

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT**

DONNA L. SOTO, ADMINISTRATRIX OF	)	
THE ESTATE OF VICTORIA L. SOTO, <i>et al.</i>	)	
	)	
Plaintiffs,	)	
VS.	)	Civil Action No.
	)	
BUSHMASTER FIREARMS	)	
INTERNATIONAL, LLC a/k/a FREEDOM	)	
GROUP, INC. a/k/a REMINGTON OUTDOOR	)	
GROUP, INC, <i>et al.</i>	)	
	)	
Defendants.	)	

**DEFENDANTS REMINGTON ARMS COMPANY, LLC AND REMINGTON  
OUTDOOR COMPANY, INC.'S NOTICE OF REMOVAL**

Defendants Remington Arms Company, LLC and Remington Outdoor Company, Inc. (collectively, the "Remington Defendants"), pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, notify this Court that they are removing the above captioned action currently pending in the Superior Court of the Judicial District of Fairfield County (at Bridgeport) to the United States District Court for the District of Connecticut. In support, the Remington Defendants state as follows:

**INTRODUCTION**

1. On December 13, 2014, Plaintiffs filed their Complaint against (1) the Remington Defendants,<sup>1</sup> (2) Camfour, Inc. and Camfour Holding, Inc. (collectively, the "Camfour

<sup>1</sup> This Notice of Removal is filed on behalf of Defendants "Remington Arms Company, LLC" and "Remington Outdoor Company, Inc." For clarification, Defendant "Remington Arms Company, LLC" was formerly known as "Remington Arms Company, Inc." Thus, "Remington Arms Company, Inc." does not exist. Defendant "Remington Outdoor Company, Inc." was formerly known as "Freedom Group, Inc." Thus, "Freedom Group, Inc." does not exist. "Bushmaster Firearms International, LLC" is also a named defendant but does not exist as it was merged into and is only an unincorporated brand of Remington Arms Company, LLC. Plaintiffs have also named or listed as "a/k/a" several other entities that do

OFFICE OF THE CLERK  
SUPERIOR COURT

Defendants”),<sup>2</sup> and (3) Riverview Sales, Inc. and David LaGuercia (collectively, the “Riverview Defendants”), in the Superior Court of the Judicial District of Fairfield County (at Bridgeport).

2. The Remington Defendants were served with the Complaint on December 15, 2014. This notice of removal is timely filed within thirty (30) days after the Remington Defendants were served.

3. The United States District Court for the District of Connecticut is the federal judicial district encompassing Fairfield County, Connecticut. Therefore, venue lies in this Court pursuant to 28 U.S.C. § 1441(a).

4. Copies of all papers, pleadings, process, and orders, if any, served on the Remington Defendants are attached as Exhibit A, including the Summonses and Plaintiffs’ Complaint (“Compl.”) and exhibits thereto.

#### **DIVERSITY JURISDICTION**

5. The basis for removal to federal court is diversity jurisdiction pursuant to 28 U.S.C. § 1332, because: (1) Riverview Sales, Inc. is improperly joined, (2) there is complete diversity of citizenship between Plaintiffs, on the one hand, and the diverse defendants, that is, the Remington Defendants, the Camfour Defendants and David LaGuercia, on the other hand, and (3) the amount in controversy, exclusive of interest and costs, exceeds seventy-five thousand dollars (\$75,000.00).

---

not exist: (1) “Remington Arms Co., LLC”; (2) “Remington Outdoor Group, Inc.”; (3) “Remington Outdoor Company”; (4) “Remington Outdoor Co.”; (5) “Freedom Group, LLC”; (6) “Freedom Group”; (7) “Bushmaster Firearms”; (8) “Bushmaster Holdings, LLC”; (9) “Bushmaster Firearms, Inc.”; and (10) “Bushmaster Firearms Int., Inc.” These non-existent entities have not been “properly joined and served as defendants[.]” 28 U.S.C. § 1441(b)(2). For diversity purposes, “the citizenship of defendants sued under fictitious names shall be disregarded.” 28 U.S.C. § 1441(b)(1).

<sup>2</sup> Plaintiffs have also named “Camfour Holding, LLP” as a defendant, but that entity does not exist.

6. Remington Outdoor Company, Inc. (hereinafter, “ROCI”) is a corporation organized under the laws of the state of Delaware with its principal place of business in North Carolina. Thus, for the purposes of diversity jurisdiction, ROCI is a citizen of Delaware and North Carolina.

7. Remington Arms Company, LLC (hereinafter “Remington”), is a limited liability company organized under the laws of the state of Delaware with its principal place of business in North Carolina. Remington’s sole member is a Delaware limited liability company with its principal place of business in North Carolina.<sup>3</sup> Thus, for the purposes of diversity jurisdiction, Remington is a citizen of Delaware and North Carolina.

8. Camfour, Inc. and Camfour Holding, Inc. are corporations organized under the laws of the state of Massachusetts with principal places of business in Massachusetts. Thus, for the purposes of diversity jurisdiction, the Camfour Defendants are citizens of Massachusetts. The Camfour Defendants consent to removal. (Removal Consent, attached as Exhibit B.)<sup>4</sup>

9. Riverview Sales, Inc. is a Connecticut corporation with its principal place of business in Connecticut, and is therefore a citizen of Connecticut.<sup>5</sup>

10. David LaGuercia “is or was” the federal firearms licensee of the Riverview Sales,

---

<sup>3</sup> Remington’s sole member is FGI Operating Company, LLC (“Operating”), a Delaware limited liability company with its principal place of business in North Carolina. Operating’s sole member is FGI Holding Company, LLC (“Holding”), a Delaware limited liability company with its principal place of business in North Carolina. Holding’s sole member is ROCI.

<sup>4</sup> Camfour, Inc. is owned by Camfour Holding, Inc., which is also a corporation organized under the laws of Massachusetts with its principal place of business in Massachusetts.

<sup>5</sup> When removal is based on improper joinder of defendants, it is unnecessary for the removing defendants to obtain consent from the improperly joined defendants. *In re Rezulin Prods. Liab. Litig.*, 133 F. Supp. 2d 272, 295 (S.D.N.Y. 2001) (Kaplan, J.); *see Jernigan v. Ashland Oil Inc.*, 989 F.2d 812, 815 (5th Cir. 1993) (“[A]s a general rule, removal requires the consent of all co-defendants. In cases involving alleged improper or fraudulent parties, however, application of this requirement to improperly or fraudulently joined parties would be nonsensical. . . .”).

Inc. business. (*See* Compl. at ¶ 33.) LaGuercia is a Massachusetts citizen, and consents to this removal. (Removal Consent, attached as Exhibit C.)

11. All Plaintiffs are citizens of Connecticut. The Soto, Hockley, Sherlach, Pozner, Rousseau, Wheeler, Lewis, Barden and D’Avino Plaintiffs are estates created under Connecticut probate law. And Plaintiff Natalie Hammond, suing in “her individual capacity[,]” is a citizen of Connecticut. (*See* Compl. at ¶¶ 35-44, Exhs. A through I, Fiduciary’s Probate Certificates of each estate; *see also* 28 U.S.C. § 1332(c)(2); Civil Summons at p. 3.)

12. As explained below, Riverview Sales, Inc. is improperly joined in this action. As a result, Riverview Sales, Inc.’s citizenship should not be considered in determining whether complete diversity exists among the remaining parties. Complete diversity exists between the Plaintiffs, on the one hand, and the Remington Defendants, the Camfour Defendants and David LaGuercia, on the other.

### **BACKGROUND**

13. Plaintiffs’ action arises from the tragic December 14, 2012 shooting at Sandy Hook Elementary School by Adam Lanza. Plaintiffs allege that a Bushmaster XM15-E2S rifle (the “firearm”) manufactured by the Remington Defendants was among the firearms used by Adam Lanza to commit his heinous crimes. Plaintiffs allege that the Camfour Defendants purchased the firearm from the Remington Defendants “prior to March of 2010[.]” (*Id.* at ¶ 152.)

14. Plaintiffs allege that the Riverview Defendants purchased the firearm from the Camfour Defendants “prior to March of 2010[.]” (*Id.* at ¶ 153.)

15. Plaintiffs allege that Nancy Lanza, the mother of Adam Lanza, purchased the firearm from the Riverview Defendants in March 2010. (*Id.* at ¶ 153.)

16. Plaintiffs allege that Adam Lanza took the firearm from a gun closet in the house he shared with his mother on the morning of December 14, 2012. (Compl. at ¶ 154.)

17. Plaintiffs assert thirty-three (33) Wrongful Death claims against the Remington Defendants, the Camfour Defendants and the Riverview Defendants.<sup>6</sup>

### **IMPROPER JOINDER**

18. Under the doctrine of improper or “fraudulent joinder,” a defendant can remove to federal court by invoking diversity jurisdiction when there is no reasonable basis for a cause of action against the improperly joined, non-diverse defendant. *Pamplonia v. RJR Nabisco, Inc.*, 138 F.3d 459, 461 (2d Cir. 1998). The doctrine is satisfied when the defendant demonstrates “by clear and convincing evidence” that there is “no possibility” that the plaintiff “can state a cause of action against the non-diverse defendant in state court.” *Id.* at 461. In other words, “[j]oinder will be considered fraudulent when it is established that there can be no recovery against the defendant under the law of the state on the cause alleged.” *Whitaker v. Am. Telecasting, Inc.*, 261 F.3d 196, 207 (2d Cir. 2001) (internal citation and original brackets omitted).

19. This Court has stated that “the language ‘no possibility’ has been interpreted as meaning no ‘reasonable possibility’ or ‘no reasonable basis.’” *Doe v. Fed. Express Corp.*, No. 3:05-cv-1968, 2006 U.S. Dist. LEXIS 31825, \*4 (D. Conn. May 22, 2006) (Eginton, J.) (citing *In re Rezulin Prods. Liability Litig.*, 133 F. Supp. 2d at n.4).

20. There is no reasonable basis for a cause of action against Riverview Sales, Inc. under the allegations of Plaintiffs’ Complaint because Riverview Sales, Inc. is immune from Plaintiffs’ claims under federal law.

---

<sup>6</sup> Plaintiff Natalie Hammond also asserts claims for Wrongful Death, *see* Counts 31-33, even though she is not alleged to have died in the incident.

21. The Protection of Lawful Commerce in Arms Act, 15 U.S.C. § 7901 *et seq.* (hereafter, “PLCAA”), immunizes firearms sellers such as Riverview Sales, Inc. from claims for damages and other forms of relief arising from the criminal misuse of firearms by third parties. 15 U.S.C. §§ 7902, 7903(5)(a).<sup>7</sup> Congress declared that “[t]he manufacture, importation, possession, sale, and use of firearms and ammunition in the United States are heavily regulated by Federal, State and local laws” and those engaged in firearms sales “are not, and should not, be liable for the harm caused by those who criminally or unlawfully misuse” firearms. 15 U.S.C. §§ 7901(a)(4) & (a)(5).

22. The operative language of the PLCAA states that “[a] qualified civil liability action may not be brought in any Federal or State court” and “shall be immediately dismissed[.]” 15 U.S.C. § 7902. Congress defined a “qualified civil liability action” as:

[A] civil action or proceeding or an administrative proceeding brought by any person against a manufacturer or seller of a qualified product, or a trade association, for damages, punitive damages, injunctive or declaratory relief, abatement, restitution, fines, penalties, or other relief, resulting from the criminal or unlawful misuse of a qualified product by the person or by a third party ....”

---

<sup>7</sup> Every federal and state appellate court to address the constitutionality of the PLCAA has found it constitutional. *See City of New York v. Beretta U.S.A. Corp.*, 524 F.3d 384, 392-98 (2d Cir. 2008), *cert denied*, 129 S. Ct. 3320 (2009); *Ileto v. Glock*, 565 F.3d 1126, 1138-42 (9th Cir. 2009), *cert denied*, 130 S.Ct. 3320 (2010); *District of Columbia v. Beretta U.S.A. Corp.*, 940 A.2d 163, 172-82 (D.C. 2008), *cert denied*, 129 S. Ct. 1579 (2009); *Estate of Kim ex rel v. Coxe*, 295 P.3d 380, 388-92 (Alaska 2013); *Adames v. Sheehan*, 909 N.E.2d 742, 764-65 (Ill. 2009), *cert denied*, 130 S. Ct. 1014 (2009). In addition, at least two trial courts have issued opinions affirming the PLCAA’s constitutionality. *See Estate of Charlot v. Bushmaster Firearms, Inc.*, 628 F. Supp. 2d 174, 182-86 (D.D.C. 2009); *Gilland v. Sportsmen’s Outpost, Inc.*, 2011 WL 2479693, \*16-23 (Conn. Super. May 26, 2011). And numerous courts have applied the PLCAA to dismiss lawsuits without confronting challenges to its constitutionality. *See, e.g., Al-Salihi v. Gander Mountain, Inc.*, 2013 WL 5310214 (N.D.N.Y. Sept. 20, 2013); *Jeffries v. District of Columbia*, 916 F. Supp. 2d 42 (D.D.C. Jan. 8, 2013); *Bannerman v. Mountain State Pawn, Inc.*, 2010 WL 9103469 (N.D.W.Va. Nov. 5, 2011); *Ryan v. Hughes-Ortiz*, 81 Mass.App.Ct. 90 (Mass. App. 2012).



Docket No.

DONNA L. SOTO, Administratrix of the ) SUPERIOR COURT  
Estate of Victoria L. Soto, et al. )  
) J.D. OF FAIRFIELD  
v. ) AT BRIDGEPORT  
)  
BUSHMASTER FIREARMS INTERNATIONAL, ) January 14, 2015  
LLC, et al.

**NOTICE OF FILING NOTICE OF REMOVAL**

Pursuant to 28 USC § 1446(d), Defendants Remington Arms Company, LLC and Remington Outdoor Company, Inc., hereby provide written notice to all adverse parties and file herewith a copy of their Notice of Removal of this action to the United States District Court for the District of Connecticut, which Notice was filed in the United States District Court for the District of Connecticut on January 14, 2015.

Pursuant to 28 USC § 1446(d), the filing of this notice with the Clerk of this Court effects the removal of this action from the State Court to the United States District Court, "and the State Court shall proceed no further unless and until the case is remanded."

This 14th day of January, 2015.

Respectfully submitted,

/s/ Jonathan P. Whitcomb  
One of the Attorneys for Defendants,  
Remington Arms Company, LLC, and  
Remington Outdoor Company, Inc.

RECEIVED  
JAN 15 2015  
OFFICE OF THE CLERK  
SUPERIOR COURT  
AT BRIDGEPORT  
CONNECTICUT

2015 JAN 15 A 11:32

OFFICE OF THE CLERK  
SUPERIOR COURT

Jonathan P. Whitcomb (403763) ([jwhitcomb@dmoc.com](mailto:jwhitcomb@dmoc.com))  
Richard Castiglioni (101758) ([rcastiglioni@dmoc.com](mailto:rcastiglioni@dmoc.com))  
Matthew C. Wagner (428153) ([mwagner@dmoc.com](mailto:mwagner@dmoc.com))  
Jonathan J. Kelson (422087) ([jkelson@dmoc.com](mailto:jkelson@dmoc.com))  
Diserio Martin O'Connor & Castiglioni LLP  
One Atlantic Street  
Stamford, Connecticut 06901  
(203) 358-0800  
(203) 348-2321 fax

**CERTIFICATE OF SERVICE**

I hereby certify that on the 14<sup>th</sup> day of January, 2015, I caused to be served a copy of the foregoing document on all counsel of record listed below, via Federal Express.

