

File Number:	9772	First Name:	FERRY LEE
Last Name:	JOURNIGAN	City:	WAKE FOREST
Street:	8809 LIGON MILL ROAD	Home Ph:	919-554-4834
State:	NC	Zip:	27587
Work Ph:	919-834-8049	Product Type:	F F A T O
Type Concern:	IPD	Concern Code:	1025
Concern:	UNEXPLAINED DISCHARGE NO MENTION SAFETY POSITION		
Cause Code:	4040	Cause:	OTHER - UNEXAMINED
Assignment:	SUPRY	UND	UNEXC UNO J
Settlement Detail:		Settlement Amount:	\$0.00
Date Opened:	10/24/97	Date Closed:	11/12/97
Date Closed:		Bullet Weight:	30-06
Date to Analysis:		Date from Analysis:	
Model:	700	Serial:	AG350145
RAMAC:	700	Date Code:	
Custody:		Litigation:	<input type="checkbox"/>
		PreLitigation:	<input checked="" type="checkbox"/>
		Obsolete:	<input type="checkbox"/>
		Comments:	Called 11/17/97 asked for them to ship gun to my attention for examination
Date of Modification:	3:09:55 AM	Date of Modification:	11/16/97

11/11/97

ATTN: DIRECTOR OF FIRE ARMS SERVICES

On 10-24-97, I Terry Lee Journigan, my son Terry Lee Journigan Jr and his girlfriend Stephanie Kuhn were hunting in Wake Co, NC. When we finished hunting we returned to the truck, a 85-S10 Blazer. When I went to return the gun(30-06 Remington) back into the truck the gun went off shooting a hole through the floor of the truck about a inch away from Stephanie's foot.

I took my gun to a gun smith, Hills Sporting Goods in Raleigh, NC, a highly reputable gun smith for this area. They informed me that the gun ser#A6350145 Remington Model #700-30-06 SPRG has a factory defect in the trigger and there was nothing they could do for me and gave me a 800 243-9700 number and told me to call Remington. I made the call and they would not talk to me and that is why I am writing this letter.

The 30-06 gun will fire by itself everytime you pust the safety to the fire position. Iam sending a copy of a damage report of the damages done to my truck. Please contact me with a name and number of someone to contact who can inform me of what Remington intends to do about this matter.

I can be reached at:

Terry Lee Journigan
8809 Ligon Mill Rd
Wake Forest, NC 27587
hmr# 919-554-4894 wk 919-743-3330 wk 919-834-8049

Thank You,

Terry Lee Journigan, Charmaine Journigan

RECEIVED

NOV 12 1997

SERVICES

DAMAGE REPORT
10/24/97 at 16:39

JOURNIGAN
D.R. 31711-00023
Est: K. BEARD

TARHEEL AUTO BODY INC.

10112 CAPTIAL BLVD
WAKE FOREST, NC 27587-9330
(919) 556-6261

Owner: TERRY JOURNIGAN
Address:

Day Phone: () - -
Other Ph: () - -
Deductible: \$ N/A

Insurance Co.:
Claim No.:

Phone:
Adj.:

85 CHEV T10 4X4 BLAZER 2D UTV 6-2.8L-2
Vin: 1G8CT18B2F0110731 License:

Prod Date: 0/ 0 Odometer:

Power brakes Tinted glass Dual mirrors
Hiback bucket seats Styled steel wheels Clear coat paint

NO.	OP.	DESCRIPTION OF DAMAGE	QTY	PART COST	LABOR	PAINT	M
1		FENDER					
2	Repl	RT Wheelhouse	1	60.50	0.6		
3		WHEELS & FRONT SUSPENSION					
4*	Repl	RT/Front Wheel aluminum	1	349.00	0.3		
5*	Repl	TIRE	1	85.00			
6*		BALANCE AND VALVE	1				X 1
7*	Repl	RT Boot kit outer	1	33.42	2.5		M
8		COWL					
9*	Repr	COWL/DASH PANEL	1		6.0	2.0	
10*	Repl	CARPET	1	306.00		5.0	
11*		R&I INTERIOR	1		3.0		
12*		COVER CAR	1				X 1
13*		HAZARDOUS WASTE	1	5.00			
Subtotals ==>				838.92	12.4	7.0	2

GE REPORT
24/97 at 16:39

JOURNIGAN
D.R. 31711-0002386
Est: K. BEARD

TARHEEL AUTO BODY INC.

