

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

THIS IS A COURT AUTHORIZED NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

NOTICE OF SETTLEMENT

**If You Own or Owned a SIG Sauer Model P320 Pistol,
You Could Receive Benefits From a Class Action Settlement.**

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

- The purpose of this notice is to inform you of a proposed settlement of the class action lawsuit captioned: *Hartley, et al. v. SIG Sauer, Inc.*, No. 4:18-cv-00267-HFS (W.D. Mo.). You are receiving this notice because SIG Sauer's records indicate that you may be entitled to claim certain benefits offered by the proposed settlement.
- The lawsuit alleges that Defendant SIG Sauer, Inc.'s P320 pistols manufactured before August 8, 2017, were defectively designed. 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 P320 pistols who have not previously experienced a Cartridge Failure Event (as defined below) or who did previously experience a Cartridge Failure Event but did not previously return their P320 pistol to Sig Sauer for repair following that Cartridge Failure Event;
 - (2) Current and former owners of P320 pistols who previously returned their pistol to SIG Sauer after a Cartridge Failure Event and were told that their pistol could not be repaired; and
 - (3) Current and former owners of P320 pistols who previously returned their pistol to SIG Sauer after a Cartridge Failure Event and were charged any amount, including shipping costs, for the pistol to be repaired and returned to them.

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

- Settlement Class Members may be entitled to receive an upgrade to the design of their pistol to include the addition of a mechanical disconnecter, as well as an exchange of the trigger, sear, and striker with thinner, lighter versions of these components. Settlement Class Members may also be entitled to receive a no-cost repair of their pistol resulting from a previous Cartridge Failure Event that has not been previously addressed, as long as the event arises out of the use of Appropriate Ammunition (as defined below). Additionally, certain Settlement Class Members who previously experienced a Cartridge Failure Event may be entitled to receive: (1) a refund of the price paid for their pistol, which will be the greater of the original

purchase price paid (with proof of purchase) or the Manufacturer’s Suggested Retail Price for the specific version at issue, *or* (2) a new P320 pistol of the same or similar version to the extent permitted by state and local law. Finally, Settlement Class Members may be entitled to receive a refund of amounts previously paid to SIG Sauer to repair a prior Cartridge Failure Event. All valid claimants will also be provided a transferable SIG Sauer Limited Lifetime Warranty against any future Cartridge Failure Event resulting from the use of Appropriate Ammunition on their P320 pistol.

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 twenty-four (24) 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 page on Sig Sauer’s Website, www.sigsauer.com/Hartley, 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 *Hartley, et al. v. SIG Sauer, Inc.*, Case No. 4:18-cv-00267-HFS (W.D. Mo.). The Defendant is SIG Sauer, 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 if/when any appeals are resolved in favor of the Settlement. Please check the Website identified in this Notice regularly for updates.

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 twenty-four (24) 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 Defendant on your own about the issues in the lawsuit. The opt-out form must be postmarked by or received by the Court before June 3, 2020 .

**QUESTIONS? CALL TOLL FREE 888-772-2335 OR VISIT WWW.SIGSAUER.COM/HARTLEY
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED**

OBJECT	If you do not exclude yourself, you can write to the Court about why you don't like the proposed Settlement. Objections must be postmarked by or received by the Court and counsel before June 3, 2020 .
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. Requests to speak must be postmarked by or received by the Court and counsel before June 3, 2020 .
DO NOTHING	You will not receive Settlement benefits that you may otherwise be eligible for and you give up the right to sue Defendant about the issues in the lawsuit.

2. What is the lawsuit about?

The class action lawsuit claims that P320 pistols manufactured before August 8, 2017, were defectively designed because the design allegedly allowed the pistol to discharge where the pistol's slide and barrel are in an unlocked condition due to the absence of a mechanical disconnect. The lawsuit further contends that the value and utility of these firearms have been diminished as a result of these alleged defects. Defendant denies these allegations and any wrongdoing.

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

What is a "Cartridge Failure Event"? "Cartridge Failure Event" means a P320 pistol that has sustained damage caused by a ruptured cartridge; the type of damage caused by a Cartridge Failure Event includes a blown-out extractor and/or cracking or other damage to the grip module.