Joshua D. Koskoff  
Alinor C. Sterling  
Katie Mesner-Hage  
Koskoff, Koskoff & Bieder, P.C.  
350 Fairfield Avenue  
Bridgeport, CT 06604  
Tel: 203-336-4421  
Fax: 203-368-3244

**Attorneys for Plaintiffs**

/s/ Jonathan P. Whitcomb (403763)  
One of the Attorneys for Defendants,  
Remington Arms Company, LLC, and  
Remington Outdoor Company, Inc.

15 U.S.C. § 7903(5)(A). A “qualified product” includes a firearm as defined in 18 U.S.C. §§ 921(a)(3)(A) & (B). 15 U.S.C. § 7903(4).

23. Congress’ intent was to “preempt common-law claims, such as general tort theories of liability.” *Ileto v. Glock, Inc.*, 565 F.3d 1126, 1135 (9th Cir. 2009). Congress created six narrow exceptions to the definition of a “qualified civil liability action” and immunity under the PLCAA:

(i) an action brought against a transferor convicted under section 924(h) of title 18, [United States Code,] or a comparable or identical State felony law, by a party directly harmed by the conduct of which the transferee is so convicted;

(ii) an action brought against a seller for negligent entrustment or negligence per se;

(iii) an action in which a manufacturer or seller of a qualified product knowingly violated a State or Federal statute applicable to the sale or marketing of the product, and the violation was a proximate cause of the harm for which relief is sought, including --

(I) any case in which the manufacturer or seller knowingly made any false entry in, or failed to make an appropriate entry in, any record required to be kept under Federal or State law with respect to the qualified product, or aided, abetted or conspired with any person in making any false entry or fictitious oral or written statement with respect to any fact material to the lawfulness of the sale or other disposition of a qualified product; or

(II) any case in which the manufacturer or seller aided, abetted, or conspired with any person to sell or otherwise dispose of a qualified product, knowing or having reasonable cause to believe, that the actual buyer of the qualified product was prohibited from possessing or receiving a firearm under subsection (g) or (n) of section 922 of title 18;

(iv) an action for breach of contract or warranty in connection with the purchase of the product;

(v) an action for death, physical injuries or property damage resulting directly from a defect in design or manufacture of the product, when used as intended or in a reasonably foreseeable manner, except that when the discharge of the product was caused by a volitional act that constituted a criminal offense, then such act shall be considered the sole proximate cause of any resulting death, personal injuries or property damage; or

(vi) an action or proceeding commenced by the Attorney General to enforce the provisions of chapter 44 of title 18 [18 U.S.C. §§ 921 et seq.] or chapter 53 of title 26 [26 U.S.C. §§ 5801 et seq.].

15 U.S.C. §§ 7903(5)(A)(i)-(vi). Congress expressly provided that no provision of the PLCAA is to be “construed to create a public or private cause of action or remedy.” 15 U.S.C. § 7903(5)(C).

24. Plaintiffs’ Complaint appears to allege that Riverview Sales, Inc. created a common law public nuisance, knowingly violated the Connecticut Unfair Trade Practices Act (“CUTPA”) and negligently entrusted the firearm to Nancy Lanza. (*See* Compl. at Count Three, ¶¶ 174-194.) Plaintiffs’ claims do not fit within any of the six exceptions to PLCAA immunity.<sup>8</sup>

25. One of the exceptions to PLCAA immunity is an action for negligent entrustment. 15 U.S.C. § 7903(5)(A)(ii). Congress defined negligent entrustment as follows:

As used in subparagraph (A)(ii), the term “negligent entrustment” means the supplying of a qualified product by a seller for use by another person when the seller knows, or reasonably should know, *the person to whom the product is supplied is likely to, and does, use the product* in a manner involving unreasonable risk of physical injury to the person or others.

15 U.S.C. § 7903(5)(B) (emphasis added). Thus, a negligent entrustment action against a

---

<sup>8</sup> Plaintiffs allege an additional claim against the Remington Defendants, which appears to be a product liability action based on a failure to design the firearm “with safety mechanisms that prevent the weapon from being fired by someone other than the purchaser.” (Compl. at Count One, ¶ 183.)

firearm seller must involve a sale of a firearm by a seller to the same person who thereafter “use[s]” the firearm to cause harm to himself or herself, or others. Here, Plaintiffs allege that Riverview Sales, Inc. sold the firearm to Nancy Lanza. (Compl. at ¶ 153.) They allege that nearly three years later Adam Lanza “used” the firearm to cause physical injuries to others. (*See id.* at ¶¶ 155, 166, 169, 170.) Plaintiffs cannot plead a negligent entrustment action against Riverview Sales, Inc. under the definition provided by Congress.

26. A second exception to PLCAA immunity is a claim against a seller for “knowingly violat[ing] a State or Federal statute applicable to the sale or marketing” of firearms. 15 U.S.C. § 7903(5)(A)(iii). Plaintiffs have not alleged that Riverview Sales, Inc. violated a statute applicable to the sale or marketing of firearms in selling the firearm to Nancy Lanza. Moreover, there is no reasonable basis on which such an allegation can be made because the sale was not made in violation of an applicable firearms statute. *See Report of the State’s Attorney for the Judicial District of Danbury on the Shootings at Sandy Hook Elementary School and 36 Yogananda Street, Newtown, Connecticut on December 14, 2012* at 36 (“All of the firearms . . . involved in these cases were legally purchased by the shooter’s mother.”) (available at [http://www.ct.gov/csao/lib/csao/Sandy\\_Hook\\_Final\\_Report.pdf](http://www.ct.gov/csao/lib/csao/Sandy_Hook_Final_Report.pdf) (last visited Jan. 13, 2014)).<sup>9</sup>

27. The exception for “knowingly violat[ing] a State or Federal statute applicable to the sale or marketing” of firearms does not encompass statutes of general application, but only those statutes that “expressly regulate firearms” or “that clearly can be said to implicate the purchase and sale of firearms.” *City of New York v. Beretta U.S.A. Corp.*, 524 F.3d 384, 403 (2d

---

<sup>9</sup> In analyzing improper joinder, “courts can look beyond the pleadings to determine if the pleadings can state a cause of action.” *Pampillonia*, 138 F.3d at 461-62 (considering affidavit to decide whether defendant was improperly joined); *see Oliva v. Bristol-Myers Squibb Co.*, No. 3:05-cv-486, 2005 U.S. Dist. LEXIS 35881, \*4-5 (D. Conn. Dec. 15, 2005); *In re Rezulin Prods. Liability Litig.*, 133 F. Supp. at 281-82.

Cir. 2008) (holding that New York criminal nuisance statute not “applicable to the sale or marketing of firearms”), *cert. denied*, 129 S. Ct. 3320 (2009); *Ileto*, 565 F.3d at 1135-36 (finding it “likely that Congress had in mind only ... statutes that regulate manufacturing, importing, selling, marketing, and using firearms or that regulate the firearms industry – rather than general tort theories that happened to have been codified by a given jurisdiction.”); *Estate of Charlot v. Bushmaster Firearms, Inc.*, 628 F.Supp. 2d 174, 180-81 (D.D.C. 2009) (holding that alleged violation of District of Columbia Assault Weapons Manufacturing Strict Liability Act not within the § 7903(5)(A)(iii) exception). The only statute referenced in Plaintiffs’ Complaint is CUTPA, a statute that does not expressly regulate or clearly implicate the regulation of firearms. CUTPA is a statute of general application that creates an action to recover an “ascertainable amount of money or property” resulting from unfair or deceptive business practices. Conn. Gen. Stat. § 42-110g. CUTPA is not the type of statute “Congress had in mind” as a predicate statute for immunity under § 7903(5)(A)(iii). *See Ileto*, 565 F.3d at 1135-36.<sup>10</sup>

28. Plaintiffs’ allegation that Riverview Sales, Inc.’s “conduct” *in* selling the firearm to Nancy Lanza “constituted a public nuisance” also does not fit within any of the six exceptions to firearm seller immunity. *See* 15 U.S.C. §§ 7903(5)(A)(i)-(vi); *City of New York*, 524 F.3d at 403 (ordering dismissal of nuisance claim as barred by the PLCAA); *Ileto*, 565 F.3d at 1126 (general tort theories of liability preempted by the PLCAA, including public nuisance claim). Congress did not provide an exception to immunity under the PLCAA based on common law public nuisance.

29. Nor did Congress create an exception to immunity based on ordinary negligence.

---

<sup>10</sup> CUTPA is also not the type of statute that can serve as the basis for a negligence per se claim under Connecticut law, and thus cannot be the basis for a negligence per se claim within the § 7903(5)(A)(ii) exception to immunity. *See generally Gore v. Peoples Savings Bank*, 235 Conn. 360 (1995).

*Ileto*, 565 F.3d at 1135-36 (“Congress clearly intended to preempt common law claims, such as general tort theories of liability[,]” including “classic negligence” claims); *Gilliand v. Sportsmen’s Outpost, Inc.*, 2011 WL 2479693, \*16 (Conn. Super. May 26, 2011) (“[I]t is clear that ... a ‘qualified civil liability action’ ... includes cases where it is alleged that gun sellers negligently cause harm.”); *Estate of Kim ex rel. Alexander v. Coxe*, 295 P.2d 3d 380, 386 (Alaska 2013) (“The statutory exceptions [under the PLCAA] do not include general negligence, and reading a general negligence exception into the statute would make the negligence per se and negligent entrustment exceptions a surplussage.”).

30. In sum, there is no reasonable basis for a cause of action against Riverview Sales, Inc. Under the facts pleaded by Plaintiffs, Riverview Sales, Inc. is immune from liability under the PLCAA and has been improperly joined as a defendant in this case.

#### **AMOUNT IN CONTROVERSY**

31. This Court has jurisdiction pursuant to 28 U.S.C. § 1332 because the amount in controversy is greater than \$75,000, exclusive of interest and costs.

32. Removing defendants must show that it appears “to a reasonable probability” that the claimed amount in controversy exceeds the statutory jurisdictional threshold. *Mehlenbacher v. Akzo Nobel Salt, Inc.*, 216 F.3d 291, 296 (2d Cir. 2000). If it is facially apparent from the plaintiffs’ complaint that the amount in controversy exceeds the removal threshold, the amount in controversy requirement is satisfied.

33. Nine Plaintiffs assert thirty (30) wrongful death claims and one plaintiff asserts a personal injury claim. Together, they seek (1) monetary damages (for *e.g.*, “Terror”; “ante-mortem pain and suffering”; “destruction of the ability to enjoy life’s activities”; “destruction of earning capacity”; “pain and suffering”; “severe, permanent and painful injuries”; “medical

expenses”; and “death”), (2) punitive damages, (3) attorneys’ fees, (4) costs, and (5) injunctive relief. (See Compl. at “WHEREFORE” clause; and *e.g.*, Count One, ¶¶ 192-193 and Count Thirty-three, ¶¶ 193-194.) Given the multiplicity of Plaintiffs and their multiple claims against multiple defendants, the Complaint, on its face, seeks compensation far in excess of the jurisdictional threshold of \$75,000. (See Declaration of Counsel, attached as Exhibit D.)

34. Because both of the requirements for federal diversity jurisdiction under 28 U.S.C § 1332 are satisfied, *i.e.*, complete diversity of citizenship exists between the Plaintiffs, on the one hand, and the Remington Defendants, the Camfour Defendants and David LaGuercia, on the other hand, and the amount in controversy exceeds the statutory minimum, this action is properly removed.

35. Prompt written notice of this Notice of Removal is being sent to Plaintiffs through their counsel, and a copy of this Notice of Removal is being filed with the Clerk of the Superior Court of the Judicial District of Fairfield County (at Bridgeport), as required by 28 U.S.C. § 1446(d).

WHEREFORE, Defendants, Remington Arms Company, LLC and Remington Outdoor Company, Inc., hereby give notice that this action is removed from the Superior Court of the Judicial District of Fairfield County (at Bridgeport) to the United States District Court for the District of Connecticut.

Dated: January 14, 2015.

Respectfully submitted,

/s/ Jonathan P. Whitcomb  
One of the Attorneys for Defendants,  
Remington Arms Company, LLC, and  
Remington Outdoor Company, Inc.

Jonathan P. Whitcomb (CT15014) ([jwhitcomb@dmoc.com](mailto:jwhitcomb@dmoc.com))

Richard Castiglioni (CT07280) ([rcastiglioni@dmoc.com](mailto:rcastiglioni@dmoc.com))

Matthew C. Wagner (CT25926) ([mwagner@dmoc.com](mailto:mwagner@dmoc.com))

Jonathan J. Kelson (CT26755) ([jkelson@dmoc.com](mailto:jkelson@dmoc.com))

Diserio Martin O'Connor & Castiglioni LLP

One Atlantic Street

Stamford, Connecticut 06901

(203) 358-0800

(203) 348-2321 fax

James B. Vogts (*pro hac vice* application forthcoming) ([jvogts@smbtrials.com](mailto:jvogts@smbtrials.com))

Andrew A. Lothson (*pro hac vice* application forthcoming) ([alothson@smbtrials.com](mailto:alothson@smbtrials.com))

Swanson, Martin & Bell, LLP

330 North Wabash, Suite 3300

Chicago, IL 60611

(312) 321-9100

**Attorneys for Defendants,  
Remington Arms Company, LLC, and  
Remington Outdoor Company, Inc.**

**CERTIFICATE OF SERVICE**

I hereby certify that on the 14<sup>th</sup> day of January, 2015, I caused to be served a copy of the foregoing document on all counsel of record listed below, via the Court's ECF system and Federal Express.

Joshua D. Koskoff  
Alinor C. Sterling  
Katie Mesner-Hage  
Koskoff, Koskoff & Bieder, P.C.  
350 Fairfield Avenue  
Bridgeport, CT 06604  
Tel: 203-336-4421  
Fax: 203-368-3244

**Attorneys for Plaintiffs**

/s/ Jonathan P. Whitcomb  
One of the Attorneys for Defendants,  
Remington Arms Company, LLC, and  
Remington Outdoor Company, Inc.

# **EXHIBIT A**



**Service of Process  
Transmittal**

12/15/2014  
CT Log Number 526238625

**TO:** Legal Department  
Remington Arms Company, Inc.  
PO Box 700  
Madison, NC 27025-0700

**RE: Process Served in Connecticut**

**FOR:** Remington Outdoor Company, Inc. (Domestic State: DE)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Donna L. Soto, Administratrix of the Estate of Victoria L. Soto, et al.,  
Pltfs. vs. Bushmaster Firearms International, LLC, etc., et al. including Remington  
Outdoor Company, Inc., Dfts.

