

Remington Arms Co., Inc.
Product Service
Legal Case #:7181

Case Information

RE#	Date Opened	Date Opened(PS)	Date Closed	Incident Date	Pre Lit	Lit	Obsolete
253690	1/11/2012	1/3/2011	2/2/2012	1/1/2012	X		

Customer Information

Type	Business	First Name	Last Name	Street	City	State	Zip	Age	Contact
Incident	Greenberg, Taurig PA	Fred	Harris	101 E. College Ave	Tallahassee	FL	32301		W 850-222-6891 E harrisf@gtlaw.com

Incident Information

Claims	Codes	Repair Est.	Medical Treatment	Medical Status
PI				
PD shot truck	Cause:4038 Could Not Duplicate Concern			
S	Concern:1020 Fired on Bolt Opening		Unknown	
C				

1/3/12 Per call from Harris, he was deer hunting Sunday and didn't see anything so he went back to his truck to unload and it fired when he was trying to eject. He inherited this rifle from his father. He's only had it a week and did not clean it before using.cm

Firearm Information

Mfg.	Type	Model/Ga.	SKU	Serial	Bbl.	DOM
Remington	CF/BA	700/243 WIN	n/a	A6850422	XV	12/5/1979
Date Purchased	Where Purchased	Accessories	Original Owner			
	SPORTS SOUTH SHREVEPORT LA	SCOPE,RINGS,TWO PIECE BASE	N			

CONCERN: FBO

Ammunition Information - None Defined

Other Products Information - None Defined

Settlement

Remington/700/CF/BA

Settlement	Release of Claims	Release Date	Reimbursement	Cash Settlement	Reim. Date APV	Cash Date APV
Per D. Wills, repair no charge, release was signed						
	Repair/Replacement Cost	Repair/Replacement Date				
	92.40	2/2/2012				

1/3/12 Emailing ARS.cm Per Ilion, replace TPA, clean, test at BLSM program price of \$20 + shipping.cm 1/18/12 Emailed Harris condition of the trigger and the quote to repair. He wanted to know about repairs to the truck. I told him that if we had found a defect we would however we could not duplicate the firing on bolt closing that he described and went over the condition of the trigger.cm 1/18/12 Per Harris, do not repair, return as rec'd. He would like to speak with our attorneys. I have sent case file copies to L. Coe and replied to Harris that our legal council will contact him.cm 1/23/12 Dale Wills has requested that we keep the rifle until he settles with Harris. I've contacted UPS to have it returned to ILN.cm 2/2/12 Per D. Wills, repair no charge, release was signed.cm

Examination[Remington/CF/BA]

Part	Sub-Part	Code	Comment
Examination	Examiner		B.TRAVIS
	Exam Date		1/12/2012
	Product Type		RF
	Action Type		A
	Assigned To		T.NAGLE
Cause	4038	Could Not Duplicate Concern	
	Description		22" 243 WIN
	Date Code		XV

Barrel	Bore Plugged	False	
	Bulged	False	
	Fired	False	
	Fired while Obstructed		
	Muzzle/Crown Condition	Slightly Worn; Functioning	
Bolt	Firing Pin	Slightly Worn; Functioning	
	Shroud	Slightly Worn; Functioning	
	Face	Slightly Worn; Functioning	
	Handle	Slightly Worn; Functioning	
	Stop	Slightly Worn; Not Functioning	BINDS
Extractor	Condition	Slightly Worn; Functioning	
	Cut Condition	Slightly Worn; Functioning	
	Ext/Eject Test	False	
Locking	Block Condition	---Select---	
	Lug Condition	Slightly Worn; Functioning	
	Notch Condition	---Select---	
Overall	Exterior Condition	Slightly Worn; Functioning	BOLT RUSTED
	Stock Condition	Slightly Worn; Functioning	
	Fore End Condition	---Select---	
Receiver	Condition	Slightly Worn; Functioning	
	Bulged	False	
Safety	Description		M/700 BOLT LOCK SAFETY
	Function	Like new; Functioning	
	Sub-Assembly	Non-ISS	
Sear	Lift	---Select---	N/A
	Notch	Slightly Worn; Functioning	
Feeding Test	Tests	Test Fired	False
		False	
Trigger	Condition	Slightly Worn; Functioning	DIRTY, LIGHTLY RUSTED
	Pull	---Select---	4.5#
	Altered	False	
	Sub-Assembly	M/700 Bolt Lock	
Non-Remington Components	Description		SCOPE, RINGS, TWO PIECE BASE

Mitchell, Christy

From: HarrisF@gtlaw.com
Sent: Wednesday, January 18, 2012 2:34 PM
To: Mitchell, Christy
Subject: RE: Remington Model 700, Fred Harris

OK, thank you.

