

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

FORBES COUP	:	
	:	
Plaintiff	:	C.A. No. 49704
	:	
CONNECTICUT VALLEY ARMS, INC.	:	
	:	
and	:	
	:	
SPORTING ANGLER, INC. d/b/a	:	
THE ROCKVILLE TRADING POST	:	
	:	
Defendants	:	

SECOND AMENDED COMPLAINT

COMES NOW Plaintiff, by and through counsel, who amends his Complaint by adding the following Count and claim for punitive damages.

COUNT IV
(Punitive Damages)

31. The allegations contained in paragraphs one through thirty are realleged and incorporated herewith.

32. Defendant "CVA" has sold gunpowder flasks similar to the one utilized by the Plaintiff on December 16, 1988 for over ten years. These gunpowder flasks have remained essentially the same in their design and apparently, have been manufactured in a similar fashion.

33. Defendant CVA has taken no reasonable efforts to inquire or determine the nature of the design or manufacturing process utilized in the creation of the CVA gunpowder flask. Indeed, CVA is not even aware of the nature of the design of the flask in question nor is it familiar with the manufacturing process utilized to make the flask.

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MONTGOMERY COUNTY, MARYLAND

34. CVA has undertaken no specific efforts to assure over the last ten years that the flasks in question operate in a safe and proper fashion. In fact, CVA, by and through its officers, directors, and/or authorized agents is aware of the fact that for at least the last ten years their flasks are prone to leakage of black gunpowder when otherwise properly filled and loaded.

35. In addition, CVA, by and through its officer, directors and/or authorized agents is fully aware that when gunpowder is prone to leakage and exposed to a combustibile, it is quite capable of becoming very dangerous and explosive.

36. Further, CVA by and through its officers, directors and/or authorized agents is aware of a previous accident causing bodily injury to a child in Texas relative to the leakage of a CVA gunpowder flask.

37. In spite of the knowledge and information noted above, CVA has undertaken absolutely no efforts whatsoever to improve the design or production of the CVA flask to help assure that it does not leak while in the possession of a user. CVA has undertaken no efforts whatsoever to improve the safety characteristics of the flask and the health, safety and well-being of the user with respect to the known leakage problem noted above. In fact, while CVA has issued other warnings in writing to users of the CVA flasks, it has specifically not addressed the issue of the leakage problem known to CVA for over ten years.

38. CVA has engaged in a pattern and practice of unsafe distribution of its CVA flasks knowing of their propensity to leak gunpowder and in the face of actual knowledge of the leakage

problem and past accidents arising from this problem.

39. A very simple and inexpensive alteration to the design and/or manufacture of the CVA gunpowder flask could greatly reduce the risk of gunpowder leakage from these flasks. In spite of this simple alteration, and knowing of the risks in failing to address this concern, CVA has refused to make the requisite and safe alteration.

40. CVA's failure to design, produce and distribute its flasks to the general public in a safe manner knowing of its propensities to leak gunpowder and of past accidents arising therefrom, along with CVA's failure to warn users and potential users of this unsafe condition is intentional, reckless, wanton, malicious and/or its actions or non-actions are carried out with wanton, blatant intentional or malicious disregard for the safety and welfare of users and potential users.

WHEREFORE, in addition to compensatory damages claimed by Plaintiff, Plaintiff further demands punitive damages in excess of \$1,000,000.00.

JURY PRAYER

Plaintiff continues to demand a trial by jury on all counts.

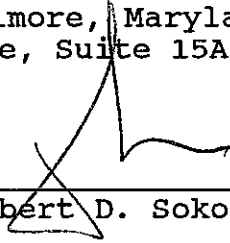
Respectfully Submitted,

KORNBLUT SOKOLOVE & FARBER

Robert D. Sokolove
Two Wisconsin Circle
Suite 1000
Chevy Chase, Maryland 20815
(301) 652-9333

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of Plaintiff's Second Amended Complaint was mailed postage prepaid and telefaxed this 13th day of December, 1990, to: Kevin H. Brown, Esquire, 2 N. Charles Street, Suite 930, Baltimore, Maryland 21202 and Douglas Datt, Esquire, 751 Rockville Pike, Suite 15A, Rockville, Maryland 20852.



Robert D. Sokolove