

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

IAN POLLARD, on behalf of himself)
and all others similarly situated,)
)
Plaintiffs,)
)
v.)
)
REMINGTON ARMS COMPANY, LLC, et al.)
)
Defendants.)
_____)

Case No. 4:13-CV-00086-ODS

FOURTH AMENDED SETTLEMENT AGREEMENT

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This Fourth Amended Settlement Agreement (“Settlement Agreement”), including its attached Exhibits, is entered into as of this 19th day of August, 2016, by and among Plaintiffs, on behalf of themselves and on behalf of the Settlement Class Members, and Defendants Remington Arms Company, LLC, E.I. du Pont de Nemours & Company, and Sporting Goods Properties, Inc., to settle and compromise the Action and to discharge the Released Parties as set forth herein.

I. RECITALS

WHEREAS, until November 30, 1993, the Delaware company known as Remington Arms Company, Inc. was a wholly-owned subsidiary of E.I. du Pont de Nemours & Company (“Du Pont”) and was engaged in the business of designing, manufacturing, and selling firearms and ammunition products;

WHEREAS, on December 1, 1993, Du Pont sold substantially all of the assets of Remington Arms Company, Inc. to Remington Acquisition Corporation, Inc. (“RACI”);

WHEREAS, Remington Arms Company, Inc. then changed its name to Sporting Goods Properties, Inc. (“SGPI”), and SGPI remains a wholly-owned Du Pont subsidiary;

WHEREAS, RACI is now known as Remington Arms Company, LLC (“Remington”);

WHEREAS, from 1948 through November 30, 1993, SGPI manufactured certain models of firearms which incorporated trigger mechanisms utilizing a component known as a trigger connector, including the Model 700 bolt-action rifle containing the Walker trigger mechanism;¹

WHEREAS, after December 1, 1993, Remington manufactured certain models of firearms which incorporated trigger mechanisms utilizing a component known as a trigger connector, including the Model 700 bolt-action rifle containing the Walker trigger mechanism;

WHEREAS, beginning in May 2006, Remington began to manufacture certain firearms with trigger mechanisms that did not utilize a trigger connector component;

WHEREAS, such trigger mechanisms on Model 700 and Model Seven rifles are known as X-Mark Pro® trigger mechanisms;

WHEREAS, Plaintiffs’ Counsel filed four putative class actions against Defendants in federal district courts in 2012 and 2013 arising out of the marketing and sale of Model 700 bolt-action rifles containing the Walker trigger mechanism (*Chapman v. Remington Arms Co., LLC et al.*, No. 1:12-cv-24561 (S.D. Fla. Dec. 31, 2012); *Pollard v. Remington Arms Co., LLC et al.*, No. 4:13-cv-00086 (W.D. Mo. Jan. 28, 2013); *Moodie v. Remington Arms Co., LLC et al.*, No. 2:13-cv-00172 (W.D. Wash. Jan. 29, 2013); *Huleatt v. Remington Arms Co., LLC et al.*, No. 9:13-cv-00113 (D. Mont. June 4, 2013)) (hereinafter “the putative class actions”);

WHEREAS, unrelated counsel filed a fifth putative class action against Defendants in federal district court in December 2013 arising out of the marketing and sale of Model 700 bolt-action

¹ SGPI has not been engaged in the firearms and ammunition business since December 1, 1993.

rifles containing the Walker trigger mechanism (*Hembree v. Remington Arms Co., LLC et al.*, No. 3:13-cv-05161 (W.D. Mo. Dec. 17, 2013)), which was later dismissed pursuant to Rule 41 on December 30, 2013. The *Hembree* action was a nearly identical lawsuit that made identical claims to the putative class actions;

WHEREAS, the plaintiffs in the putative class actions alleged that the Walker trigger mechanism is defectively designed because it utilizes a trigger connector which can result in accidental discharges without the trigger being pulled, and that the value and utility of such Model 700 bolt-action rifles have been diminished as a result of the alleged defective design;

WHEREAS, the plaintiffs in the putative class actions sought damages and equitable relief, on behalf of themselves and other class members, premised on alleged economic losses, and did not seek damages or other relief for personal injury or property damage claims;

WHEREAS, the plaintiffs in *Chapman, Pollard, Moodie, and Huleatt* alleged that Remington's X-Mark Pro trigger mechanism was a safe alternative to the Walker trigger mechanism;

WHEREAS, Defendants filed motions to dismiss in *Chapman, Pollard, Moodie, and Huleatt*, resulting in the dismissal of some but not all claims in *Pollard* and *Moodie* on June 17 and August 2, 2013, respectively;

WHEREAS, the Parties served written discovery requests in *Chapman, Pollard, and Moodie*;

WHEREAS, *Chapman* was voluntarily dismissed on August 21, 2013, *Huleatt* was voluntarily dismissed on October 1, 2013, and, as set forth above, *Hembree* was voluntarily dismissed on December 30, 2013, resulting in the maintenance of *Pollard* and *Moodie* only;

WHEREAS, the Parties served responses and objections to written discovery requests in *Pollard* and *Moodie*;

WHEREAS, certain of Plaintiffs' Counsel had previously conducted extensive discovery regarding Model 700 bolt-action rifles and the Walker trigger mechanism from prior and pending litigation against Defendants, Defendants as part of that prior discovery produced hundreds of thousands of documents dealing with the core issues in the present litigation, *i.e.*, the design of the Walker trigger mechanism and the accidental discharging of rifles without a trigger pull, and the Parties in this litigation agreed that Defendants would not be required to reproduce documents that were already within Plaintiffs' Counsel's possession;

WHEREAS, Plaintiffs' Counsel reviewed over 1,000,000 pages of documents as part of their investigation and analysis into the facts of this litigation;

WHEREAS, Plaintiffs' Counsel conducted extensive investigations into the facts and circumstances related to this litigation, including consulting with experts, interviewing potential witnesses, conducting inspections of firearms, and researching and studying legal principles applicable to the issues of liability, damages, jurisdiction and procedure;

WHEREAS, while discovery was being conducted, settlement discussions commenced in the summer of 2013;

WHEREAS, in approximately September 2013, the settlement discussions progressed to the point where the Parties decided that the next step would be to participate in non-binding mediation. As a result, the Parties informed the *Pollard* and *Moodie* courts of their intention to attempt to mediate the cases, and were granted requests to maintain the current status of the cases pending mediation;

WHEREAS, the Parties, through their counsel, attended and participated in five in-person mediation sessions conducted by John W. Perry (“the Mediator”), who is an experienced, independent mediator, and further engaged in additional extensive communications with the Mediator and each other;

WHEREAS, prior to and during the mediation sessions, the Parties exchanged information and documents which allowed each side to further evaluate their claims and defenses;

WHEREAS, while mediation was ongoing, the Parties agreed that Remington’s X-Mark Pro trigger mechanism could be an appropriate retrofit for Remington Model 700, Seven, Sportsman 78, and 673 firearms containing a Walker trigger mechanism, subject to confirmatory discovery and confirmation by Plaintiffs’ experts;

WHEREAS, also while mediation was ongoing, the Parties agreed that the current Model 770 Connectorless Trigger Mechanism could be an appropriate retrofit for Remington Model 710, 715, and 770 firearms containing a trigger mechanism that utilizes a trigger connector, subject to confirmatory discovery and confirmation by Plaintiffs’ experts;

WHEREAS, after the agreement that the X-Mark Pro trigger mechanism was an appropriate retrofit, Remington learned that the then-existing X-Mark Pro assembly process created the potential for the application of an excess amount of bonding agent, which could cause Model 700 and Model Seven bolt-action rifles containing X-Mark Pro trigger mechanisms to discharge without a trigger pull under certain limited conditions;

WHEREAS, Plaintiffs’ Counsel were informed by Remington, and through their own independent investigations, of certain limited conditions which could potentially cause Model 700 and Model Seven bolt-action rifles containing X-Mark Pro trigger mechanisms to discharge without a trigger pull;

WHEREAS, the Parties are unaware of any personal injury caused by or as a consequence of an X-Mark Pro assembled with excess bonding agent;

WHEREAS, on or about April 11, 2014, and after consultation and coordination with Plaintiffs’ Counsel, Remington undertook a voluntary recall of all Model 700 and Model Seven bolt-action rifles containing X-Mark Pro trigger mechanisms manufactured from May 1, 2006 to April 9, 2014;

WHEREAS, under the terms of the voluntary recall, Remington instituted a specialty cleaning, inspection, and testing process to remove any excess bonding agent that may have been applied in affected X-Mark Pro trigger mechanisms;

WHEREAS, Remington also changed and improved its assembly processes with regard to the X-Mark Pro trigger mechanism, so the excess bonding agent issue cannot occur again;

WHEREAS, Plaintiffs' and Defendants' experts agree that triggers that have been specialty cleaned, inspected, and tested are equivalent in terms of safety and performance as triggers manufactured under the changed and improved assembly process;

WHEREAS, once Remington was able to manufacture substantial numbers of X-Mark Pro trigger mechanisms to be used as replacement triggers in affected rifles, it provided recall participants the option to receive a replacement trigger or have their trigger specialty cleaned;

WHEREAS, current participants in the voluntary recall are provided with new triggers manufactured under the changed and improved assembly process rather than the specialty clean, inspection, and testing;

WHEREAS, Plaintiffs' Counsel filed motions for leave to amend the complaints in *Pollard* and *Moodie* to include additional class action allegations arising out of the X-Mark Pro recall;

WHEREAS, Plaintiffs' experts, along with their Counsel, have conducted an inspection of Remington's changed and improved assembly process, examined X-Mark Pro trigger mechanisms manufactured and assembled under the revised process, and confirmed that X-Mark Pro trigger mechanisms manufactured under the revised assembly process are safe and reliable mechanisms suitable for retrofit in Remington Model 700, Seven, Sportsman 78, and 673 firearms containing a Walker trigger mechanism;

WHEREAS, the Parties continued to mediate the cases, and following the fifth in-person mediation session, the Parties reached the material terms of this Settlement Agreement in July 2014;

WHEREAS, Plaintiffs intend to file a proposed amended complaint in *Pollard* in conjunction with this Settlement Agreement that seeks certification of two nationwide settlement classes (broken into various sub-classes) to encompass economic-loss claims involving: (1) all Model 700, 721, 722, 725, Seven, Sportsman 78, 600, 660, 673, XP-100, 710, 715, and 770 firearms manufactured by Remington or SGPI that contain trigger mechanisms that utilize a trigger connector; and (2) Model 700 and Seven bolt-action rifles containing X-Mark Pro trigger mechanisms that are subject to the April 2014 voluntary recall;

WHEREAS, in July 2014, the Parties notified this Court and the *Moodie* court of their desire to resolve both cases through the certification of the aforementioned nationwide settlement classes;

WHEREAS, Plaintiffs believe that the claims asserted in the Action have substantial merit; however, taking into account the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective and assured method of resolving the claims of the Settlement Classes, Plaintiffs and their Counsel have concluded that the Settlement Agreement provides substantial benefits to the Settlement Classes, and is fair, reasonable, adequate, and in the best interests of Plaintiffs and the Settlement Classes;

WHEREAS, Defendants deny that the design of the Walker trigger mechanism or other trigger mechanisms utilizing a trigger connector are defective and can result in accidental discharges without the trigger being pulled, as well as deny Plaintiffs' remaining allegations, wrongdoing of any kind, and believe that the Action is without merit, Defendants have also taken into account the uncertainty, risk, delay, and costs inherent in litigation and agreed to enter into the Settlement Agreement to avoid any further litigation expenses and inconvenience, to remove the distraction of burdensome and protracted litigation, and to provide customers with the benefits outlined below rather than spending this money on costly litigation;

WHEREAS, Defendants have agreed to class treatment of the claims asserted in the Action solely for the purpose of effectuating the compromise and Settlement of those claims on class bases, as set forth herein, and deny that the Action properly could proceed on class bases for purposes of litigation or for trial;

WHEREAS, it is the intention and desire of the Parties to compromise, resolve, dismiss and release all allegations, disputes, and claims for damages or equitable relief arising out of, or relating to, the sale, marketing, design, and/or use of the trigger mechanisms in all of the firearms that are the subject of this Settlement on the terms set forth in the Settlement Agreement that have been or could have been brought by Plaintiffs themselves and on behalf of Settlement Class Members against Defendants;

WHEREAS, the Parties agree that the Settlement is fair, reasonable, and adequate, and is an appropriate nationwide resolution accomplished through the benefits, releases, and orders set forth in or attached to this Settlement Agreement;

WHEREAS, the Parties desire not only to end further burdensome and protracted litigation but also to create the claims process that is set forth herein;

NOW, THEREFORE, without an admission or concession on the part of Plaintiffs on the lack of merit of the Action or an admission or concession of liability or wrongdoing or the lack of merit of any defense by Defendants, it is stipulated and agreed by Defendants and Plaintiffs, acting for themselves and on behalf of the Settlement Classes, that, on the following terms and conditions, the Action shall be settled and dismissed with prejudice as among Plaintiffs, the Settlement Classes, and Defendants upon Final Approval of the Court after the hearing(s) provided for in the Settlement; and the Settlement Class Members shall release all Released Claims against Defendants and all Released Parties.

II. DEFINITIONS

1. As used in this Settlement Agreement, the following terms shall have the defined meanings set forth below.
2. "Action" means the case originally captioned *Ian Pollard v. Remington Arms Co., LLC et al.*, No. 4:13-cv-00086, originally filed in the United States District Court for the Western District of Missouri on January 28, 2013.

3. “Attorneys’ Fees and Expenses” means the amounts approved by the Court for payment to Class Counsel, including attorneys’ fees, costs, litigation expenses, fees and expenses of experts.
4. “Claim Form” means the claim form, substantially in the form set forth in Exhibit A to this Settlement Agreement, which must be timely and fully completed and submitted by any Settlement Class Member in order to be eligible for any settlement benefits. The Claim Form will be available on the Settlement Website and by calling the Settlement Phone Number.
5. “Claims Period” means the time during which any Settlement Class Member may submit a Claim Form under the Settlement. The Claims Period begins upon entry of the Preliminary Approval Order and expires eighteen (18) months after the Effective Date.
6. “Claims Process” means the process by which Settlement Class Members may request and receive settlement benefits.
7. “Class Action Settlement Administrator” means Angeion Group.
8. “Class Counsel” means Richard J. Arsenault, of Neblett Beard & Arsenault; Charles E. Schaffer of Levin, Fishbein, Sedran & Berman; Eric D. Holland of Holland, Groves, Schneller & Stolze, LLC; and W. Mark Lanier of the Lanier Law Firm.
9. “Connectorless Trigger Mechanism” means a trigger mechanism that does not utilize a trigger connector, and includes the X-Mark Pro trigger mechanism and the current Model 770 trigger mechanism.
10. “Court” means the United States District Court for the Western District of Missouri.
11. “Defendants” means Remington Arms Company, LLC; E.I. du Pont de Nemours & Company; and Sporting Goods Properties, Inc.
12. “Defendants’ Counsel” means the following, either individually or collectively:

Dale G. Wills
SWANSON, MARTIN & BELL, LLP
330 North Wabash Avenue, Suite 3300
Chicago, IL 60611
Phone: (312) 923-8266

John K. Sherk
SHOOK, HARDY & BACON LLP
2555 Grand Blvd.
Kansas City, MO 64108
Phone: (816) 474-6550
13. “Direct Notice” means the form of notice described in ¶ 60.
14. “Du Pont” means E.I. du Pont de Nemours & Company.

