

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION**

TERI SEE and DARREL SEE,

No. 3:13-cv-01765-BR

Petitioners ,

vs.

**REMINGTON ARMS COMPANY,
LLC.,** A Delaware Limited Liability
Company, and **SPORTING GOODS
PROPERTIES, INC.,** A Delaware
Corporation

**PETITION FOR RELIEF FROM
JUDGMENT TO REMEDY FRAUD ON
THE COURT**

Defendants.

**EXHIBIT 22
VARIOUS SANCTIONS ORDERS**

RECEIVED MAR 27 1990

FILED
at 2:55 o'clock

MAR 23 1990

NO. 87C2042

DAVID T. CRAIG,
Plaintiff

VS.

REMINGTON ARMS CO., INC. and
DEBBIE JAMES
Defendants§
§
§
§
§
§
§IN THE 23RD JUDICIAL DISTRICT COURT OF BRAZORIA COUNTY, TEXAS
BY _____ DEPUT

DISTRICT COURT OF

BRAZORIA COUNTY, TEXAS

DEFAULT JUDGMENT

On this 21st day of March, 1990, after having entered an order striking the pleadings of Defendant, Remington Arms Co., Inc. as a sanction imposed upon said Defendant for discovery abuse and bad faith conduct engaged in by said Defendant and it's counsel, B. Lee Ware, the Court now enters a default judgment against Defendant, Remington Arms Co., Inc. and in favor of the Plaintiff David T. Craig and it is accordingly

ORDERED, ADJUDGED AND DECREED that:

1. The liability of Remington Arms Co., Inc. to David T. Craig for his injuries is hereby established and David T. Craig have judgment against Remington Arms Co., Inc. for such damages and exemplary damages as may be established at the trial of this cause;

2. The following facts are taken as established against Remington Arms Co., Inc.:

(a) The design of the Model 700 rifle in question is unreasonably dangerous as alleged by Plaintiff and is, therefore, defective;

(b) Remington was negligent in the design of the rifle Model 700 in question and in the other particulars as alleged by Plaintiff;

(c) The defective design and negligence of Remington were a producing and a proximate cause of David Craig's injuries; and

(d) Remington was grossly negligent in the design of the rifle in question and in the other acts of negligence as alleged by Plaintiff sufficient to support an award of exemplary damages.

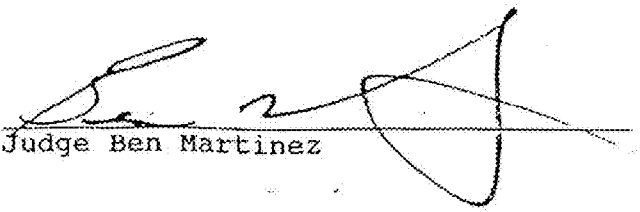
3. Remington Arms Co., Inc. shall not be allowed indemnity, contribution or any offset based upon the comparative responsibility of any other party or person with regard to the injuries sustained by David Craig.

4. Remington shall not be allowed to produce any evidence nor to support or oppose the issues established by paragraphs (1) and (2) of this order. The only issues that may be contested by Remington upon a trial of this matter are the amount of actual damages sustained by David Craig and the amount of exemplary damages that may be assessed against Remington;

5. All costs of court in this cause are taxed against the Defendant, Remington Arms Co., Inc.

6. This order shall be interlocutory in nature and shall be merged into a final judgment after the determination of the issues that remain to be decided which are the amount of actual damages sustained by Plaintiff and the amount of exemplary damages to be assessed against Defendant, Remington Arms Co., Inc.

SIGNED this 21st day of March, 1990.


