

Bodyfelt Mount & Stroup

attorneys at law

229 Mohawk Building
222 S.W. Morrison St.
Portland, Oregon 97204
Telephone 503 243-1022

E. Richard Bodyfelt
Barry M. Mount
Roger K. Stroup

Peter R. Chamberlain

August 18, 1981

Remington Arms Company
939 Barnum Avenue
Bridgeport, CT 06602

Gentlemen:

I represent Teri See and her husband, Darrell See, relative to a gun shot wound suffered by Mrs. See on October 27, 1979. We have been in contact with Chuck Jackson, Claims Adjuster for Liberty Mutual, relative to this claim. Remington has been afforded an opportunity to examine the rifle. That examination was conducted in April of this year. I will not recite the factual setting which gave rise to Mrs. See's injuries as I believe you are apprised of the facts.

Our expert has conducted a thorough examination of this rifle. His findings and conclusions indicate that the rifle is defective in design and that such defects were the cause of Mrs. See's injuries. It is apparent from his inspection that the trigger mechanism on this rifle had never been tampered with since the date of manufacture. Yet, this rifle discharged when the safety lever was disengaged, severely and permanently injuring Mrs. See.

Our expert is critical of your design in several aspects. In particular, he has pointed out that this rifle cannot be unloaded without disengaging the safety. Such a design is an invitation to injury. There is no reason this rifle could not have been designed such that it could be unloaded without disengaging the safety. Other rifles, even other Remington rifles, are so designed.

Another criticism which he levels against the design of this rifle is that the trigger can be moved, despite the fact that the safety is on. Thus, if anything exerts even minimal pressure on the trigger mechanism, the gun will discharge when the safety is disengaged. Such a design might be tolerable were it necessary to the functioning of the device. However, as Remington well knows, these devices can be designed to avoid such obviously dangerous conditions. Remington does it. Other manufacturers do also. In the face of such obvious, inexpensive, safe alternative designs, only one description appropriately describes this gun: It is unreasonably dangerous.

RECEIVED

AUG 21 1981

R. B. SPERLING

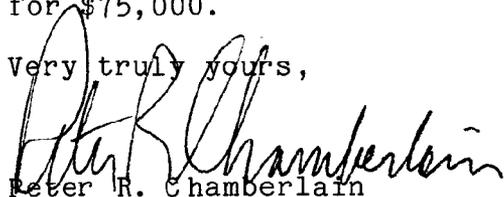
Remington Arms Company
August 18, 1981
Page Two

A bit about Mrs. See's injuries is warranted at this point. She was at home at the time. Her family was there. When the rifle discharged, it ripped through both of her thighs. The gaping holes which were left in her legs have been treated surgically numerous times. Problems with her knees have developed. Thankfully, she can walk. However, she has been left seriously and permanently injured. Medical expenses in excess of \$12,000 have been incurred. It, quite obviously, has been and will be a long and painful ordeal and one which has taken and will take its toll on the marital/family relationship as well. Copies of medical reports and hospital records received to date are enclosed.

The purpose of this letter is to attempt to settle the Sees' claim. It is written in a spirit of compromise. If it is unsuccessful in bringing about settlement or, at the very least, serious negotiation, by September 1, 1981, we will file an action in the United States District Court for the District of Oregon on behalf of the Sees, at which time we will seek general damages in the sum of \$250,000 for Mrs. See, plus her medical expenses and lost wages. In addition, we will seek damages for loss of consortium in the sum of \$25,000. In view of Remington's utter lack of concern for human safety in the design of its rifles (as reflected in its similar problems with its 600 Series rifles), we must also seriously consider seeking a substantial award of punitive damages.

Until September 1, 1981, I am authorized to settle these claims for \$75,000.

Very truly yours,



Peter R. Chamberlain

PRC: lmp

cc: Philip L. Nelson
Mr. and Mrs. See
Chuck Jackson - No. P604-8934REG

SEE, TER:

TIMOTHY A. PATRICK, MD

204

020-952

DISCHARGED: 11-22-79

ADMITTED: 10-27-79

HOSPITAL COURSE AND SUMMARY: A 26 year old female.

