

IN THE CIRCUIT COURT OF LITTLE RIVER COUNTY, ARKANSAS

CORY HODGE

PLAINTIFF

VS.

CIV NO. 2000-27

CONNECTICUT VALLEY ARMS,
WAL-MART STORES, INC.
DIKAR S. COOP. LTDA and
GENE SEARS SUPPLY COMPANY

DEFENDANTS

AFFIDAVIT OF GENE SEARS

I, Gene Sears, having first been duly sworn, state:

1. I am a competent adult, and I have personal knowledge of the facts set forth herein.

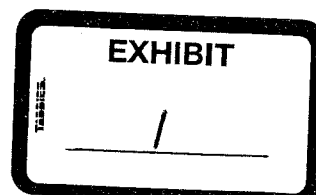
2. I am the Vice President of Gene Sears Supply Company, and have held that post at all relevant times.

3. Gene Sears Supply Company has been sued by Cory Hodge for his alleged injuries, which he claims resulted when a .50 caliber rifle made by Connecticut Valley Arms burst upon firing.

4. Gene Sears Supply Company does redistribute Connecticut Valley Arms, among many other products, to retailers. However, Gene Sears Supply Company does not play any role (and never has played any role) in designing, testing, manufacturing, or assembling the weapons.

5. We receive Connecticut Valley Arms in "overpacks" containing five individually packaged rifles. We break the overpack, to distribute individual rifles to retailers, but we do not open the individual package for each rifle. Since we do not open the individual packages, we have no ability to inspect or examine any rifle.

6. We place no labels on the individual package before shipping it out. The



rifle is sold to the public by a retailer as a "Connecticut Valley Arm" and is not labeled as a product of Gene Sears Supply Company. There is no documentation, sticker, emblem, or trademark on the packaging or among its contents that would suggest that Gene Sears Supply Company was the source of this weapon. All documentation, stickers, emblems or trademarks would indicate to a consumer that this is a Connecticut Valley Arms product.

7. Gene Sears Supply Company makes no warranty to consumers about the safety of these weapons. There is no documentation or label affixed to the weapon, or to the packaging, which would constitute a warranty on the part of Gene Sears Supply Company. Likewise, there is no warning in the package, or affixed to the weapon, from Gene Sears Supply Company. Since we do not open the individual packages, we have no ability to include a warning or a warranty within the package. However, I understand that Connecticut Valley Arms does include a warning in the literature that is shipped with the firearm.

8. Gene Sears Supply Company, as a wholesaler, does not have direct communication with consumers to warn them about any aspect of the gun, nor does Gene Sears Supply have any direct contact to consumers to give a warranty about the gun. No warnings or warranties are given by Gene Sears Supply Company.

9. At that time, I had no knowledge of any safety problems with Connecticut Valley Arms that would require a warning of danger to the general public, beyond the ordinary features of a firearm. In particular, Mr. Hodge contends the weapon's barrel burst, and I had no knowledge of any tendency of Connecticut Valley Arms to burst. As far as I know, Connecticut Valley Arms is a reputable company, which places quality

firearms on the market.

10. In short, the weapon leaves the Gene Sears Supply Company in exactly the condition in which it was received and still in its manufacturer's individual packaging, and Gene Sears Supply Company is a mere conduit that has nothing to do with weapon itself.

11. Gene Sears Supply Company received no notice, prior to the filing of this lawsuit, of any claim for breach of warranty.

FURTHER THE AFFIANT SAITH NOT.

Gene Sears
GENE SEARS

4-10-01
DATE

STATE OF OKLAHOMA)
COUNTY OF Canadian

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, on this 10th day of April, 2001.

Melanie Statton
NOTARY PUBLIC

My Commission Expires:
2-9-2004