

Warning: Some Rossi Revolvers May Fire When Dropped

Owners of .38 Special and .357 Magnum Rossi revolvers can receive benefits from a Class Action Settlement.

The Settlement offers an Enhanced Warranty, inspections, repairs, and payments to eligible claimants

A court authorized this notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit claiming that certain Rossi brand revolvers are defective in that they could unintentionally fire when dropped. The Defendants Forjas Taurus, S.A., and BrazTech International L.C. (doing business under the brand “Rossi”) issued a Warning about these safety concerns in September 2018. Rossi, however, denies all allegations of wrongdoing and liability alleged in the lawsuit, and the Court has not decided who is right. The parties have agreed to settle.
- The Settlement includes owners of Rossi brand .38 Special and .357 Revolver models R35102, R35202, R85104, R97206, R97104, R46202 and R46102—made between January 1, 2005, and December 31, 2017, (called the “Class Revolvers”). Anyone who receives this Class Notice (including distributors and dealers), if you have sold or otherwise transferred a Class Revolver to someone else, please forward this Class Notice to the current owner.
- The Settlement establishes an “Enhanced Warranty” allowing current or future owners to send in their Class Revolvers for inspection, repair if necessary, certification, and cleaning, all free of charge (including shipping, labor, and parts). Additionally, each Settlement Class Member who takes advantage of the Enhanced Warranty and files a valid claim will receive a \$50 cash “Inconvenience Payment.” The Settlement does not include claims for personal injury.

Your legal rights are affected even if you do nothing. Read this Class Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Take Advantage of the Enhanced Warranty	Send in your Class Revolver for inspection, repair if necessary, certification, and cleaning, all free of charge (including shipping, labor, and parts).
Submit a Claim	The only way to get an Inconvenience Payment.
Ask to be Excluded	Receive no payment. The only option that allows you to sue the Defendants on your own over the claims resolved by this Settlement.
Object	Write to the Court about why you do not like the Settlement.
Do Nothing	Receive no payment and do not get your Class Revolver inspected and/or repaired. Give up rights to bring another lawsuit against the Defendants over the claims resolved in this Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to grant a Final Approval Order of the Settlement. Payments will only be made after the Court grants a Final Approval Order of the Settlement and after any appeals are resolved.

Questions? Call 1-888-724-0242 or visit www.RossiRevolverSettlement.com

BASIC INFORMATION

1. Why was this Class Notice issued?

The Court authorized this Class Notice because you have a right to know about the proposed Settlement in this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the Settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the Settlement.

Judge Edwin G. Torres of the United States District Court for the Southern District of Florida is overseeing this case. The case is known as *Burrow, et al. v. Forjas Taurus S.A., et al.*, Case No. 1:16-cv-21606-EGT. The persons who sued are called the Plaintiffs. Forjas Taurus, S.A., and BrazTech International L.C. are called the “Defendants” or “Rossi.”

2. What is this lawsuit about?

The lawsuit claims that certain Rossi brand revolvers are defective in that they may accidentally fire when dropped. The lawsuit seeks damages, injunctive relief, and other relief against Defendants in connection with alleged defects in the design and manufacturing of the Class Revolvers (as defined below). Plaintiffs sought damages and equitable relief in this case on behalf of themselves and members of a proposed class, premised on alleged economic losses, and did not seek to recover for any member of the proposed class any relief in respect of personal-injury or property-damage claims.

Defendants vigorously deny that Plaintiffs can prove the claims asserted in the lawsuit and therefore deny all allegations of wrongdoing and liability alleged in the lawsuit or otherwise. Defendants also deny the Class Revolvers have the alleged defects and dispute the appropriateness of certifying the proposed class Plaintiffs sought to represent.

The Court has not decided who is right, but the Plaintiffs and the Defendants have agreed to settle.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of all people who have similar claims. All of these people together are the “Class” or “Class Members.” In this case, the Class Representatives are William Burrow, Oma Louise Burrow, and Ernest D. Bedwell. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will get compensation. The Class Representatives and their attorneys believe the Settlement is fair, reasonable, and adequate and, thus, best for the Class and its members. The Settlement does not mean that the Defendants did anything wrong.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

The Class includes all individuals in the United States, including its territories and possessions, who owned one or more Class Revolver(s) on **March 15, 2019**.

Excluded from the Settlement Class are (w) all state, local, or federal bodies or agencies, etc., or persons in an official capacity; (x) the District Judge and Magistrate Judge to whom the Action is assigned, and any appellate judge assigned to any appeal in the Action, together with any member of their staffs and immediate families; (y) any Successful Opt-Out, and (z) any other person who has been recognized by Order of the Court as excluded from the Settlement Class for any reason.

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6. What are the “Class Revolvers?”

