

DN FST CV 15 6048103-S : SUPERIOR COURT  
DONNA L. SOTO, ADMINISTRATRIX :  
OF THE ESTATE OF : JUDICIAL DISTRICT OF FAIRFIELD  
VICTORIA L. SOTO, ET AL : AT BRIDGEPORT  
V. :  
BUSHMASTER FIREARMS : MAY 16, 2016  
INTERNATIONAL, LLC a/k/a, ET AL

**REMINGTON’S OBJECTIONS AND RESPONSES TO  
PLAINTIFFS’ FIRST REQUESTS FOR PRODUCTION**

Defendants in the above-referenced matter, REMINGTON OUTDOOR COMPANY, INC. and REMINGTON ARMS COMPANY, LLC (“Remington”), respond to the Plaintiffs’ First Requests for Production as follows:

**GENERAL OBJECTIONS**

1. Remington objects to Plaintiffs’ requests as unreasonable, disproportional, overbroad, cumulative, and unduly burdensome, in that they broadly seek documents that have no relevance to the specific claims at issue in this case.

2. Remington objects to Plaintiffs’ requests because the burden and expense of the discovery sought here far outweighs its likely benefit, taking into account the needs of the case, the Plaintiffs’ specific claims and the importance of the proposed discovery in resolving those claims.

3. Remington objects to Plaintiffs’ production requests to the extent they seek materials and information protected from discovery by the attorney-client privilege, attorney work product doctrine or other privilege, or that are otherwise immune or protected from disclosure. Subject to its specific and general objections, Remington responds to Plaintiffs’ production requests without waiving the right to (a) object, on the grounds of competency,

privilege, relevance, or materiality, or any other proper grounds, to the use of such documents or information for any purpose in this or any other action; and (b) revise, correct, or clarify any of the responses made herein.

4. Remington objects to Plaintiffs' requests to the extent they may be construed to suggest that the documents requested actually exist. To the extent Remington agrees to make responsive documents available in response to Plaintiffs' requests, such agreement does not confirm that the documents exist or that there are any such documents in Remington's possession, custody, or control.

5. Because of the overbreadth of Plaintiffs' requests, it impossible for Remington to anticipate all appropriate grounds for objection at this stage in the litigation. Remington reserves the right to supplement these responses and raise any additional objections necessary and appropriate in light of further developments in this action.

### **SPECIFIC OBJECTIONS AND RESPONSES**

1. Documents concerning contractual and/or business relationship(s) between or among the Company and Bushmaster Firearms International, LLC; and/or Freedom Group, Inc.; and/or Bushmaster Firearms; and/or Bushmaster Firearms, Inc.; and/or Bushmaster Holdings, LLC; and/or Camfour, Inc.; and/or Camfour Holding, LLP, from January 1, 2006 to the present day.

**Response:** Objection. Plaintiffs' request for "documents concerning" the "contractual and business relationships between and among" Remington and various business entities, without regard to the subject matter of the documents, is vague, overly broad and unduly burdensome.

The Bushmaster XM-15 rifle involved in the December 14, 2012 shooting incident (the "Subject Firearm") was manufactured in 2009 and shipped to Camfour in Westfield, Massachusetts on February 11, 2010. It was manufactured and shipped by Bushmaster Firearms International, LLC in Windham, Maine under a Type-10 Manufacturer of Destructive Devices federal firearm license (FFL No. 6-01-005-10-2D-00956). At that time, Freedom Group, Inc. was the

sole member of Bushmaster Firearms International, LLC. Freedom Group, Inc. was the sole member of Remington Arms Company, Inc., the predecessor to Remington Arms Company, LLC. On July 1, 2011, Bushmaster Firearms International, LLC merged with and into Remington Arms Company, LLC under the name of “Remington Arms Company, LLC.”

Thus, Bushmaster Firearms International, LLC does not exist, since its assets and liabilities were merged with and into Remington Arms Company, LLC in 2011. Freedom Group, Inc. is the predecessor to Remington Outdoor Company, Inc. and also no longer exists. Remington Outdoor Company, Inc. is the sole member of FGI Holding Company, LLC, which in turn is the sole member of FGI Operating Company, LLC. FGI Operating Company, LLC is the sole member of Remington Arms Company, LLC. Plaintiffs’ request for “documents concerning” the relationships “between or among” these companies is not reasonably calculated to lead to the discovery of admissible evidence.