Fred F. Harris, Jr.
Greenberg Traurig, P.A.
101 East College Ave.
Tallahassee, Florida 32301
850-222-6891
850-521-1355 (fax)

-----Original Message-----

From: Mitchell, Christy [mailto:Christy.Mitchell@remington.com]
Sent: Wednesday, January 18, 2012 2:33 PM
To: Harris, Fred (Shld-Tal-CP)
Subject: RE: Remington Model 700, Fred Harris

Mr. Harris, I am forwarding your information to our legal council and they will be in contact with you.

Christy Mitchell
Consumer Affairs Administrator/Field Armorer's School Administrator PO Box 700 870 Remington Dr.
Madison, NC 27025-0700
Phone: 336.548.8684
Fax: 336.548.7872
Freedom Group Family of Companies
Remington, Bushmaster Firearms, DPMS / Panther Arms, Marlin, H&R, NEF, Dakota Arms, Parker Gun, L.C. Smith, EOTAC, Advanced Armament Corp., Barnes Bullets, INTC

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-----Original Message-----

From: HarrisF@gtlaw.com [mailto:HarrisF@gtlaw.com]
Sent: Wednesday, January 18, 2012 2:18 PM
To: Mitchell, Christy
Subject: RE: Remington Model 700, Fred Harris

Do you have in-house lawyers I could speak to or do I need to file suit first?

Fred F. Harris, Jr.
Greenberg Traurig, P.A.
101 East College Ave.

Tallahassee, Florida 32301
850-222-6891
850-521-1355 (fax)

-----Original Message-----

From: Mitchell, Christy [mailto:Christy.Mitchell@remington.com]
Sent: Wednesday, January 18, 2012 1:32 PM
To: Harris, Fred (Shld-Tal-CP)
Subject: RE: Remington Model 700, Fred Harris

I will request that they return as received.

Christy Mitchell
Consumer Affairs Administrator/Field Armorer's School Administrator PO Box 700 870 Remington
Dr.
Madison, NC 27025-0700
Phone: 336.548.8684
Fax: 336.548.7872
Freedom Group Family of Companies
Remington, Bushmaster Firearms, DPMS / Panther Arms, Marlin, H&R, NEF, Dakota Arms, Parker
Gun, L.C. Smith, EOTAC, Advanced Armament Corp., Barnes Bullets, INTC

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-----Original Message-----

From: HarrisF@gtlaw.com [mailto:HarrisF@gtlaw.com]
Sent: Wednesday, January 18, 2012 1:10 PM
To: Mitchell, Christy
Subject: RE: Remington Model 700, Fred Harris

Christy, I have decided not to have you fix the gun. Send it back to me in the same condition it was in when I sent it to you. Thank you.

Fred F. Harris, Jr.
Greenberg Taurig, P.A.
101 East College Ave.
Tallahassee, Florida 32301
850-222-6891
850-521-1355 (fax)

-----Original Message-----

From: Harris, Fred (Shld-Tal-CP)
Sent: Wednesday, January 18, 2012 9:20 AM
To: 'Mitchell, Christy'
Subject: RE: Remington Model 700, Fred Harris

Please have the trigger assembly replaced, cleaned and test fired. I also want to be reimbursed for the cost of the damage your rifle did to my truck. Are you willing to do that?

Fred F. Harris, Jr.
Greenberg Traurig, P.A.
101 East College Ave.
Tallahassee, Florida 32301
850-222-6891
850-521-1355 (fax)

Mitchell, Christy

From: HarrisF@gtlaw.com
Sent: Wednesday, January 18, 2012 9:33 AM
To: Mitchell, Christy
Subject: RE: Remington Model 700, Fred Harris

Fix the gun and return it to me, send me a bill and then I will talk to your lawyers about the damages to the truck. Be glad no one was killed.

