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Remington Arms Co., Inc. Product Service Legal Case #:8174

Case Inform	mation			-						
RE#	Date	Opened	Date Op	pened(PS)	Date Close	ed	Incide	nt Da	te Pre Lit Lit Obsolete	;
293165	12/1-	4/2012	11/10	6/2012	11/5/2013	3	11/12	/2012	2	
Customer I	nforma	tion								
Туре Ва	usiness	First Name	Last Name	Street	City	State	Zip	Age	Contact	
Incident		Frederick	Etchever	5507 S.E. ry 32nd	Des Moines	IA	50320		C 515-661-3717 E fred.etcheverry66@gmail.com	n
Incident In	formati	on								
Cl	aims			Codes		Rep	pair Es	it.	Medical Medical Treatment Status	
PI										
PD Shot he and co	ole in w uch	^{/all} Cau	se:4038	Could Not Du Concern	plicate				Unknown	
S		Con	cern:1020	Fired on Bolt	Opening					
С										

11/16/12 Per call from Frederick, on Monday he bought a new 770 from Bass Pro and had loaded it and was working the action. He remembered he had one round still in the magazine and was going to unload it and when opening the bolt it fired. The safety was on and his finger was not on the trigger. It put a hole in his wall and couch.cm 1/4 Etcheverry said he did not disassemble the firing pin. If it came from the factory disassembled that we should cover damages.cm

Firearm Informa Mfg.	ation Type	Model/Ga.	SKU	Serial	Bbl.	DOM
1/11g.	xype	model/Ga.	OILO	OCT IAI	DU.	
Remington	CF/BA	770/300 WIN MA	85648	M71868661	DG	9/26/2012 11:23:42 AM
Date Purchased	Where Purchased	Accessories	Original Owner			
	AMERICAN ROD & GUN	SCOPE,RINGS,BASE	Y			
CONCERN: FB	0					

Ammunition Information - None Defined

Other Products Information - None Defined

Settlement

Remington/770/CF/BA

Settlement	Release of Claims	Release Date	Reimbursement	Cash Reim. Cash Settlement Date APV APV
Per Release - \$2,031.64 reimbursement for damages - Frederick Etcheverry	Y	10/23/2013	\$2,031.64	11/5/2013

http://cps03sp01.remington.com:99/Remington_PSA/PrintDisplay.aspx?ID=8174&Type... 11/12/2013

Repair/Replacement Cost Date \$27

11/16/12 Mailing ARS.cm 1/4/13 Called Etcheverry to let him know we could not duplicate issue after reassembling the firing pin and would not cover property damage.cm 1/7 Emailed Ilion to check tamper evident seals are in place and add that to the pictures.cm 1/11/13 Spoke with D. Watkins, ok'd covering cost of repairs. Called Etcheverry and he will send quote for car repair and couch. I already have wall repair receipt. We will assemble and test the 770. Will send release to be signed.cm 2/11/13 Rec'd estimate to repair Mustang, \$1861.64. Waiting for cost of couch repair/replacement.cm 2/13/13 Etcheverry sent an email to the neighbors asking for a receipt.cm 3/5/13 Per email from D. Watkins, create release for Etcheverry for the car and wall repair. Will need to create one for the neighbor when they turn in a receipt for the couch and make payment to the neighbor directly for the couch.cm 3/14/13 Spoke with Frederick and he has not received my email with release attached. I will print and mail. The neighbor will be replacing the couch and will send a receipt soon.cm 10/31/13: Mr. Etcheverry mailed his Release back signed & notarized. He wrote a sentence on the Release pertaining to his address and Catherine Wall approved it. G-408 submitted to Derek Watkins for approval, \$2.031.64. There is no mention of what to do with the rifle so I emailed Ilion to repair at n/c & return to the customer. df 11/11/13: Kris Carson approved the G-408 & a copy was sent over to A/P Dept for processing. df

Part	Sub-Part	Code	Comment
	Examiner		B.TRAVIS
	Exam Date		12/17/2012
Examination	Product Type		RF
	Action Type		Α
	Assigned To		J.BALIO
Cause	4038	Could Not Duplicate Concern	REASSM THE FIR PIN FOR EXAMINATION
	Description		24" 300 WIN MAG
	Date Code		DG
	Bore Plugged	False	
	Bulged	False]
Barrel	Fired	False]
	Fired while Obstructed		
	Muzzle/Crown Condition	Slightly Worn; Functioning	
	Firing Pin	Like new; Functioning	
	Shroud	Like new; Functioning]
Bolt	Face	Like new; Functioning]
	Handle	Like new; Functioning]
	Stop	Like new; Functioning]
	Condition	Like new; Functioning]
Extractor	Cut Condition	Like new; Functioning]
	Ext/Eject Test	False]
	Block Condition	Select]
Locking	Lug Condition	Worn; Functioning	HEADED WITH X-MAX PLUGS ONLY

