NO. FBT CV 15 6048103 S	:	**SUPERIOR COURT**
	:	
DONNA L. SOTO, ADMINISTRATRIX	:	
OF THE ESTATE OF	:	**JUDICIAL DISTRICT**
VICTORIA L. SOTO, ET AL	:	**OF FAIRFIELD**
	:	
V.	:	**AT BRIDGEPORT**
	:	
BUSHMASTER FIREARMS	:	
INTERNATIONAL, LLC, ET AL	:	**OCTOBER 29, 2015**

FIRST AMENDED COMPLAINT

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. 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, soldiers and officers must undergo advanced training and adhere to regimented safety protocols.

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 liabilities in home defense.

7. But there is one 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 Bushmaster XM15-E2S - have, like all Americans, watched mass shootings become a harrowing yet predictable part of modern life.

9. Defendants know that, as a consequence 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 personal 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 Bushmaster XM15-E2S to the civilian market.

12. In order to continue profiting from the sale of AR-15s, defendants chose to disregard the unreasonable risks the Bushmaster XM15-E2S 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. At all relevant times, 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.

33. 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.

34. 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.

35. Riverview Gun Sales, Inc. and David LaGuercia are hereafter referred to as the "Riverview Defendants."

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

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

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

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

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

55. The XM15-E2S is one such rifle.

B. A "Civilian" Weapon Designed for Combat

56. As an AR-15 rifle, the Bushmaster XM15-E2S is substantially similar to 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

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

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

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

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

61. 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.

62. AR-15 rifles like the XM15-E2S are capable of propelling ammunition at 4,000 feet per second.

Large-Capacity Magazines

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

64. A large-capacity magazine is defined as a magazine that holds more than ten rounds.

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

66. "Civilian" AR-15 rifles, including the XM15-E2S, are manufactured to be compatible with magazines that hold as many as 100 rounds.

Effective Rapid Fire

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

68. 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 five to ten seconds.

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

70. "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.

71. Structurally and mechanically, AR-15 rifles remain the progeny - and instruments - of war.

72. 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.

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

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

C. A "Civilian" Weapon Marketed for Combat

75. The uniquely military characteristics of the AR-15 are not lost on the Bushmaster Defendants.

76. Indeed, the Bushmaster Defendants attract buyers by extolling the militaristic and assaultive qualities of their AR-15 rifles, including the XM15-E2S.

77. The Bushmaster Defendants promote their AR-15s by advertising that the most elite branches of the military - including Special Forces, SEALs, Green Berets, and Army Rangers - have used them.

78. 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."

79. 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."

80. A 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."

81. In another Bushmaster product catalogue, firearms like the XM15-E2S are advertised with the slogan, "military-proven performance."

82. The Bushmaster Defendants have promoted one of their "civilian" rifles as "the ultimate combat weapons system."

83. The Bushmaster Defendants' marketing invokes the unparalleled destructive power of their AR-15 rifles. In one product catalogue, advertising copy above a close-up of an AR-15 reads: "Forces of opposition, bow down. You are single-handedly outnumbered."

84. 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.

85. This marketing tactic dovetails with the widespread popularity of realistic and addictive first-person shooter games — such as "Call of Duty" - that prominently feature AR-15s and reward players for "head shots" and "kill streaks," among other assaultive and violent "achievements."

86. It is widely known that such games expose players to intensely realistic tactical scenarios and teach assaultive weapon techniques such as taped reloads, by which high-capacity magazines are taped together to reduce reloading time.

87. The Bushmaster Defendants further promote the use of the XM15-E2S and similar rifles as combat weapons by designating in their product catalogues that 30-round magazines are "standard" for those models. The Bushmaster Defendants even include a 30-round magazine with each purchased AR-15.

88. By contrast, the Bushmaster Defendants' hunting and sporting rifles come equipped with significantly less ammunition.

89. According to the Bushmaster Defendants, 5-round magazines are "standard" for the .450 Bushmaster rifle, which is advertised as "suitable for all North American big game."

90. According to the Bushmaster Defendants, 5-round magazines are "standard" for the Bushmaster "Predator Rifle," which is described as "the ultimate predator-hunting carry rifle."