10112 CAPTIAL BLVD
WAKE FOREST, NC 27587-9330
(919) 556-6261

Parts		838.92
Body Labor	9.9 units @ \$32.00	316.80
Paint Labor	7.0 units @ \$32.00	224.00
Paint/Materials	7.0 units @ \$18.00	126.00
Mech. Labor	2.5 units @ \$42.00	105.00
Sublet/Misc		25.00

SUBTOTAL		\$ 1635.72
Tax on \$	838.92 at 6.0000%	50.34

GRAND TOTAL		\$ 1686.06

INSURANCE PAYS		\$ 1686.06

THIS IS NOT AN AUTHORIZATION TO REPAIR. PRESENT THIS ESTIMATE TO THE REPAIR FACILITY BEFORE REPAIRS BEGIN. WE RESERVE THE RIGHT TO INSPECT ANY ADDITIONAL DAMAGE BEFORE CONSIDERING PAYMENT OF SUPPLEMENT REPAIR CHARGES.

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Non-asterisk(*) items are derived from the Guide DE1GF83. Database Date 6/97
Double asterisk(**) items indicate part supplied by a supplier other than the original equipment manufacturer.
CAPA items have been certified for fit and finish by the Certified Auto Parts Association.
BZEst - A product of CCC Information Services Inc.

TYREE'S CARS, INC.
 10008 CAPITAL BLVD PO BOX 61191 FAX.#919 554-2600 RALEIGH NC 27661
 (919) 556-7710

Damage Assessed By: PAUL BOOKMAN JR.

OWNER OF VEH.: TERRY JOURNIGAN
 Address: 8809 LIGON MILL RD. WAKE FOREST NC 27587
 Telephone: Work Phone: (919) 834-8049 Home Phone: (919) 554-4894
 Mitchell Service: 913489
 Description: 1985 CHEVROLET BLAZER T10 2D SP UT
 VIN: 1G8CT18B2F0110731 License: KWZ-4717 NC

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/Part Number	Dollar Amount	Labor Unit
1	309490	BODY	REMOVE/REPLACE	R FENDER WHEELHOUSE PANEL	15606194 GM PART	60.50	0.5
2	312700	BODY	REMOVE/REPLACE	WHEEL	14063788 GM PART	349.00	0.3
3	931083	MECH	REMOVE/REPLACE	*TIRE	NEW	80.00*	
4	900500	MECH	*CHECK/ADJUST	*MOUNT & BALANCE			0.4*
5	316050	MECH	REMOVE/REPLACE	R OTR DRIVE AXLE BOOT	26028006 GM PART	33.42	2.5 #
6				MAYBE DAMAGE TO AXLE			
7	327140	BODY	REPAIR	*COWL/DASH PANEL			5.0*
8	AUTO	REFIN	REFINISH	COWL COMPLETE			1.5
9	900500	BODY	*REMOVE/REPLACE	*SEAM SAEI	NEW	15.00*	0.7*
10	900500	BDY-S	*REMOVE/REPLACE	*CARPET	15698863	306.00*	5.0*
11	900500	BODY	*REMOVE/INSTALL	*R/I FT. & REAR SEATS,& CONSOLE			2.5*
12	AUTO	REFIN	ADD'L LABOR OPR	CLEAR COAT			
13	933004	BODY	ADD'L LABOR OPR	UNDERCOATING			1.0*
14	936012		ADD'L COST	HAZARDOUS WASTE DISPOSAL		4.00*	
15	AUTO		ADD'L COST	PAINT MATERIALS		24.00*	

* Judgement Item
 # Labor Note Applies

				Add'l Labor	Sublet	Totals	II. Part Replacement Summary	
I. Labor Subtotals				Amount	Amount		Amount	
Body	10.0	34.00				340.00	Taxable Parts	843.92
Refinish	1.5	34.00				51.00	Sales Tax @ 6.00%	50.64
Mechanical	2.9	45.00				130.50	Total Replacement Parts Amount:	894.56
Bdy-S	5.0	34.00				170.00		
				Labor Subtotal		691.50		
Labor Summary Totals				19.4		691.50		