HISTORY: This patient was admitted following a gunshot accident in which she sustained a blast injury effect injury to the medial aspect of both thighs; this apparently when a rifle (6 mm) was discharged behind her. The patient presented to the emergency room with a fairly sizeable defect involving skin, muscle and subcutaneous tissues of the medial aspect of the right thigh and the left thigh the defect was more superficial, apparently involving only subcutaneous tissues and skin. Each defect, however, was approximately 6 to 8 inches in greatest diameter.

PHYSICAL EXAMINATION: Was unremarkable. This was an otherwise healthy 26 year old female who sustained this accident.

The patient was seen in consultation by Dr. Zimmerman and essentially the findings are as noted above. The patient's physical examination was unremarkable.

ADMITTING LABORATORY DATA: Included a hemoglobin of 14.7, a hematocrit 43%, white count 15.7 with 49% segs, 38% lymphs. Urinalysis showed the presence of no significant bacteria, specific gravity 1.010 and a pH of 5.0

HOSPITAL COURSE: Following a workup, the patient was taken to surgery on the evening of 10-27-79 and she underwent an extensive debridement and exploration of the gunshot wounds of both of her thighs. Blood vessels were ligated as selectively identified and all tissue that appeared to be non-viable was excised. This entailed a considerable amount of dissection back to good viable tissue, particularly in the right thigh where the medial muscles of the quad mechanism was primarily injured. The patient had a superficial defect on the medial aspect of the left thigh which again was quite sizeable. This was controlled primarily with electrocautery. The patient, post-operatively, did fairly well. She had some serous drainage from the wounds but this gradually and progressively subsided. On 10-30-79 the patient underwent a dressing change in surgery under general anesthesia for the gunshot wounds involving both thighs. The wounds at that time appeared to be quite clean and additional debridement was performed at that time. Again on 11-2-79, the patient underwent debridement and dressing change of both thighs. A culture at that time grew out an acinetobacter calcoaceticus sensitive to Tetracycline and the patient was started on Vibramycin. An additional dressing change was done on 11-5-79 and the wounds appeared to be granulating in quite nicely. On 11-9-79 the patient underwent a split thickness skin graft to the left thigh wound and a dressing change of the right thigh. Post-operatively the patient continued to improve and the skin graft appeared to be improving steadily. The patient was taken back to surgery for the final visit on 11-13-79 and at that time underwent a split thickness skin graft to the right thigh. By this time it had been determined that the skin graft to the left thigh had approximately a 95% take. The patient, postoperatively continued to improve. Dressings were improved from the right thigh on the 15th of November and local wound care was then instituted. The patient continued to improve steadily and was found fit for discharge on 11-22-79. The patient was given no dietary restrictions. She was cautioned against any strenuous activities and was advised on the care of her wounds. She was also advised to keep a light dressing over these wounds, particularly when she was wearing a lot of heavy clothes. She was given Talwin 50 mgm, 1 q 4-6 hours prn for pain as well as additional dressings and she was to see me in the office on

CONTINUED NEXT PAGE

SEE, TER:

SEE, TERI

TIMOTHY A. PATRICK, MD

204

020-952

DISCHARGE SUMMARY: Continue from page one

11-26-79.

DISCHARGE DIAGNOSIS:

1. Gunshot wound, medial aspect both thighs, right more severe than left.

OPERATIONS:

1. 10-27-79: Debridement and exploration of gunshot wounds of both thighs and open packing of wounds.
2. 11-30-79: Dressing change, gunshot wounds both thighs and debridement.
3. 11-2-79: Debridement and dressing change, gunshot wound both thighs.
4. 11-5-79: Dressing change and debridement, gunshot wound both thighs.
5. 11-9-79: Split thickness skin graft to left thigh wound and dressing change, right thigh.
6. 11-13-79: Split thickness skin graft to right thigh.

COMPLICATIONS: None

CONSULTATIONS: Surgical consultation by Dr. Patrick.

