

**JAMESON & MAXWELL**  
ATTORNEYS AT LAW

ONE COMMERCE PLAZA

108 NORTH COMMERCE

FORT WORTH, TEXAS 76102

FAX 870-1162

(817) 336-6211

JIM JAMESON  
STEPHEN C. MAXWELL\*  
BRENDA VICKERS

\*CERTIFIED - PERSONAL INJURY TRIAL LAW  
STATE BAR OF TEXAS BOARD OF LEGAL SPECIALIZATION

July 19, 1993

Via Certified Mail, RRR No. P 118 346 485

Mr. R. H. Potter  
Product Service  
Remington Arms Company, Inc.  
14 Hoeftler Avenue  
Ilion, New York 13357

Re: Mohawk 600 rifle sold to Rick Carthen

Dear Mr. Potter:

This firm represents Jim Carthen with regards to some difficulties he has been experiencing with a Remington Mohawk 600 rifle, serial number A6223022, which was bought from Noble Firearms, Inc. in Fort Worth, Texas in the fall of 1992. This letter is being sent to conform with the conditions precedent to filing suit under the Texas Deceptive Trade Practices Act, Texas Business and Commerce Code Article 17.50 et seq.

My client's problems began when the rifle discharged accidentally and damaged his property. Mr. Carthen intends to assert a claim against Remington Arms Company for breach of contract and violations of the Texas Deceptive Trade Practices Act. A finding in a jury trial that violations of the act were made could subject Remington to damages and attorney's fees. A finding in a jury trial that knowing violations of the act were made could subject Remington to treble damages. At the present time, Mr. Carthen has suffered mental anguish in addition to out of pocket losses in the amount of at least \$20,000.00.

In an effort to eliminate the necessity of litigation of this matter, my client hereby makes the following demand for settlement:

\$20,000.00 cash plus \$1,500.00 attorney fees.

The Deceptive Trade Practices Act allows for the right of inspection within the sixty day period for response. If you would like an opportunity to view the situation, personally, or through