Examination[Remington/CF/BA]

http://cps03sp01.remington.com:99/Remington_PSA/PrintDisplay.aspx?ID=8174&Type... 11/12/2013

	Notch Condition	Select	
	Condition	Select]
Magazine	Box Condition	Like new; Functioning]
	Exterior Condition	Like new; Functioning	REC'D WITH FIR PIN UNASSM NO DAMAGE TO FIR PIN
Overall	Stock Condition	Like new; Functioning	
	Fore End Condition	Select	
Receiver	Condition	Like new; Functioning]
Receiver	Bulged	False]
C-C-L	Description]	STANDARD SAFETY
Safety	Function	Like new; Functioning]
	Lift	Select	N/A
Sear	Notch	Like new; Functioning]
		Test Fired	False
Feeding Test	Tests	False	
	Condition	Like new; Functioning	
T-:	Pull	Select	5#
Trigger	Altered	False	SEALANT NOT PRESENT
	Sub-Assembly	Other Remington]

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Ref# 8174

RELEASE OF ALL CLAIMS

KNOW ALL PERSONS BY THESE PRESENTS:

That I <u>Frederick Etcheverry</u>, having an address of <u>5507 S.E. 32nd</u>, <u>Des Moines, IA 50320</u> being of lawful age, in consideration of and upon receipt of <u>a check in the amount of \$2,031.64 for repair of the</u> <u>Mustang and hole in the wall as well as assembly and inspection of the 770 rifle at no charge</u> ("Consideration"), do hereby release and forever discharge REMINGTON ARMS COMPANY, LLC its/their parent and affiliated companies and its/their predecessors, successors, assigns, employees, officers, agents and directors and any other persons or entities ("Releasees") from all debts, claims, demands, damages, costs, expenses, injuries, actions and causes of action whatsoever nature or kind, whether known or unknown, on account of, resulting, or which may result from an incident or incidents occurring in or about <u>Nov 12, 2012</u> which I have alleged was caused while using products manufactured and/or sold by Releasees.

which I have alleged was caused while using products manufactured and/or sold by Releasees. Acleasing all claims to my property at SSD7 SC 32 Street, Des Moines, HSD32D, I further state that receipt by me of the Consideration described above constitutes a full and complete release and settlement of the claims described above, that this release is a compromise and is not to be construed in any way as an admission by the Releasees of any responsibility for the incident, or for an alleged defect in said products or that any such defect exists.

It is understood and agreed that this Release of All Claims is not and shall not be considered an admission of liability for any violation of any law, statute or regulation, any breach of contract, actual or implied, or any commission of any tort on the part of Releasees, by whom such liability is expressly denied.

I will not disclose the terms of this Release of All Claims to any third party, for any reason whatsoever, without the express prior written authorization of the Releasees or as may otherwise be required by law.

I acknowledge that I have carefully read and understand the contents of this Release of All Claims and sign the same as my own free act.

IN WITNESS WHEREOF, intending to be bound hereby, I have hereto set my hand this <u>23</u>^d day of <u>OrroBen</u>, 20<u>13</u>.

Print Name

Signature REDACTED

Social Security number or Driver's License #

Wan Notary signature:

Products alleged to be included in claim(s): Remington 770, ser #M71868661





March 5, 2013

Frederick Etcheverry 5507 S.E. 32nd Des Moines, IA 50320

Ref # 8174

Dear Mr. Etcheverry,

Please review the following Release of All Claims. If you are in agreement with our terms, please take it to a notary to be completed by them & you.

Send the original Release form with live signatures to my attention at the following address:

Remington Arms Co., LLC Attn: Christy Mitchell/Consumer Affairs Administrator PO Box 700 Madison, NC 27025-0700

I apologize for the inconvenience this has caused and I hope that this action will keep you a loyal Remington customer.

> Sincerely, Christy Mitchell Consumer Affairs Administrator Remington Arms Co., LLC Phone: 336-548-8684 Fax: 336-548-7872

cm enclosure

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

U.S. POSTAGE S01315 A Cotton S02260041 A Cotton Reminsten Arms Co. C.C. 1941, Unistry Warrell/Consumer Affairs PU-BOX 700 Nodison, NE 27025-0700 FE-0015800105597 նեղերերիներին երերելու երերելու երերելու են DES WORKES ZB CICT ZNIE IPM 3 L 27025070000 Etheveny Sconsessersh. Der Minner, 299520 シアナロー ł