**DOCUMENT(S) SERVED:** Summons, Introduction, Instructions, Exhibit(s)

**COURT/AGENCY:** Fairfield at Bridgeport Superior Court Judicial District, CT  
Case # None

**NATURE OF ACTION:** Wrongful Death - Bushmaster AR-15 rifle, model XM15-E2S

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Hartford, CT

**DATE AND HOUR OF SERVICE:** By Process Server on 12/15/2014 at 15:30

**JURISDICTION SERVED:** Connecticut

**APPEARANCE OR ANSWER DUE:** 02/03/15

**ATTORNEY(S) / SENDER(S):** Joshua D. Koskoff  
Koskoff, Koskoff & Bieder, P.C.  
350 Fairfield Avenue  
Bridgeport, CT 06604  
203-336-4421

**REMARKS:** The documents received have been modified to reflect the name of the entity being  
served.

**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex 2 Day , 772241424171  
Email Notification, Legal Department lauren.coe@remington.com

**SIGNED:** C T Corporation System  
**ADDRESS:** One Corporate Center  
Hartford, CT 06103-3220  
**TELEPHONE:** 860-724-9044

**SUMMONS - CIVIL**

JD-CV-1 Rev. 9-14  
C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a,  
52-48, 52-259, P.B. Secs. 3-1 through 3-21, 6-1

**STATE OF CONNECTICUT  
SUPERIOR COURT**  
www.jud.ct.gov

See other side for instructions

TO: Any proper officer, BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

- "X" if amount, legal interest or property in demand, not including interest and costs is less than \$2,500.
- "X" if amount, legal interest or property in demand, not including interest and costs is \$2,500 or more.
- "X" if claiming other relief in addition to or in lieu of money or damages.

Address of court clerk where writ and other papers shall be filed (Number, street, town and zip code) (C.G.S. §§ 51-346, 51-350)		Telephone number of clerk (with area code)	Return Date (Must be a Tuesday)
1061 Main Street, Bridgeport, CT 06604		( 203 ) 579-6527	February 3, 2015 Month Day Year
<input checked="" type="checkbox"/> Judicial District	G.A. Number: <input type="checkbox"/>	At (Town in which writ is returnable) (C.G.S. §§ 51-346, 51-349)	Case type code (See list on page 2)
<input type="checkbox"/> Housing Session		Bridgeport	Major: T Minor: 90

**For the Plaintiff(s) please enter the appearance of:**

Name and address of attorney, law firm or plaintiff if self-represented (Number, street, town and zip code)	Juris number (to be entered by attorney only)
Joshua D. Koskoff, Koskoff, Koskoff & Bieder, 350 Fairfield Avenue, Bridgeport, CT 06604	032250
Telephone number (with area code)	Signature of Plaintiff (if self-represented)
( 203 ) 336-4421	

The attorney or law firm appearing for the plaintiff, or the plaintiff if self-represented, agrees to accept papers (service) electronically in this case under Section 10-13 of the Connecticut Practice Book.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Email address for delivery of papers under Section 10-13 (if agreed to)
		jkoskoff@koskoff.com

Number of Plaintiffs: 11	Number of Defendants: 11	<input checked="" type="checkbox"/> Form JD-CV-2 attached for additional parties
--------------------------	--------------------------	--

Parties	Name (Last, First, Middle Initial) and Address of Each party (Number; Street; P.O. Box; Town; State; Zip; Country, if not USA)	
First Plaintiff	Name: Soto, Donna L., Administratrix of the Estate of Victoria L. Soto, Deceased Address: 158 Knowlton Street, Stratford, CT 06615	P-01
Additional Plaintiff	Name: Hockley, Ian and Nicole, Co-Administrators of the Estate of Dylan C. Hockley Address: 61 Charter Ridge Drive, Sandy Hook, CT 06482	P-02
First Defendant	Name: Bushmaster Firearms International, LLC aka Freedom Group, Inc. aka Remington Outdoor Company, Inc. Address: Corp Trust Ctr, 1209 Orange Street, Wilmington, DE/870 Remington Drive, Madison, NC 27025-8331	D-01
Additional Defendant	Name: Freedom Group, Inc aka Freedom Group aka Freedom Group, LLC aka Remington Outdoor Company Address: Secretary, 870 Remington Drive, Madison, NC 27025/CT Corp System, 1 Corporate Center, Hartford, CT	D-02
Additional Defendant	Name: Bushmaster Firearms aka Freedom Group, Inc. aka Remington Outdoor Company, Inc. Address: Secretary, 999 Roosevelt Trail, Windham, ME 04062; CT Corp System, 1 Corporate Center, Hartford, CT	D-03
Additional Defendant	Name: Bushmaster Firearms, Inc. aka Freedom Group, Inc. aka Remington Outdoor Company, Inc. Address: Secretary, 999 Roosevelt Trail, Windham, ME 04062; CT Corp System, 1 Corporate Center, Hartford, CT	D-04

**Notice to Each Defendant**

- YOU ARE BEING SUED.** This paper is a Summons in a lawsuit. The complaint attached to these papers states the claims that each plaintiff is making against you in this lawsuit.
- To be notified of further proceedings, you or your attorney must file a form called an "Appearance" with the clerk of the above-named Court at the above Court address on or before the second day after the above Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to come to court.
- If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default. The "Appearance" form may be obtained at the Court address above or at [www.jud.ct.gov](http://www.jud.ct.gov) under "Court Forms."
- If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately contact your insurance representative. Other action you may have to take is described in the Connecticut Practice Book which may be found in a superior court law library or on-line at [www.jud.ct.gov](http://www.jud.ct.gov) under "Court Rules."
- If you have questions about the Summons and Complaint, you should talk to an attorney quickly. **The Clerk of Court is not allowed to give advice on legal questions.**

Signed (Sign and "X" proper box)	<input checked="" type="checkbox"/> Commissioner of the Superior Court <input type="checkbox"/> Assistant Clerk	Name of Person Signing at Left	Date signed
		Joshua D. Koskoff	12/13/2014

If this Summons is signed by a Clerk: a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts. b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law. c. The Clerk is not permitted to give any legal advice in connection with any lawsuit. d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service of the Summons or Complaint.	<b>For Court Use Only</b>	
	File Date	
	<b>A TRUE COPY ATTEST:</b>	
	<b>CHARLES J. FISHER, JR.</b> CLERK OF SUPERIOR COURT HARTFORD COUNTY	

I certify I have read and understand the above:	Signed (Self-Represented Plaintiff)	Date

Name and address of person recognized to prosecute in the amount of \$250	
Diana Orozco, 350 Fairfield Avenue, Bridgeport, CT 06604	

Signed (Official taking recognition; "X" proper box)	<input checked="" type="checkbox"/> Commissioner of the Superior Court <input type="checkbox"/> Assistant Clerk	Date	Docket Number
		12/13/2014	

**Instructions**

1. Type or print legibly; sign summons.
2. Prepare or photocopy a summons for each defendant.
3. Attach the original summons to the original complaint, and attach a copy of the summons to each copy of the complaint. Also, if there are more than 2 plaintiffs or more than 4 defendants prepare form JD-CV-2 and attach it to the original and all copies of the complaint.
4. After service has been made by a proper officer, file original papers and officer's return with the clerk of court.
5. The party recognized to pay costs must appear personally before the authority taking the recognizance.
6. Do not use this form for the following actions:

- (a) Family matters (for example divorce, child support, custody, paternity, and visitation matters).
- (b) Summary process actions.
- (c) Applications for change of name.

- (d) Probate appeals.
- (e) Administrative appeals.
- (f) Proceedings pertaining to arbitration.
- (g) Any actions or proceedings in which an attachment, garnishment or replevy is sought.

**ADA NOTICE**

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at [www.jud.ct.gov/ADA](http://www.jud.ct.gov/ADA).

**Case Type Codes**

Major Description	Codes Major/Minor	Minor Description	Major Description	Codes Major/Minor	Minor Description
<b>Contracts</b>	C 00	Construction - All other	<b>Torts (Other than Vehicular)</b>	T 02	Defective Premises - Private - Snow or Ice
	C 10	Construction - State and Local		T 03	Defective Premises - Private - Other
	C 20	Insurance Policy		T 11	Defective Premises - Public - Snow or Ice
	C 30	Specific Performance		T 12	Defective Premises - Public - Other
	C 40	Collections		T 20	Products Liability - Other than Vehicular
	C 90	All other		T 28	Malpractice - Medical
<b>Eminent Domain</b>	E 00	State Highway Condemnation		T 29	Malpractice - Legal
	E 10	Redevelopment Condemnation		T 30	Malpractice - All other
	E 20	Other State or Municipal Agencies		T 40	Assault and Battery
	E 30	Public Utilities & Gas Transmission Companies		T 50	Defamation
	E 90	All other	T 61	Animals - Dog	
<b>Miscellaneous</b>	M 00	Injunction	T 69	Animals - Other	
	M 10	Receivership	T 70	False Arrest	
	M 20	Mandamus	T 71	Fire Damage	
	M 30	Habeas Corpus (extradition, release from Penal Institution)	T 90	All other	
	M 40	Arbitration	<b>Vehicular Torts</b>	V 01	Motor Vehicles* - Driver and/or Passenger(s) vs. Driver(s)
	M 50	Declaratory Judgment		V 04	Motor Vehicles* - Pedestrian vs. Driver
	M 63	Bar Discipline		V 05	Motor Vehicles* - Property Damage only
	M 66	Department of Labor Unemployment Compensation Enforcement		V 06	Motor Vehicle* - Products Liability including Warranty
	M 68	Bar Discipline - Inactive Status		V 09	Motor Vehicle* - All other
	M 70	Municipal Ordinance and Regulation Enforcement		V 10	Boats
	M 80	Foreign Civil Judgments - C.G.S. 52-604 & C.G.S. 50a-30		V 20	Airplanes
	M 82	Housing Civil Matters		V 30	Railroads
	M 83	Small Claims Transfer to Regular Docket		V 40	Snowmobiles
	M 84	Foreign Protective Order		V 90	All other
M 90	All other		*Motor Vehicles include cars, trucks, motorcycles, and motor scooters.		
<b>Property</b>	P 00	Foreclosure	<b>Wills, Estates and Trusts</b>	W 10	Construction of Wills and Trusts
	P 10	Partition		W 90	All other
	P 20	Quiet Title/Discharge of Mortgage or Lien			
	P 30	Asset Forfeiture			
	P 90	All other			

**CIVIL SUMMONS  
CONTINUATION OF PARTIES**

**STATE OF CONNECTICUT  
SUPERIOR COURT**

JD-CV-2 Rev. 4-97

FIRST NAMED PLAINTIFF (Last, First, Middle Initial)

Soto, Donna L., Administrator of the Estate of Victoria L. Soto, Deceased

FIRST NAMED DEFENDANT (Last, First, Middle Initial)

Bushmaster Firearms International, LLC

ADDITIONAL PLAINTIFFS		
NAME (Last, First, Middle Initial, if individual)	ADDRESS (No., Street, Town and ZIP Code)	CODE
Sherlach, William, Executor of the Estate of Mary J. Sherlach	33 Vintage Road, Trumbull, CT 06611	03
Sherlach, William	33 Vintage Road, Trumbull, CT 06611	04
Pozner, Leonard, Administrator of the Estate of Noah S. Pozner	2615 Main Street, #322, Newtown, CT 06470	05
Rousseau, Gilles J., Administrator of the Estate of Lauren G. Rousseau	67 Horse Fence Hill Road, Southbury, CT 06488	06
Wheeler, David C., Administrator of the Estate of Benjamin A. Wheeler	10 Lakeview Terrace, Sandy Hook, CT 06482	07
Heslin, Neil and Lewis, Scarlett, Co-Administrators of the Estate of Jesse McCord Lewis	6 Great Ring Road, Sandy Hook, CT 06482	08
Barden, Mark and Jacqueline, Co-Administrators of the Estate of Daniel G. Barden	35 Paugussett Road, Sandy Hook, CT 06482	09
D'Avino, Mary, Administratrix of the Estate of Rachel M. D'Avino	48 Deerwood Drive, Bethlehem, CT 06751	10
Hammond, Natalie	108 Munn Road, Southbury, CT 06488	11
		12
		13

ADDITIONAL DEFENDANTS		
NAME (Last, First, Middle Initial, if individual)	ADDRESS (No., Street, Town and ZIP Code)	CODE
Bushmaster Holdings, LLC aka Freedom Group, Inc. aka Remington Outdoor Company Inc.	Corporation Trust Center, 1209 Orange St. Wilmington, DE/CT Corp. System, One Corporate Center, 11th Fl., Hartford, CT	54
Remington Arms Co, LLC aka Bushmaster Firearms Int., Inc. aka Freedom Group, Inc aka Remington Outdoor Co.	Corp. Trust Center, 1209 Orange Street, Wilmington, DE/CT Corp System, One Corporate Center, 11th Fl., Hartford, CT	55
Remington Outdoor Company, Inc. aka Freedom Group, Inc.	CT Corp. System, 1 Corporate Ctr, 11th Fl, Hartford, CT 06103-3220/ Secretary, 870 Remington Drive, Madison, NC 27025-8331	56
Camfour, Inc.	Secretary, 65 Westfield Industrial Park Road, Westfield, MA 01085-1693/Bryan R. Stefano, 1776 Main St., Springfield, MA 01102	57
Camfour Holding, LLP a/k/a Camfour Holding, Inc.	Secretary, 65 Westfield Industrial Park Road, Westfield, MA 01085-1693/Bryan R. Stefano, 1776 Main St., Springfield, MA 01102	58
Riverview Sales, Inc.	Agent for Service: Varunes & Associates, 5 Grand Street, Hartford, CT 06106	59
David LaGuercia	1100 River Road, Agawam, MA 01001/119 Walnut Street, Agawam, MA 01001	60

	61	FOR COURT USE ONLY - FILE DATE
	62	
	63	

RETURN DATE: FEBRUARY 3, 2015 : SUPERIOR COURT  
:  
DONNA L. SOTO, ADMINISTRATRIX OF :  
THE ESTATE OF VICTORIA L. SOTO; : JUDICIAL DISTRICT OF  
IAN AND NICOLE HOCKLEY, : FAIRFIELD  
CO-ADMINISTRATORS OF THE :  
ESTATE OF DYLAN C. HOCKLEY; :  
WILLIAM D. SHERLACH, EXECUTOR : AT BRIDGEPORT  
OF THE ESTATE OF MARY JOY SHERLACH;  
WILLIAM D. SHERLACH, INDIVIDUALLY; :  
LEONARD POZNER, ADMINISTRATOR OF :  
THE ESTATE OF NOAH S. POZNER; :  
GILLES J. ROUSSEAU, ADMINISTRATOR :  
OF THE ESTATE OF LAUREN G. :  
ROUSSEAU; DAVID C. WHEELER, :  
ADMINISTRATOR OF THE ESTATE OF :  
BENJAMIN A. WHEELER; :  
NEIL HESLIN AND SCARLETT LEWIS, :  
CO-ADMINISTRATORS OF THE ESTATE OF :  
JESSE MCCORD LEWIS; :  
MARK AND JACQUELINE BARDEN, :  
CO-ADMINISTRATORS OF THE ESTATE OF :  
DANIEL G. BARDEN; MARY D'AVINO, :  
ADMINISTRATRIX OF THE ESTATE :  
OF RACHEL M. D'AVINO; and :  
NATALIE HAMMOND :

VS.