91. According to the Bushmaster Defendants, 5-round magazines are "standard" for the Bushmaster "Varminter Rifle," which is "built specifically for varmint hunters."

92. According to the Bushmaster Defendants, 10-round magazines are "standard" for the Bushmaster "Competition Rifle."

D. A "Civilian" Weapon with no Legitimate Civilian Purpose

93. 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 grossly ill-suited for legitimate civilian purposes.

Self-Defense

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

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

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

97. 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 characteristics are absent from the AR-15.

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

99. 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.

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

101. When Bushmaster's 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."

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

103. 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; and in 28% of incidents, no shots were fired at all. A follow-up study of incidents that occurred from 2011 to 2013 revealed that defenders fired an average of 2.1 shots.

104. 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

105. 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.

106. 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."

107. 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.

108. 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."

109. As part of its analysis, ATF studied advertising and marketing literature, reviewed evaluations of these firearms by technical writers, solicited information from importers, and sent questionnaires to licensed hunting guides, state game and fish commissions, local hunting associations, competitive shooting groups, and hunting/shooting magazine editors.

110. 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.

111. 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.

112. 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.

113. 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.

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

115. Those restrictions remain in effect today, such that a foreign-made rifle identical to the Bushmaster XM15-E2S could not be lawfully imported into the United States.

ENTRUSTMENT OF MILITARY WEAPONS TO THE MILITARY

116. 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.

117. 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.

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

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

120. Soldiers are held strictly accountable for their assault rifles at all times.

121. Soldiers are not permitted to share their assault rifles.

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

123. Soldiers are instructed not to leave their assault rifles unattended under any circumstances.

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

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

126. 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.

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

128. 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.

129. 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 unintentional injury.

130. The Department of the Army produces a 400-page manual - Rifle Marksmanship for M16-/M4-Series Weapons - for commanders, leaders, and instructors devoted exclusively to weapon pedagogy and related safety issues.

131. According to the manual, soldiers begin weapons training in Initial Entry Training (IET). In IET, soldiers are first instructed on the weapon's capabilities and mechanics, as well as the fundamentals and principles of rifle marksmanship.

132. Rifle marksmanship training is composed of five phases of instruction that progress from basic to advanced.

133. Live-fire applications are scheduled only after the soldier has mastered weapon maintenance, function checks, and firing fundamentals.

134. 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.

135. In total, IET involves more than 100 hours of training.

136. At the conclusion of IET, soldiers undergo a formal assessment during which Commanders must answer 18 categories of questions on the soldier's performance and readiness. Among other things, Commanders are asked to identify any skills that require training emphasis and/or retraining.

137. 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 event. The manual notes that hazards may arise from health or behavioral concerns.

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

ENTRUSTMENT OF MILITARY WEAPONS TO LAW ENFORCEMENT

139. 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.

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

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

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

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

ENTRUSTMENT OF MILITARY WEAPONS TO THE PUBLIC

144. 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 and rigorous oversight are necessary to protect soldiers, police officers, and innocent civilians from physical harm.

145. When AR-15s are entrusted to the public, no legitimate need is served and no institutional structure is in place to oversee the safe and intelligent use of those weapons.

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

147. 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.

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

149. In the overwhelming majority of states, AR-15s are not required to be registered upon purchase.

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

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

152. 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.

153. Approximately half of American households with firearms do not store them securely.

154. Only four states require firearm dealers to provide a locking device when they sell an AR-15.

155. Only one state requires all firearm owners to keep their firearms locked when not in use.

156. Federal law and the vast majority of state laws do not regulate the sale or transfer of firearms among non-licensed individuals. This means that background checks are not required, the transfer is not recorded, and the recipient need not show identification.

157. Only a handful of states require background checks for these types of sales, and most of those have special exemptions for giving guns to family members.

158. Guns changing hands among family members is considered the least-regulated aspect of firearm transfer in the United States.

159. Sales by wholesalers and dealers who regularly deal in firearms are ostensibly the most regulated; in reality, noncompliance with federal firearms laws and regulations among licensed sellers (known as FFLs) is rampant.

160. Between 2005 and 2010, on average only 56% of FFLs inspected were found to be compliant with federal firearms laws and regulations.

161. Between 2004 and 2011, 174,679 firearms were found to be "missing" from FFL inventories. Forty-eight percent of those missing firearms were long guns.

