

JURY FEE PAID

SEPTEMBER 2008

JURY FEE PAID

Court of Common Pleas of Philadelphia County Trial Division <b>Civil Cover Sheet</b>		For Prothonotary Use Only (Docket Number) <b>003385</b>
PLAINTIFF'S NAME <b>IAN FETTER</b>		DEFENDANT'S NAME <b>DIKAR S. COOP, LTD</b>
PLAINTIFF'S ADDRESS 244 Astor Road Bedford, PA 15522		DEFENDANT'S ADDRESS Urarte Kalea, 26 Apdo. 193 Poligono Industrial San Lorenzo 20570 Bergara, Spain
PLAINTIFF'S NAME		DEFENDANT'S NAME <b>BLACKPOWDER PRODUCTS, INC.</b>
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS 5988 Peachtree Corners East Norcross, GA 30071
PLAINTIFF'S NAME		DEFENDANT'S NAME <b>CONNECTICUT VALLEY ARMS, INC.</b>
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS 5988 Peachtree Corners East Norcross, GA 30071
		DEFENDANT'S NAME <b>LAUREL SPORT SHOP, INC.</b>
		DEFENDANT'S ADDRESS 227 West Pitt Street Bedford, PA 15522
Total No. of Plaintiffs 1	Total No. of Defendants 4	Commencement of Action <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00		COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Action <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other:

CASE TYPE AND COSE (SEE INSTRUCTIONS)

2 P - Product Liability

STATUTORY BASIS FOR CAUSE OF ACTION (SEE INSTRUCTIONS)

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

IS CASE SUBJECT TO COORDINATION ORDER?

Yes      No

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY  
Joel S. Rosen, Esquire

ADDRESS (SEE INSTRUCTIONS)

PHONE NUMBER  
(215) 567-3500

FAX NUMBER  
(215) 567-6019

Cohen, Placitella & Roth, P.C.  
Two Commerce Square  
Suite 2900  
2001 Market Street  
Philadelphia, PA 19103

Fetter Vs Dikar S Coop Ltd Etal



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SUPREME COURT IDENTIFICATION NO.  
34424

E-MAIL ADDRESS

SIGNATURE

jrosen@cprlaw.com

DATE

September 23, 2008

Cohen, Placitella & Roth  
A Professional Corporation  
By: JOEL S. ROSEN, ESQUIRE  
Identification No. 34424  
jrosen@cprlaw.com  
2900 Two Commerce Square  
Philadelphia, PA 19103  
(215) 567-3500

JURY TRIAL DEMANDED

ASSESSMENT OF DAMAGES  
HEARING IS REQUIRED

**ATTEST**

SEP 23 2008

**S. MASCUILLI**

ATTORNEY FOR PLAINTIFF

Ian Fetter  
244 Astor Road  
Bedford, PA 15522

Plaintiff,

v.

Dikar S Coop, Ltd.  
Urarte Kalea, 26  
Apdo. 193  
Poligono Industrial San Lorenzo  
20570 Bergara, Spain

Defendant.

and

Blackpowder Products, Inc.  
5988 Peachtree Corners East  
Norcross, GA 30071

Defendant.

and

COURT OF COMMON PLEAS OF  
PHILADELPHIA COUNTY

SEPTEMBER TERM 2008

NO.

**003385**

Connecticut Valley Arms, Inc.,  
5988 Peachtree Corners East  
Norcross, GA 30071

Defendant.

and

Laurel Sport Shop, Inc.  
227 West Pitt Street  
Bedford, PA 15522

Defendant.

### NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**Philadelphia Bar Association  
Lawyer Referral & Information Service  
One Reading Center  
Philadelphia, Pennsylvania 19107  
Telephone: (215) 238-6333**

### AVISO

La han demandado a usted en la corte. Si usted quiere defensas de estas demandas expuestas en la paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas or sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

**Asociacion DeLicenciados De  
Filadelfia  
Servicio DeReferencia E Información  
Legal  
One Reading Center  
Filadelfia, Pennsylvania 19107  
Telefono: (215) 238-1701**

COMPLAINT - CIVIL ACTION

Parties

1. Plaintiff Ian Fetter is a citizen of Pennsylvania residing at 244 Astor Road, Bedford, Pennsylvania.

2. Defendant Dikar S Coop ("Dikar") is a foreign business corporation organized under the laws of the country of Spain. Defendant has its offices at Urarte Kalea, 26, Apdo. 193, Poligono Industrial San Lorenzo 20570 Bergara, Spain

3. Defendant Dikar is engaged in the business of the design, manufacture and sale of firearms and firearm barrels and regularly conducts business in the state of Pennsylvania and in the City and County of Philadelphia through the sale of its products.

