IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

GEORGE MONTES,	§	
	§	
Plaintiff,	§	**Civil Action No. _____**
	§	**JURY TRIAL**
v.	§	
	§	
REMINGTON ARMS COMPANY, INC.,	§	
	§	
Defendant.	§	

PLAINTIFF'S ORIGINAL COMPLAINT

COMES NOW Plaintiff, George Montes, complaining of Remington Arms Company, Inc. ("Remington") Defendant, and files this, his Original 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.

2. Federal court jurisdiction is based on diversity of citizenship, and venue is proper according to 28 U.S.C. §1391 (a) and (c) in a federal forum located in an area where a defendant is deemed to reside and subject to personal jurisdiction based on the defendant's contacts with the forum. Remington has continuous and systematic contacts with the Eastern District of Texas, Marshall Division and throughout the United States.

3. The Eastern District of Texas, Marshall Division, has jurisdiction in this case on

grounds of diversity of citizenship, and the Eastern District of Texas is also a proper venue under 28 U.S.C. §1391(a) and (c). In this cause, there is only one Defendant, Remington, so all defendants reside in the same state. 28 U.S.C. §1391(a)(1). Further, for purposes of the federal venue statute, Remington is deemed to reside in any judicial district in which it is subject to personal jurisdiction at the time the action is commenced. 28 U.S.C. §1391(c). Remington currently sells its firearms products throughout the Eastern District of Texas, Marshall Division. Thus, Remington's contacts with the Eastern District of Texas are continuous and systematic. Venue is proper in the Eastern District of Texas, Marshall Division.

II.

PARTIES

4. Plaintiff George Montes is a citizen of the State of New Mexico.

5. Defendant Remington Arms Company, Inc. is a corporation foreign to the State of Texas being organized and incorporated under the laws of the State of Delaware and having its principal place of business in North Carolina. At all times relevant to this action, Remington was doing business in the State of Texas by selling, manufacturing and distributing rifles through its distributors and sales force. Remington will be asked to waive service under Federal Rule of Civil Procedure 4.

III.

FACTUAL BACKGROUND

6. On March 22, 2009, at approximately 10:45 p.m., Plaintiff was attempting to unload a Model 700 rifle (Model 700 PSS; Serial # C6747095; Manufactured in 1993 Purchased in April 1993). When Mr. Montes lifted the bolt or otherwise tried to unload the weapon, and without pulling the trigger, the rifle fired, blowing the bolt back and injuring Mr. Montes eye.

7. Remington is now engaged in the business of designing, manufacturing, assembling, distributing and selling firearms, and in this regard did design, manufacture, distribute, sell, and place into the stream of commerce the Remington Model 700 bolt action rifle including the action, fire control system, and safety (hereinafter "rifle"), knowing and expecting that the rifle would be used by consumers and around members of the general public.

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

9. Remington continues to utilize the "Walker" fire control design and manufactures, distributes and sells its product lines, including the Remington Model 700 bolt-action rifle. Remington has designed a new trigger mechanism that is safe (and that represents a safer alternative design), but it only installs the new mechanism into some of its rifles.

10. Plaintiff brings this action to recover damages from Defendant arising from George Montes's personal injuries caused by this incident. Plaintiff's damages include mental and physical pain and suffering, loss of earnings, and other general and special damages in an amount to be determined by the jury at the trial of this action.

IV.

COUNT I: STRICT LIABILITY

11. Defendant is strictly liable to Plaintiff for selling a Remington Model 700 bolt action rifle through a dealer because it was not merchantable and reasonably suited to the use intended at the time of its manufacture or sale. Plaintiff reasonably expected that the Remington Model 700 purchased would not fire unless the trigger was engaged. Remington is strictly liable for manufacturing and selling (placing into the stream of commerce) the Remington Model 700

bolt action rifle with a defective trigger that was the proximate cause of these personal injuries sustained by Plaintiff.

12. The Remington Model 700 bolt-action rifle was in a defective and dangerous condition because Remington had actual or constructive knowledge that the rifle was dangerous to users, specifically, that the rifle has a propensity to unexpectedly discharge without pulling the trigger, and Remington failed to warn of the rifle's danger. The risk was known or, at a minimum, reasonably foreseeable by the Defendant.

13. Plaintiff had no knowledge of this defective condition and had no reason to suspect the rifle was unreasonably dangerous prior to the inadvertent discharge.