15. “Effective Date” means the latest date on which the Final Approval Order approving this Agreement becomes final. For purposes of this Agreement: (a) if no appeal has been taken from the Final Order, the Effective Date is the date on which the time to appeal therefrom has expired; or (b) if any appeal has been taken from the Final Order, the Effective Date means the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing en banc and petitions for certiorari or any other form of review, have been finally disposed of and/or have expired in a manner that affirms the Final Order; or (c) if Plaintiffs’ Counsel and Defendants agree in writing, the Effective Date can occur on any other agreed date.

16. “Long Form Notice” means the form of notice described in ¶¶ 62-63.

17. “Mediator” means John W. Perry, Esq., of Perry Dampf Dispute Solutions, 721 Government Street, Suite 102, Baton Rouge, Louisiana 70802.

18. “Notice” means the Court-approved form of notice of this Settlement Agreement to the Settlement Classes, as described in Section V below, and substantially in the forms attached hereto as Exhibits B through D (Long Form Notice, Short Form Notice, and Direct Notice).

19. “Notice and Claims Administration Expenses” means all reasonable costs and expenses incurred in connection with preparing, printing, publishing, and mailing the Notice, as well as processing claims and administering the Settlement Agreement.

20. “Notice Plan” means the plan for disseminating Notice to the Settlement Classes, which shall include: (1) publication of a Short Form Notice; (2) Direct Notice; and (3) maintenance of a Settlement Website, which shall make available the Short Form Notice, Long Form Notice, Claim Form, Settlement Agreement, joint press release, joint motion for preliminary approval of class action settlement, Preliminary Approval Order, Class Counsel’s request for fees, and Final Approval Order.

21. “Parties” means Plaintiffs and Defendants.

22. “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, business, legal entity, government or any political subdivision or agency thereof.

23. “Plaintiffs” means Dylan Anderson, Rodney Barbre, Wallace Brown, John Corsi, Chase Delperdang, Gordon Hardaway, Roger Keesy, William Massie, William Moodie, Gary Otis, Ian Pollard, James Waterman, and Mitchell Winterburn.

24. “Plaintiffs’ Counsel” means the following, either individually or collectively, in whole or in part:

Richard Arsenault
NEBLETT, BEARD & ARSENAULT
2220 Bonaventure Court
Alexandria, LA 71301

Charles E. Schaffer
Brian F. Fox
LEVIN, FISHBEIN, SEDRAN & BERMAN
510 Walnut Street, Suite 500
Philadelphia, PA 19106

Eric D. Holland
R. Seth Crompton
HOLLAND, GROVES, SCHNELLER &
STOLZE, LLC
300 North Tucker Blvd., Ste.801
St. Louis, MO 63101

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Kansas City, MO 64112

Jon D. Robinson
Christopher Ellis
BOLEN ROBINSON & ELLIS, LLP
202 South Franklin, 2nd Floor
Decatur, IL 62523

25. “Preliminary Approval Order” means the order to be entered by the Court pursuant to the Settlement Agreement, substantially in the form that shall be transmitted to the Courtroom Deputy concurrently with the Motion for Preliminary Approval.

26. “Released Claims” means all claims, demands, rights, damages, obligations, suits, debts, liens, contracts, agreements, and causes of action of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing now or arising in the future, whether known or unknown, both at law and in equity which were or could have been brought against Defendants, or any of them, based upon or related in any way to the trigger mechanisms in the rifle models subject to the Settlement Agreement or any component parts thereof, whether arising under statute, rule, regulation, common law or equity, and including, but not limited to, any and all claims, causes of action, rights or entitlements under any federal, state, local or other statute, law, rule and/or regulation, any consumer protection, consumer fraud, unfair business practices or deceptive trade practices laws, any legal or equitable theories, any claims or causes of action in tort, contract, products liability, negligence, fraud, misrepresentation, concealment, consumer protection, restitution, quasi-contract, unjust enrichment, express warranty, implied warranty, and/or any injuries, losses, damages or remedies of any kind, in law or in equity, under common law, statute, rule or regulation, including, but not limited to, compensatory damages, economic losses or damages, exemplary damages, punitive damages, statutory damages, restitution, or any other legal or equitable relief. Released claims also include any claim for attorneys’ fees, expenses, costs, and catalyst fees under any state’s law or under federal law. This release expressly exempts claims for personal injury and personal property damage.

27. “Released Persons” means Defendants Remington Arms Company, LLC; E.I. du Pont de Nemours & Company; Sporting Goods Properties, Inc.; all manufacturers and assemblers of Settlement Firearms, and each of their component parts; the entities supplying the aforementioned companies with component parts; and all past, present and future officers, directors, shareholders, employees, predecessors, affiliates, parents, subsidiaries, partners, limited partners, insurers, administrators, agents, servants, successors, trustees, vendors, subcontractors, independent contractors, attorneys, representatives, heirs, executors, experts, consultants, and assigns of all the foregoing Persons.

28. “Releasing Persons” shall include Plaintiffs and all Settlement Class Members, and each of their respective heirs, executors, representatives, agents, assigns, and successors.

29. “Remington” means Remington Arms Company, LLC.

30. “Remington Authorized Repair Center” or “RARC” means the following third-party entities that Remington has authorized to remove and replace trigger mechanisms pursuant to this Settlement Agreement. Additional Remington Authorized Repair Centers are being established and will be listed on the Settlement Website and communicated via the Settlement Phone Number.

Ahlmans Inc.
9525 West 230th Street
Morristown, MN 55052
Phone: 507-685-4244
Fax: 507-685-4280

Allison & Carey Gunworks
17311 South East Stark
Portland, OR 97233
Phone: 503-256-5166

B&B Arms
9283 US HWY 220 Business N
Randleman, NC 27317
Phone: 336-339-3199

Capital Sports & Western Wear
1092 Helena Ave
Helena, MT 59601
Phone: 406-443-2978

Carter Gunsmithing
938 West Utah Ave
Payson UT 84651
Phone: 801-465-7945

Dick Williams Gun Shop, Inc.
4985 Cole Road
Saginaw, MI 48601
Phone: 989-777-1240
Fax: 989-777-8028

J&G Gunsmithing
7680 Barton Rd.
Granite Bay, CA 95746
Phone: 916-786-9200
Fax: 916-772-1932

J&G Gunsmithing
1895A Donald St.
Reno, NV 89502
Phone: 775-826-4802
Fax: 775-826-4805

Mann & Son Sporting Goods
515 West Water Street
Pinckneyville, IL 62274
Phone: 618-357-2911
Fax: 618-357-3658

Mark's Outdoor Sports
1400-B Montgomery Hwy.
Birmingham, AL 35216
Phone: 205-822-3155
Fax: 205-822-2984

Michael D. Fix Gunshop, Inc.
334 Mt. Penn Rd.
Reading, PA 19607
Phone: 610-775-2067

Paducah Shooters Supply
3919 Cairo Road
Paducah, KY 42001
Phone: 270-442-3242
Phone: 877-772-3006
Fax: 270-442-5022

Reloading Center
515 West Main Street
Burley, ID 83318
Phone: 208-878-5053
Fax: 208-878-3006

Reynerson's Gunsmith Service, Inc.
10044 Hooper Road, Suite A
Baton Rouge, LA 70818
Phone: 225-261-4860
Fax: 225-261-4865

Skip's Gun Shop
837 Lake Street
Bristol, NH 03222
Phone: 603-744-3100
Fax: 603-744-3111

The Gunworks of Central New York
5366 State Route 31
Verona, NY 13478
Phone: 315-363-7041
Fax: 315-363-1043

McClelland Gun Shop
1533 Centerville
Dallas, TX 75228
Phone: 888-486-4878
Fax: 214-328-1246

Scheels All Sport
101 Jordan Creek Parkway
West Des Moines, IA 50266
Phone: 515-727-4065
Fax: 515-727-4162

Scheels All Sport
2101 West 41st Street
Sioux Falls, SD 57105
Phone: 605-334-7767
Fax: 605-334-8936

Southland Gun Works, Inc.
1228 Harry Byrd Hwy
Darlington, SC 29532
Phone: 843-393-6291
Fax: 843-393-9995

Sports World
6841 East 41 Street
Tulsa, OK 74145
Phone: 918-742-4027
Fax: 918-742-3981

Sprague's Sports Inc.
345 W 32nd St.
Yuma, AZ 85364
Phone: 928-726-0022
Fax: 928-344-4708

Triton Arms
7668 Peppers Ferry Rd
Max Meadows, VA 24360
Phone: 276-620-8571

Wild West Guns
7100 Homer Drive
Anchorage, AK 99518
Phone: 907-344-4500
Fax: 907-344-4005

Williams Gun Sight
7389 Lapeer Road/PO Box 329
Davison, MI 48423
Phone: 800-530-9028
Phone: 810-653-2131
Fax: 840-658-2140

31. “Settlement” means the settlement set forth in this Third Amended Settlement Agreement.

32. “Settlement Agreement” means this document which describes the Third Amended Settlement.

33. “Settlement Class A” means all current owners of Remington Model 700, Seven, Sportsman 78, 673, 710, 715, 770, 600, 660, XP-100, 721, 722, and 725 firearms containing a Remington trigger mechanism that utilizes a trigger connector, as set forth in the sub-class definitions for Classes A(1), A(2), A(3) and A(4), below. Excluded from the class are: (a) persons who are neither citizens nor residents of the United States or its territories; (b) any Judge or Magistrate Judge presiding over the Action and members of their families; (c) governmental purchasers; (d) Remington Arms Company, LLC, Sporting Goods Properties, Inc., E.I. du Pont Nemours & Company, and each of their subsidiaries and affiliates. Membership in Settlement Class A shall be determined as of the date of the Preliminary Approval Order.

34. “Settlement Class B” means all current owners of Remington Model 700 and Model Seven rifles containing an X-Mark Pro trigger mechanism manufactured from May 1, 2006 to April 9, 2014 who have not participated in the voluntary X-Mark Pro product recall; and all current and former owners of Remington Model 700 and Model Seven rifles who replaced their rifle’s original Walker trigger mechanism with an X-Mark Pro trigger mechanism manufactured from May 1, 2006 to April 9, 2014, as set forth in the sub-class definitions for Classes B(1) and B(2), below. Excluded from the class are: (a) persons who are neither citizens nor residents of the United States or its territories; (b) any Judge or Magistrate Judge presiding over the Action and members of their families; (c) governmental purchasers; (d) Remington Arms Company, LLC, Sporting Goods Properties, Inc., E.I. du Pont Nemours & Company, and each of their subsidiaries and affiliates. Membership in Settlement Class B shall be determined as of the date of the Preliminary Approval Order.

35. “Settlement Classes” means Settlement Class A and Settlement Class B, and all sub-classes contained therein.

36. “Settlement Class Members” means all persons who are members of one or both Settlement Classes and who do not timely and properly request exclusion from the Settlement Class(es) to which they belong pursuant to the terms of this Agreement.

37. “Settlement Firearm” means Remington Model 700, Seven, Sportsman 78, 673, 710, 715, 770, 600, 660, XP-100, 721, 722, and 725 firearms containing a trigger mechanism that utilizes a trigger connector; and Remington Model 700 and Model Seven rifles containing an X-Mark Pro trigger mechanism manufactured from May 1, 2006 to April 9, 2014.
38. “Settlement Website” means the website that will provide Settlement Class Members with information about the Settlement, and which will be located at www.remingtonfirearmsclassactionsettlement.com.
39. “Settlement Phone Number” means the toll-free telephone number that Settlement Class Members can call to obtain information about the Settlement from an authorized representative.
40. “Settling Parties” means Settlement Class Members and Defendants.
41. “SGPI” means Sporting Goods Properties, Inc.
42. “Short Form Notice” means the form of notice described in ¶ 61 which the Class Action Settlement Administrator will cause to be published in certain print media as part of the Notice Plan.
43. “Trigger connector” means the component part in certain Remington trigger mechanisms, including the Walker trigger mechanism, which engages with the sear.
44. “Walker trigger mechanism” means the Remington trigger mechanism in certain Remington firearms, including Model 700 bolt-action rifles manufactured prior to 2006, which utilizes a trigger connector.
45. “X-Mark Pro trigger mechanism” means the Remington trigger mechanism in certain Remington firearms, including Model 700 bolt-action rifles manufactured beginning in 2006, which does not utilize a trigger connector.
46. “United States” means the United States and its territories.

III. REQUIRED EVENTS

47. In conjunction with filing the executed Settlement Agreement with the Court, Plaintiffs shall file a motion for leave to file an Amended Class Action Complaint naming Dylan Anderson, Rodney Barbre, Wallace Brown, John Corsi, Chase Delperdang, Gordon Hardaway, Roger Keesy, William Massie, William Moodie, Gary Otis, Ian Pollard, James Waterman, and Mitchell Winterburn as Plaintiffs and seeking certification of the following Settlement Classes:

Settlement Class A(1):

All current owners of Remington Model 700, Seven, Sportsman 78, and 673 firearms containing a Remington trigger mechanism that utilizes a trigger connector. Excluded from the class are: (a) persons who are neither citizens nor residents of the United States or its territories; (b) any Judge or Magistrate Judge presiding over

the action and members of their families; (c) governmental purchasers; (d) Remington Arms Company, LLC, Sporting Goods Properties, Inc., E.I. du Pont Nemours and Company, and each of their subsidiaries and affiliates (the “Trigger Connector Class”).

Settlement Class A(2):

All current owners of Remington Model 710, 715, and 770, firearms containing a Remington trigger mechanism that utilizes a trigger connector. Excluded from the class are: (a) persons who are neither citizens nor residents of the United States or its territories; (b) any Judge or Magistrate Judge presiding over the action and members of their families; (c) governmental purchasers; (d) Remington Arms Company, LLC, Sporting Goods Properties, Inc., E.I. du Pont Nemours and Company, and each of their subsidiaries and affiliates (the “Trigger Connector Class”).

Settlement Class A(3):

All current owners of Remington Model 600, 660, and XP-100 firearms containing a Remington trigger mechanism that utilizes a trigger connector. Excluded from the class are: (a) persons who are neither citizens nor residents of the United States or its territories; (b) any Judge or Magistrate Judge presiding over the action and members of their families; (c) governmental purchasers; (d) Remington Arms Company, LLC, Sporting Goods Properties, Inc., E.I. du Pont Nemours and Company, and each of their subsidiaries and affiliates (the “Trigger Connector Class”).

Settlement Class A(4):

All current owners of Remington Model 721, 722, and 725 firearms containing a Remington trigger mechanism that utilizes a trigger connector. Excluded from the class are: (a) persons who are neither citizens nor residents of the United States or its territories; (b) any Judge or Magistrate Judge presiding over the action and members of their families; (c) governmental purchasers; (d) Remington Arms Company, LLC, Sporting Goods Properties, Inc., E.I. du Pont Nemours and Company, and each of their subsidiaries and affiliates (the “Trigger Connector Class”).

