

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

CHARLES PIENAAR and STEPHANIE S.
PIENAAR, individually,

Plaintiffs,

v.

REMINGTON ARMS COMPANY, LLC,
SPORTING GOODS PROPERTIES, INC., and E.I.
DU PONT DE NEMOURS AND COMPANY,

Defendants.

CASE NO.: 2:12-MC-00226

**NOTICE OF ISSUANCE OF
SUBPOENA DUCES TECUM**

Pursuant to Federal Rule of Civil Procedure 45(b)(1), the Defendants hereby give notice of intent to serve a subpoena duces tecum for the production of documents on Mr. Kenneth Soucy. A copy of the subpoena duces tecum and attached Rider to subpoena duces tecum are attached hereto as Exhibit A.

WOMBLE CARLYLE SANDRIDGE & RICE, LLP

By: William C. Cleveland

WILLIAM C. CLEVELAND
Womble Carlyle Sandridge & Rice, PLLC
Five Exchange St.
P.O. Box 999
Charleston, S.C. 29401
843-720-4606

Attorneys for Remington Arms Company, LLC,
Sporting Goods Properties, Inc., and E.I. duPont
de Nemours & Company

June 26, 2012

WCSR 7309982v1

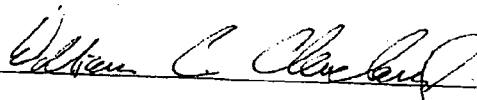
CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 26th day of June, 2012 he mailed a copy of the NOTICE OF ISSUANCE OF SUBPOENA DUCES TECUM by first-class mail and certified mail, return receipt requested, restricted delivery, proper postage affixed, addressed to the person(s) hereinafter named, at the place(s) and address(es) stated below, which is/are the last known address(es):

Bruce E. Dice, Esq.
Bruce E. Dice and Associates, P.C.
787 Pine Valley Drive, Suite E
Pittsburgh, PA 15239

Timothy W. Monsees, Esq.
Monsees, Miller, Mayer, Presley & Amick
4717 Grand Avenue, Suite 820
Kansas City, MO 64112

WOMBLE CARLYLE SANDRIDGE & RICE, LLP

By: 

WILLIAM C. CLEVELAND
Womble Carlyle Sandridge & Rice, PLLC
Five Exchange St.
P.O. Box 999
Charleston, S.C. 29401
843-720-4606

Attorneys for Remington Arms Company, LLC,
Sporting Goods Properties, Inc., and E.I. duPont
de Nemours & Company

AO 88B (Rev. 06/09) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT

for the

DISTRICT OF SOUTH CAROLINA

RECEIVED
JUN 26 P 3:55

Charles A. Pienaar and Stephanie S. Pienaar

Plaintiff

v.

Remington Arms Company, LLC, Sporting Goods
Properties, Inc. and E.I. duPont de Nemours & Co.

Defendant

Civil Action No.

(If the action is pending in another district, state where:

USDC for the Western District of Pa.)

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Kenneth Soucy

☒ **Production:** YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material: A description of the documents you are commanded to produce is contained in the attached Rider to Subpoena Duces Tecum.

Place: Office of William C. Cleveland Womble Carlyle Sandridge & Rice, LLP Five Exchange St., Charleston, S.C. 29401	Date and Time: 07/09/2012 10:00 am
--	---------------------------------------

☐ **Inspection of Premises:** YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45 (d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.

Date: _____

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail, and telephone number of the attorney representing (name of party) Remington Arms Company, LLC, Sporting Goods Properties, Inc. and E.I. duPont de Nemours & Co., who issues or requests this subpoena, are:

William C. Cleveland, Womble Carlyle Sandridge & Rice, LLP, Five Exchange St., Charleston, S.C. 29401;
wcleveland@wcsr.com; 843-722-3400

Exhibit A

AO 88B (Rev. 06/09) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

This subpoena for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Casey, Carol

From: Ken Soucy [kensoucy9@yahoo.com]
Sent: Sunday, July 15, 2012 7:14 AM
To: Cleveland, William
Subject: Fw: Ken, as you might imagine...

----- Forwarded Message -----

From: Jeff Hightower <jeff@hightangel.com>
To: kensoucy9@yahoo.com
Sent: Sunday, October 24, 2010 3:29 PM
Subject: Ken, as you might imagine...

I would be very interested to speak with you.

Thank you for your note.

Jeff.

Cell phone is 214.641.9100
Work direct is 214.580.9803 (where I am now).

Jeff Hightower, Jr.
HIGHTOWER ANGELLEY LLP
4144 N. Central Expwy; Suite 1230
Dallas, Texas 75204
214.580.9800
214.580.9804 (fax)
hightangel.com

Casey, Carol

From: Ken Soucy [kensoucy9@yahoo.com]
Sent: Sunday, July 15, 2012 7:15 AM
To: Cleveland, William
Subject: Fw: M/700

----- Forwarded Message -----

From: Stephen Drinnon <stephen@drinnonlaw.com>
To: Ken Soucy <kensoucy9@yahoo.com>
Sent: Sunday, October 24, 2010 8:41 PM
Subject: Re: M/700

Ken, Thanks for contacting me. I am unavailable tonight but would like to speak to you next week. I am scheduled to travel but will try to reach you by phone or email.

Sent from my iPhone

On Oct 24, 2010, at 2:38 PM, "Ken Soucy" <kensoucy9@yahoo.com> wrote:

Attorney Drinnon

Re: Reminton M/700

I watched with interest CNBC's "expose" of the M/700 fire control problem. I held various positions with Remington during the 70's, 80's and 90's including *Manager, Technical Services (R&D)*, *Superintendent, Product Engineering & Control*, (included all QC functions), *Director of International Technology*, etc. I have also served as expert witness for Remington, although not on M/700 issues.

During the mid 90's I was the guy assigned to handle a 60 MINUTES interview on the same subject. It was with, as I recall, Ed Bradley's producer. I apparently did okay, as they never chose to air a story.

I was also the guy who initiated and led the NBAR program before moving on to other things.

So much for the bona fides.

What surprised me about the CNBC piece was their failure to mention a very damaging piece of evidence, that being the numerous FSR incidents in Remington's own factory, mostly on brand new guns. These occurred due to a tiny sliver of metal being created during the fire control assembly operation. That sliver would get lodged in a position such that the trigger would not return to the neutral position. The safety was then released and... BAM. In the field, any foreign object of about the same size could, and probably has, produced the same result.

If Remington has managed to shield these incidents from your discovery process, they have done a pretty thorough job of "cleaning things up".

Thought you'd want to know.

I have been ambivalent about this situation for years. I guess I agree with my old friend Mike Walker. There was nothing sinister about Remington's actions, at least at the engineering level. But you don't have to be sinister to be wrong.

If I can be of assistance, let me know.

As I do not know who is the lead attorney in this matter, I have sent a similar note to Attorney Hightower.

Regards,
Ken Soucy

Casey, Carol

From: Ken Soucy [kensoucy9@yahoo.com]
Sent: Sunday, July 15, 2012 7:16 AM
To: Cleveland, William
Subject: Fw: Haskin Deposition Critique
Attachments: Haskin deposition critique.rtf

----- Forwarded Message -----

From: Ken Soucy <kensoucy9@yahoo.com>
To: JEFF HIGHTOWER <jeff@hightangel.com>
Sent: Wednesday, October 27, 2010 8:55 AM
Subject: Haskin Deposition Critique

Jeff,

I spent some time this morning doing a rewrite to focus on the main points. I know your time is valuable. You shouldn't have trouble reading the .rtf file.

Ken

Casey, Carol

From: Ken Soucy [kensoucy9@yahoo.com]
Sent: Sunday, July 15, 2012 7:17 AM
To: Cleveland, William
Subject: Fw: Publically Available

----- Forwarded Message -----

From: Ken Soucy <kensoucy9@yahoo.com>
To: Jeff Hightower <jeff@hightangel.com>
Sent: Thursday, December 2, 2010 3:29 PM
Subject: Re: Publically Available

Nice piece of work. Thanks for keeping me in the loop. I assume that that was Mike Keeney featured in the opening.

By the way:

Jeff Pohlman was to call me yesterday or today, but I haven't heard from him yet.

Not to plead their case, but if I were on the stand for Remington my response would be:

"The FSR's experienced in the gallery were the result of a well known, one time event, that being the initial assembly of the fire control to the rifle. Our quality control procedures worked flawlessly in that they immediately identified and corrected the problem. The repaired rifle was returned to service, there being no need to preserve it as an example of a known, correctable problem that was duly recorded. This is not spoliation of evidence, this is common sense."

Just being the Devil's advocate.

Ken

--- On Thu, 12/2/10, Jeff Hightower <jeff@hightangel.com> wrote:

From: Jeff Hightower <jeff@hightangel.com>
Subject: Publically Available
To: "Ken Soucy" <kensoucy9@yahoo.com>
Date: Thursday, December 2, 2010, 12:51 PM

Jeff Hightower, Jr.
HIGHTOWER ANGELLEY LLP
4144 N. Central Expwy; Suite 1230
Dallas, Texas 75204
214.580.9800
214.580.9804 (fax)
hightangel.com

Casey, Carol

From: Ken Soucy [kensoucy9@yahoo.com]
Sent: Sunday, July 15, 2012 7:19 AM
To: Cleveland, William
Subject: Fw: Remington

----- Forwarded Message -----

From: Dale Wills <dwills@smbtrials.com>
To: Ken Soucy <kensoucy9@yahoo.com>
Cc: Timothy W. Monsees <tmonsees@mmmpalaw.com>
Sent: Friday, July 13, 2012 6:32 PM
Subject: Re: Remington

Ken,

I'm sorry to hear about everything you are going through. Will be keeping you in our thoughts and prayers.

Dale

On Jul 13, 2012, at 3:18 PM, "Ken Soucy" <kensoucy9@yahoo.com<mailto:kensoucy9@yahoo.com>> wrote:

Tim,

Didn't mean to put you off, but I waited until today to answer since I had an appointment with the oncologist and thought I might get a better idea of timing.

I was taken off chemo today because of some bad blood test results. I will have a CT scan next week and a decision will be made to stay off it or do another week. Either way, I will be done with chemo by July 27.

At that time I will be given 2-3 weeks to build strength in prep for surgery. That would put surgery around Aug. 20. I'm told I will be in the hospital for 10-14 days.

I assume I will be available shortly after that.

You now know what I know.

Ken

PS: Hi Dale

From: Timothy W. Monsees <tmonsees@mmmpalaw.com<mailto:tmonsees@mmmpalaw.com>>
To: kensoucy9@yahoo.com<mailto:kensoucy9@yahoo.com>
Cc: dwills@smbtrials.com<mailto:dwills@smbtrials.com>
Sent: Thursday, July 12, 2012 10:43 AM
Subject: Remington

Ken, what if we tried to do a deposition sometime the week of September 10th? That would give you some time to recuperate from your chemotherapy and hopefully feel a little stronger. I remain happy to limit the time we spend with you to make this a bit more comfortable for you and your recent ill health. As you can see, I am cc'ing Mr. Wills in on this email, and subject to your approval on a date, he and I have already agreed this week works.

Timothy W. Monsees

MONSEES, MILLER, MAYER, PRESLEY & AMICK, P.C.
4717 Grand Avenue, Suite 820
Kansas City, MO 64112
(816) 361-5550
(800) 444-7552 Toll Free
(816) 361-5577 Facsimile
tmonsees@mmmpalaw.com<<mailto:tmonsees@mmmpalaw.com>>

CONFIDENTIALITY NOTICE

This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

Casey, Carol

From: Ken Soucy [kensoucy9@yahoo.com]
Sent: Sunday, July 15, 2012 7:15 AM
To: Cleveland, William
Subject: Fw: Gallery Testing
Attachments: Transcript from Hearing.pdf

----- Forwarded Message -----

From: Jeff Hightower <jeff@hightangel.com>
To: kensoucy9@yahoo.com
Sent: Sunday, October 24, 2010 3:35 PM
Subject: Gallery Testing

Ken:

I have been working and working to discovery all I can about Gallery Test failures, as you described. Church Prosser discussed metal shavings, too, in his GER's.

I am happy to share with you what I have found.

What is most shocking is that gallery test rejects (FSR, follow down, etc) are either reworked or discarded. And, no paperwork goes along with the decision. That is, we have to take Remington's word for it that the Walker fire control did not meet manufacturing spec.

Here is a transcript from a hearing in Georgia where attorney Wills acknowledges that he told me what happens with gallery test rejects. I believe the relevant part starts on the bottom of page 29.

Jeff.

Jeff Hightower, Jr.
HIGHTOWER ANGELLEY LLP
4144 N. Central Expwy; Suite 1230
Dallas, Texas 75204
214.580.9800
214.580.9804 (fax)
hightangel.com

Casey, Carol

From: Ken Soucy [kensoucy9@yahoo.com]
Sent: Sunday, July 15, 2012 7:16 AM
To: Cleveland, William
Subject: Fw: here is the protective order
Attachments: Haskin Deposition Condensed.pdf

----- Forwarded Message -----

From: Jeff Hightower <jeff@hightangel.com>
To: 'Ken Soucy' <kensoucy9@yahoo.com>
Sent: Monday, October 25, 2010 12:25 PM
Subject: RE: here is the protective order

Ken:

I have received, and thank you for, the signed protective order. There are documents in the attached deposition that are protected, and the testimony about those documents is also protected. As I know you will, please respect the protected nature of the information.

Bob Haskin's deposition might be a good starting point. I also took the deposition of Tommy Millner and many others.

Call to discuss at your convenience.

Jeff.

Jeff Hightower, Jr.
HIGHTOWER ANGELLEY LLP
4144 N. Central Expwy; Suite 1230
Dallas, Texas 75204
214.580.9800
214.580.9804 (fax)
hightangel.com

Casey, Carol

From: Ken Soucy [kensoucy9@yahoo.com]
Sent: Sunday, July 15, 2012 7:17 AM
To: Cleveland, William
Subject: Fw: Haskin Deposition Critique

----- Forwarded Message -----

From: "jeff@hightangel.com" <jeff@hightangel.com>
To: Ken Soucy <kensoucy9@yahoo.com>
Sent: Wednesday, October 27, 2010 10:33 AM
Subject: Re: Haskin Deposition Critique

Ken,

Good stuff. Thank you. I need to read it along with Haskin depo in front of me. Let's talk today and see if we can layout a framework for mutual benefit.

Jeff.

Sent via BlackBerry by AT&T

From: Ken Soucy <kensoucy9@yahoo.com>
Date: Wed, 27 Oct 2010 05:55:03 -0700 (PDT)
To: JEFF HIGHTOWER<jeff@hightangel.com>
Subject: Haskin Deposition Critique

Jeff,

I spent some time this morning doing a rewrite to focus on the main points. I know your time is valuable. You shouldn't have trouble reading the .rtf file.

Ken

Casey, Carol

From: Ken Soucy [kensoucy9@yahoo.com]
Sent: Sunday, July 15, 2012 7:17 AM
To: Cleveland, William
Subject: Fw: FW: Gun Involved In Teens Death Under Investigation

----- Forwarded Message -----

From: Ken Soucy <kensoucy9@yahoo.com>
To: Jeff (NBC Universal CNBC) Pohlman <Jeff.Pohlman@nbcuni.com>
Cc: JEFF HIGHTOWER <jeff@hightangel.com>
Sent: Thursday, December 30, 2010 2:23 PM
Subject: Re: FW: Gun Involved In Teens Death Under Investigation

I had not seen that, but thanks.

I'm currently visiting daughter #2 10 miles from the Ilion plant. While at the mall today I ran across an old Remington friend, Dennis Sanita. He is now retired but worked for many years in customer service related capacities along with Ken Green, now also retired. Nice guy. 100% company. He said that the "M/700 stuff" was still causing quite a stir in the plant and that the feeling was that "things weren't over yet".

A couple of main players have just recently died. Harvey Boyle was Plant manager until about 1992 and John Linde preceded me as Superintendent, Product Engineering & Control. Both Harvey and John had responsibility for QC at one time and were well aware of the FSR problem.

I've taken the liberty of copying Jeff Hightower here for his info as there seems to be nothing of a sensitive nature.

I look forward to hearing your attorney's opinion about my separation agreement.

Ken

--- On Thu, 12/30/10, Pohlman, Jeff (NBC Universal, CNBC) <Jeff.Pohlman@nbcuni.com> wrote:

From: Pohlman, Jeff (NBC Universal, CNBC) <Jeff.Pohlman@nbcuni.com>
Subject: FW: Gun Involved In Teens Death Under Investigation
To: "Ken Soucy" <kensoucy9@yahoo.com>
Date: Thursday, December 30, 2010, 1:45 PM

Ken,
I suspect you probably heard about this.
Lets connect in January.
Jeff

Just saw this - and did not know if we have reported/blogged about it yet?

<http://www.wksr.com/wksr.php?rfc=src/article.html&id=26204>

Gun Involved In Teens Death Under Investigation
Posted on December 22, 2010

The focus of an investigation into death of thirteen year old Trenton "Trent" Christopher Holt is being directed at the firearm, according to Giles County Sheriff Kyle Helton, who said the bolt-action 270 Remington 700 has been sent to the Tennessee Bureau of Investigation's crime lab for analysis and testing.

Holt died at his home in southern Giles County. Reports filed with the Sheriff's office state deputies and emergency medical service providers with the Giles County Ambulance Service responded just after 5:30pm to a residence on Bethel Road to find the young boy had been killed instantly by an apparent gunshot wound.

"Our investigators learned the victim and a 14-year-old friend had been handling the firearm when it discharged," Helton said. "No criminal charges are being sought."

Holt was an eighth grade student at Bridgeforth Middle School, where he excelled both in the classroom and in athletics. According to numerous sources, both boys were experienced hunters, had completed Hunter's Safety Course and treated firearms with proper respect and safety.

Tracy Ayers with the Pulaski Citizen Newspaper did some investigating and found a report on CNBC.COM that stated the manufacturer of the most popular hunting rifle in the world has been aware of potential safety problems with the gun since before it went on the market 60 years ago.

Drawings and memos made by the gun's inventor, which are included in the CNBC report, allegedly show the weapon's potential flaw was noted before the gun went on the market, and the company refused to add a trigger block suggested by inventor Mike Walker that would have only cost the company pennies per gun.

Seventy-five lawsuits, an excess of 20 deaths and 100-plus serious injuries are linked to accusations the Remington 700 is prone to firing without the trigger being pulled.

(thanks to Tracy Ayers & the Pulaski Citizen)

Casey, Carol

From: Ken Soucy [kensoucy9@yahoo.com]
Sent: Sunday, July 15, 2012 7:15 AM
To: Cleveland, William
Subject: Fw: here is the protective order
Attachments: Bledsoe signed protective order.pdf

----- Forwarded Message -----

From: Jeff Hightower <jeff@hightangel.com>
To: kensoucy9@yahoo.com
Sent: Sunday, October 24, 2010 4:28 PM
Subject: here is the protective order

Please sign and send back to me.

Jeff.

Casey, Carol

From: Ken Soucy [kensoucy9@yahoo.com]
Sent: Sunday, July 15, 2012 7:16 AM
To: Cleveland, William
Subject: Fw: M/700 - Ken Soucy

----- Forwarded Message -----

From: Stephen Drinnon <stephen@drinnonlaw.com>
To: Ken Soucy <kensoucy9@yahoo.com>
Sent: Monday, October 25, 2010 6:33 PM
Subject: RE: M/700 - Ken Soucy

Hello Ken,

I just tried your phone number and it was answered by a message service. I left a message with your answering service. A home refinance closing took significantly longer than it should have. Perhaps we can chat soon but I will be traveling tomorrow and Wednesday. Please don't hesitate to call my cell phone if convenient.

**Best Regards,
Stephen Drinnon**

From: Ken Soucy [mailto:kensoucy9@yahoo.com]
Sent: Monday, October 25, 2010 1:58 PM
To: Stephen Drinnon
Subject: RE: M/700

Stephen,

My phone # is 803-472-0033

You should be aware that I have spoken at some length with attorney Hightower on this matter. Further, I have executed a protective order prior to receipt of documents from Jeff.

Look forward to talking with you.

Ken

--- On Mon, 10/25/10, Stephen Drinnon <stephen@drinnonlaw.com> wrote:

From: Stephen Drinnon <stephen@drinnonlaw.com>
Subject: RE: M/700
To: "Ken Soucy" <kensoucy9@yahoo.com>
Date: Monday, October 25, 2010, 11:05 AM

Ken,

I thought I would give you a call but do not have your number and my cell is out of commission today. I would very like to

speak with you and perhaps my ambition is partly fantasy, I still believe we can do some good trying to have these guns retrofitted. I have heard some very tragic stories long before and around the CNBC special. I have seen documentary evidence of both Mike Walker and Mr. Haskell being honest about the risk and trying to eliminate it to no avail. Please let me know when might be a good time for us to visit.
Stephen Drinnon

Stephen W. Drinnon
THE DRINNON LAW FIRM, PLLC.
1700 Pacific Ave., Suite 2230
Dallas, Texas 75201
(972) 445-6080 Main
(972) 445-6089 Fax
(972) 445-6081 Direct
stephen@drinnonlaw.com
www.drinnonlaw.com

WARNING NOTICE : This e-mail is: (1) subject to attorney-client privilege, (2) attorney work product, (3) strictly confidential. If you are not the intended recipient, you may not disclose, print, copy, disseminate, or use this information. If you have received this e-mail in error, please reply to the sender only and delete the message and attachments, if any. Unauthorized interception of this transmission is a violation of federal criminal law.

From: Ken Soucy [mailto:kensoucy9@yahoo.com]
Sent: Sunday, October 24, 2010 2:39 PM
To: Stephen Drinnon
Subject: M/700

Attorney Drinnon

Re: Reminton M/700

I watched with interest CNBC's "expose" of the M/700 fire control problem. I held various positions with Remington during the 70's, 80's and 90's including *Manager, Technical Services (R&D)*, *Superintendent, Product Engineering & Control*, (included all QC functions), *Director of International Technology*, etc. I have also served as expert witness for Remington, although not on M/700 issues.