Judge Ben Martinez

240
 FEB 09 1989 *261/266*
 FRANCIS BENNETT
 CLERK OF DISTRICT COURT
[Signature]

NO. 87C2042

DAVID T. CRAIG	§	IN THE DISTRICT COURT OF
	§	
VS.	§	BRAZORIA COUNTY, TEXAS
	§	
REMINGTON ARMS CO., INC. and	§	
DEBBIE JAMES	§	
	§	23RD JUDICIAL DISTRICT

SANCTIONS ORDER

On the 6th day of February, 1989, came on for hearing Plaintiff's motion for sanctions against Defendant Remington Arms Co., Inc. After careful consideration of the motion, the evidence presented by Plaintiff, the pleadings and exhibits on file, the prior course of discovery in this case, and the arguments and authorities provided by counsel, the Court is of the opinion that Plaintiff's motion is meritorious and should be GRANTED.

The Court finds that Remington has acted in bad faith and has abused the discovery process, in violation of Rule 215, by failing to produce documents that this Court ordered produced and that Remington's counsel agreed would be produced. Accordingly, the Court hereby orders the following:

- (1) Remington shall pay to Plaintiff's counsel Longley & Maxwell \$25,000.00 as a monetary sanction no later than 5:00 p.m., Monday, February 13, 1989.
- (2) Remington shall produce all documents ordered to be produced under previous orders of the Court and under agreements stated by Remington's counsel on the record. The deadline for compliance with this paragraph will be set by the Special Master.
- (3) Remington shall file a supplemental response to Plaintiff's first request for production of documents certifying under oath that all responsive documents have been produced in compliance with this Court's orders and the agreements of Remington's counsel. The

deadline for compliance with this paragraph will be set by the Special Master.

- (4) After Remington has complied with the preceding paragraphs (1), (2), and (3), Remington may review documents previously in the possession of Plaintiff's counsel that would be responsive to Plaintiff's request for production. This review shall be conducted on such terms as the parties may agree, or such terms as the Court or Special Master may impose.
- (5) Pursuant to Tex. R. Civ. P. 171, the Court appoints Bert Heubner as Special Master with all powers necessary to hear and make findings on any additional discovery issues that may arise. Fees and expenses for services that have been, or will be, performed by Mr. Heubner shall be promptly paid by Remington as an additional sanction.
- (6) The Court hereby imposes a discovery cut-off date of June 16, 1989, for completion of all additional discovery, if any, the parties may choose to undertake.
- (7) Any further abuse of the discovery process by Remington or any failure of Remington to comply with any order of the Court or any request by the Special Master, will result in an order striking Remington's pleadings and rendering a default judgment against Remington and the imposition of such other sanctions as the Court may find are justified.
- (8) This case is continued from its present trial setting of February 6, 1989, to a preferential setting on July 17, 1989. No vacation letter filed by any counsel will be allowed to avoid this preferential setting. Further, it is ORDERED that Joe K. Longley, Mark L. Kincaid, Joe K. Mitchell, Michael Phillips, Roy Brown, Richard Colquitt, Lee Ware, Don Jackson, and James W. Bradford, attorneys of record, shall not accept any assignment that could result in a conflict with this preferential setting. This is intended to be an order of protection against any conflict and is based upon representations by all counsel that no such conflicts presently exist.

IT IS SO ORDERED. SIGNED this 9 day of February, 1989.



HONORABLE NEIL CALDWELL,
DISTRICT JUDGE

THE STATE OF TEXAS)

COUNTY OF BRAZORIA)

I, FRANCES BENNETT, Clerk of the District Court within
and for Brazoria County, Texas, do hereby certify that the above and
foregoing is a true and correct copy of the _____

SANCTIONS ORDER SIGNED FEBRUARY 9, 1989

in Cause No. 87C2042 , styled DAVID T. CRAIG

vs. REMINGTON ARMS CO., INC. AND

DEBBIE JAMES as the same appears of record in _____

VOLUME 261, PAGE 266 et seq; , Minutes of the 23RD

Judicial District Court of Brazoria County, Texas.

Given under my hand and the seal of said Court on this
the 14TH day of SEPTEMBER , A. D. 19 89 .