Plaintiffs’ request for “documents concerning” the “contractual and/or business relationships” between Remington and Camfour generally from 2006 to the present time, without regard to their subject matter, is also vague, overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Remington will produce copies of Distributors Agreements to which Remington and Camfour were parties between January 1, 2006 and December 14, 2012.

2. Documents concerning contractual and/or business relationship(s) between or among the Company and Riverview Sales, Inc. from January 1, 2006 to the present day.

**Response:** Remington did not have a “contractual and/or business relationship” with Riverview Sales, Inc. with respect to the Subject Firearm or any other matter.

3. Documents concerning any and all purchase orders, payments, rebates, and/or other exchanges of cash or goods between or among the Company and Bushmaster Firearms International, LLC; and/or Freedom Group, Inc.; and/or

Bushmaster Firearms; and/or Bushmaster Firearms, Inc.; and/or Bushmaster Holdings, LLC; and/or Camfour, Inc.; and/or Camfour Holding, LLP, from January 1, 2006 to the present day.

**Response:** Remington refers to and incorporates its objection and response to Request No. 1, above. Plaintiffs' request for all "documents concerning" purchases of products by Camfour generally, without regard to the subject matter of the documents and whether the documents relate to the Plaintiffs' specific claims, is vague, overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, documents reflecting the transfer of the Subject Firearm by Bushmaster Firearms International, LLC to Camfour will be produced.

4. Documents concerning contractual and/or business relationship(s) between or among the Company and Riverview Sales, Inc. from January 1, 2006 to the present day.

**Response:** Remington refers to and incorporates its response to Request No. 2, above.

5. Documents concerning communications between or among the Company and Bushmaster Firearms International, LLC; and/or Freedom Group, Inc.; and/or Bushmaster Firearms; and/or Bushmaster Firearms, Inc.; and/or Bushmaster Holdings, LLC; and/or Camfour, Inc.; and/or Camfour Holding, LLP, from January 1, 2006 to the present day.

**Response:** Remington refers to and incorporates its objection and response to Request No. 1, above. Plaintiffs' request for "documents concerning communications between or among" these entities, without regard to the subject matter of the documents or communications, is vague, overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

6. Documents concerning contractual and/or business relationship(s) between or among the Company and Riverview Sales, Inc. from January 1, 2006 to the present day.

**Response:** Remington refers to and incorporates its response to Request No. 2, above.

7. Documents concerning the branding, marketing, and/or sale of AR-15 style assault rifles as modern sporting rifles during the period January 1, 2006 through December 14, 2012.

**Response:** Objection. The Subject Firearm was not an “assault” rifle under Connecticut law and was lawfully manufactured, sold, owned and possessed in Connecticut in 2012. *See* Conn. Gen. Stat. § 53-202a (1993). The Subject Firearm (and others having the same or similar designs) is commonly owned throughout the United States by law-abiding persons for hunting, target shooting and home defense. It is a semi-automatic firearm that fired only one shot with each pull of the trigger, as is the case with most other firearms, including all semi-automatic firearms, revolvers and bolt-action, pump-action and single-shot firearms. There is no such thing as a semi-automatic “assault” rifle because true “assault” rifles are selective-fire firearms that can be fired in a fully-automatic mode, meaning they continue to fire with a single pull of the trigger as long as the trigger is pulled back.

Subject to and without waiving this objection, Remington will produce documents responsive to this request, some of which contain proprietary commercial information and will be produced under the terms of an appropriate protective order.

8. Documents concerning marketing, promotion, promotional strategies, the Company's customer base, the Company's desired customer base, and/or market research received, obtained and/or created by the Company concerning AR-15 style assault rifles, including but not limited to the Remington/Bushmaster model XM15-E2S, from January 1, 2006 to December 14, 2012.