PS 31096

Contractice Contraction		Proposal
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(515) 208-8113		interestine.
pettiecordtim@gmail.com		SHEET NO.
PROPOSAL SUBMITTED TO:	WORK TO BE PERFORMED AT:	DATE
NAME	4000-00 -	
Melissa Eténeverny	SSOT SE 3	2nd Street +
ADDRESS ALL TON EN3.70	SS13 SE 37	necient
Der Vloines, IA 50320		SNCE!
	DATE OF PLANS	
PHONENO. (7) (CC CC C CC CC	ARCHITECT	
PHONENO. 575-897-8885		
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Memo For enhanced security your account number will not be printed on this copy All material is guaranteed to be as specified, and the above work to be performe and completed in a substantial workmanlike manner for the sum of?	NOT NEGOTIABLE	specifications submitted for above work
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Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge	NOT NEGOTIABLE	·
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Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.	NOT NEGOTIABLE	payments to be made as follows.
Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.	Respectfully Not – this proposal may be withd	payments to be made as follows.
Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.	Respectfully Not – this proposal may be withd	payments to be made as follows.
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PS 31097

2012 FORD MUSTANG GT 2DOOR COUPE CD LOG NO 54017-1 I 0405 07 PANEL, QUARTER LT REPAIR 1.0*1 L 0405 PANEL, QUARTER LT REFINISH 3.2 4 2.7 SURFACE 0.5 TWO STAGE E 0413 GLASS, QUARTER TINTE LT AR3Z6329711A 369.17 1.9 1 RI0090 TAILLAMP ASSEMBLY LT R&I ASSEMBLY 0.8 1 N 0566 REAR BUMPER COVER R&I ADDNL LABOR OPERA 3.0*1 DROP LT SIDE FOR REFINISH L M17 COVER CAR EXTERIOR REFINISH SBM50 HAZARD. WSTE. REM. SUBLET REPAIR 4.00* INC*4**1* 11 ITEMS MC MESSAGE(S) 07 STRUCTURAL PART AS IDENTIFIED BY I-CAR 13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE FINAL CALCULATIONS & ENTRIES GROSS PARTS 465.47 OTHER PARTS 10.00 PAINT MATERIAL 234.60 PARTS & MATERIAL TOTAL 710.07 TAX ON PARTS & MATERIAL @ 6.000% 42.60 LABOR RATE REPLACE HRS REPAIR HRS 54.00 3.4 95.00 1-SHEET METAL 9.0 669.60 2-MECH/ELEC 58.00 3-FRAME 4-REFINISH 54.00 6.9 372.60 5-PAINT MATERIAL 34.00 LABOR TOTAL 1,042.20 TAX ON LABOR 6.000% G 62.53 SUBLET REPAIRS 4.00 6.000% TAX ON SUBLET 6 0.24 TOWING STORAGE GROSS TOTAL 1,861.64 NET TOTAL 1,861.64 SHOPLINK U3246 ES CD LOG 54017-1 DATE 02/09/13 12:16:57AM R6.37 CD 01/13 PXN: Y/00/00/00/00/00 CUM 00/00/00/00 GEOCODE 50310 HOST LOG (C) 1998 - 2008 AUDATEX NORTH AMERICA, INC. 1.6 HRS WERE ADDED TO THIS EST. BASED ON AUDATEX TWO-STAGE REFINISH FORMULA. THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. ANY PAGE 2 02/09/13

2012 FORD MUSTANG GT 2DOOR COUPE CD LOG NO 54017-1

WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THESE PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

THIS ESTIMATE MAY BE PREPARED BASED ON THE USE OF AFTERMARKET PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR VEHICLE. ANY WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THESE PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE. THIS DAMAGE REPORT IS BASED ON VISUAL INSPECTION AND DOES NOT INCLUDE HIDDEN OR MISSED DAMAGE WHICH MAY REQUIRE ADDITIONAL PARTS AND OR LABOR FOUND AFTER TEAR DOWN. NOTE **** PARTS PRICES SUBJECT TO ACTUAL INVOICE*****

> PAGE 3 02/09/13

CHARLES GABUS FORD 4545 MERLE HAY ROAD DES MOINES, IA. 50310 PHONE: 515-270-9093 FAX: 515-270-5567 TOLL FREE: 800-934-2287 FEDERAL TAX ID # 42-0948111

