

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FOURTH JUDICIAL DISTRICT AT BETHEL

MITCHELL SEAVEY,)
)
Plaintiff,)
)
v.)
)
KAI, USA LTD, d/b/a)
KERSHAW KNIFE COMPANY;)
SPORTSMAN'S WAREHOUSE, INC.)
)
Defendant.)

FILED IN THE TRIAL COURTS
STATE OF ALASKA
BETHEL SERVICE AREA

DEC 19 2011

By ~~DEPUTY CLERK~~

) Case No. 4BE-11-513 Civil

COMPLAINT

Plaintiff, by and through his counsel Ingaldson, Maassen & Fitzgerald, P.C., for his Complaint against the defendants Kai USA Ltd., d/b/a Kershaw Knife Company and Sportsman's Warehouse, states as follows:

I. GENERAL ALLEGATIONS

1. Mitchell Seavey is a resident of Sterling, Alaska.
2. Defendant Kai, USA, LTD, d/b/a Kershaw Knife Company is a corporation with its principal place of business in Tualatin, Oregon. Kershaw Knife Company is a company which designs, markets and manufactures knives.

INGALDSON,
MAASSEN &
FITZGERALD,
P.C.
Lawyers
813 W. 3rd Avenue
Anchorage,
Alaska
99501-2001
(907) 258-3750
FAX: (907) 258
8751

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3. Defendant Sportsman's Warehouse, Inc. is a sporting good retail corporation with a license to do business in Alaska. It operates a place of business in Anchorage, Alaska where it sold Kershaw Knives.

4. This Court has jurisdiction over the matter.

5. Prior to the 2010 Iditarod Race, Mr. Seavey purchased from Sportsman's Warehouse a folding Kershaw knife. He placed that knife in his tool kit which he carried in the dog sled which he drove during the 2010 Iditarod race.

6. On March 10, 2011, during a stop to rest his dogs at the Ophir checkpoint, Mr. Seavey retrieved the knife to open a bag of straw for his dogs.

7. Mr. Seavey opened the knife, and then proceeded to use the gut hook to cut the zip tie on the bag. Unfortunately, the knife blade released, and the blade closed on his right index finger, nearly severing it at the joint.

8. The knife was defectively designed in that it did not adequately protect against unintended closing of the blade. In fact, the design of the knife was such that the normal and expected use of the gut hook would likely cause the blade lock to release and injure the user of the knife.

9. In spite of the presence of medical assistance, the finger was so severely injured that Mr. Seavey had to withdraw from the Iditarod race, and discontinue what could have been a winning run of that race.

10. Mr. Seavey had to be airlifted back to Anchorage where he underwent emergency surgery to restore the finger back onto his hand.

INGALDSON,
MAASSEN &
FITZGERALD,
P.C.
Lawyers
813 W. 3rd Avenue
Anchorage,
Alaska
99501-2001
(907) 258-8750
FAX: (907) 258-
8751

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11. Following the surgery, Mr. Seavey developed serious side effects attributable to the severed finger and subsequent repair including loss of movement, loss of sensation, loss of use and pain.

12. As a direct consequence of his injury, Mr. Seavey has suffered serious injury, pain and suffering, loss of the opportunity to compete in the 2010 Iditarod, and past and future loss of income.

COUNT I.
STRICT LIABILITY

13. Plaintiff realleges and incorporates by reference Paragraphs 1 through 12 of the general allegations contained in the Complaint.

14. Defendants are the manufacturer, seller, and/or distributor of Kershaw pocket knife, used by the plaintiff on or about on or about March 10, 2010. Defendants placed their product in the stream of commerce, intending for it to be used by ordinary consumers such as plaintiff.

15. At all relevant times, Mr. Seavey was using the knife in an intended and reasonably foreseeable manner. The Kershaw knife was defective and unsafe, not reasonably designed to protect consumers from hazards associated with use of the knife, and consumers were not adequately warned of the knife's dangers.

INGALDSON,
MAASSEN &
FITZGERALD,
P.C.
Lawyers
813 W. 3rd Avenue
Anchorage,
Alaska
99501-2001
(907) 258-8750
FAX: (907) 258-
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16. As a direct and proximate result of defendants' defective product, Mr. Seavey suffered the serious injuries and damages set forth under the general allegations and defendants are strictly liable for said injuries and damages.

COUNT II.

Negligence -Kai, USA Ltd, d/b/a Kershaw Knife Company

17. Plaintiff realleges and incorporates by reference Paragraphs 1 through 16 of the general allegations contained in the Complaint.