Fred F. Harris, Jr.
Greenberg Traurig, P.A.
101 East College Ave.
Tallahassee, Florida 32301
850-222-6891
850-521-1355 (fax)

-----Original Message-----

From: Mitchell, Christy [mailto:Christy.Mitchell@remington.com]
Sent: Wednesday, January 18, 2012 9:32 AM
To: Harris, Fred (Shld-Tal-CP)
Subject: RE: Remington Model 700, Fred Harris

Mr. Harris, if they had found a defect on the part of the rifle they would cover the truck damage. They could not make it fire as you had described and they found that the trigger assembly parts were in bad shape. The firearms need maintenance to keep the parts in good working order and the firearm should always be pointed in a safe direction.

Sincerely,

Christy Mitchell
Consumer Affairs Administrator/Field Armorer's School Administrator PO Box 700 870 Remington Dr.
Madison, NC 27025-0700
Phone: 336.548.8684
Fax: 336.548.7872
Freedom Group Family of Companies
Remington, Bushmaster Firearms, DPMS / Panther Arms, Marlin, H&R, NEF, Dakota Arms, Parker Gun, L.C. Smith, EOTAC, Advanced Armament Corp., Barnes Bullets, INTC

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-----Original Message-----

From: HarrisF@gtlaw.com [mailto:HarrisF@gtlaw.com]
Sent: Wednesday, January 18, 2012 9:20 AM
To: Mitchell, Christy

Please have the trigger assembly replaced, cleaned and test fired. I also want to be reimbursed for the cost of the damage your rifle did to my truck. Are you willing to do that?

Fred F. Harris, Jr.
Greenberg Traurig, P.A.
101 East College Ave.
Tallahassee, Florida 32301
850-222-6891
850-521-1355 (fax)

-----Original Message-----

From: Mitchell, Christy [mailto:Christy.Mitchell@remington.com]
Sent: Wednesday, January 18, 2012 8:49 AM
To: Harris, Fred (Shld-Tal-CP)
Subject: RE: Remington Model 700, Fred Harris

Mr. Harris, your rifle has been inspected now and your repair number for reference is #253690. The factory notated that they could not duplicate the firing on bolt opening. The trigger assembly was dirty and rusty. They have quoted to replace the trigger assembly, clean and test fire it for \$37 + tax. It is on hold until we hear from you.

If you do not have an owner's manual I can mail you one or they are available online at the following section of our site. The stock will need to be removed and the trigger assm sprayed with an action cleaner and re-oiled after each season to keep it in good working order. The rusty internals parts of the trigger could have interfered with sear connection.

<http://www.remington.com/pages/news-and-resources/downloads/owners-manuals.aspx>

Sincerely,

Christy Mitchell
Consumer Affairs Administrator/Field Armorer's School Administrator PO Box 700 870 Remington Dr.
Madison, NC 27025-0700
Phone: 336.548.8684
Fax: 336.548.7872
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-----Original Message-----

From: HarrisF@gtlaw.com [mailto:HarrisF@gtlaw.com]
Sent: Wednesday, January 18, 2012 8:41 AM
To: Mitchell, Christy
Subject: RE: Remington Model 700, Fred Harris

Christy, I still have not received anything from Remington even acknowledging receipt, much less giving me a status report on the testing of the gun. Can you provide me with such a report? Thank you.

Fred F. Harris, Jr.
Greenberg Traurig, P.A.
101 East College Ave.
Tallahassee, Florida 32301
850-222-6891
850-521-1355 (fax)

-----Original Message-----

From: Mitchell, Christy [mailto:Christy.Mitchell@remington.com]
Sent: Monday, January 09, 2012 8:19 AM
To: Harris, Fred (Shld-Tal-CP)
Subject: RE: Remington Model 700, Fred Harris

They do not have your rifle logged in with a repair number yet. If you marked the small ends of the box they should pull it off the receiving pallet quicker but it is usually a few days after we sign for it before the repairman inspects it.

Thank you for your patience.

Christy Mitchell
Consumer Affairs Administrator/Field Armorer's School Administrator PO Box 700 870 Remington Dr.
Madison, NC 27025-0700
Phone: 336.548.8684
Fax: 336.548.7872
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-----Original Message-----

From: HarrisF@gtlaw.com [mailto:HarrisF@gtlaw.com]
Sent: Monday, January 09, 2012 8:14 AM
To: Mitchell, Christy
Subject: RE: Remington Model 700, Fred Harris

Christy, I sent the rifle UPS to you last week. Please confirm receipt. Thank you.

