

REMINGTON ARMS COMPANY, INC.

INTER-DEPARTMENTAL CORRESPONDENCE



Bridgeport, Connecticut
October 10, 1979

PARKER V. REMINGTON, ET AL.

This case in Texas, with approval of the plaintiffs, has been dismissed.

The suit involved the allegations that the plaintiffs were injured in 1976 when a Remington Model 700, bolt action .243, discharged through a bathroom door while another member of the family was moving the safety lever on the firearm to the "fire" position in order to unload the gun.

The plaintiffs were unable to find a firearms' expert who would state that there was a defect in the subject gun. After several conferences with our attorney, Bob McKissick (who was also our attorney in the Coates case), the plaintiffs, whose injuries were minor, agreed to allow the case to be dismissed.

A handwritten signature in cursive script that reads "R. B. Sperling".

R. B. Sperling

RBS:hss

Remington
1816

REMINGTON ARMS COMPANY, INC.

PETERS
1816

MANUFACTURERS OF
SPORTING FIREARMS, AMMUNITION

SPORTING FIREARMS, TRAPS, RIFLE, NEW YORK
AMMUNITION, BRIDGEPORT, CONNECTICUT
LONOKE, ARKANSAS
CABIE—HARTLEY, BRIDGEPORT

TRAPS

TARGETS

PETERS CARTRIDGE DIVISION
BRIDGEPORT, CONNECTICUT
TARGETS, FINDLAY, OHIO
ADA, OKLAHOMA
ATHENS, GEORGIA

BRIDGEPORT, CONNECTICUT 06602

December 8, 1978

TELEX: 964-201 STRATFORD, CONN.

Mr. Richard W. Hall
Claims Supervisor
Liberty Mutual Insurance Co.
3715 Main Street
Bridgeport, Conn. 06602

Parker v. Remington Arms Company, Inc., et al.

Dear Dick:

Attached are summons and complaint served upon Remington's office in Wilmington, Delaware, on December 5, 1978, by Certified Mail from the State of Texas. The summons specifies that we have 20 days from date of service to respond, which means we have until December 26, 1978, to file our answer.

The complaint alleges that the plaintiffs were injured in 1976 when a Remington Model 700, bolt action 243 (Serial Number 6399226 - firearm manufactured in 1971), discharged while the plaintiffs' brother was moving the safety lever on the firearm to the fire position in order to unload the gun.

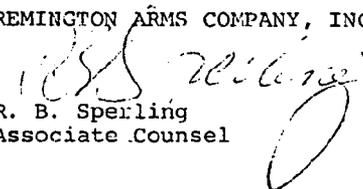
This is Remington's first notice of this accident.

Please make the appropriate arrangements to defend Remington's interests in this matter pursuant to the terms of our policy. The model allegedly involved in this present case is not one of the models currently being recalled by Remington as the result of the Coates settlement. However, because the allegations are so similar to the allegations in Coates, we would request that this case be referred to Special Claims in order to take advantage of the experience they obtained in handling the Coates matter.

We would also request that Remington be contacted before counsel for this litigation is retained.

Very truly yours,

REMINGTON ARMS COMPANY, INC.


R. B. Spelling
Associate Counsel

RBS:hss
2cc: Liberty Mutual



85-76460

STATE OF TEXAS
OFFICE OF THE SECRETARY OF STATE
AUSTIN, TEXAS 78711

Steven C Oaks
Secretary of State

November 28, 1978

Remington Arms Company, Inc.
101 W. 10th Street
Wilmington, Delaware 19801

Re: Gregg R. Parker, et al VS Remington Arms Company, Inc., et al
in the 112th Judicial District Court of Sutton County, Texas.
Cause #2298.

Dear Sir:

Pursuant to the Laws of Texas, we forward herewith by
Certified Mail, return receipt requested a copy of process
(XX) served, () delivered to the Secretary of State of the
State of Texas on Nov. 28, 1978.

