#### Remington Arms Co., Inc. Product Service Legal Case #:6695

Case Inform	nation			U						
RE#	Date Opened		Date Opened(PS)	Date Closed	Incident Date		e I	Pre Lit	Lit	Obsolete
246583	11/10/2011		10/17/2011	1/12/2012	10/1	10/13/2011		х		
Customer I	nformation									
Type	Business	First Name	Last Name	Street	City	State	Zip	Age	C	Contact
Incident		Renee	Mclure	3285 Canyon Dr Unit 64	Billings	MT	59102		H 406	6-671-4396
Incident Inf	ormation									
Cl	aims		Codes		Repair Est.	Med	dical Tro	eatment	Me	dical Status
PI										
PD Shot hole in truck		Cause:4038 Could Not Duplicate Concern			Unknown					
S Concer		Concern	n:1007 Fired on Safe Release				UIKIU	WII		
C FSR										

10/17/11: Customer called in. She stated that on 10/13/11 she had rifle laying down on their truck & took the safety off - the gun fired into their truck & did damage. They have the rifle at a gunsmith now & will go & pick it up so that it can come into us. She asked that we pay for the gun repair & the damage to their truck. df

Firearm Informati Mfg.	ion <b>Туре</b>	Model/Ga.	SKU	Serial	Bbl.	DOM
Remington	CF/BA	700/270 WIN	27011	G6434315		10/26/2004 4:51:53 PM
Date Purchase	d Where Purchased	Accessories	Original Owner			
12/1/2004	MT SPORTS, LLC		Ϋ́Υ			
CONCERN:FSR						
Ammunition Info	rmation - None Defined					
	formation - None Defined					
Settlement	Tormation - Typic Dernied					
Settlement		Reming	ton/700/CF/BA			
Settlement	<b>Release of Claims</b>	Release Da	te Reimbu	ırsement	Cash Settlement	Reim. Date Cash APV Date APV
Replace TA @ n/c				•		
	Repair/Replacement Cost	Repair/Replacem	ent Date			
	\$46	1/12/2012	2			
10/17/11 · Mailing	ARS, letter forms df 11/9/1	1. Customer sent in a	a letter along with my	nanerwork to	Madison of	fice She restated what

10/17/11: Mailing ARS, letter, forms. df 11/9/11: Customer sent in a letter along with my paperwork to Madison office. She restated what happened & at the end of the letter she stated that she expects us to pay for the truck damage, included an estimate from a auto body shop & copied an attorney named Rick Ramler in Belgrade, MT. Rifle is sched. for delivery on 11/10/11. Copy of letter sent to Derek Watkins as FYI & I spoke w/Danny Evans. df 11/16/11: Under review per Derek W. & Danny E. df 12/12/11: Customer called & left VM. I spoke w/Derek Watkins. He said that he would speak w/Dale Wills this afternoon. He asked me not to contact her. df 1/12/12: Derek Watkins called. He stated to replace TA, clean & test fire & n/c. Dale Wills office handled the truck damage. df

#### Examination[Remington/CF/BA]

Part	Sub-Part	Code	Comment
	Examiner		<b>B.TRAVIS</b>
	Exam Date		11/11/2011
Examination	Product Type		RF
	Action Type		A
	Assigned To		T.NAGLE
Cause	4038	Could Not Duplicate Concern	
	Description		24" 270 WIN
	Date Code		EY
	Bore Plugged	False	

http://cps03ap13:200/psaapp/PrintDisplay.aspx?ID=6695&Type=Case

1/12/2012

. .

	Bulged	False	
	Fired	False	
Barrel	Fired while Obstructed		
		Olis I die Wenne Densetiering	
<u> </u>	Muzzle/Crown Condition	Slightly Worn; Functioning	
[	Firing Pin	Slightly Worn; Functioning	
	Shroud	Slightly Worn; Functioning	
Bolt	Face	Slightly Worn; Functioning	
	Handle	Slightly Worn; Functioning	
	Stop	Slightly Worn; Functioning	
	Condition	Slightly Worn; Functioning	
Extractor	Cut Condition	Slightly Worn; Functioning	
	Ext/Eject Test	False	
	Block Condition	Select	
Locking	Lug Condition	Slightly Worn; Functioning	
	Notch Condition	Select	
	Exterior Condition	Slightly Worn; Functioning	
Overall	Stock Condition	Slightly Worn; Functioning	
	Fore End Condition	Select	
	Condition	Slightly Worn; Functioning	
Receiver	Bulged	False	
	Lift	Select	.011
Sear	Notch	Slightly Worn; Functioning	
		Test Fired	False
Feeding Test	Tests	False	
	Condition	Slightly Worn; Functioning	
T.:	Pull	Select	4#
Trigger	Altered	False	
	Sub-Assembly	M/700 Non-Bolt Lock	

