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COURT OF COMMON PLEAS
BUTLER COUNTY, OHIO

FILED
FEB 12 1997

CHRISTOPHER MICHAEL BUSCHELMAN
1120 Davis Road
Hamilton, Ohio 45013

Case No. CV 97 01 0255
CLERK OF COURTS

Plaintiff

FIRST AMENDED COMPLAINT
WITH JURY DEMAND
ENDORSED HEREON

vs.

WAL-MART, INC.
10240 Colerain Avenue
Cincinnati, Ohio 45251

Butler County Pleas Court
BUTLER COUNTY, OHIO

and

FEB 12 1997

CONNECTICUT VALLEY ARMS, INC.
5988 Peachtree Corners East
Norcross, Georgia 30071

CINDY CARPENTER
CLERK OF COURTS

Defendants

Now comes plaintiff, by and through counsel, and for his
Complaint states as follows, to wit:

FIRST CLAIM

1. Plaintiff is, and at all times relevant herein, was a
resident of Butler County, Ohio.

2. Defendant Wal-Mart, Inc. is, and at all times relevant
herein, was a corporation licensed and authorized to conduct
business in the State of Ohio.

3. Defendant Wal-Mart, Inc., engages in the business of
selling firearms, including but not limited to the CVA In Line
Muzzleloader manufactured by defendant Connecticut Valley Arms,
Inc..

4. Defendant Connecticut Valley Arms, Inc., whose address
is unknown at the time of filing this pleading, is and at all
times relevant herein, was a corporation licensed and authorized
to conduct business in the State of Ohio.

5. Defendant Connecticut Valley Arms, Inc. engages in the business of the manufacture, distribution, and sale of firearms, including but not limited to the CVA In Line Muzzleloader.

6. Defendant Connecticut Valley Arms, Inc. manufactured and sold to Defendant Wal-Mart, Inc. the subject CVA In Line Muzzleloader.

7. Defendant Connecticut Valley Arms, Inc. expressly and impliedly warranted that said CVA In Line Muzzleloader was fit for the ordinary purposes for which such CVA In Line Muzzleloader was to be used, and knew that it would be used without further inspection.

8. On or about the 20th day of December, 1996 defendant Wal-Mart, Inc. sold the subject CVA In Line Muzzleloader to plaintiff.

9. The said CVA In Line Muzzleloader was defective because it was not fit for the ordinary purposes for which such CVA In Line Muzzleloader was to be used.

10. On or about the 23rd day of December, 1996, while at his home, plaintiff was in the normal course of firing the said CVA In Line Muzzleloader.

11. As a direct and proximate result of the defective condition of the said CVA In Line Muzzleloader, it malfunctioned causing a part of the firearm to break off and strike plaintiff in the face, thereby injuring him.

12. At the time the CVA In Line Muzzleloader was delivered into plaintiff's possession and at all times from that date until the time of plaintiff's injury, the muzzleloader was in the same

condition as when plaintiff obtained it from defendant Wal-Mart, Inc.

13. At the time plaintiff was injured, plaintiff was using the muzzleloader in a manner reasonably anticipated by both defendants.

14. As a direct and proximate result of the defective condition of the CVA In Line Muzzleloader, plaintiff suffered temporary and permanent physical and mental pain and suffering, has suffered lost earnings in the amount of \$500.00, incurred medical expenses in excess of \$1000.00 and expects to incur medical expenses in the future.

SECOND CLAIM

15. Plaintiff hereby incorporates as though fully rewritten herein each and every allegation set forth in his First Claim.

16. Defendant Connecticut Valley Arms, Inc. was negligent in the manufacture of the said CVA In Line Muzzleloader such that when said gun left the control of the defendant Connecticut Valley Arms, Inc., it deviated in a material way from the design specifications, formula, or performance standards of defendant Connecticut Valley Arms, Inc., or from otherwise identical units manufactured to the same design specifications, design, formula, or performance standards.

17. As a direct and proximate result of the defective manufacturing of the CVA In Line Muzzleloader, plaintiff suffered temporary and permanent physical and mental pain and suffering, has suffered lost earnings in the amount of \$500.00, incurred

medical expenses in excess of \$1000.00 and expects to incur medical expenses in the future.

THIRD CLAIM

18. Plaintiff hereby incorporates as though fully rewritten herein each and every allegation set forth in his First and Second Claims.

19. Defendant Connecticut Valley Arms, Inc. was negligent in the design of the said CVA In Line Muzzleloader.

20. As a direct and proximate result of the defective design of the CVA In Line Muzzleloader, plaintiff suffered temporary and permanent physical and mental pain and suffering, has suffered lost earnings in the amount of \$500.00, incurred medical expenses in excess of \$1000.00 and expects to incur medical expenses in the future.

FOURTH CLAIM

21. Plaintiff hereby incorporates as though fully rewritten herein each and every allegation set forth in his First, Second and Third Claims.

22. The CVA In Line Muzzleloader was defective due to inadequate warnings or instructions as to the use of and the dangerous characteristics of the said muzzleloader.

23. As a direct and proximate result of the inadequate warnings or instructions, plaintiff suffered temporary and permanent physical and mental pain and suffering, has suffered lost earnings in the amount of \$500.00, incurred medical expenses in excess of \$1000.00 and expects to incur medical expenses in the future.