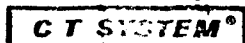


SERVICE OF PROCESS TRANSMITTAL FORM



C T Corporation System
The Corporation Trust Company

RECEIVED

OCT 2 - 1981

R. A. PARTNOY

Hartford, Connecticut
(City) (State)

September 30, 1981
(Date)

(x) Via Certified First Class Mail

RECEIVED () Via Messenger

OCT 2 - 1981

R. B. SPERLING

RE: PROCESS SERVED IN Connecticut
(Jurisdiction)

FOR REMINGTON ARMS COMPANY, INC. DELAWARE
(Name of Company) (Domestic State)

ENCLOSED ARE COPIES OF LEGAL PROCESS SERVED UPON THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

1. TITLE OF ACTION: TERI SEE AND DARREL SEE VS. REMINGTON ARMS COMPANY, INC.
(81-886)
2. DOCUMENT(S) SERVED: Summons, Complaint and Demand For Jury Trial & Request for Production
3. COURT: UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OREGON
4. NATURE OF ACTION: Claim for personal injuries, 10/27/79 resulting from unexpected discharge of Remington Model 700 rifle designed, manufactured and sold by defendant. Total damages of \$290,000 plus costs and disbursements.
5. ON WHOM PROCESS WAS SERVED: C T CORPORATION SYSTEM, HARTFORD, CT.
6. DATE AND HOUR OF SERVICE: 9/30/81 at 11:00 am
7. APPEARANCE OR ANSWER DUE: TWENTY DAYS AFTER SERVICE OF SUMMONS, EXCLUSIVE DAY OF SERVICE
8. PLAINTIFF'S ATTORNEY(S): Peter R. Chamberlain, Bodyfelt, Mount & Stroup, 229 Mohawk Bldg., 222 S.W. Morrison, Portland, OR 97204 (503-243-1022)
9. REMARKS:

KINDLY ACKNOWLEDGE RECEIPT BY SIGNING
THE CARBON COPY AND RETURNING IT TO →

Signed C T CORPORATION SYSTEM

Per *Crissey Benzinger*
Crissey Benzinger

Address 799 Main St.

Hartford, CT 06103

United States District Court **RECEIVED**

FOR THE

OCT 2 - 1981

DISTRICT OF OREGON

R. A. PARTNOY

CIVIL ACTION FILE NO. 81-886

TERI SEE and DARREL SEE,
wife and husband,

Plaintiff

v.

SUMMONS

REMINGTON ARMS COMPANY, INC.,
a Delaware corporation,

Defendant

To the above named Defendant :

You are hereby summoned and required to serve upon PETER R. CHAMBERLAIN
of the law firm of BODYFELT, MOUNT & STROUP,

plaintiff's attorney , whose address 222 S.W. Morrison, Room 229, Portland,
Oregon, 97204,

an answer to the complaint which is herewith served upon you, within 20 days after service of this
summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be
taken against you for the relief demanded in the complaint.

ROBERT M. CHRIST

Clerk of Court.

Cindy Sherwood
Deputy Clerk.

Date: 9/22/81

[Seal of Court]

NOTE:—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

9-30-81
Francis M. Delucco
CHIEF DEPUTY SHERIFF
HARTFORD COUNTY

1 E. Richard Bodyfelt
2 Peter R. Chamberlain
3 BODYFELT, MOUNT & STROUP
4 229 Mohawk Building
5 222 S.W. Morrison
6 Portland, OR 97204
7 Telephone: (503) 243-1022
8
9 Of Attorneys for Plaintiff

I HEREBY CERTIFY THAT THE FORE-
GOING IS A TRUE COPY OF THE
ORIGINAL FILED

Attorneys For

8 UNITED STATES DISTRICT COURT
9 FOR THE DISTRICT OF OREGON

10 TERI SEE and DARREL SEE,)
11 wife and husband,)
12 Plaintiffs,) Civil No. 81-886
13 v.)
14 REMINGTON ARMS COMPANY, INC.,) C O M P L A I N T
15 a Delaware corporation,) (Civil Action for Personal
16 Defendant.) Injury and Loss of Consortium)
17 AND DEMAND FOR JURY TRIAL

18 For her CLAIM FOR RELIEF, plaintiff Teri See alleges:

19 I

20 Plaintiff is an individual who, at all material times,
21 resided within and is a citizen of the State of Oregon.

22 II

23 Defendant is a Delaware corporation and is a citizen of
24 that state.

25 III

26 The amount in controversy, exclusive of costs, exceeds
\$10,000.

///

1 IV

2 Jurisdiction of this Court is pursuant to 28 USC 1332.

3 V

4 Defendant is in the business of designing, manufacturing
5 and selling firearms, including a rifle known as a Remington
6 Model 700.