Fred F. Harris, Jr.
Greenberg Traurig, P.A.
101 East College Ave.
Tallahassee, Florida 32301
850-222-6891
850-521-1355 (fax)

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From: Mitchell, Christy [<mailto:Christy.Mitchell@remington.com>]
Sent: Tuesday, January 03, 2012 2:19 PM
To: Harris, Fred (Shld-Tal-CP)
Subject: Remington Model 700, Fred Harris

Mr. Harris, please include a copy of this email with the firearm as well as the attached Service Request form. The email inside is important as sometimes the outside label gets damaged in transit and we want to be sure the firearm is logged in correctly. Please mark the small ends of the box "Product Service".

You should receive another email in the next 24 hours containing the UPS prepaid shipping label. Print it and take it to a UPS terminal and they can scan the label and use it for shipment.

I apologize for the inconvenience that this incident has caused and I hope that these actions will keep you a loyal Remington customer.

Sincerely,

Christy Mitchell
Consumer Affairs Administrator/Field Armorer's School Administrator PO Box 700 870 Remington Dr.
Madison, NC 27025-0700
Phone: 336.548.8684
Fax: 336.548.7872
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-----Original Message-----
<http://www.gtlaw.com/>

Service Request

Remington Service

PO Box 700

Madison, NC 27025-0700



ATTN: Prod Serv 7181

Parts and Repairs: P:800-243-9700/F:336-548-7801

www.Remington.com

This document is a summary of your request for service. Please review the document for accuracy and to insure the services you are requesting are noted. This information will serve as a guideline for our Service Department to address your specific concerns and provide you with accurate and complete service. **ENCLOSE THIS DOCUMENT WITH YOUR RETURN.**

2211
XV12/79
4.5H

Service Request Number Serial Number / Description
SR00008182

Date of Request: 01/03/2012

Date Printed: 01/03/2012

Customer:

FRED HARRIS
GREEBERG, TRAURIG PA
101 E COLLEGE AVE
TALLAHASSEE, FL 32301 US
Email: harrisf@gtlaw.com

Destination:

Arms Services
14 Hoefler Ave
Ilion, NY 13357 US

Email:

Your request for service on the item(s) will be evaluated by our repairman to determine if it is covered under our warranty policy. If it is your firearm will be repaired and returned. If not, you will be contacted with an estimate before work is performed.

Reason For Return:

M125 - FORWARD TO PRODUCT SERVICE FOR INSPECTION

Service Request Section

Parts and Service Details

Material	Type	Description	Qty Needed	Warranty	Price	Disc	Amount
----------	------	-------------	------------	----------	-------	------	--------

A6850422

Model: 700



RE00253690

could not sup. concern
T.A. dirty & rusty. Replace
TPA, clean & test under
B&P Ron \$20. + ship

Quote

RECEIVED
JAN 16 2012

THIS IS NOT AN INVOICE. This is a pre-estimate to repair, recondition, or replace the item(s) being sent based on the conversation with our representative.

Sub Total: .00
Est Sales Tax: .00

Harris, Fred (Shld-Tal-CP)

From: Mitchell, Christy [Christy.Mitchell@remington.com]
Sent: Tuesday, January 03, 2012 2:19 PM
To: Harris, Fred (Shld-Tal-CP)
Subject: Remington Model 700, Fred Harris

Attachments: mad2-sharp-front@remington.com_20120103_143245.pdf



mad2-sharp-fro
@remington.com

Mr. Harris, please include a copy of this email with the firearm as well as the attached Service Request form. The email inside is important as sometimes the outside label gets damaged in transit and we want to be sure the firearm is logged in correctly. Please mark the small ends of the box "Product Service".

You should receive another email in the next 24 hours containing the UPS prepaid shipping label. Print it and take it to a UPS terminal and they can scan the label and use it for shipment.

I apologize for the inconvenience that this incident has caused and I hope that these actions will keep you a loyal Remington customer.