During the mid 90's I was the guy assigned to handle a 60 MINUTES interview on the same subject. It was with, as I recall, Ed Bradley's producer. I apparently did okay, as they never chose to air a story.

I was also the guy who initiated and led the NBAR program before moving on to other things.

So much for the bona fides.

What surprised me about the CNBC piece was their failure to mention a very damaging piece of evidence, that being the numerous FSR incidents in Remington's own factory, mostly on brand new guns. These occurred due to a tiny sliver of metal being created during the fire control assembly operation. That sliver would get lodged in a position such that the trigger would not return to the neutral position. The safety was then released and... BAM. In the field, any foreign object of about the same size could, and probably has, produced the same result.

If Remington has managed to shield these incidents from your discovery process, they have done a pretty thorough job of "cleaning things up".

Thought you'd want to know.

I have been ambivalent about this situation for years. I guess I agree with my old friend Mike Walker. There was nothing sinister about Remington's actions, at least at the engineering level. But you don't have to be sinister to be wrong.

If I can be of assistance, let me know.

As I do not know who is the lead attorney in this matter, I have sent a similar note to Attorney Hightower.

Regards,
Ken Soucy

Casey, Carol

From: Ken Soucy [kensoucy9@yahoo.com]
Sent: Sunday, July 15, 2012 7:19 AM
To: Cleveland, William
Subject: Fw: Remington

----- Forwarded Message -----

From: Ken Soucy <kensoucy9@yahoo.com>
To: Timothy W. Monsees <tmonsees@mmmpalaw.com>
Cc: "dwills@smbtrials.com" <dwills@smbtrials.com>
Sent: Friday, July 13, 2012 4:17 PM
Subject: Re: Remington

Tim,

Didn't mean to put you off, but I waited until today to answer since I had an appointment with the oncologist and thought I might get a better idea of timing. I was taken off chemo today because of some bad blood test results. I will have a CT scan next week and a decision will be made to stay off it or do another week. Either way, I will be done with chemo by July 27.

At that time I will be given 2-3 weeks to build strength in prep for surgery. That would put surgery around Aug. 20. I'm told I will be in the hospital for 10-14 days.

I assume I will be available shortly after that.

You now know what I know.

Ken

PS: Hi Dale

From: Timothy W. Monsees <tmonsees@mmmpalaw.com>
To: kensoucy9@yahoo.com
Cc: dwills@smbtrials.com
Sent: Thursday, July 12, 2012 10:43 AM
Subject: Remington

Ken, what if we tried to do a deposition sometime the week of September 10th? That would give you some time to recuperate from your chemotherapy and hopefully feel a little stronger. I remain happy to limit the time we spend with you to make this a bit more comfortable for you and your recent ill health. As you can see, I am cc'ing Mr. Wills in on this email, and subject to your approval on a date, he and I have already agreed this week works.

Timothy W. Monsees
MONSEES, MILLER, MAYER, PRESLEY & AMICK, P.C.
4717 Grand Avenue, Suite 820
Kansas City, MO 64112
(816) 361-5550
(800) 444-7552 Toll Free
(816) 361-5577 Facsimile
tmonsees@mmmpalaw.com

CONFIDENTIALITY NOTICE

This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

Casey, Carol

From: Ken Soucy [kensoucy9@yahoo.com]
Sent: Sunday, July 15, 2012 7:18 AM
To: Cleveland, William
Subject: Fw: My apologies for not staying in touch.

----- Forwarded Message -----

From: Jeff Hightower <jeff@hightangel.com>
To: Ken Soucy <kensoucy9@yahoo.com>
Sent: Sunday, May 22, 2011 10:40 AM
Subject: Re: My apologies for not staying in touch.

Haskin testified under a subpoena, and they didn't sue him. But, yes, I know that is different. I am not sure what trade secrets you would be revealing by saying the fire control mechanism isn't robust enough for field use. I got Mike Walker to admit that he designed the thing for professional shooters. We deposed him in January.

Jeff Hightower, Jr.
Board Certified - Personal Injury Trial Law
Hightower Angelley, LLP
214.580.9800

On May 22, 2011, at 9:27 AM, Ken Soucy <kensoucy9@yahoo.com> wrote:

I'm doing very well, thank you.

There is a very important point not being made and conspicuous in its absence. The point is that as these guns get older they get dirtier, more corroded and more gunked up with lube and thus more and more prone to FSR. The problem will only get worse and more people will get killed. Other than going public myself, I don't know what to do except to depend on attorneys such as yourself and media types such as Jeff Pohlman at CNBC. During my last conversation with Jeff he indicated that their lawyers were not inclined to indemnify me against claims from Remington. Without that, I'm a no go. Seems short sighted to me. They probably spend more on Maria Bartiromo's wardrobe than the money I might put at risk.

Ken

--- On Sat, 5/21/11, Jeff Hightower <jeff@hightangel.com> wrote:

From: Jeff Hightower <jeff@hightangel.com>
Subject: My apologies for not staying in touch.
To: "Ken Soucy" <kensoucy9@yahoo.com>
Date: Saturday, May 21, 2011, 5:32 PM

Ken:

I appreciate your reaching out to me after the CNBC story last year.

It is very clear both from what you have told me and from the documents that you were centrally involved in the Remington saga (or whatever word is appropriate to describe the decades-long battle over the Walker). There is no doubt that you have valuable information,

perhaps for both sides, and that your deposition should be taken.

I hope you are doing well.

Jeff.

Jeff Hightower, Jr.
Board Certified - Personal Injury Trial Law
Texas Board of Legal Specialization
HIGHTOWER ANGELLEY LLP
4144 N. Central Expwy; Suite 1230
Dallas, Texas 75204
214.580.9800
214.580.9804 (fax)
hightangel.com

Confidential communication. Not for Distribution.

CONFIDENTIAL

October 27, 2010

To: Jeff Hightower
From: Ken Soucy
Re: Comments on Haskin deposition taken in Bedsoe v. Remington

Jeff,

Quite a bit of reading there. I have included some historical notes that may be helpful. Also, there is a good deal of opinion. Unfortunately, I was operating out of Switzerland for most of Haskin's tenure. I was reporting to Senior VP Steve Bishop who was reporting directly to Hubbard (Bard) Howe, the same guy Haskin was reporting to.

p81: Dr. (PhD) Tony Hancock's name comes up here. He was hired from IBM to set up and run the Elizabethtown R&D Center, an assignment I was undertaking before being sent to Switzerland. He proved to be ineffectual. I was sent back over to guide his efforts but to no avail. Tommy Milner finally canned him and for quite a few months I was commuting between Neuchatel, Switzerland and E'town, trying to do both jobs. They finally found a new guy (who I never met) who ran things until Diaz took over.

p109, line 21: I think he's lying here. Being familiar with the NBAR program, I can say unequivocally that we intended to address the safety issues and **thus**, address litigation concerns. I saw no mention of a sealed fire control. This was also considered for the NBAR. I considered it technically challenging, but doable.

p117, line 21: Unless he has dementia he's lying. We talked about this together and he must have had numerous other conversations about it. Otherwise he wouldn't have been doing his job.

p144: Wayne Leek comes up here. Wayne was the R&D manager who hired me in 1969. He was always somewhat critical of the M/700 fire control. Wayne was once called "One of the world's greatest gun designers" by a prominent gun writer. He served at the Neuremberg trials before joining Remington. I last saw him at his retirement home in Arizona some 20 years ago. He committed suicide about 10 years ago.

p154: The Consumer Reports gun was probably a manufacturing defect, **not** a design defect. Something(s) were out of tolerance to the extent that the lower tip of the trigger got caught on the trigger guard. It should have been caught in the Gallery or Final Inspection.

p186, line 3: WAW is William A Warren. Bill was an outspoken engineer who started 2 years before me. He worked in QC as well as Design. We had a serious downturn in the early 90's and I had to let Bill go, along with a number of others. Bill was pissed off enough at me and Remington to sue for wrongful discharge. He would make an

excellent witness as to the inadequacy of the Walker fire control and would probably leap at the opportunity. I do not currently know Bill's whereabouts.

p197, line 19: I totally disagree. When a high powered rifle goes off it is subjected to about 1000 "g's". It's a **very** violent event. A jury could be easily convinced of this by witnessing a high speed movie. Either Haskin is putting forth a position that he knows is false or he has been seriously misinformed.

p206, lines 7&8: Save this quote. You'll be using it.

p247, line 17: He's lying. This was a big deal. **Everyone** knew about it.

I had quite a few more quibbles which I edited out, but my disagreement with Haskin's testimony boils down to this:

A design defect exists if a properly manufactured gun inadvertently discharges under reasonably foreseeable conditions.

It is reasonable to foresee that the fire control will be assembled to the gun. If that assembly process results in an FSR, in a gun that is in all other manner in spec, there is a design defect.

It is reasonable to foresee that a gun will be used outdoors in sometimes harsh conditions. If those conditions result in an FSR or FBC, there is a design defect.

It is reasonable to foresee that within the normal range of consumer product users there will be those who do not follow, or even read, their owner's manual and do not properly maintain their product. That failure should not result in death or injury.

There is a concept in product design called Failure Mode and Effect Analysis (FMEA). It dictates that designers anticipate problems and design their product so that when these problems occur they result in a "fail safe" condition. Lacking that you look for a "fail soft". See Wikipedia for a more formal definition. In my opinion, FMEA should be the foundation of your case against Remington

Example: Someone improperly maintains their lawnmower. Having the blade fly off because the crankshaft failed (Gee, it needs oil?) is not an acceptable failure mode.

Example: Someone uses a screwdriver as a pry bar, as in opening a can of paint. Having a piece snap off into the eye of the consumer is not an acceptable failure mode. Specifying a steel alloy that bends instead of breaking results in an acceptable failure mode.

Remington violated this principle in the shotgun barrel steel fiasco. Reminton could reasonably foresee that handloaders would make mistakes, overload their shells, and blow up their guns. We saw hundreds, if not thousands of examples. The choice of 1140 Modified steel resulted in shrapnel being scattered around. The correct choice of steel, 4140 or the like, results in the barrel blowing up like a balloon. The shooter will have to change his pants and will probably suffer a hand injury but will not loose an eye because of flying shrapnel. This is a "fail soft" result, ie. the designer couldn't design

in a "fail safe" failure mode but did the best he could to minimize injury.

Dale Wills and I lost a very important shotgun barrel steel case in Madison, Wisconsin about 20 years ago. We lost it for the wrong reason, but lost it nonetheless.

Regards,
Ken

FILED
U.S. DISTRICT COURT
MIDDLE GEORGIA

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
ALBANY DIVISION

2009 OCT 7 AM 11 56
B. Little
DEPUTY CLERK

CHARLES P. BLEDSOE,

Plaintiff,

v.

REMINGTON ARMS COMPANY, INC.,

Defendant.

No. 1-09-CV-69-WLS

RWL

STIPULATED PROTECTIVE ORDER

Plaintiff, CHARLES P. BLEDSOE, and his attorneys, Jeffrey W. Hightower, Jr., Stephen W. Drinnon, and James M. Skipper, Jr., and defendant, REMINGTON ARMS COMPANY, INC. ("Remington"), and its attorneys, Timothy A. Burnann and Dale G. Wills, pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, stipulate and agree as follows:

1. This stipulated order is intended to govern the use and disclosure of certain documents and tangible things produced by Remington and its attorneys during pre-trial discovery and trial.
2. Remington believes and anticipates that certain documents and tangible things which may be requested by plaintiff to be produced during pre-trial discovery may contain trade secrets and/or proprietary and confidential business information. Not yet having seen all of the documents and tangible things, plaintiff does not stipulate that any such materials are deserving of protection under Rule 26(c). This stipulated protective order applies only to confidential materials produced by Remington to the plaintiff under this protective order. Remington documents plaintiff may obtain or may have obtained in the "public domain" may or may not be rightfully or lawfully in

the "public domain," but that would be a question separate and apart from this stipulated protective order. Nevertheless, in order to allow Remington's production of documents and tangible things to proceed in this action, the parties stipulate to the following procedures, and the Court approves the procedures as set forth herein. The parties stipulate that this stipulated order is agreed to without waiver of any party's right to request the entry of a new or revised protective order containing different or additional provisions.

3. If the plaintiff requests production of documents and tangible things which Remington, in good faith, believes are entitled to protection under this stipulated order and the Federal Rules of Civil Procedure, then Remington shall, before production to the plaintiff, affix the label or words:

CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER
BLEDSOE V. REMINGTON

RWL

Any and all documents and tangible things (including CDs or other electronic storage media containing documents) so labeled or designated by Remington shall be referred to as the "Remington Confidential Documents" throughout the ~~remainder~~^{remainder} of this stipulated order.

4. The parties agree that the Remington Confidential Documents and the contents of those documents shall be disclosed by plaintiff and plaintiff's attorneys only as follows:

- (a) To employees of plaintiff's attorneys and experts necessary to assist such attorneys in the preparation and trial of this action;
- (b) All such materials shall be available to plaintiff's attorneys herein to use in any other litigation against Remington involving a Remington bolt-action rifle only after first notifying Remington's attorneys of the intent to use said materials and provided plaintiff's attorneys stipulate to entry of a similar protective order in such other litigation;
- (c) Such materials shall not be provided to any of Remington's commercial competitors;
- (d) Such materials may be provided to the Court with consideration of any motion, but shall be filed with a request that it be placed under seal; and
- (e) The materials and information produced may not otherwise be sold, offered, advertised or publicized to any media representative.

5. Prior to the disclosure of any of the Remington Confidential Documents to an expert under Paragraph 4(b) of this stipulated order, plaintiff's attorneys shall present the person with a copy of this stipulated order. After reading the stipulated order, the expert shall initial each page of the stipulated order and sign the attached form of "Acknowledgement of Stipulated Protective Order." Plaintiff's attorneys shall maintain all such signed acknowledgements and initialed orders.

6. To the extent that any Remington Confidential Documents or the contents thereof are used in depositions or at hearings or trials, such documents and information shall remain subject ^{subject to any motion to remove the} ~~confidential~~ ^{designation} to the provisions of this order, along with the transcript pages of the deposition/hearing/trial testimony referring to the Remington Confidential Documents or information contained therein.

7. Any court reporter or transcriber who reports or transcribes testimony in this action shall be advised of this stipulated order and shall agree to be bound by its terms and not disclose any of the Remington Confidential Documents or information contained therein to anyone other than the court, the parties, the witnesses, or the attorneys in this action.

8. Inadvertent or unintentional production of documents or information containing confidential information which are not designated by Remington as Remington Confidential Documents shall not be deemed a waiver in whole or in part of a claim of confidentiality, provided that Remington shall advise plaintiff's attorneys in writing within seven (7) days of discovering such inadvertent or unintentional production that such materials are to be considered as Remington Confidential Documents under the terms of this stipulated order. Similarly, inadvertent or unintentional production of documents or information containing attorney/client or attorney work product information shall not be deemed a waiver in whole or in part of a claim of privilege, provided that Remington shall advise plaintiff's attorneys in writing within seven (7) days of

discovering such inadvertent or unintentional production that such materials are to be treated as privileged and returned to Remington's attorneys.

9. Persons receiving Remington Confidential Documents shall not under any circumstances sell, offer for sale, advertise, or publicize such documents or the contents thereof.

10. Upon final disposition of this action, plaintiff's attorneys herein may, subject to the terms and limitations of this protective order, retain the Remington Confidential Documents. In the event plaintiff's attorneys wish to use the Remington Confidential Documents in any other litigation against Remington involving a Remington bolt-action rifle, the attorney(s) shall stipulate to entry of a similar protective order in such other litigation. All other persons who receive Remington Confidential Documents in this action shall return all documents or tangible things covered by this stipulated order to Remington's counsel within sixty (60) days of the final disposition of this action. Upon final disposition of this action, plaintiff's attorneys shall also have the option of destroying all the Remington Confidential Documents produced to them during the action and, in that event, they shall provide Remington's counsel with their affidavit(s) attesting to the fact that all such documents have been destroyed.

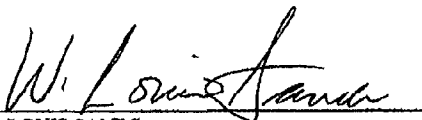
11. This stipulated order may be modified at any time by the written agreement of the parties or by order of the Court after notice to all parties.

12. Any attorney or person who violates any term of this stipulated order is subject to all appropriate disciplinary action, including contempt power, of the United States District Court for the Middle District of Georgia.

IT IS SO ORDERED.

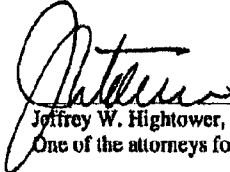
Dated: _____

KWJ.

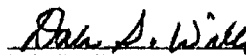

W. LOUIS SANDS
UNITED STATES DISTRICT JUDGE

10/5/09

AGREED TO THE ABOVE AND FOREGOING STIPULATED INTERIM PROTECTIVE
ORDER AS TO FORM AND CONTENT:


Jeffrey W. Hightower, Jr.
One of the attorneys for Plaintiff




Dale G. Wills
One of the attorneys for Defendant

ACKNOWLEDGENT OF STIPULATED INTERIM PROTECTIVE ORDER

I have been informed that I will be shown certain documents, which are described as the Remington Confidential Documents, in connection with the litigation known as "Bledsoe v. Remington." I have been provided with a copy of the Stipulated Interim Protective Order relating to those documents, and I have read it and I agree to be bound by the terms and conditions set forth therein.

I promise that I will not disclose or discuss such confidential documents or information with any person other than the parties, and attorneys for the parties or members of their staff.

I understand that any use of the information obtained by me from materials designated "CONFIDENTIAL - Subject to Protective Order - Bledsoe v. Remington" or any portions or summaries thereof, in any manner contrary to the provisions of the Stipulated Interim Protective Order may subject me to the jurisdiction of and sanctions by the United States District Court for the Middle District of Georgia.

10/25/10
Date

KENNETH W. SOUCY
Printed Name
K. W. Soucy
Signature

Mari Stewart

From: Ken Soucy [kensoucy9@yahoo.com]
Sent: Friday, June 29, 2012 6:11 AM
To: Timothy W. Monsees
Subject: Fw: Remington

— Forwarded Message —

From: Timothy W. Monsees <tmonsees@mmmpalaw.com>
To: Ken Soucy <kensoucy9@yahoo.com>
Sent: Wednesday, May 25, 2011 8:48 AM
Subject: RE: Remington

I maintain a close relationship with Jeff Hightower. We talk almost weekly. He and I have collaborated on cases and tried a case together a couple of years ago. Same Rich Miller. Do you feel comfortable talking to me "off the record" about this? Interested to also learn what your level of commitment is relative to the separation agreement. Haskins too had such an agreement, and Jeff deposed him last year. I assume Tommy Millner has such an agreement, and we are to depose him again in the near future. Of course, even Hutton had such an agreement, but I guess as long as he was testifying for Remington, everyone seemed to overlook that. I can be reached most days at the number below, including tomorrow when I have a wide open day. You can call me on the mobile too, 816-213-7780. We represented Rich Barber and his family for Gus' death. I expect you may have had some discussion with Jeff Pohlman regarding his contacts with Rich during the production of the CNBC program. Since I am so intimately involved in cases with Remington, I thought it wise not to become visible in the CNBC program.

Timothy W. Monsees
 MONSEES, MILLER, MAYER, PRESLEY & AMICK, P.C.
 4717 Grand Avenue, Suite 820
 Kansas City, MO 64112
 (816) 361-5550
 (800) 444-7552 Toll Free
 (816) 361-5577 Facsimile

CONFIDENTIALITY NOTICE

This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

From: Ken Soucy [mailto:kensoucy9@yahoo.com]
Sent: Tuesday, May 24, 2011 6:57 AM
To: Timothy W. Monsees
Subject: Re: Remington

Timothy,
 Sorry for the late response, but I am currently on the road between South Carolina and Cape Cod.
 If memory serves, Rich Miller was the nemesis of Jim Hutton and Jim Hennings and

crossed swords numerous time with our Dale Wills. Correct?

The Jims worked for me during those years and I generally kept myself out of the crosshairs.

As I have just in the past couple of days been in caontact with CNBC and Attorney Hightower, I am wondering how you managed to get my contact information.

I am not averse to helping out on M/700 FSR issues but may be of limited value due to my seperation agreement with Remington.

I may not be able to turn over all the rocks on FSR, shotgun barrel steel, common fire control, etc., but I know which rocks to look under.

I expect to be picking up emails daily.

Ken

--- On Mon, 5/23/11, Timothy W. Monsees <tmonsees@mmmpalaw.com> wrote:

From: Timothy W. Monsees <tmonsees@mmmpalaw.com>

Subject: Remington

To: kensoucy9@yahoo.com

Date: Monday, May 23, 2011, 11:43 AM

Ken, I am an attorney who regularly litigates against Remington. You are probably familiar with my former partner, Richard Miller, who first started handling these cases in the mid-1980's. Rich passed away in 2006. I have taken over his work load. If you are so-inclined, I would welcome the chance to chat with you. Let me know, and we can schedule a time to talk.

Timothy W. Monsees

MONSEES, MILLER, MAYER, PRESLEY & AMICK, P.C.

4717 Grand Avenue, Suite 820

Kansas City, MO 64112

(816) 361-5550

(800) 444-7552 Toll Free

(816) 361-5577 Facsimile

tmonsees@mmmpalaw.com

CONFIDENTIALITY NOTICE

This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed.

If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

Mari Stewart

From: Timothy W. Monsees
Sent: Tuesday, June 12, 2012 4:10 PM
To: Christy McNeely
Cc: Mari Stewart; Richard Ramler
Subject: Fwd: Remington

Sent from my iPhone

Begin forwarded message:

From: Ken Soucy <kensoucy9@yahoo.com>
Date: June 12, 2012 1:54:12 PM EDT
To: "Timothy W. Monsees" <tmonsees@mmmpalaw.com>
Subject: Re: Remington
Reply-To: Ken Soucy <kensoucy9@yahoo.com>

Don't think I'm up to it any more. I have a serious case of cancer and am now into my 12th week of chemo. Six more weeks of that, followed by surgery.
Ken

From: Timothy W. Monsees <tmonsees@mmmpalaw.com>
To: kensoucy9@yahoo.com
Sent: Monday, June 11, 2012 3:47 PM
Subject: Remington

Ken, I have several cases pending at present against Remington. I would like to schedule a time that is convenient for you to take your deposition. I am approaching this in a fashion so that I would only need to bother you once with this process. Right now, I am looking at dates in August to accomplish this. I will see that you are subpoenaed for this deposition, but do not want this to reach you out of the clear blue. Let me know several dates that work for you. I will then use those to find dates that work for both Remington's attorney and myself. We may also include Jeff Hightower in this deposition, again to minimize your inconvenience. Hope you are well.

