

DONNA L. SOTO, ADMINISTRATRIX	)	SUPERIOR COURT
OF THE ESTATE OF VICTORIA L.	)	
SOTO, DECEASED, ET AL.	)	J.D. OF FAIRFIELD/BRIDGEPORT
	)	@ BRIDGEPORT
v.	)	
	)	
BUSHMASTER FIREARMS	)	
INTERNATIONAL, LLC, ET AL.	)	AUGUST 29, 2016

**JOINT MOTION FOR ENTRY OF CASE MANAGEMENT ORDER**

Plaintiffs hereby move the Court to enter the attached proposed Case Management Order, which sets forth the protocol agreed to concerning the production of documents and electronically stored information (“ESI”) by and between Plaintiffs and defendants, Remington Arms Company, LLC and Remington Outdoor Company, Inc. (“Remington”) in this case. A copy of the proposed order is attached as Exhibit A. Plaintiffs and Remington wish to have the terms entered as an order of the Court. The proposed order applies only to discovery between plaintiffs and Remington; it is not intended to apply to the Camfour Defendants or Mr. LaGuercia.

Remington consents to the granting of this Motion and the entry of the proposed order.

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**CERTIFICATION**

This is to certify that a copy of the foregoing has been e-mailed this day to all counsel of record, to wit:

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# **EXHIBIT A**

DONNA L. SOTO, ADMINISTRATRIX ) SUPERIOR COURT  
OF THE ESTATE OF VICTORIA L. )  
SOTO, DECEASED, ET AL. ) J.D. OF FAIRFIELD/BRIDGEPORT  
) @ BRIDGEPORT  
v. )  
)  
BUSHMASTER FIREARMS )  
INTERNATIONAL, LLC, ET AL. ) AUGUST 29, 2016

**CASE MANAGEMENT ORDER**

Pursuant to the agreement reached between Plaintiffs and defendants, Remington Arms Company, LLC and Remington Outdoor Company, Inc. (“Remington”), the Court enters this Order outlining the following Protocol concerning the production of documents and electronically stored information (“ESI”) by Plaintiffs and Remington in the above captioned case (the “Litigation”).

**AGREED PROTOCOL RELATING TO THE PRODUCTION OF DOCUMENTS AND ELECTRONICALLY STORED INFORMATION**

**A. Application of Protocol**

This Protocol governs the production of documents and ESI by Plaintiffs and Remington, including documents that are responsive to discovery requests served prior to the effective date of this Protocol. The Parties agree to meet and confer to discuss requested variances from and/or modifications to provisions of this Protocol. Documents and ESI that have been collected and/or produced prior to the effective date of this Protocol need not be re-collected or re-produced to match the production formats discussed further below. All disclosures and productions made

pursuant to this Protocol are also subject to all other orders entered by this Court for this Litigation.

The production of privileged or work product protected documents and ESI is not a waiver in the pending case or in any other federal or state proceeding. All Parties preserve their attorney-client privilege and work-product protections and there is no intent by the Protocol, or the production of documents or ESI pursuant to the Protocol, to in any way waive or weaken any such privileges or protections.

## **B. Definitions**

1. **“Parties”** shall mean all named Plaintiffs and Remington. **“Party”** shall mean any individually named Plaintiff or Remington. This Order does not apply to defendants Camfour, Inc., Camfour Holding, LLP a/k/a Camfour Holding, Inc., Riverview Sales, Inc., or David LaGuercia.

2. **“Document”** has the same meaning as in Connecticut Practice Book Section 13-1(c)(2). The term **“Document”** shall include Hard-Copy Documents, Electronic Documents, and ESI, as defined herein.

3. **“Electronically stored information”** or **“ESI,”** has the same meaning as in Connecticut Practice Book Section 13-1(a)(5).

4. **“Hard-Copy Document”** means a document existing in paper form at the time of collection.

5. **“Native Format”** means the associated file structure of ESI in which it was originally created and/or as used by the producing party in the usual course of its business. For example, the native format of an Excel workbook is a .xls or .xlsx file.

6. **“Metadata”** means the structural information of a file that contains data about the file, including: (i) system-generated information embedded in or associated with a native file that is not ordinarily viewable or printable from the application that generated, edited, or modified such native file that describes the characteristics, origins, usage, and/or validity of the electronic file; (ii) system-generated information automatically created by the operation of a computer or other information technology system when a native file is created, modified, transmitted, deleted, or otherwise manipulated by a user of such system; (iii) user-created information, such as bates numbers, created during the course of processing documents or ESI for production; and (iv) information collected during the course of collecting documents or ESI, where available, such as the custodian or non-custodial data source from which it was collected.

7. **“Media”** means an object or device, real or virtual, including but not limited to a disc, tape, computer, or other device on which data is or was stored.

