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U.S. DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA  
FILED

IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF LOUISIANA  
ALEXANDRIA DIVISION

SEP 04 2002

ROBERT H. SHENWELL, CLERK  
BY *[Signature]* DEPUTY

JAMES BAXLEY AND  
TAMMIE BAXLEY  
PLAINTIFFS

RECEIVED

FILED: \_\_\_\_\_

CV02-1901-A

VS.

NO. JUDGE LITTLE

CONNECTICUT VALLEY ARMS, INC.  
AND BLACKPOWDER PRODUCTS, INC.

MAGISTRATE JUDGE KIRK

DEFENDANTS

COMPLAINT FOR DAMAGES  
(Plaintiffs Demand Trial By Jury)

COMES NOW, the plaintiffs, JAMES BAXLEY and TAMMIE BAXLEY by and through undersigned counsel of record and file this their Petition for Damages against CONNECTICUT VALLEY ARMS, INC. (hereinafter referred to as "CVA") and BLACKPOWDER PRODUCTS, INC. (hereinafter referred to as "Blackpowder") who show the following unto the court to wit:

PARTIES

1.

That plaintiffs are adult resident citizens of Winn Parish, State of Louisiana.

2.

The defendant CVA is a foreign corporation doing business in Louisiana with its corporate headquarters and place of service as 5988 Peachtree Corners East, Norcross, Georgia, 30071 and who may be served through their registered agent of process of Robert Hickey. The Defendant Blackpowder is a foreign corporation doing business in Louisiana with its corporate headquarters and place of service as 5988 Peachtree Corners East, Norcross Georgia, 30071 and who may be

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served through their registered agent of process, Robert Hickey.

**JURISDICTION AND VENUE**

3.

This Court has jurisdiction of this cause under 28 U.S.C. § 1332 based on diversity.

4.

Venue is proper pursuant to 28 U.S.C. § 1391 in that a substantial part of the events or omissions giving rise to these claims occurred within this judicial district.

**FACTUAL BACKGROUND**

5.

Defendant, CVA, is the manufacturer of Connecticut Valley Arms Mountain Stalker .50 caliber black powder rifles.

6.

On or about July 18, 2001, Defendant, James Baxley, purchased from Bass Pro Shop a Connecticut Valley Arms Mountain Stalker .50 caliber black powder rifle bearing serial number 61-13-055764 which was manufactured, built, designed, produced, made and placed into the stream of commerce by CVA.

7.

That the above referenced rifle bearing number 61-13-055764 contained a manufacturing defect. Specifically, the threads on the nipple insert are not uniform or of a sufficient depth which allowed the nipple to blow out when the gun was fired.

8.

On or about September 17, 2001, while James Baxley was firing said rifle for the first time

for the purpose of sighting in the rifle, the nipple blew out in a projectile fashion hitting James Baxley in the facial area causing severe and permanent injuries. At no time however, did the Plaintiffs alter this rifle in any form or fashion whatsoever.

9.

As a direct and proximate result of this manufacturing defect, plaintiff, James Baxley, required medical attention and has suffered corneal abrasions which in turn caused permanent reduced vision; tinnitus with attendant hearing loss and inner ear damage from labyrinth injuries resulting in dizziness and headaches.

#### CAUSE OF ACTION

10.

Plaintiffs would allege that this firearm is unreasonably dangerous in its construction and/or composition so that when said firearm left the defendants' control it deviated from proper specification and performance standards.

11.

Upon information and belief, CVA is further liable unto the Plaintiffs because and all times for which the subject firearm was in the exclusive care, custody and control of the defendants', said above-referenced defect could have been prevented by alternative design or proper threading which was available at the time.

12.

Upon information and belief, Plaintiffs would show that the defendant's are further liable to them because they failed to adequately warn Plaintiffs of the above-referenced defect and that because of this defect, users of said gun could suffer severe and permanent damage when using this

gun in a normal and reasonably anticipated fashion.

13.

Plaintiffs would show that because said defect existed at the time of manufacturing and subsequently at the time of ultimate purchase, Defendants knew of this defect and failed to disclose same to Plaintiffs. As such, the defendants are presumed to have known of this defect.