FRANCES BENNETT,
Clerk, District Court,
Brazoria County, Texas

By *Bartholomew L. Zollett*
Deputy.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

NICHOLAS JOHN NIGRO,)	
)	
Plaintiff,)	No. G.D. 82-20776
v.)	
)	
REMINGTON ARMS COMPANY, INC.,)	
)	
Defendant,)	

ORDER OF COURT

AND NOW, this 21ST day of AUGUST, 1992,
it is hereby ordered, adjudged and decreed that Plaintiff's
Motion to Enforce Discovery Orders and for Sanctions is granted
and the Court orders as follows:

1. Although an appeal is pending of the Court's Order dated July 10, 1992, granting judgment NOV and a new trial, the Pennsylvania Rules of Appellate Procedure provide that the trial court retains authority to enforce any order entered in the matter and retains authority to proceed further in any manner in which a nonappealable interlocutory order has been entered. Pa. R.A.P. Rules 1701, 1701(b)(2), 1701(b)(6) and 1701(c).

2. Remington Arms Company, Inc., wilfully failed to comply with Plaintiff's requests for discovery and with discovery Orders dated June 6, 1986, and May 22, 1987, by failing to produce the New Bolt Action Rifle Group (NBAR) documents and the Firearms Product and Business Teams documents.

3. Remington Arms Company, Inc., wilfully failed to comply with the Court's Order dated July 10, 1992, by failure of Remington to provide discovery as ordered by the Court with reference to the sale of the Remington Model 700 rifle, its predecessors and successors to the United States Government.

4. Exhibit "E-1" to this Motion and the Orders and Opinions in Hartman v. Remington Arms Company, Inc. (90-4074-CV-C-5, U.S. Dis. Ct., W. Dist. Missouri, In Re: Remington Arms Company, Inc., 952 F.2d 1029 (Eighth Cir. 1991)) and Weigel v. Remington Arms Company, Inc. (No. 1986-2683 Cambria County, PA), establish the existence and discoverability of the NBAR documents and Firearms Product and Business Team documents to Model 700 litigation including this case.

5. Accordingly, the Court hereby orders the following sanctions against Remington Arms Company, Inc.:

(a) Pursuant to Rule 4019(c)(3) and Rule 4019(c)(5), it is hereby ordered that a Default Judgment on liability be and is entered against Remington Arms Company, Inc., for wilfull failure to comply with discovery requests and Orders, by the failure of Remington to produce the New Bolt Action Rifle Group (NBAR) documents and Firearms Product and Business Teams documents, and a trial is ordered limited to damages; and

(b) Pursuant to Rule 4019(c)(3) and Rule 4019(c)(5), it is hereby ordered that a default judgment on liability be and is entered against Remington Arms Company, Inc., for wilful failure to comply with the Court's Order dated July 10, 1992, by failure of Remington to provide discovery as ordered by the Court

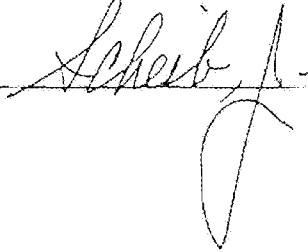
with reference to the sale of the Remington Model 700 rifle, its predecessors and successors to the United States Government, and a trial is ordered limited to damages.

6. It is hereby ordered that Remington Arms Company, Inc., answer all Interrogatories and Requests for Production of Documents, provide all information and produce all documents with reference to the New Bolt Action Rifle Group (NBAR), the Firearms Product and Business Teams and all other similar documents, including the index to the documents, within 10 days of the date of this Order. The discovery ordered herein shall be produced by Remington in Pittsburgh, Pennsylvania, at the offices of Plaintiff's attorneys, Kiger Messer & Alpern, 1404 Grant Building, Pittsburgh, Pennsylvania 15219. Thereafter, the Court will entertain an application by Plaintiff concerning whether or not additional sanctions should be entered against Defendant Remington pursuant to Rule 4019(c) for wilful failure to comply with discovery Orders.

7. In addition to the reasons set forth in the Court's Order and Opinion dated July 10, 1992, and in this Order, in the event that the Judgment Notwithstanding the Verdict or the Default Judgment, or both, previously granted by this Court, are not appropriate, in the alternative, Plaintiff is granted a new trial on all issues because Remington Arms Company, Inc., wilfully failed to comply with Plaintiff's requests for discovery and with discovery Orders dated June 6, 1986, and May 22, 1987, by failing to produce the New Bolt Action Rifle Group (NBAR)

documents, the Firearms Product and Business Teams documents and other similar such documents as requested by Plaintiff's discovery requests and Orders of Court.