ESTIMATE RECALL NUMBER: 00/00/00 00:00:00 5082

Mitchell Data Version: OCT_97_A

Copyright (C) 1990-1996, Mitchell International
 All Rights Reserved

Page 1 of 2

Tyrees Auto body

III. Additional Costs			Amount	IV. Adjustments		Amount
Taxable Costs			4.00	Customer Responsibility:		0.00
	Sales Tax @	6.00%	0.24			
Non-Taxable Costs			24.00			
Total Additional Costs:			28.24			
				I. Total Labor:		691.50
				II. Total Replacement Parts:		894.56
				III. Total Additional Costs:		28.24
				Gross Total:		1,614.30
				IV. Total Adjustments:		0.00
				Net Total:		1,614.30

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

From:

Fred Supry

**Remington Arms
Ilion, NY 13357**

315-895-3606

Date

Called Home # -

Talked to Terry Jr. (18 yrs old)

He had gun misfire - He gave
me his mothers # to give address
to ship gun to us. I called
gave her the information.

11/17/97

FedEx USA AirbillFedEx
Tracking
Number

801073251938

0200

Form
I.D. No.**Recipient's Copy**

1 From

Date 11/1/97

Sender's Name Charmaine Jannigan Phone 919/743-3330

Company TERRY L. JANNIGAN

Address 8807 Ligon Mill RD

City WAKE FOREST State N.C. ZIP 27587

2 Your Internal Billing Reference Information

3 To

Recipient's Name DIRECTOR OF ARMS SERVICES Phone (800) 243-9700

Company Remington Arms Co. Inc

Address 870 Remington DR.

City Madison State NC ZIP 27025-0700

For HOLD at FedEx Location check here

☐ **Hold Weekday**
(Not available with
FedEx First Overnight)

☐ **Hold Saturday**
(Available for FedEx Priority Overnight
and FedEx 2Day only)

For Saturday Delivery check here

☐ (Extra Charge. Not available to all locations)
(Available for FedEx Priority Overnight
and FedEx 2Day only)



8 0 1 0 7 3 2 5 1 9 3 8

4a Express Package Service Packages under 150 lbs. Delivery commitment may be later in some areas.

☐ FedEx Priority Overnight (Next business morning) ☒ FedEx Standard Overnight (Next business afternoon) ☐ FedEx 2Day* (Second business day) ☐ FedEx Express Saver* (Third business day)

☐ FedEx First Overnight (Earliest next business morning delivery to select locations) (Higher rates apply)

* FedEx Letter Rate not available. Minimum charge: One pound rate.

4b Express Freight Service Packages over 150 lbs. Delivery commitment may be later in some areas.

☐ FedEx Overnight Freight (Next business day) ☐ FedEx 2Day Freight (Second business day) ☐ FedEx Express Saver Freight (Up to 3 business days)

(Call for delivery schedule. See back for detailed descriptions of freight services.)

5 Packaging ☒ FedEx Letter ☐ FedEx Pak ☐ FedEx Box ☐ FedEx Tube ☐ Other Pkg. Declared value limit \$500.

6 Special Handling Does this shipment contain dangerous goods? ☐ Yes (As per attached Shipper's Declaration) ☐ Yes (Shipper's Declaration not required)

☐ Dry Ice (Dry Ice, 9, UN 1845 III) kg. 904 CA ☐ Cargo Aircraft Only (Dangerous Goods Shipper's Declaration not required)

7 Payment ☐ Obtain Recipient FedEx Account No.

Bill to: ☒ Sender (Account no. in section 1 will be billed) ☐ Recipient (Enter FedEx account no. or Credit Card no. below) ☐ Third Party ☐ Credit Card ☐ Cash/Check



Total Packages Total Weight Total Declared Value* Total Charges
\$.00 \$

* When declaring a value higher than \$100 per shipment, you pay an additional charge. See SERVICE CONDITIONS, DECLARED VALUE, AND LIMIT OF LIABILITY section for further information.

Credit Card Auth.

8 Release Signature

Your signature authorizes Federal Express to deliver this shipment without obtaining a signature and agrees to indemnify and hold harmless Federal Express from any resulting claims.

Questions?

Call 1-800-Go-FedEx (800)463-3339

287

Rev. Date 5/97
Part #150385
©1994-97 FedEx
PRINTED IN U.S.A.
GBFE 8/97

Terms And Conditions

Definitions On this Airbill, "we," "our" and "us" refer to Federal Express Corporation, its employees, and agents. "You" and "your" refer to the sender, its employees, and agents.