7 VI

8 On or about October 27, 1979, plaintiff suffered per-
9 sonal injury, as more fully set forth below, as a result of the
10 unexpected discharge of a Remington Model 700 rifle designed,
11 manufactured and sold by defendant.

12 VII

13 At the time said rifle left defendant's hands, it was in
14 an unreasonably dangerous and defective condition in the follow-
15 ing particulars:

16 (1) The rifle could not be unloaded without disengaging the
17 safety; and

18 (2) The trigger mechanism could be moved despite the fact
19 that the safety was engaged; and

20 (3) The trigger mechanism was designed such that it was
21 susceptible to becoming contaminated by dirt and debris; and

22 (4) The rifle failed to meet the reasonable expectations of
23 the average consumer in that it discharged without warning as the
24 safety was being disengaged; and

25 (5) The rifle was sold and placed in the stream of commerce
26 without adequate warnings and instructions.

VIII

The rifle was in substantially the same condition at the time it caused plaintiff's injuries as it was when it left defendant's hands and was being handled in a manner foreseeable to defendant.

IX

As a result of the above-described accident, plaintiff suffered injury, including severe and permanent injury to both of her legs, which has required medical care, all to plaintiff's general damages in the sum of \$250,000. In addition, plaintiff has incurred special damage, including lost wages, medical expenses and hospitalization expenses in the sum of \$15,000.

X

Plaintiff will incur additional medical expenses in the future.

XI

Plaintiff's earning capacity has been impaired.
For his CLAIM FOR RELIEF, plaintiff Darrel See alleges:

XII

Plaintiff is an individual who, at all material times, resided within and is a citizen of the State of Oregon.

XIII

Realleges paragraphs II, III, IV, V, VII, and VIII.

XIV

On or about October 27, 1979, plaintiff's wife suffered personal injury, as more fully set forth above, as a result of

1 the unexpected discharge of a Remington Model 700 rifle designed,
2 manufactured and sold by defendant.

3 XV

4 The unreasonably dangerous and defective condition of
5 the rifle caused plaintiff's wife's injuries, more fully
6 described above, and caused plaintiff the loss of companionship,
7 society and services of his wife, all to plaintiff's damages in
8 the sum of \$25,000.

9 WHEREFORE, plaintiff Teri See prays for judgment against
10 defendant as follows:

- 11 1. For \$250,000 general damages;
12 2. \$12,500 for medical expenses and hospitalization
13 expenses incurred to date;
14 3. \$2,500 for lost wages;
15 4. For her costs and disbursements incurred herein;

16 And plaintiff Darrel See prays for judgment against
17 defendant as follows:

- 18 5. For \$25,000 on his claim for relief for loss of consor-
19 tium; and
20 6. For his costs and disbursements incurred herein.

21 BODYFELT, MOUNT & STROUP

22 By Peter R. Chamberlain
23 Peter R. Chamberlain, Of
Counsel for Plaintiffs

24 Plaintiffs demand trial by jury.

25 BODYFELT, MOUNT & STROUP

26 By Peter R. Chamberlain
Peter R. Chamberlain, Of
Counsel for Plaintiffs

1 E. Richard Bodyfelt
Peter R. Chamberlain
2 BODYFELT, MOUNT & STROUP
229 Mohawk Building
3 222 S.W. Morrison
Portland, OR 97204
4 Telephone: (503) 243-1022

5 Of Attorneys for Plaintiff
6
7

8 UNITED STATES DISTRICT COURT
9 FOR THE DISTRICT OF OREGON

10	TERI SEE and DARREL SEE,)	
	wife and husband,)	
11)	
	Plaintiffs,)	Civil No. 81-886
12)	
	v.)	
13)	
	REMINGTON ARMS COMPANY, INC.,)	REQUEST FOR PRODUCTION
14	a Delaware corporation,)	
)	
15	Defendant.)	

