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

LOREN KORPI

Plaintiff,

v.

REMINGTON ARMS COMPANY, LLC.,
SPORTING GOODS PROPERTIES, INC.
and E.I. DUPONT DE NEMOURS AND
COMPANY

Defendants.

Case No. _____

**COMPLAINT AND DEMAND FOR
JURY TRIAL**

COMPLAINT

COMES NOW Plaintiff Loren Korpi, by and through his attorneys, Kurt D. Holzer, Holzer Edwards, CHTD, and Timothy W. Monsees, Monsees & Mayer, P.C. and for his claim for relief against Defendants, Remington Arms Company, LLC., Sporting Goods Properties, Inc. and E.I. DuPont De Nemours and Company state and allege as follows:

PARTIES

1. Plaintiff Loren Korpi, (hereinafter collectively “Plaintiff”) resides at 90788 Kennedy Road, Warrenton, OR, 97146.

2. Defendant Remington Arms Company, LLC (hereinafter “Remington”) is a Delaware Corporation, and registered to do business in the Commonwealth of Pennsylvania. Service should be made upon its registered agent, CT Corporation System, 1635 Market Street, Philadelphia, Pennsylvania 19103, unless Defendant Remington Arms Company, Inc. waives service pursuant to Rule 4(d), F.R.Civ. P.

3. Defendant Sporting Goods Properties, Inc. (hereinafter “SGPI”) is a Delaware corporation and registered to do business in the Commonwealth of Pennsylvania. Service should be made upon its registered agent, CT Corporation System 1635 Market Street, Philadelphia, Pennsylvania 19103, unless Defendant Sporting Goods Properties, Inc. waives service pursuant to Rule 4(d), F.R.Civ. P.

4. Defendant E.I. DuPont de Nemours, Inc. (hereinafter “DuPont”) is a Delaware Corporation and registered to do business in the Commonwealth of Pennsylvania. Service should be made upon its registered agent, CT Corporation System at 1635 Market Street, Philadelphia, Pennsylvania 19103, unless Defendant E.I. DuPont de Nemours, Inc. waives service pursuant to Rule 4(d), F.R.Civ. P.

JURISDICTION, VENUE AND SERVICE OF PROCESS ALLEGATIONS

5. This Honorable Court has jurisdiction over this matter pursuant to 28 U.S.C. Sec. 1332 in that all facts and occurrences alleged below took place in Elmore County, Idaho. Additionally, the Plaintiff is a citizen of Oregon, and that the Defendants are all corporate citizens of the State of Delaware and the amount in controversy exceeds Seventy-Five Thousand (\$75,000.00) Dollars.

6. Venue is proper within the Southern Division of Idaho because the incident which gives rise to this complaint occurred within Elmore County, Idaho.

COMMON ALLEGATIONS

7. Defendants, Remington, DuPont and SGPI (hereinafter collectively “Defendants”) were and are now engaged in the business of designing, manufacturing, assembling, distributing and selling firearms.

8. Defendants, Remington, DuPont and SGPI, did design, manufacture, distribute, sell and, place into the stream of commerce, the Remington Model 700, 30.06 bolt action rifle including the action, fire control system, and safety, bearing Serial Number 6722507 (hereinafter “Rifle”), knowing and expecting that said Rifle would be used by consumers and around members of the general public.

9. Prior to November 30, 1993, DuPont owned 100% of the stock in the company known as Remington Arms Company, Inc. (now SGPI).

10. On or about November 30, 1993, RACI (Remington Arms Acquisition Corporation, Inc.) purchased from DuPont substantially all of the income producing assets of Remington Arms Company, Inc. (now known as SGPI), including the corporate name.

11. The company formerly known as Remington Arms Company, Inc. changed its name to Sporting Goods Properties, Inc., and RACI changed its name to Remington Arms Company, LLC .

12. SGPI retained certain non-income producing assets, some with significant environmental and other liabilities such that its net worth was reduced to a small fraction of its former so that SGPI may not be able to pay reasonable judgments in this and similar litigation.

13. At all times pertinent to this action Defendants, SGPI and DuPont were and are the alter ego of each other and in essence constitute one legal entity in which SGPI operates as a division of DuPont.

14. The separate incorporation of SGPI is a sham in that it is merely a corporate veil which insulates DuPont from liability for products manufactured and sold by SGPI.

15. DuPont exerted, and currently exerts extreme influence, complete dominion and/or absolute control over the corporate activity and function of SGPI.

16. DuPont's continued operation of SGPI as a separate legal entity is a subterfuge designed to defeat public convenience, justify a wrong, perpetrate a fraud and/or otherwise work an injustice on Plaintiff herein and the general public.