Sincerely,

Christy Mitchell
Consumer Affairs Administrator/Field Armorer's School Administrator PO Box
700 870 Remington Dr.
Madison, NC 27025-0700
Phone: 336.548.8684
Fax: 336.548.7872
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Dakota Arms, Parker Gun, L.C. Smith, EOTAC, Advanced Armament Corp., Barnes
Bullets, INTC

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ARS LABEL REQUEST FORM

DATE: 01/03/2012	Service Request # SR00008182
QUANTITY: 1	WEIGHT PER PACKAGE: 10 LBS
REQUESTED BY: mitchellcs	email address: Christy.Mitchell@remington.com

Business:	Remington Service PO Box 700 Madison, NC 27025-0700 www.Remington.com
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LABEL INFORMATION

MAIL LABEL TO:	FRED HARRIS GREEBERG, TRAURIG PA 101 E COLLEGE AVE SR00008182 TALLAHASSEE, FL 32301 US Email: harrisf@gtlaw.com
RETURN ITEM TO:	ILN Arms Services



4XX596 JAN 3, 2012 ACT WT 10.0 LBS #PK 1
 SVC GND COM BL WT 10.0 LBS
 TRACKING# 1Z4XX5969067261417 ALL CURRENCY USD
 REF 1:SR00008182
 REF 2:

HANDLING CHARGE 0.00	FRT: 3RD
SHIPMENT PUB RATE CHARGES:	SVC T/P USD
DV 0.00	COD 0.00 RS 1.00
DC 0.00	DGD 0.00
AH 0.00	PR 0.00 ROD 0.00
TOT PUB CHG 10.77	PUB + HANDLING 10.77

ATTN: Prod Serv 7181

NOTE: Please complete and print this form, and then include it with your firearm.

Model Number: <input type="text"/>		Serial Number: <input type="text"/>	
Are you the original owner?: <input type="checkbox"/> YES <input type="checkbox"/> NO			
Name: <input type="text"/>		Date of Purchase: <input type="text"/>	
Address (no PO Boxes): <input type="text"/>			
City: <input type="text"/>		State: <input type="text"/>	Zip: <input type="text"/>
Phone (Daytime): <input type="text"/>		Fax: <input type="text"/>	
E-mail Address: (if e-mail address is provided, notification of receipt and shipment will be sent) <input type="text"/>			
E-mail Address: <input type="text"/>			
<input type="checkbox"/> I would like to receive future e-mail updates from Remington.			
Please describe your problem and date of occurrence:			
500 characters left			
Ammunition Information:			
Manufacturer: <input type="text"/>		Type: <input type="text"/>	
Other (i.e. bullet weight/type, shot size, powder): <input type="text"/>			
Handload Information:			
Powder Used: <input type="text"/>		Powder Weight: <input type="text"/>	
Case/Hull Used: <input type="text"/>		Primer Used: <input type="text"/>	
Bullet Type/Shot Size: <input type="text"/>		Reloader Used: <input type="text"/>	

Please send your firearm back via a traceable method of shipping to the address below.

This Service Request number is only valid for this return.

Please follow these guidelines:

- Include a copy of your proof of purchase to assist in the evaluation of your repair
- Record your serial number for future reference
- Remove any accessories (sling, scope, scope mounts, case, etc.) unless these items are needed to assist in the evaluation.
- Properly package your **unloaded** firearm. Do not ship in your hard case (note: Original boxes are not returned with repair)
- **Do not send live/loaded or spent ammunition with your firearm.**
- Please package the ammunition in a secure carton or box.
- The package should be stuffed to prevent movement.
- Include service request number.
- Shipment of live ammo must be via U.P.S. only.
- Please advise your local U.P.S. mailing center of the contents so that a special Other Regulated Materials-Domestic (ORM-D) label can be applied.

Please let us know of any address change requests by email or phone. Our returns process will take approximately 2-3 weeks to complete and a confirmation email will be sent once we have shipped your firearm.

Should you have any further questions or concerns please don't hesitate to contact us via email (info@remington.com <<mailto:info@remington.com>>) or by phone at 800-243-9700, M-F 9am - 5pm, EST. We look forward to helping you resolve this issue!

Mailing Label:

(cut here)

Arms Services
SR# SR00008182
14 Hoefler Ave
Ilion, NY 13357 US

Email:
Attn: Prod Serv 7181





January 3, 2012

Fred Harris
Greenberg, Traurig PA
101 E. College Ave
Tallahassee, FL 32301

Subject: Case # 7181, Model 700, SR# 8182

Dear Mr. Harris,

Please include a copy of this letter with the firearm as well as the Service Request form. **The letter inside is important as sometimes the outside label gets damaged in transit and we want to be sure the firearm is logged in correctly.** Please mark the small ends of the box "Product Service".

I apologize for the inconvenience that this incident has caused and I hope that these actions will keep you a loyal Remington customer.