BUSHMASTER FIREARMS :  
INTERNATIONAL, LLC a/k/a FREEDOM :  
GROUP, INC. a/k/a REMINGTON OUTDOOR :  
GROUP, INC; FREEDOM GROUP, INC. a/k/a :  
FREEDOM GROUP a/k/a FREEDOM GROUP, :  
LLC a/k/a REMINGTON OUTDOOR :  
COMPANY; BUSHMASTER FIREARMS a/k/a :  
FREEDOM GROUP a/k/a REMINGTON :  
OUTDOOR COMPANY, INC.; BUSHMASTER :  
FIREARMS, INC. a/k/a FREEDOM GROUP, :  
INC. a/k/a REMINGTON OUTDOOR :  
COMPANY, INC.; BUSHMASTER :  
HOLDINGS, LLC a/k/a FREEDOM GROUP, :  
INC. a/k/a REMINGTON OUTDOOR :  
COMPANY, INC.; REMINGTON ARMS CO., :  
LLC, a/k/a BUSHMASTER FIREARMS INT., :  
INC., a/k/a FREEDOM GROUP, INC. a/k/a :

REMINGTON OUTDOOR CO.; REMINGTON :  
OUTDOOR COMPANY, INC. a/k/a :  
FREEDOM GROUP, INC.; CAMFOUR, INC.; :  
CAMFOUR HOLDING, LLP a/k/a CAMFOUR :  
HOLDING, INC.; RIVERVIEW SALES, INC.; :  
DAVID LAGUERCIA : DECEMBER 13, 2014

## INTRODUCTION

1. This is a civil action for damages and injunctive relief stemming from the shooting at Sandy Hook Elementary School on December 14, 2012.
2. In less than five minutes, 20 first-grade children and 6 adults were killed. Two others were wounded.
3. The number of lives lost in those 264 seconds was made possible by the shooter's weapon of choice: a Bushmaster AR-15 rifle, model XM15-E2S.
4. The AR-15 was designed as a military weapon, and it has always excelled on the battlefield. Born out of the exigencies of modern combat, the AR-15 was engineered to deliver maximum carnage with extreme efficiency.
5. The AR-15 proved to be very good at its job. It has endured as the United States Army's standard-issue rifle and has more recently become a valuable law enforcement weapon. In both contexts, the AR-15 is subject to strict safety measures, including advanced training and regimented storage.
6. The AR-15, however, has little utility for legitimate civilian purposes. The rifle's size and overwhelming firepower, so well adapted to the battlefield, are in fact liabilities in home defense.
7. But there is one tragically predictable civilian activity in which the AR-15 reigns supreme: mass shootings. Time and again, mentally unstable individuals and criminals have acquired an AR-15 with ease, and they have unleashed the rifle's lethal power into our streets, our malls, our places of worship, and our schools.
8. Defendants – makers and sellers of the XM15-E2S rifle – have, like all Americans, watched mass shootings become a harrowing yet predictable part of modern life.
9. Defendants know that, as a result of selling AR-15s to the civilian market, individuals unfit to operate these weapons gain access to them.
10. And defendants know that the AR-15's military firepower, unsuited to home defense or recreation, enables an individual in possession of the weapon to inflict unparalleled civilian carnage.

11. Despite that knowledge, defendants continued to sell the XM15-E2S rifle to the civilian market.

12. In order to continue profiting from the sale of AR-15s, defendants chose to disregard the unreasonable risks the rifle posed outside of specialized, highly regulated institutions like the armed forces and law enforcement.

13. Plaintiffs seek nothing more and nothing less than accountability for the consequences of that choice.

#### PARTIES

14. Defendant Bushmaster Firearms, also known as B.F.I. and B.F.I., Inc., was a Maine corporation created in 1973 and located in Windham, Maine. Bushmaster Firearms manufactured and sold AR-15s. Bushmaster Firearms is now part of Freedom Group, Inc.

15. Defendant Bushmaster Firearms, Inc. was another Maine corporation that manufactured and sold AR-15s. Upon information and belief, Bushmaster Firearms, Inc. manufactured and sold AR-15s. Bushmaster Firearms, Inc. is now part of Freedom Group, Inc.

16. Defendant Bushmaster Firearms International, LLC was a Delaware corporation that was formed in 2006. (When originally created, it was named Rambo Acquisition, LLC.) According to corporate filings, Bushmaster Firearms International, LLC was merged into Remington Arms Company, LLC in 2011.

17. At all relevant times, Bushmaster Firearms International, LLC manufactured and sold AR-15s.

18. Upon information and belief, Bushmaster Firearms International, LLC manufactured the XM15-E2S that was used in the shooting at Sandy Hook Elementary School on December 14, 2012.

19. Defendant Remington Arms Company, LLC is a Delaware limited liability corporation. Defendant Bushmaster Firearms International, LLC was merged into Defendant Remington Arms Company, LLC in 2011. At all relevant times, Remington Arms Company, LLC manufactured and sold AR-15s.

20. Defendant Bushmaster Holdings, LLC was incorporated in 2006 and operated as a holding company for Bushmaster Firearms International, Inc. Bushmaster Holdings, LLC merged into Freedom Group, Inc. in 2009.

21. Defendant Freedom Group, Inc., which is also sometimes called Freedom Group and Freedom Group, LLC is a Delaware corporation originally formed under another name in 2007. Freedom Group, Inc. is one of the world's largest manufacturers and dealers in firearms, ammunition, and related accessories.

22. Upon information and belief, from 2006 on, Freedom Group, Inc. controlled, marketed and sold the Bushmaster brand. Upon information and belief, during this time period Freedom Group, Inc. sold Bushmaster brand products directly to retail stores.

23. Defendant Remington Outdoor Company, Inc. is a corporation formed in 2009 that is engaged in the business of manufacturing and selling AR-15s. Freedom Group, Inc., which upon information and belief at all relevant times controlled the Bushmaster brand, was renamed Remington Outdoor Company, Inc.

24. Upon information and belief, Defendants Bushmaster Firearms; Bushmaster Firearms, Inc.; Bushmaster Firearms International, LLC; Remington Arms Company, LLC; Bushmaster Holdings, LLC; Freedom Group, Inc.; and Remington Outdoor Company, Inc. are functionally one entity and are hereinafter referred to as the "Bushmaster Defendants."

25. The Bushmaster Defendants manufacture and sell firearms and ammunition under the Bushmaster brand name.

26. The Bushmaster Defendants, one or more of them, manufactured and sold the Bushmaster XM15-E2S rifle that was used in the shooting at Sandy Hook Elementary School on December 14, 2012.

27. Defendant Camfour, Inc. is a Massachusetts corporation. Camfour, Inc. was at all relevant times a distributor of firearms and was federally licensed to deal in firearms.

28. Defendant Camfour Holding, Inc. aka Camfour Holding, LLP is a Massachusetts corporation. Upon information belief, Camfour Holding, Inc. aka Camfour Holding, LLP is functionally the same entity as Camfour, Inc. These entities are hereinafter referred to as the "Camfour Defendants."

29. Upon information and belief, the Camfour Defendants purchased the Bushmaster XM15-E2S rifle that was used in the shooting at Sandy Hook Elementary School from the Bushmaster Defendants.

30. The Camfour Defendants are qualified product sellers within the meaning of 15 U.S.C. § 7903(6).

31. Upon information and belief, the Camfour Defendants sold the Bushmaster XM15-E2S rifle that was used in the shooting at Sandy Hook Elementary School to the Riverview Defendants, as described below.

32. Defendant Riverview Gun Sales, Inc. aka Riverview Gun Sales is a retail gun store located in East Windsor, Connecticut. The Bushmaster XM15-E2S rifle that was used in the shooting at Sandy Hook Elementary School on December 14, 2012 was purchased from Riverview Gun Sales.

33. Defendant David LaGuercia is or was the federally licensed firearms dealer who through Riverview Gun Sales, Inc. sold the Bushmaster XM15-E2S rifle that was used in the shooting at Sandy Hook Elementary School.

34. Riverview Gun Sales, Inc. and David LaGuercia are hereafter referred to as the "Riverview Defendants." The Riverview Defendants are qualified product sellers within the meaning of 15 U.S.C. § 7903(6).

35. On February 7, 2013, Plaintiff Donna L. Soto was appointed Administratrix of the Estate of Victoria Leigh Soto. A copy of the fiduciary certificate is attached hereto as Plaintiffs' Exhibit A.

36. On December 3, 2014, Plaintiffs Ian and Nicole Hockley were appointed Co-Administrators of the Estate of Dylan Christopher Jack Hockley. A copy of the fiduciary certificate is attached hereto as Plaintiffs' Exhibit B.

37. On December 4, 2014, Plaintiff David C. Wheeler was appointed Administrator of the Estate of Benjamin A. Wheeler. A copy of the fiduciary certificate is attached hereto as Plaintiffs' Exhibit C.

38. On January 22, 2013, Plaintiff Mary A. D'Avino was appointed Administratrix of the Estate of Rachel Marie D'Avino a/k/a Rachel M. D'Avino. A copy of the fiduciary certificate is attached hereto as Plaintiffs' Exhibit D.

39. On December 8, 2014, Plaintiffs Mark and Jacqueline Barden were appointed Co-Administrators of the Estate of Daniel G. Barden. A copy of the fiduciary certificate is attached hereto as Plaintiffs' Exhibit E.

40. On March 7, 2013, Plaintiff William D. Sherlach was appointed Executor of the Estate of Mary Joy Sherlach. A copy of the fiduciary certificate is attached hereto as Plaintiffs' Exhibit F. Mr. Sherlach also brings this action in his individual capacity for loss of consortium.

41. On December 9, 2014, Plaintiffs Neil Heslin and Scarlett Lewis were appointed Co-Administrators of the Estate of Jesse McCord Lewis. A copy of the fiduciary certificate is attached hereto as Plaintiffs' Exhibit G.

42. On December 10, 2014, Plaintiff Leonard Pozner was appointed Administrator of the Estate of Noah Samuel Pozner. A copy of the fiduciary certificate is attached hereto as Plaintiffs' Exhibit H.

43. On January 3, 2013, Plaintiff Gilles J. Rousseau was appointed Administrator of the Estate of Lauren G. Rousseau. A copy of the fiduciary certificate is attached hereto as Plaintiffs' Exhibit I.

44. Plaintiff Natalie Hammond brings this action in her individual capacity for injuries suffered on December 14, 2012.

## THE GUN

### A. The Bushmaster XM15-E2S is a Military Weapon

45. Bushmaster's XM15-E2S is an AR-15 rifle, a weapon adopted by the United States military and other armed forces around the world because of its efficiency as a military assault rifle.

46. After World War II, the U.S. Army's Operations Research Office analyzed over three million casualty reports from World War I and World War II. In its final report, the group observed that modern combat occurred at short range and was highly mobile. More importantly, they determined that the number one predictor of casualties was the total number of shots fired.

47. These findings led the U.S. Army to develop specifications for a new combat weapon: a lightweight firearm that would hold a large detachable magazine and rapidly expel ammunition with enough velocity to penetrate body armor and steel helmets.

48. A company called Armalite designed the AR-15 in response. Lightweight, air-cooled, gas-operated, and magazine-fed, the AR-15's capacity for rapid fire with limited recoil meant its lethality was not dependent on good aim or ideal combat conditions.

49. After extensive testing, the military concluded that a five-man squad armed with AR-15s had equal or superior "hit-and-kill" potential in combat situations when compared with an 11-man squad armed with M14 rifles, the AR-15's predecessor. Troops field-testing the AR-15 reported instantaneous deaths, as well as routine amputations, decapitations, and massive body wounds. The military ultimately adopted the AR-15 as its standard-issue service rifle, renaming it the M16.

50. After Armalite sold its licensing rights, Colt took over its military contracts and began manufacturing the M16.

51. Today, Colt remains the largest supplier of combat rifles to the military.

52. Bushmaster, meanwhile, holds the distinction of being the largest supplier of combat rifles to civilians.

53. The XM15-E2S is one such rifle.

### B. A "Civilian" Weapon Designed for Combat

54. As an AR-15 rifle, the Bushmaster XM15-E2S is essentially indistinguishable from its military sibling, the M16. Both weapons are designed for mass casualty assaults. Both share design features of exceptional muzzle velocity, the ability to accommodate large-capacity magazines, and effective rapid fire.

#### Muzzle Velocity

55. The term "muzzle velocity" refers to the speed a bullet possesses at the moment it leaves the muzzle of a firearm.

56. The velocity of a bullet on impact is the main determinant of its destructive capacity.

57. Typical handgun muzzle velocities range from approximately 750 feet per second to approximately 1,300 feet per second.

58. Because longer barrels give the ammunition's propellant more time to work, long guns eject projectiles at significantly higher velocities than short-barreled firearms.

59. AR-15 rifles like the XM15-E2S are capable of propelling ammunition at 4,000 feet per second, which multiplies the lethality of each hit.

60. According to a study by physicians who performed autopsies on soldiers killed by gunfire in Iraq, the greater the speed of the bullet on impact, the greater the extent of tissue deterioration. The study found that rounds with a velocity exceeding 2,500 feet per second cause a shockwave to pass through the body upon impact that results in catastrophic injuries even in areas remote to the direct wound.

#### Large-Capacity Magazines

61. In addition to exceptional muzzle velocity, AR-15 rifles are also designed to accept large-capacity magazines.

62. Such magazines were first designed and produced for the military in order to increase the firepower of U.S. infantry by minimizing time spent reloading.

63. "Civilian" AR-15 rifles, including the XM15-E2S, are manufactured to be compatible with large capacity magazines.

#### Effective Rapid Fire

64. All AR-15 rifles, including the XM15-E2S, can empty their magazines with exceptional speed.

65. The rifles carried by U.S. forces are capable of both full automatic and semiautomatic fire. Full automatic fire can empty a 30-round magazine in two seconds. Semiautomatic fire can empty the same 30-round magazine in approximately ten seconds.

66. The United States Army considers semiautomatic fire more effective than automatic fire in most combat situations.

67. "Civilian" semiautomatic rifles like the XM15-E2S, therefore, are capable of the same rapid fire that the U.S. Army deems optimal for the military theater.

68. Structurally and mechanically, therefore, AR-15 rifles remain the progeny – and instruments – of war.

69. Semiautomatic fire unleashes a torrent of bullets in a matter of seconds; large-capacity magazines allow for prolonged assaults; and powerful velocity makes each hit catastrophic.

70. The net effect is more wounds, of greater severity, in more victims, in less time.

71. This superior capacity for lethality – above and beyond other semiautomatic weapons – is why the AR-15 style rifle has endured as the U.S. military's weapon of choice for 50 years.

### C. A "Civilian" Weapon Marketed for Combat

72. The uniquely military characteristics of the AR-15 type rifle are not lost on the Bushmaster Defendants. In fact, they are the weapon's primary selling point.

73. The Bushmaster Defendants tout Bushmaster rifle barrels as "the finest AR15-Type / M16-Type barrels made," promising that they "provide the same matte black, non-reflective finish found on quality military-type arms."

74. When the Bushmaster Defendants rolled out a new AR-15 rifle model, defendants' advertising lauded the gun as "the uncompromising choice when you demand a rifle as mission-adaptable as you are."

