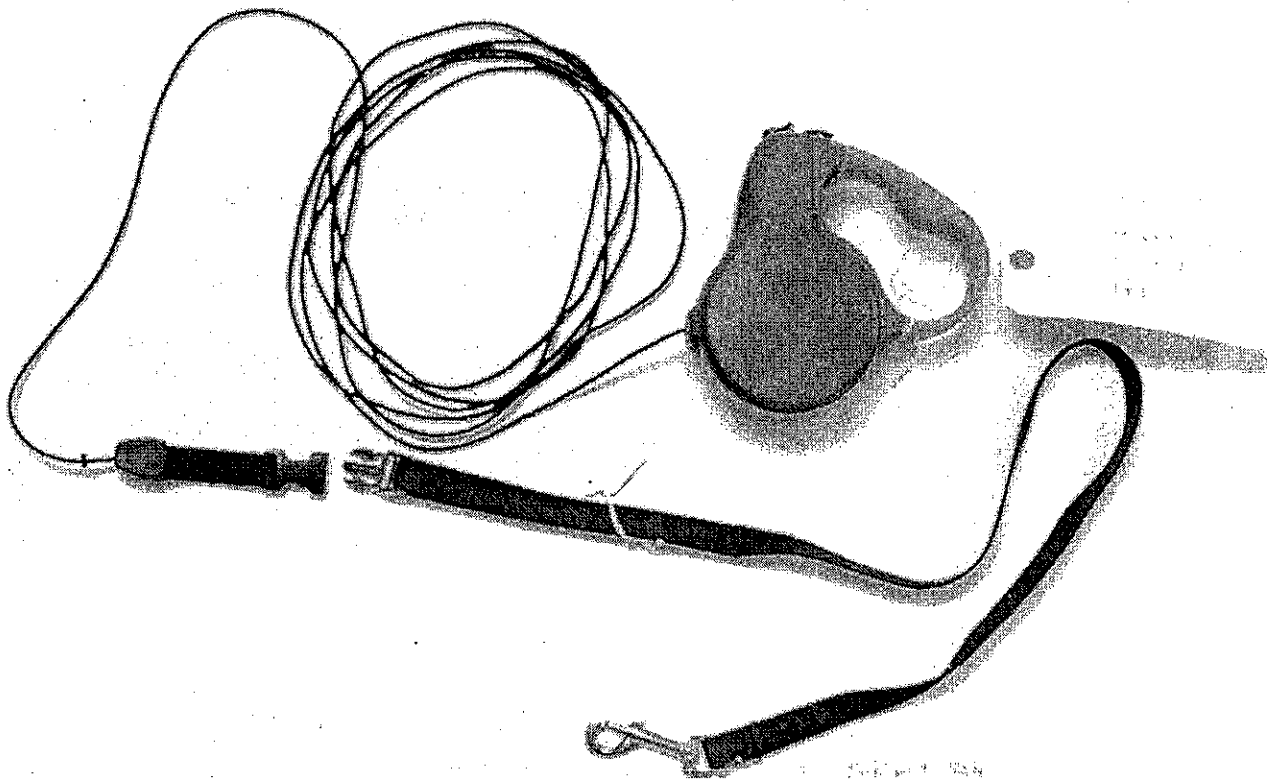


Conn. Firm Pays \$1.3 Million After Retractable Dog Leash Malfunctions

By JAY STAPLETON
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Michael Slugg v. M2 Products Inc.: A building contractor who lost the vision in one eye after a retractable dog leash recoiled and struck his face has settled his product liability lawsuit against a Connecticut company for \$1.3 million.

On Feb. 5, 2010, Michael Slugg was walking his dog near his home in Fairfax, Va., using a retractable leash called a Hip Hugger, which was manufactured by a Chinese supplier for M2 Products Inc. of New Canaan.

His dog, a 40-pound bluetick coonhound named Sally, was wearing a collar, which was attached to a short leash, which was in turn clipped to the Hip Hugger leash. Slugg was holding the hand-held spool mechanism of the Hip Hugger, and using the device's spool locking button to retract or release the leash as the dog moved ahead of him.

At one point during the walk, the “dog took off at a dead run,” according to Slugg’s lawyer, Brenden Leydon, of Tooher Wool & Leydon in Stamford. “The side-release buckle on the Hip Hugger leash unfastened, separating the short training leash from the rest of the retractable leash. The retractable leash recoiled back and struck Slugg in the left eye, while the dog took off with the short training leash.”

Slugg, 54, suffered a rupture injury to his eye. He was rushed to the hospital, where he underwent emergency surgery, but he lost most of his vision in the eye. Two subsequent surgeries to restore additional vision were unsuccessful. “He is now able to count fingers and make out basic shapes, but he has no useful sight in the eye,” Leydon said. “His past medical expenses totaled about \$71,600, and his future medical expenses were estimated at about \$56,000.”

Slugg sued M2 Products, in Superior Court in Stamford, alleging that the leash was defectively designed in that the side-release buckle that provided a connection to the smaller side leash was unnecessary. The lawsuit also alleged that the buckle was prone to unfasten, which could cause it to snap back and strike the user in the face.

Along with his losses for medical expenses, Slugg sought recovery of lost wages and diminished earnings. He was a self-employed building contractor, and claimed that the vision loss and resulting lack of depth perception negatively affected his return to work.

Slugg claimed that his business had declined because of his inability to perform work at his previous level of proficiency. He said he was also unable to bid on projects that were more than one story tall because he could not safely function in high places due to his compromised eyesight. Further, Slugg claimed his ability to obtain employment in a related field had diminished due to his work restrictions and physical limitations.

Leydon said his client was prepared to present deposition testimony from M2’s corporate owner admitting that the leash was defective as originally designed; that two other users sustained eye injuries when the side-release buckle housing broke; and that the leash had been redesigned since the accident to eliminate the short leash and side-release buckle.

The owner of M2 Products, Mark Morrison, also admitted that he had no formal design training and had relied on a Chinese manufacturer to design and test the leash, Leydon said. Additionally, Slugg retained an engineering test firm, Technology Associates, which performed tests on four Hip Hugger leashes that were purchased online. According to Leydon, “although the manufacturer claimed the leash was suitable for a 100-pound dog,” each of the four leashes tested failed at less than 100 pounds.

M2 Products was represented by James Mahar of Ryan, Ryan Deluca in Stamford. Mahar argued that his clients had discontinued the sale of the leash, and that the leash in question was produced by a “knock-off” manufacturer. The defendants also disputed the amount of Slugg’s lost earnings and economic losses.

The case was scheduled to go to trial in May, but the two sides agreed to a mediation session before James Robertson of Carmody Torrance **Sandak & Hennessey** in Waterbury. At the mediation, the two sides agreed to settle the case for \$1.3 million, to be paid by the defendant’s insurer.

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