1/12/2012

, 5/3

6695

October 18, 2011

Renee McLure 3285 Canyon Dr. Unit 64 Billings, MT 59102 Phone: 406-671-4396

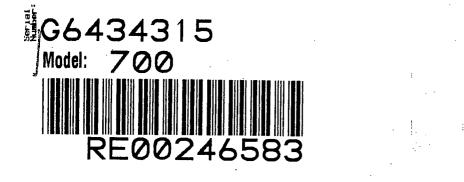
## Ref: # 6695, Model 700, Serial # G6434315

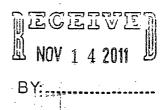
Enclosed is a prepaid UPS shipping label to cover shipment of your firearm to our factory for examination, a form and service request.

Please include a copy of this <u>letter</u>, form, and <u>service request</u> to put inside the shipping container. The letter, form and service request inside are important as sometimes the outside label gets damaged in transit and we want to be sure the firearm is logged in correctly. Mark the ends of the box with "Product Service". Product Service will be inspecting the firearm and will contact me with the results. I will contact you once I get the report.

I hope this action will keep you a loyal Remington customer.

Sincerely, Dell Fulcher Consumer Affairs Administrator Remington Arms Co., LLC Phone: 1-800-243-9700 press 0 and ask for ext 8686 Fax: 336-548-7872





Remington Arms Company, LLC • 870 Remington Drive • P.O. Box 700 • Madison, NC 27025 Phone 800-243-9700 • www.remington.com . Factory Repair Form

Print	Reset			
Model Number: 700	Serial Number: <u>G6434315</u>			
Are you the original ow	ner?: 🕅 YES 🛛 NO			
Name: RENEE MOLURE	Date of Purchase: $A \in \mathcal{O}$ . $A = \mathcal{O}$			
Address (no	PO Boxes):			
3285 CANYON	DRIVE - UNIT 64			
City: Billings	State: <u>M</u> +_ Zip: 57105			
Phone (Daytime): 406-671-4396	Fax:			
E-mail Address:(if e-mail address is provid				
be sent)Shroom @ bres	NENNET			
E-mail A	ddress:			
I would like to receive future				
Please describe your proble				
IN OCTOBER 13, SOIL, MY RiftE discharged when I moved the Safety to the Africe position.				
THE RIFLE WAS LYING O	U its Rifle pase in the			
GACK OF OUR TOYOTA Pu	"kup. + USEd My Rist			
GACK OF OUR TOYOTA PU thumb to MOVE SAFETY RIFIE discharged on its ou	It the fire fosition. The JN wasters left			
Ammunition				
Manufacturer: REMINITON	Type: 370			
Other (i.e. bullet wei				
powder): 150 G	EA:IL)			
Handload In				
Powder Used:	Powder Weight:			
Case/Hull Used: A/A	Primer Used:			
Bullet Type/Shot Size: NA	Reloader Used:			
Firearms Care (Cleani	ng and Lubrication):			

http://www.remington.com/asp/factory\_repair\_form.asp

8/25/2011

Brand of cleaning solution used: KEMington, Labrie And Sol CLEANING How often do you clean the bore? (Months or Number of CLEAN BEFORE rounds) Signification State Munting SEASON, SEASON, after Leach USer; and - After MUNTING SEASON. 1. 3. How often do you clean the action? (Months or Number of rounds) How often do you clean the tr ger assembly? (Months or Number of Ξ. rounds) 50 EACH hunting Brand of lubricant used: ( HEAN How often do you lubricate the bore? (Months or Number of rounds) ADNE SAF How often do you lubricate the action? (Months or Number of rounds) AS How often do you lubricate the trigger assembly? (Months or Number of rounds) UF. AS Have you reviewed the cleaning and maintenance recommendations on our web site or in our owners manual? > 🗶 YES 🛛 NO When was the last time that your firearm was serviced by a Remington authorized repairman/gunsmith?) What were the services performed?) Ship your INSURED firearm by either UPS or Parcel Post to: Remington Arms Co., Inc. Attn: Arms Service Division **14 Hoefler Avenue** llion, NY 13357 WARNING: DO NOT SEND LIVE OR SPENT SHELLS IN YOUR FIREARM OR IN THE SAME BOX WITH THE FIREARM. THIS IS A VIOLATION OF FEDERAL LAW. IF YOU FEEL YOU MUST SEND SPENT SHELLS PLEASE SEND THEM IN A SEPARATE PACKAGE AND INCLUDE NAME, ADDRESS (WITH ZIP CODE), TELEPHONE AND MODEL AND SERIAL NUMBER OF YOUR FIREARM. :: Record the serial number of your firearm before sending it. :: Pack your firearm for safety and to prevent further damage in shipping and handling. Preferably, ship in a firearm box. (Note: Original boxes may not be returned.) :: Remove all accessories from your firearm to prevent loss or damage. :: Provide a return address on both the outside and inside the box. Shipments without a proper http://www.remington.com/asp/factory repair form.asp 8/25/2011