14.

Plaintiff would allege and aver that defendants are liable to the plaintiffs, James Baxley and Tammie Baxley, for the following reasons:

1. For manufacturing a defective product and placing same into the stream of commerce;
2. Failing to warn Plaintiffs of the above referenced defects and potential injuries consumers could suffer when using said gun in a reasonably anticipated fashion;
3. Failing to take appropriate measures to correct this manufacturing defect;
4. Failing to take appropriate measures to prevent this type of manufacturing defect;
5. For marketing to the general public a product with substantial dangerous propensities for causing severe and permanent harm to users;
6. Other acts, negligence, omission or liability that may be discovered in the future.

15.

Plaintiff, James Baxley, itemizes his damages and seeks compensation from the Defendants for the following;

1. Physical injury, past, present and future;
2. Past, present and future pain and suffering;

3. Past, present and future mental anguish;
4. Past, present and future permanent physical injury and disability;
5. Past, present and future medical expenses;
6. Past, present and future loss of enjoyment of life;

16.

Plaintiff, Tammie Baxley, itemizes her damages and seeks compensation from the defendants for:

1. Past, present and future mental anguish;
2. Past, present and future pain and suffering;
3. Loss of consortium.

17.

Plaintiffs would show that Blackpowder is liable to them for any and all acts and omissions of CVA by virtue of their purchase of CVA.

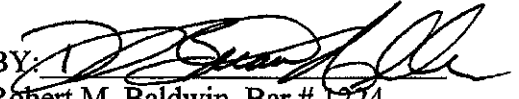
18.

Plaintiffs demand a judgment of and from the defendants and further pray for a trial by jury.

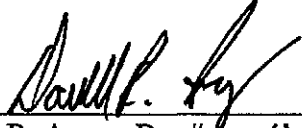
WHEREFORE PREMISES CONSIDERED, the plaintiffs pray that their complaint be filed and service issued requiring the defendants to answer said complaint.

PLAINTIFF FURTHER PRAYS for a trial by jury and after all legal delays are had that a judgment be rendered against Connecticut Valley Arms and Blackpowder Products, Inc. for an amount as deemed to be reasonable in the premises including reasonable attorneys, all costs of courts with interest from the date of judicial demand until said judgment is satisfied in full.

Respectfully submitted,

BY:   
Robert M. Baldwin, Bar # 1224  
D. Brian Allen, Bar # 27171  
Attorneys for Plaintiffs  
HUDSON, POTTS & BERNSTEIN, LLP  
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318/388-4400

BY:

  
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AVERY & ROBINSON

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Jonesboro, LA 71251

Attorney for Plaintiffs

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ALEXANDRIA DIVISION

JAMES BAXLEY AND  
TAMMY BAXLEY

PLAINTIFFS

VS.

CONNECTICUT VALLEY ARMS  
DEFENDANT

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FILED: \_\_\_\_\_

NO. \_\_\_\_\_

MAGISTRATE \_\_\_\_\_

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VERIFICATION

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I, **JAMES BAXLEY**, do hereby verify that I have read the allegations contained in the foregoing Petition for Damages and the same are true and correct to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
JAMES BAXLEY

Sworn to and subscribed before me, the undersigned Notary Public, on this 29th day of August, 2002.

  
\_\_\_\_\_  
NOTARY PUBLIC



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JAMES BAXLEY AND  
TAMMY BAXLEY

PLAINTIFFS

VS.

CONNECTICUT VALLEY ARMS  
DEFENDANT

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FILED: \_\_\_\_\_

NO. \_\_\_\_\_

MAGISTRATE \_\_\_\_\_

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VERIFICATION

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I, TAMMY BAXLEY, do hereby verify that I have read the allegations contained in the foregoing Petition for Damages and the same are true and correct to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
TAMMY BAXLEY

Sworn to and subscribed before me, the undersigned Notary Public, on this 29<sup>th</sup> day of August, 2002.

  
\_\_\_\_\_  
NOTARY PUBLIC