162. ATF - the agency responsible for monitoring FFLs and ensuring legal compliance - is unable to provide adequate oversight.

163. According to the U.S. Department of Justice, as of 2012 more than 58% of FFLs (roughly 73,000) had not been inspected by ATF in the last five years. A Washington Post investigation found that ATF inspected less than 10% of all FFLs in 2009 and that, on average, dealers are inspected only once a decade.

164. In 2010, ATF uncovered violations at more than half of the 10,500 dealers it inspected, but only 71 FFLs had their license revoked or were denied a renewal.

165. Several highly-publicized mass shootings have demonstrated that perpetrators of mass shootings are able to purchase or otherwise acquire AR-15s and AR-15s are increasingly the weapon of choice for these crimes.

166. Despite the unreasonable risks associated with selling assault rifles under these circumstances, defendants continued to market, promote and sell AR-15s to civilians.

THE ROAD TO SANDY HOOK

167. 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.

168. Prior to December 14, 2012, assault rifles like the Bushmaster 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.

169. Prior to December 14, 2012, assault rifles like the Bushmaster 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.

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

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

172. The Bushmaster Defendants continued to entrust the XM15-E2S to the civilian population by selling directly to Wal-Mart, Dick's Sporting Goods, and other prominent chain retail stores.

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

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

175. The Bushmaster Defendants continued marketing the XM15-E2S in militaristic terms while acknowledging in public filings that the growth of the AR-15 market was due in part to its appeal to a "younger demographic of users."

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

177. The Bushmaster Defendants knew, or should have known, that the Camfour Defendants were likely to entrust the XM15-E2S to the Riverview Defendants.

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

179. The Riverview Defendants had been cited by ATF for violations of federal firearms laws and regulations in 2007 and again in 2009.

180. An investigation of Riverview's sales practices from August 2009 to January 2011 uncovered more than 500 violations of federal firearms laws and regulations.

181. Between 2004 and 2010, Riverview received eleven separate instances of instruction from ATF regarding how to comply with federal firearms laws and regulations.

182. In March of 2010, the Riverview Defendants entrusted the Bushmaster XM15-E2S to Nancy Lanza.

183. Upon information and belief, Nancy Lanza's son, Adam Lanza, had expressed his desire to join the military - in particular, the elite Army Rangers unit - when he turned eighteen in April of 2010.

184. Upon information and belief, Adam Lanza was a devoted player of realistic, first-person shooter games. In one such online game, Combat Arms, Adam Lanza's "primary" weapon was the "M16A3," a military variant of the Bushmaster XM15-E2S.

185. Upon information and belief, Nancy Lanza bought the Bushmaster XM15-E2S to give to and/or share with her son in order to further connect with him and used it for those purposes.

186. When Adam Lanza turned 18 on April 22, 2010 he did not enlist in the military; instead, he gained unfettered access to a military-style assault rifle.

187. On the morning of December 14, 2012, Adam Lanza retrieved the Bushmaster XM15-E2S and ten 30-round magazines - several of which he taped together to allow for faster reload - and drove to Sandy Hook Elementary School.

188. Adam Lanza selected the Bushmaster XM15-E2S for his assault at Sandy Hook Elementary School from an arsenal that included at least three handguns, one shotgun, two bolt-action rifles, and three samurai swords.

189. Upon information and belief, Adam Lanza chose the Bushmaster 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.

190. Upon information and belief, Adam Lanza chose the Bushmaster XM15-E2S to use in his attack on Sandy Hook Elementary School not only for its functional capabilities but also because of its marketed association with the military.

191. 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 always did, with a long car ride from Stratford to Sandy Hook. On this particular morning, she had with her all the necessary ingredients and materials for her class to make gingerbread houses for the holidays.

192. 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.

193. 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.

194. 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 turn, adored her. In ten days, Rachel's boyfriend planned to propose.

195. 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.

196. 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.

197. On the morning of December 14, 2012, Jesse Lewis, 6, was a first-grader in classroom 10. An only child, Jesse adored riding horses, reading books with his mother, and playing memory card games for which he was known to be unbeatable. He also loved going out for special breakfasts before school with his dad. On that particular morning, father and son found time to enjoy a sausage and egg sandwich, polished off by hot chocolate.