### return address will be refused.

:: Ship your INSURED firearm by either UPS or Parcel Post. Remington is not responsible for

damage or loss during shipment, so you may elect to purchase insurance from your carrier.

Charge repairs will be processed using the following guidelines:

:: Repairs \$75.00 and under will be completed and returned to you C.O.D. (To avoid C.O.D. Charges, please include your credit card number and expiration date with your gun)

:: For Repairs over \$75.00, you will receive a written estimate detailing the nature of the repair, applicable taxes and shipping. You will have 30 days to approve the repair estimate. Repairs can be paid by check, money order, or credit card (American Express, Discover, MasterCard, or VISA). If you wish, you can expedite repairs over \$75.00 by setting a pre-authorized amount that can be billed to your credit card. We process checks electronically through Check21.

http://www.remington.com/asp/factory\_repair\_form.asp

8/25/2011

PS 28525

## Service Request

#### Remington Service PO Box 700



ATTN: Product Service

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Madison, NC 27025-0700

Parts and Repairs: P:800-243-9700/F:336-548-7801

#### www.Remington.com

This document is a summary of your request for service. Please review the document for accuracy and to insure the services you are requesting are noted. This information will serve as a guideline for our Service Department to address your specific concerns and provide you with accurate and complete service. ENCLOSE THIS DOCUMENT WITH YOUR RETURN.

Service Request Number SR00001184 Customer: RENEE MCLURE 3285 CANYON DR UNIT 64 BILLINGS, MT 5910 Email: Your request for service on th returned. If not, you will be ca	Serial Number / Description G6434315 Model 700 RIFLE Caliber: 270 2 US e item(s) will be evaluated by our repairman to do ontacted with an estimate before work is perform	etermine if it is covered u	ination: Arms Services 14 Hoefler Ave Ilion, NY 13357 Email: nder our warranty pol	US	10/17/2011 10/17/2011 n will be repaired and
Reason For Return M123 - FORWARD TO	PRODUCT SERVICE FOR INSPECTION				
Service Request Section Product Service# 6695					
Parts And Service Details Material Type	Description	Qty Needed	Warranty	Price	Disc Amount
THIS IS NOT AN INVOICE. 7 being sent based on the conver	This is a pre-estimate to repair, recondition, or re- sation with our representative.	place the item(s)		Sub Total: Est Sales Tax: Grand Total:	.00 .00 \$.00

3285 Canyon Drive - Unit 64 Billings, Montana 59102 November 3, 2011

Dell Fulcher Consumer Affairs Administrator Remington Arms Co., LLC P O Box 700 Madison, North Carolina 27025-0700

RE: Ref: #6695, Model 700, Serial #G6434315

Dear Mr. Fulcher:

On October 13, 2011, my husband and I went to sight in our rifles for the upcoming hunting season. After setting up the targets, I placed my Remington, Model 700, 270 rifle on top of my rifle case which was lying in the bed of out Toyota Tundra pickup. I then put three bullets in the rifle, one in the chamber. While the rifle was still lying flat in the back of the Toyota, using my right thumb I moved the safety to the fire position and the rifle discharged. I was not holding the rifle and my finger was not near the trigger.

The bullet enter the left rear wheel well. The bullet fragmented with part of it coming out the left side of the pickup bed. Other fragments came out between the pickup bed and then entered the cab. There was also damage to the fuel filler neck and vacuum line on the emissions system. I am enclosing photos of the damage to our Toyota along with an estimate from Hank's Auto Body Shop.

My rifle has been shipped along with your letter, form, and service request to: Product Service, Arms Services, 14 Hoefler Avenue, Ilion, New York.

I expect Remington to cover the cost of the damage to our Toyota since my rifle malfunctioned.

Your immediate attention to this matter will be greatly appreciated.

