

# *McCauley, Webster & Emrick*

## **Attorneys at Law**

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**May 6, 2002**

**Fred Supry  
Consumer Affairs Specialist  
Remington Arms Company  
14 Hoefler Avenue  
Ilion, New York 13357**

***Re: My Client: Al Poling***

**Dear Mr. Supry:**

**My client, Mr. Poling, has reviewed your examination report regarding his defective Remington firearm. His responses to the four (4) observations outlined in your report dated March 27, 2002, are as follows:**

- (1) The non-Remington synthetic stock was made by recognized and reputable manufacturer and has been used for many years without incident. Thus, my client does not see the relevance of this item to the incident that endangered him;**
- (2) Regarding the trigger shoe, my client is unfamiliar with this particular component and does not see any relevance to the incident that endangered him as this gun has functioned properly for many years with this condition;**
- (3) The sticky residue on the trigger is likely Hopps gun oil that my client used for many years before switching to a Castol synthetic lubricant approximately two (2) years ago. Again, my client does not see the relevance of this issue to the incident that endangered him; and**
- (4) Finally, my client is baffled by the allegation that the factory setting had been changed. He has owned this gun since it was new in the box and is unaware of any changes to the original factory setting and suspects that what you found may have been within the acceptable norms at the time the firearm was manufactured.**

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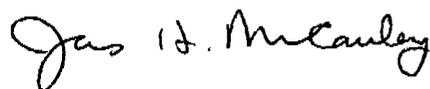
**We are further surprised that you did not test fire the rifle, nor make any determination as to why it malfunctioned. In your letter dated December 12, 2001, you stated that you would "try to determine the cause of the incident," and "we will do no destructing testing", which implies you would do non-destructive testing.**

**On February 7, 2002, my client spoke with you by phone at which time you indicated that you would "test" the firearm and you said you would "simulate" (e.g. 10 degrees F) under which the firearm malfunctioned. My client is disappointed that you did not "test" his firearm as you indicated which could have identified the likely root cause of the malfunction that endangered him.**

**Consequently, he asks that you return his firearm in its "as received" condition. He will ultimately seek to have the rifle destroyed to ensure no one else is endangered or injured/killed from its use. Additionally, my client has chosen to seek a legal remedy to his grievance in the courts. However, he will keep the firearm in its current condition until all litigation has been completed.**

**Should you wish to discuss a mutually agreeable financial settlement, my client is still willing to consider an offer as a gesture of goodwill. If we do not hear back from you, my client will file his law suit and proceed through the courts.**

**Respectfully,**



**James H. McCauley**

**JHM:csc  
cc: Al Poling  
mon747**