Yours truly,


Steven C. Oaks
Secretary of State

SC0:cc

CC: Mr. Jeffrey C. Anderson
126 Villita Street
San Antonio, Texas 78205

CITATION

THE STATE OF TEXAS

vs. REMINGTON ARMS COMPANY, INC.
101 W. 10th St., Wilmington, Delaware 19801
By serving the Secretary of the State of Texas

Defendant, in the hereinafter styled and numbered cause:

YOU ARE HEREBY COMMANDED to appear before the 112th District Court of Sutton County, Texas, to be held at the courthouse of said County in the City of Sonora Sutton County, Texas, by filing a written answer to the petition of plaintiff at or before 10 o'clock A.M. of the Monday next after the expiration of 20 days after the date of service hereof, a copy of which accompanies this citation, in cause number 2298, styled GREGG R. PARKER AND CAROL ANN PARKER, Plaintiff, vs. REMINGTON ARMS COMPANY, INC., ET AL, Defendant.

filed in said court on the 17th day of November, 1978.

F115-9

If this citation is not served within 90 days after date of its issuance, it shall be returned unexecuted.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, this the 17th day of November, 1978.



District Clerk of Sutton County, Texas

By _____ Deputy.

OFFICER'S RETURN

Came to hand on the _____ day of _____, 19____, at _____ o'clock _____ M.

*Executed at _____, within the County of _____ at _____ o'clock _____ M. on the _____ day of _____, 19____, by delivering to the within named _____

_____ in person, a true copy of this citation together with the accompanying copy of the petition, having first attached such copy of such petition to such copy of citation and indorsed on such copy of citation the date of delivery.

Not executed, the diligence used to execute being _____; for the following reason _____, the defendant may be found _____.

The distance actually traveled by me in serving such process was _____ miles, and my fees are as follows:

For serving this citation _____

For mileage _____

Total fees _____ \$

Sheriff Account No. _____

TO CERTIFY WHICH WITNESS MY HAND OFFICIALLY,

County, Texas

By _____ Deputy.

For Clerk Use

Taxed _____
Return recorded _____

Not applicable

RETURN TO COURT COPY

NO. 2298

GREGG R. PARKER AND CAROL ANN PARKER § IN THE DISTRICT COURT

VS. § 112th JUDICIAL DISTRICT

REMINGTON ARMS COMPANY, INC., § SUTTON COUNTY, TEXAS

LARRY L. ROBERTS, Applicant §

for the Estate of MELTON L. ROBERTS, DECEASED, D/B/A §

ROBERTS HARDWARE AND FALCON §

MARINE, INC., D/B/A FALCON §

MARINE, INC. OF ODESSA §

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COME Plaintiffs, GREGG R. PARKER and CAROL ANN PARKER, hereinafter referred to as Plaintiffs, complaining of Defendants, REMINGTON ARMS COMPANY, INC., LARRY L. ROBERTS, Applicant for the Estate of MELTON L. ROBERTS, DECEASED, D/B/A ROBERTS HARDWARE AND FALCON FALCON MARINE, INC., D/B/A FALCON MARINE, INC. OF ODESSA, and for cause of action, would show unto the Court as follows:

I.

Plaintiff, GREGG R. PARKER, is a resident/citizen of Waco, Texas. Plaintiff, CAROL ANN PARKER, is a resident/citizen of Sonora, Texas. Defendant, REMINGTON ARMS COMPANY, INC., is a Delaware Corporation doing business in the State of Texas, but without a registered agent for service of process. Pursuant to provisions of Article 2031a of the Texas Revised Civil Statutes, such Defendant may be served through the Secretary of the State of Texas through its registered agent for service in Delaware, REMINGTON ARMS COMPANY, INC., at 101 W. 10th St., Wilmington, Delaware 19801. Defendant, LARRY L. ROBERTS, Applicant for the Estate of MELTON L. ROBERTS, DECEASED, D/B/A ROBERTS HARDWARE, is a resident/citizen of Arlington, Texas, who may be served with process at 3009 Duff Drive, Arlington, Texas 76013. Defendant, FALCON MARINE, INC., D/B/A FALCON MARINE, INC. OF ODESSA, is a Texas corporation doing business in the State of Texas who may be served with process by serving its registered agent for service,

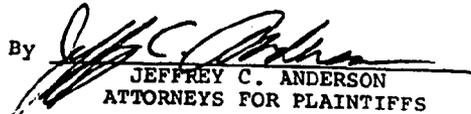
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Filed	<u>November 17 1978</u>
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GONN LEE TURNER, Clerk	
District Clerk, Sutton County, Texas	

[Signature]

at law and in equity, to which they may show themselves to be
justly entitled.