My phone number is (406) 671-4396 or our email address is: shroom@bresnan.net.

Sincere Renee McLure

Kenee Meru

Enclosures

CC: Rick Ramler, Attorney Ramler Law Office, P. C. 202 West Madison Avenue Belgrade, Montana 59714-3095 HANKS BODY SHOP INC 1845 LAMPMAN DR BILLINGS, MT 59102 PHONE: 406-652-1440 FAX: 406-652-8686 EMAIL: HANKS@HANKSBODY.COM TAX ID# 81-0381347

#### \*\*\* PRELIMINARY ESTIMATE \*\*\*

10/13/2011 02:29 PM

Owner

Owner: DAVID McLURE Address: 3285 CANYON DR. #64 City State Zip: BILLINGS,

Inspection

Inspection Date: 10/13/2011 02:30 PM

Appraiser Name: HERB GABEL Email: hanks@hanksbody.com

Repairer

Repairer: HANKS BODY SHOP Address: 1845 LAMPMAN DR.

City State Zip: Billings, MT 59102 Email: HANKS@HANKSBODY.COM

Vehicle

2008 Toyota Tundra SR5 5.7 V8 4 DR Crew Cab Long Bed 8cyl Gasoline 5.7 6-Speed Automatic

Lic.Plate:		Lic State:	
Lic Expire:		VIN:	5TFCV54118X006858
Prod Date:	02/2008	Mileage:	
Veh Insp# :		Mileage Type:	Actual
Condition:	Good	Code:	Y8234B
Ext. Color:	GREY MET.	Int. Color:	
Ext. Refinish:	Two-Stage	Int. Refinish:	Two-Stage

Options

4-Wheel Drive	AM/FM In-dash CD Changer	Air Conditioning
Alarm System	Anti-lock Brakes	Bucket Seats
Camper/Towing Package	Center Console	Chrome Step Bumper
Cruise Control	Dual Airbags	Dual Zone Auto A/C
Halogen Headlights	Head Airbags	Heated Power Mirrors
Intermittent Wipers	Keyless Entry System	Lighted Entry System
Limited Slp Differential	MP3 Player	Mud/Splash Guards
Overhead Console	Power Brakes	Power Door Locks
Power Drivers Seat	Power Rear Window	Power Steering
Power Windows	Privacy Glass	Rear Bench Seat
Side Airbags	Skid Plates	Styled Steel Wheels
Tachometer	Tilt Steering Wheel	Tinted Glass

11/02/2011 03:23 PM

Work/Day: (406)671-9627 FAX:

Inspection Type:

Appraiser License # :

Contact: Work/Day: (406)652-1440 Work/Day: (406)652-1441 Work/Day:

Page 1 of 3

## 2008 Teyota Tundra SR5 5.7 VB 4 DR Crew Cab Long Bed Claim # :

Tire Pressure Monitor Velour/Cloth Seats

.

