

3.

At no time did Mr. Freeman cause or contribute to the cause of this screw blowing out of the back end of the bolt action.

4.

At all times relevant, Melvin Freeman was properly shooting the CVA rifle and it was reasonably foreseeable that the CVA rifle and bolt action would be used in the manner employed by the Plaintiff on October 18, 2000.

5.

Mr. Freeman suffered severe and permanent injuries to his right eye as a result of the screw striking his eye with great force.

6.

Melvin Freeman's injuries were proximately caused by CVA's negligence and defective design, manufacture and assembly of the Firebolt" in-line bolt action muzzle loading rifle, Caliber .50, Serial Number 61-13-096816-97. The design and manufacturing choices made by CVA for the bolt housing and retaining screw were inappropriate for the application. More specifically, the thread fit between the screw and the bolt housing on this rifle was too loose. This combined with the soft materials used for these parts and the "slit" design resulted in a failure of the threaded connection causing the screw in the end of the bolt action to be blown out the back violently striking Mr. Freeman in the eye.

7.

As a result of the injuries, as caused by the conduct of the CVA, Mr. Freeman has suffered severe and excruciating pain and injuries, both mental and physical, all of which will continue into the future.

8.

In addition to his physical and mental injuries, Melvin Freeman incurred medical expenses for the treatment of his injuries from his medical providers.

9.

Mr. Freeman's injuries are permanent in nature and will require further medical care and treatment.

10.

Melvin Freeman will also incur future medical expenses because of the injuries he suffered for which the CVA is liable.

11.

In addition to his past and future physical and mental injuries and past and future medical expenses, Mr. Freeman has lost time from work and has also suffered a diminished capacity to labor and earn money for which the CVA is liable.

12.

CVA is liable to Melvin Freeman for the shock, fright, physical injuries and mental and physical pain and suffering endured by and he is entitled to recover an award of special and general damages from CVA for the following:

- (a) the physical and mental pain and suffering he endured and will continue to endure as a result of this incident;
- (b) the past, present and future medical expenses he has incurred and will incur as a result of this incident;
- (c) the lost wages he incurred as a result of his inability to work due to his injuries as well as his loss of future earnings;
- (d) the diminished capacity to labor and earn money due to his injuries.

COUNT I

NEGLIGENCE

13.

Plaintiff incorporates herein by reference, paragraphs 1 through 12 of Plaintiff's Complaint For Damages as if fully set forth herein.

14.

At all times relevant, CVA had a duty to properly design, manufacture and assemble the "Firebolt" in-line bolt action muzzle loading rifle, Caliber .50, Serial Number 61-13-096816-97.

15.

At all times relevant, CVA breached this duty and negligently designed, manufactured and assembled the "Firebolt" in-line bolt action muzzle loading rifle, Caliber .50, Serial Number 61-13-096816-97.

16.

CVA's negligence was the proximate cause of the Plaintiff's injuries and Melvin Freeman is entitled to an award of special and general damages.

17.

CVA knew or should have known that its failure to properly design, manufacture and assemble the "Firebolt" in-line bolt action muzzle loading rifle, Caliber .50, Serial Number 61-13-096816-97 would result in severe injuries or even death to persons firing this rifle.

18.

CVA's failure to properly design, manufacture, and assemble the rifle constitutes a conscious, willful and wanton disregard for the safety of others and constitutes an entire want of care for the consequences of its acts or omissions, such that Plaintiff is entitled to an award of punitive damages.

COUNT II

STRICT LIABILITY

19.

Plaintiff incorporates herein by reference, paragraphs 1 through 18 of Plaintiffs' Complaint For Damages as if fully set forth herein.

20.

The "Firebolt" in-line bolt action muzzle loading rifle, Caliber .50, Serial Number 61-13-

096816-97 was defective, unreasonably dangerous, not merchantable, and not reasonably suited to the use intended, pursuant to O.C.G.A. §51-1-11, for amount other reasons but not limited to the fact that it

21.

The defects in this rifle were the proximate cause of the Plaintiff's injuries and damages and Melvin Freeman is entitled to an award of special and general damages.

22.

CVA knew or should have known that its failure to properly design, manufacture, assemble and sell the rifle would result in severe and permanent injuries or death to persons firing this rifle.

23.

By knowingly producing a rifle which was defective, unreasonably dangerous, and unfit for its intended use, CVA's acts constitute a conscious, willful and wanton disregard for the safety of others and constitutes an entire want of care for the consequences of its acts or omissions, such that Plaintiff is entitled to an award of punitive damages.

COUNT III

BREACH OF WARRANTY

24.

Plaintiff incorporates herein by reference, paragraphs 1 through 23 of Plaintiffs' Complaint For Damages as if fully set forth herein.

25.

At all times relevant, Melvin Freeman, was an intended and foreseeable user of the rifle.

26.

At all times relevant, CVA had a duty to design, manufacture, assemble and sell the rifle at issue in such a way that it would be merchantable and reasonably suited for its intended use.

27.

CVA breached the implied warranties of fitness and merchantability owed to Melvin Freeman by producing a product which was not merchantable and reasonably suited for its intended

use.

28.

CVA's breach of the implied warranties of fitness and merchantability was the proximate cause of the Plaintiff's injuries and Melvin Freeman is entitled to an award of special and general damages.

29.

CVA knew or should have known that by producing a product which was defective, unreasonably dangerous, and unfit for its intended use, CVA's acts would result in severe and permanent injuries and even death to persons firing this rifle.

30.

CVA's breach of the implied warranties of fitness and merchantability constitutes a conscious, willful and wanton disregard of the safety of those persons firing this rifle and constitutes an entire want of care for the consequences of its acts or omissions, such that Plaintiff is entitled to an award of punitive damages.

WHEREFORE, Plaintiff Melvin Freeman prays:

- a) That summons issue in terms of the law to the Defendant named herein;
- b) That judgment be rendered against CVA for special damages as may be shown at the time of trial, and general damages and compensatory damages in an amount as may be determined by the enlightened conscience of the jury to be just and proper;
- c) That Plaintiff Melvin Freeman have judgment against CVA for past and future medical bills and for past and future lost wages as shown by the evidence at trial and for past, present and future pain and suffering in an amount as determined by the conscience of fair and impartial jurors;
- d) That Plaintiff be awarded punitive and exemplary damages in an amount to be determined by the enlightened conscience of a jury;
- e) That Plaintiffs be awarded all attorneys' fees, expenses of litigation, and all court

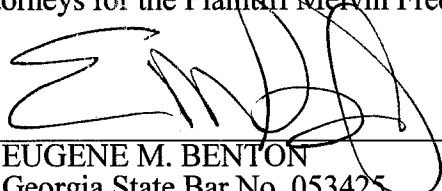
costs; and

- f) That Plaintiffs have such other and further relief as the Court may deem just and proper.

Respectfully submitted this 4th day of September, 2002.

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