CD LOG NO 54017-1 DATE 02/09/13

CITY STATE:	CHARLES GABUS 4545 MERLE HAY DES MOINES, IA 50310- BODYSHOP@CHARL	FORD ROAD ESGABUS.COM	INSP DATE: CONTACT: PHONE 1: FAX:	02/0 DENN (515 (515	9/13 Y ANDERSC)270-9093)270-5567	N
OWNER: ADDRESS: CITY STATE: ZIP:		EDREIC T	WORK PHONE: CELL PHONE:	(515 (515)508-3844)661-3717	
POINT OF IM	IPACT: 0					
LIC#: BODY COLOR: CONDITION:	SBLUE	TATE:	VIN: MILEAGE: ACCTNG CTL#		P8CF4C523 33	4763
	06/11		PAINT CODE:			
2012 FORD M CODE: P22 OPTIONS: TWO-STAGE	USTANG GT 2DO 32B/C OPTNS N/2 - EXTERIOR SUR	E=REPLACE OEM UE=REPLACE OE S EU=REPLACE SALV PC=PXN RECONDIC ET=PARTL REPL I L=REFINISH CG=CHIPGUARD RI=R&I ASSEMBLY RP=RELATED PRIC OR COUPE 8CYL 4OC FACES TY LAMPS RI	GASOLINE 5.0 NO-STAGE - IN	OF-ONRE.	LAIED FRI) PRT UILT R H OR
		MFG.PAR	F NO.	PRICE	AJ% B%	HOURS R
RI0172 M I 0341 F L 0341 13 F	LLDG, ROCKER PANE PANEL, ROOF PANEL, ROOF	L LT R&I ASSEI REPAIR REFINISH 2.6 0.6	MBLY SURFACE TWO STAGE SE			0.4 1 5.0*1 3.7 4
	LDG,ROOF DRIP	LT 5R3Z6351	TWO STAGE 729AAA	96.30		0.3 1
E 0239 M						

ZY''

November 16, 2012

Frederick Etcheverry 5507 S.E. 32nd St Des Moines, IA 50320

Subject: Case # 8174, Model 770, SR # 35266

Dear Mr. Etcheverry,

I am sorry to hear of the problems you had with the Remington firearm. Please include a copy of this letter with the rifle as well as the Service Request form. The letter inside is important as sometimes the outside label gets damaged in transit and we want to be sure the product is logged in correctly.

I apologize for the inconvenience that this incident has caused and I hope that these actions will keep you a loyal Remington customer.

Sincerely,

Christy Mitchell Consumer Affairs Administrator Phone: 800-243-9700, ext 8684 christy.mitchell@remington.com

