

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

TREVOR WILLIAMS,)
)
Plaintiff,)
)
v.) No. 3-05CV1383-D
)
REMINGTON ARMS COMPANY, INC.,)
)
Defendant.)

**DEFENDANT'S RESPONSES TO PLAINTIFF'S MARCH 1, 2007
SECOND REQUEST FOR ADMISSIONS AND RELATED
INTERROGATORIES AND REQUESTS FOR PRODUCTION**

Defendant, REMINGTON ARMS COMPANY, INC. ("Remington"), by its undersigned attorneys and pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure, responds to Plaintiff's Second Request for Admissions and Related Interrogatories and Requests for Production as follows:

GENERAL OBJECTIONS

Remington objects to the general scope of plaintiff's requests on the grounds they are duplicative, argumentative, and imprecise. Without waiving and subject to these general objections, Remington responds to plaintiff's specific requests as follows:

REQUEST FOR ADMISSION NO. 1: Admit that Remington has not received any notification or claim of fire on bolt closure for any firearm containing the X-Mark Pro trigger assembly.

RESPONSE: Remington objects to this request on grounds that it is non-specific and undefined. Without waiving and subject to these objections, Remington admits that as of the date of this response, it has not received any reports from customers of fire on bolt closure in firearms equipped with the X-Mark Pro Trigger.



REQUEST FOR ADMISSION NO. 2: Admit one of the goals of the mid-1990's redesign efforts related to the Model 700 fire control was to add design characteristics that enhance the safety attributes of Remington firearms. *See Fire Control Business Contract, attached.*

RESPONSE: Remington objects to the term "the mid-1990's redesign efforts related to the Model 700 fire control" as being vague, ambiguous and overly broad. Remington further objects to this request because (a) it does not provide the full context of the referenced document, and (b) goes beyond the scope of the document. Without waiving and subject to these objections, Remington admits that one of the stated business objectives of the Fire Control Business Contract was to add design characteristics that enhance the safety attributes of Remington firearms.

REQUEST FOR ADMISSION NO. 3: Admit that one of the goals of the mid-1990's redesign efforts related to the Model 700 fire control was to provide additional safeguards against inadvertent or negligent discharges. *See Fire Control Business Contract, attached.*

RESPONSE: Remington objects to the term "the mid-1990's redesign efforts related to the Model 700 fire control" as being vague, ambiguous and overly broad. Remington further objects to this request because (a) it does not provide the full context of the referenced document, and (b) goes beyond the scope of the document. Without waiving and subject to these objections, Remington admits that one of the stated goals of the Fire Control Business Contract was to provide additional safeguards against inadvertent or negligent discharges.

REQUEST FOR ADMISSION NO. 4: Admit that Remington's mid-1990's redesign efforts, as originally contemplated in the draft meeting minutes dated December 13, 1994, required that any new fire control must cost equal to or less than the existing fully tested assembly. *See Meeting Minutes, attached.*

RESPONSE: Remington objects to the term "Remington's mid-1990's redesign efforts" as being vague, ambiguous, and overly broad. Remington further objects to this request because (a) it does not provide the full context of the referenced document, and (b) goes beyond the scope of the document. Without waiving and subject to these objections, Remington admits that in said draft minutes of the planning meeting for Design Requirements of Fire Control, it was stated that the fire control "must cost equal to or less than the existing fully tested assembly."

REQUEST FOR ADMISSION NO. 5: Admit that Remington's mid-1990's redesign efforts regarding the Model 700 fire control, as described in the January 4, 1995 meeting minutes, required that any new design result in cost reduction. *See Meeting Minutes, attached.*

RESPONSE: Remington objects to the term "Remington's mid-1990's redesign efforts" as being vague, ambiguous, and overly broad. Remington further objects to this request because (a) it does not provide the full context of the referenced document, and (b) goes beyond the scope of the document. Without waiving and subject to these objections, Remington admits that in said

draft minutes of the planning meeting for Design Requirements of Fire Control, it was stated that the fire control "must result in cost reductions."

REQUEST FOR ADMISSION NO. 6: For the mid-1990's redesign efforts, admit that by requiring that any proposed fire control design result in cost reductions, Remington elevated its profit motive over its stated motivation to provide a safer fire control.

RESPONSE: Remington objects to this request on grounds it is vague, ambiguous, argumentative, and assumes the existence of incorrect facts. Remington further objects to the term "the mid-1990's redesign efforts" as vague, ambiguous, and overly broad. Without waiving and subject to these objections, denied.

INTERROGATORY NO. 1: If you denied, in whole or in part, any of the foregoing requests for admission, then for each such request for admission state and identify the following:

- (a) The complete factual basis for the denial;
- (b) The name and address of each person with knowledge of the factual basis for the denial; and
- (c) Each document, record, and tangible thing which supports or provides a factual basis for the denial.

RESPONSE: Remington objects to this interrogatory on the same grounds specified in the objections to the requests for admission, and on the grounds that plaintiff has exceeded the permissible number of interrogatories permitted under the rules.

INTERROGATORY NO. 2: If you did not admit or deny, in whole or in part, any of the foregoing requests for admission, then for each such request for admission state and identify the following:

- (a) The reason(s) why the plaintiff [defendant] is unable to admit or deny the request for admission or any part thereof;
- (b) The name and address of each person with knowledge of the facts referenced in the request for admission; and
- (c) Each document, record, and tangible thing which relates or concerns the facts referenced in the request for admission.

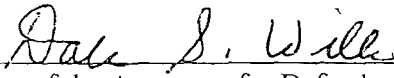
RESPONSE: See objections to Interrogatory No. 1.

REQUEST FOR PRODUCTION NO. 1: Produce all documents, records, and tangible things identified in plaintiff's answer to Interrogatory No. 1(c) hereof.

RESPONSE: Does not apply. See objections to Interrogatory No. 1.

REQUEST FOR PRODUCTION NO. 2: Produce all documents, records, and tangible things identified in plaintiff's answer to Interrogatory No. 2(c) hereof.

RESPONSE: Does not apply. See objections to Interrogatory No. 2.



One of the Attorneys for Defendant,
REMINGTON ARMS COMPANY, INC.

Randal Mathis, SBN 13194300
MATHIS & DONHEISER, P.C.
4600 Trammell Crow Center
2001 Ross Avenue
Dallas, Texas 75201
(214) 303-1919
(214) 303-0399 FAX
rmathis@mathisdonheiser.com

Dale G. Wills
SWANSON, MARTIN & BELL, LLP
One IBM Plaza, Suite 3300
330 North Wabash Avenue
Chicago, Illinois 60611
(312) 923-8266
(312) 321-0990 (fax)
dwills@smbtrials.com

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

LINDA L. QUINN, being first duly sworn on oath, deposes and states that on April 10, 2007, she mailed a copy of the foregoing Responses to Plaintiff's Second Request for Admissions and Related Interrogatories and Requests for Production to:

Mr. Jeffrey W. Hightower, Jr.
Barber Hightower, LLP
9400 N. Central Expressway
Suite 1207
Dallas, Texas 75231

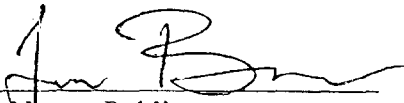
and

Mr. Timothy Monsees
Monsees, Miller, Mayer, Presley & Amick, P.C.
4717 Grand Avenue, Suite 820
Kansas City, Missouri 64112

Linda L. Quinn

Subscribed and Sworn to before me

this 10th day of April, 2007.


Notary Public