Settlement Class B(1):

All current owners of Remington Model 700 and Model Seven rifles containing an X-Mark Pro trigger mechanism manufactured from May 1, 2006 to April 9, 2014 who have not participated in the voluntary X-Mark Pro product recall. Excluded from the class are: (a) persons who are neither citizens nor residents of the United

States or its territories; (b) any Judge or Magistrate Judge presiding over the action and members of their families; (c) governmental purchasers; (d) Remington Arms Company, LLC, Sporting Goods Properties, Inc., E.I. du Pont Nemours and Company, and each of their subsidiaries and affiliates (the “X-Mark Pro Class”).

Settlement Class B(2):

All current and former owners of Remington Model 700 and Model Seven rifles who replaced their rifle’s original Walker trigger mechanism with an X-Mark Pro trigger mechanism manufactured from May 1, 2006 to April 9, 2014. Excluded from the class are: (a) persons who are neither citizens nor residents of the United States or its territories; (b) any Judge or Magistrate Judge presiding over the action and members of their families; (c) governmental purchasers; (d) Remington Arms Company, LLC, Sporting Goods Properties, Inc., E.I. du Pont Nemours and Company, and each of their subsidiaries and affiliates (the “X-Mark Pro Class”).

48. Within a reasonable time following the filing of this Settlement Agreement with the Court, the Parties also agree to file a joint motion to stay in connection with case number 2:13-cv-00172-JCC, *Moodie, et al. v. Remington, et al.* (W.D. Wash., Coughenour, J.) (the “*Moodie*” or “Washington Action”). The joint motion to stay will seek to stay the case until the Effective Date of the Settlement as defined in this Settlement Agreement. However, if the Settlement Agreement is not approved and/or does not become effective, the Plaintiffs and Defendants will be restored without prejudice to their respective positions in the *Pollard* and *Moodie* actions as if the Settlement Agreement, any application for its approval by the Court, and the filing of the proposed Amended Class Action Complaint in the *Pollard* Action had not been made, submitted or filed. Defendants further agree that they will not seek to dismiss the *Moodie* action or the *Moodie* class representatives on the account that the *Moodie* class representatives were named as class representatives in the *Pollard* proposed amended complaint filed in conjunction with the approval of this proposed Settlement.

49. The Parties shall file a joint Motion for Conditional Certification of Settlement Class, Preliminary Approval of Settlement, Approval of Notice Plan, Appointment of Notice Administrator, and Appointment of Class Counsel (“Motion for Preliminary Approval”). The Motion for Preliminary Approval shall, among other things:

- (a) Include a supporting declaration from Remington’s firearms expert, Derek L. Watkins, and from Plaintiffs’ expert, Charles W. Powell; and
- (b) Seek entry of a proposed Preliminary Approval Order which would, for settlement purposes only, conditionally certify the Settlement Classes; preliminarily approve the Settlement Agreement; approve the proposed Notice Plan, including the Long Form, Short Form, and Direct Notices, as set forth in Exhibits B-D and Section V of this Settlement Agreement; approve the Claim Forms, attached as Exhibit A;

appoint Angeion Group as the Class Action Settlement Administrator; appoint Class Counsel; schedule the Final Approval Hearing; and set a briefing schedule for the Final Approval Hearing.

50. In accordance with the Court's Preliminary Approval Order, the Parties shall subsequently file a joint Motion for Final Approval of Settlement ("Motion for Final Approval"). The Motion shall seek entry of a proposed Final Approval Order that would, among other things: grant final approval of the Settlement Agreement and direct its implementation pursuant to its terms and conditions; discharge and release the Released Persons, and each of them, from the Released Claims; permanently bar and enjoin all Releasing Persons from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts Released Claims; direct that the action be dismissed with prejudice and without costs; state pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the Final Approval Order and Judgment is a final, appealable order; and reserve to the Court continuing and exclusive jurisdiction over the Settling Parties with respect to the Settlement Agreement and the Final Approval Order. In particular, the proposed Final Approval Order shall specify that, without in any way affecting the finality of the Final Approval Order, the Court expressly retains exclusive and continuing jurisdiction over the Parties, including the Settlement Class, in all matters relating to the administration, consummation, validity, enforcement and interpretation of the Settlement Agreement and the Final Approval Order, including, without limitation, for the purpose of: (a) enforcing the terms and conditions of the Settlement Agreement and negotiations and resolving any disputes that arise out of the implementation or enforcement of the Settlement Agreement; (b) entering such additional orders, if any, as may be necessary or appropriate to protect or effectuate the Final Order and the Settlement Agreement (including, without limitation, orders enjoining persons or entities pursuing any claims), or to ensure the fair and orderly administration of the Settlement; and (c) entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction over the Settlement Agreement, and the Parties in matters relating to the implementation or enforcement of the Settlement Agreement.

IV. SETTLEMENT BENEFITS

51. To receive any settlement benefit, a Settlement Class Member must first fully execute a Claim Form. Claim Forms are available on the Settlement Website or by calling the Settlement Phone Number. Claim Forms may be submitted online via the Settlement Website, by e-mail, or by U.S. Mail. Claim Forms may be submitted beginning upon entry of the Preliminary Approval Order.

By Mail: Angeion Group
Attn: Remington Claims
Suite 660, 1801 Market Street
Philadelphia, PA 19103

By E-Mail: remington@angeiongroup.com

52. Settlement benefits vary based on the model and manufacture date of the Settlement Class Member's Settlement Firearm as described in ¶¶ 53-55 below.

53. Settlement Class A:

(a) Settlement Class A(1) - Model 700, Seven, Sportsman 78, and 673.

A Remington Authorized Repair Center will remove the original trigger mechanism and retrofit the firearm with an X-Mark Pro manufactured under the new assembly process at no cost to the Settlement Class Member. Settlement Class Members can choose either to take their firearm to the RARC for the retrofit or to ship their firearm to the RARC for the retrofit. If they choose to ship their firearm, Remington will send the Settlement Class Member pre-paid shipping tags, boxes, and written instructions. A current list of Remington Authorized Repair Centers can be found on the Settlement Website or by calling the Settlement Phone Number. Settlement Class Members must first submit a timely Claim Form to be eligible for this benefit.

(b) Settlement Class A(2) - Model 710, 715, and 770.

Remington will remove the original trigger mechanism and retrofit the firearm with the current Model 770 connectorless trigger mechanism at no cost to the Settlement Class Member. Remington will send the Settlement Class Member pre-paid shipping tags, boxes, and written instructions on how to ship the firearm to Remington for the retrofit. Settlement Class Members must first timely submit a Claim Form to be eligible for this benefit.

(c) Settlement Class A(3) - Model 600, 660, and XP-100.

These firearms were predominantly produced between 1962 and 1982 and cannot be readily retrofitted with a Connectorless Trigger Mechanism. Settlement Class Members will be provided with voucher codes redeemable for products at Remington's online store. A voucher code for Remington products in the amount of \$12.50 will be provided to Settlement Class Members who own a Model 600, 660, or XP-100, which were manufactured between 1962 and 1982. These voucher codes are transferable, may be combined with other Remington coupons or vouchers, and do not expire. Settlement Class Members are not required to return their firearm(s) to Remington in order to receive a voucher code. Settlement Class Members must, however, first timely submit a Claim Form to be eligible for this benefit.

- (i) Du Pont and SGPI shall bear the ultimate financial cost of providing these voucher benefits.

(d) Settlement Class A(4) - Model 721, 722, and 725.

These firearms were predominantly produced between 1948 and 1961 and cannot be readily retrofitted with a Connectorless Trigger Mechanism. Settlement Class Members will be provided with voucher codes redeemable for products at Remington's online store. A voucher code for Remington products in the amount of \$10.00 will be provided to Settlement Class Members who own a Model 721, 722, or 725, which were manufactured from 1948 to 1961. These voucher codes are transferable, may be combined with other Remington coupons or vouchers, and do not expire. Settlement

Class Members are not required to return their firearm(s) to Remington in order to receive a voucher code. Settlement Class Members must, however, first timely submit a Claim Form to be eligible for this benefit.

- (i) Du Pont and SGPI shall bear the ultimate financial cost of providing these voucher benefits.

54. Settlement Class B:

- (a) Settlement Class B(1) - Model 700 and Seven containing an X-Mark Pro trigger mechanism manufactured from May 1, 2006 to April 9, 2014 that have not been repaired as part of the voluntary Product Safety Recall.

A Remington Authorized Repair Center will remove the existing X-Mark Pro trigger mechanism and retrofit the firearm with an X-Mark Pro manufactured under the new assembly process at no cost to the Settlement Class Member. Settlement Class Members can choose either to take their firearm to the RARC for the retrofit or to ship their firearm to the RARC for the retrofit. If they choose to ship their firearm, Remington will send the Settlement Class Member pre-paid shipping tags, boxes, and written instructions. A current list of Remington Authorized Repair Centers can be found on the Settlement Website or by calling the Settlement Phone Number. Settlement Class Members must first submit a timely Claim Form to be eligible for this benefit.

These models are the subject of a voluntary Product Safety Recall (see www.xmprecall.com). Both this Settlement and the Product Safety Recall entitle current owners of these firearms to have their old X-Mark Pro trigger mechanism retrofitted with a new X-Mark Pro trigger mechanism. However, the Product Safety Recall does not provide for any other benefit described herein. Current owners of rifles subject to the Product Safety Recall may still participate in this Settlement. Due to the ongoing Product Safety Recall, the trigger mechanism retrofit for these models is currently available to these Settlement Class Members, and Settlement Class Members do not need to wait until the Effective Date to receive this benefit. (*See ¶ 56.*)

- (b) Settlement Class B(2) – current and former owners of Model 700 and Seven rifles who replaced their rifle’s original Walker trigger mechanism with an X-Mark Pro trigger mechanism manufactured from May 1, 2006 to April 9, 2014.

In addition to the retrofit, current and former owners of Model 700 and Seven rifles who replaced their firearm’s original Walker trigger mechanism at their own cost with an X-Mark Pro trigger mechanism manufactured from May 1, 2006 to April 9, 2014 may also seek a refund of the amount of money they paid for the replacement. The Settlement Class Member must first fully and timely execute the Claim Form and any requested documentation. Refunds shall not exceed \$119, which represents the most that Remington has ever charged for an X-Mark Pro installation in Model 700 or Model Seven rifles originally containing a Walker trigger mechanism. Refunds will be batch mailed four times per year.

55. All Settlement Firearms:

- (a) In addition to the benefits described above in ¶¶ 53-54, all Settlement Class Members who fully execute the Claim Form will be provided with an educational DVD regarding safe firearm handling practices.

56. The Claims Period shall commence upon entry of the Preliminary Approval Order. The Claims Period shall expire eighteen (18) months after the Effective Date. Claim Forms must be received no later than eighteen (18) months following the Effective Date. Apart from the benefit in ¶ 54(a), settlement benefits will not be administered until after the Effective Date.

V. NOTICE OF PROPOSED SETTLEMENT TO SETTLEMENT CLASS MEMBERS

57. Notice of the Settlement to Settlement Class Members shall be provided pursuant to orders of the Court.

58. Plaintiffs' Counsel and Defendants agree that reasonable notice of this Agreement consistent with Due Process requirements of the United States Constitution shall be given to any and all Settlement Class Members. To effectuate such notice, Plaintiffs' Counsel and Defendants have agreed to engage the Class Action Settlement Administrator to advise them and administer the notice process. The Class Action Settlement Administrator shall implement the Notice Plan, which will be accomplished through a combination of: (a) a joint press release; (b) Direct Notices; (c) Short Form Notice; (d) Long Form Notice; (e) notice through the Settlement Website; and (f) notice through social media, including a Facebook page and internet banners. The text of the notices and the mechanisms for distributing the notices shall be subject to the approval of the Court and shall be the responsibility of the Class Action Settlement Administrator.

59. Within a reasonable time following the Motion for Preliminary Approval, the Parties will issue a joint press release.

60. As part of the Notice Plan, the Class Action Settlement Administrator shall send the Direct Notices, substantially in the form attached hereto as Exhibit D, by U.S. Mail, proper postage prepaid, to each member of the Settlement Classes identified by the Parties through reasonable efforts, including all Settlement Class Members who paid Remington to replace the Walker trigger mechanism in their Model 700 or Model Seven rifles with an X-Mark Pro trigger mechanism, as identified by Remington's records. This will be done as part of efforts to notify Settlement Class Members of their entitlement to a cash refund pursuant to ¶ 54(b) above. Remington shall provide to the Class Action Settlement Administrator this information within ten (10) days after issuance of the Preliminary Approval Order. In the event that any Direct Notice mailed to a Settlement Class Member is returned as undeliverable a second time, then no further mailing shall be required. The Class Action Settlement Administrator will promptly log each Direct Notice that is returned as undeliverable and shall provide copies of the log to Class Counsel and Defense Counsel. The Class Action Settlement Administrator shall take reasonable steps to re-mail all undeliverable Direct Notices to updated addresses provided by the National Change of Address Database maintained by the United States Post Office or by other means.

61. As part of the Notice Plan, the Class Action Settlement Administrator shall cause the publication of the Short Form notice, substantially in the form attached hereto as Exhibit C, or in such other form as directed by the Court, in Parade Magazine, Athlon Sports, Field & Stream, Guns & Ammo, North American Hunter, American Rifleman, and American Hunter as described in the Declaration and Supplemental Declaration of the Class Action Settlement Administrator in support of the Motion for Preliminary Approval.

62. The Long Form Notice, substantially in the form attached as Exhibit B or in such other form as directed by the Court, shall advise Settlement Class Members of the following:

- (a) General Terms: The Long Form Notice shall contain a plain and concise description of the nature of the Action; the fact of preliminary certification of the Settlement Classes for settlement purposes; and the proposed Settlement itself, including a description of the Settlement Class Members, the benefits under the proposed Settlement, and what claims are released under the proposed Settlement.
- (b) Requests for Exclusion: The Long Form Notice shall inform Settlement Class Members that they have the right to exclude themselves from (opt out of) the Settlement. The Long Form Notice shall provide the deadlines and procedures for exercising this right.
- (c) Objections: The Long Form Notice shall inform Settlement Class Members of their right to object to the proposed Settlement and appear at the Final Approval Hearing. The Long Form Notice shall provide the deadlines and procedures for exercising these rights.
- (d) The Long Form Notice shall inform Settlement Class Members about the amounts being sought by Class Counsel as Attorneys' Fees and Expenses and as Representative Plaintiff Awards to the individual Plaintiffs, and shall explain that Remington will pay the fees and expenses awarded to Class Counsel and the Representative Plaintiff Awards to the individual Plaintiffs in addition to the benefits to Settlement Class Members under the Settlement.

63. The Long Form Notice shall be available on the Settlement Website. The Class Action Settlement Administrator shall send the Long Form Notice via first-class mail to those persons who request it in writing or through the Settlement Phone Number.

64. The Long Form Notice and Settlement Website shall include the Claim Forms, which shall be substantially in the form attached hereto as Exhibit A, and which shall inform Settlement Class Members that he or she must fully complete and timely return a Claim Form within the Claims Period to be eligible for settlement benefits.