SOUTHERS, GOLDBERG & LYONS, INC.
126 Villita Street
San Antonio, Texas 78205

By 
JEFFREY C. ANDERSON
ATTORNEYS FOR PLAINTIFFS

jh

position, the rifle suddenly fired, discharging one round which went through the bedroom wall and into the bathroom area hitting both Plaintiffs and inflicting serious injuries to Plaintiffs as herein described below.

IV.

Plaintiffs would show that prior to November 21, 1976, Defendant, REMINGTON ARMS COMPANY, INC., manufactured and sold a product specifically a Remington 700 BDL Bolt Action 243, Serial No. 6399226, to ROBERTS HARDWARE and represented to MELTON ROBERTS, D/B/A ROBERTS HARDWARE, and to the consuming public that such product would safely do the job for which it was intended; however, said product was in fact unreasonably dangerous for its intended use and contained certain defects both in design and manufacturing which were a producing cause of the injuries and damages sustained by the Plaintiffs.

V.

As a result of the incident made the basis of this lawsuit, Plaintiffs were caused to sustain serious personal injuries. Plaintiffs have suffered physical pain and suffering and mental anguish in the past, and will, in reasonable probability, continue to suffer the same in the future. Plaintiffs have also incurred reasonable and necessary hospital, medical and doctor expenses in the past, and will, in reasonable probability, continue to incur the same in the future. Plaintiffs have also suffered physical impairment in the past, and will, in reasonable probability, continue to suffer the same in the future. As a result of the above described injuries, Plaintiffs have been damaged in a sum in excess of the jurisdictional limits of the Court.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that Defendants be duly cited to answer and appear herein, and that upon final hearing hereon, Plaintiffs have and recover judgment against Defendants, jointly and severally, in a sum in excess of the jurisdictional limits of the Court, that they have interest on the judgment at the legal rate, that they recover their costs of Court, and have such other and further relief, both general and special,

Joe Roper at 2714 W. Wall Street, Midland, Texas.

II.

At all times material hereto, Defendant, REMINGTON ARMS COMPANY, INC., was and is engaged in the business of designing, manufacturing and selling rifles, and specifically, a Remington 700 BDL, Bolt Action 243, Serial No. 6399226. Such product was intended by the Defendant, REMINGTON ARMS COMPANY, INC., to reach the ultimate consumer, and be used by said consumer in the condition in which it was originally sold.

Plaintiffs would further show that LARRY L. ROBERTS is the applicant for the Estate of MELTON ROBERTS, Deceased owner of Roberts Hardware. Roberts Hardware was the retail distributor of the Remington 700 BDL Rifle, Serial No. 6399226, and that some time prior to November 21, 1976, sold said rifle in the stream of commerce and is also liable under the doctrine of strict liability, as herein set out and all allegations against Defendant, REMINGTON ARMS COMPANY, INC., also apply against the Defendant, LARRY L. ROBERTS, Applicant for the Estate of MELTON L. ROBERTS, D/B/A ROBERTS HARDWARE.

In the alternative, Plaintiffs would also show that Defendant, FALCON MARINE, INC., is the successor in interest to the business known as ROBERTS HARDWARE, having purchased the same sometime subsequent to November 21, 1976, and as such assumed and purchased all assets and liabilities of ROBERTS HARDWARE, and that as such, is also liable under the doctrine of strict liability, as herein set out, and all allegations against the Defendant, REMINGTON ARMS COMPANY, INC., also apply against the Defendant, FALCON MARINE, INC.

III.

On or about November 21, 1976, Plaintiffs' brother, Craig Parker, while in his room located at Box 462, Sonora, Texas 76950, decided to clean and oil Plaintiffs' rifle, a Remington 700 BDL, Bolt Action 243, Serial No. 6399226. Said rifle was loaded at the time. Plaintiffs brother, Craig Parker, while holding said rifle in one hand, pushed the safety switch to the fire position in order to unload said weapon prior to cleaning. Upon pushing the safety switch to the fire