TAP/jlt

cc:TAP

12-10-79/12-10-79

TIMOTHY A. PATRICK MD

SEE, TERI

TIMOTHY A. PATRICK, M.D., F.A.C.S., P.C.
PHYSICIAN AND SURGEON
2200 EXCHANGE STREET
ASTORIA, OREGON 97103

DIPLOMATE AMERICAN BOARD OF SURGERY

PRACTICE LIMITED TO
GENERAL, VASCULAR AND THORACIC SURGERY

January 16, 1980

Philip L. Nelson
Attorney at Law
555 Bond
Astoria, Oregon 97103

RE: TERRY SEE

Dear Mr. Nelson:

You have requested information regarding the above named patient. She was admitted to the Columbia Memorial Hospital, subsequent to a gun shot wound, which occurred at home from an unloaded rifle.

At the time of the patients admission she had extensive, but superficial loss of skin and fat from the medial aspect of the left thigh, with no involvement of muscle tissues. This defect measured approximately 8 by 5 inches in greatest diameters. The defect on the medial aspect of the right thigh measured approximately 10 by 7 inches in greatest diameters and involved not only skin and subcutaneous fat, but also an extensive amount of muscles down to and in close proximity to the superficial femoral artery on the right. There was no significant motor deficit involving the right leg nor was there any significant injury to the neurovascular supply to the right lower leg. The muscles involved were the sartorius, the adductor longus, the gracilis, and adductor magnus. The adductor magnus was only partially injured as was the adductor longus.

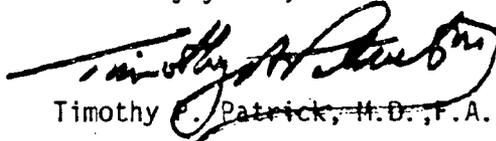
These wounds were widely debrided and cleansed on 10-17-79 and the patient subsequently underwent debridement and dressing changes on 10-30-79, 11-2-79, and 11-5-79. On 11-9-79 the patient underwent split thickness skin graft to the left thigh wound with significantly good healing. On 11-13-79 the gun shot wound of the right thigh was repaired with a split thickness skin graft. The patient subsequently has done very nicely and has had no complications whatsoever subsequent to these procedures. She has returned to normal activities and is instructed to return to parttime work as of her visit today in the office (1-11-80).

Philip L. Nelson
January 16, 1980
Page 2

As far as any lasting disability in this patient, I can envision essentially none, as she has been returning quite rapidly to normal activity. She does have some disfiguring wounds and I do not feel that these will require plastic surgery to correct, as I think that the grafts will gradually contract, leaving essentially a very minimal defect. The patient does describe a minimal amount of weakness in the adductor mechanism of the right leg, but I do not think that this will cause her any long time disability. She should be started on some exercises and I have elected to instruct her to do that as of today.

If there is any additional information you require, please do not hesitate to write or call my office.

Sincerely yours,



Timothy P. Patrick, M.D., F.A.C.S.

TAP/mkk

CHESTER S. McLAUGHLIN, M.D.
Orthopedic Surgery, Hand Surgery and Fractures
P. O. BOX 574 - ASTORIA, OREGON 97103
PHONE 325-0017

September 10, 1980

Philip L. Nelson
Attorney-at-Law
555 Bond
Astoria, Oregon 97103

RE: Teri See

Dear Mr. Nelson:

I am in receipt of your letter dated 22 August 1980 with regards to the above named patient. Ms. Teri See was involved in a serious accident and she sustained a rifle shot to the medial aspect of the distal portion of the right thigh. Her initial treatment was carried out by Timothy A. Patrick, M. D. of Astoria, Oregon. For your records, I am enclosing a copy of the patient's treatment period while she was with Dr. Patrick.

I first saw Ms. See in my office on 1 April 1980 because of right lower extremity weakness with knee pain and stiffness. Initial physical evaluation with regards to the right lower extremity showed a very large soft tissue defect along the distal medial portion of the right thigh above the knee. She had tenderness to palpation about the right knee and limited range of motion. She had extension to zero degrees and flexion to 100 degrees. There was a trace of swelling within the right knee but the ligamentous structures about the right knee were within normal limits.

Her initial treatment consisted of physical therapy exercises to increase the existing musculature about the thigh to give the knee further support. Also, the patient was advised to receive plastic surgical consultation to see if some plastic surgical procedure was available in order to cover the soft tissue defect to make the thigh cosmetically improved.