Timothy W. Monsees
MONSEES, MILLER, MAYER, PRESLEY & AMICK, P.C.
4717 Grand Avenue, Suite 820
Kansas City, MO 64112
(816) 361-5550
(800) 444-7552 Toll Free
(816) 361-5577 Facsimile
tmonsees@mmmpalaw.com

CONFIDENTIALITY NOTICE

This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from

6/14/2012

SEE 4389

disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

Mari Stewart

From: Ken Soucy [kensoucy9@yahoo.com]

Sent: Thursday, May 26, 2011 4:09 PM

To: Timothy W. Monsees

Subject: Soucy Separation Agreement

Attachments: SEPARATION AGREEMENT.pdf

Counselor,

It turns out that I had a copy of my separation agreement in my laptop.

Also, I thought you might be interested in an excerpt from my initial contact in this matter.

To: XXXXXXXX

Re: Reminton M/700

I watched with interest CNBC's "expose" of the M/700 fire control problem. I held various positions with Remington during the 70's, 80's and 90's including *Manager, Technical Services (R&D)*, *Superintendent, Product Engineering & Control*, (included all QC functions), *Director of International Technology*, etc. I have also served as expert witness for Remington, although not on M/700 issues.

During the mid 90's I was the guy assigned to handle a 60 MINUTES interview on the same subject. It was with, as I recall, Ed Bradley's producer. I apparently did okay, as they never chose to air a story.

I was also the guy who initiated and led the NBAR program before moving on to other things.

So much for the bona fides.

What surprised me about the CNBC piece was their failure to mention a very damaging piece of evidence, that being the numerous FSR incidents in Remington's own factory, mostly on brand new guns. These occurred due to a tiny sliver of metal being created during the fire control assembly operation. That sliver would get lodged in a position such that the trigger would not return to the neutral position. The safety was then released and... BAM. In the field, any foreign object of about the same size could, and probably has, produced the same result.

If Remington has managed to shield these incidents from your discovery process, they have done a pretty thorough job of "cleaning things up".

Thought you'd want to know.

I have been ambivalent about this situation for years. I guess I agree with my old friend Mike Walker. There was nothing sinister about Remington's actions, at least at the engineering level. But you don't have to be sinister to be wrong.

If I can be of assistance, let me know.

As I do not know who is the lead attorney in this matter, I have sent a similar note to Attorney XXXXX.

Regards,

Ken Soucy

6/28/2012

SEE 4391

I maintain a close relationship with Jeff Hightower. We talk almost weekly. He and I have collaborated on cases and tried a case together a couple of years ago. Same Rich Miller. Do you feel comfortable talking to me "off the record" about this? Interested to also learn what your level of commitment is relative to the separation agreement. Haskins too had such an agreement, and Jeff deposed him last year. I assume Tommy Millner has such an agreement, and we are to depose him again in the near future. Of course, even Hutton had such an agreement, but I guess as long as he was testifying for Remington, everyone seemed to overlook that. I can be reached most days at the number below, including tomorrow when I have a wide open day. You can call me on the mobile too, 816-213-7780. We represented Rich Barber and his family for Gus' death. I expect you may have had some discussion with Jeff Pohlman regarding his contacts with Rich during the production of the CNBC program. Since I am so intimately involved in cases with Remington, I thought it wise not to become visible in the CNBC program.

Timothy W. Monsees
MONSEES, MILLER, MAYER, PRESLEY & AMICK, P.C.
4717 Grand Avenue, Suite 820
Kansas City, MO 64112
(816) 361-5550
(800) 444-7552 Toll Free
(816) 361-5577 Facsimile

CONFIDENTIALITY NOTICE

This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

From: Ken Soucy [mailto:kensoucy9@yahoo.com]
Sent: Tuesday, May 24, 2011 6:57 AM
To: Timothy W. Monsees
Subject: Re: Remington

Timothy,
Sorry for the late response, but I am currently on the road between South Carolina and Cape Cod.
If memory serves, Rich Miller was the nemesis of Jim Hutton and Jim Hennings and crossed swords numerous time with our Dale Wills. Correct?
The Jims worked for me during those years and I generally kept myself out of the crosshairs.

As I have just in the past couple of days been in caontact with CNBC and Attorney Hightower, I am wondering how you managed to get my contact information.

I am not averse to helping out on M/700 FSR issues but may be of limited value due to my seperation agreement with Remington.

I may not be able to turn over all the rocks on FSR, shotgun barrel steel, common fire control, etc., but I know which rocks to look under.

I expect to be picking up emails daily.

Ken

--- On Mon, 5/23/11, Timothy W. Monsees <tmonsees@mmmpalaw.com> wrote:

From: Timothy W. Monsees <tmonsees@mmmpalaw.com>

Subject: Remington

To: kensoucy9@yahoo.com

Date: Monday, May 23, 2011, 11:43 AM

Ken, I am an attorney who regularly litigates against Remington. You are probably familiar with my former partner, Richard Miller, who first started handling these cases in the mid-1980's. Rich passed away in 2006. I have taken over his work load. If you are so-inclined, I would welcome the chance to chat with you. Let me know, and we can schedule a time to talk.

Timothy W. Monsees

MONSEES, MILLER, MAYER, PRESLEY & AMICK, P.C.

4717 Grand Avenue, Suite 820

Kansas City, MO 64112

(816) 361-5550

(800) 444-7552 Toll Free

(816) 361-5577 Facsimile

tmonsees@mmmpalaw.com

CONFIDENTIALITY NOTICE

SEE 4393

This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

Mari Stewart

From: Ken Soucy [kensoucy9@yahoo.com]

Sent: Thursday, May 26, 2011 4:09 PM

To: Timothy W. Monsees

Subject: Soucy Separation Agreement

Attachments: SEPARATION AGREEMENT.pdf

Counselor,

It turns out that I had a copy of my separation agreement in my laptop.

Also, I thought you might be interested in an excerpt from my initial contact in this matter.

To: XXXXXXXX

Re: Reminton M/700

I watched with interest CNBC's "expose" of the M/700 fire control problem. I held various positions with Remington during the 70's, 80's and 90's including *Manager, Technical Services (R&D)*, *Superintendent, Product Engineering & Control*, (included all QC functions), *Director of International Technology*, etc. I have also served as expert witness for Remington, although not on M/700 issues.

During the mid 90's I was the guy assigned to handle a 60 MINUTES interview on the same subject. It was with, as I recall, Ed Bradley's producer. I apparently did okay, as they never chose to air a story.

I was also the guy who initiated and led the NBAR program before moving on to other things.

So much for the bona fides.

What surprised me about the CNBC piece was their failure to mention a very damaging piece of evidence, that being the numerous FSR incidents in Remington's own factory, mostly on brand new guns. These occurred due to a tiny sliver of metal being created during the fire control assembly operation. That sliver would get lodged in a position such that the trigger would not return to the neutral position. The safety was then released and... BAM. In the field, any foreign object of about the same size could, and probably has, produced the same result.

If Remington has managed to shield these incidents from your discovery process, they have done a pretty thorough job of "cleaning things up".

Thought you'd want to know.

I have been ambivalent about this situation for years. I guess I agree with my old friend Mike Walker. There was nothing sinister about Remington's actions, at least at the engineering level. But you don't have to be sinister to be wrong.

If I can be of assistance, let me know.

As I do not know who is the lead attorney in this matter, I have sent a similar note to Attorney XXXXX.

Regards,
Ken Soucy

6/28/2012

SEE 4395

SEPARATION AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") entered into this 22 day of January, 1997, between KENNETH W. SOUCY (hereinafter "Employee"), and REMINGTON ARMS COMPANY, INC., a Delaware corporation (hereinafter "Remington").

WHEREAS, the parties believe an amicable resolution of all matters relative to Employee's employment with Remington and separation therefrom is in their respective best interests.

NOW THEREFORE, in consideration of the mutual obligations and promises set forth herein, the parties agree as follows:

1. Remington's Covenants. Remington covenants and agrees to:

(a) Compensation. Pay and provide Employee the compensation and benefits described in Attachment "A", in complete and full satisfaction of all claims for compensation and benefits from Remington or any and all of its affiliates, subsidiaries, corporate parents, agents, officers, owners, employees, attorneys, successors and assigns, (collectively "Remington Agent(s)"), including but not limited to wages, salary, benefits, bonus(es), stock, stock options and any other wage or contract claim on any theory or basis whatsoever that has or could be asserted. Remington shall withhold all appropriate payroll taxes from this amount. It is further understood and agreed that under Remington's ex-patriot policy, Remington is liable for foreign, federal and state income taxes based on compensation paid to Employee from Remington for the years 1995-97, in excess of Employee's theoretical liability as computed by Ernst & Young. Remington agrees to pay all foreign, federal and state income taxes in return for Employee agreeing to pay, if required, any additional theoretical tax due, including but not limited to 1995, 1996, and 1997 as computed by Ernst & Young. Employee is entitled to the refund of any hypothetical tax withheld in excess of the theoretical tax as computed by Ernst & Young.

Employee is responsible for any additional taxes related to income after his separation date in 1996.

(b) Conversion Notice. Provide Employee notice and full rights of conversion under COBRA and ERISA.

2. Employee's Covenants. Employee covenants and agrees to:

(a) Release. Forever release, discharge, cancel, waive and acquit, for Employee and for Employee's marital community, heirs, executors, administrators, and assigns, Remington and Remington Agents of and from any and all rights, claims, demands, causes of action, obligations, damages, penalties, fees, costs, expenses, and liability of any nature whatsoever, whether in law or equity, which Employee has, had or may hereafter have against Remington or Remington Agents arising out of, or by reason of any cause, matter, or thing whatsoever existing as of the date of execution of this Agreement, **WHETHER KNOWN TO THE PARTIES AT THE TIME OF EXECUTION OF THIS AGREEMENT OR NOT**. This **FULL RELEASE OF ALL CLAIMS** includes, without limitation, attorney's fees, and any claims, demands, or causes of action arising out of, or relating in any manner whatsoever to, the employment and/or termination of the employment of Employee with Remington, such as, **BUT NOT LIMITED TO**, any charge, claim, lawsuit or other proceeding arising under the Civil Rights Act of 1966, 1964, or 1991, Title VII as amended by the Civil Rights Act of 1991, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), the Labor Management Relations Act (LMRA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Employee Retirement Income Security Act (ERISA), the Fair Labor Standards Act (FLSA), the Equal Pay Act, any Act or statute arising under or within the Office of Federal Contract Compliance (OFCCP), the Rehabilitation Act of 1973, any state Civil Rights Act, the Family and Medical Leave Act of 1993, Worker's Compensation Claims, or any other foreign, federal, state, or local statute or law. Employee further covenants and agrees not to institute, nor cause to be instituted in Employee behalf, any legal proceeding, including filing any claims or complaint with any government agency alleging any violation of law or public policy against Remington or Remington Agents premised upon any legal theory or claim whatsoever (except to

enforce the terms of this Agreement), including without limitation, tort, wrongful discharge, and breach of contract.

(b) Return of Property. Return to Remington all property belonging to Remington, including but not limited to, any and all records, files, office supplies, computers, software, computer disks, electronic information, printers, cellular telephones, credit cards, phone cards, office keys, building access card(s), and all other property.

(c) Injunction. Allow Remington, in the event of a threatened or actual breach by Employee of the provisions of this Agreement, to enforce this Agreement by injunction (without the requirement to post bond) in addition to other remedies that may be available under law or equity. Nothing herein contained shall be construed as prohibiting Remington from pursuing any other remedies available to Remington for such breach or threatened breach, including the recovery of damages from Employee.

(d) Cooperation. Provide reasonable assistance to Remington while Employee continues to receive compensation or benefits under this Agreement, upon Remington's request, concerning the Employees previous employment responsibilities and functions.

(e) Tax Refund. Pay and release unto Remington any IRS refunded income tax overpayment, previously paid by Remington on Employee's behalf for the 1995, 1996, and 1997 tax year, as calculated by Ernst and Young, in accordance with Remington's tax equalization policies.

(f) Proprietary Information. Recognize the fact that Remington's manufacturing processes, business plans, corporate strategy, trade secrets, suppliers, customers, product development strategies, research and development plans and strategies, potential customers, lists of customers, and other confidential information ("Proprietary Information") are valuable, special and unique assets of Remington, and that Employee, by virtue of his management, international operations, and research and development employment positions, acquired and had access to Remington's Proprietary Information, the use of which by a competitor could result in serious damage or injury to the business interests of Remington, domestically and internationally; and Employee agrees that he will hold all such information in confidence.

(g) Non-Competition. Refrain from (i) being employed or engaged, directly or indirectly, as an agent, employee, officer, director, shareholder, consultant, partner, joint venturer, or in any other manner in any aspect of a company's or individual's business of designing, manufacturing, distributing, marketing, or selling shotguns, rifles, ammunition, or sport hunting products, accessories or apparel, internationally or domestically, and (ii) calling upon, soliciting, servicing, interfering with or diverting in any way any customers served by Remington, domestically or internationally, for a period of two (2) years from the date of this Agreement. As an exception to 2(g) (i) above, Employee will not violate this provision by working as an employee or consultant for a company which designs, manufactures, distributes, markets, or sells military firearms, ammunition, or products, or provides manufacturing or product development services solely for or to military contractors or military organizations. This exception does not apply to or include a company where any portion of its firearms, ammunition, or products, or manufacturing or product development services, are sold or provided to or for non-military, civilian markets or users, or if the subject company is developing non-military firearms, shotguns, rifles, ammunition, or sport hunting products, accessories or apparel. Employee acknowledges and agrees that Employee's experience and capabilities are such that he can obtain employment in other lines and of a different nature than those prevented under this Agreement, and that the enforcement of this Agreement by injunction will not prevent him from earning a livelihood or impose upon him any undue hardship, economic or otherwise.

(h) Employment Notice. Before engaging in work for any company under the exception described in section 2(g)(i) above, Employee will provide Remington with 15 days advance written notice of the name, address, phone number, and company description for the subject company and Employee's proposed employment duties and department assignment, and provide the subject company and relevant department head a copy of the above non-competition provision 2(g) and Remington's name, address, and phone number for the Legal Department -- (910) 548-8515.

3. Breach. Employee covenants and agrees that any material breach of this Agreement by Employee shall entitle Remington, in addition to a cause of action for damages, to rescind this Agreement, and to recover any monetary amounts paid to Employee as of the date of rescission.

4. Employee Representations. Employee, by Employee's execution of this Agreement, avows that the following statements are true:

(a) Review of Agreement. That Employee has been given the opportunity and has, in fact, read this entire Agreement, that it is in plain language, and that Employee has had all questions regarding its meaning answered to Employee's satisfaction;

(b) Independent Advice. That Employee has been given the full opportunity to obtain the independent advice and counsel from an attorney of Employee's own choosing;

(c) Understanding of Terms. That Employee fully understands the terms, contents and effects of this Agreement and understands that it is a **FULL RELEASE OF ALL CLAIMS**, including arbitration claims and awards, against Remington and any and all Remington Agents including any rights under the ADEA, and as to ADEA claims, is not a waiver of claims that may arise after the date of this Agreement;

(d) Consideration. That this **FULL RELEASE OF ALL CLAIMS** is given in return for valuable consideration, in addition to anything of value to which Employee is already entitled, as provided under the terms of this Agreement;

(e) Voluntary Act. That employee enters into this Agreement knowingly and voluntarily in exchange for the promises referenced in this Agreement and that no other representations have been made to Employee to induce or influence Employee's execution of this Agreement; and

(f) Notice Period. That Employee has been given at least twenty-one (21) days within which to consider this Agreement before signing and seven (7) days following Employee's execution of the Agreement to revoke this Agreement. The Agreement shall not become effective or enforceable until the foregoing revocation period has expired.

5. Advance and Set-Off. It is understood and expressly agreed by the parties that amounts paid shall constitute an advance for which a credit and set-off will be taken, in its entirety, against any workers' compensation benefits, including benefits and/or payments for temporary or permanent disability, medical costs, or rehabilitation, under provisions of applicable state law. It is the intention of the parties that such credit/set-off be made by the parties, and

Employee agrees to cooperate fully with Remington to facilitate such credit/set-off. Employee represents that employee has no workers' compensation claim against Remington pending at this time and has no current intention of filing such claims.

6. Confidentiality. Employee agrees that any and all confidential information obtained by or disclosed to Employee at any time during Employee's employment with Remington or thereafter which is not generally known to the public, including, but not limited to, information concerning Remington's customers, customer lists, methods of operation, manufacturing procedures, products, product history, claims, claims history, liabilities or potential liabilities, management information systems, security procedures, processes, practices, policies, programs, and procedures, and/or personnel data, are strictly confidential and/or proprietary to Remington, constitute trade secrets of Remington and shall not be disclosed, discussed, or revealed to any persons, entities, or organizations, outside of Remington, without prior written approval of an authorized representative of Remington, or as required by law. Anything to the contrary in this Paragraph notwithstanding, Employee may freely use any information (i) which is now generally known or is readily available to the trade or in the public domain, (ii) which is independently developed by Employee (or independently developed by a third party and lawfully disclosed to Employee) apart from Employee's employment with Remington, or (iii) which is disclosed in any issued patent, publication, or other source from and after the time it becomes available to the public in any form.

7. Governing Law and Venue. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of North Carolina, and no action involving this Agreement may be brought except in the Courts of the State of North Carolina or the Federal District Courts sitting therein.

8. Severability. If any provision of this Agreement or the application thereof is held to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall be construed so as to comply with law, and shall nevertheless continue in full force and effect without being impaired in any manner whatsoever.

9. Headings. The headings in this agreement are for reference only and shall not affect the interpretation of this agreement.

10. Notices. All notices, demands, or other communications which are required or are permitted to be given hereunder shall be in writing and shall be deemed to have been sufficiently given upon personal delivery, or on the third business day following due deposit in the United States Mail, postage prepaid, and sent certified mail, return receipt requested, correctly addressed to the addresses of the parties as follows:

If to Employee:

45 ADMIRAL'S LANE, No. 16
LACONIA, NH 03246

If to Remington:

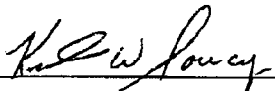
Wayland E. Hundley
Legal Department
REMINGTON ARMS COMPANY, INC.
Post Office Box 700
Madison, North Carolina 27025-0700

11. Indemnification. In the event of any litigation or any other legal proceeding, including arbitration, relating to this Agreement, including without limitation, any action to interpret or enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs of suit.

12. United States Employee. The parties acknowledge that Employee was at all times during his employment with Remington a United States employee subject to the US federal, state, and local laws; and the parties agree that the laws of the United States and the State of North Carolina shall govern the interpretation of this Agreement and the rights, duties, and remedies of the parties' employment relationship.

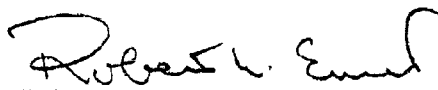
IN WITNESS WHEREOF, the undersigned parties execute this Agreement in Madison,
North Carolina on the date indicated herein.

CAUTION! THIS IS A RELEASE! READ BEFORE SIGNING!


KENNETH W. SOUCY

Date: 1-22-97

Witness: Ingrid Soucy


REMINGTON ARMS COMPANY, INC.
By: Robert L. Euritt
Title: Vice President Human Resources

Date: 1/27/97

a:weh/contract/SeparationSoucy

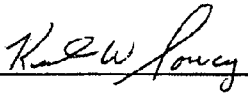
ATTACHEMENT "A"

SEPARATION AGREEMENT

As of the date of Employee's separation, the total separation package includes:

1. Employee's last day of employment was October 21, 1996.
2. Continuation of current monthly salary through April 30, 1997, payable on regularly scheduled paydays.
3. If Employee is not gainfully employed on April 30, 1997, Employee will receive additional salary from May 1 through July 31, 1997, so long as Employee is unemployed, and if and only if Employee can demonstrate that he has continually used good faith and his best efforts to find gainful employment after his last date of employment.
4. Payment of reasonable travel cost for one trip for Employee and Employee's wife for purposes of job and house hunting.
5. Payment of reasonable and customary moving and relocation costs for moving Employee and Employee's family to Employee's new place of residence in the United States.
6. Payment of a one time sum equal to one month of salary, grossed up, as a miscellaneous relocation expense upon Employee's move back to the United States on or before January 15, 1997.
7. Pay for up to 90 days storage and moving costs for storage and moving Employee's household goods.
8. Pay for the shipment by air of Employee's clothing, bedding, personal effects, and files to the United States.
9. Payment of all earned but unused vacation. *U.S. and state 11/22/97 R. 11/27/97*
10. Payment of the reasonable cost of Swiss income tax preparation for the 1995, 1996, and 1997 tax years.
11. Employee agrees to move from and vacate his apartment in Neuchatel, Switzerland, turn over possession of his leased Volvo automobile, and return to the United States on or before January 15, 1997. Employee agrees to use his best efforts, and to fully cooperate with Remington, to facilitate the delivery of possession of the apartment and automobile to Remington or its agent and/or to assist in the subleasing of the apartment and automobile.
12. Pay Employee a consulting fee of \$100 per hour plus pre-approved costs for consulting and expert witness services. Employee agrees to provide consulting and expert witness services

for Remington at Remington's request beginning on the date of this agreement and continuing for a period of twenty four months (the "Consulting Period"). Employee agrees to exercise his best efforts, his best expertise, and high ethical standards when providing these services. In addition to the hourly fee, Remington agrees to pay Employee a retainer in the amount of \$1000 for each month following the termination of the separation payments under provision 3 of this Attachment, and extending until the end of the Consulting Period. Remington reserves the right, among other rights granted by law, to terminate payments under this provision if Employee violates any of the terms of this provision or the separation agreement.

