

MICHAEL P. HEALY
11 Observation Court, Apt. 2
Germantown, Maryland 20876,

Plaintiff,

v.

WAL-MART STORES, INC.
701 South Walton Boulevard
Bentonville, Arkansas 72712

SERVE ON RESIDENT AGENT:
CSC-Lawyers Incorporating Service
11 East Chase Street
Baltimore, Maryland 21202

and

WAL-MART STORES EAST, INC.
702 SW 8th Street
Bentonville, Arkansas 72716

SERVE ON RESIDENT AGENT:
CSC-Lawyers Incorporating Service
11 East Chase Street
Baltimore, Maryland 21202

and

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

SERVE ON:
State Department of Assessments
and Taxation
301 West Preston Street
Baltimore, Maryland 21201,

Defendants.

* IN THE
*
* CIRCUIT COURT

* FOR

* MONTGOMERY COUNTY

Case No: _____

Case: 223419
NEW CASE

CV CLERK FEE- 80.00
MD LEGAL SERV 10.00
TOTAL 90.00

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CLERKS OFFICE
MONTGOMERY CO., MD

* * * * *

COMPLAINT AND DEMAND FOR JURY TRIAL

The Plaintiff, Michael P. Healy, by his undersigned counsel, sues Wal-Mart Stores, Inc., Wal-Mart Stores East, Inc., and Connecticut Valley Arms, Inc., Defendants, and alleges as follows:

1. This action arises out of the design, manufacture, distribution, marketing and sale of a defective firearm. Despite the recall of the product months earlier, the defective and unreasonably dangerous firearm was sold to the Plaintiff who sustained serious injuries when the firearm exploded.

PARTIES

2. The Plaintiff, Michael P. Healy, is a resident of Montgomery County, Maryland.

3. The Defendant, Wal-Mart Stores, Inc., is a foreign corporation with its principal place of business in Bentonville, Arkansas. Wal-Mart Stores, Inc. is in the business of selling consumer goods, including firearms and related products, in its retail stores throughout the United States, including Maryland.

4. The Defendant, Wal-Mart Stores East, Inc., is a foreign corporation with its principal place of business in Bentonville, Arkansas. Wal-Mart Stores East, Inc. is in the business of selling consumer goods, including firearms and related products, in its retail stores throughout the United States, including Maryland.

5. The Defendants, Wal-Mart Stores, Inc. and/or Wal-Mart Stores

East, Inc. (hereinafter collectively referred to as "Wal-Mart" or as the "Wal-Mart Defendants), are the owners, operators and in control of the Wal-Mart retail store located at 20910 Frederick Road, Germantown, Maryland (hereinafter the "Germantown Wal-Mart"). By designating and identifying the Wal-Mart Defendants as the owners, operators and in control of the Germantown Wal-Mart, the Plaintiff intends to include and incorporate as a defendant any as-yet unidentified affiliated or related corporate entity that has or shares in such ownership, operation or control. The Wal-Mart Defendants operated the Germantown Wal-Mart for the purpose of selling retail goods to the public, including the Plaintiff.

6. The Defendant, Connecticut Valley Arms, Inc., (hereinafter "CVA") is a foreign corporation, with its principal place of business in Norcross, Georgia. CVA is in the business of designing, manufacturing and selling firearms, and has distributed firearms for sale throughout the country, including the State of Maryland. Upon information and belief, CVA designed, marketed, distributed and sold the firearm involved in this action.

7. This Court has jurisdiction over the subject matter of this action, and venue is proper in Montgomery County.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

8. In or about 1996, CVA designed, manufactured, constructed, assembled and placed into the stream of commerce an in-line muzzle-loading

rifle, namely, a .50 caliber "Buckmaster" rifle, serial number 61-13-041597-96 (hereinafter referred to as the "Rifle").

9. The Rifle was ultimately sold by CVA to Wal-Mart for sale to the public.

10. In or about August, 1997, CVA issued a voluntary recall of its in-line muzzle-loading rifles manufactured in 1995 and 1996, including the Rifle involved in this action. According to CVA, the voluntary recall was "due to the occurrence of very severe accidents when using the rifles", and the "extremely dangerous conditions and a potential for serious injury when firing the rifle". The recall was issued to the stores and distributors of the rifle, including Wal-Mart.