Because of continued complaints with the right knee, an arthrogram was obtained of the right knee but the arthrogram was "equivocal" indicating that no definitive diagnosis of intransic problems within the knee could be made.

The patient was last seen in my office on 10 June 1980 with the recommendation that she return for re-evaluation in 6 weeks time. An appointment was given to her for 8 July 1980 but she did not keep that appointment.

It was my understanding with the patient's last visit that she was to undergo plastic surgery in Portland, Oregon. I have not heard as yet

Philip L. Nelson
RE: Teri See
Page Two

whether or not the patient underwent the plastic surgical procedure.

Very sincerely yours,

A handwritten signature in cursive script, appearing to read "C. S. McLaughlin".

C. S. McLaughlin, M.D.

CSM/ez
Encl:

Bridgeport Claims

Bodyfelt
Mount & Stroup

E. Richard Bodyfelt
Barry M. Mount
Roger K. Stroup
Peter R. Chamberlain

attorneys at law

229 Mohawk Building
222 S.W. Morrison St.
Portland, Oregon 97204
Telephone 503.243.1022

RECEIVED

FEB 4 - 1981

R. B. SPERLING

January 15, 1981

BOB

1.8.81

Mr. Chuck Jackson
Claims Adjuster
Liberty Mutual
1500 N.E. Irving Street
Portland, OR 97232

JAN 19 1981

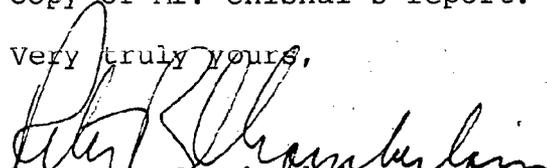
Dear Mr. Jackson:

Re: See v. Remington Arms Company, P604-8934REG

This will confirm, pursuant to our conversation of January 14, 1981, that it is your understanding that Mr. Chisnal of Remington Arms now has the rifle involved in this claim for inspection. I would appreciate it if you would contact Mr. Chisnal and confirm that he understands that he is not authorized, under any circumstances, to dismantle the trigger mechanism of the rifle itself. The purpose of the initial inspection is to allow Remington to verify that the mechanism has never been dismantled. After this verification has been obtained, our expert will perform disassembly of the trigger mechanism and we will then, again, afford Remington an opportunity to inspect the trigger mechanism.

This will also confirm that you have agreed to provide me with a copy of Mr. Chisnal's report.

Very truly yours,


Peter R. Chamberlain

PRC/veg

JAN 20 1987

RONALD L. MILLER
PHILIP L. NELSON
ATTORNEYS AT LAW
555 BOND
ASTORIA, OREGON 97103
503/325-2931

See ✓
RECEIVED
MAY 12 1980
R. B. SPERLING

May 8, 1980

Mr. R. B. Sperling
Associate Counsel
Remington Arms Company, Inc.
Bridgeport, Connecticut 06602

Mr. Ron Kesler
Liberty Mutual Insurance Companies
1500 NE Irving
Portland, Oregon 97232

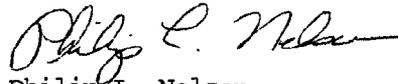
RE: Teri See

Gentlemen:

Enclosed is a copy of a covenant not to sue which was executed by Mr. and Mrs. See. It was signed by the Sees on April 8, 1980 and the transaction was finalized on April 29, 1980 with Grange Mutual Insurance Company.

I have notified you by letter on February 5, 1980 of the possible claims against Remington. We are exploring the matter further to determine whether Remington is responsible for manufacturing a dangerous and defective rifle.

Sincerely,



Philip L. Nelson
Attorney at Law

PLN/mls
encl

COVENANT NOT TO SUE

The undersigned, TERI SEE and DARRELL SEE, claim damages for injuries occurring from an accident at the home of STEVEN BOUDREAU and STARR BOUDREAU, Route 1 Box 993, Astoria, Oregon on October 27, 1979.