A handwritten signature in cursive script, reading "Kenneth W. Soucy", is written over a horizontal line.

KENNETH W. SOUCY

From: Ken Soucy <kensoucy9@yahoo.com>
Date: July 9, 2012 11:15:07 AM EDT
To: Cleveland William <WCleveland@wcsr.com>
Subject: Fw: Business Week
Reply-To: Ken Soucy <kensoucy9@yahoo.com>

----- Forwarded Message -----

From: "Pohlman, Jeff (NBC Universal, CNBC)" <Jeff.Pohlman@nbcuni.com>
To: Ken Soucy <kensoucy9@yahoo.com>
Sent: Tuesday, November 9, 2010 10:26 AM
Subject: Business Week

Sorry for the delay in sending this. I was out with sick kids yesterday.
I'll call you later this week. Take care
Jeff Pohlman



BusinessWeek: May 23, 1994

Legal Affairs

REMINGTON FACES A

MISFIRING SQUAD

On Dec. 29, 1989, Glenn W. Collins was ready for a day of deer and wild-boar hunting in Eagle Pass, Tex. But while he was unloading his rifle after running into bad weather, it accidentally discharged, wounding him in the foot. That afternoon, the 53-year-old Amoco Corp. drilling supervisor had to have his foot amputated.

Collins claimed that the gun, Remington Arms Co.'s Model 700 bolt-action rifle, had gone off without his ever touching the trigger. And on May 7, he persuaded a Texas jury it had: After a six-week trial, Remington was ordered to pay Collins \$17 million--\$15 million of it in punitive damages. "I think what the jury was telling Remington and all gun manufacturers is that if you have a defective or unsafe product, you'd better do something about it," says Collins.

The Wilmington (Del.) gunmaker hasn't decided whether to appeal the verdict. But company spokesman William Wohl says Remington flatly denies that the Model 700--one of the top-selling hunting rifles in the U.S.--is faulty in any way. "We have believed in the past and continue to believe today that the Model 700 is one of the finest bolt-action rifles manufactured," says Wohl. "We see the product as a safe and reliable sporting firearm."

STORMY OUTLOOK. Remington maintains that the accidents stem from users' mistakes, not from product defects--a defense it used in the Collins' case. "When a gun goes off, the first thing people say is: 'It's not my fault,'" argues Kenneth Soucy, who is in charge of research and development at Remington. "Usually, we find that people have been messing around with the fire control. They get in there and screw things up."

Remington has done pretty well with that argument, winning 8 out of 12 jury trials since 1981. In a further 18 known suits settled since 1981, Remington has negotiated modest payouts--some as little as \$5,000, say plaintiff lawyers. But the Collins case is the first time a jury saw internal Remington documents allegedly showing that the company had developed a safer design yet chose not to market it. "The documents established that Remington has had a design for at least a dozen years that eliminates the heart of the problem," says Richard C. Miller, a lawyer in Springfield, Mo., who represents Collins and 17 other plaintiffs in past and present suits against Remington involving its Model 700. "This implies that they knew something was wrong with the existing fire-control system."

Now, with the new documents and with 11 pending suits similarly alleging inadvertent firings of the Model 700, Remington's legal troubles could worsen. Plaintiff lawyers say more cases will be filed against Remington later this year, and pressure is mounting from consumers and Congress for more controls on firearms. Critics hope these actions, taken

together, will compel Remington to consider modifying its rifle free of charge or recalling it if it can't conclusively demonstrate its safety.

That's a tall order for the nation's largest seller of shotguns and rifles. Four deaths have been linked to alleged malfunctions of the Model 700, in addition to dozens of injuries, court records show. Furthermore, some 1,400 written customer complaints have been lodged with the company over the past 16 years concerning the Model 700--many of which assert the rifle went off without the trigger being pulled. Remington still insists shooter errors are the problem. "If you're following the rules of safe gun handling...people won't get hurt," says Remington's Wohl.

In 1989, however, Miller discovered a program started in 1981 whose purpose, he says, was to design a safer bolt action rifle, thus contradicting Remington's repeated court statements that the Model 700 is flawless. The company argued that records pertaining to this new bolt-action rifle (NBAR) program were proprietary and unrelated to the Model 700. But more than 20 judges have ruled otherwise, forcing Remington to give up the documents. "The NBAR program had as its goal improvement of the defective fire control on the Model 700," wrote Texas Supreme Court Justice Lloyd Doggett in December, 1992. "[The documents] provide evidence of great significance...as to Remington's knowledge of defects and of its ability to implement safer alternative designs."

The company has good reason to defend its popular product: More than 100,000 Model 700 rifles are sold annually, at an average cost of \$500. That accounts for an estimated \$58 million of the company's \$370 million in annual revenues. Today, nearly 3 million such rifles in 21 different calibers are in consumers' hands.

In addition to the NBAR evidence, internal corporate documents first disclosed in the Collins case show Remington may have known as early as 1975 that its rifle could accidentally discharge. That's when the company first began investigating customer and retailer complaints about malfunctions, according to Remington records. In a Dec. 8, 1987, letter, Nina Dula of Lenoir, N.C., complained that a rifle in the front seat of a Jeep discharged when a neighbor kicked a tire. She didn't report the accident to the company until the rifle fired inadvertently a second time. "In both instances, the trigger was never touched," wrote Dula.

Remington investigated Dula's complaint and determined the rifle functioned properly. The company wrote to Dula on Jan. 8, 1988: "The only manner in which the rifle could be made to fire was with the safety off and the trigger pulled." In 52 other responses to customer complaints BUSINESS WEEK reviewed, Remington either said it "cannot duplicate customer complaint" or concluded the owner unknowingly pulled the trigger.

In a 1979 internal memo, however, Remington's product-safety subcommittee stated that, based on tests of returned rifles, 1% of the 2 million pre-1975 Model 700s could be "tricked" into firing. The panel

considered a recall but concluded the discharges were "more associated with abnormal use or misuse of the product rather than indication of a defective product," according to the memo. Instead, the subcommittee recommended issuing a statement to customers on proper gun handling. "The recall would have to gather 2 million guns just to find 20,000 that are susceptible to this condition," wrote the panel, noting "a large percentage of competitor's models can be tricked."

Eighteen months later, Fred Martin, a Remington field-service specialist, urged officials to make changes in newly manufactured rifles. His estimated cost: 32 a gun. "I feel we should not pass up this opportunity to improve our fire control," Martin wrote in a 1981 internal memo that was first used as evidence against Remington in the Collins case.

TRIGGER COMPLACENT. Remington did make one modification in 1982: The company eliminated the bolt lock, which had required the shooter to take the safety off to load and unload the rifle. But Remington says the change wasn't for safety's sake. "The removal of the bolt lock in 1982 was due to customer preference. This was not at all related to a safety issue," says Soucy. Still, the adjustment decreased reports of accidents.

Remington did not address what some experts say is the gun's most serious defect: an unreliable trigger connector. They say this causes the rifle to fire when the safety is released or when the bolt is opened or closed. "No other manufacturer utilizes a resiliently mounted trigger connector of this type," says Tom Butters, a gun expert in Houston who has testified against Remington. "Other trigger designs are much less likely to be involved in a malfunction."

Remington disputes Butters' assessment and says its trigger design is entirely safe and one of the most attractive features of the Model 700. "The Model 700 is one of the real pillars of this design," says Soucy. "The trigger is light in pull. You can check with most gun writers and find that this feature makes the gun one of the most desirable."

Firearms are one of the few consumer products for which regulators do not have authority to set design and safety standards--even though guns cause more accidental deaths than any other consumer product. Firearms accounted for 1,416 such fatalities in 1990, according to the National Safety Council, a nonprofit group in Itasca, Ill. By contrast, deaths from all other sports equipment or recreational activities totaled 1,220, according to the Consumer Product Safety Commission.

Gun manufacturers and the National Rifle Assn. are opposed to current efforts toward tighter regulation. But consumer activists hope the public's growing concern over guns will compel lawmakers to adopt stricter standards. For now, consumers' only recourse is a legal one--and it looks like they plan to use it.

Loren Berger in Washington

From: Ken Soucy [mailto:kensoucy9@yahoo.com]
Sent: Sunday, November 07, 2010 8:10 AM
To: Pohlman, Jeff (NBC Universal, CNBC)
Subject: Re: Contact

Thanks Jeff. I vaguely remember that article and look forward to revisiting it.

--- On Sun, 11/7/10, Pohlman, Jeff (NBC Universal, CNBC) <Jeff.Pohlman@nbcuni.com> wrote:

From: Pohlman, Jeff (NBC Universal, CNBC) <Jeff.Pohlman@nbcuni.com>
Subject: Contact
To: kensoucy9@yahoo.com
Date: Sunday, November 7, 2010, 7:50 AM

Ken,

I spoke with my colleague-you were quoted in a May 23, 1994 Business Week article entitled, "Remington Faces a Misfiring Squad."

I will email it to you tomorrow.

Hope you hit em long and straight if you go out today. I have a little league game!

Best

Jeff

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).


CONFIDENTIALITY NOTICE: This electronic mail transmission has been sent by a lawyer. It may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this message, any part of it, or any attachments. If you have received this message in error, please delete this message and any attachments from your system without reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, that may attach to this communication. Thank you for your cooperation.

From: Ken Soucy <kensoucy9@yahoo.com>
Date: July 9, 2012 11:15:07 AM EDT
To: Cleveland William <WCleveland@wcsr.com>
Subject: Fw: Business Week
Reply-To: Ken Soucy <kensoucy9@yahoo.com>

----- Forwarded Message -----

From: "Pohlman, Jeff (NBC Universal, CNBC)" <Jeff.Pohlman@nbcuni.com>
To: Ken Soucy <kensoucy9@yahoo.com>
Sent: Tuesday, November 9, 2010 10:26 AM
Subject: Business Week

Sorry for the delay in sending this. I was out with sick kids yesterday.
I'll call you later this week. Take care
Jeff Pohlman

 BusinessWeek: May 23, 1994

Legal Affairs

REMINGTON FACES A

MISFIRING SQUAD

On Dec. 29, 1989, Glenn W. Collins was ready for a day of deer and wild-boar hunting in Eagle Pass, Tex. But while he was unloading his rifle after running into bad weather, it accidentally discharged, wounding him in the foot. That afternoon, the 53-year-old Amoco Corp. drilling supervisor had to have his foot amputated.

Collins claimed that the gun, Remington Arms Co.'s Model 700 bolt-action rifle, had gone off without his ever touching the trigger. And on May 7, he persuaded a Texas jury it had: After a six-week trial, Remington was ordered to pay Collins \$17 million--\$15 million of it in punitive damages. "I think what the jury was telling Remington and all gun manufacturers is that if you have a defective or unsafe product, you'd better do something about it," says Collins.

The Wilmington (Del.) gunmaker hasn't decided whether to appeal the verdict. But company spokesman William Wohl says Remington flatly denies that the Model 700--one of the top-selling hunting rifles in the U.S.--is faulty in any way. "We have believed in the past and continue to believe today that the Model 700 is one of the finest bolt-action rifles manufactured," says Wohl. "We see the product as a safe and reliable sporting firearm."

STORMY OUTLOOK. Remington maintains that the accidents stem from users' mistakes, not from product defects--a defense it used in the Collins' case. "When a gun goes off, the first thing people say is: 'It's not my fault,'" argues Kenneth Soucy, who is in charge of research and development at Remington. "Usually, we find that people have been messing around with the fire control. They get in there and screw things up."

Remington has done pretty well with that argument, winning 8 out of 12 jury trials since 1981. In a further 18 known suits settled since 1981, Remington has negotiated modest payouts--some as little as \$5,000, say plaintiff lawyers. But the Collins case is the first time a jury saw internal Remington documents allegedly showing that the company had developed a safer design yet chose not to market it. "The documents established that Remington has had a design for at least a dozen years that eliminates the heart of the problem," says Richard C. Miller, a lawyer in Springfield, Mo., who represents Collins and 17 other plaintiffs in past and present suits against Remington involving its Model 700. "This implies that they knew something was wrong with the existing fire-control system."

Now, with the new documents and with 11 pending suits similarly alleging inadvertent firings of the Model 700, Remington's legal troubles could worsen. Plaintiff lawyers say more cases will be filed against Remington later this year, and pressure is mounting from consumers and Congress for more controls on firearms. Critics hope these actions, taken

together, will compel Remington to consider modifying its rifle free of charge or recalling it if it can't conclusively demonstrate its safety.

That's a tall order for the nation's largest seller of shotguns and rifles. Four deaths have been linked to alleged malfunctions of the Model 700, in addition to dozens of injuries, court records show. Furthermore, some 1,400 written customer complaints have been lodged with the company over the past 16 years concerning the Model 700--many of which assert the rifle went off without the trigger being pulled. Remington still insists shooter errors are the problem. "If you're following the rules of safe gun handling...people won't get hurt," says Remington's Wohl.

In 1989, however, Miller discovered a program started in 1981 whose purpose, he says, was to design a safer bolt action rifle, thus contradicting Remington's repeated court statements that the Model 700 is flawless. The company argued that records pertaining to this new bolt-action rifle (NBAR) program were proprietary and unrelated to the Model 700. But more than 20 judges have ruled otherwise, forcing Remington to give up the documents. "The NBAR program had as its goal improvement of the defective fire control on the Model 700," wrote Texas Supreme Court Justice Lloyd Doggett in December, 1992. "[The documents] provide evidence of great significance...as to Remington's knowledge of defects and of its ability to implement safer alternative designs."

The company has good reason to defend its popular product: More than 100,000 Model 700 rifles are sold annually, at an average cost of \$500. That accounts for an estimated \$58 million of the company's \$370 million in annual revenues. Today, nearly 3 million such rifles in 21 different calibers are in consumers' hands.

In addition to the NBAR evidence, internal corporate documents first disclosed in the Collins case show Remington may have known as early as 1975 that its rifle could accidentally discharge. That's when the company first began investigating customer and retailer complaints about malfunctions, according to Remington records. In a Dec. 8, 1987, letter, Nina Dula of Lenoir, N.C., complained that a rifle in the front seat of a Jeep discharged when a neighbor kicked a tire. She didn't report the accident to the company until the rifle fired inadvertently a second time. "In both instances, the trigger was never touched," wrote Dula.

Remington investigated Dula's complaint and determined the rifle functioned properly. The company wrote to Dula on Jan. 8, 1988: "The only manner in which the rifle could be made to fire was with the safety off and the trigger pulled." In 52 other responses to customer complaints BUSINESS WEEK reviewed, Remington either said it "cannot duplicate customer complaint" or concluded the owner unknowingly pulled the trigger.

In a 1979 internal memo, however, Remington's product-safety subcommittee stated that, based on tests of returned rifles, 1% of the 2 million pre-1975 Model 700s could be "tricked" into firing. The panel

considered a recall but concluded the discharges were "more associated with abnormal use or misuse of the product rather than indication of a defective product," according to the memo. Instead, the subcommittee recommended issuing a statement to customers on proper gun handling. "The recall would have to gather 2 million guns just to find 20,000 that are susceptible to this condition," wrote the panel, noting "a large percentage of competitor's models can be tricked."

Eighteen months later, Fred Martin, a Remington field-service specialist, urged officials to make changes in newly manufactured rifles. His estimated cost: 32 a gun. "I feel we should not pass up this opportunity to improve our fire control," Martin wrote in a 1981 internal memo that was first used as evidence against Remington in the Collins case.

TRIGGER COMPLACENT. Remington did make one modification in 1982: The company eliminated the bolt lock, which had required the shooter to take the safety off to load and unload the rifle. But Remington says the change wasn't for safety's sake. "The removal of the bolt lock in 1982 was due to customer preference. This was not at all related to a safety issue," says Soucy. Still, the adjustment decreased reports of accidents.

Remington did not address what some experts say is the gun's most serious defect: an unreliable trigger connector. They say this causes the rifle to fire when the safety is released or when the bolt is opened or closed. "No other manufacturer utilizes a resiliently mounted trigger connector of this type," says Tom Butters, a gun expert in Houston who has testified against Remington. "Other trigger designs are much less likely to be involved in a malfunction."

Remington disputes Butters' assessment and says its trigger design is entirely safe and one of the most attractive features of the Model 700. "The Model 700 is one of the real pillars of this design," says Soucy. "The trigger is light in pull. You can check with most gun writers and find that this feature makes the gun one of the most desirable."

Firearms are one of the few consumer products for which regulators do not have authority to set design and safety standards--even though guns cause more accidental deaths than any other consumer product. Firearms accounted for 1,416 such fatalities in 1990, according to the National Safety Council, a nonprofit group in Itasca, Ill. By contrast, deaths from all other sports equipment or recreational activities totaled 1,220, according to the Consumer Product Safety Commission.

Gun manufacturers and the National Rifle Assn. are opposed to current efforts toward tighter regulation. But consumer activists hope the public's growing concern over guns will compel lawmakers to adopt stricter standards. For now, consumers' only recourse is a legal one--and it looks like they plan to use it.

Loren Berger in Washington

From: Ken Soucy [mailto:kensoucy9@yahoo.com]
Sent: Sunday, November 07, 2010 8:10 AM
To: Pohlman, Jeff (NBC Universal, CNBC)
Subject: Re: Contact

Thanks Jeff. I vaguely remember that article and look forward to revisiting it.

--- On Sun, 11/7/10, Pohlman, Jeff (NBC Universal, CNBC) <Jeff.Pohlman@nbcuni.com> wrote:

From: Pohlman, Jeff (NBC Universal, CNBC) <Jeff.Pohlman@nbcuni.com>
Subject: Contact
To: kensoucy9@yahoo.com
Date: Sunday, November 7, 2010, 7:50 AM

Ken,
I spoke with my colleague-you were quoted in a May 23, 1994 Business Week article entitled, "Remington Faces a Misfiring Squad."
I will email it to you tomorrow.
Hope you hit em long and straight if you go out today. I have a little league game!
Best
Jeff

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

CONFIDENTIALITY NOTICE: This electronic mail transmission has been sent by a lawyer. It may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this message, any part of it, or any attachments. If you have received this message in error, please delete this message and any attachments from your system without reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, that may attach to this communication. Thank you for your cooperation.

From: Cleveland, William [mailto:WCleveland@wcsr.com]
Sent: Monday, July 09, 2012 3:06 PM
To: Ken Soucy
Cc: Lariviere, Carol
Subject: Re: More docs

Mr. Soucy,

I am sorry to learn of your hospitalization this past weekend. Don't be concerned about the timing of the documents. When you are back home and better able to deal with this, let me know what you think will work for you. In the meantime take care of yourself.

Will

William C. Cleveland
Womble Carlyle Sandridge & Rice, PA
Five Exchange Street
Charleston, SC 29401

On Jul 9, 2012, at 11:12 AM, "Ken Soucy" <kensoucy9@yahoo.com> wrote:

Attorney Cleveland:

The following are coming later than I promised. Last Friday my oncologist stuck me in the hospital for the weekend where I received four units of blood. Not a fun time.

Regards,
Ken Soucy

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

CONFIDENTIALITY NOTICE: This electronic mail transmission has been sent by a lawyer. It may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this message, any part of it, or any attachments. If you have received this message in error, please delete this message and any attachments from your system without reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, that may attach to this communication. Thank you for your cooperation.

From: Cleveland, William [<mailto:WCleveland@wcsr.com>]
Sent: Monday, July 09, 2012 3:06 PM
To: Ken Soucy
Cc: Lariviere, Carol
Subject: Re: More docs

Mr. Soucy,

I am sorry to learn of your hospitalization this past weekend. Don't be concerned about the timing of the documents. When you are back home and better able to deal with this, let me know what you think will work for you. In the meantime take care of yourself.

Will

William C. Cleveland
Womble Carlyle Sandridge & Rice, PA
Five Exchange Street
Charleston, SC 29401

On Jul 9, 2012, at 11:12 AM, "Ken Soucy" <kensoucy9@yahoo.com> wrote:

Attorney Cleveland:

The following are coming later than I promised. Last Friday my oncologist stuck me in the hospital for the weekend where I received four units of blood. Not a fun time.

Regards,
Ken Soucy

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

CONFIDENTIALITY NOTICE: This electronic mail transmission has been sent by a lawyer. It may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this message, any part of it, or any attachments. If you have received this message in error, please delete this message and any attachments from your system without reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, that may attach to this communication. Thank you for your cooperation.

From: Cleveland, William [mailto:WCleveland@wcsr.com]
Sent: Monday, July 09, 2012 3:01 PM
To: Dale Wills
Subject: Fwd: Gun Involved In Teens Death Under Investigation

FYI

William C. Cleveland
Womble Carlyle Sandridge & Rice, PA
Five Exchange Street
Charleston, SC 29401

Begin forwarded message:

From: Ken Soucy <kensoucy9@yahoo.com>
Date: July 9, 2012 11:14:38 AM EDT
To: Cleveland William <WCleveland@wcsr.com>
Subject: Fw: FW: Gun Involved In Teens Death Under Investigation
Reply-To: Ken Soucy <kensoucy9@yahoo.com>

----- Forwarded Message -----

From: "Pohlman, Jeff (NBCUniversal, CNBC)" <Jeff.Pohlman@nbcuni.com>
To: Ken Soucy <kensoucy9@yahoo.com>
Sent: Wednesday, October 12, 2011 1:59 PM
Subject: RE: FW: Gun Involved In Teens Death Under Investigation

Can we talk?

From: Ken Soucy [mailto:kensoucy9@yahoo.com]
Sent: Thursday, December 30, 2010 2:23 PM
To: Pohlman, Jeff (NBC Universal, CNBC)
Cc: JEFF HIGHTOWER
Subject: Re: FW: Gun Involved In Teens Death Under Investigation

I had not seen that, but thanks.