Sincerely,

Christy Mitchell
Consumer Affairs Administrator
Phone: 800-243-9700, ext 8684
christy.mitchell@remington.com

enclosure

Remington Arms Company, Inc. • 870 Remington Drive • P.O. Box 700 • Madison, NC 27025
Phone 800-243-9700 • www.remington.com

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter the "Settlement Agreement") is entered into between and among FRED HARRIS (hereinafter referred to as "Releasor"), and REMINGTON ARMS COMPANY, LLC (f/k/a Remington Arms Company, Inc. and hereinafter referred to as "Releasee") (which, with the Releasor, is singularly referred to as a "Party" and collectively are referred to as the "Parties").

WHEREAS, Releasor alleges he sustained property damage to a GMC truck resulting from a shooting incident (hereinafter the "Incident") allegedly involving a Remington Model 700 rifle (Serial No. A6850422) occurring on or about January 1, 2012, in or near Tallahassee, Florida; and

WHEREAS, without any Party admitting any liability, fault, or responsibility for the Incident, injuries, or damages alleged by Releasor, the Parties now desire to settle all existing and potential claims and disputes between and among them.

NOW, THEREFORE, in consideration of the payments, consideration, promises, and covenants contemplated by this Settlement Agreement:

1. Releasor, for valuable consideration in the amount of Two Thousand Eight Hundred Fifty-Three Dollars and Eighty-Two Cents (\$2,853.82) and the repair of Releasor's above described rifle, the receipt and sufficiency of which is hereby acknowledged, hereby fully, firmly, and forever releases, acquits, and discharges Releasee, its present, past, and future shareholders, directors, officers, employees, attorneys, agents, affiliates, contractors, investigators, distributors, dealers, retailers, representatives, successors, privies, predecessors, parent corporations, subsidiary corporations, assigns, and any others acting on their behalves, and any and all other persons and entities, including but not limited to, Sporting Goods

Properties, Inc., E. I. du Pont de Nemours and Company, and Freedom Group, Inc., from any and all claims, damages, petitions, complaints, counterclaims, crossclaims, third-party complaints, loss of consortium claims, loss of society claims, actions, torts, contracts, causes of action, interest, rights or obligations, and/or liens of health care providers, insurers, and attorneys, whether known or unknown, whether contingent or unliquidated, past, present, and future, whether by apportionment of fault or otherwise, of every kind, nature, or description which Releasor now has or may have or could have had arising from or in any way related to the Incident against any person, entity, or actual or potential party whatsoever.

2. Releasor agrees that this Settlement Agreement shall constitute a full and final release of all rights and matters, including all claims which were asserted or could have been asserted in any legal action, and all known and unknown injuries, losses, damages, claims, complaints, pre-existing conditions, and/or past, present, and future aggravations of existing injuries and/or future medical expenses, arising, however remotely, out of or in connection with the Incident.

3. This Settlement Agreement constitutes the entire agreement between the Parties with respect to the subject matter of the Settlement Agreement, and its terms are contractual and not merely a recital. This Settlement Agreement is legally enforceable and binding. Releasor acknowledges that no Party has made any representation, agreement, or promise to do or refraining from doing any act or thing not specifically set forth in this Settlement Agreement. This Settlement Agreement may not be changed, modified, waived, discharged, or terminated except by an instrument in writing signed by the Party against whom enforcement of the change, modification, waiver, discharge, or termination is sought.

4. This Settlement Agreement and General Release is granted in good faith, and in making this determination and in accepting any consideration in the above amount in settlement, Releasor has considered the nature and extent of all relevant injuries and damages, the alleged liability of Releasee, and the expense and delay of proceedings in any legal action. Releasor agrees that the consideration for this Settlement Agreement and General Release is bargained for and exchanged in compromise and satisfaction of any and all claims against Releasee and that no other promises, agreements, or commitments have been made to Releasor as an inducement to execute this Settlement Agreement.