75. The Bushmaster Defendant's 2012 Bushmaster Product Catalogue shows soldiers moving on patrol through jungles, armed with Bushmaster rifles. Superimposed over the silhouette of a soldier holding his helmet against the backdrop of an American flag is text that reads: "When you need to perform under pressure, Bushmaster delivers."

76. In the Bushmaster Defendant's 2011 Bushmaster Product Catalogue, firearms like the XM15-E2S are advertised with the slogan, "military-proven performance."

77. In 2010, the Bushmaster Defendants promoted one of their "civilian" rifles as "the ultimate combat weapons system."

78. Invoking the unparalleled destructive power of the weapon, the Bushmaster Defendants' advertising copy read: "Forces of opposition, bow down. You are single-handedly outnumbered."

79. The Bushmaster Defendants' militaristic marketing reinforces the image of the AR-15 as a combat weapon used for the purpose of waging war and killing human beings.

80. This marketing tactic dovetails with the widespread popularity of realistic and addictive first-person shooter games – most notably “Call of Duty” – that prominently feature AR-15s and rewards players for “head shots” and “kill streaks” among other assaultive and violent “achievements.”

81. It is widely known that “Call of Duty” exposes players to intensely realistic tactical scenarios and teaches assaultive weapon techniques such as “taped reloads,” which allow high capacity magazines to be taped together to reduce reloading time.

#### **D. A “Civilian” Weapon with no Legitimate Civilian Purpose**

82. As set forth above, the AR-15's combination of exceptional muzzle velocity, ability to accept large-capacity magazines, and effective rapid fire has significant utility in the military context. These same features make the weapon ill-suited for legitimate civilian purposes.

#### Self-Defense

83. There is no evidence that semiautomatic rifles are commonly used for, or necessary for, legitimate self-defense by law-abiding citizens.

84. Semiautomatic rifles' length makes them inferior to smaller guns in the confines of a home.

85. It is handguns, and not long guns, that are widely considered to be the optimal weapon for home defense.

86. In *D.C. v. Heller*, 554 U.S. 570, 629 (2008), the Supreme Court of the United States extolled the handgun as the “quintessential self-defense weapon.” The Court cited several reasons for this: “It is easier to store in a location that is readily accessible in an emergency; it cannot easily be redirected or wrestled away by an attacker; it is easier to use for those without the upper-body strength to lift and aim a long gun; it can be pointed at a burglar with one hand while the other hand dials the police.” These virtues are absent from the AR-15.

87. Semiautomatic rifles are not only ill-suited to home defense, they are dangerous when used in that capacity.

88. The velocity and rate of semiautomatic fire in the home creates a significant risk of what is referred to as “over-penetration,” where bullets breach walls and doors, putting family members, neighbors, and even passers-by at risk.

89. The military has concluded that use of the M16 in close quarters greatly increases the risk of noncombatant casualties, and trains soldiers accordingly.

90. When a Bushmaster AR-15 was reviewed by Guns & Ammo Magazine in 1983, the reviewer commented: "As a home defense weapon, it certainly possesses ample firepower with a 30-round magazine, but the .223 cartridge is a mite too powerful and penetrating for this use." It concluded that the rifle would instead be of value to "a police S.W.A.T. team in close-quarter encounters with evil-doers."

91. Moreover, the ability to accept large-capacity magazines, vital for modern combat, is unnecessary for home defense.

92. The National Rifle Association Institute for Legislative Action ("NRA-ILA") maintains a database of "armed citizen" stories describing private citizens who have successfully defended themselves or others using a firearm. According to a study of all incidents in that database from 1997 to 2001, an average of 2.2 shots were fired by defenders. In 28% of incidents, no shots were fired at all.

93. A similar analysis was performed for the period of 2011-2013 and revealed that defenders fired an average of 2.1 shots.

94. The likelihood of an AR-15 causing accidental harm when used for home defense substantially exceeds the likelihood that large quantities of semiautomatic fire will be necessary for protection.

#### Hunting and Sporting

95. The Gun Control Act of 1968 generally prohibits the importation of firearms into the United States, but makes an exception for weapons that are particularly suitable for or readily adaptable to sporting purposes.

96. Congress stated that one of the purposes for the law was to stop the influx of military-grade weapons, which was turning the United States into "the dumping ground of the castoff surplus military weapons of other nations."

97. The Bureau of Alcohol, Tobacco and Firearms (ATF) is responsible for interpreting the statute and thereby determining the suitability of various firearms for sporting or hunting purposes.

98. In 1989, ATF issued a broad suspension of the importation of "assault-type rifles" until an analysis of their sporting utility could be undertaken. ATF defined this category to include rifles with three characteristics: a military appearance, a detachable magazine, and the ability to fire semi-automatically. It referred to this group of weapons as "semiautomatic assault rifles."

99. As part of its analysis, ATF studied advertising and marketing literature, reviewed evaluations of the firearms by technical writers, solicited information from the firearm importers,

and sent questionnaires to licensed hunting guides, state game and fish commissions, local hunting associations, competitive shooting groups, and hunting/shooting magazine editors.

100. In its final report, ATF concluded that semiautomatic assault rifles were designed and intended for combat and not suited to either sporting or hunting. It prohibited the importation of rifles with military features other than detachable magazines.

101. Foreign gun manufacturers quickly adapted to the restriction. They began exporting semiautomatic rifles that had been stripped of all military features except for the ability to accept a detachable magazine. Significantly, these modified rifles had the ability to accept large-capacity magazines.

102. In 1998, ATF was called upon to evaluate the sporting utility of semiautomatic assault rifles that accepted large-capacity magazines but lacked other military features.

103. After an equally exhaustive analysis, ATF found it "clear and compelling" that semiautomatic assault rifles that accept large-capacity magazines are not suitable for sporting or hunting.

104. ATF concluded that the ability to expel large amounts of ammunition quickly "serves a function in combat and crime, but serves no sporting purpose."

#### ENTRUSTMENT OF MILITARY WEAPONS TO THE MILITARY

105. When assault rifles are sold to the military, the seller entrusts them to a highly regulated institution with expertise in minimizing the risk of physical harm – whether criminal or accidental – to soldiers or others.

106. Standardized medical fitness standards prohibit induction, enlistment, appointment, or retention in the Armed Forces if the individual suffers from major depression, bipolar disorder, affective psychoses, or a history of symptoms consistent with mental instability that impairs school, social, or work efficiency.

107. When the U.S. Government purchases assault rifles for use by armed forces, it retains ownership of those weapons.

108. Military assault rifles are issued to soldiers for instruction, training, exercises, and combat.

109. Soldiers are held strictly accountable for their assault rifle at all times.

110. Assault rifles must be kept in safety mode when not in use.

111. Soldiers are instructed not to leave their assault rifle unattended under any circumstances.

112. If an assault rifle cannot be accounted for, the Army will place an entire base or installation on lockdown until the weapon is located.

113. After the assault rifle is located, an investigation will be conducted and a recommendation made as to the appropriate punishment.

114. In general, the most lenient punishment for the transgression of misplacing an assault rifle is to lose rank and pay and to be assigned extra duty.

115. If an assault rifle is misplaced in a combat zone, the soldier may face severe sanctions.

116. Assault rifles are stored in secure weapons rooms on military bases. Soldiers must sign out their rifle anytime they remove it so a chain of custody is established.

117. The military requires soldiers to undergo extensive training on the proper use of an assault rifle, including techniques to minimize the weapon's potential for inflicting collateral damage.

118. The Department of the Army produces a 400-page manual for commanders, leaders, and instructors devoted exclusively to weapon pedagogy and related safety issues.

119. According to the manual, soldiers are first instructed on the weapon's capabilities, mechanical training, and the fundamentals and principles of rifle marksmanship. Live-fire applications are scheduled only after the soldier has demonstrated preliminary skills.

120. To ensure safety during live-fire applications, ammunition is issued to firing units immediately before scheduled training exercises and released to troops only when they are on the firing line.

121. Commanders are charged with identifying any "hazards" to safety by using a complex "risk assessment matrix" to estimate the probability and severity of an adverse impact. The manual notes that hazards may arise from health or behavioral concerns.

122. Military leadership is empowered to prevent access to combat weapons if circumstances warrant it.

#### ENTRUSTMENT OF MILITARY WEAPONS TO LAW ENFORCEMENT

123. When military-grade weapons are sold to law enforcement, the seller entrusts them to organizations and departments that regulate and oversee officers' access to firearms and possess expertise in minimizing the risk of physical harm to civilians.

124. Prior to being entrusted with assault rifles, law enforcement officers undergo extensive training.

125. Officers are trained on when it is and is not appropriate to use an assault rifle.

126. For the vast majority of engagements in which it is necessary to draw or use a firearm, law enforcement considers an officer's sidearm – and not an assault rifle – to be the most appropriate weapon

127. Police leadership is empowered to remove any weapon from an officer if circumstances warrant it.

#### ENTRUSTMENT OF MILITARY WEAPONS TO THE PUBLIC

128. The military and law enforcement have a legitimate need for a weapon as lethal as the AR-15, but they also recognize that strict safety measures are necessary to protect soldiers, police officers, and innocent civilians from physical harm. Consequently, entrusting assault rifles to these specialized institutions is reasonable.

129. The same is not true for the entrustment of AR-15 rifles to civilians.

130. In addition to the lack of utility set forth above, when AR-15s are entrusted to the public there is no institutional structure in place to oversee the safe and intelligent use of those weapons.

131. AR-15s are sold to wholesalers and/or dealers who sell directly to civilians.

132. Large capacity magazines that are compatible with AR-15s are sold to wholesalers and/or dealers who sell directly to civilians.

133. In the overwhelming majority of states, young people can legally purchase an AR-15 before they are legally permitted to drink alcohol.

134. In at least a dozen states, the minimum age for possession of an AR-15 is 14 or 16, or there is no minimum age at all.

135. In the overwhelming majority of states, a license or permit is not required to purchase or own an AR-15.

136. In the overwhelming majority of states, no safety training is required for the purchase of an AR-15.

137. There is not a single state that requires a mental health examination of a potential purchaser of an AR-15.

138. There is not a single state that requires a potential purchaser of an AR-15 to answer questions about other individuals with whom they intend to share access.

139. More than half of American households with firearms do not store them securely.

140. Civilians are entrusted with AR-15s even though they are not suited for legitimate civilian purposes.

141. Civilians are entrusted with AR-15s whether or not they have a mechanism to safely secure the weapons and ammunition in their home.

142. Civilians are entrusted with AR-15s even if they have children in the home who can gain access to their weapons and ammunition.

143. Civilians are entrusted with AR-15s even if they intend to make the weapon available to other persons, including those who may be mentally unstable.

144. Several highly-publicized mass shootings have demonstrated that perpetrators of mass shootings are able to purchase or otherwise acquire AR-15s.

#### THE ROAD TO SANDY HOOK

145. The most chilling legacy of the entrustment of AR-15s to the general population may be that Americans are no longer shocked when combat weapons are used to kill people as they work, shop, commute, attend school, and otherwise go about their lives. We may be horrified, saddened, even sickened, but we can no longer be shocked.

146. Prior to December 14, 2012, assault rifles like the XM15-E2S had been used to kill in department stores and fast food chains, at offices and homecoming parties, on courthouse steps, and in schools.

147. Prior to December 14, 2012, assault rifles like the XM15-E2S had torn apart communities in California and Massachusetts and Nevada and Washington and Nebraska and Wisconsin and Oregon and Texas and Florida and Washington D.C. and Missouri and Alabama.

148. Prior to December 14, 2012, assault rifles like the XM15-E2S had been used to kill elementary school children, high school children, and college students.

149. Yet Bushmaster Defendants continued to entrust the XM15-E2S to the civilian population through wholesalers and dealers.

150. Bushmaster Defendants continued making the XM15-E2S compatible with large capacity magazines.

151. Bushmaster Defendants continued marketing the XM15-E2S and similar rifles as combat weapons that would make others "bow down."

152. Sometime prior to March of 2010, the Bushmaster Defendants entrusted the XM15-E2S Bushmaster rifle to the Camfour Defendants.

153. Sometime prior to March of 2010, the Camfour Defendants entrusted the XM15-E2S Bushmaster rifle to the Riverview Defendants; the Riverview Defendants then entrusted the rifle to Nancy Lanza in March of 2010.

154. On the morning of December 14, 2012, Lanza retrieved the Bushmaster rifle and ten 30-round magazines – several of which he taped together to allow for faster reload – from an unlocked gun closet in the house he shared with his mother and drove to Sandy Hook Elementary School.

155. Upon information and belief, Adam Lanza chose the XM15-E2S to use in his attack on Sandy Hook Elementary School for its military and assaultive qualities, and in particular its efficiency in inflicting mass casualties.

156. Meanwhile, on the morning of December 14, 2012, Victoria Leigh Soto was a 27-year-old first-grade teacher in classroom 10 at Sandy Hook Elementary School. In fewer than five years of teaching, Vicki had earned the reputation of being a fun, and sometimes zany, teacher. Vicki loved snow and had something of an obsession with pink flamingos. Vicki began her morning, as she usually did, with a long car ride from Stratford to Sandy Hook. On this particular morning, she had with her all the ingredients and materials for her class to make gingerbread houses for the holidays.

157. On the morning of December 14, 2012, Dylan Hockley was a six-year-old boy in classroom 10. Dylan had a beaming smile that lit up a room and an infectious laugh. Dylan was a child with autism, but was learning to read and would come home every day from school proudly bearing a new book. He loved the moon, garlic bread, the color purple, cuddling, and bouncing on the trampoline. Dylan idolized his older brother, and best friend, Jake.

158. On the morning of December 14, 2012, Benjamin Wheeler, 6, wasn't sure if he wanted to be an architect, a paleontologist, a lighthouse keeper – or all three at once. Benjamin was a bright, spirited, inquisitive, caring boy who brought joyful energy to his parents and big brother. He was an avid reader and was becoming a very strong swimmer. Each morning he could hardly wait to get to classroom 8.

159. On the morning of December 14, 2012, Rachel D'Avino was a 29-year-old behavioral therapist with a passion for helping children and adults with autism. She was working toward a doctorate, and aspired to help shape the field of applied behavioral therapy. Rachel possessed seemingly limitless patience and empathy for the children with whom she worked; they, in turned, adored her. In eleven days, Rachel's boyfriend planned to propose.

160. On the morning of December 14, 2012, Daniel Barden was – at age 7 – one of the older children in classroom 8. Daniel understood things about life in a way that prompted many who knew him to call him an “old soul.” Daniel was not only bright and loving; he understood what it meant to live life with compassion. Daniel always made an effort to make other children around him feel accepted. He would take notice of children who sat alone and would ask to go sit with them or invite them to join an activity. He gave hugs often, and with abandon.

161. On the morning of December 14, 2012, Mary Sherlach was a 56-year-old school psychologist at Sandy Hook Elementary School. After 18 years at the school, Mary was planning to retire the following June. On her calendar for retirement was spending more time with her husband, Bill, to whom she had been married for 31 years, and patiently waiting for one of her two daughters to provide her with a grandchild. Although retirement would allow more time for gardening and reading, Mary still planned on remaining professionally active for the pure joy that she took from helping a child through a difficult time.