What is "Appropriate Ammunition"? "Appropriate Ammunition" means factory-new ammunition of the correct caliber manufactured to the appropriate SAAMI or NATO specification and excluding all handloads, reloads or remanufactured ammunition.

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.

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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 Defendant from liability. The settlement does not mean that Defendant 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.

A. WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

- Category I: Current owners of P320 pistols who have not previously experienced a Cartridge Failure Event or who did previously experience a Cartridge Failure Event but did not previously return their P320 pistol to Sig Sauer for repair following that Cartridge Failure Event; and
- Category II: Current and former owners of P320 pistols who previously returned their pistol to SIG Sauer after a Cartridge Failure Event and were told that their pistol could not be repaired; and
- Category III: Current and former owners of P320 pistols who previously returned their pistol to SIG Sauer after a Cartridge Failure Event and were charged any amount, including shipping costs, for the pistol to be repaired.

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 1-888-772-2335. You can also go to www.sigsauer.com/support/p320-voluntary-upgrade for instructions and photos that can help you determine what model firearm you own and when it was manufactured.

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:

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- You exclude yourself from this Settlement;
- You are neither a citizen nor a resident of the United States or its territories;
- You are a governmental entity or a law enforcement agency;
- You are an employee, parent, subsidiary, or affiliate of the Defendant;
- You are the Judge or Magistrate Judge in the lawsuit or a member of the Judge's or Magistrate Judge's 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 1-888-772-2335. You can also go to www.sigsauer.com/support/p320-voluntary-upgrade for instructions and photos that can help you determine what model firearm you own and when it was manufactured.

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, the benefits you are eligible to receive depends on several factors. The Settlement benefits are outlined generally below, but more information can be found at the Settlement Website, www.sigsauer.com/Hartley, or by calling 1- 888-772-2335.

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 Defendant about the issues in the lawsuit.

Claim Forms are available online at www.sigsauer.com/Hartley or by calling 1- 888-772-2335. 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.sigsauer.com/Hartley
By E-Mail: hartleyagreement@sigsauer.com
By U.S. Mail: SIG SAUER Settlement Claims
 c/o Customer Service
 72 Pease Boulevard
 Newington, NH 03801

a. Category I P320 pistols

All Settlement Class Members in **Category 1** will receive a transferable SIG Sauer Limited Lifetime Warranty against any future Cartridge Failure Event resulting from the use of Appropriate

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Ammunition. Additionally, to the extent any Category 1 Settlement Class member previously experienced a Cartridge Failure Event but did not previously return their P320 pistol for repair, Sig Sauer agrees to repair the P320 pistol at no charge. In the event the P320 pistol cannot be repaired, Sig Sauer agrees to provide the class member their choice of either: (1) a refund amount that is the greater of the original purchase price of their P320 Pistol or the Manufacturer's Suggested Retail Price, *or* (2) a new P320 pistol of the same or similar version to the extent permitted by state and local law. Class members must submit proof of purchase (including receipt) if making a claim that the original purchase price is greater than the MSRP. Also, any Settlement Class Members in **Category 1** whose P320 pistols have not been upgraded (either through the as-sold design or through participation in SIG Sauer's Voluntary Upgrade Program) may elect to have their P320 pistol upgraded at no cost.

Please visit the Settlement Website, www.sigsauer.com/Hartley, or call 1- 888-772-2335 if you have any questions about these benefits.

b. Category II P320 pistols

Settlement Class Members in **Category 2** will receive their choice of either: (1) a refund of the greater amount of the original purchase price of their P320 pistol or the Manufacturer's Suggested Retail Price for their specific version, *or* (2) a new P320 pistol of the same or similar version to the extent permitted by state and local law. Class members must submit proof of purchase (including receipt) if making a claim that the original purchase price is greater than the MSRP.

Please visit the Settlement Website, www.sigsauer.com/Hartley, or call 1- 888-772-2335 if you have any questions about these benefits.

c. Category III P320 pistols

Settlement Class Members in **Category 3** will be refunded any money paid to SIG Sauer to repair their P320 pistol, including costs incurred to ship their P320 pistol. Additionally, all Settlement Class Members in Category 3 will receive a transferable SIG Sauer Limited Lifetime Warranty against any future Cartridge Failure Event resulting from the use of Appropriate Ammunition.