65. No later than the publication of the first notice to be published pursuant to Section V, the Class Action Settlement Administrator shall establish a toll-free telephone facility that will provide settlement-related information to Settlement Class Members. The toll-free telephone number of such facility shall be included in the published notice. The telephone facility shall be capable of: (a) receiving requests for Claim Forms, and/or the Long Form Notice of the Settlement described in Section V or any other materials described in this Section; (b) providing

general information concerning deadlines for opting out of the Settlement or objecting to it, and the dates of the relevant Court proceedings, including the Final Approval Hearing; and (c) mailing materials to Settlement Class Members as provided in this Section. The toll-free telephone facility and the Settlement Phone Number shall be maintained for twenty (20) months after the Effective Date. All costs associated with establishing and maintaining the toll-free telephone facility and the Settlement Phone Number shall be paid by Defendants.

66. The Class Action Settlement Administrator shall immediately (within three (3) business days) mail Long Form Notices or Claim Forms to anyone requesting them. The Class Action Settlement Administrator shall maintain records of all of its activities, including logs of all telephone calls received and all mailings, and shall maintain an electronic database reflecting the running tally of all calls received and number and types of materials mailed by it in connection with this Settlement.

67. No later than the publication of the first notice to be published pursuant to Section V, the Class Action Settlement Administrator shall establish a Settlement Website that will inform Settlement Class Members of the Settlement. The contents of the website must be approved by Class Counsel and Defendants. The internet address of the website shall be www.remingtonfirearmsclassactionsettlement.com and shall be included in the Notices. The Settlement Website shall include information such as: (a) generalized information concerning deadlines for opting out of or objecting to the Settlement, Claim Forms; (b) dates of relevant Court proceedings, including the Final Approval Hearing; (c) listing of the Settlement Phone Number; (d) a current list of RARCs; and (e) electronic copies of the Settlement Agreement, joint press release, Short Form Notice, Long Form Notice, Motion for Preliminary Approval, Preliminary Approval Order, Motion for Final Approval, Motion for Attorneys' Fees, Final Approval Order, and Claim Form that Settlement Class Members can download and print. The Settlement Website shall be maintained while claims are being processed by the Class Action Settlement Administrator under this Agreement and for a period that continues for twenty (20) months after the Effective Date.

68. Remington's and Class Counsel's websites may contain a link titled "Remington Class Action Settlement." Clicking on the link will take the user to the Settlement Website.

69. Notice of the settlement via First Class Mail pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(a), will be served on the appropriate federal and state officials no later than 10 calendar days after the filing of this Settlement Agreement with the Court. A proposed form of CAFA notice, without the accompanying attachments, is attached as Exhibit E.

70. The Class Action Settlement Administrator shall be responsible for, without limitation: (a) printing, mailing or arranging for the mailing of the Direct Notices; (b) handling returned mail not delivered to Settlement Class Members; (c) attempting to obtain updated address information for any Direct Notices returned without a forwarding address; (d) making any additional mailings required under the terms of this Settlement Agreement; (e) responding to requests for the Long Form Notice; (f) receiving and maintaining on behalf of the Court any Settlement Class Member correspondence regarding requests for exclusion and/or objections to the Settlement; (g) forwarding written inquiries to Class Counsel or their designee for a response, if warranted; (h) establishing a post-office box for the receipt of any correspondence; (j)

establishing the Settlement Website and Settlement Phone Number with a voice response unit with message capabilities to which Settlement Class Members may refer for information about the Action and the Settlement; and (k) otherwise implementing and/or assisting with the dissemination of the Notice of the Settlement. The Class Action Settlement Administrator shall also be responsible for, without limitation, implementing the terms of the Claims Process and related administrative activities.

71. If the Class Action Settlement Administrator makes a material or fraudulent misrepresentation to, or conceals requested material information from, Plaintiffs' Counsel, or Defendants' Counsel, then the Party to whom the misrepresentation is made shall, in addition to any other appropriate relief, have the right to demand that the Class Action Settlement Administrator immediately be replaced. If the Class Action Settlement Administrator Notice Administrator fails to perform adequately on behalf of Defendants or the Settlement Class, the Parties may agree to remove the Class Action Settlement Administrator. Under such circumstances, the other Party shall not unreasonably withhold consent to remove the Class Action Settlement Administrator, but this event shall occur only after Defendants' Counsel and Plaintiffs' Counsel have attempted to resolve any disputes regarding the retention or dismissal of the Class Action Settlement Administrator in good faith, and, if they are unable to do so, after the matter has been referred to the Court for resolution.

72. The Class Action Settlement Administrator may retain one or more persons to assist in the completion of his or her responsibilities as reasonably necessary to fulfill the Class Action Settlement Administrator's duties herein.

73. Not later than twenty-one (21) days before the date of the Final Approval Hearing, the Class Action Settlement Administrator shall file with the Court a list of those persons who have opted out of or objected to the Settlement. The Class Action Settlement Administrator shall also file with the Court proof, by affidavit or declaration, of the aforesaid publications and mailings as well as the details outlining the scope, method and results of the notice program.

74. The Class Action Settlement Administrator and the Parties shall promptly after receipt provide copies of any requests for exclusion, objections and/or related correspondence to each other.

75. In addition to the Notice Plan described above, and pursuant to the Court's order of December 8, 2015, the Parties have also developed the following additional plan designed to remind Settlement Class Members of the Settlement.

76. As part of that plan, Signal Interactive Media, LLC ("Signal") shall execute a Facebook advertising campaign that consumers can click and be redirected to the Settlement Website to file a claim. Signal shall use the two advertisements that exhibited the most effective results in terms of clicks on the advertisement during pretesting.² The Facebook advertising campaign is intended to reach 3.4 million potential Settlement Class Members. (Doc. 127 at 8; Doc. 127-1 at ¶¶ 12, 49.)

² Those advertisements are described in the Parties' Joint Supplemental Brief Pursuant to the Court's Order of December 8, 2015 (Doc. 127) and its attachments, which this Agreement incorporates by reference.

77. Signal shall also execute a national radio media plan that includes a 60-second notice advertisement to run for four consecutive weeks on various syndicated networks and programs. The networks account for more than 2,000 individual radio stations across the country and are anticipated to generate more than 61 million targeted impressions. Specific components of the radio plan include: (1) targeting key states/regions; (2) targeting key demographics; and (3) creating a terrestrial network composed of (a) hunting and fishing radio programs and (b) programs with strong sportsmen audiences. The radio plan shall also include custom digital streaming through iHeart radio. When the notice advertisement runs online, it will include a companion banner for consumers to click for more information. After they click, they will be redirected to the Settlement Website. (Doc. 127 at 8-9; Doc. 127-1 at ¶¶ 6, 50-58.)

78. Remington shall send an e-mail notification of the Settlement to approximately one million consumer e-mail addresses it has located from internal databases. Remington shall also send postcard notification of the Settlement to approximately 93,000 residential addresses it has located in internal databases. The proposed e-mail and postcard notification language is shown in Exhibit F.

79. Remington shall resend the Settlement Class Members who received the Direct Notice, via the due process compliant notice in paragraph 60, an additional, reminder direct mailing in the form shown as Exhibit F. Because the model number and appropriate claim form for these individuals is known (all will need the Model 700 and Seven form containing the rebate section), Remington will also include a copy of the claim form with the reminder notice.

80. Remington shall also disseminate reminder notice posters for display at more than 11,000 retail locations. The posters shall be disseminated through Remington's distribution channels: a PDF of the poster will be emailed to Remington's twelve wholesale accounts and seven retail accounts, and those accounts will in turn send the poster to more than 5,000 independent retailers and 6,000 retail stores for display. The language on the posters will mirror the language in the direct e-mail and postcard notices. *See* Exhibit F.

81. The cost of the above Settlement Class Notice (with the exception of that appearing on Class Counsel's websites under ¶ 68) shall be paid by Remington. If the Court requires methods of notice in addition to that defined above, Remington shall bear the cost of such additional notice.

VI. OBJECTIONS AND REQUESTS FOR EXCLUSION

A. Requests for Exclusion

82. A Settlement Class Member may opt out of one or both Settlement Classes. To exercise this exclusion right, the Settlement Class Member must send a written notification of the decision to request exclusion via certified or first class mail to the Class Action Settlement Administrator. The request for exclusion must bear the signature of the Settlement Class Member (even if represented by counsel), the Settlement Class Member's current address and telephone number, and state the firearm's model and serial number. If the Settlement Class Member has entered into a written or oral agreement to be represented by counsel, the request for exclusion shall also be signed by the attorney who represents the Settlement Class Member.

Such requests must be postmarked or personally delivered on such schedule as the Court may direct. In seeking Preliminary Approval of this Agreement, the parties will request that the deadline for submission of requests for exclusion shall be set on a date no less than sixty (60) days after the publication of the final notice to be published pursuant to Section V. Exclusions sent by any Settlement Class Member to incorrect locations shall not be valid. The Class Action Settlement Administrator shall promptly forward copies of any written requests for exclusion to Class Counsel and Defendants' Counsel. A list reflecting all requests for exclusion shall be filed with the Court by the Class Action Settlement Administrator no later than twenty-one (21) days before the Final Approval Hearing. If a potential Settlement Class Member files a request for exclusion, he or she may not file an objection under ¶ 86.

83. Any Settlement Class Member who has not timely and properly filed a written request for exclusion as provided in ¶ 82 shall be bound by the Settlement and all subsequent proceedings, orders, and judgments, including, but not limited to, the Release and Final Approval Order. Any Settlement Class Member who elects to opt out of the Settlement Class pursuant to this Agreement shall not be entitled to relief under or affected by this Agreement.

84. Settlement Class Members who have elected to opt out of the Settlement Class may withdraw their opt out requests prior to the Effective Date, but only if they accept the benefits and terms of this Settlement and dismiss with prejudice any other pending action against Defendants for economic losses arising out of the marketing and sale of firearms containing the Walker trigger mechanism and X-Mark Pro trigger mechanism.

85. Class Counsel shall have the right to contact persons who file exclusion requests and to challenge the timeliness and validity of any exclusion requests, as well as the right to effect the withdrawal of any exclusion filed in error and any exclusion request which a Settlement Class Member wishes to withdraw for purposes of participating in the Settlement as set forth in this Agreement. The Court shall determine whether any of the contested opt-outs are valid.

B. Objections

86. A Settlement Class Member may object to the Settlement. To exercise this certified or objection right, the Settlement Class Member must provide written notice of the objection via certified or first class mail to the Court and the Class Action Settlement Administrator. The objection must bear the signature of the Settlement Class Member (even if represented by counsel), the Settlement Class Member's current address and telephone number, the firearm's model and serial number, and state the exact nature of the objection including any legal support the Settlement Class Member wishes to introduce in support of the objection, and whether or not the Settlement Class Member intends to appear at the Final Approval Hearing. If the Settlement Class Member is represented by counsel, the objection shall also be signed by the attorney who represents the Settlement Class Member and state whether the attorney representing the objector will appear at the Final Approval Hearing. Such objection must be postmarked or personally delivered on such schedule as the Court may direct. In seeking Preliminary Approval of this Agreement, the parties will request that the deadline for submission of notice of objections shall be set on a date no less than sixty (60) days after the publication of the final notice to be published pursuant to Section V. Objections sent by any Settlement Class Member to incorrect locations shall not be valid.

87. The Class Action Settlement Administrator shall forward any objection(s) to Class Counsel and Defense Counsel within five (5) days of receipt.

88. Any Settlement Class Member who fails to comply with the provisions of ¶ 86 above shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Settlement Agreement and by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, the Final Order and the Final Judgment in the Actions. The exclusive means for any challenge to this Settlement shall be through the provisions of this Section VI.B. Without limiting the foregoing, any challenge to the Settlement or Final Approval Order shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

89. Any Settlement Class Member who objects to the Settlement shall be entitled to all of the benefits of the Settlement if this Settlement Agreement and the terms contained herein are approved, as long as the objecting Settlement Class Member complies with all requirements of this Settlement Agreement applicable to Settlement Class Members, including the timely submission of a Claim Form and other requirements herein.

VII. ATTORNEYS' FEES

90. In advance of the date set by the Court for Objections, Class Counsel agrees to request approval of an award of all attorneys' fees, costs, and expenses in a total amount not to exceed \$12,500,000. Defendants agree to pay any fees and costs awarded by the Court in an amount not to exceed \$12,500,000, and will do so within seven (7) days of the Effective Date. The amount of attorneys' fees, costs, and expenses was negotiated after the substantive terms of the Settlement, including the benefits to Settlement Class Members, and had been negotiated and agreed upon during the mediation. The Motion for Preliminary Approval, Long Form Notice, and Short Form Notice shall state that Class Counsel will seek an award of attorneys' fees, costs, and expenses in an amount not to exceed \$12,500,000.

91. If the request for an award of attorneys' fees, costs, and expenses is finally approved by the Court and upheld on any appeal, then Remington shall pay the amount ordered by the Court via electronic transfer to Class Counsel within seven (7) business days after the Effective Date, provided that Class Counsel has submitted appropriate routing information and payment information reasonably necessary for Remington to process such transfer.

92. Class Counsel shall distribute attorneys' fees, costs, and expenses to Plaintiffs' Counsel. Should a dispute arise regarding the distribution, the cost shall be borne by Class Counsel and/or Plaintiffs' Counsel.

VIII. REPRESENTATIVE PLAINTIFF AWARDS

93. In addition to the relief outlined above in Section IV, prior to the date set by the Court for objections Class Counsel shall seek the Court's approval of a representative plaintiff award of \$2,500 each for Plaintiffs Dylan Anderson, Rodney Barbre, Wallace Brown, John Corsi, Chase Delperdang, Gordon Hardaway, Roger Keesy, William Massie, William Moodie, Gary Otis, Ian Pollard, James Waterman, and Mitchell Winterburn. The representative plaintiff awards are to compensate Plaintiffs solely for their time and effort associated with their participation in

Pollard and Moodie, and shall not be considered reimbursement or compensation for damages or any such other payment or other relief sought in the Action. If the request for representative plaintiff awards is finally approved by the Court and upheld on any appeal, then Remington shall pay the amount ordered by the Court to each representative plaintiff within seven (7) business days after the Effective Date. The representative plaintiff awards do not preclude Plaintiffs from receiving settlement benefits. The Motion for Preliminary Approval, Long Form Notice, and Short Form Notice shall state that Class Counsel will seek representative plaintiff awards of \$2,500 per plaintiff.

IX. RELEASE

94. As consideration for the relief provided under the Settlement Agreement, the Releasing Persons agree to release the Released Persons from any and all claims, demands, rights, damages, obligations, suits, debts, liens, contracts, agreements and causes of action of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including those unknown, both at law and in equity which were or could have been brought against Defendants, or any of them, based upon or related in any way to the trigger mechanisms in the rifle models subject to the Settlement Agreement, including but not limited to those claims asserted in the Action, whether sounding in tort, contract, breach of warranty, violation of any state or federal statute or regulation, fraud, unjust enrichment, money had and received, restitution, equitable relief, punitive or exemplary damages or any other claims whatsoever under federal law or the law of any state. Released claims also include any claim for attorneys' fees, expenses, costs, and catalyst fees under any state's law or under federal law. Released claims do not include claims for personal injury and personal property damage.