4. Defendant Blackpowder Products, Inc. ("BPI") is a business corporation incorporated under the laws of the State of Georgia with its offices located at 5988 Peachtree Corners East, Norcross, GA.

5. Defendant BPI is engaged in the business of the design, manufacture and sale of firearms and regularly conducts business in the state of Pennsylvania and in the City and County of Philadelphia through the sale of its products.

6. Defendant Connecticut Valley Arms, Inc. ("CVA") is a business corporation incorporated under the laws of the State of

Georgia with its offices located at 5988 Peachtree Corners East, Norcross, GA.

7. Defendant CVA is engaged in the business of the design, manufacture and sale of firearms and regularly conducts business in the state of Pennsylvania and in the City and County of Philadelphia through the sale of its products.

8. Defendant Laurel Sport Shop, Inc. ("Laurel") is a business corporation incorporated under the laws of the Commonwealth of Pennsylvania and is located at 227 West Pitt Street, Bedford, PA.

9. Defendant Laurel is a business engaged in the sale of sporting goods, including rifles.

10. Upon information and belief, in 1999 BPI purchased CVA, including the CVA brand, and then continued to design, manufacture and sell various product lines that were designed, manufactured and sold under that CVA brand, including the CVA muzzleloader that is the subject of this case.

11. Upon information and belief, BPI is a successor corporation to CVA.

12. At all relevant times, in the matters described herein, all defendants acted through their officers, agents and employees, engaged in their business and acting within the scope of their office, agency or employment.

### Venue

13. Venue is proper in the Court of Common Pleas in the County of Philadelphia.

14. Defendants Dikar, BPI and CVA regularly conduct their business in Philadelphia County.

15. Many of the fact witnesses in this case are from out of state or out of the United States. It is most convenient for the plaintiff and all other parties for case to be located in Philadelphia, which may be accessed easily through its International Airport.

### Facts

16. In December of 2004, Duane Fetter, the father of plaintiff, Ian Fetter, purchased a fifty millimeter sidelock muzzleloader rifle ("the subject muzzleloader") from defendant Laurel at their sporting goods store in Bedford, PA.

17. This rifle, sold under the brand name of CVA, was designed, manufactured, assembled and distributed by defendants Dikar, Blackpowder and CVA.

18. On December 26, 2006, plaintiff Ian Fetter was using the subject muzzleloader in the manner in which it was intended.

19. On December 26, 2006, Ian Fetter used the muzzleloader in a manner consistent with the instructions given to he and his father by defendant Laurel at the time of the purchase of the subject muzzleloader.

20. When plaintiff fired the subject muzzleloader on that date, the gun blew apart and the forces from the firing ripped a hole in the barrel of rifle, blowing off plaintiff's hand.

21. As a result of the aforesaid injury, plaintiff was forced to spend money and incur treatment for medical diagnosis, treatment, surgery, therapy and rehabilitation and such expenses are continuing and may continue into the future.

22. As a result of the aforesaid injury, plaintiff endured pain and suffering and lost time from his usual duties, activities and occupations, causing a loss of earnings and earning capacity.

23. As a result of the aforesaid injury, plaintiff was permanently disfigured.

COUNT I - NEGLIGENCE AGAINST DEFENDANTS DIKAR,  
BPI, CVA AND LAUREL

24. Plaintiff incorporates the preceding paragraphs as if set forth in full herein.

25. Defendants negligently, carelessly, recklessly and/or wantonly designed, manufactured and sold the subject muzzleloader.

26. Defendants acted negligently, carelessly, recklessly and/or wantonly in that they did not design and manufacture the barrel of the subject muzzleloader with sufficient strength to

withstand foreseeable forces that would be applied to it when fired.

27. Defendants acted negligently, carelessly, recklessly and/or wantonly in that they did not adequately test the subject muzzleloader or other models of that muzzleloader to determine whether it could withstand foreseeable forces that would be applied to it when fired.

28. Defendants acted negligently, carelessly, recklessly and/or wantonly in that they manufactured the subject muzzleloader with a defect in its barrel.