**Response:** Objection. The Subject Firearm was not an “assault” rifle under Connecticut law and was lawfully manufactured, sold, owned and possessed in Connecticut in 2012. *See* Conn. Gen. Stat. § 53-202a (1993). The Subject Firearm and others having the same or similar designs is commonly owned throughout the United States by law-abiding persons for hunting, target shooting and home defense. It is a semi-automatic firearm that fired only one shot with each pull of the trigger, as is the case with most other firearms, including all semi-automatic firearms, revolvers and bolt-action, and single-shot firearms. There is no such thing as a semi-automatic “assault” rifle because true “assault” rifles are selective-fire

firearms that can be fired in a fully-automatic mode, meaning they continue to fire with a single pull of the trigger as long as the trigger is pulled back.

Subject to and without waiving this objection, Remington will produce documents responsive to this request, some of which contain proprietary commercial information and will be produced under the terms of an appropriate protective order.

9. Documents, including web site postings, blog postings, and/or any other internet marketing created by or at the behest of the Company or any other defendant in this action concerning AR-15 style assault rifles, use of assault rifles for home defense, suitability of assault rifles as gifts or family guns and/or appropriate uses of assault rifles, prior to December 14, 2012.

**Response:** Objection. The Subject Firearm was not an “assault” rifle under Connecticut law and was lawfully manufactured, sold, owned and possessed in Connecticut in 2012. *See* Conn. Gen. Stat. § 53-202a (1993). The Subject Firearm and others having the same or similar designs is commonly owned throughout the United States by law-abiding persons for hunting, target shooting and home defense. It is a semi-automatic firearm that fired only one shot with each pull of the trigger, as is the case with most other firearms, including all semi-automatic firearms, revolvers and bolt-action, pump-action and single-shot firearms. There is no such thing as a semi-automatic “assault” rifle because true “assault” rifles are selective-fire firearms that can be fired in a fully-automatic mode, meaning they continue to fire with a single pull of the trigger as long as the trigger is pulled back.

Subject to and without waiving this objection, Remington will produce documents responsive to this request, to the extent they exist.

10. Documents concerning the use of video games to market and/or promote the sale of AR-15 style assault rifles, including, but not limited to the Remington/Bushmaster model XM15-E2S, from January 1, 2006 to December 14, 2012.

**Response:** Objection. The Subject Firearm was not an “assault” rifle under Connecticut law and was lawfully manufactured, sold, owned and possessed in Connecticut in 2012. *See* Conn. Gen. Stat. § 53-202a (1993). The Subject Firearm and others having the same or similar designs is commonly owned throughout the United States by law-abiding persons for hunting, target shooting and home defense. It is a semi-automatic firearm that fired only one shot with each pull of the trigger, as is the case with most other firearms, including all semi-automatic firearms, revolvers and bolt-action, pump-action and single-shot firearms. There is no such thing as a semi-automatic “assault” rifle because true “assault” rifles are selective-fire firearms that can be fired in a fully-automatic mode, meaning they continue to fire with a single pull of the trigger as long as the trigger is pulled back.

Subject to and without waiving this objection, Remington states that it has licensed the use of certain firearms for depiction in bird and animal hunting video games, including certain AR-type semi-automatic rifles that are commonly used for hunting and other lawful purposes. Documents responsive to this request will be produced, some of which are proprietary commercial information and will be produced under the terms of an appropriate protective order.

11. Documents concerning the display of AR-15 style assault rifles in video games, including, but not limited to the Remington/Bushmaster model XM15-E2S, from January 1, 2006 to December 14, 2012.

**Response:** Objection. The Subject Firearm was not an “assault” rifle under Connecticut law and was lawfully manufactured, sold, owned and possessed in Connecticut in 2012. *See* Conn. Gen. Stat. § 53-202a (1993). The Subject Firearm and others having the same or similar designs is commonly owned throughout the United States by law-abiding persons for hunting, target shooting and home defense. It is a semi-automatic firearm that fired only one shot with each pull of the trigger, as is the case with most other firearms, including all semi-automatic firearms, revolvers and bolt-action, pump-action and single-shot firearms. There is no such thing as a semi-automatic “assault” rifle because true “assault” rifles are selective-

fire firearms that can be fired in a fully-automatic mode, meaning they continue to fire with a single pull of the trigger as long as the trigger is pulled back.