By THE COURT

A handwritten signature, likely "Scheib, J.", is written over a horizontal line. The signature is in cursive and includes a large, stylized flourish that extends below the line.

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

No. 91597

BARBARA SEYFERTH, et al.,
Plaintiffs,
v.
JOSEF OFFENWANGER and
REMINGTON ARMS COMPANY, INC.,
Defendants.

No. 83 L 17606

62-151092

ORDER

THIS CAUSE COMING ON TO BE HEARD for trial, and for hearing on "Plaintiffs' Motion For Sanctions Against Defendant Remington," and "Defendant Josef Offenwanger's Motion To Join In Plaintiffs' Motion For Sanctions," due notice having been given and the Court having considered the written response filed by Remington, the extensive oral arguments of counsel, and the various exhibits submitted to the Court during oral argument:

THE COURT FINDS THAT Remington has unjustifiably and purposefully failed to comply with its obligations to produce relevant documents in response to document requests and that the plaintiffs and defendant/counterplaintiff Offenwanger have been substantially prejudiced by Remington's failure to comply with its obligations relating to discovery; the Court further incorporates by reference the additional findings of the Court as set forth in the transcript of the hearing on the motions, which transcript is attached hereto and incorporated herein by reference.

ACCORDINGLY, IT IS HEREBY ORDERED AS FOLLOWS: E3L1481695

1. That Plaintiff's Motion For Sanctions and Defendant Offenwanger's Motion For Sanctions are granted. d215

2. That the six Operations Committee minutes and their respective exhibits ("Documents") referred to in the Motions For Sanctions are admitted into evidence as business records of defendant Remington. d252

3. That defendant Remington may not attempt to explain or impeach any of the Documents or the statements set forth in the Documents. d224

4. That the Court will advise the jury with respect to the Documents as follows: d251

(a) that in 1984, plaintiffs and defendant Offenwanger requested Remington to produce documents pertaining to the design and redesign of the safety of the Model 700 rifle at issue in this lawsuit;

(b) that pursuant to the rules of court, defendant Remington was obligated to produce promptly the documents in question to the plaintiff Seyferth and defendant Offenwanger, said Documents being described in these proceedings as Plaintiffs' Exhibits Nos. 35, 37, 38, 39, 42 and 43;

(c) that Remington unjustifiably failed to produce for and withheld the Documents from plaintiff and defendant Offenwanger;

(d) that Remington only produced the Documents to plaintiff and defendant Offenwanger after plaintiff and defendant Offenwanger had, through their independent

investigation, determined that the Documents existed;

(e) that Remington produced these Documents for plaintiff and defendant Offenwanger approximately one week prior to the date on which this case was scheduled for trial; and

(f) that the Court has admitted the Documents into evidence as business records of the Remington Arms Company and has prohibited Remington from attempting to explain or impeach these Documents or the statements set forth in these Documents.

5. The Court will consider petitions from the plaintiff and defendant Offenwanger for the imposition of economic sanctions against Remington in order to compensate plaintiffs and defendant Offenwanger for the attorneys' time and expenses devoted to obtaining the Remington Documents at issue and presenting the Motions For Sanctions. Remington will be afforded a reasonable opportunity to submit a written response to any petitions which may be submitted by plaintiff or defendant Offenwanger. 4238

DATED: _____

ENTERED: _____


Judge

JOYCE AND KUBASIAK, P.C.
Three First National Plaza
Chicago, IL 60602
(312) 641-2600
I.D. No. 20135

JAMES E. DAHL & ASSOCIATES
175 North Franklin Street
Chicago, IL 60606
(312) 641-3245
(Attorney No. 91597)

JUDGE FRANK O. CALLAHAN

DEC 14 1989

AUGUSTA P. KOSCHKE
CLERK OF CIRCUIT COURT