14. Remington's failure to warn of the 700 rifle's propensity to unexpectedly discharge without pulling the trigger was a direct and proximate cause of Plaintiff's injuries, and Plaintiff is entitled to recover the damages from Remington.

V.

COUNT II: NEGLIGENCE

15. Defendant was negligent in the design, manufacture and marketing of the Model 700 rifle. Defendant acted unreasonably in selecting the design of the Model 700 rifle, specifically the trigger mechanism, given the probability and seriousness of the risk posed by the design, the usefulness of the rifle in such a condition, and the burden on Defendant to take necessary steps to eliminate the risk. Defendant knew, or in the exercise of ordinary care should have known, that the Remington Model 700 rifle was defective and unreasonably dangerous to those persons likely to use the product for the purpose and in the manner it was intended to be used, and for foreseeable misuses of the rifle. Defendant's negligence was a proximate cause of the occurrence in question and of Plaintiff's damages.

16. Defendant knew, or in the exercise of ordinary care should have known, of the means of equipping the rifle with an adequate fire control system, thereby preventing injury to George Montes. Defendant had actual knowledge of the means of designing such a product, which would not fail in one or more of these ways. Notwithstanding this knowledge, Defendant failed to equip the product in question with an adequate fire control system to prevent the injuries to George Montes.

17. Defendant had actual or constructive knowledge of the problems with its Model 700 rifle at the time it was sold, in particular the rifle's propensity to unexpectedly discharge without pulling the trigger, such that the danger was known or, at a minimum, was reasonably foreseeable, but failed to notify or warn Plaintiff of the rifle's dangerous condition.

18. Defendant owed Plaintiff the duty of reasonable care when it designed, manufactured, and marketed the product in question. Defendant violated its duties and was negligent as set forth above.

19. Each of the above-mentioned acts or omissions was a proximate cause of the injuries and damages to Plaintiff.

VI.

COUNT III: FAILURE TO WARN

20. Both before and after selling a new Remington Model 700 rifle, Defendant knew, or in the exercise of ordinary care should have known, of problems with its Model 700 rifle and its other rifles, but failed to notify or warn Plaintiff or the purchaser of the rifle prior to or after the purchase of the rifle.

21. Specifically, Defendant knew, or in the exercise of ordinary care should have known, of the Remington Model 700 rifle's propensity to unexpectedly discharge without

pulling the trigger, yet Defendant failed to notify or warn the purchaser or the Plaintiff either before or following the purchase of the new rifle.

22. Defendant failed to use reasonable care in the design, and/or had knowledge of a defect in the design, of the Remington Model 700 rifle, and owed a duty to Plaintiff and the general public to adequately warn of the defect prior to the sale of the product and thereafter. Failure to warn Plaintiff of the risks associated with the Model 710 rifle constitutes a breach of Defendant's duties to Plaintiff and the general public to provide adequate warnings, both before and after the sale of the defective product, of the dangerous conditions of the product.

23. As a direct and proximate result of Defendant's failure to warn Plaintiff of the risks associated with the Remington Model 700 rifle, Plaintiff has been seriously injured and is entitled to damages.

VII.

COUNT IV: EXEMPLARY OR PUNITIVE DAMAGES

24. Defendant Remington's actions, when viewed objectively from the standpoint of the actor at the time of the occurrence involved an extreme degree of risk, considering the probability and magnitude of the potential harm to Remington's consumers and the general public, including Plaintiff. Remington had (and has) actual, subjective awareness of the risk involved in utilizing a fire control mechanism for the 700 rifle but nevertheless proceeded with conscious indifference to the rights, safety, and welfare of others. Remington's actions clearly reflect willful misconduct, malice, fraud, wantonness, oppression, or an entire want of care that raises a presumption of conscious indifference to consequences. Exemplary damages should be assessed against Remington pursuant to Texas law to punish and penalize the Defendant, and to deter it and others from disregarding the rights, safety and welfare of the general public.

25. Despite a defect that has been known to Remington for sixty years—a defect resulting in over 4,000 documented complaints of unintended discharge, many jury verdicts finding that the design is defective (including at least 2 findings of gross negligence), and more than $20 million in settlements paid to injured consumers since 1993—millions of unsuspecting users hunt today with a rifle that will fire absent a trigger pull.

26. Remington redesigned its fire control mechanism, but perceived financial strain prevents Remington from recalling millions of rifles it knows are defective. This "profits over people" or "profits over safety" mentality is exactly the conduct that exemplary damages are designed to prevent.