••••

Traction Control System

**Trailer Hitch** 

10/13/2011 02:29 PM

ama	ges								
ine	Ор	Guide	МС	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
1	I	321		Pnl,Cab Side Outer LT High Strength Steel	Repair			3.5*	SM
2	L	321		Pnl,Cab Side Outer LT	Refinish 1.0 Surface 0.2 Two-stage			1.2	RF
3	RI	244		Panel.Cab Trim LT	R & I Assembly			0.6	SN
4	RI	358		Panel,Cab Trim LT	R & I Assembly			INC	SN
	RI	355		Frame.Rear Seat LT	R & I Assembly			1.2	SN
	BR	287	13	Door Shell,Rear LT High Strength Steel	Blend Refinish			2.1	R
					1.0 Blend 0.6 Two-stage setup 0.5 Two-stage				
7	RI	1357		W/Strip,Belt Outer LT	R & I Assembly			0.2	SN
	RI	348		Handle, RR Door Outer LT	R & I Assembly			0.6	SN
9	1	435		Panel Bedside Outer LT	Repair			6.0*	SN
10	Ĺ	435		Panel, Bedside Outer LT	Refinish			3.0	R
	-	400			2.5 Surface 0.5 Two-stage			0.0	1.4
11	N	975		Bed Assembly,Set Back	Additional Labor			2.0	SN
12	RI	342		Mldg,Bedside Pnl Lwr L/F	R & I Assembly			0.2	SN
13	L	441		Pillar, Bedside Front LT	Refinish 0.5 Surface			0.6	R
	<b>D</b> 1	4004			0.1 Two-stage				~
	RI	1091		Rail,Side Inner Upper LT	R & I Assembly	005 47		0.2	SN
15	E RI	1468		Guard,Stone LT	662460C020	\$35.17		0.6	SN
16 17	E	419 513		Guard,Mud LT	R & I Assembly	@405.04t		0.2	SN SN
18	E	1128		Neck, Fuel Filler	772010C080	\$195.84*		0.2	
	RI	533		Hose, Fuel Tank	772130C080	\$38.99		1.8* 0.3	SN SN
	RI	555 565		Taillamp Assembly LT	R & I Assembly				SN
	SB	202		Bumper Assembly,Rear	R & I Assembly	£40.00*		1.5	SN
				Hazardous Waste Removal	Sublet Repair	\$10.00*		0.5*	
22 23				FEATHER/PRIME&BLOCK	Refinish Banlaga Faanamu	@45.00±		0.5*	RF
23 24				Corrosion Protection	Replace Economy	\$15.00*		0.2*	SN SN
				Cover Car Exterior	Replace Economy	\$10.00*		0.2*	SIV SIV
∠⊃ 26				LT INNER BOX	Repair Sublet Beneir	\$150 00*		1.0*	
	SB RI			RHINO LINER	Sublet Repair	\$150.00*		4.0*	SN SN
27 28	E			TOOL BOX	R & I Assembly	¢¢ 00*		1.0* 0.2*	SIV
∠o 29	1			LT CAB ROCKGUARD	Replace OEM	\$6.00*		0.2* 1.0*	SIV
	1			LT CAB LOCK PILLAR LT LOCK PILLAR	Repair			1.0*	RF
	-	tems			Refinish			1.0	rt.

Message

MC

13

INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

#### Estimate Total & Entries

Gross Parts	\$276.00
Other Parts	\$25.00
Paint Materials	\$336.00
Parts & Material Total	\$637.00

11/02/2011 03:23 PM

Page 2 of 3

2008 Toyota Tundra SR5 5.7 V8 4 DR Crew Cab Long Bed Claim # :

10/13/2011 02:29 PM

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$60.00 \$67.00	9.2	13.5	22.7	\$1,362.00	
Mech/Elec (ME) Frame (FR) Refinish (RF)	\$67.00 \$67.00 \$60.00	8.4		8.4	\$504.00	
Paint Materials	\$40.00					
Labor Total Sublet Repairs				31.1 H	lours \$160.00	\$1,866.00
Gross Total Net Total					÷	\$2,663.00 \$2,663.00

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00 Zip Code: 59102 Default Recycled Parts No

Audatex Estimating 6.0.726 ES 11/02/2011 03:23 PM REL 6.0.726 DT 09/01/2011 DB 11/01/2011 Copyright (C) 2011 Audatex North America, Inc.

1.9 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

FED TAX ID: 81-0381347

#### **Op Codes**

<ul> <li>* = User-Entered Value</li> <li>EC = Replace Economy</li> <li>ET = Partial Replace Labor</li> <li>TE = Partial Replace Price</li> <li>L = Refinish</li> <li>TT = Two-Tone</li> <li>BR = Blend Refinish</li> <li>CG = Chipguard</li> <li>AA = Appearance Allowance</li> </ul>	<ul> <li>E = Replace OEM</li> <li>OE = Replace PXN OE Srpls</li> <li>EP = Replace PXN</li> <li>PM = Replace PXN Reman/Rebit</li> <li>PC = Replace PXN Reconditioned</li> <li>SB = Sublet Repair</li> <li>I = Repair</li> <li>RI = R &amp; I Assembly</li> <li>RP = Related Prior Damage</li> </ul>	$\begin{tabular}{lllllllllllllllllllllllllllllllllll$
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Page 3 of 3



October 18, 2011

Renee McLure 3285 Canyon Dr. Unit 64 Billings, MT 59102 Phone: 406-671-4396

#### Ref: # 6695, Model 700, Serial # G6434315

Enclosed is a prepaid UPS shipping label to cover shipment of your firearm to our factory for examination, a form and service request.

Please include a copy of this <u>letter</u>, form, and <u>service request</u> to put inside the shipping container. The letter, form and service request inside are important as sometimes the outside label gets damaged in transit and we want to be sure the firearm is logged in correctly. Mark the ends of the box with "Product Service". Product Service will be inspecting the firearm and will contact me with the results. I will contact you once I get the report.

I hope this action will keep you a loyal Remington customer.