95. If any Settlement Class Member brings an action or asserts a claim against one or more Defendants contrary to the terms of the Settlement Agreement, that Defendant shall provide Class Counsel with a copy of the Settlement Class Member's complaint. Class Counsel agrees to contact counsel of record for the Settlement Class Member and advise him or her of the Settlement Agreement.

X. MISCELLANEOUS PROVISIONS

A. For Settlement Purposes Only/No Admissions

96. The Settlement Agreement is for settlement purposes only, and neither the fact of, nor any provision contained in, this Agreement or its Exhibits, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as an admission of: (a) the validity of any claim or allegation by Plaintiffs, or of any defense asserted by Defendants in the Action; (b) the propriety of class certification or proceeding in whole or in part on a classwide basis for purposes of litigation and/or trial in this Action or any future action against one or more Defendants or any Released Party; or (3) any wrongdoing, fault, violation of law, or liability if any kind on the part of any Defendant or Released Party.

97. The Settlement Agreement is without prejudice to the rights of any Defendant or any Released Party to oppose class certification in the Action for purposes of litigation and trial should the Settlement not be finally approved or implemented for any reason.

98. In the event that this Agreement does not become effective for any reason, this Agreement shall become null and void and of no further force and effect. In such instance, this Agreement and any negotiations, statements, communications, proceedings, and pleadings relating thereto, and the fact that the Parties agreed to the Agreement, shall be without prejudice to the rights of Plaintiffs or Defendants or any Settlement Class Member, shall not be used for any purpose whatsoever in any subsequent proceeding in this action or in any other action in any court or tribunal, and shall not be construed as an admission or concession by any party of any fact, matter, or allegation. In the event that this Agreement does not become effective, Plaintiffs, Defendants, and the Settlement Class Members shall be restored without prejudice to their respective positions as if the Agreement, any application for its approval by the Court, and the proposed amended complaint in the *Pollard* action had not been made, submitted, or filed. Defendants further agree that they will not seek to dismiss the *Moodie* action or the *Moodie* class representatives on the account the *Moodie* class representatives were named as class representatives in the *Pollard* proposed amended complaint filed in conjunction with the approval of this proposed Settlement. Notwithstanding the foregoing, in the event that the Court should refuse to approve any material part of this Agreement or the Exhibits thereto or if, on appeal, an appellate court fails to affirm the judgment entered pursuant to this Agreement, then the Parties may (but are not obligated to) agree in writing to amend this Agreement and proceed with the Settlement as so amended. Neither any award to a representative plaintiff in an amount less than that sought, nor an award of attorneys' fees, costs, and disbursement to Class Counsel in an amount less than that requested by Class Counsel, nor a reversal on appeal of any such award shall be deemed to be a modification of a material part of this Agreement that causes the Agreement to become null and void pursuant to this section.

B. Arms' Length Negotiations

99. The Mediator has agreed to submit a declaration regarding the arms' length nature of the negotiation and overall fairness of the settlement, which shall be submitted with the Parties' Motion for Preliminary Approval.

C. Alternative Dispute Resolution

100. So that the Settling Parties do not have to return to court, if any disputes arise out of finalization of the settlement documentation or out of the Settlement itself, said disputes are to be resolved by the Mediator first by way of mediation, and if mediation is unsuccessful then by way of final binding non-appealable arbitration. If for any reason the Mediator is unavailable or has a conflict, the Settling Parties will agree on a substitute neutral so that this clause may be enforced without returning to Court. If the Settling Parties cannot agree upon a substitute neutral, they will jointly petition either the Mediator or the Court to select a neutral for them to enforce this clause. The Court shall retain jurisdiction to enter and enforce any award arising from such arbitration.

101. The Court will retain jurisdiction to enforce the terms of this Agreement, including all terms that are not arbitrable issues and will otherwise retain jurisdiction to compel arbitration in accordance with the above provision, as well as to enforce the terms of any award in arbitration to the extent required by law.

102. Nothing in this provision is intended to prevent the Court from exercising its authority to inquire about the bases for settlement, settlement terms, the implementation of the settlement, or the information provided to the Court in connection with preliminary or final approval of the Settlement.

D. Exclusive Remedy; Dismissal of Actions; Continuing Jurisdiction of the Court

103. Each and every Settlement Class Member who has not requested exclusion pursuant to this Agreement submits to the jurisdiction of the Court and will be bound by the terms of this Settlement (including, without limitation, any and all releases).

104. This Agreement shall be the sole and exclusive remedy for any and all Released Claims, and upon entry of the Final Judgment by the Court, each Settlement Class Member who has not opted out of the Class shall be barred from initiating, asserting, or prosecuting any such Released Claims against Defendants.

105. Upon the entry of the Final Approval Order, this action will be dismissed with prejudice.

106. No later than ten (10) days following the Effective Date, the Parties shall file a joint stipulation of voluntary dismissal with prejudice and without costs under Fed. R. Civ. P. 41 in case number 2:13-cv-00172-JCC, *Moodie et al. v. Remington et al.* (W.D. Wash., Coughenour, J.).

E. Best Efforts

107. The Parties, Plaintiffs' Counsel, and Defendants' Counsel agree to use their best efforts to obtain Court approval of this Settlement, and agree to support all terms of the Settlement Agreement in documents filed with the Court. They further agree to execute all such additional documents as shall be reasonably necessary to carry out the provisions of this Agreement.

F. Defendants' Liability

108. The Parties understand and acknowledge that Defendants are not jointly and severally responsible for the benefits provided to Plaintiffs and Settlement Class Members under this Agreement, and that Defendants are each limited to the specific obligations assigned to them by the terms of this Agreement. Defendants represent that they have the financial wherewithal to comply with the terms of this Settlement Agreement.

109. Remington Outdoor Company, Inc. guarantees the financial obligations of Remington Arms Company, LLC arising under the terms of this Settlement Agreement.

G. Administrative Costs

110. Except as provided in Sections V (Notice), VII (Representative Plaintiff Awards), and VII (Attorneys' Fees, Costs, and Expenses), each of the Plaintiffs and the Defendants shall be solely responsible for his, her, or its own costs and expenses.

H. Taxes

111. Plaintiffs, Settlement Class Members, and Plaintiffs' Counsel shall be responsible for paying any and all federal, state, and local taxes due on any payments made to them pursuant to the Settlement Agreement.

I. Public Statements

112. The Parties, Plaintiffs' Counsel, and Defendants' Counsel shall not disparage the terms of this Settlement Agreement.

J. Complete Agreement

113. This Settlement Agreement and its Exhibits represent the complete agreement as to each and every term agreed to by and among Plaintiffs, the Settlement Class(es), and Defendants. The Settlement contemplated by this Agreement is not subject to any condition not expressly provided for herein, and there exist no collateral or oral agreements relating to the subject matter of the Agreement. In entering into this Settlement Agreement, no Party has made or relied on any warranty, promise, inducement or representation not specifically set forth herein. Any agreement purporting to change or modify the terms of this Agreement or the Exhibits hereto must be in writing, signed by Class Counsel and Defendants' Counsel.

114. All the Exhibits attached hereto or referred to herein are incorporated as if fully set forth in the body of the Agreement.

K. Headings for Convenience Only

115. The headings in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

L. Severability

116. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Settlement Agreement shall continue in full force and effect without said provision.

M. No Party Is the Drafter

117. None of the Parties shall be considered to be the primary drafter of this Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

N. Binding Effect

118. This Settlement Agreement shall be binding according to its terms upon, and inure to the benefit of Plaintiffs, the Settlement Class, Defendants, the Settling Parties, and their respective successors and assigns.

O. Authorization to Enter Settlement Agreement

119. Plaintiffs' Counsel represents that they are fully authorized to conduct settlement negotiations with counsel for Defendants on behalf of Plaintiffs and the Settlement Class, and to enter into, and to execute, this Settlement Agreement on behalf of Plaintiffs and the Settlement Class, subject to Court approval pursuant to Federal Rule of Civil Procedure 23(e).

120. Defendants represent and warrant that: (a) it has all requisite corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action on the part of Defendants; (c) its signatories to the Agreement have full authority to sign on behalf of and to bind Defendants to its terms; and (d) this Agreement has been duly and validly executed and delivered by Defendants and constitutes its legal, valid and binding obligations.

121. The undersigned counsel represent that they have been fully authorized to execute this Agreement on behalf of their respective clients.

P. Execution in Counterparts

122. This Settlement Agreement may be executed in counterparts, and the execution of counterparts shall have the same effect as if all Parties had signed the same instrument. Facsimile signatures shall be considered as valid signatures as of the date signed, although the original signature dates shall thereafter be appended to the Settlement Agreement. This Settlement Agreement shall not be deemed executed until signed by Class Counsel and Defendants' Counsel.

Q. California Civil Code § 1542

123. The Parties have read, understood, and consulted with their attorneys and have been fully advised by them as to the contents and meaning of Section 1542 of the Civil Code of California, which provides that:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Releasing Persons shall be deemed to have knowingly and voluntarily waived and relinquished all rights and benefits afforded by California Civil Code Section 1542, and by any comparable statutory provision or common law rule that provides, in sum or substance, that a general release does not extend to claims which the party does not know or suspect to exist in its favor at the time of executing the release, which if known by it must have materially affected the settlement. The Parties hereby agree and acknowledge that this waiver is an essential term of this Settlement Agreement

without which the consideration given herein by Defendants would not have been given.

R. Cancellation

124. Remington shall be entitled, at its option, and in its sole and absolute good-faith discretion, to cancel the Settlement and rescind its agreement to the Settlement Agreement if a sufficient number of Settlement Class Members excluding themselves from the Settlement reaches a level that, in Remington's judgment, threatens to frustrate the purposes of the Agreement. To cancel the settlement, Remington must provide written notice to Plaintiffs' Counsel and to the Court no later than 10 days prior to the Final Approval Hearing. In the event of cancellation of the Final Approval Hearing or this Settlement Agreement, all cost shall be borne by the Parties that incurred the expenses.

S. Confirmatory Discovery

125. Defendants have provided information requested by Plaintiffs' Counsel related to the former and current X-Mark Pro assembly process, the X-Mark Pro specialty cleaning, testing and inspection process, and potential Settlement valuation issues. Defendants agree that this confirmatory discovery may be communicated by Plaintiffs' Counsel to the Court. Defendants further agree to make best efforts in providing all responsive documents in reasonable time prior to December 5, 2014. Defendants further agree to amend, supplement, and/or otherwise correct this confirmatory discovery to the extent one or more Defendants learns information that renders such discovery incomplete, unreliable, or inaccurate. Defendants remain under such an obligation until the Effective Date. Defendants are under no additional obligations with respect to confirmatory discovery apart from those in this paragraph.

IN WITNESS THEREOF, the Parties have executed this Settlement Agreement as of the dates set forth below.

DATED: August 19, 2016

s/ Richard Arsenault
Class Counsel

Richard Arsenault
NEBLETT, BEARD & ARSENAULT
2220 Bonaventure Court
Alexandria, LA 71301

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Brian F. Fox
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BOLEN ROBINSON & ELLIS, LLP
202 South Franklin, 2nd Floor
Decatur, IL 62523

Remainder of page intentionally left blank.

DATED: August 19, 2016

Counsel for Defendants Remington Arms
Company, LLC, Sporting Goods Properties,
Inc., E.I. DuPont Nemours & Company

Dale G. Wills
SWANSON, MARTIN & BELL, LLP
330 North Wabash Avenue, Suite 3300
Chicago, IL 60611

s/ John K. Sherk
John K. Sherk
SHOOK, HARDY & BACON LLP
2555 Grand Blvd.
Kansas City, MO 64108

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EXHIBIT A

SECTION 3 – ELECTION TO PARTICIPATE IN SETTLEMENT WITH RESPECT TO YOUR FIREARM:

Check the box below to confirm that you currently own a firearm with one of the model numbers and trigger mechanism listed below and you are hereby electing to participate in this settlement.

Yes, I currently own a Model 700 or Model Seven containing a trigger mechanism utilizing a trigger connector, and I want to participate in this settlement.

SECTION 4 – BENEFIT ELECTION:

Please answer the following questions and check the corresponding box to confirm the benefit you are electing (if more than one option is provided).

Do you claim that this firearm has fired without a trigger pull, which resulted in personal injuries or property damage? (Note any such claim is not included in or affected by this settlement.)

Yes - *I want to receive pre-paid shipping tags, boxes, and written instructions on how to return my firearm to Remington for a full inspection as well as an X-Mark Pro retrofit at no cost. This benefit is available now, even if final court approval of this settlement has not been achieved as of the date this Claim Form is submitted. After the retrofit, Remington will return my firearm to me at no cost. Remington will also send me an educational DVD regarding safe firearm handling practices.*

WARNING: STOP USING YOUR FIREARM. Any unintended discharge has the potential to cause injury or death. Immediately cease use of your firearm and return it to Remington as outlined below. Your firearm will be inspected, cleaned, tested, retrofitted with a new trigger mechanism, and returned as soon as possible, at no cost to you. DO NOT attempt to diagnose or repair your firearm.

No - (Choose one option below)

- Option 1.** *I want to take my firearm to a Remington Authorized Repair Center for an X-Mark Pro retrofit at no cost. A list of Remington Authorized Repair Centers can be found by visiting www.remingtonfirearmsclassactionsettlement.com or calling 1-800-876-5940. Although I will shortly receive a Ticket ID# from Remington, I may not take my firearm to the Remington Authorized Repair Center to have my firearm retrofitted until after the Parties' Settlement Agreement has been finally approved by court order. Remington will also later send me an educational DVD regarding safe firearm handling practices.*
- Option 2.** *I want to receive pre-paid shipping tags, boxes, and written instructions on how to ship my firearm to a Remington Authorized Repair Center for an X-Mark Pro retrofit at no cost. Although I will shortly receive a Ticket ID# from Remington, I will not receive my shipping materials and will not be able to ship my firearm to a Remington Authorized Repair Center to have my firearm retrofitted until after the*

Parties' Settlement Agreement has been finally approved by court order. Remington will also later send me an educational DVD regarding safe firearm handling practices.

PLEASE GO TO SECTION 5.

SECTION 5 – ATTESTATION:

I attest, by my signature below, that the statements made and answers given in this Claim Form are true and correct and that any documents submitted herewith are true and genuine.

Executed this _____ day of _____ (Month/Year)

(Sign your name here)

(Print your name here)

SECTION 3 – ELECTION TO PARTICIPATE IN SETTLEMENT WITH RESPECT TO YOUR FIREARM:

Check the box below to confirm current or previous ownership of a firearm with one of the model numbers and trigger mechanism listed below and that you are hereby electing to participate in this settlement.

Yes, I currently own or previously owned a Model 700 or Model Seven rifle with an X-Mark Pro trigger manufactured from May 1, 2006, to April 9, 2014, and I want to participate in this settlement. If I am seeking a retrofit, I did not participate in the voluntary X-Mark Pro Product Recall prior to April 14, 2015.