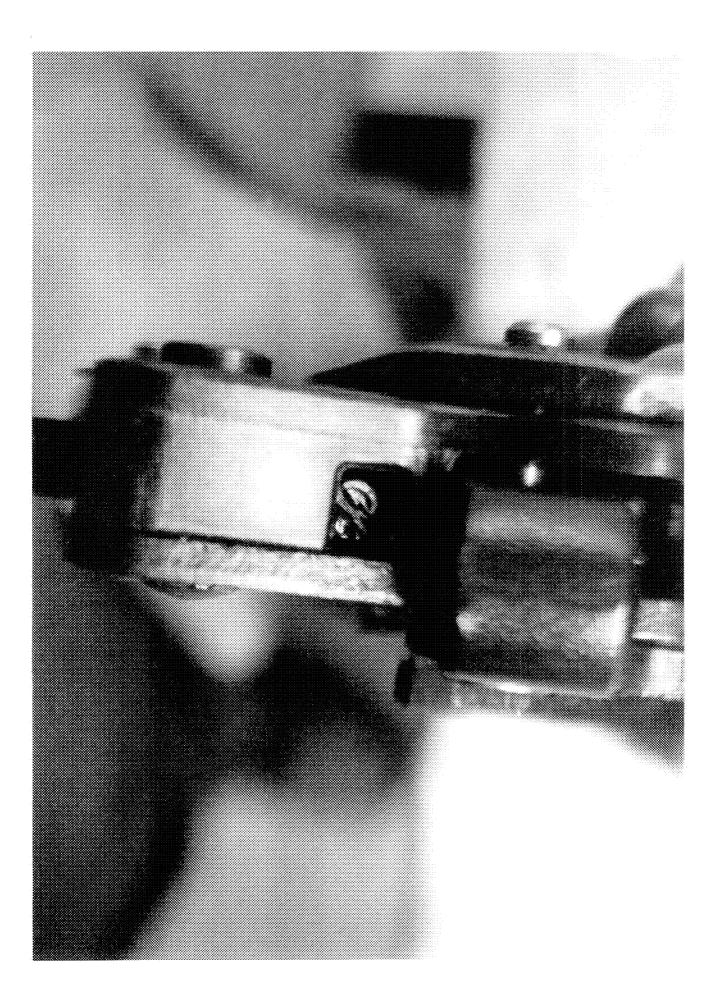


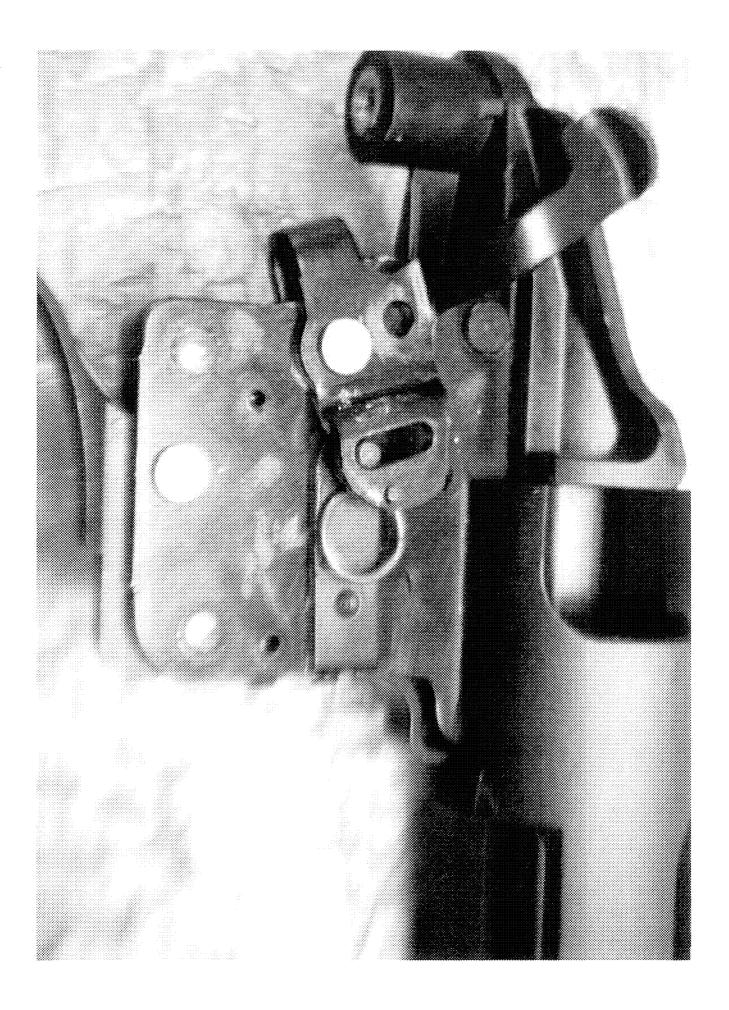
BY: ·····

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













November 29, 2012 - Mailed 12/11/12

Remington Arms Company, LLC Consumer Affairs Administrator 870 Remington Drive PO Box 700 Madison, NC 27025

Re: Frederic Etcheverry Case #8174, Model 770, SR#35266

Dear Ms. Mitchell,

Thank you for your response regarding the firearm I purchased: I have included the information you requested with the firearm, as well as, the following:

- Pictures of the property damage sustained as a result of the defective firearm
- Invoice for a portion of the repair to the damage sustained as a result of the defective firearm
- Original receipt for purchase of the defective firearm
- Written statement from Frederic Etcheverry regarding defective firearm

Please contact us after review of this information to discuss how you plan to resolve the damage sustained as a result of this defective firearm and reimbursement for the defective firearm. Damage to the walls in the Frederic and Melissa Etcheverry residence, Frederic Etcheverry's vehicle damage, and the couch at the Linda Collicott residence have not yet been repaired. Repair was made to the dry wall and outside wall of the Linda Collicott home, along with the south outside wall of the Frederic and Melissa Etcheverry home.

We appreciate your prompt attention to this request and would like a response within 30 days of the date of this letter.

Sincerely,

Frederic and Melissa Etcheverny 5507 SE 32nd Street Des Moines, IA 50320 515-897-8885



"LIKE" Bass Pro Shops Altoona on FACEBOOK!

Sales Person: Nick

043 P Wtail Pro 770 Pkg Bpe 349.9 1401599 Rewards Points: 350

66

Jutdoor Rewards Number: *****6538 Total Points Earned: 350 Balance: \$18.82

[tems: 1 Subtotal

99

349.

Sales Tax \$349.99 & 6.0% \$21.00 FOTAL \$370.99 66

\$370.

