



Smith & Wesson

T. STEPHEN MELVIN
PRESIDENT

13 July 1989

Mr. Elliot I. Sussar
Lysaght, Lysaght & Kramer, P.C.
252-00 Horace Harding Expressway
Little Neck, New York 11362-1826

tel 516358-1700

RE: Smith & Wesson Model 60 "NY-1"

Dear Mr. Sussar:

You have advised us that your firm has been retained by the Patrolmen's Benevolent Association of the City of New York, Inc. ("PBA") and that you represent the New York City police officers who possess Smith & Wesson Model 60 "NY-1" revolvers. This is in response to the letter of June 26, 1989 which you addressed to us.

We are confident that every Model 60 "NY-1" can be modified to resolve the concern you expressed in your letter relative to hammer-stud failure. We are, and have been, ready to perform this modification. We regret that we apparently will not be given the opportunity to modify the Model 60 "NY-1" to the standard of performance and reliability which NYPD expects from Smith & Wesson. Also, we do not agree with your characterization of the extent nor severity of the problem.

However, in order to maintain the good relationship and good-will which Smith & Wesson has enjoyed with the New York Police Department and its personnel over many years, we agree to your proposal as follows:

- (a) Smith & Wesson will exchange for each Model 60 "NY-1" returned to Smith & Wesson, one Model 64, 2-inch barrel, revolver plus \$27.06.
- (b) If any officer were to refuse the exchange of revolvers as proposed, he must return his Model 60 "NY-1" to Smith & Wesson. Smith & Wesson will reimburse the amount paid by such officer for the Model 60 "NY-1" in exchange for the return of the Model 60 "NY-1" to Smith & Wesson.

From the collection of RM Vivas - email: robert@vivasandson.com - www.vivasandson.com



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- (c) In order for us to accommodate the collective needs and desires of the individual members of the PBA in an efficient and comprehensive manner, (i) each officer must return his Model 60 "NY-1" revolver to Smith & Wesson pursuant to the alternatives outlined in (a) and (b), above; and, (ii) you, on behalf of the members of the PBA, will coordinate the return of the Model 60 "NY-1" revolvers to Smith & Wesson.
- (d) You have suggested that news of Smith & Wesson's offer might be published in the monthly PBA magazine and we feel that this is an excellent idea. The PBA, which you represent, will publish notice of this offer in the next three issues of the Patrolman's Benevolent Association magazine.
- (e) You agree, on behalf of the Patrolmen's Benevolent Association and its individual members, that no legal actions will be filed against Smith & Wesson based on the manufacture and sale of the Model 60 "NY-1" revolver.

In addition, Smith & Wesson wants to recognize the inconvenience that exchanging Model 60 "NY-1" for Model 64 revolvers may cause individual officers taking advantage of our exchange offer. Therefore, in addition to the \$27.06 price adjustment, each officer agreeing to this exchange will receive from Smith & Wesson a redeemable coupon worth \$25.00 toward the future purchase of Smith & Wesson products or toward the purchase of accessory products manufactured by others. This redeemable coupon will only be given to officers electing to exchange Model 60 "NY-1" for Model 64, 2-inch, revolvers.

We would like to discuss implementation of this program so that we can have all Model 60 "NY-1" revolvers returned to our factory as soon as possible.

We appreciate your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Jane Melvin".