The undersigned desire to settle all claims against STEVEN BOUDREAU and STARR BOUDREAU, their successors, assigns, agents and their insurance carrier, Grange Mutual Insurance Company, hereinafter referred to as the settling parties.

It is the desire of the undersigned to pursue any and all claims they have against certain other persons, firms and corporations, including the Remington Arms Company, arising from the said accident.

It is the desire of the undersigned and the settling parties to receive and to pay the consideration referred to hereinafter as a portion of the damages suffered by the undersigned as a result of the above referred to accident.

NOW, THEREFORE, for the sole consideration of Twenty-Five Thousand Dollars (\$25,000.00) paid to the undersigned by Grange Mutual Insurance Company, the undersigned hereby covenant and agree with the settling parties as follows:

1. The undersigned will make no further claims or demands and will bring no action, suit or proceeding of any nature whatsoever including loss of consortium and loss of services against the settling parties, their successors, assigns or agents for any injuries or damages resulting from or arising out of the aforementioned accident.

2. The payment on behalf of the settling parties is not to be construed as an admission of liability on behalf of STEVEN BOUDREAU and STARR BOUDREAU, and the settling parties hereby deny liability to the undersigned or any other person, firm or corporation resulting from the aforementioned accident.

3. It is further understood and agreed that the intent of the undersigned and the settling parties is to preserve all rights the undersigned may have against Remington Arms Company and any other person, firm or corporation arising out of the aforementioned accident.

4. This covenant is intended to and does include all claims which the undersigned have against the settling parties, not only for all known injuries, losses and damages, but any and all further injuries, losses or damages which may not now be anticipated or known but which may develop or be discovered hereafter, including all effects and consequences thereof.

5. This covenant not to sue is entered into pursuant to ORS 18.440 et. seq.

THE UNDERSIGNED HAVE READ AND UNDERSTOOD THIS AGREEMENT.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this
8th day of April, 1980.

/s/ Teri See
Teri See

/s/ Darrell See
Darrell See

STATE OF OREGON)
) ss:
County of Clatsop)

On April 8, 1980, the above-named Teri See
and Darrell See appeared before me and personally acknowledged the
foregoing instrument to be their voluntary acts and deeds.

/s/ R. L. Reinbach
Notary Public for Oregon
My Commission expires: 9/17/82

APPROVED AS TO FORM:

/s/ Philip L. Nelson
Attorney for Teri See and
Darrell See

RONALD L. MILLER
PHILIP L. NELSON
ATTORNEYS AT LAW
555 BOND
ASTORIA, OREGON 97103
503/325-2931

RECEIVED

FEB 19 1980

R. B. SPERLING

February 5, 1980

Remington Arms Company
Bridgeport, Connecticut 00602

Gentlemen:

Please be advised that this office represents Teri See. Mrs. See was seriously wounded on October 27, 1979 when she was shot by a Model 700 Remington rifle.

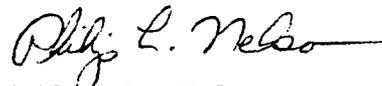
According to the police report, the owner of the rifle, Stephen D. Boudreau, was releasing the safety when it discharged. The bullet went through both of Mrs. See's legs. She suffered considerable loss of tissue, skin and muscle to her thighs. She was hospitalized for 26 days, underwent surgery four times and is now recovering at home.

It appears at this time that Mrs. See has been damaged in the sum of \$250,000.00. We have been in contact with Mr. Boudreau's homeowner's insurance company regarding settlement. It appears at this time that the insurance company will tender the policy limits in exchange for a covenant not to sue. Should such a settlement be reached, then Remington Arms Company will be given notice of all the terms of the covenant and settlement.

Boudreau's rifle appears to be defective in one of two ways. First, the safety is defective since it allowed the rifle to discharge. Second, the trigger is defective since the rifle could discharge by simply handling the rifle.

This letter is intended to give you notice about Mrs. See's claim. Please do not hesitate to contact me if you have any further questions.

