

**DON'T SAY IT-WRITE IT**

To Jim Huegji Location \_\_\_\_\_ Phone No. \_\_\_\_\_  
 From \_\_\_\_\_ Location \_\_\_\_\_ Date 8/9/81  
 Subject See

Attached is all non-confidential field materials on the four cases:

Brown, Lopez, Parker, and Toltzman.

*R. S. Perkins*

RD 778

STOP, LOOK, AND LIVE



GREGG R. PARKER AND CAROL ANN PARKER \$ IN THE DISTRICT COURT  
 \$  
 VS. 112th JUDICIAL DISTRICT  
 \$  
 REMINGTON ARMS COMPANY, INC., LARRY L. ROBERTS, Applicant \$ SUTTON COUNTY, TEXAS  
 for the Estate of MELTON L. ROBERTS, DECEASED, D/B/A \$  
 ROBERTS HARDWARE AND FALCON MARINE INC., D/B/A FALCON \$  
 MARINE, INC. of ODESSA \$

INTERROGATORIES TO PARTIES

TO: REMINGTON ARMS COMPANY, INC.  
 and/or its attorneys, Kleberg S. Weil  
 c/o J. Robert McKissick, Attorney for Defendant  
 P. O. Box 2446  
 Corpus Christi, Texas 78403

NOW COMES Plaintiff, in the above styled and numbered cause and moves the Defendant, REMINGTON ARMS COMPANY, INC., pursuant to the Texas Rules of Civil Procedure, Rule 168, to answer the following interrogatories propounded to said party Defendant. The said Defendant is hereby placed on notice that such interrogatories shall be answered separately and fully, in writing, under oath, and be signed by the party giving such answers, or the attorney of said Defendant. Under said rules, the answers to the hereinafter propounded interrogatories shall be returned Plaintiff's attorney in not more than thirty-one (31) days from the date of service of such interrogatories.

Interrogatories propounded are as follows:

- RRS 1. Please state the name, address and occupation of each person supplying answers to these interrogatories.
- RRS 2. What is the state of incorporation of the Defendant at the present time?
- 3. Do you maintain production records that indicate the date that a Remington 700 BDL, Bolt Action 243, Serial No. 6399226 was designed, manufactured and distributed by your corporation?
- 4. If your answer is "yes" to the preceding interrogatories, then please state:
  - a. The dates you began manufacturing this model?
  - b. The step-by-step process employed to design said model?
  - c. The step-by-step process employed to manufacture said model?
  - d. The step-by-step process employed to sell said model?
  - RRS e. The step-by-step quality control procedures used to test

LAW OFFICES OF SOUTHERN BULLDOG & LYONS INC

said model throughout the design, manufacturing and marketing stages?

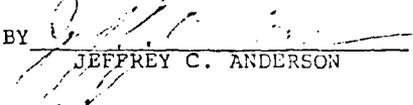
5. Do you still design, manufacture, and sell this model?
6. If the answer to the preceding interrogatories is "no", please state:
  - a. The date you discontinued production of these models?
  - b. Whether technical difficulties prompted your decision to discontinue production of these models, and if so, describe them?
  - c. A description of any change or modification in design that was made in any subsequent models, and the reasons for such changes or modifications.
7. Do you manufacture all of the component parts that go in to make the Remington 700 BDL, Bolt Action 243? If not, please state what component parts you do not manufacture, and the names and addresses of those persons who do.
8. Did you <sup>no</sup> design and manufacture the safety mechanism on the Remington 700 BDL, Bolt Action 243, Serial No. 6399226?
9. Did you do all of your own testing of the safety mechanism on the Remington 700 BDL, Bolt Action 243, Serial No. 6399226? If not, please state who did the testing?
10. If the answer to the above questions is "yes", please state what were the results of those tests?
11. Have you ever initiated any recall orders of the Remington 700 BDL, Bolt Action 243, due to any design defects in said model?
12. If the answer to the above question is "yes", please describe all material facts pertinent to each said recall?
13. Have you received any claim alleging injuries to any person because of the faulty design and manufacture of the Remington 700 BDL, Bolt Action 243, at any time before or after November 21, 1976? If yes, please state:
  - a. The date on which each claim was received;
  - b. The date on which each claim allegedly arose;

13. c. The name and address of each person making said claim;  
d. A description of the way in which the injury allegedly occurred;  
e. The name and address of each person in charge of investigating the claims for Defendant.
14. Did Defendant make any warranty concerning the quality fitness, merchantability and dependability of Remington 700 BDL, Bolt Action 243, Serial No. 6399226 to purchasers of said models?
15. If the answer to the above question is "yes", please state:  
a. What warranty was given;  
b. Whether the warranty was oral or in writing;  
c. The terms of the warranty, to include any disclaimer, exclusions, or limitations.
16. Please state the names of all liability insurance carriers which insured Defendant on or about November 21, 1976, for claims against Defendant for negligence and/or products liability, and as to each insurance carrier, please state:  
a. The date of issuance of each policy of insurance and the term that it covered;  
b. The policy number;  
c. The applicable liability limits of each such policy of insurance;  
d. Please attach a copy of each insurance policy with the answers to the interrogatories.

ABS

Respectfully submitted,

SOUTHERS, GOLDBERG, & LYONS, INC  
126 Villita Street  
San Antonio, Texas 78205

BY   
JEFFREY C. ANDERSON

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing was mailed by certified mail, return receipt requested, to Mr. J. Robert McKissick, Attorney for Defendant, P. O. Box 2446, Corpus Christi, Texas 78403 on this the 1 day of January 1979.

  
JEFFREY C. ANDERSON

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing was mailed by certified mail, return receipt requested, to Mr. Randall Lundy, 201 Wall Towers East, Midland, Texas 79701, and to Mr. Greg Pierson, 725 Lamar Boulevard East, Suite c, Arlington, Texas 76011, on this the \_\_\_\_ day of January 1979.

JEFFREY C. ANDERSON

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVERAGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
(Broad Form)

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NEW YORK—It is further agreed that the provisions of this endorsement are not applicable to any automobile which is subject to the New York Motor Vehicle Financial Security Act.

LIBERTY MUTUAL INSURANCE COMPANY

*Bruce E. Boorman*

SECRETARY

*Melvin B. Bradshaw*

PRESIDENT

A0009  
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V  
VI

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
(Broad Form)

It is agreed that:

I. The policy does not apply:

- A. Under any Liability Coverage, to bodily injury or property damage
- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
  - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

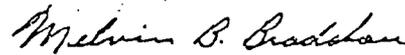
II. As used in this endorsement:

- "hazardous properties" include radioactive, toxic or explosive properties;
- "nuclear material" means source material, special nuclear material or byproduct material;
- "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
- "nuclear facility" means
- (a) any nuclear reactor,
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
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  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
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