Please visit the Settlement Website, www.sigsauer.com/Hartley, or call 1- 888-772-2335 if you have any questions about these benefits.

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 twenty-four (24) months following the Effective Date, which will be posted on the Settlement Website when it is known. You may also call 1-888-772-2335 or visit the Settlement Website, www.sigsauer.com/Hartley, for more information.

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11. When is the Settlement's Effective Date?

For information about the Settlement's Effective Date, check the website, www.sigsauer.com/Hartley. 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 after those objections or appeals are resolved. When the date becomes known, it will be posted on the Settlement Website.

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

If the Settlement is not ultimately approved by the Court, 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 1-888-772-2335 or visit the Settlement page on Sig Sauer's website for additional information.

C. REMAINING IN THE SETTLEMENT

14. 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 Defendant from liability and will not be able to sue Defendant about the issues in the lawsuit. The Settlement Agreement at paragraphs 61-62 describes the released claims in necessary legal terminology, so read it carefully. The Settlement Agreement is available at www.sigsauer.com/Hartley. 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 Defendant over the legal issues in this lawsuit.

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

Unless you exclude yourself, you give up the right to sue Defendant 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 Defendant about the issues in the lawsuit. This settlement explicitly does not cover claims of personal injury or property damage, and by participating you are not precluded from making those types of claims against Defendant in a separate lawsuit should you wish to do so.

16. 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 Defendant 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.

17. 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 *Hartley, et al. v. SIG Sauer, Inc.*, and identify the case number (Case No. 4:18-cv-00267-HFS). In the letter, you **must** also include your name; address; model and serial number of your firearm; telephone number; and your signature. If you have 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 the Settlement Website.

You must mail your exclusion request to:

SIG SAUER Settlement Claims
c/o Legal Department
72 Pease Boulevard
Newington, NH 03801

Your exclusion request must be received by **June 3, 2020**. The deadline found in this Notice may be changed by the Court. Please check www.sigsauger.com/Hartley 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.

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18. 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, *Hartley, et al. v. SIG Sauer, Inc.* (Case No. 4:18-cv-00267-HFS);
- 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 of each firearm); and
- Your signature and that of your attorney, if you have one.

You must mail your objection postmarked **no later than June 3, 2020** to:

SIG SAUER Settlement Claims
c/o Legal Department
72 Pease Boulevard
Newington, NH 03801

In addition, you **must** also file the objection with the Clerk of Court (identified below) so that it is received **no later than June 3, 2020**. The submission of an objection allows Class Counsel or SIG Sauer's Counsel to take the deposition of the objecting Settlement Class Member pursuant to the Federal Rules of Civil Procedure at an agreed-upon time and location, and to obtain any evidence relevant to the objection. 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

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19. 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 Defendant over the issues in the lawsuit.

20. 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 Defendant over the issues in the lawsuit.

F. THE LAWYERS REPRESENTING YOU

21. 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:

Tim Dollar
DOLLAR BURNS & BECKER, L.C.
1100 Main Street, Suite 2600
Kansas City, MO 64105

Bonner Walsh
WALSH, PLLC
1561 Long Haul Road
Grangeville, ID 83530

Matthew D. Schelkopf
SAUDER SCHELKOPF
1109 Lancaster Ave.
Berwyn, PA 19312

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.

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22. 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 \$850,000. The amount of attorneys' fees to be awarded will be determined solely by the Court. 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. Defendant will also separately pay the costs to provide notice to the Settlement Classes.

23. 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 a service award in the amount of either \$2,800 for Plaintiffs David Hartley and Timothy Delisle, and \$1,400 for Plaintiff David Porter, for a total of \$7,000. 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.

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

The Court will hold a Final Approval Hearing at **10:00 a.m. on June 25, 2020** at the Charles Evans Whittaker Courthouse, 400 East 9th Street, Kansas City, Missouri 64106. 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.

25. 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 Defendant's Counsel, the Court will consider it. You may also have a lawyer attend the hearing on your behalf, but it is not required.

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26. 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 Settlement 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.sigsauer.com/Hartley. You may also call 1-888-772-2335, or write to:

SIG SAUER Settlement Claims
c/o Customer Service
72 Pease Boulevard
Newington, NH 03801

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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