29. Defendants acted negligently, carelessly, recklessly and/or wantonly in that they failed to adequately inspect and test the subject muzzleloader before placing it into the stream of commerce.

30. Defendants acted negligently, carelessly, recklessly and/or wantonly in that the design and manufacture of the subject muzzleloader lacked an element or elements necessary to make it safe for its intended use.

31. Defendants acted negligently, carelessly, recklessly and/or wantonly in that they did not provide adequate instructions as to the proper use and handling of the subject muzzleloader and proper materials to be used when operating the subject muzzleloader.

31. Defendants acted negligently, carelessly, recklessly and/or wantonly in that they failed to adequately warn intended users of the subject muzzleloader of the dangers associated with its use and the necessary precautions to be taken when the muzzleloader is used.

32. Defendants' negligent, careless, reckless and wanton acts caused plaintiff's injuries.

WHEREFORE, plaintiff claims damages from defendants in an amount in excess of \$50,000.00, exclusive of interest, and brings this action to recover same.

**COUNT II - STRICT LIABILITY AGAINST ALL NAMED DEFENDANTS**

33. Plaintiff incorporates the preceding paragraphs as if set forth in full herein.

34. Defendants are engaged in the business of designing, manufacturing and/or assembling, distributing and selling firearms, including the subject muzzleloader.

35. Defendants expected the subject muzzleloader to reach the ultimate user without substantial change in the condition in which it was sold.

36. At the time of the incident described above, the condition of the subject muzzleloader described above was substantially the same as it was when it was placed into the stream of commerce by the defendants.

37. At the time of its sale and of the incident described above, the subject muzzleloader was defective and unreasonably dangerous.

38. At the time of its sale and of the incident described above, the subject muzzleloader was defectively manufactured.

39. At the time of its sale and of the incident described above, the subject muzzleloader was defectively designed.

40. At the time of its sale and of the incident described above, the subject muzzleloader was defective in design and/or manufacture and was unreasonably dangerous because it lacked an element or elements necessary to make it safe for its intended use.

41. Defendants failed to adequately warn intended users of the subject muzzleloader of the dangers associated with its use and the necessary precautions to be taken when the muzzleloader is used.

42. Defendants are strictly liable for all injuries suffered by plaintiff as a result of the defective design, assembly and manufacture of the subject muzzleloader described above.

43. The defective and dangerous condition of the subject muzzleloader was the proximate and direct cause of Ian Fetter's injuries.

WHEREFORE, plaintiff claims damages from defendants in an amount in excess of \$50,000.00, exclusive of interest, and brings this action to recover same.

COUNT III - BREACH OF WARRANTY AGAINST ALL DEFENDANTS

44. Plaintiff incorporates the preceding paragraphs as if set forth in full herein.

45. The subject muzzleloader designed, manufactured and/or assembled, sold and distributed by defendants was sold in breach of express and implied warranties, including warranties that this muzzleloader:

- a. was merchantable and fit for the ordinary purposes for which it were used;
- b. was adequately labeled with appropriate warnings; and
- c. conformed to the promises or affirmations made in the owner's manual or labeling.

46. The subject muzzleloader was not fit for the ordinary and expected purposes for which such muzzleloaders were intended to be used.

47. Defendants' breaches of the express and implied warranties were the proximate cause of plaintiff's injuries.

WHEREFORE, plaintiff claims damages from defendants in an amount in excess of \$50,000.00, exclusive of interest, and brings this action to recover same.

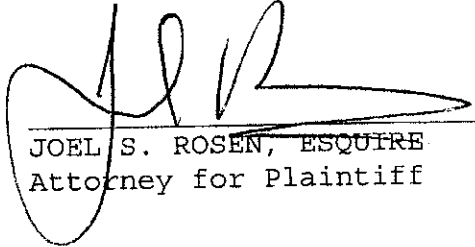
DATE:

9/23/08

Respectfully submitted,

COHEN, PLACITELLA & ROTH

BY:

  
\_\_\_\_\_  
JOEL S. ROSEN, ESQUIRE  
Attorney for Plaintiff

VERIFICATION

Ian Fetter states that he is the Plaintiff in the within action, that the statements made in the foregoing Complaint are true and correct to the best of his knowledge, information and belief, and that he understands that the statements therein are subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

9-17-08  
Date

*Ian Fetter*  
Ian Fetter