

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
BUTTE DIVISION

FILED 410

1996 MAR 19 PM 3 24

LOUIS ALEKSICH, RAINELLE ALEKSICH,
and LOUIS ALEKSICH, guardian ad
litem for BRENT ALEKSICH, a minor,

LOUIS ALEKSICH, JR. CLERK
Erin Lyndy Berrick

Plaintiffs,

vs.

CAUSE NO. CV-91-5-BU-PGH

REMINGTON ARMS CO. and E.I. DUPONT
DE NEMOURS AND COMPANY,

~~FILED~~

ORIGINAL

Defendants.

*Unsealed per
Order
436*

TRANSCRIPT OF PROCEEDINGS

Taken at:
COURTROOM
FEDERAL BUILDING
BUTTE, MONTANA
MARCH 28, 1995

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APPEARANCES

FOR THE PLAINTIFFS:

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1 And counsel, would somebody make a record, please.

2 MR. CARLSON: Yes, your Honor. It's my -- Excuse
3 me a second.

4 It's my understanding that this matter has been
5 completely settled for the amount of [REDACTED] And the
6 terms and conditions of the settlement are going to be
7 strictly confidential. The settlement also included a
8 withdrawal of the sanction motions that were filed by
9 plaintiffs. And if that requires court order, it's our
10 understanding that the Court is willing to grant that
11 motion.

12 And we would also request that all of the record
13 that's been taken by the court reporter over the last
14 couple of days, including the record right now, be not
15 transcribed and be sealed, so that the terms and
16 conditions of the settlement are strictly confidential.

17 And we will put together a settlement proposal that's
18 fairly standard and we would like the Court to sign off on
19 the confidentiality portion of that settlement agreement.
20 We will not be filing a release with the Court.

21 That's my understanding of the situation.

22 MR. MILLER: Your Honor, that is our
23 understanding of the situation, too. I wanted to ask one
24 question. Confidentiality had not been discussed before
25 now. We did talk over with our clients in anticipation of

1 this, and they are agreeable to confidentiality, so that's
2 not a problem. I just want to understand, as I understand
3 the terms of this settlement, what you're asking to be
4 confidential is the amount?

5 MR. CARLSON: The amount and the conditions and
6 the discussions that we've had with respect to sanctions
7 and all that.

8 MR. MILLER: Yes, I understand the sanctions
9 would be included.

10 MR. CARLSON: The fact that -- of the case
11 settling, your Honor, can never be confidential, because
12 everyone knows that it's settled.

13 MR. MILLER: That's satisfactory to us, your
14 Honor.

15 THE COURT: Very well.

16 MR. MILLER: The rest also.

17 MR. LYNCH: And you agreed to the withdrawal of
18 your motion for sanctions?

19 MR. MILLER: Yes, formally, based on his
20 representation.

21 THE COURT: Do you believe we need any kind of a
22 formal order? If we do, if you would make your withdrawal
23 so there is a place for me to sign, I would be glad to.

24 MR. MILLER: I'll file a document with the Court
25 withdrawing the motion and place it for the Court's

1 signature.

2 MR. CARLSON: Just to explain, your Honor, what
3 we do not want to have happen in another case somewhere
4 else, a discussion about what a court in Montana was going
5 to do about a specific issue. I mean, we want -- the
6 whole nine yards needs to be confidential. That's our
7 understanding.

8 THE COURT: Mr. Miller.

9 MR. MILLER: And so, that's why I wanted to raise
10 this, because I wanted to know the parameters now, but in
11 terms, the amount will not be discussed, the discussion
12 we've had here, sanctions will not be discussed. And the
13 comments of this Court will not be discussed in another
14 case involving these same issues. And I agree to that. I
15 think that's--

16 MR. CARLSON: Then the language is contained in
17 the settlement document itself.

18 MR. MILLER: The language contained in the
19 settlement document. And we're agreeable to all those
20 provisions.

21 THE COURT: We'll be just like the Ninth Circuit,
22 anything that is important they just don't require written
23 or a ruling so nobody knows. We're getting to be the jury
24 around here. Especially if the verdict is worth over a
25 million, they usually just reverse them without comment.

1 All right. I want to thank you for your cooperation.
2 During the lunch hour, I did watch some of the tapes with
3 Mr. Brown and with Mr. Martin, at least the first part.
4 Anyway, the fact that the injured person gets some money I
5 think is important here, because this kid -- We've seen
6 him here in court. And I guess he's just within an inch
7 of graduating from electrical engineering and he's doing
8 very, very well. He's on the top end of his class.

9 MR. MILLER: He's a good kid.

10 THE COURT: He's a good kid. So I think that's
11 important. So thank you all very, very much.

12 MR. MILLER: Thank you, your Honor.

13 THE COURT: See you next time.

14 (Whereupon, the foregoing proceedings were concluded.)
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