Please note that these models, with X-Mark Pro triggers manufactured from May 1, 2006, to April 9, 2014, are the subject of a voluntary Product Safety Recall. Both this settlement and the Product Safety Recall entitle current owners of these firearms who have not already participated in the Voluntary Product Safety Recall to have their old X-Mark Pro trigger retrofitted with a new X-Mark Pro trigger. However, the Product Safety Recall does not provide for any other benefit described herein. Current owners of rifles subject to the Product Safety Recall may still participate in this settlement. Visit <http://xmprecall.remington.com> for additional details about the Product Safety Recall.

DESCRIPTION OF THE HAZARD: Remington has determined that some Model 700 and Model Seven rifles with X-Mark Pro triggers could, under certain circumstances, **unintentionally discharge**. A Remington investigation has determined that some X-Mark Pro triggers might have excess bonding agent used in the assembly process. While Remington has the utmost confidence in the design of the X-Mark Pro trigger, it is undertaking a voluntary product recall in the interest of consumer safety to replace these triggers with new X-Mark Pro triggers.

WARNING: STOP USING YOUR FIREARM. Any unintended discharge has the potential to cause **injury or death**. Immediately cease use of your firearm and return it to Remington as outlined below. Your firearm will be retrofitted with a new trigger mechanism, and returned as soon as possible, at no cost to you. **DO NOT** attempt to diagnose or repair your firearm.

SECTION 4 –BENEFIT ELECTION:

Please answer the following questions and check the corresponding box to confirm the benefit you are electing (if more than one option is provided).

Do you claim that this firearm has fired without a trigger pull, which resulted in personal injuries or property damage? (Note any such claim is not included in or affected by this settlement.)

Yes - *I want to receive pre-paid shipping tags, boxes, and written instructions on how to return my firearm to Remington for a full inspection as well as an X-Mark Pro retrofit at no cost. This benefit is available now, even if final court approval of this settlement has not been achieved as of the date this Claim Form is submitted. After the retrofit, Remington will return my firearm to me at no cost. At a later time, Remington will also send me an educational DVD regarding safe firearms handling practices.*

No - (Choose one option below)

- Option 1.** *I want to take my firearm to a Remington Authorized Repair Center for an X-Mark Pro retrofit at no cost. A list of Remington Authorized Repair Centers can be found by visiting www.remingtonfirearmsclassactionsettlement.com or calling 1-800-876-5940. I will receive a Ticket ID# to take to the Remington Authorized Repair Center to have my firearm retrofitted. This benefit is available now, even if final court approval of this settlement has not been achieved as of the date this Claim Form is submitted. At a later time, Remington will also send me an educational DVD regarding safe firearm handling practices.*
- Option 2.** *I want to receive pre-paid shipping tags, boxes, and written instructions on how to ship my firearm to a Remington Authorized Repair Center for an X-Mark Pro retrofit at no cost. This benefit is available now, even if final court approval of this settlement has not been achieved as of the date this claim form is submitted. After the retrofit, Remington will return my firearm to me at no cost. At a later time, Remington will also send me an educational DVD regarding safe firearms handling practices.*

PLEASE GO TO SECTION 5.

SECTION 5 – ADDITIONAL OR ALTERNATIVE REFUND BENEFIT AVAILABLE TO CERTAIN CURRENT AND FORMER OWNERS:

Please answer the following question and check the corresponding box to confirm the additional benefit (if any) you are electing.

DO YOU OWN OR DID YOU PREVIOUSLY OWN A MODEL 700 OR SEVEN AND DID YOU REPLACE, AT YOUR OWN COST, THAT FIREARM'S ORIGINAL WALKER TRIGGER MECHANISM WITH AN X-MARK PRO TRIGGER MECHANISM?

No.

PLEASE GO TO SECTION 6, AS NO REFUND BENEFIT IS AVAILABLE TO YOU.

Yes - *I want Remington to refund the money I paid for that replacement. Refunds will be capped at \$119. Refunds will not be processed until after the parties' Settlement Agreement has been finally approved by court order. (Choose One Option below):*

I paid Remington to remove the Walker trigger mechanism in my rifle and replace it with a Remington X-Mark Pro trigger mechanism.

PLEASE GO TO SECTION 6 (NO ADDITIONAL DOCUMENTATION NECESSARY).

I paid someone other than Remington to remove the Walker trigger mechanism from my rifle and replace it with a Remington X-Mark Pro trigger mechanism. (Choose One Option below):

- I have included a copy of my installation receipt, which documents that a Remington X-Mark Pro was installed in my rifle and which documents the amount I paid for the X-Mark Pro installation. **PLEASE GO TO SECTION 6.**
- I do not have a copy of my installation receipt. **PLEASE FILL OUT THE REPLACEMENT ATTESTATION BELOW, THEN GO TO SECTION 6.**

REPLACEMENT ATTESTATION

I attest that I paid \$_____ for the installation. In addition, I have taken this Claim Form to a person qualified to make rifle repairs. He or she has read and signed the statement appearing below:

I am qualified to make rifle repairs. I have inspected or am aware of the condition of the Remington Model 700 or Model Seven rifle currently or previously owned by the person whose name appears in the following paragraph and hereby attest that the Walker trigger mechanism was removed and replaced with a Remington X-Mark Pro trigger mechanism.

Name of person qualified to make rifle repairs: _____

Phone Number of person qualified to make rifle repairs: _____

I attest, by my signature below, that the foregoing statement regarding the condition of the Model 700 or Model Seven rifle is true and accurate.

Executed this _____ day of _____ (Month/Year)

(Signature of person qualified to make rifle repair)

SECTION 6 – ATTESTATION:

I attest, by my signature below, that the statements made and answers given in this Claim Form are true and correct and that any documents submitted herewith are true and genuine.

Executed this _____ day of _____ (Month/Year)

(Sign your name here)

(Print your name here)

SECTION 3 – ELECTION TO PARTICIPATE IN SETTLEMENT WITH RESPECT TO YOUR FIREARM:

Check the box below to confirm that you currently own a firearm with one of the model numbers listed below and you are hereby electing to participate in this settlement.

Yes, I currently own a **Sportsman 78 or Model 673** containing a trigger mechanism utilizing a trigger connector, and I want to participate in this settlement.

SECTION 4 – BENEFIT ELECTION:

Please answer the following questions and check the corresponding box to confirm the benefit you are electing (if more than one option is provided).

Do you claim that this firearm has fired without a trigger pull, which resulted in personal injuries or property damage? (Note any such claim is not included in or affected by this settlement).

Yes - *I want to receive pre-paid shipping tags, boxes, and written instructions on how to return my firearm to Remington for a full inspection as well as an X-Mark Pro retrofit at no cost. This benefit is available now, even if final court approval of this settlement has not been achieved as of the date this Claim Form is submitted. After the retrofit, Remington will return my firearm to me at no cost. At a later time, Remington will also send me an educational DVD regarding safe firearms handling practices.*

WARNING: STOP USING YOUR FIREARM. Any unintended discharge has the potential to cause injury or death. Immediately cease use of your firearm and return it to Remington as outlined below. Your firearm will be inspected, cleaned, tested, retrofitted with a new trigger mechanism, and returned as soon as possible, at no cost to you. DO NOT attempt to diagnose or repair your firearm.

No - (Choose one option below)

- Option 1.** *I want to take my firearm to a Remington Authorized Repair Center for an X-Mark Pro retrofit at no cost. A list of Remington Authorized Repair Centers can be found by visiting www.remingtonfirearmsclassactionsettlement.com or calling 1-800-876-5940. Although I will receive a Ticket ID# from Remington, I may not take my firearm to the Remington Authorized Repair Center to have my firearm retrofitted until after the Parties' Settlement Agreement has been finally approved by court order. Remington will also later send me an educational DVD regarding safe firearm handling practices.*
- Option 2.** *I want to receive pre-paid shipping tags, boxes, and written instructions on how to ship my firearm to a Remington Authorized Repair Center for an X-Mark Pro retrofit at no cost. Although I will shortly receive a Ticket ID# from Remington, I will not receive my shipping materials and will not be able to ship my firearm to a Remington Authorized Repair Center to have my firearm retrofitted until after the Parties' Settlement Agreement has been finally approved by court order. Remington will also later send me an educational DVD regarding safe firearms handling practices.*

PLEASE GO TO SECTION 5.

SECTION 5 – ATTESTATION:

I attest, by my signature below, that the statements made and answers given in this Claim Form are true and correct and that any documents submitted herewith are true and genuine.

Executed this _____ day of _____ (Month/Year)

(Sign your name here)

(Print your name here)

SECTION 3 – ELECTION TO PARTICIPATE IN SETTLEMENT WITH RESPECT TO YOUR FIREARM:

Check the box below to confirm that you currently own a firearm with one of the model numbers listed below and you are hereby electing to participate in this settlement.

Yes, I currently own a **Model 710, 715, or 770** containing a trigger mechanism utilizing a trigger connector, and I want to participate in this settlement.

SECTION 4 – BENEFIT ELECTION:

Please answer the following questions and check the corresponding box to confirm the benefit you are electing (if more than one option is provided).

Do you claim that this firearm has fired without a trigger pull, which resulted in personal injuries or property damage? (Note any such claim is not included in or affected by this settlement.)

Yes - *I want to receive pre-paid shipping tags, boxes, and written instructions on how to return my firearm to Remington for a full inspection. Remington will also retrofit the trigger mechanism in my firearm with the current Model 770 connectorless trigger mechanism. This benefit is available now, even if final court approval of this settlement has not been achieved as of the date this Claim Form is submitted. After the retrofit, Remington will return my firearm to me at no cost. Remington will also send me an educational DVD regarding safe firearms handling practices.*

WARNING: STOP USING YOUR FIREARM. Any unintended discharge has the potential to cause injury or death. Immediately cease use of your firearm and return it to Remington as outlined below. Your firearm will be inspected, cleaned, tested, retrofitted with a new trigger mechanism, and returned as soon as possible, at no cost to you. DO NOT attempt to diagnose or repair your firearm.

No - *I want to receive pre-paid shipping tags, boxes, and written instructions on how to return my firearm to Remington for a current Model 770 connectorless trigger mechanism retrofit. Although I will shortly receive a Ticket ID# from Remington, I will not receive my shipping materials and will not be able to ship my firearm to Remington to have my firearm retrofitted until after the Parties' Settlement Agreement has been finally approved by court order. Remington will also later send me an educational DVD regarding safe firearms handling practices.*

PLEASE GO TO SECTION 5.

SECTION 5 – ATTESTATION:

I attest, by my signature below, that the statements made and answers given in this Claim Form are true and correct and that any documents submitted herewith are true and genuine.

Executed this _____ day of _____ (Month/Year)

(Sign your name here)

(Print your name here)

SECTION 3 – ELECTION TO PARTICIPATE IN SETTLEMENT WITH RESPECT TO YOUR FIREARM:

Check the box below to confirm that you currently own a firearm with one of the model numbers listed below and you are hereby electing to participate in this settlement and receive the benefit outlined below.

Yes, I currently own a Model 721, 722, or 725, and I want Remington to send me a voucher code for \$10.00 redeemable for Remington products at Remington's online store (www.shopremingtoncountry.com). Remington will also send me an educational DVD regarding safe firearms handling practices.

Please Note: You do not need to return your firearm to Remington to claim this benefit.

SECTION 4 – ATTESTATION:

I attest, by my signature below, that the statements made and answers given in this Claim Form are true and correct and that any documents submitted herewith are true and genuine.

Executed this _____ day of _____ (Month/Year)

(Sign your name here)

(Print your name here)

SECTION 3 – ELECTION TO PARTICIPATE IN SETTLEMENT WITH RESPECT TO YOUR FIREARM:

Check the box below to confirm that you currently own a firearm with one of the model numbers listed below and you are hereby electing to participate in this settlement and receive the benefit outlined below.

*Yes, I currently own a Model 600, 660, or XP-100, and I want Remington to send me a voucher code for \$12.50 redeemable for Remington products at Remington's online store (www.shopremingtoncountry.com). Remington will also send me an educational DVD regarding safe firearms handling practices. **Please Note: You do not need to return your firearm to Remington to claim this benefit.***

SECTION 4 – ATTESTATION:

I attest, by my signature below, that the statements made and answers given in this Claim Form are true and correct and that any documents submitted herewith are true and genuine.

Executed this _____ day of _____ (Month/Year)

(Sign your name here)

(Print your name here)

EXHIBIT B

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI**

NOTICE OF SETTLEMENT

**If You Own or Owned Certain Remington Firearms,
You Could Receive Benefits From a Class-Action Settlement.**

A U.S. federal court authorized this notice. It is not from a lawyer. You are not being sued.

- A proposed nationwide Settlement resolves a class-action lawsuit against Defendants Remington Arms Company, LLC; E.I. du Pont de Nemours & Co.; and Sporting Goods Properties, Inc. concerning certain firearms that contain a trigger mechanism with a component known as a “trigger connector” and certain firearms that contain an X-Mark Pro® trigger mechanism. Settlement Class Members have legal rights and options and deadlines by which they must exercise them.
- The Settlement provides benefits to:
 - (1) Current owners of Remington Model 700, Seven, Sportsman 78, 673, 710, 715, 770, 600, 660, XP-100, 721, 722, and 725 firearms containing a Remington trigger mechanism that utilizes a trigger connector;
 - (2) Current owners of Remington Model 700 and Model Seven rifles containing an X-Mark Pro trigger mechanism manufactured from May 1, 2006 to April 9, 2014 who did not participate in the voluntary X-Mark Pro product recall prior to April 14, 2015; and
 - (3) Current and former owners of Remington Model 700 and Model Seven rifles who replaced at their own cost their rifle’s original Walker trigger mechanism with an X-Mark Pro trigger mechanism.

THIS SETTLEMENT DOES NOT RESOLVE OR AFFECT ANY CLAIM FOR PERSONAL INJURIES OR PROPERTY DAMAGE.

- Settlement Class Members may be entitled to: (1) have their trigger mechanism retrofitted with a new X-Mark Pro or other connectorless trigger mechanism; (2) receive a voucher code for Remington products redeemable at Remington’s online store; and/or (3) be refunded the money they spent to replace their Model 700 or Seven’s original Walker trigger mechanism with an X-Mark Pro trigger mechanism. All valid claimants will also be provided with a DVD regarding safe firearm handling practices.

Please read this Notice carefully. You must file a Claim Form in order to receive benefits under the Settlement Agreement. You have from now until eighteen (18) months after the Effective Date to file a Claim Form. (“Effective Date” means the date on which the order approving the Settlement Agreement becomes final.) Your legal rights are affected, whether you act or don’t act. You are encouraged to periodically check the Settlement Website, www.remingtonfirearmsclassactionsettlement.com, because it will be updated with additional information.

BASIC INFORMATION

1. What is this Notice about?

A Court authorized this Notice because you may have a right to know about a proposed Settlement of a class-action lawsuit and about your rights, options and associated deadlines before the Court decides whether to give final approval to the Settlement. The name of the lawsuit is *Pollard v. Remington Arms Co., LLC, et al.*, Case No. 4:13-cv-00086-ODS (W.D. Mo.). The Defendants are Remington Arms Company, LLC; E.I. du Pont de Nemours & Co.; and Sporting Goods Properties, Inc. This Notice explains the lawsuit, the proposed Settlement, and your legal rights and options. The Court still has to decide whether to finally approve the Settlement. Certain benefits will be provided only if the Court finally approves the Settlement and after any appeals are resolved in favor of the Settlement. Please check the Settlement Website identified in this Notice regularly.