27. Over 100 injured individuals have sued or made claims against Remington over the same defective design, and several juries, including at least two federal court juries, have found Remington's fire control to be defective.

28. As early as January 25, 1990, an internal Remington memo reveals: "The number of Model 700 rifles being returned to the factory because of alleged accidental firing malfunctions is constantly increasing. 170 were returned to Product Service for examination in 1989 with various accidental firing complaints. To date this year, 29 have been returned." Ignoring thousands of customer complaints, however, Remington refuses to recall its rifles or warn its customers.

29. Remington's defective trigger mechanism uses an internal component called a "connector"—a design component not used by any other rifle manufacturer. The connector floats on top of the trigger body inside of the gun, but is not physically bound to the trigger in any way other than spring tension. The connector cannot be seen or controlled by the gun handler. When the trigger is pulled, the connector is pushed forward by the trigger, allowing the sear to fall and

the rifle to fire.

30. The proper position of the connector under the sear requires an overlap—or "engagement"—of only approximately 25/1000ths of an inch (half the width of a dime or eight human hairs). But because the connector is not bound to the trigger, during the recoil action after each firing of the rifle, the connector separates from the trigger body several times and creates a gap between the two parts. This separation is recorded in Remington's own high-speed video footage of the fire control during discharge. Any dirt, debris or manufacturing scrap can then become lodged in the space created between the connector and the trigger, preventing the connector from returning to its original position.

31. Remington's own experts have admitted the existence of this dangerous condition:

> Q. From a performance standpoint, the trigger connector, by the time the Model 710 was introduced, did nothing to truly enhance performance.
>
> A. I think that's true.
>
> Q. Are there any circumstances, in your judgment or experience, depending upon, you know, again, what other factors may be at play, where the trigger connector does increase the risks or the safety concerns with use of the Walker fire-control system?
>
> A. It theoretically adds one more point at which you could put in debris and prevent the connector from returning underneath the sear, and that is between the trigger and the connector.
>
> Q. Let me see if I understand what you just said. On a theoretical level, the trigger connector does present a moving part that under certain circumstances could result in debris getting between the trigger connector and the trigger body, correct?
>
> A. Right.

Deposition of Remington liability expert Seth Bredbury, *Williams v. Remington*.

32. When enough displacement occurs, the connector will no longer support the sear

(either no engagement is present, or insufficient engagement is present) and the rifle will fire without the trigger being pulled. This can occur in a variety of ways including when the safety is released, when the bolt is closed, or when the bolt is opened. These unintended discharges occur so frequently that Remington actually created acronyms for internal use (Fire on Safe Release—"FSR"; Fire on Bolt Closure—"FBC"; Fire on Bolt Opening—"FBO"; and Jar Off—"JO"). The various manifestations notwithstanding, all of the unintended discharges result from the same defective condition—the susceptibility of the connector to be displaced from its proper position. Even one of the designers believes housing of the fire control parts is incorrectly designed.

33. When questioned about this susceptibility shown in Remington's own high-speed video footage, Remington engineer Michael Keeney offered the following:

> Q. In those frames, does the connector appear to be separated from the trigger body?
>
> A. Yes.
>
> Q. And if debris is inside the housing, that would provide an opportunity for debris to come between the connector and the trigger body; correct?
>
> A. That is correct.

Deposition of Remington engineer Michael Keeney, *Williams v. Remington*.

34. Derek Watkins, another Remington engineer, explained that this defect could lead to a dangerous situation:

> Q. If the trigger doesn't return for whatever reason to full engagement. . . , that is not safe; would you agree with me? Because the gun is now more susceptible --
>
> A. It is more—it is more sensitive, yes; it is more sensitive.
>
> Q. It is more sensitive to forces that would jar the rifle in such a way for that engagement, basically, for the trigger no longer to be underneath the sear and the gun to discharge?

A. Yes.

Deposition of former Remington engineer Derek Watkins, *Williams v. Remington*.

35. James Ronkainen, another Remington engineer, also admits that failure of the connector to properly engage leads to a dangerous condition:

Q. One common factor in a fire on safe-release and a theoretical firing on bolt-closure is that the connector is not in its appropriate condition — position; correct?

A. Yes. It is unable to support the sear.

Deposition of Remington engineer James Ronkainen, *Williams v. Remington*.