16 Pursuant to FRCP 34, plaintiffs request that defendant
17 produce for inspection and copying, within 45 days from the date
18 of service of this Request, the documents set forth below. As
19 used in this Request, the word "document" shall be given its
20 broadest possible meaning and shall include, but not be limited to,
21 all forms of documents set forth in FRCP 34(a). Production shall
22 be at the offices of Bodyfelt, Mount & Stroup, 222 S.W. Morrison,
23 Room 229, Portland, Oregon, 97204.

24 DOCUMENTS

25 1. Exemplars of all product literature provided or intended
26 for provision to purchasers of the Remington Model 700 rifle for

Page REQUEST FOR PRODUCTION

1 the five-year period preceding October 27, 1979.

2 2. All service manuals produced and used or intended for use
3 by defendant in the repair, replacement or servicing of the Rem-
4 ington Model 700 rifle for the five-year period preceding Oct-
5 ober 27, 1979.

6 3. All design and manufacturing drawings and specifications
7 relating to any and all safety mechanisms used, intended for use
8 (whether used or not), proposed for use (whether used or not), or
9 deleted from use on defendant's Model 700 rifle.

10 4. All design and manufacturing drawings and specifications
11 relating to any and all trigger mechanisms used, intended for use
12 (whether used or not), proposed for use (whether used or not), or
13 deleted from use on defendant's Model 700 rifle.

14 5. All product complaints, claims, notices, lawsuits, letters,
15 memoranda or other information received, or generated, by defendant
16 that claim, indicate, suggest or conclude that defendant's Model 700
17 rifle discharged when the safety was being disengaged.

18 6. All documents which relate in any way to any recall cam-
19 paigns for defendant's Model 700 rifle. *RBS*

20 7. All documents which relate in any way to any recall cam-
21 paigns for defendant's Model 600 rifle.

22 8. All documents relating to all tests performed by defendant
23 on its Model 700 rifle. */ The combination,*

24 9. All documents relating to all tests performed by defendant
25 on its Model 600 rifle.

26 10. All primary and excess insurance policies which do or may

1 provide coverage for all or part of plaintiffs' claims.

2 11. All memoranda, correspondence, reports, letters or
3 other documents generated as part of defendant's design, manu-
4 facture, testing and/or modification of the safety mechanisms
5 on defendant's Model 600 rifle.

6 12. All memoranda, correspondence, reports, letters or
7 other documents generated as part of defendant's design, manu-
8 facture, testing and/or modification of the trigger mechanisms
9 on defendant's Model 600 rifle.

10 13. All manufacturing, trade and governmental standards,
11 codes or regulations with which defendant complied or attempted
12 to comply, whether suggested, voluntary or mandatory in the design,
13 manufacture and sale of the Remington Model 600 rifle.

14 DATED this 18th day of September, 1981.

15 BODYFELT, MOUNT & STROUP

16
17 By 

18 Peter R. Chamberlain, of
19 Counsel for Plaintiffs
20
21
22
23
24
25
26

EDC-100M-10-80

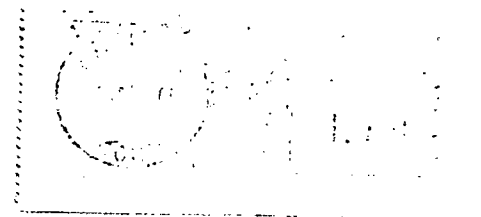
C T CORPORATION SYSTEM



CT CORPORATION SYSTEM
799 MAIN STREET
HARTFORD, CONN. 06103

OCT 2 - 1981

R. A. PARTNOY



RETURN RECEIPT REQUESTED

CERTIFIED MAIL

P 304 139 640

CERTIFIED MAIL

R. A. PARTNOY, GEN. CSL.
REMINGTON ARMS COMPANY, INC.
939 BARNUM AVE.
BRIDGEPORT, CT. 06601