Subject to and without waiving this objection, certain selective-fire firearms, manufactured and sold for military and law enforcement use, have been displayed in video games. Documents responsive to this request will be produced, some of which are proprietary commercial information and will be produced under the terms of an appropriate protective order.

12. Documents concerning the function of the Remington/Bushmaster model XM15-E2S.

**Response:** Objection. Plaintiffs' request for documents regarding the "function" of the Bushmaster XM-15 rifle is vague, overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Remington will produce the owner's manual for The Subject Firearm which describes, *inter alia*, the mechanical function of the rifle, and the Bushmaster Armorer's Manual.

13. Documents concerning the manner in which AR-15 style assault rifles, including but not limited to the Remington/Bushmaster model XM15-E2S, were used by non-military and non-law enforcement owners prior to December 14, 2012, including but not limited to documents concerning storage, sharing, transfer, gifting, transport and/or re-sale of assault rifles, and any and all other uses of assault rifles by such owners.

**Response:** Objection. The Subject Firearm was not an "assault" rifle under Connecticut law. *See* Conn. Gen. Stat. § 53-202a (1993). It was a semi-automatic firearm that fired only one shot with each pull of the trigger, as is the case with most other firearms, including all semi-automatic firearms, revolvers and bolt-action, pump-action and single-shot firearms. The type of firearm involved in the shooting is commonly owned throughout the United States by law-abiding persons for hunting, target shooting and home defense. There is no such thing as a semi-automatic "assault"

rifle because true “assault” rifles are selective fire weapons that can be fired in the fully-automatic mode, meaning they continue to fire with a single pull of the trigger as long as the trigger is pulled back.

Subject to and without waiving this objection, Remington will produce the owner’s manual for the Subject Firearm and documents reflecting safe storage and transport of firearms. Remington will also produce documents concerning the use of AR-15 rifles for hunting, home/self-defense, and shooting sports activities. The transfer and re-sale of firearms are governed by federal, state and local laws, which are equally available to Plaintiffs.

14. Documents concerning training and/or instruction provided to or available to purchasers of AR-15 style assault rifles, including to purchasers of the Remington/Bushmaster model XM15-E2S, prior to December 14, 2012.

**Response:**

Objection. The Subject Firearm was not an “assault” rifle under Connecticut law. *See Conn. Gen. Stat. § 53-202a (1993)*. It was a semi-automatic firearm that fired only one shot with each pull of the trigger, as is the case with most other firearms, including all semi-automatic firearms, revolvers and bolt-action, pump-action and single-shot firearms. The type of firearm involved in the shooting is commonly owned throughout the United States by law-abiding persons for hunting, target shooting and home defense. There is no such thing as a semi-automatic “assault” rifle because true “assault” rifles are selective fire weapons that can be fired in the fully-automatic mode, meaning they continue to fire with a single pull of the trigger as long as the trigger is pulled back.

Subject to and without waiving this objection, Remington will produce the owner’s manual for the Subject Firearm, and documents reflecting safe handling, storage and transport of firearms. Additional documents and information available to firearm users concerning firearms training, handling, use and safety are in the public domain and equally available to Plaintiffs.

15. Documents concerning the volume of sales of AR-15 style assault rifles, including but not limited to the Remington/Bushmaster model XM15-E2S, by the Company from January 1, 2006 to December 14, 2012.

**Response:** Objection. The Subject Firearm was not an “assault” rifle under Connecticut law. *See Conn. Gen. Stat. § 53-202a (1993)*. It was a semi-automatic firearm that fired only one shot with each pull of the trigger, as is the case with most other firearms, including all semi-automatic firearms, revolvers and bolt-action, pump-action and single-shot firearms. The type of firearm involved in the shooting is commonly owned throughout the United States by law-abiding persons for hunting, target shooting and home defense. There is no such thing as a semi-automatic “assault” rifle because true “assault” rifles are selective fire weapons that can be fired in the fully-automatic mode, meaning they continue to fire with a single pull of the trigger as long as the trigger is pulled back.

Subject to and without waiving these objections, Remington will produce information reflecting the number of AR-15 semi-automatic firearms manufactured and shipped in the relevant time period.