36. This dangerous condition caused Remington to embark on redesign efforts many times in the 1980's and 1990's. The goal of these efforts was to eliminate the defect:

Q. The goal while you were there was to — is to achieve a design that did not result in a fire on safety-release; is that correct?

A. The design was to eliminate any type of-- any type of debris or any type of firing from that standpoint. Fire on bolt-closure, yeah, we did-- we definitely did not want that to happen.

Deposition of former Remington engineer Derek Watkins, *Williams v. Remington*.

37. When Remington again contemplated a recall of the Model 700 rifle (and similar firearms) in the mid-nineties, Kenneth D. Green, Manager of Technical & Consumer Services, drafted a forthright warning letter to owners of Remington rifles, which included the following language (emphasis in original):

> "<u>This safety notice is being sent to be sure you understand that if your Model 700, Model Seven or Model 40X rifle is loaded, the gun may accidentally fire when you move the safety from the "safe" position to the "fire" position, or when you close the bolt.</u>"

38. Mr. Green sent the draft warning to Remington's Bob Lyman for approval. Mr. Lyman did not approve the draft. Instead, he wrote in the margin to the left of the above

language, "Needs to be rewritten; too strong." Mr. Lyman, likely speculating that the language would hurt sales or confirm Remington's knowledge of the defect, ensured that Remington's customers never received the warning.

39. Remington's defective fire control also could have been redesigned to eliminate the harm or danger very inexpensively. Several companies sell connector-less replacement triggers for the Model 700. There is no valid engineering reason why the successfully utilized connector-less designs could not have been used by Remington in its Model 700.

40. Remington has recently removed the connector for some of its Model 700 rifles with a newly designed trigger mechanism, the X-Mark Pro. That design was completed in 2002. Even Remington's President and CEO, Thomas L. Millner, agreed in his 2007 deposition that the X-Mark Pro is a safer design (Question: "Did [Remington] make a safer fire control with the X-Mark Pro?" Answer: "Yes, I believe so.").

41. Not only did Mr. Millner admit that the design is safer, he admits that the new design prevents the rifle from firing upon release of the safety (Question: "And this new design precludes [fire on safety release] from occurring, true?" Answer: "True."). Finally, he admits that the old design—the design placed into Mr. Montes's rifle even after Remington had the new design—does not have safety features precluding fire on safety release (Question: "And that's the fire control that does not have the safety features that preclude the fire on safe release, true?" Answer: "That's correct."). But Remington still has not taken action to include the new fire control in all of its bolt-action rifles or even warn the public regarding a known safety issue. Remington still widely uses the old fire control today, knowing that it is subjecting users to the gravest of dangers.

42. Jury verdicts and appellate court opinions provide a succinct account of

Remington's long-standing knowledge of its defective fire control. In *Lewy v. Remington*, the Eighth Circuit upheld a finding of punitive damages against Remington in 1985:

> We hold that there was sufficient evidence from which the jury could find that Remington knew the M700 was dangerous. The following evidence was before the jury: complaints from customers and gunsmiths that the Model 700 would fire upon release of safety, some of these complaints dating back as far as the early 1970s (footnote text in opinion omitted); Remington's own internal documents show that complaints were received more than two years before the Lewy rifle was produced; Remington created a Product Safety Subcommittee to evaluate M700 complaints and on two occasions decided against recalling the M700; and Remington responded to every customer complaint with a form letter that stated that they were unable to duplicate the problem, that the customer must have inadvertently pulled the trigger and that Remington could not assume liability for the discharge.
>
> We believe that in viewing this evidence, and permissible inferences, in the light most favorable to the Lewys a jury could reasonably conclude that Remington was acting with conscious disregard for the safety of others. Remington maintains that their actions in investigating and responding to customer complaints and in creating the Product Safety Subcommittee to study the customer complaints reflect their good faith and sincerity in dealing with the M700. However, another permissible view to be drawn from all of this evidence may be that Remington was merely "gearing up" for a second round of litigation similar to the litigation involving the M600 which resulted in the ultimate recall of the M600. Remington's Product Safety Subcommittee concluded that of approximately two million M700s held by the public about 20,000 of them may have a potential defect (footnote omitted). A recall was not pursued because of the relatively small number of rifles that may have the defective condition. *See, e.g., Kehm v. Proctor & Gamble Mfg. Co.,* 724 F.2d 613, 620 (8th Cir.1983) ("[I]n determining whether a manufacturer has a duty to warn, courts inquire whether the manufacturer knew that there were even a relatively few persons who could not use its product without serious injury, and whether a proper warning would have helped prevent harm to them."). Thus, the jury may have concluded that rather than suffer the expense of a recall, Remington would rather take their chances that the 20,000 potentially dangerous M700 rifles held by the public will not cause an accident. Such a view, if true, would certainly establish that Remington acted with conscious disregard for the safety of others.