I'm currently visiting daughter #2 10 miles from the Ilion plant. While at the mall today I ran across an old Remington friend, Dennis Sanita. He is now retired but worked for many years in customer service related capacities along with Ken Green, now also retired. Nice guy. 100% company. He said that the "M/700 stuff

was still causing quite a stir in the plant and that the feeling was that "things weren't over yet". A couple of main players have just recently died. Harvey Boyle was Plant manager until about 1992 and John Linde preceded me as Superintendent, Product Engineering & Control. Both Harvey and John had responsibility for QC at one time and were well aware of the FSR problem. I've taken the liberty of copying Jeff Hightower here for his info as there seems to be nothing of a sensitive nature. I look forward to hearing your attorney's opinion about my separation agreement.
Ken

--- On Thu, 12/30/10, Pohlman, Jeff (NBC Universal, CNBC) <Jeff.Pohlman@nbcuni.com> wrote:

From: Pohlman, Jeff (NBC Universal, CNBC) <Jeff.Pohlman@nbcuni.com>
Subject: FW: Gun Involved In Teens Death Under Investigation
To: "Ken Soucy" <kensoucy9@yahoo.com>
Date: Thursday, December 30, 2010, 1:45 PM

Ken,
I suspect you probably heard about this.
Let's connect in January.
Jeff

Just saw this - and did not know if we have reported/blogged about it yet?

<http://www.wksr.com/wksr.php?rfc=src/article.html&id=26204>

Gun Involved In Teens Death Under Investigation **Posted on December 22, 2010**

The focus of an investigation into death of thirteen year old Trenton "Trent" Christopher Holt is being directed at the firearm, according to Giles County Sheriff Kyle Helton, who said the bolt-action 270 Remington 700 has been sent to the Tennessee Bureau of Investigation's crime lab for analysis and testing.

Holt died at his home in southern Giles County. Reports filed with the Sheriff's office state deputies and emergency medical service providers with the Giles County Ambulance Service responded just after 5:30pm to a residence on Bethel Road to find the young boy had been killed instantly by an apparent gunshot wound.

"Our investigators learned the victim and a 14-year-old friend had been handling the firearm when it was discharged," Helton said. "No criminal charges are being sought."

Holt was an eighth grade student at Bridgeforth Middle School, where he excelled both in the classroom and in athletics. According to numerous sources, both boys were experienced hunters, had completed Hunter's Safety Course and treated firearms with proper respect and safety.

Tracy Ayers with the Pulaski Citizen Newspaper did some investigating and found a report on CNBC.COM that stated the manufacturer of the most popular hunting rifle in the world has been aware of potential safety problems with the gun since before it went on the market 60 years ago.

Drawings and memos made by the gun's inventor, which are included in the CNBC report, alleged

show the weapon's potential flaw was noted before the gun went on the market, and the company refused to add a trigger block suggested by inventor Mike Walker that would have only cost the company pennies per gun.

Seventy-five lawsuits, an excess of 20 deaths and 100-plus serious injuries are linked to accusation the Remington 700 is prone to firing without the trigger being pulled.

(thanks to Tracy Ayers & the Pulaski Citizen)

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

CONFIDENTIALITY NOTICE: This electronic mail transmission has been sent by a lawyer. It may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this message, any part of it, or any attachments. If you have received this message in error, please delete this message and any attachments from your system without reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, that may attach to this communication. Thank you for your cooperation.

From: Cleveland, William [mailto:WCleveland@wcsr.com]
Sent: Monday, July 09, 2012 3:01 PM
To: Dale Wills
Subject: Fwd: Gun Involved In Teens Death Under Investigation

FYI

William C. Cleveland
Womble Carlyle Sandridge & Rice, PA
Five Exchange Street
Charleston, SC 29401

Begin forwarded message:

From: Ken Soucy <kensoucy9@yahoo.com>
Date: July 9, 2012 11:14:38 AM EDT
To: Cleveland William <WCleveland@wcsr.com>
Subject: Fw: FW: Gun Involved In Teens Death Under Investigation
Reply-To: Ken Soucy <kensoucy9@yahoo.com>

----- Forwarded Message -----

From: "Pohlman, Jeff (NBCUniversal, CNBC)" <Jeff.Pohlman@nbcuni.com>
To: Ken Soucy <kensoucy9@yahoo.com>
Sent: Wednesday, October 12, 2011 1:59 PM
Subject: RE: FW: Gun Involved In Teens Death Under Investigation

Can we talk?

From: Ken Soucy [mailto:kensoucy9@yahoo.com]
Sent: Thursday, December 30, 2010 2:23 PM
To: Pohlman, Jeff (NBC Universal, CNBC)
Cc: JEFF HIGHTOWER
Subject: Re: FW: Gun Involved In Teens Death Under Investigation

I had not seen that, but thanks.

I'm currently visiting daughter #2 10 miles from the Ilion plant. While at the mall today I ran across an old Remington friend, Dennis Sanita. He is now retired but worked for many years in customer service related capacities along with Ken Green, now also retired. Nice guy. 100% company. He said that the "M/700 stuff



* was still causing quite a stir in the plant and that the feeling was that "things weren't over yet".
A couple of main players have just recently died. Harvey Boyle was Plant manager until about 1992 and John Linde preceded me as Superintendent, Product Engineering & Control. Both Harvey and John had responsibility for QC at one time and were well aware of the FSR problem.
I've taken the liberty of copying Jeff Hightower here for his info as there seems to be nothing of a sensitive nature.
I look forward to hearing your attorney's opinion about my separation agreement.
Ken

--- On Thu, 12/30/10, Pohlman, Jeff (NBC Universal, CNBC) <Jeff.Pohlman@nbcuni.com> wrote:

From: Pohlman, Jeff (NBC Universal, CNBC) <Jeff.Pohlman@nbcuni.com>
Subject: FW: Gun Involved In Teens Death Under Investigation
To: "Ken Soucy" <kensoucy9@yahoo.com>
Date: Thursday, December 30, 2010, 1:45 PM

Ken,
I suspect you probably heard about this.
Let's connect in January.
Jeff

Just saw this - and did not know if we have reported/blogged about it yet?

<http://www.wksr.com/wksr.php?rfc=src/article.html&id=26204>

Gun Involved In Teens Death Under Investigation Posted on December 22, 2010

The focus of an investigation into death of thirteen year old Trenton "Trent" Christopher Holt is being directed at the firearm, according to Giles County Sheriff Kyle Helton, who said the bolt-action 270 Remington 700 has been sent to the Tennessee Bureau of Investigation's crime lab for analysis and testing.

Holt died at his home in southern Giles County. Reports filed with the Sheriff's office state deputies and emergency medical service providers with the Giles County Ambulance Service responded just after 5:30pm to a residence on Bethel Road to find the young boy had been killed instantly by an apparent gunshot wound.

"Our investigators learned the victim and a 14-year-old friend had been handling the firearm when it was discharged," Helton said. "No criminal charges are being sought."

Holt was an eighth grade student at Bridgeforth Middle School, where he excelled both in the classroom and in athletics. According to numerous sources, both boys were experienced hunters, had completed Hunter's Safety Course and treated firearms with proper respect and safety.

Tracy Ayers with the Pulaski Citizen Newspaper did some investigating and found a report on [CNBC.COM](http://www.cnbc.com) that stated the manufacturer of the most popular hunting rifle in the world has been aware of potential safety problems with the gun since before it went on the market 60 years ago.

Drawings and memos made by the gun's inventor, which are included in the CNBC report, alleged

- show the weapon's potential flaw was noted before the gun went on the market, and the company refused to add a trigger block suggested by inventor Mike Walker that would have only cost the company pennies per gun.

Seventy-five lawsuits, an excess of 20 deaths and 100-plus serious injuries are linked to accusation the Remington 700 is prone to firing without the trigger being pulled.

(thanks to Tracy Ayers & the Pulaski Citizen)

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

CONFIDENTIALITY NOTICE: This electronic mail transmission has been sent by a lawyer. It may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this message, any part of it, or any attachments. If you have received this message in error, please delete this message and any attachments from your system without reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, that may attach to this communication. Thank you for your cooperation.

From: Ken Soucy [mailto:kensoucy9@yahoo.com]
Sent: Friday, July 06, 2012 7:37 AM
To: Cleveland, William
Subject: Fw: Remington

----- Forwarded Message -----

From: Timothy W. Monsees <tmonsees@mmmpalaw.com>
To: Ken Soucy <kensoucy9@yahoo.com>
Sent: Wednesday, May 25, 2011 8:48 AM
Subject: RE: Remington

I maintain a close relationship with Jeff Hightower. We talk almost weekly. He and I have collaborated on cases and tried a case together a couple of years ago. Same Rich Miller. Do you feel comfortable talking to me "off the record" about this? Interested to also learn what your level of commitment is relative to the separation agreement. Haskins too had such an agreement, and Jeff deposed him last year. I assume Tommy Millner has such an agreement, and we are to depose him again in the near future. Of course, even Hutton had such an agreement, but I guess as long as he was testifying for Remington, everyone seemed to overlook that. I can be reached most days at the number below, including tomorrow when I have a wide open day. You can call me on the mobile too, 816-213-7780. We represented Rich Barber and his family for Gus' death. I expect you may have had some discussion with Jeff Pohlman regarding his contacts with Rich during the production of the CNBC program. Since I am so intimately involved in cases with Remington, I thought it wise not to become visible in the CNBC program.

Timothy W. Monsees
MONSEES, MILLER, MAYER, PRESLEY & AMICK, P.C.
4717 Grand Avenue, Suite 820
Kansas City, MO 64112
(816) 361-5550
(800) 444-7552 Toll Free
(816) 361-5577 Facsimile

CONFIDENTIALITY NOTICE

This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

From: Ken Soucy [mailto:kensoucy9@yahoo.com]
Sent: Tuesday, May 24, 2011 6:57 AM

To: Timothy W. Monsees
Subject: Re: Remington

Timothy,

Sorry for the late response, but I am currently on the road between South Carolina and Cape Cod.

If memory serves, Rich Miller was the nemesis of Jim Hutton and Jim Hennings and crossed swords numerous time with our Dale Wills. Correct?

The Jims worked for me during those years and I generally kept myself out of the crosshairs.

As I have just in the past couple of days been in caontact with CNBC and Attorney Hightower, I am wondering how you managed to get my contact information.

I am not averse to helping out on M/700 FSR issues but may be of limited value due to my seperation agreement with Remington.

I may not be able to turn over all the rocks on FSR, shotgun barrel steel, common fire control, etc., but I know which rocks to look under.

I expect to be picking up emails daily.

Ken

--- On Mon, 5/23/11, Timothy W. Monsees <tmonsees@mmmpalaw.com> wrote:

From: Timothy W. Monsees <tmonsees@mmmpalaw.com>

Subject: Remington

To: kensoucy9@yahoo.com

Date: Monday, May 23, 2011, 11:43 AM

Ken, I am an attorney who regularly litigates against Remington. You are probably familiar with my former partner, Richard Miller, who first started handling these cases in the mid-1980's. Rich passed away in 2006. I have taken over his work load. If you are so-inclined, I would welcome the chance to chat with you. Let me know, and we can schedule a time to talk.

Timothy W. Monsees

MONSEES, MILLER, MAYER, PRESLEY & AMICK, P.C.

4717 Grand Avenue, Suite 820

Kansas City, MO 64112

(816) 361-5550

(800) 444-7552 Toll Free

(816) 361-5577 Facsimile

tmonsees@mmmpalaw.com

CONFIDENTIALITY NOTICE

This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

CONFIDENTIALITY NOTICE: This electronic mail transmission has been sent by a lawyer. It may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this message, any part of it, or any attachments. If you have received this message in error, please delete this message and any attachments from your system without reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, that may attach to this communication. Thank you for your cooperation.

From: Ken Soucy [mailto:kensoucy9@yahoo.com]
Sent: Friday, July 06, 2012 7:37 AM
To: Cleveland, William
Subject: Fw: Remington

----- Forwarded Message -----

From: Timothy W. Monsees <tmonsees@mmmpalaw.com>
To: Ken Soucy <kensoucy9@yahoo.com>
Sent: Wednesday, May 25, 2011 8:48 AM
Subject: RE: Remington

I maintain a close relationship with Jeff Hightower. We talk almost weekly. He and I have collaborated on cases and tried a case together a couple of years ago. Same Rich Miller. Do you feel comfortable talking to me "off the record" about this? Interested to also learn what your level of commitment is relative to the separation agreement. Haskins too had such an agreement, and Jeff deposed him last year. I assume Tommy Millner has such an agreement, and we are to depose him again in the near future. Of course, even Hutton had such an agreement, but I guess as long as he was testifying for Remington, everyone seemed to overlook that. I can be reached most days at the number below, including tomorrow when I have a wide open day. You can call me on the mobile too, 816-213-7780. We represented Rich Barber and his family for Gus' death. I expect you may have had some discussion with Jeff Pohlman regarding his contacts with Rich during the production of the CNBC program. Since I am so intimately involved in cases with Remington, I thought it wise not to become visible in the CNBC program.

Timothy W. Monsees
MONSEES, MILLER, MAYER, PRESLEY & AMICK, P.C.
4717 Grand Avenue, Suite 820
Kansas City, MO 64112
(816) 361-5550
(800) 444-7552 Toll Free
(816) 361-5577 Facsimile

CONFIDENTIALITY NOTICE

This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

From: Ken Soucy [mailto:kensoucy9@yahoo.com]
Sent: Tuesday, May 24, 2011 6:57 AM

To: Timothy W. Monsees
Subject: Re: Remington

Timothy,

Sorry for the late response, but I am currently on the road between South Carolina and Cape Cod.

If memory serves, Rich Miller was the nemesis of Jim Hutton and Jim Hennings and crossed swords numerous time with our Dale Wills. Correct?

The Jims worked for me during those years and I generally kept myself out of the crosshairs.

As I have just in the past couple of days been in contact with CNBC and Attorney Hightower, I am wondering how you managed to get my contact information.

I am not averse to helping out on M/700 FSR issues but may be of limited value due to my separation agreement with Remington.

I may not be able to turn over all the rocks on FSR, shotgun barrel steel, common fire control, etc., but I know which rocks to look under.

I expect to be picking up emails daily.

Ken

--- On Mon, 5/23/11, Timothy W. Monsees <tmonsees@mmmpalaw.com> wrote:

From: Timothy W. Monsees <tmonsees@mmmpalaw.com>

Subject: Remington

To: kensoucy9@yahoo.com

Date: Monday, May 23, 2011, 11:43 AM

Ken, I am an attorney who regularly litigates against Remington. You are probably familiar with my former partner, Richard Miller, who first started handling these cases in the mid-1980's. Rich passed away in 2006. I have taken over his work load. If you are so-inclined, I would welcome the chance to chat with you. Let me know, and we can schedule a time to talk.

Timothy W. Monsees

MONSEES, MILLER, MAYER, PRESLEY & AMICK, P.C.

4717 Grand Avenue, Suite 820

Kansas City, MO 64112

(816) 361-5550

(800) 444-7552 Toll Free

(816) 361-5577 Facsimile

tmonsees@mmmpalaw.com

CONFIDENTIALITY NOTICE

This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

٢٠٢٤

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

CONFIDENTIALITY NOTICE: This electronic mail transmission has been sent by a lawyer. It may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this message, any part of it, or any attachments. If you have received this message in error, please delete this message and any attachments from your system without reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, that may attach to this communication. Thank you for your cooperation.

From: Ken Soucy [<mailto:kensoucy9@yahoo.com>]
Sent: Friday, July 06, 2012 7:31 AM
To: Cleveland, William
Subject: Re: Subpoena

Attorney Cleveland:

Thanks for accommodating me. I expect a couple of extra weeks will be sufficient. I kept some stuff in email folders (Monsees and CNBC correspondence) but the rest must be ferreted out of a 300 page Yahoo "sent" file.

My "Monsees" communications will follow (5 documents). I will try to send My "CNBC" communications this afternoon or tomorrow.

In answer to your Item 4, I have not received any compensation "by or on behalf...etc.". Further, I do not expect to receive same.

I did not contact CNBC. They contacted me based on a BUSINESS WEEK article in which I was quoted (they said).

Regards,
Ken

From: "Cleveland, William" <WCleveland@wcsr.com>
To: 'Ken Soucy' <kensoucy9@yahoo.com>
Cc: "Lariviere, Carol" <CLariviere@wcsr.com>
Sent: Tuesday, July 3, 2012 5:31 PM
Subject: RE: Subpoena

Dear Mr. Soucy,

Thank you for your email. I am sorry to learn of your illness and wish you all the best with your treatment.

We certainly agree that you can take whatever additional time you require to provide us with the documents.

Can you advise me how much time you think you will need?

Thanks very much,

Will

William C. Cleveland
Womble Carlyle Sandridge & Rice, PLLC
Five Exchange St.
P.O. Box 999
Charleston, S.C. 29401

843-720-4606

From: Ken Soucy [<mailto:kensoucy9@yahoo.com>]
Sent: Tuesday, July 03, 2012 4:14 PM
To: Cleveland, William
Subject: Subpoena

Attorney Cleveland:

I am in receipt of your subpoena and have a request. I would like to be allowed more time to comply.

I am a cancer patient and am currently in the 16th week of a 18 week chemotherapy regimen. My current routine revolves around doctors' appointments (currently under the care of six), vomiting and sleeping. My wife would like to help but is computer illiterate.

In addition, I will need clarification from one of plaintiff's attorneys concerning a document for which I signed a nondisclosure agreement.

My intention is to deliver all documents in electronic form and I assume that will be satisfactory.

Regards,
Ken Soucy

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

CONFIDENTIALITY NOTICE: This electronic mail transmission has been sent by a lawyer. It may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this message, any part of it, or any attachments. If you have received this message in error, please delete this message and any attachments from your system without reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, that may attach to this communication. Thank you for your cooperation.

From: Ken Soucy [<mailto:kensoucy9@yahoo.com>]
Sent: Friday, July 06, 2012 7:31 AM
To: Cleveland, William
Subject: Re: Subpoena

Attorney Cleveland:

Thanks for accommodating me. I expect a couple of extra weeks will be sufficient. I kept some stuff in email folders (Monsees and CNBC correspondence) but the rest must be ferreted out of a 300 page Yahoo "sent" file.

My "Monsees" communications will follow (5 documents). I will try to send My "CNBC" communications this afternoon or tomorrow.

In answer to your Item 4, I have not received any compensation "by or on behalf...etc.". Further, I do not expect to receive same.

I did not contact CNBC. They contacted me based on a BUSINESS WEEK article in which I was quoted (they said).

Regards,
Ken

From: "Cleveland, William" <WCleveland@wcsr.com>
To: 'Ken Soucy' <kensoucy9@yahoo.com>
Cc: "Lariviere, Carol" <CLariviere@wcsr.com>
Sent: Tuesday, July 3, 2012 5:31 PM
Subject: RE: Subpoena

Dear Mr. Soucy,

Thank you for your email. I am sorry to learn of your illness and wish you all the best with your treatment.

We certainly agree that you can take whatever additional time you require to provide us with the documents.

Can you advise me how much time you think you will need?

Thanks very much,

Will

William C. Cleveland
Womble Carlyle Sandridge & Rice, PLLC
Five Exchange St.
P.O. Box 999
Charleston, S.C. 29401

843-720-4606

From: Ken Soucy [<mailto:kensoucy9@yahoo.com>]
Sent: Tuesday, July 03, 2012 4:14 PM
To: Cleveland, William
Subject: Subpoena

Attorney Cleveland:

I am in receipt of your subpoena and have a request. I would like to be allowed more time to comply.

I am a cancer patient and am currently in the 16th week of a 18 week chemotherapy regimen. My current routine revolves around doctors' appointments (currently under the care of six), vomiting and sleeping. My wife would like to help but is computer illiterate.

In addition, I will need clarification from one of plaintiff's attorneys concerning a document for which I signed a nondisclosure agreement.

My intention is to deliver all documents in electronic form and I assume that will be satisfactory.

Regards,
Ken Soucy

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

CONFIDENTIALITY NOTICE: This electronic mail transmission has been sent by a lawyer. It may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this message, any part of it, or any attachments. If you have received this message in error, please delete this message and any attachments from your system without reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, that may attach to this communication. Thank you for your cooperation.

From: Ken Soucy [mailto:kensoucy9@yahoo.com]
Sent: Friday, July 06, 2012 7:36 AM
To: Cleveland, William
Subject: Fw: Remington

----- Forwarded Message -----

From: Ken Soucy <kensoucy9@yahoo.com>
To: Timothy W. Monsees <tmonsees@mmmpalaw.com>
Sent: Friday, June 29, 2012 2:08 PM
Subject: Re: Remington

Thanks. On second thought, please call instead of email. Cuts down on documents.
Ken

From: Timothy W. Monsees <tmonsees@mmmpalaw.com>
To: Ken Soucy <kensoucy9@yahoo.com>
Sent: Friday, June 29, 2012 10:37 AM
Subject: RE: Remington

Ken, I will email Jeff and let him know about your subpoena. I will try to give you an update on Monday. Hope you have a good weekend.

Timothy W. Monsees
MONSEES, MILLER, MAYER, PRESLEY & AMICK, P.C.
4717 Grand Avenue, Suite 820
Kansas City, MO 64112
(816) 361-5550
(800) 444-7552 Toll Free
(816) 361-5577 Facsimile
tmonsees@mmmpalaw.com

CONFIDENTIALITY NOTICE

This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

From: Ken Soucy [mailto:kensoucy9@yahoo.com]
Sent: Friday, June 29, 2012 6:12 AM
To: Timothy W. Monsees
Subject: Fw: Remington

----- Forwarded Message -----

From: Ken Soucy <kensoucy9@yahoo.com>
To: Timothy W. Monsees <tmonsees@mmmpalaw.com>
Sent: Tuesday, June 12, 2012 1:54 PM
Subject: Re: Remington

Don't think I'm up to it any more. I have a serious case of cancer and am now into my 12th week of chemo. Six more weeks of that, followed by surgery.
Ken

From: Timothy W. Monsees <tmonsees@mmmpalaw.com>
To: kensoucy9@yahoo.com
Sent: Monday, June 11, 2012 3:47 PM
Subject: Remington

Ken, I have several cases pending at present against Remington. I would like to schedule a time that is convenient for you to take your deposition. I am approaching this in a fashion so that I would only need to bother you once with this process. Right now, I am looking at dates in August to accomplish this. I will see that you are subpoenaed for this deposition, but do not want this to reach you out of the clear blue. Let me know several dates that work for you. I will then use those to find dates that work for both Remington's attorney and myself. We may also include Jeff Hightower in this deposition, again to minimize your inconvenience. Hope you are well.