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November 29, 2012

On Monday November 12, 2012, I purchased a rifle at Bass Pro Shop in Altoona, Iowa. This is a Remington Rifle Model WTail Pro 770 for the price of \$349.99 + tax for a total of \$370.99. (see attached receipt) When I came back home, I decided to open the box and examine my new rifle. I installed the bolt on the rifle, then read the owner's manual and got familiar with the safety system and safety procedures recommended by Remington for this type of firearm. I loaded 3 cartridges into the magazine in order to verify that the magazine was okay. Next, I unloaded the magazine. Before I realized I had left one cartridge in the magazine, I inserted the magazine into the rifle. I checked and made sure that the safety was on and tried to remove the magazine. I could not remove the magazine so decided to load the chamber and eject the cartridge from the chamber by opening the bolt and pulling it fully rearward twice, in order to load and eject the cartridge. At this time the safety was on. When I opened the bolt the second time the rifle discharged accidentally. I'm 100 % sure that the safety was on because I checked that at each phase of the process. My finger was not on the trigger. My right hand was busy with the bolt and I was holding the stock with my left hand. The rifle discharged and created damage to our home and our neighbor's home. We are all very thankful no one was in line with the bullet and that we only sustained property damage as a result of the defective gun.

The bullet passed through the wall in our living room and into the garage. While passing through the garage, the paint and rear glass on my vehicle got damaged. Then the bullet passed through the external wall of the garage of my home and through the external wall then internal wall of my neighbor's home, only to be stopped by a couch. Please see attached photos of damage sustained. I'm persuaded that this incident should not happen at any time and a rifle with a safety "On" should not fire at any time.

I would like to add that I'm familiar with and have over 25 years' experience with the use of firearms of many types. I've been hunting for many years and have been trained with regard to the use of firearms in the military.

Sincerely,

Frederic Etcheverry

Service Request

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Remington Service PO Box 700

ATTN: Prod Serv #8174

Madison, NC 27025-0700

www.remington.com

Parts and Repairs: P:800-243-9700/F:336-548-7801 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 SR00035266 Customer: FREDERICK ETCHEN 5507 S.E. 32ND ST DES MOINES, IA 50 Email: Your request for service on th	M71868661 Model 770 RIFLE Caliber: 300 VERRY 320 US e item(s) will be evaluated by our repairman to determin	Destination: Arms Services 14 Hoefler Ave Ilion, NY 13357 Email: c if it is covered under our warranty po		1: 11/16/2012
Reason For Return	ontacted with an estimate before work is performed.			
Service Request Section Prod Serv #8174 Parts And Service Details				
Material Type	Description	Qty Warranty Needed	Přic	e Disc Amount
THIS IS NOT AN INVOICE. T being sent based on the conver	This is a pre-estimate to repair, recondition, or replace th sation with our representative.	ne item(s)	Sub Total: Est Sales Ta Grand Total	

NOTE: Please complete and print this form, and then include it with your firearm.