43. On March 24, 1992, The United States Court of Appeals, Ninth Circuit, affirmed a jury verdict of $724,000 in a case alleging discharge on bolt closure. *Campbell v. Remington Arms Co*., 1992 WL 54928, *2 (C.A. 9 (Alaska) 1992) (unpublished opinion).

44. On December 31, 1992, the Texas Supreme Court, in *Chapa v. Garcia*, 848

S.W.2d 667, 671-74 (Tex. 1992), specifically describes Remington's fire control as "defective":

> Luis Chapa clearly established the relevance of and his need for the documents, by offering evidence demonstrating that the NBAR program had as its goal improvement of the defective fire control on the Model 700 and that Chapa faced a significant time gap in the record as to Remington's *knowledge* of the defect (footnote omitted). Included in Chapa's showing was:
>
> > ● a 1985 Remington memorandum describing the NBAR program as one to design a "replacement for the Model 700".
> >
> > ● another Remington memorandum declaring that an improved fire control be installed in the Model 700 no later than October 1982 "to put us in a more secure position with respect to product liability".
> >
> > ● a memorandum evidencing an increase of $130,000, in early 1981, in the research budget for development of an improved Model 700 fire control.
> >
> > ● proof of the abrupt discontinuation of further research into the fire-control system of the Model 700 after December 1981 coincident in time with the commencement of the NBAR program.
> >
> > ● deposition testimony that models of new, improved fire controls had been designed and assembled as part of NBAR, that prototypes had been built and tested, and that the NBAR fire controls could be retrofitted to the Model 700.
> >
> > ● Remington's admission that the fire control alternatives under consideration in the NBAR program and those it claims were geared solely to the Model 700 "attempt to execute the same *idea* (simultaneous blocking of the sear and trigger)" (footnote omitted).
> >
> > ● Remington's concession that the fire-control system research adopted the name "NBAR" in "late 1980 or 1981," about the time of the substantial increase in research funds for the Model 700 fire-control system.
> >
> > ● Remington's admission that "NBAR components which are or have been under consideration include a ... different fire control."
> >
> > ● Statements by Remington that NBAR information has relevance to the relative safety of its models compared to its competitors and the possible need for warnings.

45. Then, on May 7, 1994, a Texas jury rendered a verdict after Glenn Collins lost his foot to a Model 700 accidental discharge (Fire on Safety Release allegation). Not only did the jury find that the fire control was defective, it also awarded $15,000,000 in exemplary damages. The total verdict, which was in excess of $17 million, sent a clear message to Remington—past and *certainly* future use of the defective fire control is unacceptable.

46. It is difficult to ascertain exactly how many times Remington has embarked on designing a new Model 700 fire control. It clearly tried with the "NBAR" program, and it clearly tried on several occasions in the 1990's, and it clearly again tried beginning in approximately the year 2000. By 1995, Remington openly acknowledged the need to "fix" the fire control. As its documents show, it decided to "[e]liminate 'Fire on Safety Release' malfunction."

47. Before work continued on a new fire control, Remington's Fire Control Business Contract (January 27, 1995) outlined the project and foreshadowed its end:

> The goal is to provide a fire control that "feels" the same to our customers yet provides additional safeguards against **inadvertent or negligent discharges**.
>
> . . .
>
> The purpose of the redesign of the fire control is to reduce the number of parts required, lower cost and to add design characteristics that **enhance the safety attributes** of our firearms.

48. The following paragraph of Remington's January 27, 1995, memo however laments that safety "is not considered a highly marketable feature." The next full paragraph in the document speaks for itself. Under "Financial Analysis," appears this telling quote:

> This is where the rubber meets the road. Is this project worth doing? What are the minimum forecasts to insure profitability and does our pricing structure support these expected profits?

49. The project to "enhance the safety attributes of our firearms" is only "worth

doing" if Remington can "insure profitability." True to form, the M700 Improvements Program was cancelled on August 28, 1998.

50. Remington has repeatedly made a clear economic choice against recalling the Model 700. But the Model 710 was to be a new rifle. In 1997, and against this sordid and costly fifty-year historical backdrop, Remington faced an important but easily answered question regarding the new low cost bolt-action rifle it intended for beginner users: What fire control should Remington use?