198. On the morning of December 14, 2012, Noah Pozner was the youngest first-grader in classroom 10, having 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 free will. He was, truly, a force of nature.

199. 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.

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

201. Just before 9:30 am, Adam Lanza shot his way into the locked school with the Bushmaster XM15-E2S. It was the weapon he would use to take 26 lives in under five minutes.

202. 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 XM15-E2S. Natalie Hammond and another staff member were shot with the Bushmaster XM15-E2S and wounded.

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

204. In Classroom 8, Adam Lanza used the Bushmaster XM15-E2S to kill 15 children and 2 adults, including Daniel Barden, Benjamin Wheeler, Noah Pozner, Rachel D'Avino, and Lauren Rousseau.

205. In Classroom 10, Adam Lanza used the Bushmaster XM15-E2S to kill 5 children and 2 adults, including Dylan Hockley, Jesse Lewis, and Victoria Soto.

206. Nine children from Classroom 10 were able to escape when Adam Lanza paused to reload the Bushmaster XM15-E2S with another 30-round magazine.

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

208. Police collected 8 casings that had been expelled from the Bushmaster XM15-E2S near the broken window at the front entrance of the school.

209. Police collected 16 casings that had been expelled from the Bushmaster XM15-E2S in the lobby where the bodies of Mary Joy Sherlach and another school employee were found.

210. Police collected 80 casings that had been expelled from the Bushmaster XM15-E2S in Classroom 8.

211. Police collected 50 casings that had been expelled from the Bushmaster XM15-E2S in Classroom 10.

212. In total, police collected 154 casings that had been expelled from the Bushmaster XM15-E2S.

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

1.-212. Plaintiffs hereby incorporate and reallege as if fully set forth herein Paragraphs 1-212 of the foregoing opening section.

213. The Bushmaster Defendants knew, or should have known, of all of the foregoing information alleged at Paragraphs 1-13, 47-212. Based on this and similar information, the Bushmaster Defendants knew, or should have known, that the sale of assault rifles, including the XM15-E2S, to the civilian market posed an unreasonable and egregious risk of physical injury to others.

214. 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' marketing and sale of the XM15-E2S to the civilian market.

215. 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.

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

217. 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.

218. 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.

219. Despite this knowledge, the Bushmaster Defendants unethically, oppressively, immorally, and unscrupulously marketed and promoted the assaultive qualities and military uses of AR-15s to civilian purchasers of these weapons.

220. Despite this knowledge, the Bushmaster Defendants unethically, oppressively, immorally, and unscrupulously marketed and promoted the sale of AR-15s with the expectation and intent that possession and control of these weapons would be shared with and/or transferred to unscreened civilian users following purchase, including family members.

221. 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.

222. 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.

223. Upon information and belief, the Bushmaster Defendants supplied the XM15-E2S to the Camfour Defendants for resale to the civilian population.

224. The Bushmaster Defendants knew, or should have known, that the Camfour Defendants' use of the product - supplying it to dealers who sell directly to civilians - involved an unreasonable risk of physical injury to others.

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

226. 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.

227. 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.

228. 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.

229. 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.-212. Plaintiffs hereby incorporate and reallege as if fully set forth herein Paragraphs 1-212 of the foregoing opening section.

213. The Camfour Defendants knew, or should have known, of all of the foregoing information alleged at Paragraphs 1-13, 47-212. Based on this and similar information, the Camfour Defendants knew, or should have known, that the sale of assault rifles, including the Bushmaster XM15-E2S, to the civilian market posed an unreasonable and egregious risk of physical injury to others.

214. 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 Bushmaster XM15-E2S to the civilian market.

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

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

217. The Camfour Defendants knew, or should have known, that the utility of the Bushmaster 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.

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

219. Despite this knowledge, the Camfour Defendants unethically, oppressively, immorally, and unscrupulously promoted the sale of AR-15s with the expectation and intent that possession and control of these weapons would be shared with and/or transferred to unscreened civilian users following purchase, including family members.

220. 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.

221. 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.

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

223. Upon information and belief, the Camfour Defendants supplied the XM15-E2S to the Riverview Defendants for resale to the civilian market.