Sincerely, Dell Fulcher Consumer Affairs Administrator Remington Arms Co., LLC Phone: 1-800-243-9700 press 0 and ask for ext 8686 Fax: 336-548-7872

enclosure

Remington Arms Company, LLC • 870 Remington Drive • P.O. Box 700 • Madison, NC 27025 Phone 800-243-9700 • www.remington.com

Print . Reset Model Serial Number: Number: 6 'DD Are you the original owner?: **X** YES Date of Purchase: Name: ENEE MCLURE Address (no PO Boxes): aNYON DRIVE-City: State: Zip: 9105 Phone Fax: (Daytime): 406-671 E-mail Address: (if e-mail address is provided, notification of receipt and shipment will be sent) Shroom D bresnan Net. E-mail Address: I would like to receive future e-mail updates from Remington. Please describe your problem and date of occurrence: ON OCTOBER 13, 2011, MY Rifte discharged when I moved the Safety to the Fire Dosition. The Rifle was lying on its Rifle rose in the back of our Toyota pickup. I used my Right thumb to move safety to the fire position. The RIFIE discharged on its OWN characters left Ammunition Information: Manufacturer: Type: 070 MCADATON Other (i.e. bullet weight/type, shot size, powder): CRAIN (51) Handload Information: Powder Used: Powder Weight: Case/Hull Used: Primer Used: **Reloader Used:** Bullet Type/Shot Size: Firearms Care (Cleaning and Lubrication):

http://www.remington.com/asp/factory\_repair\_form.asp

8/25/2011

Brand of cleaning solution used: REMINGTON LABRIEANTS & CLEANING How often do you clean the bore? (Months or Number of CLEAN BEFORE rounds) Signing IN EACL MUNTIN, SEA SON; after Each USU; with - after hunting SCASOD. 1. How often do you clean the action? (Months or Number of 4. rounds) How often do you clean the trigger assembly? (Months or Number of З. rounds) FR EACH hunting Brand of lubricant used: ( HEAN) How often do you lubricate the bore? (Months or Number of rounds) 🔗 RHF AS ADNUE How often do you lubricate the action? (Months or Number of rounds) SAME AS ADAUT How often do you lubricate the trigger assembly? (Months or Number of rounds) SAME AS Have you reviewed the cleaning and maintenance recommendations on our web site or in our owners manual? >X YES 🛛 NO When was the last time that your firearm was serviced by a Remington authorized repairman/gunsmith?) What were the services performed?) Ship your INSURED firearm by either UPS or Parcel Post to: Remington Arms Co., Inc. Attn: Arms Service Division **14 Hoefler Avenue** llion, NY 13357 WARNING: DO NOT SEND LIVE OR SPENT SHELLS IN YOUR FIREARM OR IN THE SAME BOX WITH THE FIREARM. THIS IS A VIOLATION OF FEDERAL LAW. IF YOU FEEL YOU MUST SEND SPENT SHELLS PLEASE SEND THEM IN A SEPARATE PACKAGE AND INCLUDE NAME, ADDRESS (WITH ZIP CODE), TELEPHONE AND MODEL AND SERIAL NUMBER OF YOUR FIREARM. :: Record the serial number of your firearm before sending it. :: Pack your firearm for safety and to prevent further damage in shipping and handling. Preferably. ship in a firearm box. (Note: Original boxes may not be returned.) :: Remove all accessories from your firearm to prevent loss or damage. :: Provide a return address on both the outside and inside the box. Shipments without a proper 8/25/2011 http://www.remington.com/asp/factory repair form.asp

return address will be refused.

:: Ship your INSURED firearm by either UPS or Parcel Post. Remington is not responsible for

damage or loss during shipment, so you may elect to purchase insurance from your carrier.

Charge repairs will be processed using the following guidelines:

:: Repairs \$75.00 and under will be completed and returned to you C.O.D. (To avoid C.O.D. Charges, please include your credit card number and expiration date with your gun)

:: For Repairs over \$75.00, you will receive a written estimate detailing the nature of the repair, applicable taxes and shipping. You will have 30 days to approve the repair estimate. Repairs can be paid by check, money order, or credit card (American Express, Discover, MasterCard, or VISA). If you wish, you can expedite repairs over \$75.00 by setting a pre-authorized amount that can be billed to your credit card. We process checks electronically through Check21.

http://www.remington.com/asp/factory\_repair\_form.asp

8/25/2011

# ARS LABEL REQUEST FORM

DATE:	10/17/2011	Service Request #	SR00001184	
QUANTITY:	1	WEIGHT PER PACKAGE:	10 LBS	
<b>REQUESTED BY:</b>	fulcherdm	email address:	BRING LABEL TO ME	
-				_
		· · · · · · · · · · · · · · · · · · ·		
Dustage			· · · · ·	