17. The conduct of DuPont and/or SGPI has harmed or will harm Plaintiff and the general public, justifying piercing of the corporate veil resulting in DuPont being liable for the acts and omissions of SGPI as they are in reality one (1) legal entity.

18. All Defendants are so intertwined contractually for the liabilities, past, present and future, of each other that they are, in fact, one entity and therefore, the corporate veils of each company should be pierced to properly ascertain the responsible parties for the allegations contained herein.

19. The Asset Sale/Purchase Agreement transferring the assets of SGPI to Remington and various revised or supplemental agreements spread responsibility and authority for product liability claims among the three (3) Defendants as it is unclear who bears the contractual liability for this claim.

20. Remington and/or DuPont expressly and impliedly agreed to assume certain debts and responsibilities, including the product liability of SGPI by the terms of the Asset/Sale Purchase Agreement as well as the continuing relationship between Remington, DuPont and SGPI, and therefore DuPont and/or Remington are the corporate successors to the product liability claims asserted, now and in the future, against SGPI, including this particular lawsuit.

21. Remington continues in the design, manufacture, distribution and sale of all Remington Arms product lines including the Remington Model 700 bolt action rifle, without any significant changes.

22. Remington maintains the same plants, employees, organization, contracts, customers, suppliers, advertising, products and name acquired in the asset purchase.

23. Remington acquired the entire company from SGPI through an asset/sale purchase in order to avoid and/or limit the liability resulting from an outright purchase of the stock from DuPont, and therefore, DuPont and/or Remington are the corporate successors to the product liability claims asserted, now and in the future, against SGPI, including this particular lawsuit.

24. Remington, DuPont and SGPI acted fraudulently with respect to the asset/sale purchase in that its purpose was to avoid and/or limit the responsibility of DuPont and/or Remington for the debts of SGPI, particularly its product liability, and therefore, DuPont and/or Remington are the corporate successors to the product liability claims asserted, now and in the future, against SGPI, including this particular lawsuit.

25. At all times pertinent to this action SGPI was an agent of DuPont acting in the course and scope of its agency relationship thereby making its principal, DuPont, liable for all of SGPI's acts and omissions, either by exercising direct control over SGPI, or by adopting and ratifying SGPI's acts or omissions.

26. At all times pertinent to this action, agents of DuPont, acting within the course and scope of their agency relationship, controlled SGPI, thereby making SGPI's acts and omissions those of their principal, DuPont, either by exercising direct control over SGPI, or by adopting and ratifying SGPI's acts or omissions.

27. At all times pertinent to this action Remington, DuPont and SGPI were all acting in concert pursuant to Idaho Code 6-803(5), in the design, manufacture, distribution and sale of all Remington Arms product lines including the Remington Model 700 bolt action rifle and are therefore joint and severally liable for the claims outlined below.

28. On October 28, 2012, Plaintiff Loren Korpi (hereinafter "Loren") was camping and hunting in Elmore County, Idaho with his brother Mark Korpi (hereinafter "Mark") and friend, George Joy (hereinafter "George").

29. Mark was the owner of the Rifle and brought it to hunt with the next day.

30. On or about October 28, 2012, the three men planned to site in their respective rifles; they set up a target and each of the hunters loaded their rifles.

31. Mark took two shots with the Rifle and put the safety "on" while Loren also sited in his rifle. After siting in their rifles, the three hunters decided to return to the campsite.

32. Before returning to the campsite, Mark decided to unload the Rifle. The three men were standing approximately six to eight feet apart, in a triangle facing each other, with Loren to Mark's left and slightly forward of him and George to his right at the same angle.

33. On or about October 28, 2012, Mark was bent forward and had the Rifle pointed toward the ground as he tried to open the bolt to unload the Rifle. His right hand was on the bolt, while his left hand grasped the forestock of the Rifle. After his initial effort, and recognizing that the Rifle had a bolt lock, he realized he needed to take the Rifle off “safe” to unload the rifle.

34. Mark had the Rifle pointed into the ground just to his left, as Mark first attempted to unsuccessfully open the bolt. As he used his right thumb to shift the safety to the “fire” position, he also slightly changed his body position to stand somewhat more erect.

35. The slight reposition caused the muzzle to be inadvertently pointed at Loren’s left lower leg. When he pushed the safety forward, the Rifle fired.

36. The trigger was not pulled or contacted in any manner, but instead the Rifle fired as a result of being moved due to forces exerted on the fire control system during this process of pushing the safety forward.