8. **“Optical Character Recognition”** or **“OCR”** means the process of recognizing visible text from an image for the purpose of creating text that can be associated with an image.

9. **“Hash Value”** is a MD5 or SHA-1 hash value, which is a unique digital fingerprint or identifier that can be assigned to a file, a group of files, or a portion of a file, based on a standard mathematical algorithm applied to the characteristics of the data set.

10. **“Confidentiality Designation”** means the legend affixed to documents that contain Confidential Information as defined by, and subject to, the terms of any Protective Order entered by the Court.

11. **“Searchable Text”** means the native text extracted from an Electronic Document and any Optical Character Recognition text (**“OCR text”**) generated from a Hard-Copy Document or electronic image.

12. **“Load files”** means electronic files provided with a produced set of documents and images used to indicate pages or files belonging together as documents, to include attachments, and where each document begins and ends in order to load that production set into a receiving party’s document review platform.

13. **“De-NIST”** means the use of an automated filter program that screens files in order to remove files that are generally accepted to be system-generated and generally have no substantive value.

14. **“De-Duplication”** means the process of comparing electronic files based on their Hash values and removing or suppressing files within the data set for the purpose of minimizing the amount of data for review and production.

15. **“And”** and **“or”** shall be construed conjunctively or disjunctively as necessary to make their use inclusive rather than exclusive, e.g., **“and”** shall be construed to mean **“and/or”**.

16. **“Include”** and **“Including”** shall be construed to mean, respectively, “include but not be limited to” and “including, but not limited to,”.

17. Reference to the singular shall also be deemed to refer to the plural, and vice-versa.

### **C. Production Format and Processing Specifications**

1. Except as otherwise provided herein, the Parties will produce e-mail in TIFF format; Word, PowerPoint, and PDF in both TIFF format and in Native Format; and excel files and audio and visual files in Native Format with an accompanying TIFF placeholder. Default production format for any file type not specified herein shall be TIFF format, unless otherwise agreed to by the Parties. All productions will include the applicable production fields as specified in Attachment A, to the extent available, and extracted searchable text. If, after review,

the receiving party believes good cause exists to request production of other certain specific documents in Native Format, the receiving party may request such a production and provide an explanation for the need for a document in Native Format. The producing party will not unreasonably deny such requests. Redacted ESI will be produced as TIFFs with, to the extent available, applicable metadata, and OCR'ed searchable text. Except as to documents previously produced before entry of this Protocol, hard-copy documents will be scanned and produced as TIFFs. Manual population of production fields by the producing party is not required.

2. Embedded Objects. OLE embedded objects (embedded MS Office files, etc.) shall be extracted as separate files and treated as attachments to the parent document. To the extent reasonably possible, images embedded in emails shall not be extracted and produced separately.

3. Load Files. Productions will include image load files in Opticon or IPRO format as well as Concordance format data (.dat) files with the production fields identified in Attachment A, to the extent available, for all included documents. All metadata will be produced in UTF-16LE or UTF-8 with Byte Order Mark format.

4. Foreign Language Documents. Hard-copy documents and ESI that contains languages other than English, in whole or in part, shall be produced in the original language(s) along with English translations already in existence, if any, within the producing Party's control. Any subsequent translations in the possession of the producing party shall also be produced within fourteen (14) days after their creation.

5. Text Files. A single text file shall be provided for each document. The text file name shall be the same as the Bates number of the first page of the document with the document extension ".txt" suffixed. Text file names shall not have any special characters or embedded

spaces. Electronic text, to the extent available, must be extracted directly from the native electronic file unless the document requires redaction, is an image file, or is any other native electronic file that does not contain text to extract (e.g., non-searchable PDFs). In these instances, and in the case of imaged hard-copy documents, a text file shall be created using OCR and shall be produced in lieu of extracted text. Extracted text, to the extent available, shall be provided in UTF-16LE or UTF-8 with Byte Order Mark format text. Extracted text, to the extent available, shall include all non-privileged and/or non-redacted comments, revisions, tracked changes, speaker's notes and text from documents with comments or tracked changes, and hidden worksheets, slides, columns and rows.

6. OCR. OCR software should be set to the highest quality setting during processing. Documents containing foreign language text will be OCR'ed using the appropriate settings for that language, e.g., OCR of German documents will use settings that properly capture umlauts. Settings such as "auto-skewing" and "auto-rotation" should be turned on during the OCR process.

7. Text Extracted from Emails. Text extracted from emails, to the extent available, shall include all header information that would be visible if the email was viewed in Outlook including: (1) the individual to whom the communication was directed ("To"); (2) the author or forwarder of the email communication ("From"); (3) who was copied and blind copied on such email ("CC" and "BCC"); (4) the subject line of the email ("RE" or "Subject"); (5) the date and time of the email; and (6) the names of any attachments.