BUSINESS: PO Box 700 Madison, NC 27025-0700 www.Remington.com

## LABEL INFORMATION

MAIL LABEL TO:

•. \*

RENEE MCLURE 3285 CANYON DR UNIT 64 SR00001184 BILLINGS, MT 59102 US Email:

**RETURN ITEM TO:** 

## ILN

Arms Services

# 

1 OF 1 OCT 18, 2011 ALL CURR USD ACT WT 10.0 LBS 4XX596 SVC GNDCOM TRACKING# 124XX5969065388508 REF 1:SR00001184 REF 2: HENDLING CHARGE 0.00 SVC T/P USD SINGLE-PIECE PUB RATE CHRGS: RS 0.50 COD 0.00 DV 0.00 DC 0 00 SD 0.00 DGD 0.00 PR 0.00 SP 0.00 PR **ATTN: Product Service** AH 0 00 PUB+HANDLING 11.53 TOT PUE CHG 11.53

PS 28535

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#### SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter the "Settlement Agreement") is entered into between and among DAVID MCLURE and RENEE MCLURE (hereinafter referred to as "Releasors"), and REMINGTON ARMS COMPANY, LLC (f/k/a Remington Arms Company, Inc. and hereinafter referred to as "Releasee") (which, with the Releasors, is singularly referred to as a "Party" and collectively are referred to as the "Parties").

WHEREAS, Releasors allege they sustained property damage to a Toyota truck resulting from a shooting incident (hereinafter the "Incident") allegedly involving a Remington Model 700 rifle (Serial No. G6434315) occurring on or about October 13, 2011, in or near Billings, Montana; and

WHEREAS, without any Party admitting any liability, fault, or responsibility for the Incident, injuries, or damages alleged by Releasors, the Parties now desire to settle all existing and potential claims and disputes between and among them.

NOW, THEREFORE, in consideration of the payments, consideration, promises, and covenants contemplated by this Settlement Agreement:

1. Releasors, for valuable consideration in the amount of Two Thousand Six Hundred Sixty-Three Dollars (\$2,663.00), the receipt and sufficiency of which is hereby acknowledged, hereby fully, firmly, and forever release, acquit, and discharge Releasee, its present, past, and future shareholders, directors, officers, employees, attorneys, agents, affiliates, contractors, investigators, distributors, dealers, retailers, representatives, successors, privies, predecessors, parent corporations, subsidiary corporations, assigns, and any others acting on their behalves, and any and all other persons and entities, including but not limited to, Sporting Goods Properties, Inc., E. I. du Pont de Nemours and Company, and Freedom Group, Inc., from any and all claims, damages, petitions, complaints, counterclaims, crossclaims, third-party complaints, loss of consortium claims, loss of society claims, actions, torts, contracts, causes of action, interest, rights or obligations, and/or liens of health care providers, insurers, and attorneys, whether known or unknown, whether contingent or unliquidated, past, present, and future, whether by apportionment of fault or otherwise, of every kind, nature, or description which Releasors now have or may have or could have had arising from or in any way related to the Incident against any person, entity, or actual or potential party whatsoever. The parties agree that payment of the aforementioned sum of \$2,663.00 will be made by delivery to Releasors of a check from Releasee in said amount made payable to Hank's Body Shop, Inc.

2. Releasors agree that this Settlement Agreement shall constitute a full and final release of all rights and matters, including all claims which were asserted or could have been asserted in any legal action, and all known and unknown injuries, losses, damages, claims, complaints, pre-existing conditions, and/or past, present, and future aggravations of existing injuries and/or future medical expenses, arising, however remotely, out of or in connection with the Incident.

3. This Settlement Agreement constitutes the entire agreement between the Parties with respect to the subject matter of the Settlement Agreement, and its terms are contractual and not merely a recital. This Settlement Agreement is legally enforceable and binding. Releasors acknowledge that no Party has made any representation, agreement, or promise to do or refraining from doing any act or thing not specifically set forth in this Settlement Agreement. This Settlement may not be changed, modified, waived, discharged, or terminated except by an instrument in writing signed by the Party against whom enforcement of the change, modification, waiver, discharge, or termination is sought.