Timothy W. Monsees
MONSEES, MILLER, MAYER, PRESLEY & AMICK, P.C.
4717 Grand Avenue, Suite 820
Kansas City, MO 64112
(816) 361-5550
(800) 444-7552 Toll Free
(816) 361-5577 Facsimile
tmonsees@mmmpalaw.com

CONFIDENTIALITY NOTICE

This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

CONFIDENTIALITY NOTICE: This electronic mail transmission has been sent by a lawyer. It may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this message, any part of it, or any attachments. If you have received this message in error, please delete this message and any attachments from your system without reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, that may attach to this communication. Thank you for your cooperation.

From: Ken Soucy [mailto:kensoucy9@yahoo.com]
Sent: Friday, July 06, 2012 7:36 AM
To: Cleveland, William
Subject: Fw: Remington

----- Forwarded Message -----

From: Ken Soucy <kensoucy9@yahoo.com>
To: Timothy W. Monsees <tmonsees@mmmpalaw.com>
Sent: Friday, June 29, 2012 2:08 PM
Subject: Re: Remington

Thanks. On second thought, please call instead of email. Cuts down on documents.
Ken

From: Timothy W. Monsees <tmonsees@mmmpalaw.com>
To: Ken Soucy <kensoucy9@yahoo.com>
Sent: Friday, June 29, 2012 10:37 AM
Subject: RE: Remington

Ken, I will email Jeff and let him know about your subpoena. I will try to give you an update on Monday. Hope you have a good weekend.

Timothy W. Monsees
MONSEES, MILLER, MAYER, PRESLEY & AMICK, P.C.
4717 Grand Avenue, Suite 820
Kansas City, MO 64112
(816) 361-5550
(800) 444-7552 Toll Free
(816) 361-5577 Facsimile
tmonsees@mmmpalaw.com

CONFIDENTIALITY NOTICE

This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

From: Ken Soucy [mailto:kensoucy9@yahoo.com]
Sent: Friday, June 29, 2012 6:12 AM
To: Timothy W. Monsees
Subject: Fw: Remington

----- Forwarded Message -----

From: Ken Soucy <kensoucy9@yahoo.com>
To: Timothy W. Monsees <tmonsees@mmmpalaw.com>
Sent: Tuesday, June 12, 2012 1:54 PM
Subject: Re: Remington

Don't think I'm up to it any more. I have a serious case of cancer and am now into my 12th week of chemo. Six more weeks of that, followed by surgery.
Ken

From: Timothy W. Monsees <tmonsees@mmmpalaw.com>
To: kensoucy9@yahoo.com
Sent: Monday, June 11, 2012 3:47 PM
Subject: Remington

Ken, I have several cases pending at present against Remington. I would like to schedule a time that is convenient for you to take your deposition. I am approaching this in a fashion so that I would only need to bother you once with this process. Right now, I am looking at dates in August to accomplish this. I will see that you are subpoenaed for this deposition, but do not want this to reach you out of the clear blue. Let me know several dates that work for you. I will then use those to find dates that work for both Remington's attorney and myself. We may also include Jeff Hightower in this deposition, again to minimize your inconvenience. Hope you are well.

Timothy W. Monsees
MONSEES, MILLER, MAYER, PRESLEY & AMICK, P.C.
4717 Grand Avenue, Suite 820
Kansas City, MO 64112
(816) 361-5550
(800) 444-7552 Toll Free
(816) 361-5577 Facsimile
tmonsees@mmmpalaw.com

CONFIDENTIALITY NOTICE

This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

CONFIDENTIALITY NOTICE: This electronic mail transmission has been sent by a lawyer. It may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this message, any part of it, or any attachments. If you have received this message in error, please delete this message and any attachments from your system without reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, that may attach to this communication. Thank you for your cooperation.

**MONSEES MILLER
MAYER PRESLEY & AMICK**
A PROFESSIONAL CORPORATION • TRIAL ATTORNEYS

August 2, 2012

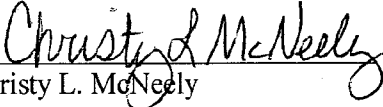
**Mr. Kenneth Soucy
123 Ridge Lake Drive
Manning, SC 29102**

Dear Mr. Soucy:

Enclosed please find the Notice to Take Videotaped Deposition for your deposition on October 2, 2012. It will be at the office of Womble Carlyle at 5 Exchange Street, Charleston, SD 29401. I have reserved a hotel room at the Courtyard by Marriott at 125 Calhoun Street, Charleston SD for the evening of October 1. I will contact you the week prior to make sure the arrangements are the same. Good luck with your treatment and surgery in the next few weeks and let me know if you need additional information.

Yours very truly,

MONSEES MILLER MAYER
PRESLEY & AMICK
A Professional Corporation


Christy L. McNeely
cmcneely@mmmpalaw.com

: clm
Enclosures

TIMOTHY W. MONSEES • DAVID M. MAYER
KIRK R. PRESLEY • BRIAN J. AMICK
KANA R. LYDICK
ANDREW S. LEROY
OF COUNSEL:
LEE ANN MILLER • JILL A. PRESLEY
RICHARD C. MILLER (1955-2006)

1021 E. WALNUT STREET • SPRINGFIELD, MO 65806-2301
PHONE: (417)866-8688 • FAX: (417)866-8687

TOLL FREE: 1(800)333-7552
INTERNET: www.mmmpalaw.com



SEE 4440

UNITED STATES DISTRICT COURT

for the

DISTRICT OF SOUTH CAROLINA

RECEIVED
2012 JUN 26 P 3:55
U.S. DISTRICT COURT, CHARLESTON, SC

Charles A. Pienaar and Stephanie S. Pienaar

Plaintiff

v.

Remington Arms Company, LLC, Sporting Goods
Properties, Inc. and E.I. duPont de Nemours & Co.

Defendant

Civil Action No. 2:12-MC-00226

(If the action is pending in another district, state where:

USDC for the Western District of Pa.)

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Kenneth Soucy

☒ **Production:** YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material: A description of the documents you are commanded to produce is contained in the attached Rider to Subpoena Duces Tecum.

Place: Office of William C. Cleveland Womble Carlyle Sandridge & Rice, LLP Five Exchange St., Charleston, S.C. 29401	Date and Time: 07/09/2012 10:00 am
--	---------------------------------------

☐ **Inspection of Premises:** YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45 (d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.

Date: 06/26/12

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail, and telephone number of the attorney representing (name of party) Remington Arms Company, LLC, Sporting Goods Properties, Inc. and E.I. duPont de Nemours & Co., who issues or requests this subpoena, are:

William C. Cleveland, Womble Carlyle Sandridge & Rice, LLP, Five Exchange St., Charleston, S.C. 29401;
wcleveland@wcsr.com; 843-722-3400

Exhibit A

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

This subpoena for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Federal Rule of Civil Procedure 45 (c), (d), and (e) (Effective 12/1/07)

(c) Protecting a Person Subject to a Subpoena.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the issuing court must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person who is neither a party nor a party's officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information;

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party; or

(iii) a person who is neither a party nor a party's officer to incur substantial expense to travel more than 100 miles to attend trial.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(d) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information.

These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) Contempt. The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty's failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

RIDER TO SUBPOENA DUCES TECUM

"Documents," as used in the following numbered paragraphs, shall mean records, reports, agreements, contracts, court pleadings, testimony transcripts, drawings, statements, photographs, video recordings, correspondence and e-mails.

1. All documents relating to or referencing the design, development, manufacture, testing or performance of Remington bolt-action rifles or any components thereof.
2. All documents from or relating to any litigation involving Remington bolt-action rifles.
3. All documents for the time period from January 1, 2010, through the date of your compliance with this subpoena, which were sent by you to or received by you from any of the following persons or entities:
 - a. Attorney Timothy Monsees;
 - b. Attorneys, representatives or other persons acting on behalf of Monsees, Miller, Mayer, Presley & Amick PC;
 - c. Other attorneys or law firms who have represented plaintiffs in litigation involving alleged accidental discharges of Remington bolt-action rifles;
 - d. Representatives or others acting on behalf of NBC or CNBC in connection with programs or stories involving Remington firearms;
 - e. Any person who was a plaintiff in prior litigation against Remington Arms Company, Inc. and/or Sporting Goods Properties, Inc. involving an alleged accidental discharge of a Remington bolt-action rifle; and
 - f. Past or present employees of Remington Arms Company, Inc. or Sporting Goods Properties, Inc. relating to the design, development, manufacture, testing or performance of Remington bolt-action rifles or any components thereof.
4. All documents referencing or relating to any compensation or monies paid to you since January 1, 2010, or to be paid to you in the future, by or on behalf of any attorneys or law firms representing plaintiffs in litigation against Remington Arms Company, LLC, Sporting Goods Properties, Inc. or E.I. duPont de Nemours & Company.

WOMBLE
CARLYLE
SANDRIDGE
& RICE
A PROFESSIONAL LIMITED
LIABILITY COMPANY

5 Exchange Street
Charleston, SC 29401

Mailing Address:
Post Office Box 999
Charleston, SC 29402
Telephone: (843) 722-3400
Fax: (843) 723-7398
www.wcsr.com

William C. Cleveland
Direct Dial: 843-720-4606
E-mail: WCleveland@wcsr.com

June 26, 2012

Mr. Kenneth Soucy
123 Ridge Lake Drive
Manning, SC 29102-4477

Re: Charles A. Pienaar, et al. v. Remington Arms Company, LLC, et al.
Civil Action No.: 11-1476

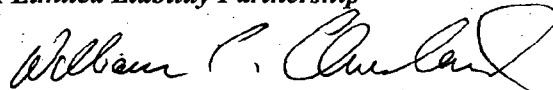
Dear Mr. Soucy:

I represent Remington Arms Company, LLC, Sporting Goods Properties, Inc. and E.I. duPont de Nemours & Company. The above captioned lawsuit is presently pending in the United States District Court for the Western District of Pennsylvania. You have been served with the attached subpoena duces tecum requiring you to produce the documents described in the rider to the subpoena duces tecum in my office on July 9, 2012 at 10:00 a.m. This is to advise you that you are not required to appear at my office and, depending on the volume of the documents you have, you can simply mail copies of the documents to me.

If you would like to discuss any aspect of the subpoena, please do not hesitate to give me a call.

Very truly yours,

WOMBLE CARLYLE SANDRIDGE & RICE
A Limited Liability Partnership



William C. Cleveland

wcc/cml

Enclosures

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW YORK
NORTHERN DIVISION

CREIGH LANDIS and BRENT LANDIS,)
Individually,)
Plaintiffs,)

vs.)

Case No. 8:11-CV-1377

REMINGTON ARMS COMPANY, LLC,)
et al.,)
Defendants.)

IN THE UNITED STATES COURT
FOR THE WESTERN DISTRICT OF KENTUCKY
OWENSBORO DIVISION

JONATHON MOORE,)
Plaintiff,)

vs.)

Case No. 4:12cv-41 M

REMINGTON ARMS COMPANY, LLC,)
et al.,)
Defendants.)

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH DAKOTA
SOUTHERN DIVISION

CAROL O'NEAL, as Personal)
Representative of the Estate of LANNY)
O'NEAL, Deceased,)
Plaintiff,)

vs.)

Case No. 11-4182

REMINGTON ARMS COMPANY, LLC,)
et al.,)
Defendants.)

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
EASTERN DIVISION

MIRACLE KAYLA PARKER,)
Plaintiff,)
vs.) Case No. 1:11-cv-1370
REMINGTON ARMS COMPANY, LLC,)
et al.,)
Defendants.)

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

CHARLES A. PIENAAR and)
STEPHANIE S. PIENAAR,)
Plaintiffs,)
vs.) Case No. 2:11-cv-1476
REMINGTON ARMS COMPANY, LLC,)
et al.,)
Defendants.)

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NORTH DAKOTA
NORTHEASTERN DIVISION

JARED SCHUELLER,)
Plaintiff,)
vs.) Case No. 2:11-CV-108
REMINGTON ARMS COMPANY, LLC,)
et al.,)
Defendants.)

NOTICE OF ORAL AND VIDEO DEPOSITION OF KENNETH SOUCY

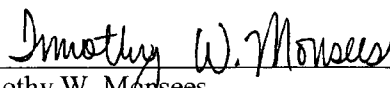
TO: Defendant, Remington Arms Company, Inc., by and through its attorney of record, Dale Wills, Swanson Martin & Bell, Chicago, Illinois.

DATE	WITNESS	TIME
October 2, 2012	Kenneth Soucy	9:00 a.m.

PLEASE TAKE NOTICE that, pursuant to the Federal Rules of Civil Procedure, Plaintiff will take the oral and videotaped deposition of the above witness at **Womble Carlyle Law Firm, 5 Exchange Street, Charleston South Carolina 29401.**

The deposition will be taken before a Certified Court Reporter (Midwest Litigation Services), who is authorized to administer oaths and report oral deposition testimony. The deposition will also be taken before a Videographer (Midwest Litigation Services). The deposition will be taken for the purpose of discovery or for use as evidence in the above-styled and numbered cause. The deposition will continue from day-to-day until completed. You are hereby invited to attend and propound such questions to the witness or witnesses as may be appropriate under the Federal Rules of Civil Procedure.

MONSEES, MILLER, MAYER, PRESLEY
& AMICK, P.C.



Timothy W. Monsees
4717 Grand Avenue, Suite 820
Kansas City, MO 64112
tmonsees@mmmpalaw.com
(816) 361-5550
(816) 361-5577 Facsimile No.
ATTORNEY FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing was mailed, postage pre-paid, this 2 day of August, 2012, to the following:

Dale Wills
SWANSON, MARTIN & BELL, LLP
330 North Wabash Avenue, Suite 3300
Chicago, IL 60611

Paul Jureller, Esq.
THORN, GERSHON, TYMANN AND BONANNI, LLP
P. O. Box 15054
Albany, NY 12212

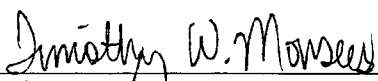
David T. Schaefer
DINSMORE & SHOHL, LLP
101 South Fifth Street, Suite 2500
Louisville, KY 40202

James E. Moore
WOODS, FULLER, SHULTZ AND SMITH, P.C.
P. O. Box 5027
Sioux Falls, SD 57117

Robert A. McLean
FARRIS, BOBANGO, BRANAN, PLC
999 S. Shady Grove Road, Suite 500
Memphis, TN 38120

Clem C. Trischler
PIETRAGALLO, GORDON, ALFANO, BOSICK
& RASPANTI, LLP
One Oxford Centre, 38th Floor
Pittsburg, PA 15219

Michael D. Nelson
OHNSTAD TWICHELL, P.C.
P. O. Box 458
West Fargo, ND 58078



Timothy W. Monsees
ATTORNEY FOR PLAINTIFFS

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

CHARLES A. PIENAAR and
STEPHANIE S. PIENAAR,
Individually,

Plaintiffs,

vs.

Case No. 2:11-cv-1476

REMINGTON ARMS COMPANY, LLC,
SPORTING GOODS PROPERTIES, INC.
and E. I. DuPONT DE NEMOURS AND
COMPANY,

Defendants.

**PLAINTIFF'S OBJECTIONS AND RESPONSES TO REMINGTON ARMS COMPANY,
LLC'S SECOND REQUEST FOR PRODUCTION OF DOCUMENTS TO PLAINTIFF
CHARLES A. PIENAAR**

Plaintiff, Charles Pienaar and for his Objections and Responses to Defendant Remington Arms Company, L.L.C.'s First Request for Production of Documents, states as follows:

1. All correspondence and emails between former Remington employee, Kenneth Soucy, and any of plaintiffs' attorneys. For purposes of this request, "plaintiffs' attorneys" included representatives and employees of the attorneys and law firms representing the plaintiffs in this action and any other acting on behalf of those attorneys and law firms.

RESPONSE: Plaintiff objects to this request as being so overly broad as to invade the attorney-client and attorney work product privilege. Without waiving this objection, Plaintiff has attached all such communications.

2. All written and recorded statements (including affidavits or declarations) of former Remington employee, Kenneth Soucy.

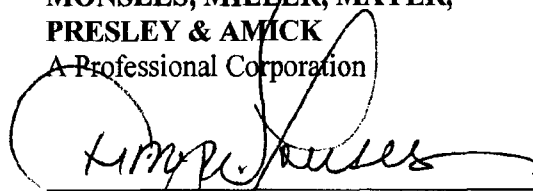
RESPONSE: Plaintiff objects to this request as seeking the work product of Plaintiff and Plaintiff's counsel. Without waiving this objection, Plaintiff has no recorded statements aside from the emails attached.

3. All records, documents, transcripts, and tangible things sent to or received from Kenneth Soucy by plaintiffs' attorneys. For purposes of this request, "plaintiffs' attorneys" includes representatives and employees of the attorneys and law firms representing the plaintiffs in this action and any others acting on behalf of those attorneys and law firms.

RESPONSE: Plaintiff objects to this request as seeking the work product of Plaintiff and Plaintiff's counsel and as also seeking information regarding the mental impressions and opinions of Plaintiff's counsel. Without waiving this objection, neither Plaintiff nor plaintiff's counsel has any such documents aside from the attached documents.

Respectfully submitted,

**MONSEES, MILLER, MAYER,
PRESLEY & AMICK**
A Professional Corporation



Timothy W. Monsees, MO # 31004
4717 Grand Avenue, Suite 820
Kansas City, MO 64112
Tele: 816-361-5550
Fax: 816-361-5577
tmonsees@mmmpalaw.com

and

BRUCE E. DICE AND ASSOCIATES, P.C.

Bruce E. Dice Esq. I.D. No. 16470

Chelsea Dice, Esq. I.D. No. 90019

787 Pine Valley Drive, Suite E

Pittsburgh, PA 15239

Tele: 724-733-3080

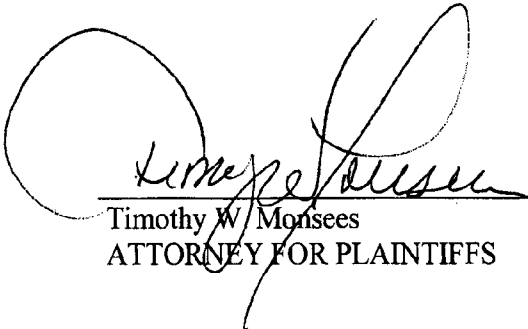
cdice@dicelaw.com

CERTIFICATE FOR MAILING

I certify that on July 11, 2012, I mailed a copy of the foregoing Plaintiff's Objection's and Responses to Defendants Request for Production of Document to:

Dale G. Wills
Swanson Martin and Bell, LLP
330 N. Wabash Avenue, Suite 3300
Chicago, IL 60611
dwills@smbtrials.com

Clem C. Trischler,
Pietragallo, Bosick and Gordon,
One Oxford Centre, 38th Floor,
Pittsburgh, PA 15219
cct@pietragallo.com



Timothy W. Monsees
ATTORNEY FOR PLAINTIFFS

Mari Stewart

From: Ken Soucy [kensoucy9@yahoo.com]
Sent: Friday, June 29, 2012 6:11 AM
To: Timothy W. Monsees
Subject: Fw: Remington

— Forwarded Message —

From: Timothy W. Monsees <tmonsees@mmmpalaw.com>
To: Ken Soucy <kensoucy9@yahoo.com>
Sent: Wednesday, May 25, 2011 8:48 AM
Subject: RE: Remington

I maintain a close relationship with Jeff Hightower. We talk almost weekly. He and I have collaborated on cases and tried a case together a couple of years ago. Same Rich Miller. Do you feel comfortable talking to me "off the record" about this? Interested to also learn what your level of commitment is relative to the separation agreement. Haskins too had such an agreement, and Jeff deposed him last year. I assume Tommy Millner has such an agreement, and we are to depose him again in the near future. Of course, even Hutton had such an agreement, but I guess as long as he was testifying for Remington, everyone seemed to overlook that. I can be reached most days at the number below, including tomorrow when I have a wide open day. You can call me on the mobile too, 816-213-7780. We represented Rich Barber and his family for Gus' death. I expect you may have had some discussion with Jeff Pohlman regarding his contacts with Rich during the production of the CNBC program. Since I am so intimately involved in cases with Remington, I thought it wise not to become visible in the CNBC program.

Timothy W. Monsees
 MONSEES, MILLER, MAYER, PRESLEY & AMICK, P.C.
 4717 Grand Avenue, Suite 820
 Kansas City, MO 64112
 (816) 361-5550
 (800) 444-7552 Toll Free
 (816) 361-5577 Facsimile

CONFIDENTIALITY NOTICE

This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

From: Ken Soucy [mailto:kensoucy9@yahoo.com]
Sent: Tuesday, May 24, 2011 6:57 AM
To: Timothy W. Monsees
Subject: Re: Remington

Timothy,
 Sorry for the late response, but I am currently on the road between South Carolina and Cape Cod.
 If memory serves, Rich Miller was the nemesis of Jim Hutton and Jim Hennings and

crossed swords numerous time with our Dale Wills. Correct?

The Jims worked for me during those years and I generally kept myself out of the crosshairs.

As I have just in the past couple of days been in caontact with CNBC and Attorney Hightower, I am wondering how you managed to get my contact information.

I am not averse to helping out on M/700 FSR issues but may be of limited value due to my seperation agreement with Remington.

I may not be able to turn over all the rocks on FSR, shotgun barrel steel, common fire control, etc., but I know which rocks to look under.

I expect to be picking up emails daily.

Ken

--- On Mon, 5/23/11, Timothy W. Monsees <tmonsees@mmmpalaw.com> wrote:

From: Timothy W. Monsees <tmonsees@mmmpalaw.com>

Subject: Remington

To: kensoucy9@yahoo.com

Date: Monday, May 23, 2011, 11:43 AM

Ken, I am an attorney who regularly litigates against Remington. You are probably familiar with my former partner, Richard Miller, who first started handling these cases in the mid-1980's. Rich passed away in 2006. I have taken over his work load. If you are so-inclined, I would welcome the chance to chat with you. Let me know, and we can schedule a time to talk.