37. The bullet from the Rifle traveled into Loren’s left leg, ankle and foot ultimately causing serious permanent injury and scarring.

38. Loren is bringing this action to recover damages from Defendants arising from his personal injuries caused by this incident.

39. Plaintiff’s damages include past and future: medical and out of pocket expenses, mental and physical pain and suffering; loss of earnings, impaired earning capacity, permanent disability, disfigurement; and other general and special damages in an amount to be determined by the jury at trial of this action.

COUNT I

STRICT LIABILITY

Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 39 of the Complaint as though set forth at length herein.

40. The Rifle, as designed, manufactured, sold and distributed by Defendants was in a defective condition, unreasonably dangerous to the user, consumer or bystander, their property and the public in general.

41. Mark, a consumer of the general public, used the Rifle in a reasonably foreseeable

manner.

42. The Rifle as designed, manufactured, sold and distributed by Defendants was in substantially the same condition as when it was manufactured by Defendants.

43. The Rifle was defective and unreasonably dangerous when it was sold by Defendants and at the time it left their possession and control.

44. Plaintiff was injured as a direct and proximate result of the defective design, manufacture, sale and distribution of the Rifle.

45. The defective design, manufacture, sale and distribution of the Rifle were the cause or a substantial factor in causing the accident in question.

46. By reason of the Defendants' defective design, manufacture, sale and distribution of the Rifle, and the direct and proximate cause thereof, Loren has and will continue to incur mental and physical pain and suffering, inconvenience and embarrassment.

47. By reason of the Defendants' defective design, manufacture, sale and distribution of the Rifle, and the direct and proximate cause thereof, Loren has and will continue to undergo medical treatment and incur medical and out of pocket expenses.

48. By reason of the Defendants' defective design, manufacture, sale and distribution of the Rifle, and the direct and proximate cause thereof, Loren has and will continue to incur loss of earnings.

49. By reason of the Defendants' defective design, manufacture, sale and distribution of the Rifle, and the direct and proximate cause thereof, Loren has and will continue to have an impaired earning capacity.

50. By reason of the Defendants' defective design, manufacture, sale and distribution of the Rifle, and the direct and proximate cause thereof, Loren has and will to suffer from a permanent disability and disfigurement for the remainder of his lifetime.

51. By reason of the Defendants' defective design, manufacture, sale and distribution of the Rifle, and the direct and proximate cause thereof, Loren has and will to be deprived of the ordinary pleasures of life.

52. Plaintiff has suffered and is entitled to recover damages from Defendants as a direct

and proximate result of the defective design, manufacture, sale and distribution of the Rifle.

53. Defendants' conduct in the design, manufacture, sale and/or failure to warn of the Rifle was outrageous or malicious or otherwise justifies an award of punitive damages and therefore Plaintiff reserves the right to seek amendment of this complaint pursuant to Idaho Code section 6-1604 to seek such damages.

WHEREFORE, Plaintiff prays for judgment against the Defendants as follows:

- A. For compensatory, special and general damages against the Defendants, jointly and severally, in a fair and reasonable amount as the jury deems just and equitable under the circumstances and commensurate with Plaintiff's losses, in excess of Seventy-Five Thousand Dollars and 00/100 (\$75,000.00);
- B. For attorney's fees and costs incurred in this action as permitted by law;
- C. For interest from the date of the accident as permitted by law; and
- D. For such further and additional relief as this Court deems just and proper.

COUNT II

STRICT LIABILITY FAILURE TO WARN

54. Plaintiff's incorporate herein by reference each and every allegation contained in Paragraphs 1 through 53 of the Complaint as though set forth at length herein.

55. The Rifle was in a defective and unreasonably dangerous condition because of the failure to warn of its propensity to unexpectedly discharge without pulling the trigger and the failure to properly instruct about its care and maintenance.

56. Plaintiff had no knowledge of said defective conditions present in the Rifle and had no reason to suspect it was unreasonably dangerous prior to the inadvertent discharge that injured Loren.

57. As a direct and proximate result of the Defendants' failure to warn of the Rifle's propensity to unexpectedly discharge without pulling the trigger and failure to properly instruct about its care and maintenance, Loren has and will continue to incur mental and physical pain and suffering, inconvenience and embarrassment.

58. By reason of the Defendants' failure to warn of the Rifle's propensity to unexpectedly

discharge without pulling the trigger and failure to properly instruct about its care and maintenance, and the direct and proximate cause thereof, Loren has and will continue to undergo medical treatment and incur medical and out of pocket expenses.