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

225. The Camfour Defendants' sale of the Bushmaster XM15-E2S involved an unreasonable risk of physical injury to others.

226. 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.

227. 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.

228. 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.

229. 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.-212. Plaintiffs hereby incorporate and reallege as if fully set forth herein Paragraphs 1-212 of the foregoing opening section.

213. The Riverview Defendants knew, or should have known, of all of the foregoing information alleged at Paragraphs 1-13, 47-212. Based on this and similar information, the Riverview Defendants knew, or should have known, that the sale of assault rifles, including the Bushmaster XM15-E2S, to the civilian market posed an unreasonable and egregious risk of physical injury to others.

214. 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 Bushmaster XM15-E2S to Nancy Lanza.

215. 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.

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

217. The Riverview Defendants knew, or should have known, that the utility of the Bushmaster 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.

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

219. Despite this knowledge, the Riverview Defendants unethically, oppressively, immorally, and unscrupulously promoted the sale of AR-15s with the expectation and intent that possession and control of these weapons would be shared with and/or transferred to unscreened civilian users following purchase, including family members.

220. 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.

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

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

223. Upon information and belief, the Riverview Defendants began the process of selling the Bushmaster XM15-E2S to Nancy Lanza on March 15, 2010.

224. Upon information and belief, the Riverview Defendants transferred the Bushmaster XM15-E2S to Nancy Lanza on March 29, 2010.

225. The Riverview Defendants knew, or should have known, that Nancy Lanza was likely to use the Bushmaster XM15-E2S in a manner involving an unreasonable risk of physical injury to others.

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

227. 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.

228. 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.

229. 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.

230. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-226. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-226 of Count One.

227. 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.

228. 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.

229. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-226. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-226 of Count Two.

227. 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.

228. 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.

229. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-227. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-227 of Count Three.

228. 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.

229. 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.

230. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-226. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-226 of Count One.

227. 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.

228. 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.

229. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-226. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-226 of Count Two.

227. 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.

228. 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.

229. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-227. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-227 of Count Three.

228. 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.

229. 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.

230. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-226. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-226 of Count One.

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

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

229. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-226. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-226 of Count Two.

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

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

229. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-227. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-227 of Count Three.

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

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

230. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-226. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-226 of Count One.

227. 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.

228. 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.

229. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-226. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-226 of Count Two.

227. 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.

228. 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.

229. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-227. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-227 of Count Three.

228. 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.

229. 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.

230. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-226. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-226 of Count One.

227. 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.

228. 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.

229. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-226. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-226 of Count Two.

227. 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.

228. 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.

229. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-227. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-227 of Count Three.

228. 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.

229. 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.

230. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-226. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-226 of Count One.

227. 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.

228. 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.

229. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-226. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-226 of Count Two.

227. 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.

228. 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.

229. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-227. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-227 of Count Three.

228. 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.

229. 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.

230. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-226. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-226 of Count One.

227. 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.

228. 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.

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

1.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-226. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-226 of Count Two.

227. 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.

228. 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.

229. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-227. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-227 of Count Three.

228. 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.

229. 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.

230. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-226. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-226 of Count One.

227. 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.

228. 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.

229. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-226. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-226 of Count Two.

227. 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.

228. 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.

229. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-227. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-227 of Count Three.

228. 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.

229. 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.

230. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-226. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-226 of Count One.

227. 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.

228. 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.

229. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-226. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-226 of Count Two.

227. 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.

228. 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.

229. 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.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-227. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-227 of Count Three.

228. 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.

229. 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.

230. 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:
(Natalie Hammond v. Bushmaster Defendants)

1.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-226. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-226 of Count One.

227. 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.

228. 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, foot, thigh, and hand;
d. destruction of the ability to enjoy life's activities; and
e. destruction of earning capacity.

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

COUNT THIRTY-TWO:
(Natalie Hammond v. Camfour Defendants)

1.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-226. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-226 of Count Two.

227. 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.

228. 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, foot, thigh, and hand;
d. destruction of the ability to enjoy life's activities; and
e. destruction of earning capacity.

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

COUNT THIRTY-THREE:
(Natalie Hammond v. Riverview Defendants)

1.-212. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 1-212 of Count One.

213.-227. Plaintiffs hereby incorporate and re-allege as if fully set forth herein Paragraphs 213-227 of Count Three.