Timothy W. Monsees

MONSEES, MILLER, MAYER, PRESLEY & AMICK, P.C.

4717 Grand Avenue, Suite 820

Kansas City, MO 64112

(816) 361-5550

(800) 444-7552 Toll Free

(816) 361-5577 Facsimile

tmonsees@mmmpalaw.com

CONFIDENTIALITY NOTICE

This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed.

If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

Mari Stewart

From: Timothy W. Monsees
Sent: Tuesday, June 12, 2012 4:10 PM
To: Christy McNeely
Cc: Mari Stewart; Richard Ramler
Subject: Fwd: Remington

Sent from my iPhone

Begin forwarded message:

From: Ken Soucy <kensoucy9@yahoo.com>
Date: June 12, 2012 1:54:12 PM EDT
To: "Timothy W. Monsees" <tmonsees@mmmpalaw.com>
Subject: Re: Remington
Reply-To: Ken Soucy <kensoucy9@yahoo.com>

Don't think I'm up to it any more. I have a serious case of cancer and am now into my 12th week of chemo. Six more weeks of that, followed by surgery.

Ken

From: Timothy W. Monsees <tmonsees@mmmpalaw.com>
To: kensoucy9@yahoo.com
Sent: Monday, June 11, 2012 3:47 PM
Subject: Remington

Ken, I have several cases pending at present against Remington. I would like to schedule a time that is convenient for you to take your deposition. I am approaching this in a fashion so that I would only need to bother you once with this process. Right now, I am looking at dates in August to accomplish this. I will see that you are subpoenaed for this deposition, but do not want this to reach you out of the clear blue. Let me know several dates that work for you. I will then use those to find dates that work for both Remington's attorney and myself. We may also include Jeff Hightower in this deposition, again to minimize your inconvenience. Hope you are well.

Timothy W. Monsees
MONSEES, MILLER, MAYER, PRESLEY & AMICK, P.C.
4717 Grand Avenue, Suite 820
Kansas City, MO 64112
(816) 361-5550
(800) 444-7552 Toll Free
(816) 361-5577 Facsimile
tmonsees@mmmpalaw.com

CONFIDENTIALITY NOTICE

This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from

6/14/2012

SEE 4455

disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

6/14/2012

SEE 4456

Mari Stewart

From: Ken Soucy [kensoucy9@yahoo.com]
Sent: Thursday, May 26, 2011 4:09 PM
To: Timothy W. Monsees
Subject: Soucy Separation Agreement
Attachments: SEPARATION AGREEMENT.pdf

Counselor,

It turns out that I had a copy of my separation agreement in my laptop.

Also, I thought you might be interested in an excerpt from my initial contact in this matter.

To: XXXXXXXX

Re: Reminton M/700

I watched with interest CNBC's "expose" of the M/700 fire control problem. I held various positions with Remington during the 70's, 80's and 90's including *Manager, Technical Services (R&D)*, *Superintendent, Product Engineering & Control*, (included all QC functions), *Director of International Technology*, etc. I have also served as expert witness for Remington, although not on M/700 issues.

During the mid 90's I was the guy assigned to handle a 60 MINUTES interview on the same subject. It was with, as I recall, Ed Bradley's producer. I apparently did okay, as they never chose to air a story.

I was also the guy who initiated and led the NBAR program before moving on to other things.

So much for the bona fides.

What surprised me about the CNBC piece was their failure to mention a very damaging piece of evidence, that being the numerous FSR incidents in Remington's own factory, mostly on brand new guns. These occurred due to a tiny sliver of metal being created during the fire control assembly operation. That sliver would get lodged in a position such that the trigger would not return to the neutral position. The safety was then released and... BAM. In the field, any foreign object of about the same size could, and probably has, produced the same result.

If Remington has managed to shield these incidents from your discovery process, they have done a pretty thorough job of "cleaning things up".

Thought you'd want to know.

I have been ambivalent about this situation for years. I guess I agree with my old friend Mike Walker. There was nothing sinister about Remington's actions, at least at the engineering level. But you don't have to be sinister to be wrong.

If I can be of assistance, let me know.

As I do not know who is the lead attorney in this matter, I have sent a similar note to Attorney XXXXX.

Regards,
Ken Soucy

6/28/2012

SEE 4457

I maintain a close relationship with Jeff Hightower. We talk almost weekly. He and I have collaborated on cases and tried a case together a couple of years ago. Same Rich Miller. Do you feel comfortable talking to me "off the record" about this? Interested to also learn what your level of commitment is relative to the separation agreement. Haskins too had such an agreement, and Jeff deposed him last year. I assume Tommy Millner has such an agreement, and we are to depose him again in the near future. Of course, even Hutton had such an agreement, but I guess as long as he was testifying for Remington, everyone seemed to overlook that. I can be reached most days at the number below, including tomorrow when I have a wide open day. You can call me on the mobile too, 816-213-7780. We represented Rich Barber and his family for Gus' death. I expect you may have had some discussion with Jeff Pohlman regarding his contacts with Rich during the production of the CNBC program. Since I am so intimately involved in cases with Remington, I thought it wise not to become visible in the CNBC program.

Timothy W. Monsees
MONSEES, MILLER, MAYER, PRESLEY & AMICK, P.C.
4717 Grand Avenue, Suite 820
Kansas City, MO 64112
(816) 361-5550
(800) 444-7552 Toll Free
(816) 361-5577 Facsimile

CONFIDENTIALITY NOTICE

This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

From: Ken Soucy [mailto:kensoucy9@yahoo.com]
Sent: Tuesday, May 24, 2011 6:57 AM
To: Timothy W. Monsees
Subject: Re: Remington

Timothy,
Sorry for the late response, but I am currently on the road between South Carolina and Cape Cod.
If memory serves, Rich Miller was the nemesis of Jim Hutton and Jim Hennings and crossed swords numerous time with our Dale Wills. Correct?
The Jims worked for me during those years and I generally kept myself out of the crosshairs.

As I have just in the past couple of days been in caontact with CNBC and Attorney Hightower, I am wondering how you managed to get my contact information.

I am not averse to helping out on M/700 FSR issues but may be of limited value due to my seperation agreement with Remington.

I may not be able to turn over all the rocks on FSR, shotgun barrel steel, common fire control, etc., but I know which rocks to look under.

I expect to be picking up emails daily.

Ken

--- On Mon, 5/23/11, Timothy W. Monsees <tmonsees@mmpalaw.com> wrote:

From: Timothy W. Monsees <tmonsees@mmpalaw.com>

Subject: Remington

To: kensoucy9@yahoo.com

Date: Monday, May 23, 2011, 11:43 AM

Ken, I am an attorney who regularly litigates against Remington. You are probably familiar with my former partner, Richard Miller, who first started handling these cases in the mid-1980's. Rich passed away in 2006. I have taken over his work load. If you are so-inclined, I would welcome the chance to chat with you. Let me know, and we can schedule a time to talk.

Timothy W. Monsees

MONSEES, MILLER, MAYER, PRESLEY & AMICK, P.C.

4717 Grand Avenue, Suite 820

Kansas City, MO 64112

(816) 361-5550

(800) 444-7552 Toll Free

(816) 361-5577 Facsimile

tmonsees@mmpalaw.com

CONFIDENTIALITY NOTICE

This e-mail and any files transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited.

Mari Stewart

From: Ken Soucy [kensoucy9@yahoo.com]
Sent: Thursday, May 26, 2011 4:09 PM
To: Timothy W. Monsees
Subject: Soucy Separation Agreement
Attachments: SEPARATION AGREEMENT.pdf

Counselor,

It turns out that I had a copy of my separation agreement in my laptop.

Also, I thought you might be interested in an excerpt from my initial contact in this matter.

To: XXXXXXXX

Re: Reminton M/700

I watched with interest CNBC's "expose" of the M/700 fire control problem. I held various positions with Remington during the 70's, 80's and 90's including *Manager, Technical Services (R&D)*, *Superintendent, Product Engineering & Control*, (included all QC functions), *Director of International Technology*, etc. I have also served as expert witness for Remington, although not on M/700 issues.

During the mid 90's I was the guy assigned to handle a 60 MINUTES interview on the same subject. It was with, as I recall, Ed Bradley's producer. I apparently did okay, as they never chose to air a story.

I was also the guy who initiated and led the NBAR program before moving on to other things.

So much for the bona fides.

What surprised me about the CNBC piece was their failure to mention a very damaging piece of evidence, that being the numerous FSR incidents in Remington's own factory, mostly on brand new guns. These occurred due to a tiny sliver of metal being created during the fire control assembly operation. That sliver would get lodged in a position such that the trigger would not return to the neutral position. The safety was then released and... BAM. In the field, any foreign object of about the same size could, and probably has, produced the same result.

If Remington has managed to shield these incidents from your discovery process, they have done a pretty thorough job of "cleaning things up".

Thought you'd want to know.

I have been ambivalent about this situation for years. I guess I agree with my old friend Mike Walker. There was nothing sinister about Remington's actions, at least at the engineering level. But you don't have to be sinister to be wrong.

If I can be of assistance, let me know.

As I do not know who is the lead attorney in this matter, I have sent a similar note to Attorney XXXXX.

Regards,

Ken Soucy

6/28/2012

SEE 4461

SEPARATION AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") entered into this 22 day of January, 1997, between **KENNETH W. SOUCY** (hereinafter "Employee"), and **REMINGTON ARMS COMPANY, INC.**, a Delaware corporation (hereinafter "Remington").

WHEREAS, the parties believe an amicable resolution of all matters relative to Employee's employment with Remington and separation therefrom is in their respective best interests.

NOW THEREFORE, in consideration of the mutual obligations and promises set forth herein, the parties agree as follows:

1. Remington's Covenants. Remington covenants and agrees to:

(a) Compensation. Pay and provide Employee the compensation and benefits described in Attachment "A", in complete and full satisfaction of all claims for compensation and benefits from Remington or any and all of its affiliates, subsidiaries, corporate parents, agents, officers, owners, employees, attorneys, successors and assigns, (collectively "Remington Agent(s)"), including but not limited to wages, salary, benefits, bonus(es), stock, stock options and any other wage or contract claim on any theory or basis whatsoever that has or could be asserted. Remington shall withhold all appropriate payroll taxes from this amount. It is further understood and agreed that under Remington's ex-patriot policy, Remington is liable for foreign, federal and state income taxes based on compensation paid to Employee from Remington for the years 1995-97, in excess of Employee's theoretical liability as computed by Ernst & Young. Remington agrees to pay all foreign, federal and state income taxes in return for Employee agreeing to pay, if required, any additional theoretical tax due, including but not limited to 1995, 1996, and 1997 as computed by Ernst & Young. Employee is entitled to the refund of any hypothetical tax withheld in excess of the theoretical tax as computed by Ernst & Young.

Employee is responsible for any additional taxes related to income after his separation date in 1996.

(b) Conversion Notice. Provide Employee notice and full rights of conversion under COBRA and ERISA.

2. Employee's Covenants. Employee covenants and agrees to:

(a) Release. Forever release, discharge, cancel, waive and acquit, for Employee and for Employee's marital community, heirs, executors, administrators, and assigns, Remington and Remington Agents of and from any and all rights, claims, demands, causes of action, obligations, damages, penalties, fees, costs, expenses, and liability of any nature whatsoever, whether in law or equity, which Employee has, had or may hereafter have against Remington or Remington Agents arising out of, or by reason of any cause, matter, or thing whatsoever existing as of the date of execution of this Agreement, **WHETHER KNOWN TO THE PARTIES AT THE TIME OF EXECUTION OF THIS AGREEMENT OR NOT**. This FULL RELEASE OF ALL CLAIMS includes, without limitation, attorney's fees, and any claims, demands, or causes of action arising out of, or relating in any manner whatsoever to, the employment and/or termination of the employment of Employee with Remington, such as, **BUT NOT LIMITED TO**, any charge, claim, lawsuit or other proceeding arising under the Civil Rights Act of 1966, 1964, or 1991, Title VII as amended by the Civil Rights Act of 1991, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), the Labor Management Relations Act (LMRA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Employee Retirement Income Security Act (ERISA), the Fair Labor Standards Act (FLSA), the Equal Pay Act, any Act or statute arising under or within the Office of Federal Contract Compliance (OFCCP), the Rehabilitation Act of 1973, any state Civil Rights Act, the Family and Medical Leave Act of 1993, Worker's Compensation Claims, or any other foreign, federal, state, or local statute or law. Employee further covenants and agrees not to institute, nor cause to be instituted in Employee behalf, any legal proceeding, including filing any claims or complaint with any government agency alleging any violation of law or public policy against Remington or Remington Agents premised upon any legal theory or claim whatsoever (except to

enforce the terms of this Agreement), including without limitation, tort, wrongful discharge, and breach of contract.

(b) Return of Property. Return to Remington all property belonging to Remington, including but not limited to, any and all records, files, office supplies, computers, software, computer disks, electronic information, printers, cellular telephones, credit cards, phone cards, office keys, building access card(s), and all other property.

(c) Injunction. Allow Remington, in the event of a threatened or actual breach by Employee of the provisions of this Agreement, to enforce this Agreement by injunction (without the requirement to post bond) in addition to other remedies that may be available under law or equity. Nothing herein contained shall be construed as prohibiting Remington from pursuing any other remedies available to Remington for such breach or threatened breach, including the recovery of damages from Employee.

(d) Cooperation. Provide reasonable assistance to Remington while Employee continues to receive compensation or benefits under this Agreement, upon Remington's request, concerning the Employees previous employment responsibilities and functions.

(e) Tax Refund. Pay and release unto Remington any IRS refunded income tax overpayment, previously paid by Remington on Employee's behalf for the 1995, 1996, and 1997 tax year, as calculated by Ernst and Young, in accordance with Remington's tax equalization policies.

(f) Proprietary Information. Recognize the fact that Remington's manufacturing processes, business plans, corporate strategy, trade secrets, suppliers, customers, product development strategies, research and development plans and strategies, potential customers, lists of customers, and other confidential information ("Proprietary Information") are valuable, special and unique assets of Remington, and that Employee, by virtue of his management, international operations, and research and development employment positions, acquired and had access to Remington's Proprietary Information, the use of which by a competitor could result in serious damage or injury to the business interests of Remington, domestically and internationally; and Employee agrees that he will hold all such information in confidence.

(g) Non-Competition. Refrain from (i) being employed or engaged, directly or indirectly, as an agent, employee, officer, director, shareholder, consultant, partner, joint venturer, or in any other manner in any aspect of a company's or individual's business of designing, manufacturing, distributing, marketing, or selling shotguns, rifles, ammunition, or sport hunting products, accessories or apparel, internationally or domestically, and (ii) calling upon, soliciting, servicing, interfering with or diverting in any way any customers served by Remington, domestically or internationally, for a period of two (2) years from the date of this Agreement. As an exception to 2(g) (i) above, Employee will not violate this provision by working as an employee or consultant for a company which designs, manufactures, distributes, markets, or sells military firearms, ammunition, or products, or provides manufacturing or product development services solely for or to military contractors or military organizations. This exception does not apply to or include a company where any portion of its firearms, ammunition, or products, or manufacturing or product development services, are sold or provided to or for non-military, civilian markets or users, or if the subject company is developing non-military firearms, shotguns, rifles, ammunition, or sport hunting products, accessories or apparel. Employee acknowledges and agrees that Employee's experience and capabilities are such that he can obtain employment in other lines and of a different nature than those prevented under this Agreement, and that the enforcement of this Agreement by injunction will not prevent him from earning a livelihood or impose upon him any undue hardship, economic or otherwise.

(h) Employment Notice. Before engaging in work for any company under the exception described in section 2(g)(i) above, Employee will provide Remington with 15 days advance written notice of the name, address, phone number, and company description for the subject company and Employee's proposed employment duties and department assignment, and provide the subject company and relevant department head a copy of the above non-competition provision 2(g) and Remington's name, address, and phone number for the Legal Department -- (910) 548-8515.

3. Breach. Employee covenants and agrees that any material breach of this Agreement by Employee shall entitle Remington, in addition to a cause of action for damages, to rescind this Agreement, and to recover any monetary amounts paid to Employee as of the date of rescission.

4. Employee Representations. Employee, by Employee's execution of this Agreement, avows that the following statements are true:

(a) Review of Agreement. That Employee has been given the opportunity and has, in fact, read this entire Agreement, that it is in plain language, and that Employee has had all questions regarding its meaning answered to Employee's satisfaction;

(b) Independent Advice. That Employee has been given the full opportunity to obtain the independent advice and counsel from an attorney of Employee's own choosing;

(c) Understanding of Terms. That Employee fully understands the terms, contents and effects of this Agreement and understands that it is a **FULL RELEASE OF ALL CLAIMS**, including arbitration claims and awards, against Remington and any and all Remington Agents including any rights under the ADEA, and as to ADEA claims, is not a waiver of claims that may arise after the date of this Agreement;

(d) Consideration. That this **FULL RELEASE OF ALL CLAIMS** is given in return for valuable consideration, in addition to anything of value to which Employee is already entitled, as provided under the terms of this Agreement;

(e) Voluntary Act. That employee enters into this Agreement knowingly and voluntarily in exchange for the promises referenced in this Agreement and that no other representations have been made to Employee to induce or influence Employee's execution of this Agreement; and

(f) Notice Period. That Employee has been given at least twenty-one (21) days within which to consider this Agreement before signing and seven (7) days following Employee's execution of the Agreement to revoke this Agreement. The Agreement shall not become effective or enforceable until the foregoing revocation period has expired.

5. Advance and Set-Off. It is understood and expressly agreed by the parties that amounts paid shall constitute an advance for which a credit and set-off will be taken, in its entirety, against any workers' compensation benefits, including benefits and/or payments for temporary or permanent disability, medical costs, or rehabilitation, under provisions of applicable state law. It is the intention of the parties that such credit/set-off be made by the parties, and

Employee agrees to cooperate fully with Remington to facilitate such credit/set-off. Employee represents that employee has no workers' compensation claim against Remington pending at this time and has no current intention of filing such claims.

6. Confidentiality. Employee agrees that any and all confidential information obtained by or disclosed to Employee at any time during Employee's employment with Remington or thereafter which is not generally known to the public, including, but not limited to, information concerning Remington's customers, customer lists, methods of operation, manufacturing procedures, products, product history, claims, claims history, liabilities or potential liabilities, management information systems, security procedures, processes, practices, policies, programs, and procedures, and/or personnel data, are strictly confidential and/or proprietary to Remington, constitute trade secrets of Remington and shall not be disclosed, discussed, or revealed to any persons, entities, or organizations, outside of Remington, without prior written approval of an authorized representative of Remington, or as required by law. Anything to the contrary in this Paragraph notwithstanding, Employee may freely use any information (i) which is now generally known or is readily available to the trade or in the public domain, (ii) which is independently developed by Employee (or independently developed by a third party and lawfully disclosed to Employee) apart from Employee's employment with Remington, or (iii) which is disclosed in any issued patent, publication, or other source from and after the time it becomes available to the public in any form.

7. Governing Law and Venue. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of North Carolina, and no action involving this Agreement may be brought except in the Courts of the State of North Carolina or the Federal District Courts sitting therein.

8. Severability. If any provision of this Agreement or the application thereof is held to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall be construed so as to comply with law, and shall nevertheless continue in full force and effect without being impaired in any manner whatsoever.

9. Headings. The headings in this agreement are for reference only and shall not affect the interpretation of this agreement.

10. Notices. All notices, demands, or other communications which are required or are permitted to be given hereunder shall be in writing and shall be deemed to have been sufficiently given upon personal delivery, or on the third business day following due deposit in the United States Mail, postage prepaid, and sent certified mail, return receipt requested, correctly addressed to the addresses of the parties as follows:

If to Employee:

45 ADMIRAL'S LANE, No. 16
LACONIA, NH 03246

If to Remington:

Wayland E. Hundley
Legal Department
REMINGTON ARMS COMPANY, INC.
Post Office Box 700
Madison, North Carolina 27025-0700

11. Indemnification. In the event of any litigation or any other legal proceeding, including arbitration, relating to this Agreement, including without limitation, any action to interpret or enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs of suit.

12. United States Employee. The parties acknowledge that Employee was at all times during his employment with Remington a United States employee subject to the US federal, state, and local laws; and the parties agree that the laws of the United States and the State of North Carolina shall govern the interpretation of this Agreement and the rights, duties, and remedies of the parties' employment relationship.

IN WITNESS WHEREOF, the undersigned parties execute this Agreement in Madison,
North Carolina on the date indicated herein.

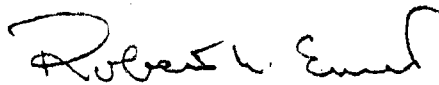
CAUTION! THIS IS A RELEASE! READ BEFORE SIGNING!



KENNETH W. SOUCY

Date: 1-22-97

Witness: Ingrid Soucy



REMINGTON ARMS COMPANY, INC.