59. By reason of the Defendants' failure to warn of the Rifle's propensity to unexpectedly discharge without pulling the trigger and failure to properly instruct about its care and maintenance, and the direct and proximate cause thereof, Loren has and will continue to incur loss of earnings.

60. By reason of the Defendants' failure to warn of the Rifle's propensity to unexpectedly discharge without pulling the trigger and failure to properly instruct about its care and maintenance, and the direct and proximate cause thereof, Loren has and will continue to have an impaired earning capacity.

61. By reason of the Defendants' failure to warn of the Rifle's propensity to unexpectedly discharge without pulling the trigger and failure to properly instruct about its care and maintenance, and the direct and proximate cause thereof, Loren has and will to suffer from a permanent disability and disfigurement for the remainder of his lifetime.

62. By reason of the failure to warn of the Rifle's propensity to unexpectedly discharge without pulling the trigger and failure to properly instruct about its care and maintenance, and the direct and proximate cause thereof, Loren has and will to be deprived of the ordinary pleasures of life.

63. Defendants' conduct in the design, manufacture, sale and/or failure to warn of the Rifle was outrageous or malicious or otherwise justifies an award of punitive damages and therefore Plaintiff reserves the right to seek amendment of this complaint pursuant to Idaho Code section 6-1604 to seek such damages.

WHEREFORE, Plaintiff prays for judgment against the Defendants as follows:

- A. For compensatory, special and general damages against the Defendants, jointly and severally, in a fair and reasonable amount as the jury deems just and equitable under the circumstances and commensurate with Plaintiff's losses, in

excess of Seventy-Five Thousand Dollars and 00/100 (\$75,000.00);

- B. For attorney's fees and costs incurred in this action as permitted by law;
- C. For interest from the date of the accident as permitted by law; and
- D. For such further and additional relief as this Court deems just and proper.

COUNT III

NEGLIGENT DESIGN AND MANUFACTURE

64. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 63 of the Complaint as though set forth at length herein.

65. Defendants negligently designed, manufactured, sold and distributed the Rifle in its defective and unreasonably dangerous condition.

66. Defendants were negligent, careless and reckless in one or more of the following respects:

- a. In designing a fire control with a "trigger connector";
- b. In designing a fire control equipped with a "bolt lock" or device that prevented the loading or unloading of the rifle while the rifle was in the "safe" condition;
- c. In designing a fire control with manufacturing tolerance build up;
- d. In designing a fire control that failed to include preset engagement between the trigger connector and the sear;
- e. In designing a fire control that was susceptible to the accumulation of debris, lubrication build up, and/or the accumulation of rust;
- f. In designing a fire control that was susceptible to adjustment;
- g. In designing a fire control that was susceptible to the presence of manufacturing burrs or debris;
- h. In designing a fire control that will fire without a pull of the trigger;
- i. In designing a fire control that will fire when the safety is shifted from the "safe" to the "fire" position;
- j. In designing a fire control that will fire when the bolt is cycled;
- k. In designing a fire control that will "jar off";

- l. In designing a fire control that uses improper materials, including “powdered metal” for the sear that are unusually susceptible to normal wear and tear;
- m. In manufacturing a fire control that has burrs or manufacturing debris within the fire control;
- n. In manufacturing a fire control without proper or adequate quality control procedures or checks;
- o. In failing to warn users and handlers of the rifles of the potential for firings in the absence of a pull of the trigger;
- p. In failing to warn users and handlers of the risks and hazards of improper maintenance of the Rifle;
- q. In failing to warn users and handlers of the risks and hazards of adjustment of the fire control;
- r. In failing to inform or advise users and handlers of the proper procedures for maintenance of the Rifle; and
- s. In failing to inform or advise users and handlers of the proper procedures for adjustments to the fire control.

67. As a direct and proximate result of Defendants’ negligent, careless and reckless design, manufacture, sale and distribution of the Rifle, Loren has and will continue to incur mental and physical pain and suffering, inconvenience and embarrassment.

68. By reason of the Defendants’ negligent, careless and reckless design, manufacture, sale and distribution of the Rifle, and the direct and proximate cause thereof, Loren has and will continue to undergo medical treatment and incur medical and out of pocket expenses.

69. By reason of the Defendants’ negligent, careless and reckless design, manufacture, sale and distribution of the Rifle, and the direct and proximate cause thereof, Loren has and will continue to incur loss of earnings.

70. By reason of the Defendants’ negligent, careless and reckless design, manufacture, sale and distribution of the Rifle, and the direct and proximate cause thereof, Plaintiff has and will continue to have an impaired earning capacity.