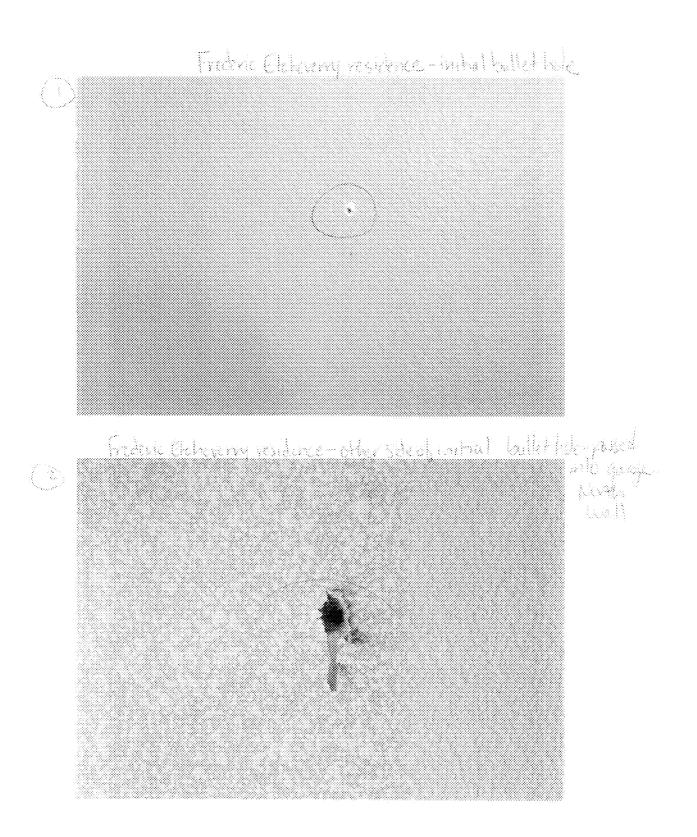
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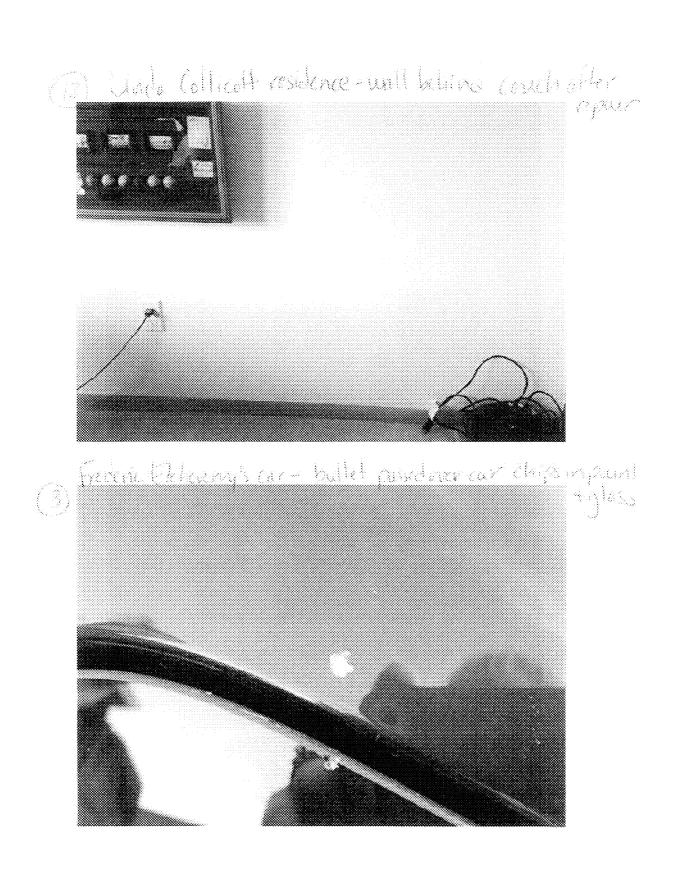
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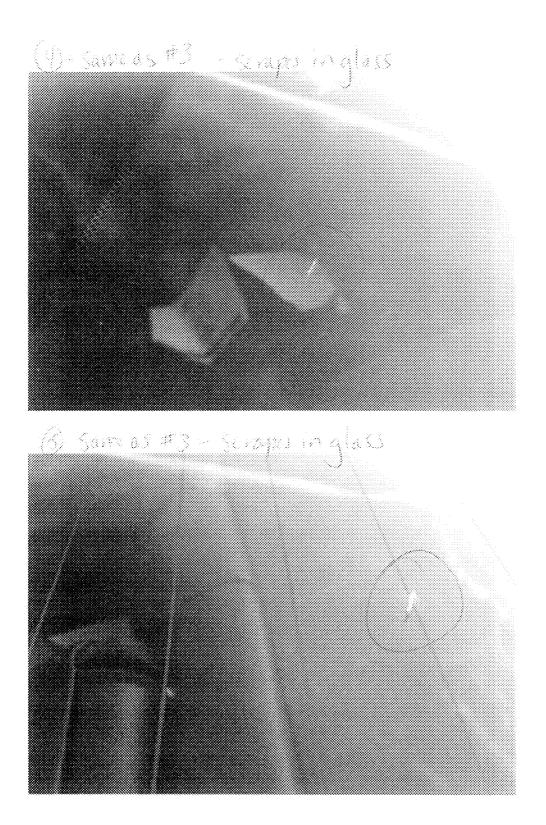
Model Number: 170	Serial Number: 35266
Are you the original owner?: \bigvee YES r NO	
Name: Frederiz Etzhevery	Date of Purchase: 11/12/12
Address (no PO Boxes): SSON SE 32	nestreet
city: Des Moines	state: TA Zip: 50320
Phone (Devime): 575-	Fax:
E-mail Address: (if e-mail address is provided, notification	of receipt and shipment will be
sent)	·
E-mail Address:	
I would like to receive future e-mail updates from Rer	nington.
Please describe your problem and date of occurrence	
See attached letters	
500 characters left Ammunition Information:	
Menufaciurer:	Туре:
Other (i.e. bullet weight/type, shot size, powder):	
Handload Information:	
Fowder Used:	Powder Weight
Case/Huli Used:	Primer Used:
Buliet Type/Shot Size:	Reloader Used