*Your legal rights may be affected even if you do not act.
Please read this Notice carefully.*

YOUR RIGHTS AND OPTIONS	
SUBMIT A CLAIM	You must submit a Claim Form to receive benefits under the Settlement. The deadline for submitting a Claim Form is eighteen (18) months after the Effective Date of the Settlement. You will not receive any benefits under the Settlement if you do not submit a timely Claim Form.
EXCLUDE YOURSELF	If you do this, you are not entitled to Settlement benefits, but you keep your right to sue Defendants on your own about the issues in the lawsuit.
OBJECT	If you do not exclude yourself, you can write to the Court about why you don't like the proposed Settlement.
GO TO A HEARING	If you do not exclude yourself, you can appear and ask to speak to the Court directly about the Settlement. You may also appear at the hearing through your own lawyer.
DO NOTHING	You will not receive Settlement benefits that you may otherwise be eligible for and you give up the right to sue Defendants about the issues in the lawsuit.

2. What is the lawsuit about?

The class action lawsuit claims that trigger mechanisms with a component part known as a trigger connector are defectively designed and can result in accidental discharges without the

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trigger being pulled. The lawsuit further claims that from May 1, 2006 to April 9, 2014, the X-Mark Pro trigger mechanism assembly process created the potential for the application of an excess amount of bonding agent, which could cause Model 700 or Seven rifles containing such trigger mechanisms to discharge without a trigger pull under certain limited conditions. The lawsuit contends that the value and utility of these firearms have been diminished as a result of these alleged defects. Defendants deny Plaintiffs' allegations and claim that the design of the firearms is not defective and that the value and utility of these firearms have not been diminished. The Parties agreed to resolve these matters before these issues were decided by the Court.

This Settlement does not involve claims of personal injury or property damage.

3. What is a class action?

In a class action, one or more plaintiffs called "class representatives" sue one or more defendants on behalf of other people who have similar claims. A court decides whether any lawsuit may proceed as a class action, and this Court has not finally decided that the lawsuit may be certified as a class action. All of these people with claims, together, are the "Settlement Class" or "Settlement Class Members" if the Court approves this procedure. Then, that Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

Both sides in the lawsuit agreed to a settlement so that the Settlement Class Members can get benefits, to avoid the cost and risk of further litigation, including a potential trial, and in exchange for releasing Defendants from liability. The settlement does not mean that Defendants broke any laws and/or did anything wrong, and the Court did not decide which side was right.

The Settlement here has been preliminarily approved by the Court, which authorized the issuance of this Notice. The class representatives and the lawyers representing them (called "Class Counsel") believe that the Settlement is in the best interests of all Settlement Class Members.

The essential terms of the Settlement are summarized in this Notice. The Settlement Agreement along with all exhibits and addenda sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

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A. WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

- All current owners of Remington Model 700, Seven, Sportsman 78, 673, 710, 715, 770, 600, 660, XP-100, 721, 722, and 725 firearms containing a Remington trigger mechanism that utilizes a trigger connector; and
- All current owners of Remington Model 700 and Model Seven rifles containing an X-Mark Pro trigger mechanism manufactured from May 1, 2006 to April 9, 2014 who did not participate in the voluntary X-Mark Pro product recall prior to April 14, 2015; and
- All current and former owners of Remington Model 700 and Model Seven rifles who replaced their rifle's original Walker trigger mechanism at their own cost with an X-Mark Pro trigger mechanism.

6. I'm not sure if I'm included in the Settlement.

If you are not sure whether you are included in the Settlement Classes, you may call 1-800-876-5940. You can also go to the Settlement Website for instructions and photos that can help you determine what model firearm you own and what trigger mechanism it contains.

7. Are there exceptions to being included in the Settlement?

You are not a Settlement Class Member even if you are included in one or both Settlement Classes if:

- You exclude yourself from this Settlement;
- You are a governmental entity;
- You are a subsidiary or affiliate of any of the Defendants;
- You are the Judge in the lawsuit or a member of the Judge's immediate family.

8. How do I know if I have a firearm described in Question 5 that is subject to this lawsuit?

If you are not certain if your firearm is covered by this lawsuit, call 1-800-876-5940. You can also go to the Settlement Website for instructions and photos that can help you determine what model firearm you own and what trigger mechanism it contains.

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B. THE SETTLEMENT BENEFITS—WHAT YOU GET AND HOW TO GET IT

9. What does the Settlement provide?

If you are a Settlement Class Member, what you are eligible to receive depends on several factors, including the model and trigger mechanism of your firearm. The Settlement benefits are outlined generally below, but more information can be found at the Settlement Website, www.remingtonfirearmsclassactionsettlement.com, or by calling 1-800-876-5940.

Please note that you must submit a Claim Form to receive benefits. If you do nothing, you will not receive benefits from the Settlement. If you do nothing, you will still be considered a Settlement Class Member, but you will not be able to sue Defendants about the issues in the lawsuit.

Claim Forms are available online at www.remingtonfirearmsclassactionsettlement.com or by calling 1-800-876-5940. You may submit your Claim Form online, or you may complete your form and then submit it by U.S. mail or e-mail at the addresses listed below:

Online: www.remingtonfirearmsclassactionsettlement.com

By E-Mail: remington@angeiongroup.com

By U.S. Mail: Angeion Group
Attn: Remington Claims
Suite 660, 1801 Market Street
Philadelphia, PA 19103

a. X-Mark Pro and Model 770 Connectorless Trigger Mechanism Retrofit

Current owners of Model 700 and Seven firearms containing an X-Mark Pro trigger mechanism manufactured from May 1, 2006 to April 9, 2014 who have not participated in the voluntary X-Mark Pro product recall are entitled to have their trigger mechanism replaced with an X-Mark Pro trigger mechanism as follows. A Remington Authorized Repair Center (“RARC”) will remove the trigger mechanism and retrofit your firearm with an X-Mark Pro trigger mechanism manufactured under the new assembly process at no cost to you. You must first submit a timely Claim Form to be eligible for this benefit. Then, you can choose either to take your firearm to the RARC for the retrofit or to ship your firearm to the RARC for the retrofit. If you choose to ship your firearm, Remington will send you pre-paid shipping tags, boxes, and written instructions. If you choose to take your firearm to a RARC, you can find a current list of Remington Authorized Repair Centers on the Settlement Website or by calling the Settlement Phone Number. *Please note: These models, with X-Mark Pro triggers manufactured from May 1, 2006, to April 9, 2014, are the subject of a voluntary Product Safety Recall (see xmpprecall.remington.com for additional information). Both this Settlement and the Product Safety Recall entitle current owners of these firearms who have not already participated in the Product Safety Recall to have their old X-Mark Pro trigger mechanism retrofitted with a new X-*

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Mark Pro trigger. However, the Product Safety Recall does not provide for any other benefit described herein. Current owners of rifles subject to the Product Safety Recall may still participate in this settlement. Due to the ongoing Product Safety Recall, the trigger mechanism retrofit for these models is available now and you may submit your Claim Form now.

Current owners of Model 700, Seven, Sportsman 78 and 673 firearms that contain a trigger mechanism that utilizes a trigger connector are also entitled to have their trigger mechanism replaced with an X-Mark Pro trigger mechanism under the same process outlined above. *Please note: With certain limited exceptions (see the Claim Form for further details), this benefit will not be provided until the Effective Date, but you may submit your Claim Form now.*

Current owners of Model 710, 715 and 770 firearms that contain a trigger mechanism that utilizes a trigger connector are entitled to have their trigger mechanism replaced with a Model 770 connectorless trigger mechanism. Remington will remove the original trigger mechanism and retrofit the firearm with the current Model 770 connectorless trigger mechanism at no cost to you. Remington will send you pre-paid shipping tags, boxes, and written instructions on how to ship the firearm to Remington for the retrofit. You must first timely submit a Claim Form to be eligible for this benefit. *Please note: With certain limited exceptions (see the Claim Form for further details), this benefit will not be provided until after the Effective Date, but you may submit your Claim Form now.*

Please visit the Settlement Website, www.remingtonfirearmsclassactionsettlement.com, or call 1-800-876-5940 if you have any questions about these benefits.

b. Remington Voucher Codes

Owners of Model 600, 660, or XP-100 firearms are entitled to receive a voucher code in the amount of \$12.50 redeemable for Remington products at Remington's online store, (www.shopremingtoncountry.com). **Owners of Model 721, 722, or 725 firearms** are entitled to receive a voucher code in the amount of \$10.00 redeemable for Remington products at Remington's online store (www.shopremingtoncountry.com). These voucher codes are transferable, may be combined with other Remington coupons or vouchers, and do not expire. You are not required to return your firearm(s) to Remington in order to receive a voucher code, but you must first timely submit a Claim Form to be eligible for this benefit. *Please note: These benefits will not be provided until after the Effective Date, but you may submit your Claim Form now.*

Please visit the Settlement Website, www.remingtonfirearmsclassactionsettlement.com, or call 1-800-876-5940 if you have any questions about these benefits.

c. Refund for Prior Trigger Mechanism Replacement

In addition to the retrofit in (a) above, if you own or previously owned a **Model 700 or Seven firearm and you replaced your firearm's original Walker trigger mechanism at your own**

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cost with an X-Mark Pro trigger mechanism manufactured from May 1, 2006 to April 9, 2014, you may also seek a refund of the amount of money you paid for the replacement. You must first timely submit a Claim Form and include any required documentation. Refunds shall not exceed \$119, which represents the most that Remington has ever charged for an X-Mark Pro installation in Model 700 or Model Seven rifles originally containing a Walker trigger mechanism. Refunds will be batch mailed four times per year. *Please note: These benefits will not be provided until after the Effective Date, but you may submit your Claim Form now.*

d. Additional Benefits

All Settlement Class Members who timely submit Claim Forms will be provided with an educational DVD regarding safe firearm handling practices.

10. Making a claim – when should I submit my claim?

You may submit your Claim Form now, but certain benefits will not be available until after the Effective Date. Please see section 9 of this Notice for details on when benefits will be available. Claim Forms must be received no later than eighteen (18) months following the Effective Date, which will be posted on the Settlement Website when it is known. You may also call 1-800-876-5940 or visit the Settlement Website for more information.

11. When is the Settlement's Effective Date?

For information about the Settlement's Effective Date, check the website, www.remingtonfirearmsclassactionsettlement.com. The Effective Date will be the date of the Court's Order giving final approval to the Settlement if there are no objections or appeals. If there are objections or appeals, the date will be later. When the date becomes known, it will be posted on the website..

12. What happens if the Settlement is not approved by the Court?

If the Settlement is not approved at the Final Approval hearing, then the Settlement will terminate and all class members and Parties will be restored to the positions in which they were before the Settlement Agreement was signed.

13. When will I receive my benefits?

You may submit your Claim Form now, but certain benefits will not be available until after the Effective Date. Please see sections 9 and 11 of this Notice for details on when benefits will be available. You may also call 1-800-876-5940 or visit the Settlement Website for additional information.

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C. REMAINING IN THE SETTLEMENT

15. What am I giving up if I stay in the Settlement Classes?

If the Settlement becomes final, Settlement Class Members who do not exclude themselves from the Settlement Classes will release Defendants from liability and will not be able to sue Defendants about the issues in the lawsuit. The Second Amended Settlement Agreement at paragraphs 26-28 describes the released claims in necessary legal terminology, so read it carefully. The Settlement Agreement is available at www.remingtonfirearmsclassactionsettlement.com. The full release section is also attached as Appendix A to this Notice. You can talk to one of the lawyers listed in Question 22 for free or you can talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

D. EXCLUDING YOURSELF FROM THE SETTLEMENT

You do not have to take part in the Settlement or be a Settlement Class Member. You can do what is called “excluding” yourself or “opting out.” If you exclude yourself, you will not receive any benefits under the Settlement and you cannot object to the Settlement. Any Court orders will not apply to you. By excluding yourself, you keep any right to file or proceed with a lawsuit against the Defendants over the legal issues in this lawsuit.

16. If I don't exclude myself, can I sue later?

Unless you exclude yourself, you give up the right to sue Defendants for the issues resolved by this Settlement. If the Settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against Defendants about the issues in the lawsuit.

17. If I exclude myself, can I get anything from this Settlement?

If you exclude yourself, you cannot get Settlement benefits and you cannot object to the Settlement. But, if you timely and properly exclude yourself, the Settlement will not prevent you from suing, continuing to sue or remaining or becoming part of a different lawsuit against Defendants in the future about the issues in the lawsuit. If you exclude yourself, you will not be bound by anything that happens in this lawsuit and you may not object to the Settlement.

18. How do I get out of the Settlement?

To exclude yourself from the Settlement, you **must** send a letter by mail saying that you want to be excluded from the Settlement in *Pollard v. Remington Arms Co., LLC, et al.*, and identify the case number (No. 4:13-cv-00086-ODS). In the letter, you **must** include your name; address; model and serial number of your firearm; telephone number; and your signature. If you have

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entered into a written or oral agreement to be represented by counsel, the letter must also be signed by the attorney who represents you. You can't ask to be excluded over the phone or at www.remingtonfirearmsclassactionsettlement.com.

You must mail your exclusion request to:

Angeion Group
Attn: Remington Claims
Suite 660, 1801 Market Street
Philadelphia, PA 19103

Your exclusion request must be received by **October 5, 2015**. Please check www.remingtonfirearmsclassactionsettlement.com regularly for updates regarding the Settlement.

E. OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the Settlement or some part of it.

19. How do I tell the Court if I don't like the Settlement?

If you are a Settlement Class Member, and you don't exclude yourself from the Settlement Classes, you can object to the Settlement if you don't like some part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views but may approve the Settlement anyway.

To object, you or your lawyer **must** send a written objection containing all of the following:

- The name and title of the lawsuit, Pollard v. Remington Arms Co., LLC, et al., Case No. 4:13-cv-00086-ODS;
- A written statement of objections clearly specifying the grounds and reasons for each objection;
- A statement of whether or not you or your lawyer will ask to appear at the Final Approval Hearing to talk about your objections, and if so, how long you will need to present your objections;
- Copies of any documents you or your lawyer will present at the Final Approval Hearing;
- Your current address, telephone number and e-mail address, and that of your attorney, if any;
- Information showing that you are a member of one or more Settlement Classes, including a list of the firearms to which your objection applies (with serial number and the model of each firearm); and
- Your signature and that of your attorney, if you have one.

You must mail your objection postmarked **no later than October 5, 2015**, to:

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Angeion Group
Attn: Remington Claims
Suite 660, 1801 Market Street
Philadelphia, PA 19103

In addition, you **must** also file the objection with the Clerk of Court (identified below), postmarked no later than **October 5, 2015**. If you retain an attorney to object to the Settlement, the attorney must file a notice of appearance and serve it on Class Counsel and Defense Counsel no later than five (5) days after objecting to the Settlement. Send your objection to:

Clerk of Court
Charles Evans Whittaker Courthouse
Attn: Clerk's Office
400 East 9th Street
Kansas City, MO 64106

20. What is the difference between objecting and excluding myself from the Settlement?

Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you. Objecting is telling the Court that you don't like something about the Settlement. You can only object if you stay in a Settlement Class.