18. Defendants, Kai USA, d/b/a Kershaw Knife Company had a duty to exercise reasonable care in the design, marketing, and representations to consumers and retailers concerning the safety of this Kershaw Knife.

19. Said defendants breached the duty owed to plaintiff by manufacturing, selling, and/or distributing a folding hunting knife which was unsafe, defective, and was not accompanied by adequate information and warnings to consumers.

20. As a direct and proximate result of defendants' negligence, Mr. Seavey sustained serious bodily injury and damage as set forth in the general allegations above.

COUNT III.

BREACH OF WARRANTY/MISREPRESENTATION - ALL DEFENDANTS

21. Plaintiff realleges and incorporates by reference Paragraphs 1 through 20 of the general allegations contained in the Complaint.

INGALDSON,
MAASSEN &
FITZGERALD,
P.C.
Lawyers
813 W. 3rd Avenue
Anchorage,
Alaska
99501-2001
(907) 258-8750
FAX: (907) 258-
8751

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22. Defendants expressly and impliedly warranted that the Kershaw folding hunting knife that it sold, marketed, and/or distributed was merchantable quality and suitable for the intended use.

23. Defendants breached these warranties by marketing, distributing and/or selling a product which failed to provide quality and suitability for its intended use, and inadequately warned of the dangers associated with the product.

24. As a direct and proximate cause of Defendants' breach of warranty and misrepresentation, plaintiff suffered the injuries and damages set forth in the general allegations above.

PRAAYER FOR RELIEF

WHEREFORE, plaintiff prays that he recover from these Defendants as follows:


1. For general and compensatory damages to be proven at trial in excess of \$100,000;
2. For punitive damages as the evidence supports;
3. For an award of costs, interest, and attorney's fees ; and
4. For such other and further relief as the Court deems just and appropriate.

INGALDSON,
MAASSEN &
FITZGERALD,
P.C.
Lawyers
813 W. 3rd Avenue
Anchorage,
Alaska
99501-2001
(907) 258-8758
FAX: (907) 253-
8751

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Dated at Anchorage, Alaska December 8, 2011.

INGALDSON, MAASSEN &
FITZGERALD, P.C.
Attorneys for Mitchell Seavey

By: 
William H. Ingaldson
ABA No. 8406030

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INGALDSON,
MAASSEN &
FITZGERALD,
P.C.
Lawyers
813 W. 3rd Avenue
Anchorage,
Alaska
99501-2001
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FAX: (907) 258-
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IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA
AT BETHEL

MITCHELL BEAVY

Plaintiff(s),

vs.

KAI, USA, Ltd. d/b/a KERSHAW
KNIFE COMPANY, INC.; AND
SPORTSMAN'S WAREHOUSE, INC.
Defendant(s).

CASE NO. 4BE-11-513 CI

SUMMONS
AND
NOTICE TO BOTH PARTIES
OF JUDICIAL ASSIGNMENT

To Defendant: KAI, USA, LTD d/b/a KERSHAW KNIFE COMPANY, INC.

You are hereby summoned and required to file with the court a written answer to the complaint which accompanies this summons. Your answer must be filed with the court at (address): P.O. Box 130 Bethel, Alaska 99559-130 within 20 days* after the day you receive this summons.

In addition, a copy of your answer must be sent to:

Plaintiff's attorney or plaintiff (if unrepresented): Ingaldson, Maassen & Fitzgerald, P.C.
Address: 813 West 3RD Ave, Anchorage, AK 99501

If you fail to file your answer within the required time, a default judgment may be entered against you for the relief demanded in the complaint.

If you are not represented by an attorney, you must inform the court and all other parties in this case, in writing, of your current mailing address and any future changes to your mailing address and telephone number. You may use court form *Notice of Change of Address / Telephone Number* (TF-955), available at the clerk's office or on the court system's website at www.state.ak.us/courts/forms.htm, to inform the court.

-OR-

If you have an attorney, the attorney must comply with Alaska R. Civ. P. 5(i).

NOTICE OF JUDICIAL ASSIGNMENT

To: Plaintiff and Defendant

You are hereby given notice that this case has been assigned to Judge Funk

(SEAL)
1/12/12
Date

CLERK OF COURT
By: [Signature]
Deputy Clerk

The state or a state officer or agency named as a defendant has 40 days to file its answer. If you have been served with this summons outside the United States, you also have 40 days to file your answer.

CIV-100 (2/06)(st.3)
SUMMONS

Civil Rules 4, 5, 12, 42(c), 55