By: Robert L. Euritt

Title: Vice President Human Resources

Date: 1/27/97

a:\web\contract\SeparationSoucy


ATTACHEMENT "A"

SEPARATION AGREEMENT

As of the date of Employee's separation, the total separation package includes:

1. Employee's last day of employment was October 21, 1996.
2. Continuation of current monthly salary through April 30, 1997, payable on regularly scheduled paydays.
3. If Employee is not gainfully employed on April 30, 1997, Employee will receive additional salary from May 1 through July 31, 1997, so long as Employee is unemployed, and if and only if Employee can demonstrate that he has continually used good faith and his best efforts to find gainful employment after his last date of employment.
4. Payment of reasonable travel cost for one trip for Employee and Employee's wife for purposes of job and house hunting.
5. Payment of reasonable and customary moving and relocation costs for moving Employee and Employee's family to Employee's new place of residence in the United States.
6. Payment of a one time sum equal to one month of salary, grossed up, as a miscellaneous relocation expense upon Employee's move back to the United States on or before January 15, 1997.
7. Pay for up to 90 days storage and moving costs for storage and moving Employee's household goods.
8. Pay for the shipment by air of Employee's clothing, bedding, personal effects, and files to the United States.
9. Payment of all earned but unused vacation. *U.S. and state 11-22-97 R. 11-22-97*
10. Payment of the reasonable cost of Swiss income tax preparation for the 1995, 1996, and 1997 tax years.
11. Employee agrees to move from and vacate his apartment in Neuchatel, Switzerland, turn over possession of his leased Volvo automobile, and return to the United States on or before January 15, 1997. Employee agrees to use his best efforts, and to fully cooperate with Remington, to facilitate the delivery of possession of the apartment and automobile to Remington or its agent and/or to assist in the subleasing of the apartment and automobile.
12. Pay Employee a consulting fee of \$100 per hour plus pre-approved costs for consulting and expert witness services. Employee agrees to provide consulting and expert witness services

for Remington at Remington's request beginning on the date of this agreement and continuing for a period of twenty four months (the "Consulting Period"). Employee agrees to exercise his best efforts, his best expertise, and high ethical standards when providing these services. In addition to the hourly fee, Remington agrees to pay Employee a retainer in the amount of \$1000 for each month following the termination of the separation payments under provision 3 of this Attachment, and extending until the end of the Consulting Period. Remington reserves the right, among other rights granted by law, to terminate payments under this provision if Employee violates any of the terms of this provision or the separation agreement.

A handwritten signature in cursive script, reading "Kenneth W. Soucy", is written over a horizontal line.

KENNETH W. SOUCY

SEPARATION AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") entered into this 22 day of January, 1997, between KENNETH W. SOUCY (hereinafter "Employee"), and REMINGTON ARMS COMPANY, INC., a Delaware corporation (hereinafter "Remington").

WHEREAS, the parties believe an amicable resolution of all matters relative to Employee's employment with Remington and separation therefrom is in their respective best interests.

NOW THEREFORE, in consideration of the mutual obligations and promises set forth herein, the parties agree as follows:

1. Remington's Covenants. Remington covenants and agrees to:

(a) Compensation. Pay and provide Employee the compensation and benefits described in Attachment "A", in complete and full satisfaction of all claims for compensation and benefits from Remington or any and all of its affiliates, subsidiaries, corporate parents, agents, officers, owners, employees, attorneys, successors and assigns, (collectively "Remington Agent(s)"), including but not limited to wages, salary, benefits, bonus(es), stock, stock options and any other wage or contract claim on any theory or basis whatsoever that has or could be asserted. Remington shall withhold all appropriate payroll taxes from this amount. It is further understood and agreed that under Remington's ex-patriot policy, Remington is liable for foreign, federal and state income taxes based on compensation paid to Employee from Remington for the years 1995-97, in excess of Employee's theoretical liability as computed by Ernst & Young. Remington agrees to pay all foreign, federal and state income taxes in return for Employee agreeing to pay, if required, any additional theoretical tax due, including but not limited to 1995, 1996, and 1997 as computed by Ernst & Young. Employee is entitled to the refund of any hypothetical tax withheld in excess of the theoretical tax as computed by Ernst & Young.



Employee is responsible for any additional taxes related to income after his separation date in 1996.

(b) Conversion Notice. Provide Employee notice and full rights of conversion under COBRA and ERISA.

2. Employee's Covenants. Employee covenants and agrees to:

(a) Release. Forever release, discharge, cancel, waive and acquit, for Employee and for Employee's marital community, heirs, executors, administrators, and assigns, Remington and Remington Agents of and from any and all rights, claims, demands, causes of action, obligations, damages, penalties, fees, costs, expenses, and liability of any nature whatsoever, whether in law or equity, which Employee has, had or may hereafter have against Remington or Remington Agents arising out of, or by reason of any cause, matter, or thing whatsoever existing as of the date of execution of this Agreement, **WHETHER KNOWN TO THE PARTIES AT THE TIME OF EXECUTION OF THIS AGREEMENT OR NOT**. This **FULL RELEASE OF ALL CLAIMS** includes, without limitation, attorney's fees, and any claims, demands, or causes of action arising out of, or relating in any manner whatsoever to, the employment and/or termination of the employment of Employee with Remington, such as, **BUT NOT LIMITED TO**, any charge, claim, lawsuit or other proceeding arising under the Civil Rights Act of 1966, 1964, or 1991, Title VII as amended by the Civil Rights Act of 1991, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), the Labor Management Relations Act (LMRA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Employee Retirement Income Security Act (ERISA), the Fair Labor Standards Act (FLSA), the Equal Pay Act, any Act or statute arising under or within the Office of Federal Contract Compliance (OFCCP), the Rehabilitation Act of 1973, any state Civil Rights Act, the Family and Medical Leave Act of 1993, Worker's Compensation Claims, or any other foreign, federal, state, or local statute or law. Employee further covenants and agrees not to institute, nor cause to be instituted in Employee behalf, any legal proceeding, including filing any claims or complaint with any government agency alleging any violation of law or public policy against Remington or Remington Agents premised upon any legal theory or claim whatsoever (except to

enforce the terms of this Agreement), including without limitation, tort, wrongful discharge, and breach of contract.

(b) Return of Property. Return to Remington all property belonging to Remington, including but not limited to, any and all records, files, office supplies, computers, software, computer disks, electronic information, printers, cellular telephones, credit cards, phone cards, office keys, building access card(s), and all other property.

(c) Injunction. Allow Remington, in the event of a threatened or actual breach by Employee of the provisions of this Agreement, to enforce this Agreement by injunction (without the requirement to post bond) in addition to other remedies that may be available under law or equity. Nothing herein contained shall be construed as prohibiting Remington from pursuing any other remedies available to Remington for such breach or threatened breach, including the recovery of damages from Employee.

(d) Cooperation. Provide reasonable assistance to Remington while Employee continues to receive compensation or benefits under this Agreement, upon Remington's request, concerning the Employee's previous employment responsibilities and functions.

(e) Tax Refund. Pay and release unto Remington any IRS refunded income tax overpayment, previously paid by Remington on Employee's behalf for the 1995, 1996, and 1997 tax year, as calculated by Ernst and Young, in accordance with Remington's tax equalization policies.

(f) Proprietary Information. Recognize the fact that Remington's manufacturing processes, business plans, corporate strategy, trade secrets, suppliers, customers, product development strategies, research and development plans and strategies, potential customers, lists of customers, and other confidential information ("Proprietary Information") are valuable, special and unique assets of Remington, and that Employee, by virtue of his management, international operations, and research and development employment positions, acquired and had access to Remington's Proprietary Information, the use of which by a competitor could result in serious damage or injury to the business interests of Remington, domestically and internationally; and Employee agrees that he will hold all such information in confidence.

(g) Non-Competition. Refrain from (i) being employed or engaged, directly or indirectly, as an agent, employee, officer, director, shareholder, consultant, partner, joint venturer, or in any other manner in any aspect of a company's or individual's business of designing, manufacturing, distributing, marketing, or selling shotguns, rifles, ammunition, or sport hunting products, accessories or apparel, internationally or domestically, and (ii) calling upon, soliciting, servicing, interfering with or diverting in any way any customers served by Remington, domestically or internationally, for a period of two (2) years from the date of this Agreement. As an exception to 2(g) (i) above, Employee will not violate this provision by working as an employee or consultant for a company which designs, manufactures, distributes, markets, or sells military firearms, ammunition, or products, or provides manufacturing or product development services solely for or to military contractors or military organizations. This exception does not apply to or include a company where any portion of its firearms, ammunition, or products, or manufacturing or product development services, are sold or provided to or for non-military, civilian markets or users, or if the subject company is developing non-military firearms, shotguns, rifles, ammunition, or sport hunting products, accessories or apparel. Employee acknowledges and agrees that Employee's experience and capabilities are such that he can obtain employment in other lines and of a different nature than those prevented under this Agreement, and that the enforcement of this Agreement by injunction will not prevent him from earning a livelihood or impose upon him any undue hardship, economic or otherwise.

(h) Employment Notice. Before engaging in work for any company under the exception described in section 2(g)(i) above, Employee will provide Remington with 15 days advance written notice of the name, address, phone number, and company description for the subject company and Employee's proposed employment duties and department assignment, and provide the subject company and relevant department head a copy of the above non-competition provision 2(g) and Remington's name, address, and phone number for the Legal Department — (910) 548-8515.

3. Breach. Employee covenants and agrees that any material breach of this Agreement by Employee shall entitle Remington, in addition to a cause of action for damages, to rescind this Agreement, and to recover any monetary amounts paid to Employee as of the date of rescission.

4. Employee Representations. Employee, by Employee's execution of this Agreement, avows that the following statements are true:

(a) Review of Agreement. That Employee has been given the opportunity and has, in fact, read this entire Agreement, that it is in plain language, and that Employee has had all questions regarding its meaning answered to Employee's satisfaction;

(b) Independent Advice. That Employee has been given the full opportunity to obtain the independent advice and counsel from an attorney of Employee's own choosing;

(c) Understanding of Terms. That Employee fully understands the terms, contents and effects of this Agreement and understands that it is a **FULL RELEASE OF ALL CLAIMS**, including arbitration claims and awards, against Remington and any and all Remington Agents including any rights under the ADEA, and as to ADEA claims, is not a waiver of claims that may arise after the date of this Agreement;

(d) Consideration. That this **FULL RELEASE OF ALL CLAIMS** is given in return for valuable consideration, in addition to anything of value to which Employee is already entitled, as provided under the terms of this Agreement;

(e) Voluntary Act. That employee enters into this Agreement knowingly and voluntarily in exchange for the promises referenced in this Agreement and that no other representations have been made to Employee to induce or influence Employee's execution of this Agreement; and

(f) Notice Period. That Employee has been given at least twenty-one (21) days within which to consider this Agreement before signing and seven (7) days following Employee's execution of the Agreement to revoke this Agreement. The Agreement shall not become effective or enforceable until the foregoing revocation period has expired.

5. Advance and Set-Off. It is understood and expressly agreed by the parties that amounts paid shall constitute an advance for which a credit and set-off will be taken, in its entirety, against any workers' compensation benefits, including benefits and/or payments for temporary or permanent disability, medical costs, or rehabilitation, under provisions of applicable state law. It is the intention of the parties that such credit/set-off be made by the parties, and

Employee agrees to cooperate fully with Remington to facilitate such credit/set-off. Employee represents that employee has no workers' compensation claim against Remington pending at this time and has no current intention of filing such claims.

6. Confidentiality. Employee agrees that any and all confidential information obtained by or disclosed to Employee at any time during Employee's employment with Remington or thereafter which is not generally known to the public, including, but not limited to, information concerning Remington's customers, customer lists, methods of operation, manufacturing procedures, products, product history, claims, claims history, liabilities or potential liabilities, management information systems, security procedures, processes, practices, policies, programs, and procedures, and/or personnel data, are strictly confidential and/or proprietary to Remington, constitute trade secrets of Remington and shall not be disclosed, discussed, or revealed to any persons, entities, or organizations, outside of Remington, without prior written approval of an authorized representative of Remington, or as required by law. Anything to the contrary in this Paragraph notwithstanding, Employee may freely use any information (i) which is now generally known or is readily available to the trade or in the public domain, (ii) which is independently developed by Employee (or independently developed by a third party and lawfully disclosed to Employee) apart from Employee's employment with Remington, or (iii) which is disclosed in any issued patent, publication, or other source from and after the time it becomes available to the public in any form.

7. Governing Law and Venue. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of North Carolina, and no action involving this Agreement may be brought except in the Courts of the State of North Carolina or the Federal District Courts sitting therein.

8. Severability. If any provision of this Agreement or the application thereof is held to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall be construed so as to comply with law, and shall nevertheless continue in full force and effect without being impaired in any manner whatsoever.

9. Headings. The headings in this agreement are for reference only and shall not affect the interpretation of this agreement.

10. Notices. All notices, demands, or other communications which are required or are permitted to be given hereunder shall be in writing and shall be deemed to have been sufficiently given upon personal delivery, or on the third business day following due deposit in the United States Mail, postage prepaid, and sent certified mail, return receipt requested, correctly addressed to the addresses of the parties as follows:

If to Employee:

45 ADMIRAL'S LANE, No. 16
LACONIA, NH 03246

If to Remington:

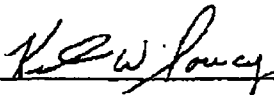
Wayland E. Hundley
Legal Department
REMINGTON ARMS COMPANY, INC.
Post Office Box 700
Madison, North Carolina 27025-0700

11. Indemnification. In the event of any litigation or any other legal proceeding, including arbitration, relating to this Agreement, including without limitation, any action to interpret or enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs of suit.

12. United States Employee. The parties acknowledge that Employee was at all times during his employment with Remington a United States employee subject to the US federal, state, and local laws; and the parties agree that the laws of the United States and the State of North Carolina shall govern the interpretation of this Agreement and the rights, duties, and remedies of the parties' employment relationship.

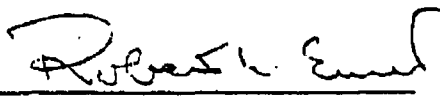
IN WITNESS WHEREOF, the undersigned parties execute this Agreement in Madison,
North Carolina on the date indicated herein.

CAUTION! THIS IS A RELEASE! READ BEFORE SIGNING!


KENNETH W. SOUCY

Date: 1-22-97

Witness: Ingrid Soucy


REMINGTON ARMS COMPANY, INC.
By: Robert L. Euritt
Title: Vice President Human Resources

Date: 1/27/97

a:\web\contract\SeparationSoucy

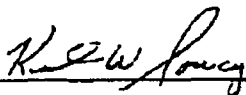
ATTACHEMENT "A"

SEPARATION AGREEMENT

As of the date of Employee's separation, the total separation package includes:

1. Employee's last day of employment was October 21, 1996.
2. Continuation of current monthly salary through April 30, 1997, payable on regularly scheduled paydays.
3. If Employee is not gainfully employed on April 30, 1997, Employee will receive additional salary from May 1 through July 31, 1997, so long as Employee is unemployed, and if and only if Employee can demonstrate that he has continually used good faith and his best efforts to find gainful employment after his last date of employment.
4. Payment of reasonable travel cost for one trip for Employee and Employee's wife for purposes of job and house hunting.
5. Payment of reasonable and customary moving and relocation costs for moving Employee and Employee's family to Employee's new place of residence in the United States.
6. Payment of a one time sum equal to one month of salary, grossed up, as a miscellaneous relocation expense upon Employee's move back to the United States on or before January 15, 1997.
7. Pay for up to 90 days storage and moving costs for storage and moving Employee's household goods.
8. Pay for the shipment by air of Employee's clothing, bedding, personal effects, and files to the United States.
9. Payment of all earned but unused vacation. *u.s. and state NW 12-97 R. 12-97*
10. Payment of the reasonable cost of Swiss income tax preparation for the 1995, 1996, and 1997 tax years.
11. Employee agrees to move from and vacate his apartment in Neuchatel, Switzerland, turn over possession of his leased Volvo automobile, and return to the United States on or before January 15, 1997. Employee agrees to use his best efforts, and to fully cooperate with Remington, to facilitate the delivery of possession of the apartment and automobile to Remington or its agent and/or to assist in the subleasing of the apartment and automobile.
12. Pay Employee a consulting fee of \$100 per hour plus pre-approved costs for consulting and expert witness services. Employee agrees to provide consulting and expert witness services

for Remington at Remington's request beginning on the date of this agreement and continuing for a period of twenty four months (the "Consulting Period"). Employee agrees to exercise his best efforts, his best expertise, and high ethical standards when providing these services. In addition to the hourly fee, Remington agrees to pay Employee a retainer in the amount of \$1000 for each month following the termination of the separation payments under provision 3 of this Attachment, and extending until the end of the Consulting Period. Remington reserves the right, among other rights granted by law, to terminate payments under this provision if Employee violates any of the terms of this provision or the separation agreement.

A handwritten signature in cursive script, reading "Kenneth W. Soucy", is written over a horizontal line.

KENNETH W. SOUCY

Dale Wills

From: Dale Wills
Sent: Tuesday, July 03, 2012 4:47 PM
To: 'Timothy W. Monsees'
Cc: 'Christy McNeely'; 'Clem C. Trischler'
Subject: Pienaar - Ken Soucy subpoena
Attachments: Remington_Subpoena_as_filed.pdf

Tim,

Ken Soucy sent an email to our South Carolina counsel, Will Cleveland, advising that in light of his ongoing cancer treatment he would need additional time to produce the materials requested in the subpoena duces tecum. Will advised Ken that an extension was not a problem and that he could take whatever time he needed to produce the materials. We will, of course, provide you with copies of any materials produced by Ken.

Thanks, and let me know if you have any questions.

Dale

AO 88B (Rev. 06/09) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT

for the

DISTRICT OF SOUTH CAROLINA

2012 JUN 26 P 3:55

Charles A. Pienaar and Stephanie S. Pienaar

Plaintiff

v.

Remington Arms Company, LLC, Sporting Goods
Properties, Inc. and E.I. duPont de Nemours & Co.

Defendant

Civil Action No. 2:12- mc- 00226

(If the action is pending in another district, state where:

USDC for the Western District of Pa.)

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Kenneth Soucy

☒ **Production:** YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material: A description of the documents you are commanded to produce is contained in the attached Rider to Subpoena Duces Tecum.

Place: Office of William C. Cleveland Womble Carlyle Sandridge & Rice, LLP Five Exchange St., Charleston, S.C. 29401	Date and Time: 07/09/2012 10:00 am
--	---

☐ **Inspection of Premises:** YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45 (d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.

Date: June 26, 2012

CLERK OF COURT

s/Elena Graham

Signature of Clerk or Deputy Clerk



OR

Attorney's signature

The name, address, e-mail, and telephone number of the attorney representing (name of party) Remington Arms Company, LLC, Sporting Goods Properties, Inc. and E.I. duPont de Nemours & Co., who issues or requests this subpoena, are:

William C. Cleveland, Womble Carlyle Sandridge & Rice, LLP, Five Exchange St., Charleston, S.C. 29401;
wcleveland@wcsr.com; 843-722-3400

Exhibit A

AO 88B (Rev. 06/09) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

This subpoena for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Federal Rule of Civil Procedure 45 (c), (d), and (e) (Effective 12/1/07)**(c) Protecting a Person Subject to a Subpoena.**

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the issuing court must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person who is neither a party nor a party's officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information;

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party; or

(iii) a person who is neither a party nor a party's officer to incur substantial expense to travel more than 100 miles to attend trial.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(d) Duties in Responding to a Subpoena.**(1) Producing Documents or Electronically Stored Information.**

These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(e) Contempt. The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty's failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

RIDER TO SUBPOENA DUCES TECUM

“Documents,” as used in the following numbered paragraphs, shall mean records, reports, agreements, contracts, court pleadings, testimony transcripts, drawings, statements, photographs, video recordings, correspondence and e-mails.

1. All documents relating to or referencing the design, development, manufacture, testing or performance of Remington bolt-action rifles or any components thereof.
2. All documents from or relating to any litigation involving Remington bolt-action rifles.
3. All documents for the time period from January 1, 2010, through the date of your compliance with this subpoena, which were sent by you to or received by you from any of the following persons or entities:
 - a. Attorney Timothy Monsees;
 - b. Attorneys, representatives or other persons acting on behalf of Monsees, Miller, Mayer, Presley & Amick PC;
 - c. Other attorneys or law firms who have represented plaintiffs in litigation involving alleged accidental discharges of Remington bolt-action rifles;
 - d. Representatives or others acting on behalf of NBC or CNBC in connection with programs or stories involving Remington firearms;
 - e. Any person who was a plaintiff in prior litigation against Remington Arms Company, Inc. and/or Sporting Goods Properties, Inc. involving an alleged accidental discharge of a Remington bolt-action rifle; and
 - f. Past or present employees of Remington Arms Company, Inc. or Sporting Goods Properties, Inc. relating to the design, development, manufacture, testing or performance of Remington bolt-action rifles or any components thereof.
4. All documents referencing or relating to any compensation or monies paid to you since January 1, 2010, or to be paid to you in the future, by or on behalf of any attorneys or law firms representing plaintiffs in litigation against Remington Arms Company, LLC, Sporting Goods Properties, Inc. or E.I. duPont de Nemours & Company.

Dale Wills

From: Cleveland, William [WCleveland@wcsr.com]
Sent: Tuesday, July 03, 2012 4:31 PM
To: 'Ken Soucy'
Cc: Lariviere, Carol
Subject: RE: Subpoena

Dear Mr. Soucy,

Thank you for your email. I am sorry to learn of your illness and wish you all the best with your treatment.

We certainly agree that you can take whatever additional time you require to provide us with the documents.

Can you advise me how much time you think you will need?

Thanks very much,

Will
William C. Cleveland
Womble Carlyle Sandridge & Rice, PLLC
Five Exchange St.
P.O. Box 999
Charleston, S.C. 29401

843-720-4606

From: Ken Soucy [<mailto:kensoucy9@yahoo.com>]
Sent: Tuesday, July 03, 2012 4:14 PM
To: Cleveland, William
Subject: Subpoena

Attorney Cleveland:

I am in receipt of your subpoena and have a request. I would like to be allowed more time to comply.

I am a cancer patient and am currently in the 16th week of a 18 week chemotherapy regimen. My current routine revolves around doctors' appointments (currently under the care of six), vomiting and sleeping. My wife would like to help but is computer illiterate. In addition, I will need clarification from one of plaintiff's attorneys concerning a document for which I signed a nondisclosure agreement.

My intention is to deliver all documents in electronic form and I assume that will be satisfactory.

Regards,
Ken Soucy

communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

CONFIDENTIALITY NOTICE: This electronic mail transmission has been sent by a lawyer. It may contain information that is confidential, privileged, proprietary, or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, retain, copy or disseminate this message, any part of it, or any attachments. If you have received this message in error, please delete this message and any attachments from your system without reading the content and notify the sender immediately of the inadvertent transmission. There is no intent on the part of the sender to waive any privilege, including the attorney-client privilege, that may attach to this communication. Thank you for your cooperation.