71. By reason of the Defendants' negligent, careless and reckless design, manufacture, sale and distribution of the Rifle, and the direct and proximate cause thereof, Plaintiff has and will to suffer from a permanent disability and disfigurement for the remainder of his lifetime.

72. By reason of the Defendants' negligent, careless and reckless design, manufacture, sale and distribution of the Rifle, and the direct and proximate cause thereof, Plaintiff has and will to be deprived of the ordinary pleasures of life.

73. Defendants' conduct in the design, manufacture, sale and/or failure to warn of the Rifle was outrageous or malicious or otherwise justifies an award of punitive damages and therefore Plaintiff reserves the right to seek amendment of this complaint pursuant to Idaho Code section 6-1604 to seek such damages.

WHEREFORE, Plaintiffs pray for judgment against the Defendants as follows:

- A. For compensatory, special and general damages against the Defendants, jointly and severally, in a fair and reasonable amount as the jury deems just and equitable under the circumstances and commensurate with Plaintiff's losses, in excess of Seventy-Five Thousand Dollars and 00/100 (\$75,000.00);
- B. For attorney's fees and costs incurred in this action as permitted by law;
- C. For interest from the date of the accident as permitted by law; and
- D. For such further and additional relief as this Court deems just and proper.

COUNT IV

NEGLIGENT FAILURE TO WARN

74. Plaintiff incorporates herein by reference each and every allegation set forth herein in Paragraphs 1 through 73 of the Complaint as though set forth herein.

75. Defendants negligently, carelessly and recklessly failed to warn of the Rifle's propensity to discharge unexpectedly without pulling the trigger and failed to properly instruct about its care and maintenance.

76. Defendants further failed and neglected to instruct and warn owners and gun handlers of the dangerous propensities of the rifle to fire when the safety is moved to the "fire" position , as needed to load and unload the rifle.

77. Plaintiffs' had no knowledge of said defective conditions present in the Rifle and had no reason to suspect it was unreasonably dangerous prior to the inadvertent discharge which injured Loren.

78. As a direct and proximate result of Defendants' negligent, careless and reckless failure to warn of the Rifle's propensity to unexpectedly discharge and failure to properly instruct about its care and maintenance, Loren has and will continue to incur mental and physical pain and suffering, inconvenience and embarrassment.

79. By reason of the Defendants' negligent, careless and reckless failure to warn of the Rifle's propensity to unexpectedly discharge and failure to properly instruct about its care and maintenance, and the direct and proximate cause thereof, Loren has and will continue to undergo medical treatment and incur medical and out of pocket expenses.

80. By reason of the Defendants' negligent, careless and reckless failure to warn of the Rifle's propensity to unexpectedly discharge and failure to properly instruct about its care and maintenance, and the direct and proximate cause thereof, Loren has and will continue to incur loss of earnings.

81. By reason of the Defendants' negligent, careless and reckless failure to warn of the Rifle's propensity to unexpectedly discharge and failure to properly instruct about its care and maintenance, and the direct and proximate cause thereof, Plaintiff has and will continue to have an impaired earning capacity.

82. By reason of the Defendants' negligent, careless and reckless failure to warn of the Rifle's propensity to unexpectedly discharge and failure to properly instruct about its care and maintenance, and the direct and proximate cause thereof, Plaintiff has and will to suffer from a permanent disability and disfigurement for the remainder of his lifetime.

83. By reason of the Defendants' negligent, careless and reckless failure to warn of the Rifle's propensity to unexpectedly discharge and failure to properly instruct about its care and maintenance, and the direct and proximate cause thereof, Plaintiff has and will to be deprived of the ordinary pleasures of life.

84. Defendants' conduct in the design, manufacture, sale and/or failure to warn of the

Rifle was outrageous or malicious or otherwise justifies an award of punitive damages and therefore Plaintiff reserves the right to seek amendment of this complaint pursuant to Idaho Code section 6-1604 to seek such damages.

WHEREFORE, Plaintiffs pray for judgment against the Defendants as follows:

- A. For compensatory, special and general damages against the Defendants, jointly and severally, in a fair and reasonable amount as the jury deems just and equitable under the circumstances and commensurate with Plaintiff's losses, in excess of Seventy-Five Thousand Dollars and 00/100 (\$75,000.00);
- B. For attorney's fees and costs incurred in this action as permitted by law;
- C. For interest from the date of the accident as permitted by law; and
- D. For such further and additional relief as this Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Plaintiff prays that the causes of action alleged herein be tried in this Court before a jury of their peers.

Dated this 22 day of October, 2013.

Holzer♦Edwards, Chtd.

By: 
Kurt D. Holzer

and

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