If you are a Settlement Class Member and you do nothing, you will remain a Settlement Class Member and all of the Court's orders will apply to you, you will be eligible for the Settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue Defendants over the issues in the lawsuit.

21. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will remain a Settlement Class Member and all of the Court's orders will apply to you, you will be eligible for the Settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue Defendants over the issues in the lawsuit.

F. THE LAWYERS REPRESENTING YOU

22. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent you and other Settlement Class Members. These lawyers are:

**QUESTIONS? CALL TOLL FREE (800) 876-5940 OR VISIT
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Richard J. Arsenault
NEBLETT, BEARD & ARSENAULT
2220 Bonaventure Court
Alexandria, LA 71301

Charles E. Schaffer
LEVIN, FISHBEIN, SEDRAN & BERMAN
510 Walnut Street, Suite 500
Philadelphia, PA 19106

Eric D. Holland
HOLLAND LAW FIRM
300 N. Tucker Boulevard, Suite 801
St. Louis, MO 63101

W. Mark Lanier
LANIER LAW FIRM
6810 FM 1960 West
Houston, TX 77069

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one at your own expense.

23. How will the lawyers be paid?

The lawyers who represent the Settlement Classes will ask the Court for reimbursement of their out-of-pocket expenses and an award of attorneys' fees and costs based on their work in this litigation in an amount not to exceed \$12.5 million. The amount of attorneys' fees to be awarded will be determined solely by the Court. The amount of the award will in large part be based on the amount of time spent by the lawyers litigating this case since 2012. The Court must approve any request for fees, expenses and costs. These payments of legal fees and expenses will not reduce the value of the Settlement benefits made available to Settlement Class Members. Defendants will also separately pay the costs to provide notice of and to administer the Settlement.

24. Will the class representatives who have worked with lawyers receive any extra payment?

Yes. To compensate them for the work in this litigation, Class Counsel will ask the Court for an incentive award in the amount of \$2,500 for each class representative. These payments will not reduce the value of the Settlement benefits made available to Settlement Class Members.

G. THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to grant final approval to the Settlement. If you have filed an objection on time and attend the hearing, you may ask to speak, but you don't have to attend or speak.

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25. When and where will the Court decide whether to grant final approval of the Settlement?

The Court will hold a Final Approval Hearing on a date and time to be set, at the Charles Evans Whittaker Courthouse, 400 East 9th Street, Kansas City, Missouri 64106. Check the Settlement Website for updates on the scheduling of this hearing. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are written objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to grant final approval of the Settlement and, if so, how much to pay the lawyers representing Settlement Class Members. We do not know how long it will take the Court to render these decisions.

26. Do I have to come to the hearing?

No. Class Counsel will answer any question the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to court to talk about it as long as you filed a written objection with all of the required information on time with the Court and delivered it on time to Class Counsel and Defendants' Counsel, the Court will consider it. You may also have a lawyer attend the hearing on your behalf, but it is not required.

27. When will the Settlement be final?

The Settlement will not be final unless and until the Court grants final approval of the Settlement at or after the Fairness Hearing and after any appeals are resolved in favor of the Settlement. Please be patient and check the website identified in this Notice regularly.

H. HOW DO I GET MORE INFORMATION?

This Notice summarizes the proposed Settlement. You can get a copy of the detailed Settlement Agreement and other important information about the case at www.remingtonfirearmsclassactionsettlement.com. You may also call 1-800-876-5940, or write to:

Angeion Group
Attn: Remington Claims
Suite 660, 1801 Market Street
Philadelphia, PA 19103

You can also look at and copy the legal documents filed in the lawsuit at any time during regular office hours (9:00am–4:30pm) at the Office of the Clerk of Court, United States District Court for the Western District of Missouri, Charles Evans Whittaker Courthouse, 400 E. 9th Street, 1st Floor, Room 1510, Kansas City, MO 64106.

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APPENDIX A

Release, Fourth Amended Settlement Agreement, ¶ 93

93. As consideration for the relief provided under the Settlement Agreement, the Releasing Persons agree to release the Released Persons from any and all claims, demands, rights, damages, obligations, suits, debts, liens, contracts, agreements and causes of action of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including those unknown, both at law and in equity which were or could have been brought against Defendants, or any of them, based upon or related in any way to the trigger mechanisms in the rifle models subject to the Settlement Agreement, including but not limited to those claims asserted in the Action, whether sounding in tort, contract, breach of warranty, violation of any state or federal statute or regulation, fraud, unjust enrichment, money had and received, restitution, equitable relief, punitive or exemplary damages or any other claims whatsoever under federal law or the law of any state. Released claims also include any claim for attorneys' fees, expenses, costs, and catalyst fees under any state's law or under federal law. Released claims do not include claims for personal injury and personal property damage.

EXHIBIT C

LEGAL NOTICE OF SETTLEMENT

If you own certain Remington firearms, you may be eligible for benefits from a class action settlement.

A proposed nationwide Settlement has been preliminarily approved in a class action lawsuit involving certain Remington firearms. The class action lawsuit claims that trigger mechanisms with a component part known as a trigger connector are defectively designed and can result in accidental discharges without the trigger being pulled. The lawsuit further claims that from May 1, 2006 to April 9, 2014, the X-Mark Pro® trigger mechanism assembly process created the potential for the application of an excess amount of bonding agent, which could cause Model 700 or Seven bolt-action rifles containing such trigger mechanisms to discharge without a trigger pull under certain limited conditions. The lawsuit contends that the value and utility of these firearms have been diminished as a result of these alleged defects. Defendants deny any wrongdoing.

Who's included?

The Settlement provides benefits to:

- (1) Current owners of Remington Model 700, Seven, Sportsman 78, 673, 710, 715, 770, 600, 660, XP-100, 721, 722, and 725 firearms containing a Remington trigger mechanism that utilizes a trigger connector;
- (2) Current owners of Remington Model 700 and Model Seven rifles containing an X-Mark Pro trigger mechanism manufactured from May 1, 2006 to April 9, 2014 who did not participate in the voluntary X-Mark Pro product recall prior to April 14, 2015; and
- (3) Current and former owners of Remington Model 700 and Model Seven rifles who replaced their rifle's original Walker trigger mechanism with an X-Mark Pro trigger mechanism.

What does the Settlement provide?

Settlement Class Members may be entitled to: (1) have their trigger mechanism retrofitted with a new X-Mark Pro or other connectorless trigger mechanism at no cost to the class members; (2) receive a voucher

code for Remington products redeemable at Remington's online store; and/or (3) be refunded the money they spent to replace their Model 700 or Seven's original Walker trigger mechanism with an X-Mark Pro trigger mechanism.

How can I obtain benefits?

Submit a Claim Form. Claim Forms can be found at www.remingtonfirearmsclassactionsettlement.com or by calling 1-800-876-5940.

What are my legal rights?

Even if you do nothing you will be bound by the Court's decisions. If you want to keep your right to sue the Defendants yourself, you must exclude yourself from the Settlement Class by **October 5, 2015**. If you stay in the Settlement Class, you may object to the Settlement by **October 5, 2015**.

The Court will hold a hearing on **December 14, 2015**, to consider whether to approve the Settlement and a request for attorneys' fees of up to \$12.5 million, plus a payment of \$2,500 for each named Plaintiff. You or your own lawyer may appear at the hearing at your own expense.

**For more information or a Claim Form:
1-800-876-5940 or www.remingtonfirearmsclassactionsettlement.com**

EXHIBIT D

A Settlement has been reached in a class action lawsuit about certain Remington firearms. **You may be eligible for a trigger mechanism replacement, Remington vouchers, and/or a cash refund.**

What is the lawsuit about?

The class action lawsuit claims that trigger mechanisms with a component part known as a trigger connector are defectively designed and can result in accidental discharges without the trigger being pulled. The lawsuit further claims that from May 1, 2006 to April 9, 2014, the X-Mark Pro® trigger mechanism assembly process created the potential for the application of an excess amount of bonding agent, which could cause Model 700 or Seven rifles containing such trigger mechanisms to discharge without a trigger pull under certain limited conditions. The lawsuit contends that the value and utility of these firearms have been diminished as a result of these alleged defects. Defendants deny Plaintiffs' allegations and claim that the design of the firearms is not defective and that the value and utility of these firearms have not been diminished. The Parties agreed to resolve these matters before these issues were decided by the Court.

Who's Included? The Settlement provides benefits to:

- Current owners of Remington Model 700, Seven, Sportsman 78, 673, 710, 715, 770, 600, 660, XP-100, 721, 722, and 725 firearms containing a Remington trigger mechanism that utilizes a trigger connector;
- Current owners of Remington Model 700 and Model Seven rifles containing an X-Mark Pro trigger mechanism manufactured from May 1, 2006 to April 9, 2014 who did not participate in the voluntary X-Mark Pro product recall prior to April 14, 2015; and
- Current and former owners of Remington Model 700 and Model Seven rifles who replaced their rifle's original Walker trigger mechanism at their own cost with an X-Mark Pro trigger mechanism manufactured from May 1, 2006 to April 9, 2014.

What does the Settlement provide? Settlement Class Members may be entitled to: (1) have their trigger mechanism retrofitted with a new X-Mark Pro™ or other connectorless trigger mechanism at no cost to the class members; (2) receive a voucher code for Remington products redeemable at Remington's online store; and/or (3) be refunded the money they spent to replace their Model 700 or Seven's original Walker trigger mechanism with an X-Mark Pro™ trigger mechanism. Further information about the Settlement, attorneys' fees, and other detail can be found at www.remingtonfirearmsclassactionsettlement.com or by calling 1-800-876-5940.

How can I get Settlement benefits? Submit a Claim Form. Claim Forms can be found at www.remingtonfirearmsclassactionsettlement.com or by calling 1-800-876-5940.

What are my legal rights? Even if you do nothing you will be bound by the Court's decisions. If you want to keep your right to sue the Defendants yourself, you must exclude yourself from the Settlement Class(es) by **October 5, 2015**. If you stay in the Settlement Class(es), you may object to the Settlement by **October 5, 2015**. This settlement does not involve claims of personal injury or property damage.

The Court will hold a hearing on **December 14, 2015** to consider whether to approve the Settlement and a request for attorneys' fees up to \$12.5 million, plus a payment of \$2,500 for each named Plaintiff. You or your own lawyer may appear at the hearing at your own expense.

**For more information or a Claim Form: 1-800-876-5940 or
www.remingtonfirearmsclassactionsettlement.com**

EXHIBIT E

December __, 2014

Re: Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715.

Dear Attorney General:

2555 Grand Blvd.
Kansas City
Missouri 64108-2613
816.474.6550
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Pursuant to 28 U.S.C. § 1715, Remington Arms Company, LLC (“Remington”), E.I. Du Pont De Nemours & Company (“Du Pont”), and Sporting Goods Properties, Inc. (“SGPI”), hereby give notice of a proposed nationwide class action settlement in *Pollard et al. v. Remington Arms Company, LLC, et al.*, No. 4:13-cv-00086 (W.D. Mo.) (hereinafter “class action”). The class action was filed in the United States District Court for the Western District of Missouri in January 2013. The class action includes two settlement classes. Settlement Class A includes all current owners of Remington Model 700, Seven, Sportsman 78, 673, 710, 715, 770, 600, 660, XP-100, 721, 722, and 725 firearms containing a Remington trigger mechanism that utilizes a trigger connector. Settlement Class B includes all current owners of Remington Model 700 and Model Seven rifles containing an X-Mark Pro® trigger mechanism manufactured from May 1, 2006 to April 9, 2014; and all current and former owners of Remington Model 700 and Model Seven rifles who previously replaced their rifle’s original Walker trigger mechanism with an X-Mark Pro trigger mechanism manufactured from May 1, 2006 to April 9, 2014.

Plaintiffs’ Class Action Complaint, Plaintiffs’ First Amended Class Action Complaint, and the materials filed with those Complaints are included with this letter as Attachments A and B. *See* 28 U.S.C. § 1715(b)(1). The Notice of Settlement is included with this letter as Attachment C. The Joint Motion for Conditional Certification of Settlement Classes, Preliminary Approval of Class Action Settlement, Approval of Notice Plan, Appointment of Class Action Settlement Administrator, and Appointment of Lead Class Counsel (“Motion for Preliminary Approval”), which was filed with the court on December 5, 2014, is included with this letter as Attachment D. *See id.* § 1715(b)(4). The Proposed Settlement Agreement is Exhibit 1 to the Motion for Preliminary Approval. *See id.* § 1715(b)(4). The Proposed Class Notice Plan is described in the Motion for Preliminary Approval and in the Proposed Settlement Agreement; the proposed long form notice, short form notice, and direct notice are included with this letter as Attachments E, F, and G. *See id.* § 1715(b)(3).

The Court has scheduled a preliminary approval hearing for February 4, 2014. The Parties have requested a Final Hearing on July 31, 2015. *See id.* § 1715(b)(2). The court has not entered any final judgment or notice of dismissal in the class action at this time. *See id.* § 1715(b)(6). Apart from the Notice of Settlement and the Motion for Preliminary Approval, there are no settlements or other agreements contemporaneously made

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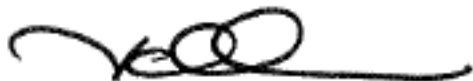
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between class counsel and counsel for Remington, Du Pont, and SGPI. *See id.* § 1715(b)(5). There are no written judicial opinions relating to class notice, opt-out rights, the proposed class action settlement, agreements between class counsel and counsel for Remington, Du Pont, and SGPI, and/or a final judgment or notice of dismissal in this class action at this time. *See id.* § 1715(b)(8).

It is not feasible to give the names of the class members who reside in each state and the estimated proportionate share of their claims. *See id.* § 1715(b)(7)(A).

Thank you for your attention to this matter.

Sincerely,



John K. Sherk
Attorney for Remington, Du Pont, and SGPI

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EXHIBIT F

REMINDER TO REMINGTON RIFLE OWNERS

A Settlement Has Been Proposed in an Economic Loss Lawsuit that Alleges Safety Defects

You may be eligible to have your firearm retrofitted or receive other benefits

Recently, a federal judge ordered the parties in an economic-loss class action to remind owners of certain Remington firearms that a settlement has been reached. The settlement involves two classes. The first class includes owners of firearms that utilize a trigger connector. The second class includes owners of firearms that utilize the X-Mark Pro trigger mechanism that is the subject of a voluntary safety recall. The settlement allows owners of Remington models 700, Seven, and related models to have their trigger replaced free of charge, among other benefits.

The settlement was entered following allegations that Remington firearms can fire without a trigger pull. Remington denies those allegations with respect to the trigger connector but is offering trigger replacements to ensure continued satisfaction for its valuable customers. With respect to X-Mark Pro trigger mechanisms, Remington has implemented a voluntary safety recall. If you own a firearm that is subject to the safety recall, stop using your firearm immediately. Safety has always been a priority for Remington.

Call 1-800-876-5940 now to learn the models involved, make your claim or find out more. Or visit www.remingtonfirearmsclassactionsettlement.com.

**For more information or a Claim Form:
1-800-876-5940 or www.remingtonfirearmsclassactionsettlement.com**