16. Documents concerning the volume of sales of AR-15 style assault rifles, including but not limited to the Remington/Bushmaster model XM15-E2S, in the industry from January 1, 2006 to December 14, 2012.

**Response:** Objection. The Subject Firearm was not an “assault” rifle under Connecticut law. *See Conn. Gen. Stat. § 53-202a (1993)*. It was a semi-automatic firearm that fired only one shot with each pull of the trigger, as is the case with most other firearms, including all semi-automatic firearms, revolvers and bolt-action, pump-action and single-shot firearms. The type of firearm involved in the shooting is commonly owned throughout the United States by law-abiding persons for hunting, target shooting and home defense. There is no such thing as a semi-automatic “assault” rifle because true “assault” rifles are selective fire weapons that can be fired in the fully-automatic mode, meaning they continue to fire with a single pull of the trigger as long as the trigger is pulled back.

Subject to and without waiving this objection, Remington states that it does not have access to the proprietary business records of other firearm manufacturers. However, documents in the public domain and equally available to plaintiffs reflecting firearm industry sales of AR-type semi-automatic firearms will be produced.

17. Any statements, documents, and/or communications concerning the December 14, 2012 mass shooting at Sandy Hook Elementary School and/or concerning the events which are the subject of this Complaint.

**Response:** Objection. Plaintiffs' request for "statements, documents and/or communications" concerning the subject shooting is vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. The shooting received considerable national publicity, and searching for "communications" about the shooting, without regard to the nature and purpose of the communication, among all persons employed by Remington at each of the locations across the country where Remington transacts business is oppressive and unduly burdensome. Remington further objects to the extent this request seeks production of documents falling within the attorney-client and attorney work product privileges.

18. Documents concerning RIVERVIEW GUN SALES, INC. AKA RIVERVIEW GUN SALES store security, including surveillance procedures during the period of January 1, 2006 to December 14, 2012.

Objection. This request is not reasonably calculated to lead to the discovery of admissible evidence. The extent of "store security" or "surveillance procedures" at Riverview Sales has no bearing on any issue in this case. The Subject Firearm was lawfully sold by Riverview Sales under all applicable federal, state and local laws and regulations. Subject to and without waiving these objections, Remington states that it does not possess documents responsive to this request.

19. Documents concerning the particular XM15-E2S sold to Nancy Lanza, and described in Exhibit A attached hereto at page 3, including but not limited to information concerning its distribution, manufacture, and/or sale.

**Response:** Remington refers to and incorporates its response to Request No. 3 regarding transfer of the Subject Firearm to Camfour by Remington. Remington objects to Plaintiffs' request for "documents concerning" The Subject Firearm's "manufacture" as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

20. Documents concerning the sale of any firearms to Nancy Lanza or Adam Lanza, including, but not limited to, documents concerning regulatory compliance in connection with such sale.

**Response:** Remington refers to the documents identified by Plaintiffs as Exhibit A to their Requests for Production.

21. Documents concerning the federal firearms license held by David LaGuercia, including, but not limited to, information concerning compliance *vel non* by the licensee and/or RIVERVIEW GUN SALES, INC. AKA RIVERVIEW GUN SALES with applicable firearms laws from January 1, 2006 to December 14, 2012.

**Response:** Remington does not possess documents responsive to this request.

22. Documents concerning any entries in the Company's Acquisition and Disposition Book pertaining to the particular XM15-E25 sold to Nancy Lanza and described in Exhibit A, attached hereto at page 3.

**Response:** Remington no longer possesses the Acquisition & Distribution Book ("A & D Book") for the federal firearms license under which The Subject Firearm was manufactured and transferred (Type-10 Manufacturer of Destructive Devices, FFL No. 6-01-005-10-2D-00956). The A & D Book was sent to the ATF Out-of-Business Records Center in Falling Waters, West Virginia when Remington's Windham, Maine manufacturing facility was closed, as required under 18 U.S.C. § 923(g)(4) and 27 C.F.R. § 478.127.

DEFENDANTS

REMINGTON ARMS COMPANY, LLC and  
REMINGTON OUTDOOR COMPANY, INC.

BY: /s/ Scott M. Harrington/#307196

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**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the foregoing was mailed on May 16, 2016 to the following counsel:

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