162. On the morning of December 14, 2012, Jesse Lewis, 6, was a first-grader in classroom 10. The only child of Neil Heslin and Scarlett Lewis, Jesse loved to ride horses, play memory card games for which he was known to be unbeatable, and have books read to him by his mother. He also loved going out for special breakfasts before school with his dad. On the morning of December 14, father and son found time to enjoy a sausage and egg sandwich, polished off by hot chocolate.

163. On the morning of December 14, 2012, Noah Pozner was the youngest first grader in classroom 10, having just turned six only three weeks before. Noah loved costumes, video games, and superheroes – especially Spiderman. He was also a budding philosopher, known to stump his parents with spontaneous questions about Creation and the nature of free will. He was, truly, a force of nature.

164. On the morning of December 14, 2012, Lauren Rousseau, 30, headed to Sandy Hook Elementary School, where she had recently landed a permanent substitute teaching job. That day, she was scheduled to teach in classroom 8. Lauren's warmth, enthusiasm, and creativity made her a natural first-grade teacher. That evening, Lauren planned to see the movie "The Hobbit" with her boyfriend and then attend a party with friends. Lauren had already made cupcakes for the party, each one featuring a different character from The Hobbit.

165. On the morning of December 14, 2012, Natalie Hammond, 40, began her day as Lead Teacher of Sandy Hook Elementary School. It was special day for Natalie; her daughter was turning 12.

166. Just before 9:30 am, Lanza shot his way into the locked school with the Bushmaster rifle. It was the weapon he would use to take every life in the school aside from his own.

167. Mary Sherlach and the school's principal were in a meeting when they heard shots. When they went to investigate, both were killed with the Bushmaster rifle. Natalie Hammond and another staff member were shot with the Bushmaster rifle and wounded.

168. Lanza then approached two first-grade classrooms, Classroom 8 and Classroom 10.

169. In Classroom 8, Lanza used the Bushmaster rifle to kill 15 children and 2 adults, including Daniel Barden, Benjamin Wheeler, Noah Pozner, Rachel D'Avino, and Lauren Rousseau.

170. In Classroom 10, Lanza used the Bushmaster rifle to kill 5 children and 2 adults, including Dylan Hockley, Jesse Lewis, and Victoria Soto.

171. Nine children from Classroom 10 were able to escape when Lanza paused to reload the Bushmaster with another 30-round magazine.

172. The first call to 911 from Sandy Hook Elementary School was made at 9:35am. By 9:40am, Lanza's massacre was complete.

173. Police collected 154 spent .223 casings that had been expelled from the Bushmaster rifle.

COUNT ONE: § 52-555 Wrongful Death  
(Estate of Victoria L. Soto v. Bushmaster Defendants)

1.-173. Plaintiffs hereby incorporate and reallege as if fully set forth herein Paragraphs 1-173 of the foregoing opening section.

174. The Bushmaster Defendants knew, or should have known, of all of the foregoing information alleged at Paragraphs 1-10, 45-173. Based on this and similar information, the Bushmaster Defendants knew, or should have known, that the sale of assault rifles, including the XM15-E2S, in the civilian market posed an unreasonable and egregious risk of physical injury to others.

175. The Bushmaster Defendants knew, or should have known, of the civilian population's poor track record of safely securing weapons.

176. A mass casualty event, such as the shooting at Sandy Hook Elementary School, was within the scope of the risk created by the Bushmaster Defendants' manufacture and sale of the XM15-E2S for the civilian market.

177. The Bushmaster Defendants knew, or should have known, of the unreasonably high risk that the XM15-E2S would be used in a mass shooting to inflict maximum casualties before law enforcement was able to intervene.

178. The Bushmaster Defendants knew, or should have known, that schools are particularly vulnerable to – and frequently targets of – mass shootings.

179. The Bushmaster Defendants knew, or should have known, that the utility of the XM15-E2S for hunting, sporting or self-defense was negligible in comparison to the risk that the weapon would be used in its assaultive capacity.

180. The Bushmaster Defendants knew, or should have known, that the XM15-E2S, when used in its assaultive capacity, would be likely to inflict multiple casualties and serious injury.

181. The Bushmaster Defendants, as those who deal in firearms, are required to exercise the closest attention and the most careful precautions in the conduct of their business.

182. The Bushmaster Defendants have for years sold AR-15s in a manner that foreseeably leads to the use of those weapons by unauthorized and unsafe users.

183. The Bushmaster Defendants have had the ability for years to design and manufacture AR-15s for the civilian population with safety mechanisms that prevent the weapon from being fired by someone other than the purchaser.

184. The Bushmaster Defendants have had the ability for years to design and manufacture AR-15s for the civilian market that do not accept large capacity magazines.

185. The Bushmaster Defendants' conduct had a continuing inherent or natural tendency to create danger and inflict injury, was offensive to public policy, and posed a serious risk to public health.

186. The Bushmaster Defendants' conduct interfered with the right of the public to be safe in their communities, and, more particularly, of children to be safe in their schools.

187. In this case, on information and belief, the Bushmaster Defendants supplied the XM15-E2S to the Camfour Defendants for resale to the civilian population.

188. The Bushmaster Defendants knew, or should have known, that the Camfour Defendants' use of the product – the supply to the civilian market – involved an unreasonable risk of physical injury to others.

189. The Bushmaster Defendants' conduct as previously alleged constituted a public nuisance.

190. Upon information and belief, the Bushmaster Defendants' conduct as previously alleged constituted a knowing violation of the Connecticut Unfair Trade Practices Act, Connecticut General Statutes Section 42-110a et seq.

191. The Bushmaster Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Victoria Soto, as further described in the following two paragraphs.

192. On December 14, 2012, plaintiff's decedent, Victoria Soto, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and

e. death.

193. As a result of the injuries and death of Victoria Soto, the Estate of Victoria Soto incurred funeral expenses to its financial loss.

COUNT TWO: § 52-555 Wrongful Death  
(Estate of Victoria L. Soto v. Camfour Defendants)

1.-173. Plaintiffs hereby incorporate and reallege as if fully set forth herein Paragraphs 1-173 of Count One.

174. The Camfour Defendants knew, or should have known, of all of the foregoing information alleged at Paragraphs 1-10, 45-173 of Count One. Based on this and similar information, the Camfour Defendants knew or should have known that the sale of assault rifles, including the XM15-E2S, in the civilian market posed an unreasonable and egregious risk of physical injury to others.

175. The Camfour Defendants knew, or should have known, of the civilian population's poor track record of safely securing weapons.

176. A mass casualty event, such as the shooting at Sandy Hook Elementary School, was within the scope of the risk created by the Camfour Defendants' sale of the XM15-E2S to the civilian market.

177. The Camfour Defendants knew, or should have known, of the unreasonably high risk that the XM15-E2S would be used in a mass shooting to inflict maximum casualties before law enforcement was able to intervene.

178. The Camfour Defendants knew or should have known that schools are particularly vulnerable to – and frequently targets of – mass shootings.

179. The Camfour Defendants knew, or should have known, that the utility of the XM15-E2S for hunting, sporting or self-defense was negligible in comparison to the risk that the weapon would be used in its assaultive capacity.

180. The Camfour Defendants knew, or should have known, that the XM15-E2S, when used in its assaultive capacity, would be likely to inflict multiple casualties and serious injury.

181. The Camfour Defendants, as those who deal in firearms, are required to exercise the closest attention and the most careful precautions in the conduct of their business.

182. The Camfour Defendants have for years sold AR-15s in a manner that foreseeably leads to the use of those weapons by unauthorized and unsafe users.

183. The Camfour Defendants' conduct had a continuing inherent or natural tendency to create danger and inflict injury, was offensive to public policy, and posed a serious risk to public health.

184. The Camfour Defendants' conduct interfered with the right of the public to be safe in their communities, and, more particularly, of children to be safe in their schools.

185. The Camfour Defendants are a qualified product seller within the meaning of 18 U.S.C. § 7903(6).

186. In this case, on information and belief, the Camfour Defendants supplied the XM15-E2S to the Riverview Defendants for resale to the civilian market.

187. The Camfour defendants knew, or should have known, that the Riverview Defendants' use of the product – supplying it to the civilian population – involved an extreme and unreasonable risk of physical injury to others.

188. The Camfour Defendants' conduct as previously alleged constituted a public nuisance.

189. Upon information and belief, the Camfour Defendants' conduct as previously alleged constituted a knowing violation of the Connecticut Unfair Trade Practices Act, Connecticut General Statutes Section 42-110a et seq.

190. The Camfour Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Victoria Soto, as further described in the following two paragraphs.

191. On December 14, 2012, plaintiff's decedent, Victoria Soto, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

192. As a result of the injuries and death of Victoria Soto, the Estate of Victoria Soto incurred funeral expenses to its financial loss.

COUNT THREE: § 52-555 Wrongful Death  
(Estate of Victoria L. Soto v. Riverview Defendants)

1.-173. Plaintiffs hereby incorporate and reallege as if fully set forth herein Paragraphs 1-173 of Count One.

174. The Riverview Defendants knew, or should have known, of all of the foregoing information alleged at Paragraphs 1-10, 45-173 of Count One. Based on this and similar information, the Riverview Defendants knew or should have known that the sale of assault rifles, including the XM15-E2S, in the civilian market posed an unreasonable and egregious risk of physical injury to others.

175. The Riverview Defendants knew, or should have known, of the civilian population's poor track record of safely securing weapons.

176. A mass casualty event, such as the shooting at Sandy Hook Elementary School, was within the scope of the risk created by the Riverview Defendants' sale of the XM15-E2S to Nancy Lanza.

177. The Riverview Defendants knew, or should have known, of the unreasonably high risk that the XM15-E2S would be used in a mass shooting to inflict maximum casualties before law enforcement was able to intervene.

178. The Riverview Defendants knew, or should have known, that schools are particularly vulnerable to – and frequently targets of – mass shootings.

179. The Riverview Defendants knew, or should have known, that the utility of the XM15-E2S for hunting, sporting or self-defense was negligible in comparison to the risk that the weapon would be used in its assaultive capacity.

180. The Riverview Defendants knew, or should have known, that the XM15-E2S, when used in its assaultive capacity, would be likely to inflict multiple casualties and serious injury.

181. The Riverview Defendants, as those who deal in firearms, are required to exercise the closest attention and the most careful precautions in the conduct of their business.

182. The Riverview Defendants for years sold AR-15s in a manner that foreseeably led to the use of those weapons by unauthorized and unsafe users.

183. The Riverview Defendants' conduct had a continuing inherent or natural tendency to create danger and inflict injury, was offensive to public policy, and posed a serious risk to public health.

184. The Riverview Defendants' conduct interfered with the right of the public to be safe in their communities, and, more particularly, of children to be safe in their schools.

185. The Riverview Defendants are a qualified product seller within the meaning of 18 U.S.C. § 7903(6).

186. The Riverview Defendants began the process of selling the XM15-E2S rifle to Nancy Lanza on March 15, 2010.

187. The Riverview Defendants transferred the XM15-E2S rifle to Nancy Lanza on March 29, 2010.

188. The Riverview defendants knew, or should have known, that Nancy Lanza's receipt and possession of the XM15-E2S involved an unreasonable risk of physical injury to others.

189. The Riverview Defendants' sale of the XM15-E2S involved an unreasonable risk of physical injury to others.

190. The Riverview Defendants' conduct as previously alleged constituted a public nuisance.

191. Upon information and belief, the Riverview Defendants' conduct as previously alleged constituted a knowing violation of the Connecticut Unfair Trade Practices Act, Connecticut General Statutes Section 42-110a et seq.

192. The Riverview Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Victoria Soto, as further described in the following two paragraphs.

193. On December 14, 2012, plaintiff's decedent, Victoria Soto, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

194. As a result of the injuries and death of Victoria Soto, the Estate of Victoria Soto incurred funeral expenses to its financial loss.

COUNT FOUR: § 52-555 Wrongful Death  
(Estate of Dylan C. Hockley v. Bushmaster Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-190. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-190 of Count One.

191. The Bushmaster Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Dylan Hockley, as further described in the following two paragraphs.

192. On December 14, 2012, plaintiffs' decedent, Dylan Hockley, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

193. As a result of the injuries and death of Dylan Hockley, the Estate of Dylan C. Hockley incurred funeral expenses to its financial loss.

COUNT FIVE: § 52-555 Wrongful Death  
(Estate of Dylan C. Hockley v. Camfour Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-189. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-189 of Count Two.

190. The Camfour Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Dylan Hockley, as further described in the following two paragraphs.

191. On December 14, 2012, plaintiffs' decedent, Dylan Hockley, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

192. As a result of the injuries and death of Dylan Hockley, the Estate of Dylan C. Hockley incurred funeral expenses to its financial loss.

COUNT SIX: § 52-555 Wrongful Death  
(Estate of Dylan C. Hockley v. Riverview Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-191. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-191 of Count Three.

192. The Riverview Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Dylan Hockley, as further described in the following two paragraphs.

193. On December 14, 2012, plaintiffs' decedent, Dylan Hockley, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

194. As a result of the injuries and death of Dylan Hockley, the Estate of Dylan C. Hockley incurred funeral expenses to its financial loss.

COUNT SEVEN: §52-555 Wrongful Death  
(Estate of Mary Joy Sherlach v. Bushmaster Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-190. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-190 of Count One.

191. The Bushmaster Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Mary Joy Sherlach, as further described in the following two paragraphs.

192. On December 14, 2012, plaintiff's decedent, Mary Joy Sherlach, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

193. As a result of the injuries and death of Mary Joy Sherlach, the Estate of Mary Joy Sherlach incurred funeral expenses to its financial loss.

COUNT EIGHT: §52-555 Wrongful Death  
(Estate of Mary Joy Sherlach v. Camfour Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-189. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-189 of Count Two.

190. The Camfour Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Mary Joy Sherlach, as further described in the following two paragraphs.

191. On December 14, 2012, plaintiff's decedent, Mary Joy Sherlach, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

192. As a result of the injuries and death of Mary Joy Sherlach, the Estate of Mary Joy Sherlach incurred funeral expenses to its financial loss.

COUNT NINE: §52-555 Wrongful Death  
(Estate of Mary Joy Sherlach v. Riverview Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-191. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-191 of Count Three.

192. The Riverview Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Mary Joy Sherlach, as further described in the following two paragraphs.

193. On December 14, 2012, plaintiff's decedent, Mary Joy Sherlach, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

194. As a result of the injuries and death of Mary Joy Sherlach, the Estate of Mary Joy Sherlach incurred funeral expenses to its financial loss.

COUNT TEN: Loss of Consortium  
(William D. Sherlach v. Bushmaster Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-190. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-190 of Count One.

191. The Bushmaster Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Mary Joy Sherlach.

192. At all times mentioned herein, the plaintiff William D. Sherlach was the husband of Mary Joy Sherlach.

193. As a result of the aforesaid occurrences to Mary Joy Sherlach, the plaintiff William Sherlach has been deprived of the companionship and society of his wife, all to his damage.

COUNT ELEVEN: Loss of Consortium  
(William D. Sherlach v. Camfour Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-189. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-189 of Count Two.

190. The Camfour Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Mary Joy Sherlach.

191. At all times mentioned herein, the plaintiff William D. Sherlach was the husband of Mary Joy Sherlach.

192. As a result of the aforesaid occurrences to Mary Joy Sherlach, the plaintiff William Sherlach has been deprived of the companionship and society of his wife, all to his damage.

