

**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](http://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	
<b>SUBMIT A CLAIM</b>	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.
<b>EXCLUDE YOURSELF</b>	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.
<b>OBJECT</b>	If you do not exclude yourself, you can write to the Court about why you don't like the proposed Settlement.
<b>GO TO A HEARING</b>	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.
<b>DO NOTHING</b>	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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[WWW.REMINGTONFIREARMSCLASSACTIONSETTLEMENT.COM](http://WWW.REMINGTONFIREARMSCLASSACTIONSETTLEMENT.COM)  
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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](http://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](http://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](http://www.remingtonfirearmsclassactionsettlement.com)

**By E-Mail:** [remington@angeiongroup.com](mailto: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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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 **November 18, 2016**. Please check [www.remingtonfirearmsclassactionsettlement.com](http://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 November 18, 2016**, to:

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[WWW.REMINGTONFIREARMSCLASSACTIONSETTLEMENT.COM](http://WWW.REMINGTONFIREARMSCLASSACTIONSETTLEMENT.COM)  
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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 **November 18, 2016**. 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:

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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 February 14, 2017 at 1:00 p.m. 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](http://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, ¶ 94**

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.