8. TIFFs. All TIFFs produced by any party in this matter will be single page Group IV TIFF format, 300 dpi quality or better. Image file names will be identical to the corresponding bates numbered images, with a ".tif" file extension. All images of redacted

documents that contain comments, deletions, and revision marks (including, when available, the identity of the person making the deletion or revision and the date and time thereof), speaker notes, or other user-entered data that the source application can display to the user will be processed such that all non-redacted data is visible in the image for redacted documents. The producing party will brand all TIFF images in the lower right-hand corner with its corresponding bates number, using a consistent font type and size. The bates number must not obscure any part of the underlying image. If the placement in the lower right-hand corner will result in obscuring the underlying image, the bates number should be placed as near to that position as possible while preserving the underlying image.

9. Appearance. Subject to appropriate redaction and as technologically feasible, each document's electronic image will convey the same information and image as the original document, including formatting, such as bolding, highlighting, font size, italics. Except as otherwise noted, TIFF format documents will be produced in black and white. After production, a receiving Party may request that a document be produced in color, at which time the Parties may meet and confer about such production. The producing party shall honor reasonable requests for the production of color image(s) of specific documents.

10. Bates Numbers. All bates numbers will consist of a three to five digit Alpha Prefix, followed by a dash, followed immediately by a 7 digit numeric (*e.g.*, RMGTN-1234567 – for Remington). There must be no spaces in the bates number. Any numbers with less than 7 digits will be front padded with zeros to reach the required 7 digits (*e.g.*, RMGTN-0000001).

11. Date Fields and Time Zone. All documents shall be processed so as to show fielded dates and times in Eastern Standard Time.

12. Native File Image Placeholders. A bates-stamped placeholder TIFF, bearing the legend “This document has been produced in native format” shall be provided for ESI produced in native format; these placeholders will be bates numbered in the same way as any other TIFF, and the bates number of that single page shall be used as the BegBates and EndBates of the associated document.

13. Databases and Structured, Aggregated or Application Data. The Parties will meet and confer to address the production and production format of responsive data contained in a database or other structured or aggregated data source, or otherwise maintained by an application where access to such data by other means or sources is not feasible. If the Parties cannot reach agreement, the matter will be decided by the Court.

14. Lost, Destroyed, or Irretrievable ESI. If the Parties learn that responsive ESI is unavailable for production, the Parties shall meet and confer regarding the circumstances, including whether that information is available from other sources, and shall attempt in good faith to resolve the issues arising from unavailability without the need for Court intervention.

15. Scanning of Hard-Copy Documents. In scanning paper documents, documents are to be produced as they are kept. For documents found in folders or other containers with labels, tabs, or other identifying information, such labels and tabs shall be scanned where practicable. Pages with Post-it notes shall be scanned both with and without the Post-it, with the image of the page with the Post-it preceding the image of the page without the Post-it. Parties will use reasonable efforts to logically unitize documents (*i.e.*, distinct documents should not be merged into a single record, and a single document should not be split into multiple records), and maintain document relationships (*i.e.*, attachment status). Original document orientation (*i.e.*, portrait v. landscape) should be maintained.

16. Proprietary Software. To the extent that relevant ESI cannot be rendered or reviewed without the use of proprietary software, the parties shall meet and confer to minimize any expense or burden associated with the production of such documents in an acceptable format, including issues that may arise with respect to obtaining access to any such software and operating manuals.

17. Confidentiality Treatment. The manner of designating documents that contain Confidential Information will be determined at a later time, consistent with the terms of any Protective Order entered by the Court.

18. Redactions. Documents may be redacted on the basis of privilege or to protect confidential personally identifiable information (e.g., SSN, personal addresses). For redacted items which were originally ESI, non-privileged or non-confidential production fields will be provided and will include non-redacted data to the extent available. The reason for redaction shall be provided on the face of the document. A document's status as redacted does not, alone, relieve the producing party from providing the non-privileged and non-redacted production fields, to the extent available, as outlined in Attachment A.

19. De-NISTing and De-duplication. Electronic file collections may be De-NISTed, suppressing from searching, review, and production commercially available operating system and application files contained on the NIST file list, version 2.20 or later. Parties may apply de-duplication using the Hash value to identify and segregate documents that are identical Hash value duplicates of each other within each custodian. De-duplication must be applied on stand-alone user files and/or at the family level only. Only one version, the "Master Duplicate," of an exact Hash value duplicate stand-alone user file or document family may exist for review and potential production within each custodian.

20. Encrypted or Password-Protected ESI. For any ESI that exists in encrypted format or is password-protected, the producing party will employ reasonable efforts to open and access encrypted or password protected files that are identified during processing.

21. Family Groups. Parent-child relationships (the association between an attachment and its parent document or between embedded documents and their parent) shall be preserved to the extent feasible. A document and all other documents in its attachment range, such as emails with attachments and files with extracted embedded OLE documents, constitute family groups. If any member of a family group is produced, all members of that group must also be produced or else logged as privileged or redacted in accordance with paragraph 18.

