

Baldassin & Associates, P.C.

Attorneys at Law

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November 8, 2002

Remington Arms Company, Inc. 870 Remington Drive P.O. Box 700 Madison, NC 27025

RE: Discharge of Remington 700, 30.06

To Whom It May Concem:

This letter is being written on behalf of Carlton P. Newman with regard to the damages incurred to a friend's pickup truck while he was loading his pre-1982 Remington 700, 30.06.

On the morning of October 27, 2002, Mr. Newman was going hunting, was sitting in a friend's pickup truck and, in preparation for hunting, put four rounds in the magazine and was putting a fifth round into the chamber. As he closed the bolt, the rifle discharged which sent the bullet through the lower portion of the rear door and into the step bar on the outside of the truck. As you are well aware, guns are not supposed to discharge when putting a bullet in the chamber. It is Mr. Newman's contention that your product is defective and, as such, he is requesting that you pay for the repair of the pickup truck in the amount of \$1,620.00. Enclosed you will find a repair estimate in this amount.

As you are aware, under Montana law, Remington could be held liable for damages resulting from intentional and negligent acts and for defective, dangerous merchandise. Should Mr. Newman decide to pursue compensation in a court of law, your company may be held liable for additional damages including, but not limited to, punitive damages. Therefore, in order to avoid lengthy and costly litigation, at this time Mr. Newman is willing to settle this matter for \$1,620.00. The amount of \$50.00 has been added to the estimate due to the time and gas required to bring the vehicle to Livingston, Montana from Gardiner, Montana.

This is Mr. Newman's formal and final demand for payment of the damages, costs, and expenses associated with this incident. He is demanding that payment be made within ten (10) days of the date of this correspondence. We have advised Mr. Newman of his legal rights which he may pursue in a court of law in case you fail to comply with this demand.

P.O. Box 5177 •Missoula, Montana 59806

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Please recognize that, at this time, I am not counsel of record for Mr. Newman, and it is proper to contact him directly. Therefore, please send the above requested payment directly to Carlton Newman at 750 US Hwy 89 South, Lot 7, Gardiner, MT 59030. No correspondence shall be directed to this firm's office in regards to this issue, unless notified otherwise by the undersigned. Thank you for your prompt attention to this matter.

Sincerely

Patrick A. Quinn

PAQ/ser

pc: Carlton Newman

Enclosure