51. When embarking on the design of the Model 710, Remington originally elected against the use of the Model 700 fire control, which contains the connector. Instead, Remington embarked on the design of a "connectorless" fire control.

52. Derek Watkins, a Remington Engineer, designed a connector-less fire control based on the work performed during the cancelled M700 improvements program. Watkins touted the benefits of his new design within Remington.

53. Once again, Remington had a new and safe design. But the design was allegedly too expensive to implement, and project spending was put on hold in May 1998.

54. Even though Watkins design was favored within Remington, the engineering department could not get approval for the economics of the project.

55. In August 1998, Watkins' safe design was abandoned due to an estimated cost increase. Motivated once again by the prospect of saving money and increasing its profit margin, Remington decided to pull the unsafe Model 700 fire control off the shelf and use it in the new Model 710 to eliminate development cost and time. This is the same fire control that it had specifically rejected for the new rifle 18 months earlier.

56. As Remington began its internal testing of the new Model 710 (with the defective

and dangerous Model 700 fire control installed), it is important to note that Remington, knowing the history of the design, even warned its Model 710 testers of the possibility of inadvertent discharge.

57. No such warning is provided to customers that purchase the Model 710. And the Model 710 *did* fire on bolt closure and on safety release during testing.

58. Remington Consumer Team Meeting minutes from December 13, 2001 reveal that Remington actually planned for personal injuries of its customers as a result of inadvertent discharge from Model 710 rifles:

- **Safety/Injury Calls and the Model 710 - Ken**
  If a consumer calls with a safety concern, (i.e. FSR, fires when closed, personal injury or property damage, etc), these calls AND firearms go to Dennis or Fred.

59. Predictably, Remington began receiving reports of injury and accidental discharge from a fire control almost identical to the Model 700 fire control.

60. Remington is defiant in its reluctance to recall or stop using its fire control, a product that it knows is dangerous and that will kill or injury again, through no fault of the unsuspecting user. The two or more "replacement campaigns" (recalls) contemplated by Remington were seen as too expensive. Remington has elected to defend its product in court rather than embark on a recall that would likely save lives.

61. No government agency can force Remington to recall its product, and Remington has made its internal customer service advisors aware of that fact. It is only through the court system that Remington may be made to answer for its product.

62. Remington has consistently elected against a recall of its dangerous product for financial reasons, even though it is has designed a new product that removes the problematic connector and eliminates the danger. Even Remington's past President admits that the new

design is safer. This is improper, and Remington should recall all of its rifles containing a "Walker"-based fire control. Until that time, Plaintiff in this action seeks all measure of damages against Remington to compensate him for his injuries and to make an example of Remington's improper conduct.

VIII.

DAMAGES AND JURY DEMAND

63. As a result of Defendant's acts and/or omissions, Plaintiff George Montes has experienced past medical damages (past and possibly future), physical pain and suffering in the past and in all reasonable probability will sustain physical pain and suffering in the future.

64. Plaintiff has suffered mental anguish in the past and in all reasonable probability will sustain mental anguish in the future.

65. Plaintiff, as described above, requests that Remington be assessed exemplary or punitive damages.

66. The above and foregoing acts and/or omissions of Defendant have caused actual damages to Plaintiff in an amount in excess of the minimum jurisdictional limits of this Court.

67. Plaintiff demands a jury.

WHEREFORE, Plaintiff prays judgment against Defendant as follows:

1. For all monetary damages allowed under law and described, without limitation, above, plus interest;

2. For punitive damages;

3. For costs of suit; and

4. For such other and further relief as this Court may deem just and proper.

Respectfully submitted,

/s/ Stephen W. Drinnon

STEPHEN W. DRINNON
(Lead Attorney)
Texas State Bar No. 00783983
THE DRINNON LAW FIRM, PLLC
1700 Pacific Avenue
Suite 2230
Dallas, Texas 75201
(972) 445-6080 (Telephone)
(972) 445-6089 (Facsimile)

JEFFREY W. HIGHTOWER, JR.
Texas State Bar No. 00793951
HIGHTOWER LAW FIRM
9400 North Central Expressway
Suite 1207
Dallas, Texas 75231
Phone: 214.580.9800
Fax: 214.580.9804
E-mail: jeff@hightowerlawoffice.com

COUNSEL FOR PLAINTIFF