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UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT TACOMA

THOMAS DEAN HULL, JR.,

Plaintiff,

v.

REMINGTON ARMS COMPANY, INC.,

Defendant.

NO. 3:10-cv-05010 RBL

PLAINTIFF'S FIRST AMENDED
COMPLAINT

COMES NOW Plaintiff, Thomas Hull ("Plaintiff"), complaining of Remington Arms Company, Inc. ("Remington") Defendant, and files this First Amended Complaint, and for his cause of action would show the Court and the jury the following:

I.

JURISDICTION AND VENUE

1. The jurisdiction of this Court attaches under the provisions of 28 U.S.C. §1332, in that the amount in controversy exceeds, exclusive of interest and costs, the sum of \$75,000, and the parties are citizens of different states.

1 rifle including the action, fire control system, and safety (hereinafter "rifle"), knowing and
2 expecting that the rifle would be used by consumers and around members of the general
3 public.

4 7. The Remington Model 700 bolt action rifle contains a dangerously defective
5 "Walker" fire control system that may (and often does) fire without a trigger pull upon
6 release of the safety, movement of the bolt, or when jarred or bumped.

7 8. Remington has designed a new trigger mechanism that is safe (and that
8 represents a safer alternative design), installing the new design in almost all of its bolt-
9 action rifles.

10 9. Plaintiff brings this action to recover damages from Defendant arising from
11 Plaintiff's personal injuries caused by this incident. Plaintiff's damages include past and
12 future medical expenses from his injuries, mental and physical pain and suffering, loss of
13 earnings, and other general and special damages in an amount to be determined by the jury
14 at the trial of this action.

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16 IV.

17 COUNT I: PRODUCT LIABILITY UNDER RCW 7.72

18 10. Defendant is liable to Plaintiff under RCW 7.72, *et seq.*, for selling a
19 Remington Model 700 bolt action rifle through a dealer because it was not reasonably safe
20 as designed and manufactured and not reasonably safe because adequate warnings were
21 not provided. The Remington Model 700 purchased was not merchantable and was not
22 reasonably suited to the use intended at the time of its manufacture or sale. Plaintiff and
23 the public reasonably expected that the Remington Model 700 purchased would not fire
24 unless the trigger was activated. Remington is strictly liable for manufacturing and selling
25 (placing into the stream of commerce) the Remington Model 700 bolt action rifle with a
26

1 defective trigger that was the proximate cause of these personal injuries sustained by
2 Plaintiff.

3 11. The Remington Model 700 bolt-action rifle was in a defective and dangerous
4 condition because Remington had actual or constructive knowledge that the rifle was
5 dangerous to users, specifically, that the rifle has a propensity to unexpectedly discharge
6 without pulling the trigger, and Remington failed to warn of the rifle's danger. Further,
7 requiring that the safety be moved to the "fire" position for unloading also creates a
8 defective and dangerous condition. The risk was known or, at a minimum, reasonably
9 foreseeable by the Defendant.

10 12. Plaintiff nor his hunting partner had knowledge of this defective condition and
11 had no reason to suspect the rifle was unreasonably dangerous prior to the inadvertent
12 discharge. Remington's communication to wholesalers about this problem – and offer to
13 wholesalers to remove the boltlock – was inadequate.

14 13. Remington's breach of its continuing duty to warn, under RCW 7.72, of the
15 700 rifle's propensity to unexpectedly discharge without pulling the trigger was a direct and
16 proximate cause of Plaintiff's injuries, and Plaintiff is entitled to recover the damages from
17 Remington.
18

19 V.

20 DAMAGES AND JURY DEMAND

21 14. As a result of Defendant's acts and/or omissions, Plaintiff has experienced
22 medical expenses, past and future, physical pain and suffering in the past and in all
23 reasonable probability will sustain physical pain and suffering in the future.

24 15. Plaintiff has suffered mental anguish in the past and in all reasonable
25 probability will sustain mental anguish in the future.
26

CERTIFICATE OF SERVICE

I, Dawn Anderson, declare that I am employed by the law firm of Pepple Johnson Cantu & Schmidt PLLC, 1501 Western Avenue, Suite 600, Seattle, King County, Washington; that I am over 18 years of age and not a party to this action.

I hereby certify that on this date I electronically filed the foregoing document with the Clerk of Court using the CM/ECF system, and served same on the following attorneys of record in the above-referenced action by the method indicated below:

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1 Dated this 17 day of February, 2010.

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4 Dawn Anderson

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