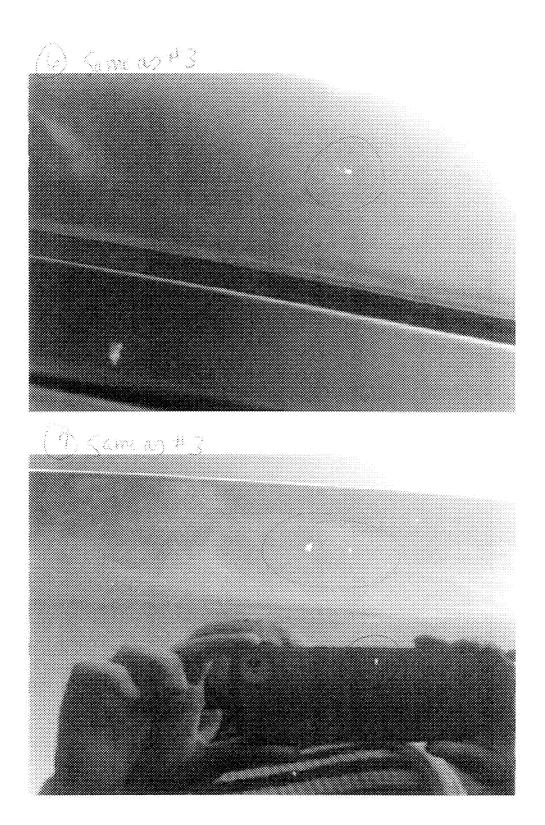
1

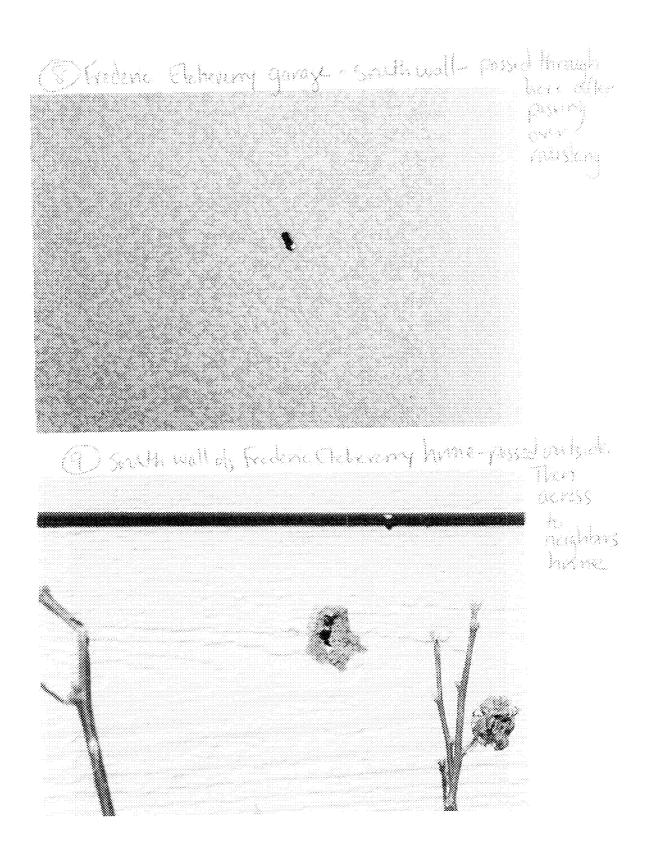
The second second











(i) North wall of Linda Collicatt residence



() Repaired North inside wall of Linda Collicett residence y state we wet Jake or pahere babere peper

(13) Back of couch - Cinda Collieut - Silting up against well



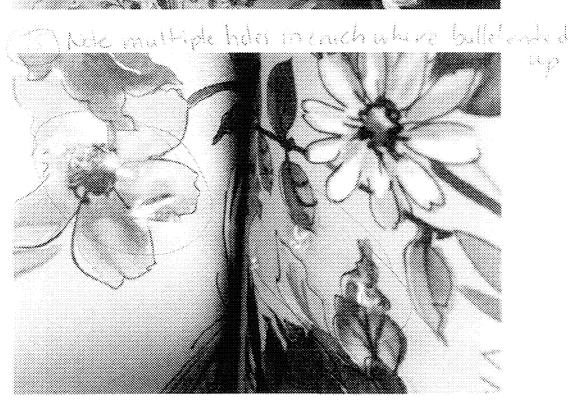
ann Nuath Side Of Nuase

(13) - Same as about the while punder from drywell



() Cushim in inich - bullet brokezipper as well





ARS LABEL REQUEST FORM

DATE:	11/16/2012	Service Request #	SR00035266
QUANTITY:	1	WEIGHT PER PACKA	GE: 10 LBS
REQUESTED BY:	mitchellcs	email address:	
Business:		Remington Service PO Box 700 Madison, NC 27025-0700 www.remington.com	
· · · · · · · · · · · · · · · · · · ·			Name (1997)
		LABEL INFORMATION	
MAIL LABE	L TO:	FREDERICK ETCHEVERRY 5507 S.E. 32ND ST DES MOINES, IA 50320 US SR00035266	
		Email:	
RETURN I	TEM TO:	ILN	
		Arms Services	
		REF 1:SR00035266 REF 2:	URRENCY USD
		SHIPMENT POB HATE CITATOLO. DV 0.00 COD 0.00 F	T/P USD 35 0.50 DD 0.00

ATTN: Prod Serv #8174

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