4. This Settlement Agreement and General Release is granted in good faith, and in making this determination and in accepting any consideration in the above amount in settlement, Releasors have considered the nature and extent of all relevant injuries and damages, the alleged liability of Releasee, and the expense and delay of proceedings in any legal action. Releasors agree that the consideration for this Settlement Agreement and General Release is bargained for and exchanged in compromise and satisfaction of any and all claims against Releasee and that no other promises, agreements, or commitments have been made to Releasors as an inducement to execute this Settlement Agreement.

5. Releasors further declare and represent that they understand that in executing this Settlement Agreement, they compromise all of their claims against Releasee; that any legal action would have involved sharply contested issues of fact and law; that the resolution of these issues and the ultimate outcome of any litigation after appeals, if any, cannot be predicted with certainty; that the consideration received for this Settlement Agreement is substantial; and that this consideration could be higher or lower than what might be received were Releasors to pursue any legal action to conclusion in the courts. In making this Settlement Agreement, Releasors rely wholly upon their own judgment, belief, and knowledge regarding the nature, extent, effect, and duration of said injuries, damages, and liability. This Settlement Agreement is made without reliance upon any statement or representation by the Release or its representatives or attorneys, the making of any such statements or representations being specifically denied, and Releasors specifically acknowledge that no pressure has been exerted on them and no inducements (other than the considerations recited herein) have been made to them by or on behalf of Release to execute this Settlement Agreement.

6. Releasors hereby agree to defend, indemnify, and hold harmless Releasee, including, but not limited to, Releasee's shareholders, directors, officers, employees, agents, affiliates, attorneys, employees, investigators, insurers, parent corporations, subsidiary corporations, distributors, dealers, retailers, representatives, predecessors, successors, heirs, assigns, and any others acting on their behalf, or on behalf of each of them, from any and all claims, bills, or medical expenses, doctors' bills, hospital bills, automobile repair bills, health care insurer or provider liens, and/or expenses incurred by them, including, but not limited to, attorneys' fees, as a result of the assertion of any claim, action, cause of action, right, or obligation which is released and discharged by this Settlement Agreement or which is in any way related to the Incident.

7. All Parties shall bear their own respective costs, expenses, and attorneys' fees incurred in connection with this matter.

8. This Settlement Agreement shall be governed by the laws of the State of Montana.

9. Releasors acknowledge that this Settlement Agreement shall not be deemed to constitute an admission of any past, present, or future liability or wrongdoing by any Party, all of which have been expressly denied.

10. In executing this Settlement Agreement, Releasors acknowledge that they have read this entire document, that they have had the opportunity to consult an attorney regarding it, and that they fully understand the terms contained in it and the impact of signing same, and signs the same of their own free will. This Settlement Agreement shall be binding on Releasors' heirs, successors, personal representatives, and assigns.

11. Releasors represent and agree that no civil actions, complaints, lawsuits, or petitions are pending or will be filed, arising out of or in any way related to the Incident. Releasors will indemnify, defend and hold harmless Release from any breach of this representation.

12. Releasors represent that all liens, charges, subrogation interests, or other such claims or liabilities arising out of the Incident, including, but not limited to, any worker's compensation lien, any statutorily created lien, any automobile repair charges or liens, and those of any hospital, health insurer, automobile insurer, or provider, attorney, or any other person or entity, have been paid or will be paid by or on behalf of Releasors. Releasors will indemnify, defend and hold harmless Releasee from any breach of this representation.

13. Releasors represent that they are the sole owners of all of their respective claims, causes of action, and rights arising from the Incident and released in this Settlement Agreement, that they have not assigned any interest in such claims, causes, and rights, and that they possess full and lawful authority to execute this Settlement Agreement and to fully, effectively, and completely release and extinguish all claims alleged or that could be alleged in any action against any person or potential party whatsoever or that arise in any way out of the Incident, and that they in fact do so by virtue of this Settlement Agreement. Releasors agree to indemnify, defend and hold harmless Releasee from and with respect to absolutely any and all claims or demands, by whoever made at any time, against it in any way related to the Incident by anyone claiming by, through or under Releasors.

14. The Parties further agree that if, after the date hereof, any provision of this Settlement Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms of this Settlement Agreement, such provision shall be fully severable.

In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

IN WITNESS WHEREOF, David McLure and Renee McLure have affixed their signatures as their own free acts and deeds as set forth below.

DATED: January \_\_\_\_, 2012.

DAVID MCLURE

STATE OF MONTANA ) )SS COUNTY OF <u>Yellowstone</u>)

On this <u></u>day of January, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared David McLure and Renee McLure, known to me to be the persons who executed the within Settlement Agreement and General Release, and acknowledged to me that they executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Drandi Hicks

My Commission Expires:

4.20.2012