COUNT TWELVE: Loss of Consortium  
(William D. Sherlach v. Riverview Defendants)

1.-173. Plaintiff hereby incorporates and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-191. Plaintiff hereby incorporates and re-allege as if fully set forth herein Paragraphs 174-191 of Count Three.

192. The Riverview Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Mary Joy Sherlach.

193. At all times mentioned herein, the plaintiff William D. Sherlach was the husband of Mary Joy Sherlach.

194. As a result of the aforesaid occurrences to Mary Joy Sherlach, the plaintiff William Sherlach has been deprived of the companionship and society of his wife, all to his damage.

COUNT THIRTEEN: § 52-555 Wrongful Death  
(Estate of Noah S. Pozner v. Bushmaster Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-190. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-190 of Count One.

191. The Bushmaster Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Noah Pozner, as further described in the following two paragraphs.

192. On December 14, 2012, plaintiff's decedent, Noah Pozner, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

193. As a result of the injuries and death of Noah Pozner, the Estate of Noah S. Pozner incurred funeral expenses to its financial loss.

COUNT FOURTEEN: § 52-555 Wrongful Death  
(Estate of Noah S. Pozner v. Camfour Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-189. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-189 of Count Two.

190. The Camfour Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Noah Pozner, as further described in the following two paragraphs.

191. On December 14, 2012, plaintiff's decedent, Noah Pozner, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

192. As a result of the injuries and death of Noah Pozner, the Estate of Noah S. Pozner incurred funeral expenses to its financial loss.

COUNT FIFTEEN: § 52-555 Wrongful Death  
(Estate of Noah S. Pozner v. Riverview Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-191. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-191 of Count Three.

192. The Riverview Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Noah Pozner, as further described in the following two paragraphs.

193. On December 14, 2012, plaintiff's decedent, Noah Pozner, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

194. As a result of the injuries and death of Noah Pozner, the Estate of Noah S. Pozner incurred funeral expenses to its financial loss.

COUNT SIXTEEN: § 52-555 Wrongful Death  
(Estate of Lauren G. Rousseau v. Bushmaster Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-190. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-190 of Count One.

191. The Bushmaster Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Lauren Rousseau, as further described in the following two paragraphs.

192. On December 14, 2012, plaintiff's decedent, Lauren Rousseau, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

193. As a result of the injuries and death of Lauren Rousseau, the Estate of Lauren G. Rousseau incurred funeral expenses to its financial loss.

COUNT SEVENTEEN: § 52-555 Wrongful Death  
(Estate of Lauren G. Rousseau v. Camfour Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-189. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-189 of Count Two.

190. The Camfour Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Lauren Rousseau, as further described in the following two paragraphs.

191. On December 14, 2012, plaintiff's decedent, Lauren Rousseau, suffered the following injuries and losses:

- a. Terror;

- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

192. As a result of the injuries and death of Lauren Rousseau, the Estate of Lauren G. Rousseau incurred funeral expenses to its financial loss.

COUNT EIGHTEEN: § 52-555 Wrongful Death  
(Estate of Lauren G. Rousseau v. Riverview Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-191. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-191 of Count Three.

192. The Riverview Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Lauren Rousseau, as further described in the following two paragraphs.

193. On December 14, 2012, plaintiff's decedent, Lauren Rousseau, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

194. As a result of the injuries and death of Lauren Rousseau, the Estate of Lauren G. Rousseau incurred funeral expenses to its financial loss.

COUNT NINETEEN: § 52-555 Wrongful Death  
(Estate of Benjamin A. Wheeler v. Bushmaster Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-190. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-190 of Count One.

191. The Bushmaster Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Benjamin Wheeler, as further described in the following two paragraphs.

192. On December 14, 2012, plaintiff's decedent, Benjamin Wheeler, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

193. As a result of the injuries and death of Benjamin Wheeler, the Estate of Benjamin A. Wheeler incurred funeral expenses to its financial loss.

COUNT TWENTY: § 52-555 Wrongful Death  
(Estate of Benjamin A. Wheeler v. Camfour Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-189. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-189 of Count Two.

190. The Camfour Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Benjamin Wheeler, as further described in the following two paragraphs.

191. On December 14, 2012, plaintiff's decedent, Benjamin Wheeler, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

192. As a result of the injuries and death of Benjamin Wheeler, the Estate of Benjamin A. Wheeler incurred funeral expenses to its financial loss.

COUNT TWENTY-ONE: § 52-555 Wrongful Death  
(Estate of Benjamin A. Wheeler v. Riverview Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-191. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-191 of Count Three.

192. The Riverview Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Benjamin Wheeler, as further described in the following two paragraphs.

193. On December 14, 2012, plaintiff's decedent, Benjamin Wheeler, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

194. As a result of the injuries and death of Benjamin Wheeler, the Estate of Benjamin A. Wheeler incurred funeral expenses to its financial loss.

COUNT TWENTY-TWO: § 52-555 Wrongful Death  
(Estate of Jesse McCord Lewis v. Bushmaster Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-190. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-190 of Count One.

191. The Bushmaster Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Jesse McCord Lewis, as further described in the following two paragraphs.

192. On December 14, 2012, plaintiffs' decedent, Jesse McCord Lewis, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

193. As a result of the injuries and death of Jesse McCord Lewis, the Estate of Benjamin A. Wheeler incurred funeral expenses to its financial loss.

COUNT TWENTY-THREE: § 52-555 Wrongful Death  
(Estate of Jesse McCord Lewis v. Camfour Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-189. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-189 of Count Two.

190. The Camfour Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Jesse McCord Lewis, as further described in the following two paragraphs.

191. On December 14, 2012, plaintiffs' decedent, Jesse McCord Lewis, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

192. As a result of the injuries and death of Jesse McCord Lewis, the Estate of Jesse McCord Lewis incurred funeral expenses to its financial loss.

COUNT TWENTY-FOUR: § 52-555 Wrongful Death  
(Estate of Jesse McCord Lewis v. Riverview Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-191. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-191 of Count Three.

192. The Riverview Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Jesse McCord Lewis, as further described in the following two paragraphs.

193. On December 14, 2012, plaintiffs' decedent, Jesse McCord Lewis, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

194. As a result of the injuries and death of Jesse McCord Lewis, the Estate of Jesse McCord Lewis incurred funeral expenses to its financial loss.

COUNT TWENTY-FIVE: § 52-555 Wrongful Death  
(Estate of Daniel G. Barden v. Bushmaster Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-190. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-190 of Count One.

191. The Bushmaster Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Daniel Barden, as further described in the following two paragraphs.

192. On December 14, 2012, plaintiffs' decedent, Daniel Barden, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

193. As a result of the injuries and death of Daniel Barden, the Estate of Daniel G. Barden incurred funeral expenses to its financial loss.

COUNT TWENTY-SIX: § 52-555 Wrongful Death  
(Estate of Daniel G. Barden v. Camfour Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-189. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-189 of Count Two.

190. The Camfour Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Daniel Barden, as further described in the following two paragraphs.

191. On December 14, 2012, plaintiffs' decedent, Daniel Barden, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

192. As a result of the injuries and death of Daniel Barden, the Estate of Daniel G. Barden incurred funeral expenses to its financial loss.

COUNT TWENTY-SEVEN: § 52-555 Wrongful Death  
(Estate of Daniel G. Barden v. Riverview Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-191. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-191 of Count Three.

192. The Riverview Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Daniel Barden, as further described in the following two paragraphs.

193. On December 14, 2012, plaintiffs' decedent, Daniel Barden, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

194. As a result of the injuries and death of Daniel Barden, the Estate of Daniel G. Barden incurred funeral expenses to its financial loss.

COUNT TWENTY-EIGHT: § 52-555 Wrongful Death  
(Estate of Rachel M. D'Avino v. Bushmaster Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-190. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-190 of Count One.

191. The Bushmaster Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Rachel D'Avino, as further described in the following two paragraphs.

192. On December 14, 2012, plaintiff's decedent, Rachel D'Avino, suffered the following injuries and losses:

- a. Terror;

- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

193. As a result of the injuries and death of Rachel D'Avino, the Estate of Rachel M. D'Avino incurred funeral expenses to its financial loss.

COUNT TWENTY-NINE: § 52-555 Wrongful Death  
(Estate of Rachel M. D'Avino v. Camfour Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-189. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-189 of Count Two.

190. The Camfour Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Rachel D'Avino, as further described in the following two paragraphs.

191. On December 14, 2012, plaintiff's decedent, Rachel D'Avino, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

192. As a result of the injuries and death of Rachel D'Avino, the Estate of Rachel M. D'Avino incurred funeral expenses to its financial loss.

COUNT THIRTY: § 52-555 Wrongful Death  
(Estate of Rachel M. D'Avino v. Riverview Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-191. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-191 of Count Three.

192. The Riverview Defendants' conduct as previously alleged was a substantial factor resulting in the injuries, suffering, and death of Rachel D'Avino, as further described in the following two paragraphs.

193. On December 14, 2012, plaintiff's decedent, Rachel D' Avino, suffered the following injuries and losses:

- a. Terror;
- b. ante-mortem pain and suffering;
- c. destruction of the ability to enjoy life's activities;
- d. destruction of earning capacity; and
- e. death.

194. As a result of the injuries and death of Rachel D' Avino, the Estate of Rachel M. D'Avino incurred funeral expenses to its financial loss.

COUNT THIRTY-ONE: § 52-555 Wrongful Death  
(Natalie Hammond v. Bushmaster Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-190. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-190 of Count One.

191. The Bushmaster Defendants' conduct as previously alleged was a substantial factor resulting in the injuries and suffering of Natalie Hammond, as further described in the following two paragraphs.

192. On December 14, 2012, plaintiff, Natalie Hammond, suffered the following injuries and losses:

- a. Terror;
- b. pain and suffering;
- c. severe, permanent and painful injuries to her left calf, left foot, left thigh and left hand;
- d. destruction of the ability to enjoy life's activities; and
- e. destruction of earning capacity.

193. As a result of such injuries, Ms. Hammond incurred medical expenses to her financial loss.

COUNT THIRTY-TWO: § 52-555 Wrongful Death  
(Natalie Hammond v. Camfour Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-189. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-189 of Count Two.

190. The Camfour Defendants' conduct as previously alleged was a substantial factor resulting in the injuries and suffering of Natalie Hammond, as further described in the following two paragraphs.

191. On December 14, 2012, plaintiff, Natalie Hammond, suffered the following injuries and losses:

- a. Terror;
- b. pain and suffering;
- c. severe, permanent and painful injuries to her left calf, left foot, left thigh and left hand;
- d. destruction of the ability to enjoy life's activities; and
- e. destruction of earning capacity.

192. As a result of such injuries, Ms. Hammond incurred medical expenses to her financial loss.

COUNT THIRTY-THREE: § 52-555 Wrongful Death  
(Natalie Hammond v. Riverview Defendants)

1.-173. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-173 of Count One.

174.-191. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 174-191 of Count Three.

192. The Riverview Defendants' conduct as previously alleged was a substantial factor resulting in the injuries and suffering of Natalie Hammond, as further described in the following two paragraphs.

193. On December 14, 2012, plaintiff, Natalie Hammond, suffered the following injuries and losses:

- a. Terror;
- b. pain and suffering;
- c. severe, permanent and painful injuries to her left calf, left foot, left thigh and left hand;
- d. destruction of the ability to enjoy life's activities; and
- e. destruction of earning capacity.

194. As a result of such injuries, Ms. Hammond incurred medical expenses to her financial loss.

WHEREFORE, THE PLAINTIFFS CLAIM DAMAGES IN EXCESS OF FIFTEEN THOUSAND DOLLARS AND THE FOLLOWING RELIEF AS FURTHER SET FORTH BELOW:

Plaintiffs seek relief as follows:

- A. Monetary damages;
- B. Punitive damages;
- C. Attorneys' fees;
- D. Costs;
- E. Injunctive relief.

This matter is within the jurisdiction of this court.

Of this writ, with your doings thereon, make due service and return.

Dated at Bridgeport, Connecticut this 13<sup>th</sup> of December, 2014.

THE PLAINTIFFS

By   
Joshua D. Koskoff  
Alinor C. Sterling  
Katie Mesner-Hage  
Koskoff, Koskoff & Bieder, P.C.  
350 Fairfield Avenue  
Bridgeport, CT 06604  
Juris No. 032250  
Tel: 203-336-4421  
Fax: 203-368-3244

PLEASE ENTER THE APPEARANCE OF:

Koskoff, Koskoff & Bieder, P.C.  
350 Fairfield Avenue  
Bridgeport, CT 06604

for the Plaintiffs

A TRUE COPY  
ATTEST:  
  
CHARLES J. FISHER, JR.  
STATE MARSHAL, HARTFORD COUNTY  
AN INDIFFERENT PERSON

FIDUCIARY'S PROBATE  
CERTIFICATE  
PC-450 REV. 8/02

STATE OF CONNECTICUT  
COURT OF PROBATE

COURT OF PROBATE, Stratford Probate District		DISTRICT NO. PD47
ESTATE OF/IN THE MATTER OF  Victoria Leigh Soto (13-00070)		DATE OF CERTIFICATE  February 7, 2013 Valid for: 1 year from this date
FIDUCIARY'S NAME AND ADDRESS  Donna Louise Soto, 158 Knowlton Street, Stratford, CT 06615	FIDUCIARY'S POSITION OF TRUST  Administratrix	DATE OF APPOINTMENT  February 7, 2013

*The undersigned hereby certifies that the fiduciary of the above-named estate has accepted appointment, has executed bond according to law or has been excused from executing bond by will or by statute, and is legally authorized and qualified to act as such fiduciary on said estate because said appointment is unrevoked and in full force as of the above date of certificate.*

*Limitation, if any, on the above certificate:*

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of this Court on the above date of certificate.

*Lorraine Maglione*

Lorraine Maglione, Assistant Clerk

Court  
Seal

NOT VALID WITHOUT COURT OF PROBATE SEAL IMPRESSED

EXHIBIT A

FIDUCIARY'S PROBATE CERTIFICATE  
PC-450

FIDUCIARY'S PROBATE  
 CERTIFICATE  
 PC-450 REV. 7/13

STATE OF CONNECTICUT  
 COURT OF PROBATE

COURT OF PROBATE, Northern Fairfield County		DISTRICT NO. PD45
ESTATE OF/IN THE MATTER OF  Dylan Christopher Jack Hockley, (14-0564)		DATE OF CERTIFICATE  December 3, 2014
FIDUCIARY'S NAME AND ADDRESS	FIDUCIARY'S POSITION OF TRUST	DATE OF APPOINTMENT
Ian Hockley, 61 Charter Ridge Drive, Sandy Hook, CT 06482	Co-Administrator	December 3, 2014
Nicole Hockley, 61 Charter Ridge Drive, Sandy Hook, CT 06482	Co-Administrator	December 3, 2014

*The undersigned hereby certifies that the fiduciary in the above-named matter has accepted appointment, is legally authorized and qualified to act as such fiduciary because the appointment is unrevoked and in full force as of the above date of certificate.*

This certificate is valid for one year from the date of the certificate.

*Other limitation, if any, on the above certificate:*

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of this Court on the above date of certificate.