22. Production Media. The producing party will use the appropriate electronic media (CD, DVD or hard drive) for its ESI production, and will cooperate in good faith to use the highest-capacity available media to minimize associated overhead. The producing party will label the physical media with the producing party, production date, and document number range. At the discretion of the producing party, the media will be encrypted, with the password provided under separate cover.

23. Write Protection and Preservation. All computer media that is capable of write protection should be write-protected before production.

24. Privilege Log. For documents withheld from production pursuant to a claim of attorney-client privilege, work product protection, or other applicable privilege or immunity, the designating party shall produce one or more privilege logs within thirty (30) days of the final production, unless the producing party requests and receives a reasonable extension of time from the receiving party or the Court so orders additional time. The receiving party shall not oppose reasonable requests for additional reasonable amounts of time. If during the course of

preparation of the privilege log(s), the designating party determines a document need not be withheld for any applicable privilege, a supplemental production will be made.

25. Costs. The Parties agree that each Party will bear its own costs related to the production of documents and ESI, with each Party reserving the right to object to producing documents and ESI because of undue cost or burden and to request the Court to perform a cost-shifting analysis to determine if the another Party should bear some or all of the costs.

**D. Implementation and Modification of Protocol**

1. Meet and Confer. The Parties agree to meet and confer to resolve questions and any concerns arising from the duties outlined in this Protocol. Any dispute pursuant to this paragraph may be resolved by the Court.

2. Access to Court. If the meet-and-confer does not lead to an agreed upon resolution, any Party may apply to this Court for an exception to or modification of this Protocol.

IT IS SO ORDERED, this \_\_\_ day of \_\_\_\_\_, 2016.

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The Honorable Barbara Bellis

## ATTACHMENT A

### Production Fields

<b>Field</b>	<b>Definition</b>	<b>Doc Type</b>
SOURCE	Name of party producing the document	All
CUSTODIAN	Name of person or other data source (non-human) from where documents/files are produced.  Where redundant names occur, individuals should be distinguished by an initial that is kept constant throughout productions (e.g., Smith, John A. and Smith, John B.)	All
BEGBATES	Beginning bates number (production number)	All
ENDBATES	End bates number (production number)	All
NATIVEFILELINK	For documents provided in native format only	All
FILEPATH	Original file/path of the location where the item was located at the time of collection. This should include location, file name, and file source extension.	E-document
TEXTPATH	File path for OCR or Extracted Text files	All
Folder	Folder location of the e-mail within the PST/OST	E-mail
FROM	Sender	E-mail
TO	Recipient	E-mail
CC	Additional Recipients	E-mail
BCC	Blind Additional Recipients	E-mail
FILE NAME	File name of electronic document	E-document

<b>SUBJECT LINE</b>	Subject line of e-mail	E-Mail
<b>ATTACHBATES</b>	Bates number from the first page of each attachment	E-mail
<b>BEGATTACH</b>	First bates number of family range (i.e. bates number of the first page of the parent e-mail)	E-mail
<b>ENDATTACH</b>	Last bates number of family range (i.e. bates number of the last page of the last attachment)	E-mail
<b>ATTACHCOUNT</b>	Number of attachments to an e-mail	E-mail
<b>ATTACHNAMES</b>	Names of individual attachments, separated by semi colons	E-mail
<b>DATESENT</b> (mm/dd/yyyy hh:mm:ss AM)	Date sent	E-mail
<b>DATERCVD</b> (mm/dd/yyyy hh:mm:ss AM)	Date received	E-mail
<b>E-mail Outlook Type</b>	Type of Outlook item, e.g., e-mail, calendar item, contact, note, task	Outlook or similar system data
<b>HASHVALUE</b>	MD5 hash value	All
<b>AUTHOR</b>	Creator of a document	E-document
<b>DATECRTD</b> (mm/dd/yyyy hh:mm:ss AM)	Creation date	E-document
<b>LAST MODIFIED BY</b>	Last person who modified (saved) a document	E-document

DocumentType	Descriptor for the type of document: “ <b>E-document</b> ” for electronic documents not attached to e-mails; “ <b>E-mail</b> ” for all e-mails; “ <b>E-attachment</b> ” for files that were attachments to e-mails; and “ <b>Physical</b> ” for hard copy physical documents that have been scanned and converted to an electronic image.	All
Redacted	Descriptor for documents that have been redacted. “Yes” for redacted documents; “No” for un-redacted documents.	All
Confidentiality	Confidentiality level if assigned pursuant to any applicable Protective Order or stipulation.	All
File Extension	The digit extension of the ESI, i.e., .msg, .doc, .pptx, .xlsx, etc	ALL

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## CERTIFICATION

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