Agreement To Terms By giving us your package to deliver, you agree to all the terms in our current Service Guide, which is available on request. You also agree to those terms on behalf of any third party with an interest in the package. If there is a conflict between the Service Guide and this Airbill, the Service Guide will control. No one is authorized to change the terms of our Agreement.

Responsibility For Packaging And Completing Airbill You are responsible for adequately packaging your goods and properly filling out this Airbill. If you omit the number of packages and/or weight per package, our billing will be based on our best estimate of the number of packages we received and/or an estimated "default" weight per package as determined by us.

Responsibility For Payment Even if you give us different payment instructions, you will always be primarily responsible for all delivery costs, as well as any cost we incur in either returning your package to you or warehousing it pending disposition.

Limitations On Our Liability And Liabilities Not Assumed

- Our liability for loss or damage to your package is limited to your actual damage or \$100, unless you declare a higher value, pay an additional charge, and document your actual loss in a timely manner. You may pay an additional charge for each additional \$100 of declared value. The declared value does not constitute, nor do we provide cargo liability insurance.
- In any event, we will not be liable for any damage, whether direct, incidental, special, or consequential in excess of the declared value of a shipment, whether or not Federal Express had knowledge that such damages might be incurred including but not limited to loss of income or profits.
- We won't be liable:

- for your acts or omissions including but not limited to improper or insufficient packing, securing, marking, or addressing or those of the recipient or anyone else with an interest in the package

- if you or the recipient violate any of the terms of our Agreement
- for loss or damage to shipments of prohibited items
- for loss, damage, or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts of public authorities with actual or apparent authority.

Declared Value Limits

- The highest declared value allowed for FedEx Letter and FedEx Pak shipments is \$500.
- For other shipments, the highest declared value allowed is \$50,000 unless your package contains items of "extraordinary value," in which case the highest declared value allowed is \$500.
- Items of "extraordinary value" include shipments containing such items as artwork, jewelry, furs, precious metals, negotiable instruments, and other items listed in our Service Guide.
- You may send more than one package on this Airbill and fill in the total declared value for all packages; not to exceed the \$100, \$500 or \$50,000 per package limit described above. (Example: 5 packages can have a total declared value of up to \$250,000.) In that case, our liability is limited to the actual value of the package(s) lost or damaged, but may not exceed the maximum allowable declared value(s) or the total declared value, whichever is less. You are responsible for proving the actual loss or damage.

Filing A Claim YOU MUST MAKE ALL CLAIMS IN WRITING and notify us of your claim within strict time limits set out in the current Service Guide.

We'll consider your claim filed if you notify our Customer Service Department at 1-800-Go-FedEx and make your claim in writing as soon as possible.

Within 90 days after you notify us of your claim, you must send us all the information you have about it. We aren't obligated to act on any claim until you have paid all transportation charges and you may not deduct the amount of your claim from those charges.

If the recipient accepts your package without noting any damage on the delivery record, we will assume the package was delivered in good condition. For us to process your claim, you must make the original shipping cartons and packing available for inspection.

Right To Inspect We may, at our option, open and inspect your packages before or after you give them to us to deliver.

Right Of Rejection We reserve the right to reject a shipment when such shipment would be likely to cause delay or damage to other shipments, equipment, or personnel or if its shipment is prohibited by law; or if the shipment would violate any terms of our Agreement or our current Service Guide.

C.O.D. Services C.O.D. SERVICE IS NOT AVAILABLE WITH THIS AIRBILL. If C.O.D. Service is required, please use a Federal Express C.O.D. Airbill.

Air Transportation Tax Included A federal excise tax when required by the Internal Revenue Code on the air transportation portion of this service, if any, is paid by us.

Money-Back Guarantee In the event of untimely delivery, Federal Express will at your request and with some limitations, refund or credit all transportation charges. See current Service Guide for more information.

Freight Services There are several freight service options, depending on your transit time needs.

- **FedEx Overnight Freight:** Next business-day service to all points in the 48 states; rates are based upon the distance shipped.
- **FedEx 2Day Freight:** Second business-day service to all points in the 48 states; rates are based upon the distance shipped.
- **FedEx Express Saver Freight:** Up to 3 business-day service to all points in the 48 states; rates are based upon the distance shipped.

Part #150384/150385 • Rev. 5/97