5. Releasor further declares and represents that he understands that in executing this Settlement Agreement, he compromises all of his claims against Releasee; that any legal action would have involved sharply contested issues of fact and law; that the resolution of these issues and the ultimate outcome of any litigation after appeals, if any, cannot be predicted with certainty; that the consideration received for this Settlement Agreement is substantial; and that this consideration could be higher or lower than what might be received was Releasor to pursue any legal action to conclusion in the courts. In making this Settlement Agreement, Releasor relies wholly upon his own judgment, belief, and knowledge regarding the nature, extent, effect, and duration of said injuries, damages, and liability. This Settlement Agreement is made without reliance upon any statement or representation by the Releasee or its representatives or attorneys, the making of any such statements or representations being specifically denied, and Releasor specifically acknowledges that no pressure has been exerted on him and no inducements (other than the considerations recited herein) have been made to him by or on behalf of Releasee to execute this Settlement Agreement.

6. Releasor hereby agrees to defend, indemnify, and hold harmless Releasee, including, but not limited to, Releasee's shareholders, directors, officers, employees, agents, affiliates, attorneys, employees, investigators, insurers, parent corporations, subsidiary corporations, distributors, dealers, retailers, representatives, predecessors, successors, heirs, assigns, and any others acting on their behalf, or on behalf of each of them, from any and all claims, bills, or medical expenses, doctors' bills, hospital bills, automobile repair bills, health care insurer or provider liens, and/or expenses incurred by him, including, but not limited to, attorneys' fees, as a result of the assertion of any claim, action, cause of action, right, or obligation which is released and discharged by this Settlement Agreement or which is in any way related to the Incident.

7. All Parties shall bear their own respective costs, expenses, and attorneys' fees incurred in connection with this matter.

8. This Settlement Agreement shall be governed by the laws of the State of Florida.

9. Releasor acknowledges that this Settlement Agreement shall not be deemed to constitute an admission of any past, present, or future liability or wrongdoing by any Party, all of which have been expressly denied.

10. In executing this Settlement Agreement, Releasor acknowledges that he has read this entire document, that he has had the opportunity to consult an attorney regarding it, and that he fully understands the terms contained in it and the impact of signing same, and signs the same of his own free will. This Settlement Agreement shall be binding on Releasor's heirs, successors, personal representatives, and assigns.

11. Releasor represents and agrees that no civil actions, complaints, lawsuits, or petitions are pending or will be filed, arising out of or in any way related to the Incident.

Releasor will indemnify, defend and hold harmless Releasee from any breach of this representation.

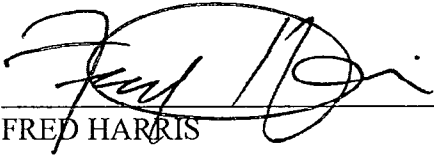
12. Releasors represent that all liens, charges, subrogation interests, or other such claims or liabilities arising out of the Incident, including, but not limited to, any worker's compensation lien, any statutorily created lien, any automobile repair charges or liens, and those of any hospital, health insurer, automobile insurer, or provider, attorney, or any other person or entity, have been paid or will be paid by or on behalf of Releasor. Releasor will indemnify, defend and hold harmless Releasee from any breach of this representation.

13. Releasor represents that he is the sole owner of all of his respective claims, causes of action, and rights arising from the Incident and released in this Settlement Agreement, that he has not assigned any interest in such claims, causes, and rights, and that he possesses full and lawful authority to execute this Settlement Agreement and to fully, effectively, and completely release and extinguish all claims alleged or that could be alleged in any action against any person or potential party whatsoever or that arise in any way out of the Incident, and that he in fact does so by virtue of this Settlement Agreement. Releasor agrees to indemnify, defend and hold harmless Releasee from and with respect to absolutely any and all claims or demands, by whoever made at any time, against it in any way related to the Incident by anyone claiming by, through or under Releasor.

14. The Parties further agree that if, after the date hereof, any provision of this Settlement Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms of this Settlement Agreement, such provision shall be fully severable. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

IN WITNESS WHEREOF, Fred Harris has affixed his signature as his own free act and deed as set forth below.

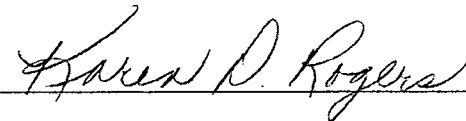
DATED: February 2nd, 2012.


FRED HARRIS

STATE OF FLORIDA)
)SS
COUNTY OF LEON)

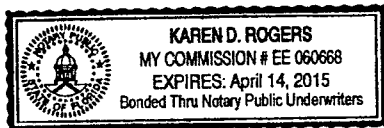
On this 2nd day of February, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared Fred Harris, known to me to be the person who executed the within Settlement Agreement and General Release, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



My Commission Expires:

4-14-15





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