228. 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.

229. 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, foot, thigh, and hand;
d. destruction of the ability to enjoy life's activities; and
e. destruction of earning capacity.

230. 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 29th day of October, 2015.

THE PLAINTIFFS,

By _____

JOSHUA D. KOSKOFF
ALINOR C. STERLING
KATHERINE MESNER-HAGE
jkoskoff@koskoff.com
asterling@koskoff.com
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350 FAIRFIELD AVENUE
BRIDGEPORT, CT 06604
PHONE: (203) 336-4421
FAX: (203) 368-3244
JURIS #32250

CERTIFICATION

This is to certify that a copy of the foregoing has been mailed, postage prepaid, and emailed this day to all counsel of record, to wit:

For Bushmaster Firearms International LLC, a/k/a;
Remington Outdoor Company, Inc.

Jonathan P. Whitcomb, Esq.
Diserio Martin O'Connor & Castiglioni, LLP
One Atlantic Street
Stamford, CT 06901
jwhitcomb@dmoc.com
TEL: (203) 358-0800
FAX: (203) 348-2321

For Camfour, Inc.;
Camfour Holding, LLP

Scott Charles Allan, Esq.
Renzulli Law Firm, LLP
81 Main Street, #508
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TEL: (914) 285-0700
FAX: (914) 285-1213

JOSHUA D. KOSKOFF
ALINOR C. STERLING
KATHERINE MESNER-HAGE

EXHIBIT A

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		DATE OF CERTIFICATE
Victoria Leigh Soto (13-00070)		*February 7, 2013* *Valid for:* 1 year from this date
FIDUCIARY'S NAME AND ADDRESS	FIDUCIARY'S POSITION OF TRUST	DATE OF APPOINTMENT
Donna Louise Soto, 158 Knowlton Street, Stratford, CT 06615	Administratrix	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

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	DATE OF CERTIFICATE
Dylan Christopher Jack Hockley, (14-0564)	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

EXHIBIT C

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	FIDUCIARY'S POSITION OF TRUST	DATE OF APPOINTMENT
David Cole Wheeler, 10 Lakeview Terrace, Sandy Hook, CT 06482	Administrator	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.

Jacqueline Buckle, Chief Clerk

Court Seal

NOT VALID WITHOUT COURT OF PROBATE SEAL IMPRESSED

EXHIBIT C

EXHIBIT D

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 RACHEL MARIE D'AVINO, , AKA RACHEL M. D'AVINO (13-0036)		DATE OF CERTIFICATE December 10, 2014
FIDUCIARY'S NAME AND ADDRESS Mary A. D'Avino, 48 Deerwood Drive, Bethlehem, CT 06751	FIDUCIARY'S POSITION OF TRUST Administratrix	DATE OF APPOINTMENT 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.

Court Seal

Pamela L. Osborne, Assistant Clerk

NOT VALID WITHOUT COURT OF PROBATE SEAL IMPRESSED

EXHIBIT D

EXHIBIT E

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	DATE OF CERTIFICATE
Daniel Gerard Barden, (14-0577)	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

EXHIBIT F

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

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	DATE OF CERTIFICATE
Jessie McCord Lewis, , AKA Jessie M. Lewis (13-0048)	December 10, 2014

FIDUCIARY'S NAME AND ADDRESS	FIDUCIARY'S POSITION OF TRUST	DATE OF APPOINTMENT
Scarlett Lewis, 6 Great Ring Road, Sandy Hook, CT 06482	Co-Administrator, d.b.n.	December 9, 2014
Neil Heslin, 90 Polar Drive, Shelton, CT 06484	Co-Administrator, d.b.n	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.

Jacqueline Buckle, Chief Clerk

Court Seal

NOT VALID WITHOUT COURT OF PROBATE SEAL IMPRESSED

EXHIBIT G

EXHIBIT H

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	FIDUCIARY'S POSITION OF TRUST	DATE OF APPOINTMENT
Leonard Pozner, 261 South Main Street, #332, Newtown, CT 06470	Administrator	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. Lucchesi, Clerk

Court Seal

NOT VALID WITHOUT COURT OF PROBATE SEAL IMPRESSED

EXHIBIT H

EXHIBIT I

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