Sincerely,

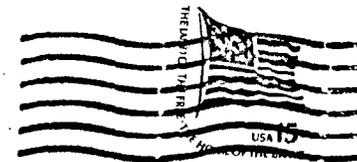


Philip L. Nelson
Attorney at Law

PLN/mls

cc: Teri See

RONALD L. MILLER
PHILIP L. NELSON
ATTORNEYS AT LAW
555 BOND
ASTORIA, OREGON 97103



J. Miller

Remington Arms Company
Bridgeport, CT 00602

DATE OF ACCIDENT 10-27-79		CLAIM NUMBER		
DATE OF YOUR REPORT 2-26-80		SERIES NO. P 604	OFFICE NO. 8934	SUFFIX 01
RE: Teri see		PLACE OF ACCIDENT Astoria, Oregon		
YOUR NO. (REPORT-LOCATION-CAR OR UNIT) OR LOCATION ADDRESS		YOUR DRIVER'S NAME		
<input type="checkbox"/> WE ACKNOWLEDGE RECEIPT OF YOUR REPORT OF THE ABOVE ACCIDENT. PLEASE ADVISE US PROMPTLY OF ANY FURTHER DEVELOPMENTS THAT COME TO YOUR ATTENTION, REFERRING TO OUR FILE NUMBER GIVEN ABOVE.				
<input type="checkbox"/> WE ACKNOWLEDGE YOUR TELEPHONE REPORT OF THE ABOVE ACCIDENT. IT IS NECESSARY THAT THIS REPORT BE CONFIRMED IN WRITING. PLEASE SEND A WRITTEN REPORT AS SOON AS POSSIBLE.				
LIBERTY MUTUAL OFFICE 1500 NE Irving DATE 2-28-80				
<input type="checkbox"/> SINCE THIS ACCIDENT OCCURRED IN A TERRITORY NOT SERVICED BY THIS OFFICE, WE ARE REFERRING YOUR REPORT TO OUR OFFICE AT:				
(NO. AND STREET)	(CITY)	(STATE)	(ZIP)	

ASC-669 R12 PRINTED IN U.S.A.

LIBERTY MUTUAL
Insurance Companies
1500 N.E. IRVING ST.
Portland, Ore. 97232

PORTLAND, ORE.
1 PM
28 FEB
1980

PORTLAND, ORE.
FEB 28 '80
OREG

RELEASED TO THE NEW
MARCH OF DIMES
U.S. POSTAGE
PS 015040

J. Buckle

Remington arms CO.
939 Barnum Ave.
Bridgeport, Ct.

DATE OF ACCIDENT 10/27/79		CLAIM NUMBER	
DATE OF YOUR REPORT 2/21/80	SERIES OFFICE NO. PD 186	SERIAL 8178	SUFFIX
RE: SEE, E TERI	PLACE OF ACCIDENT ASTORIA, OREGON		
YOUR NO. (REPORT-LOCATION-CAR OR UNIT) (LOCATION ADDRESS) NS	YOUR DRIVER'S NAME		
<input type="checkbox"/> WE ACKNOWLEDGE RECEIPT OF YOUR REPORT OF THE ABOVE ACCIDENT. PLEASE ADVISE US PROMPTLY OF ANY FURTHER DEVELOPMENTS THAT COME TO YOUR ATTENTION, REFERRING TO OUR FILE NUMBER GIVEN ABOVE. <input type="checkbox"/> WE ACKNOWLEDGE YOUR TELEPHONE REPORT OF THE ABOVE ACCIDENT. IT IS NECESSARY THAT THIS REPORT BE CONFIRMED IN WRITING. PLEASE SEND A WRITTEN REPORT AS SOON AS POSSIBLE. LIBERTY MUTUAL OFFICE _____ DATE _____ <input checked="" type="checkbox"/> SINCE THIS ACCIDENT OCCURRED IN A TERRITORY NOT SERVICED BY THIS OFFICE, WE ARE REFERRING YOUR REPORT TO OUR OFFICE AT: 1500 N.E. IRVING ST., PORTLAND, OREGON 97232 (NO. AND STREET) (CITY) (STATE) (ZIP)			

ACC 660 011 PRINTED IN U.S.A.

42A 1142 021

BRIDGEPORT, CONN DEST



J. Burke

REMINGTON ARMS CO.

939 BARNUM AVE.

BRIDGEPORT, CT