11. Despite the Defendants' actual knowledge of its defective and extremely dangerous condition, the Rifle remained in the stream of commerce and available for purchase.

12. On or about July 24, 1998, the Plaintiff, Michael P. Healy, purchased the Rifle from the Germantown Wal-Mart.

13. On or about October 21, 1999, the Plaintiff, in accordance with proper procedures, was firing the Rifle when, without warning, the Rifle malfunctioned such that the bolt of the firearm was ejected out of the Rifle barrel into the face of the Plaintiff, causing serious, painful and permanent injury.

COUNT 1
(Strict Liability v. All Defendants)

14. The Plaintiff incorporates by reference paragraphs 1 through 13 as

if fully set forth herein.

15. At all times mentioned in this Complaint, the Rifle and its component parts were defective as to design, manufacture, and warnings, causing the Rifle and its component parts to be in an unreasonably dangerous and defective condition that made the Rifle unsafe for its intended use.

16. The Rifle reached the Plaintiff without any substantial change in its condition and was in that same defective and unreasonably dangerous condition when sold and at the time of the injury alleged herein.

17. As a direct and proximate result of the defective and dangerous condition of the Rifle, the Plaintiff sustained severe, permanent and painful injuries, was disfigured, and sustained and will continue to sustain physical pain and mental anguish. He has been prevented from engaging in activities in which he otherwise would have engaged, including but not limited to an impairment of his ability to work, and he has suffered a loss of wages. The Plaintiff has also incurred and will continue to incur expenses for medical care and treatment, and has been otherwise hurt, injured and damaged.

WHEREFORE, the Plaintiff demands judgment in the amount of Two Hundred Thousand Dollars (\$200,000.00), plus costs against the Defendants, jointly and severally.

COUNT 2
(Negligence v. All Defendants)

18. The Plaintiff incorporates by reference paragraphs 1 through 17 as

if fully set forth herein.

19. At all times mentioned in this Complaint, the Defendants had a duty to use reasonable care in the design, manufacture, assembly, distribution and sale of the Rifle to see that it was safe for any reasonably foreseeable use.

20. The Defendants breached their duty by negligently and carelessly designing, manufacturing, assembling, distributing, and selling a firearm that was unsafe for its intended use, and by placing the Rifle into the stream of commerce in a defective and unreasonably dangerous condition.

21. As a direct and proximate result of the negligence and carelessness of the Defendants and as a result of the defective and dangerous condition of the Rifle, the Plaintiff sustained severe, permanent and painful injuries, was disfigured, and sustained and will continue to sustain physical pain and mental anguish. He has been prevented from engaging in activities in which he otherwise would have engaged, including but not limited to an impairment of his ability to work, and he has suffered a loss of wages. The Plaintiff has also incurred and will continue to incur expenses for medical care and treatment, and has been otherwise hurt, injured and damaged.

22. All of the Plaintiff's injuries and damages, past, present and prospective, were, are and will be due solely to the negligence of the Defendants, without any negligence or want of due care on the part of the Plaintiff contributing thereto.

WHEREFORE, the Plaintiff, Michael P. Healy, demands judgment in the amount of Two Hundred Thousand Dollars (\$200,000.00) damages plus costs against the Defendants, jointly and severally.

COUNT 3
(Breach of Implied Warranty of Merchantability v. All Defendants)

23. The Plaintiff incorporates by reference paragraphs 1 through 22 as if fully set forth herein.

24. By and through the design, manufacturing, testing, distribution and sale of the Rifle, the Defendants expressly and implicitly warranted that the Rifle was of a merchantable quality and was fit for the ordinary purposes for which it was intended. The Plaintiff made use of the rifle in a reasonably foreseeable manner and in reliance on these expressed and implied warranties.

25. The Rifle was defective and unreasonably dangerous, and was not fit for the ordinary purposes for which it was intended or of merchantable quality. Said defective condition of the rifle constituted a breach by all Defendants of their respective express and implied warranties of merchantability.