.....  
 Anna M. Lucchesi, Clerk

Court  
 Seal

**NOT VALID WITHOUT COURT OF PROBATE SEAL IMPRESSED**

EXHIBIT B

FIDUCIARY'S PROBATE  
CERTIFICATE  
PC-450 REV. 7/13

STATE OF CONNECTICUT  
COURT OF PROBATE

COURT OF PROBATE, Northern Fairfield County		DISTRICT NO. PD45
ESTATE OF/IN THE MATTER OF  Benjamin Andrew Wheeler, (14-0567)		DATE OF CERTIFICATE  December 10, 2014
FIDUCIARY'S NAME AND ADDRESS  David Cole Wheeler, 10 Lakeview Terrace, Sandy Hook, CT 06482	FIDUCIARY'S POSITION OF TRUST  Administrator	DATE OF APPOINTMENT  December 4, 2014

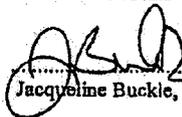
*The undersigned hereby certifies that the fiduciary in the above-named matter has accepted appointment, is legally authorized and qualified to act as such fiduciary because the appointment is unrevoked and in full force as of the above date of certificate.*

**This certificate is valid for one year from the date of the certificate.**

*Other limitation, if any, on the above certificate:*

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of this Court on the above date of certificate.

Court  
Seal

  
Jacqueline Buckle, Chief Clerk

**NOT VALID WITHOUT COURT OF PROBATE SEAL IMPRESSED**

EXHIBIT C

FIDUCIARY'S PROBATE  
CERTIFICATE  
PC-450 REV. 7/13

STATE OF CONNECTICUT  
COURT OF PROBATE

COURT OF PROBATE, Region # 22 Probate District		DISTRICT NO. PD22
ESTATE OF/IN THE MATTER OF		DATE OF CERTIFICATE
RACHEL MARIE D'AVINO, , AKA RACHEL M. D'AVINO (13-0036)		December 10, 2014
FIDUCIARY'S NAME AND ADDRESS	FIDUCIARY'S POSITION OF TRUST	DATE OF APPOINTMENT
Mary A. D'Avino, 48 Deerwood Drive, Bethlehem, CT 06751	Administratrix	January 22, 2013

*The undersigned hereby certifies that the fiduciary in the above-named matter has accepted appointment, is legally authorized and qualified to act as such fiduciary because the appointment is unrevoked and in full force as of the above date of certificate.*

This certificate is valid for one year from the date of the certificate.

*Other limitation, if any, on the above certificate:*

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of this Court on the above date of certificate.



.....  
Pamela L. Osborne, Assistant Clerk

NOT VALID WITHOUT COURT OF PROBATE SEAL IMPRESSED

EXHIBIT D

FIDUCIARY'S PROBATE  
 CERTIFICATE  
 PC-450 REV. 7/13

STATE OF CONNECTICUT  
 COURT OF PROBATE

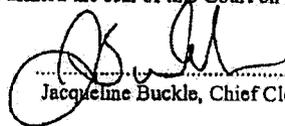
COURT OF PROBATE, Northern Fairfield County		DISTRICT NO. PD45
ESTATE OF/IN THE MATTER OF  Daniel Gerard Barden, (14-0577)		DATE OF CERTIFICATE  December 10, 2014
FIDUCIARY'S NAME AND ADDRESS	FIDUCIARY'S POSITION OF TRUST	DATE OF APPOINTMENT
Mark Barden, 35 Paugussett Road, Sandy Hook, CT 06482	Co-Administrator	December 8, 2014
Jacqueline Barden, 35 Paugussett Road, Sandy Hook, CT 06482	Co-Administrator	December 8, 2014

*The undersigned hereby certifies that the fiduciary in the above-named matter has accepted appointment, is legally authorized and qualified to act as such fiduciary because the appointment is unrevoked and in full force as of the above date of certificate.*

This certificate is valid for one year from the date of the certificate.

*Other limitation, if any, on the above certificate:*

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of this Court on the above date of certificate.

  
 Jacqueline Buckle, Chief Clerk

Court  
 Seal

**NOT VALID WITHOUT COURT OF PROBATE SEAL IMPRESSED**

**EXHIBIT E**

12/09/2014 22:11 FAX

001/001

FIDUCIARY'S PROBATE  
CERTIFICATE  
PC-450 REV. 7/13

STATE OF CONNECTICUT  
COURT OF PROBATE

COURT OF PROBATE, Trumbull Probate District		DISTRICT NO. PD46
ESTATE OF/IN THE MATTER OF		DATE OF CERTIFICATE
Mary Joy Sherlach, late of Trumbull, AKA MARY J. SHERLACH (13-00062)		December 10, 2014
FIDUCIARY'S NAME AND ADDRESS	FIDUCIARY'S POSITION OF TRUST	DATE OF APPOINTMENT
William D. Sherlach, 33 Vintage Road, Trumbull, CT 06611	Executor	March 7, 2013

*The undersigned hereby certifies that the fiduciary in the above-named matter has accepted appointment, is legally authorized and qualified to act as such fiduciary because the appointment is unrevoked and in full force as of the above date of certificate.*

This certificate is valid for one year from the date of the certificate.

Other limitation, if any, on the above certificate:

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of this Court on the above date of certificate.

*Susan M Pulos*  
Susan M. Pulos, Assistant Clerk

Court  
Seal

**NOT VALID WITHOUT COURT OF PROBATE SEAL IMPRESSED**

EXHIBIT F

FIDUCIARY'S PROBATE  
CERTIFICATE  
PC-450 REV. 7/13

STATE OF CONNECTICUT  
COURT OF PROBATE

COURT OF PROBATE, Northern Fairfield County		DISTRICT NO. PD45
ESTATE OF/IN THE MATTER OF  Jessie McCord Lewis, , AKA Jessie M. Lewis (13-0048)		DATE OF CERTIFICATE  December 10, 2014
FIDUCIARY'S NAME AND ADDRESS  Scarlett Lewis, 6 Great Ring Road, Sandy Hook, CT 06482  Neil Heslin, 90 Polar Drive, Shelton, CT 06484	FIDUCIARY'S POSITION OF TRUST  Co-Administrator, d.b.n.  Co-Administrator, d.b.n	DATE OF APPOINTMENT  December 9, 2014  December 9, 2014

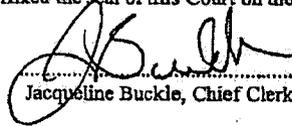
*The undersigned hereby certifies that the fiduciary in the above-named matter has accepted appointment, is legally authorized and qualified to act as such fiduciary because the appointment is unrevoked and in full force as of the above date of certificate.*

This certificate is valid for one year from the date of the certificate.

*Other limitation, if any, on the above certificate:*

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of this Court on the above date of certificate.

Court  
Seal

  
Jacqueline Buckle, Chief Clerk

**NOT VALID WITHOUT COURT OF PROBATE SEAL IMPRESSED**

EXHIBIT G

FIDUCIARY'S PROBATE  
CERTIFICATE  
PC-450 REV. 7/13

STATE OF CONNECTICUT  
COURT OF PROBATE

COURT OF PROBATE, Northern Fairfield County		DISTRICT NO. PD45
ESTATE OF/IN THE MATTER OF  Noah Samuel Pozner, (14-0589)		DATE OF CERTIFICATE  December 10, 2014
FIDUCIARY'S NAME AND ADDRESS  Leonard Pozner, 261 South Main Street, #332, Newtown, CT 06470	FIDUCIARY'S POSITION OF TRUST  Administrator	DATE OF APPOINTMENT  December 10, 2014

*The undersigned hereby certifies that the fiduciary in the above-named matter has accepted appointment, is legally authorized and qualified to act as such fiduciary because the appointment is unrevoked and in full force as of the above date of certificate.*

This certificate is valid for one year from the date of the certificate.

Other limitation, if any, on the above certificate:

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of this Court on the above date of certificate.

.....  
Anna M. Luchesi, Clerk

Court  
Seal

**NOT VALID WITHOUT COURT OF PROBATE SEAL IMPRESSED**

EXHIBIT H

FIDUCIARY'S PROBATE  
 CERTIFICATE  
 PC-450 REV. 7/13

STATE OF CONNECTICUT  
 COURT OF PROBATE

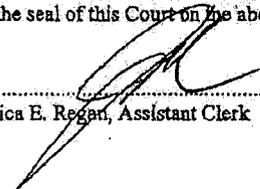
COURT OF PROBATE, Danbury Probate District		DISTRICT NO. PD43
ESTATE OF/IN THE MATTER OF  Lauren G. Rousseau, (13-0007)		DATE OF CERTIFICATE  December 11, 2014
FIDUCIARY'S NAME AND ADDRESS  Gilles J. Rousseau, 67 Horse Fence Hill Road, Southbury, CT 06488	FIDUCIARY'S POSITION OF TRUST  Administrator	DATE OF APPOINTMENT  January 3, 2013

*The undersigned hereby certifies that the fiduciary in the above-named matter has accepted appointment, is legally authorized and qualified to act as such fiduciary because the appointment is unrevoked and in full force as of the above date of certificate.*

This certificate is valid for one year from the date of the certificate.

Other limitation, if any, on the above certificate:

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of this Court on the above date of certificate.

  
 \_\_\_\_\_  
 Jessica E. Regan, Assistant Clerk

Court  
 Seal

NOT VALID WITHOUT COURT OF PROBATE SEAL IMPRESSED

EXHIBIT I

# **EXHIBIT B**



# **EXHIBIT C**

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT

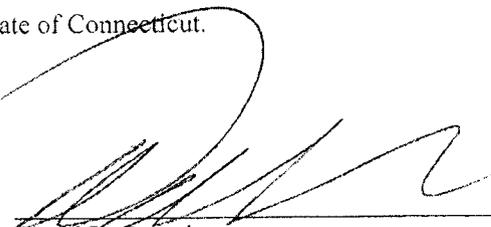
DONNA L. SOTO, ADMINISTRATRIX OF THE ESTATE OF VICTORIA L. SOTO, <i>et al.</i>	)	
	)	
Plaintiffs.	)	
VS.	)	Civil Action No.
	)	
BUSHMASTER FIREARMS INTERNATIONAL, LLC a/k/a FREEDOM GROUP, INC. a/k/a REMINGTON OUTDOOR GROUP, INC, <i>et al.</i>	)	
	)	
Defendants.	)	

CONSENT TO REMOVAL

I, Defendant, David LaGuercia, with full reservation of any and all rights and defenses, hereby consents to removal of the above-captioned case to the United States District Court for the District of Connecticut, which was originally filed in the Superior Court of the Judicial District of Fairfield County (at Bridgeport) in the State of Connecticut.

Dated: January 14, 2015.

1/14/15

  
\_\_\_\_\_  
David LaGuercia

# **EXHIBIT D**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT**

DONNA L. SOTO, ADMINISTRATRIX OF	)	
THE ESTATE OF VICTORIA L. SOTO, <i>et al.</i>	)	
	)	
Plaintiffs,	)	
VS.	)	Civil Action No.
	)	
BUSHMASTER FIREARMS	)	
INTERNATIONAL, LLC a/k/a FREEDOM	)	
GROUP, INC. a/k/a REMINGTON OUTDOOR	)	
GROUP, INC, <i>et al.</i>	)	
	)	
Defendants.	)	

**DECLARATION OF JONATHAN P. WHITCOMB, ESQ.**

I, Jonathan P. Whitcomb, declare under penalty of perjury that the following is true and correct:

1. I am a licensed practicing attorney in the State of Connecticut. I have been retained by Defendants, Remington Arms Company, LLC and Remington Outdoor Company, Inc. to defend them in the above-captioned lawsuit.

2. I have been licensed to practice law in Connecticut since 1990. During that time, I have represented parties in numerous personal injury and wrongful death actions filed in Connecticut State courts and the United States District Court, District of Connecticut. In my practice, I routinely provide to clients my evaluation of the potential monetary value of personal injury and wrongful death claims in Connecticut courts.

3. I have reviewed the allegations and claims made for personal injury and wrongful death damages by the Plaintiffs in their Complaint in this case.

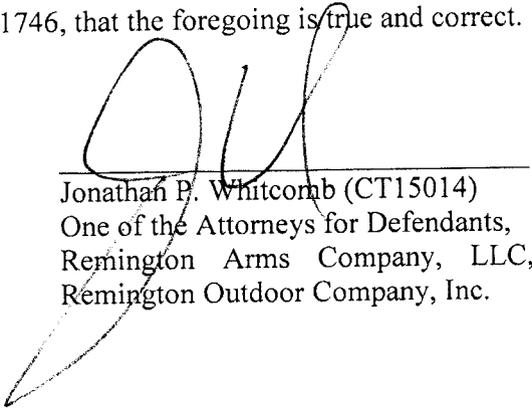
4. Four of the Plaintiffs are the Estates of adults killed, with criminal intent, by Adam Lanza in the December 14, 2012 shooting at Sandy Hook Elementary School in Newtown, Connecticut: Victoria Soto, Rachel D'Avino, Mary Sherlach and Lauren Rousseau. Each of the Estates seeks recovery under the Connecticut Wrongful Death Act for their decedent's terror, ante-mortem pain and suffering, destruction of the ability to enjoy life's activities, destruction of earning capacity, death and funeral expenses. In my opinion, the monetary value of each of these wrongful death claims exceeds \$75,000 in a Connecticut court. In addition, the husband of Mary Sherlach, William D. Sherlach, seeks to recover damages for the loss of his wife's society and companionship. In my opinion, the monetary value of his damages likely exceeds \$75,000 in a Connecticut court.

5. Five of the Plaintiffs are the Estates of children killed, with criminal intent, by Adam Lanza in the December 14, 2012 shooting at Sandy Hook Elementary School in Newtown, Connecticut: Dylan Hockley, Benjamin Wheeler, Jesse Lewis, and Noah Pozner. Each of the Estates seeks recovery under the Connecticut Wrongful Death Act for their decedent's terror, ante-mortem pain and suffering, destruction of the ability to enjoy life's activities, destruction of earning capacity, death and funeral expenses. In my opinion, the monetary value of each of these wrongful death claims exceeds \$75,000 in a Connecticut court.

6. Plaintiff Natalie Hammond survived the criminal shooting by Adam Lanza, but sustained "severe, permanent and painful [gunshot] injuries to her left calf, left foot, left thigh and left hand." She seeks recovery for terror, pain and suffering, destruction of the ability to enjoy life's activities, destruction of earning capacity and medical expenses. In my opinion, the monetary value of her claim exceeds \$75,000 in a Connecticut court.

I, Jonathan P. Whitcomb, declare under penalty of perjury under the laws of the United States of America, and pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct.

Executed on: January <sup>14</sup>/~~7~~, 2015



---

Jonathan P. Whitcomb (CT15014)  
One of the Attorneys for Defendants,  
Remington Arms Company, LLC, and  
Remington Outdoor Company, Inc.

Jonathan P. Whitcomb (CT15014)  
Diserio Martin O'Connor & Castiglioni LLP  
One Atlantic Street  
Stamford, Connecticut 06901  
(203) 358-0800  
[jwhitcomb@dmoc.com](mailto:jwhitcomb@dmoc.com)