

Withdrawal/Redaction Sheet

Clinton Library

DOCUMENT NO. AND TYPE	SUBJECT/TITLE	DATE	RESTRICTION
001. letter	Anne Kimball to Office of the Assistant General Counsel, Dept. of Treasury re: Smith & Wesson Settlement (6 pages)	02/29/00	P5
002. draft agreement	Gun Industry Settlement Document (17 pages)	02/11/2000	P5

COLLECTION:

Clinton Presidential records
Domestic Policy Council
Bruce Reed (Crime)
OA/Box Number: 21552

FOLDER TITLE:

Guns-Settlement

rs23

RESTRICTION CODES

Presidential Records Act - [44 U.S.C. 2204(a)]

- P1 National Security Classified Information [(a)(1) of the PRA]
- P2 Relating to the appointment to Federal office [(a)(2) of the PRA]
- P3 Release would violate a Federal statute [(a)(3) of the PRA]
- P4 Release would disclose trade secrets or confidential commercial or financial information [(a)(4) of the PRA]
- P5 Release would disclose confidential advise between the President and his advisors, or between such advisors [(a)(5) of the PRA]
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C. Closed in accordance with restrictions contained in donor's deed of gift.

PRM. Personal record misfile defined in accordance with 44 U.S.C. 2201(3).

RR. Document will be reviewed upon request.

Freedom of Information Act - [5 U.S.C. 552(b)]

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FAX TRANSMITTAL

*Guns -
Settlement*



DEPARTMENT OF THE TREASURY
Office of the General Counsel
1500 Pennsylvania Ave., N.W., Room 3000
Washington, DC 20220
Telephone: (202) 622-0283
FAX: (202) 622-2882

To: Eric Liu

DATE: 3/2/00

PAGES TO FOLLOW: 8

From: Neal Udwin

Addressee FAX No. 456-2878

Confirmation No.: _____

Notes and Special Instructions:

FAX COVER SHEET

SMITH & WESSON
2100 ROOSEVELT AVENUE
SPRINGFIELD, MA 01102
(413) 781-8300

TO: NEALS, WOLIN - GENERAL COUNSEL
COMPANY: DEPARTMENT OF TREASURY
FAX NUMBER: WASH. D.C.
TELEPHONE NUMBER:

FROM: GEORGE COLCLOUGH
FAX NUMBER: 413-747-3355
TELEPHONE NUMBER: 413-747-3217

NUMBER OF PAGES (INCLUDING COVER SHEET): 8

DATE: 3-1-00

MESSAGE:

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SMITH & WESSON
2100 Roosevelt Avenue
Springfield, Massachusetts 01102
1-800-331-0852

TRAVEL INFORMATION:

Recommended Airport: Bradley International Airport
Located in Hartford, (Windsor Locks), Connecticut
(Airport is Approximately 30 miles from Smith & Wesson)

Directions:

From Bradley Airport and points South:
91 North to 291 East
291 East to exit 5B (route 20 East)
Take Left at lights onto Roosevelt Avenue
Smith & Wesson is on right hand side (approx 1/2 mile)

From Mass. Turnpike (route 90)
Exit 6 on Mass. Turnpike
Take left onto 291 West
291 West to Exit 5 (route 20 East - toward East Springfield)
Take a Right at end of ramp onto 20 East
Move immediately into left lane
Take Left at lights onto Roosevelt Avenue
Smith & Wesson is on right hand side (approx 1/2 mile)

Hotel: Holiday Inn - Springfield
711 Dwight Street, Springfield, MA 01104
Phone: 413-781-0900

Hotel Directions:
From North: 291 West to exit 2A onto Chestnut Street
From South: 291 East to exit 2B onto Dwight Street

Sheraton - Springfield/Monarch Place
One Monarch Place, Springfield, MA
Phone: 413-781-1010

Directions: Route 91 to Exit 6, Hotel on right at 3 set of lights

Other Hotels in Area:

~~Best Western~~ Ramada West, 1080 Riverdale Street, West Springfield, MA - (413) 781-8750
Comfort Inn at the Parwick Centre, 450 Memorial Drive, Chicopee, MA - (413) 739-7311
Howard Johnson, 1150 Riverdale Street, West Springfield, MA - (413) 739-7261

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~~CONFIDENTIAL~~ 1005Gun Industry LawsuitGuns -
Settlement

- Miami-Dade's lawsuit has been dismissed and we face preemption by our state legislature. Though we are appealing and are confident we will prevail, we will soon lose all of the leverage we have left when we are preempted.
- Discussions with the industry as a whole were unproductive. Many defendants who attended the meetings were not there in good faith. Further, the involvement of Richard Delfay, who is closely aligned with the NRA, made agreement to significant reforms impossible. The industry collectively was negotiating in terms of the least common denominator rather than giving serious consideration to our proposal.
- Taurus, a Miami-Dade based manufacturer, approached Mayor Penelas shortly after filing suit. The parties met and agreed that we share common goals – to keep guns out of the wrong hands and protect children from accidental gun injuries. The parties agreed to work on the terms of a settlement agreement and have been meeting for the past six months. Taurus made it clear throughout the process that they would only deal with Mayor Penelas and Miami-Dade County. Any media leaks or involvement of other plaintiffs would have terminated the settlement discussions.
- It is clear from preliminary discussions with the industry that the only way to spur serious negotiations and achieve a global settlement is for the Mayors to work with individual manufacturers who are more willing than their counterparts to consider serious reform measures.
- We believe that the agreement reached between Miami-Dade and Taurus will accelerate the settlement process and move the industry and Mayor's closer to a global settlement. This agreement will transform the debate about the feasibility of designing and marketing safer guns and the ability or willingness of the industry to play a role in ensuring the responsible distribution of its product. The industry will no longer be able to say that safer gun are technically infeasible or that they cannot control their distributors and retailers, now that a manufacturer has stepped forward and agreed to the terms included in the Miami-Dade settlement agreement. Debate will now focus on the more difficult issue of enforcement and the role of an independent monitor to ensure compliance with the settlements.
- Taurus has agreed to significant reforms, which demonstrate its commitment to public safety. Taurus is indeed, a model corporate citizen. However, we do not view the agreement as the best deal for all cities or counties. Miami-Dade settled under difficult circumstances and faced a hostile legislature which was about to take away all of our leverage. For

~~CONFIDENTIAL~~ms

these reasons – we do not believe that we have "set the bar" too low, thereby precluding other cities or counties from negotiating a better deal.

On the contrary, the cities' positions will be strengthened by the fact that Taurus has agreed to settle a lawsuit with one plaintiff and make reforms to their product and distribution mechanism nationwide. If Miami-Dade was able to achieve these significant reforms, imagine what other plaintiffs, with greater leverage, can achieve with the rest of the industry.

- The agreement with Taurus provides that Miami-Dade Police Department shall enforce the provisions together with Taurus. The agreement does not fully address the issue of an industry "monitor" as proposed by various plaintiffs or parties considering litigation. It is clear through previous discussions with the industry that this is one of the most offensive provisions. In our settlement discussions with Taurus it became clear that a settlement with one manufacturer did not require an "industry monitor". As other manufacturers attempt to settle their lawsuits, the issue of a monitor will become more important and this concept will need to be developed and agreed upon.

facsimile
TRANSMITTAL

to: ERIC LEU
fax #: 456-2878
re:
date:
pages:

Settlement
GUNS - ~~MAA~~
~~Settlement~~

From the desk of...

MAX I. STIER
Deputy General Counsel
Department of Housing and Urban Dev.
451 7th St. SW, Room 10226
Washington, DC 20410

(202)708-2236
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