26. As a direct and proximate result of this breach of warranty by all Defendants, the Plaintiff sustained severe, permanent and painful injuries, was disfigured, and sustained and will continue to sustain physical pain and mental anguish. He has been prevented from engaging in activities in which he otherwise would have engaged, including but not limited to an impairment of his ability to work, and he has suffered a loss of wages. The Plaintiff has also

incurred and will continue to incur expenses for medical care and treatment, and has been otherwise hurt, injured and damaged.

WHEREFORE, the Plaintiff demands judgment in the amount of Two Hundred Thousand Dollars (\$200,000.00), plus costs against the Defendants, jointly and severally.

COUNT 4
(Breach of Implied Warranty of Fitness For Particular Purpose
v. All Defendants)

27. The Plaintiff incorporates by reference paragraphs 1 through 26 as if fully set forth herein.

28. By and through the design, manufacturing, testing, distribution and sale of the Rifle, the Defendants expressly and implicitly warranted that the Rifle was fit for the particular purposes for which it was intended.

29. The Rifle was defective and unreasonably dangerous, and was not fit for the particular purposes for which it was intended. Said defective condition of the Rifle constituted a breach by all Defendants of their respective express and implied warranties of fitness for a particular purpose.

30. The Plaintiff made use of the Rifle in a reasonably foreseeable manner and in reliance on the Defendants' judgment in furnishing suitable products.

31. As a direct and proximate result of this breach of warranty by all Defendants, the Plaintiff sustained severe, permanent and painful injuries, was

disfigured, and sustained and will continue to sustain physical pain and mental anguish. He has been prevented from engaging in activities in which he otherwise would have engaged, including but not limited to an impairment of his ability to work, and he has suffered a loss of wages. The Plaintiff has also incurred and will continue to incur expenses for medical care and treatment, and has been otherwise hurt, injured and damaged.

WHEREFORE, the Plaintiff demands judgment in the amount of Two Hundred Thousand Dollars (\$200,000.00), plus costs against the Defendants, jointly and severally.

COUNT 5
(Negligent Failure to Warn v. Wal-Mart)

32. The Plaintiff incorporates by reference paragraphs 1 through 31 as if fully set forth herein.

33. The Wal-Mart Defendants knew, or by the use of reasonable care should have known, from the recall information and its own research, literature, reviews, tests and other information of the defective and unreasonably dangerous condition of the Rifle, and that the Rifle possessed a danger that was not obvious to its users.

34. The Wal-Mart Defendants had a duty to adequately warn purchasers and users, such as the Plaintiff, of the Rifle's defective and unreasonably dangerous condition.

35. The Wal-Mart Defendants failed to exercise reasonable care to

inform or warn the Plaintiff of the defective and unreasonably dangerous condition of the Rifle.

36. As a direct and proximate result of the negligent failure to warn the Plaintiff of the defective and unreasonably dangerous condition of the Rifle, the Plaintiff sustained severe, permanent and painful injuries, and sustained, was disfigured, and will continue to sustain physical pain and mental anguish. He has been prevented from engaging in activities in which he otherwise would have engaged, including but not limited to an impairment of his ability to work, and he has suffered a loss of wages. The Plaintiff has also incurred and will continue to incur expenses for medical care and treatment, and has been otherwise hurt, injured and damaged.

WHEREFORE, the Plaintiff demands judgment in the amount of Two Hundred Thousand Dollars (\$200,000.00), plus costs against the Defendants, jointly and severally.

COUNT 5
(Punitive Damages v. Wal-Mart)

9/27/2

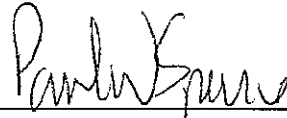
37. The Plaintiff incorporates by reference paragraphs 1 through 36 as if fully set forth herein.

38. The Wal-Mart Defendants had actual knowledge of the defective and unreasonably dangerous condition of the Rifle.

39. In marketing and selling the Rifle to the Plaintiff, the Wal-Mart Defendants consciously and deliberately disregarded a foreseeable harm that

might result from the defective and unreasonably dangerous condition of the Rifle.

WHEREFORE, the Plaintiff demands judgment for punitive damages in the amount of Two Million Dollars (\$2,000,000.00), plus costs, against the Defendants, Wal-Mart Stores, Inc. and Wal-Mart Stores East, Inc.




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(410) 823-8200

Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

The Plaintiff demands a trial by jury for each claim of his Complaint.



Paul W. Spence