“Class Revolvers” means Rossi brand revolvers of the following models—R35102, R35202, R85104, R97206, R97104, R46202, R46102—manufactured by Forjas Taurus during the Class Period, as indicated by the serial number stamped on the frame of the revolvers beginning with the letters Y, Z, A, B, C, D, E, F, G, H, I, J, or K.

7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, visit www.RossiRevolverSettlement.com or call 1-888-724-0242. You may also write with questions to Rossi Settlement Administrator, P.O. Box 3230, Portland, OR 97208-3230.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

The Settlement provides the following:

- The Early Warning Program providing advanced notice of the potential existence of the safety issue with the Class Revolvers;
- The Enhanced Warranty, including inspection and, if needed, repair, certification, and cleaning of a Class Revolver (with related shipping costs paid by the Defendants); and
- The Inconvenience Payment, provided the Settlement Class Member files a valid Claim Form.

9. What is the Early Warning Program?

Early Warning Program. On September 17, 2018, Rossi launched the Early Warning Program designed and intended to make current and future owners of Class Revolvers aware of the potential dangers and to inform them that the Class Revolvers should not be used or carried until they have been inspected and/or repaired. The Early Warning Program appeared in print and online media, and directed owners of the Class Revolvers to visit www.RossiSafetyNotice.com or call a toll-free number for detailed information on how to arrange for their revolver to be inspected and serviced.

Any Settlement Class Member who submitted a Class Revolver for service to the Defendants in response to the Early Warning Program is entitled to the same Settlement Benefits as all other Settlement Class Members and is entitled to file a claim for an Inconvenience Payment.

10. What is the Enhanced Warranty?

Enhanced Warranty. The Settlement extends an Enhanced Warranty to all owners of Class Revolvers over and above the existing warranty available to owners of Rossi revolvers manufactured by Forjas Taurus.

The terms of the Enhanced Warranty are as follows:

- Owners of a Class Revolver will be allowed to submit a Class Revolver once to Braztech (as warranty service provider in the United States for the Defendants) for an inspection to determine whether the Class Revolver can be serviced or repaired to eliminate the alleged defects;
- Based on Braztech’s inspection, parts will be replaced or repaired as necessary;
- If a Class Revolver is then deemed safe, Braztech will certify and clean the Class Revolver and, then return it to its owner.
- If a Class Revolver cannot be made safe through repair and must be replaced, Braztech will provide a replacement Taurus-brand revolver of similar caliber and barrel length.

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- As part of this Enhanced Warranty, Defendants will pay all reasonable and customary costs associated with the Enhanced Warranty Service, including the cost of shipping to and from Braztech by its preferred shipping carrier under contract with Braztech for the one-time special inspection, as well as the cost of any parts needed for any necessary repairs and labor. If a replacement Taurus-brand revolver is provided, Defendants will pay all reasonable and customary costs of shipping for delivery.
- The benefit of this Enhanced Warranty will be available one time per Class Revolver as identified by serial number. An owner of multiple Class Revolvers may enjoy the benefits of this Enhanced Warranty once for each Class Revolver he, she, or they own.
- This Enhanced Warranty is NOT limited in duration to the Claim Period, in that an owner may submit a Class Revolver for the Enhanced Warranty Service at any time, regardless of whether the Class Revolver exhibits any signs of defect. Owners of Class Revolvers may also submit their revolvers for this Enhanced Warranty in conjunction with another service request under the existing warranty or otherwise. Owners of Class Revolvers who may acquire them after the Opt-Out and Objection Deadline may still enjoy the benefits of this Enhanced Warranty, even though such owners may not be Settlement Class Members themselves, as long as no prior owner has received the Enhanced Warranty Service for that Class Revolver.

11. What is the Inconvenience Payment?

Inconvenience Payment. The “Inconvenience Payment” means cash compensation in the amount of \$50.00 per Class Revolver owned by a Settlement Class Member. In order to qualify for an Inconvenience Payment, you must file a valid Claim Form and send in your Class Revolver for inspection and/or repair under the Enhanced Warranty.

More details are provided in the Settlement Agreement, which is available at www.RossiRevolverSettlement.com.

HOW TO GET BENEFITS

12. How do I get benefits?

If you are a Settlement Class Member, you must submit a valid claim to receive an Inconvenience Payment. The claim period will run for one year after the Settlement becomes final and effective, and the Claims Deadline will be posted on the website when the Claim Period begins. There is no deadline to participate in the Enhanced Warranty. In order to be eligible to receive an Inconvenience Payment, you must also have sent in your Class Revolver for inspection and repair under the Enhanced Warranty. You can file your Claim Form online at www.RossiRevolverSettlement.com, or you can print out a Claim Form from the website or get one by calling the toll-free number below and mail your claim to the Claims Administrator. If mailed, your Claim Form must be postmarked no later than the Claim Deadline to:

Rossi Revolver Settlement Claims
P.O. Box 3230
Portland, OR 97208-3230

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue the Defendants about issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the Settlement Class.

13. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case. This means that if you opt-out, you will not be entitled to claim an Inconvenience Payment or submit your Class Revolver for the Enhanced Warranty service. Any existing warranty applicable to the Class Revolver would not be affected.

Questions? Call 1-888-724-0242 or visit www.RossiRevolverSettlement.com

14. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

15. How do I exclude myself from the Settlement?

You can request exclusion from (opt out of) the Settlement by submitting a “Notice of Opt-Out” to the Claims Administrator at the www.RossiRevolverSettlement.com website or by mailing it to:

Rossi Revolver Settlement Exclusions
P.O. Box 3230
Portland, OR 97208-3230

Your Notice of Opt-Out must be submitted online by midnight PST on **July 15, 2019**, or if mailed, postmarked by **July 15, 2019**.

Your Notice of Opt-Out must:

1. be signed by you or by your authorized representative, or submitted electronically with a confirmation of the same;
2. include your full name, address, and telephone number;
3. include the Serial Number of the Class Revolver(s) you own; and
4. include substantially the following statement: “I request to be excluded from the Settlement in *Burrow v. Forjas Taurus*.”

No request for exclusion will be valid unless all of the information described above is included. No potential Settlement Class Member, and no person acting on behalf of or in concert or participation with that potential Settlement Class Member, may exclude any other potential Settlement Class Member from the Settlement Class, and no person shall be deemed to have opted out of the Settlement Class through any purported “mass” or “class” opt outs.

16. What am I giving up if I remain in the Settlement?

If the Settlement becomes final, you will give up your right to sue the Defendants for the claims being resolved by this Settlement. The specific claims you are giving up against the Defendants are described in Section III(M) of the Settlement Agreement. You will be “releasing” the Defendants and all related people or entities as described in Section II(A)(37) of the Settlement Agreement. The Settlement Agreement is available at www.RossiRevolverSettlement.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the law firms listed in Question 19 for free, or you can, of course, talk to your own lawyer if you have questions about what this means.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as “Class Counsel:” Brian W. Warwick, Janet R. Varnell and David K. Lietz of Varnell & Warwick, PA; Brannon J. Buck of Badham & Buck, LLC; Gregory A. Brockwell of Brockwell Smith, LLC; Andrew F. Knopf of Paul, Knopf, Bigger; Chris Bataille of Flanigan & Bataille; and Vincent Swiney of Swiney & Bellenger, LLC. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

Questions? Call 1-888-724-0242 or visit www.RossiRevolverSettlement.com

18. How will the lawyers be paid?

Class Counsel will request the Court's approval of an award for attorneys' fees of up to \$5,553,000.00, inclusive of reasonable costs and expenses. Class Counsel will also request approval of an incentive award of \$7,500 for the Class Representatives. Any amount that the Court awards for attorneys' fees, costs, expenses, and an incentive award will be paid separately by the Defendants and will not reduce the amount of payments or other benefits to Class Members who submit valid claims.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

19. How do I tell the Court that I do not like the Settlement?

Any Settlement Class Member who has not opted out of the Settlement may object to the proposed settlement and/or to the application of Class Counsel for an award of attorneys' fees and costs, and/or the incentive awards to the Named Plaintiffs.

In order to object, you must file with the Court, and provide a copy to Class Counsel and Defendants' Counsel, a document that:

1. includes your name, address, telephone number, and, if available, your email address, and if represented by counsel, the name, address, telephone number, and email of your counsel;
2. states all objections to the Settlement Agreement specifically and in writing;
3. states whether you intend to appear at the Final Approval Hearing, either with or without counsel;
4. includes a statement that you are a member of the Settlement Class, including the serial number for your Class Revolver(s);
5. includes a detailed list of any and all previous objections submitted by you, or your counsel, in any class actions submitted in any court, whether state or federal, in the United States in the previous ten (10) years. If you or your counsel have not objected to any other class action settlement in any court in the United States in the previous ten (10) years, you must state so in the written materials provided in connection with your objection.

Any Settlement Class Member who fails to file and timely serve a written objection and notice of his/her intent to appear at the Final Approval Hearing will not be permitted to object to the Settlement and will be foreclosed from seeking any review of the Settlement Agreement or the terms hereof by any means, including but not limited to an appeal.

Any Settlement Class Member who submits a timely written objection must have possession and/or control of their Class Revolver and must consent to an inspection of the Class Revolver and to deposition by any Party prior to the Final Approval Hearing.

To be timely, your objection must be **filed** with the Clerk of the Court for the United States District Court for the Southern District of Florida no later than **July 15, 2019**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defendants' Counsel, postmarked no later than **July 15, 2019**:

COURT	CLASS COUNSEL	DEFENDANTS' COUNSEL
Clerk of the Court United States District Court James Lawrence King Federal Justice Building 99 N.E. Fourth Street Miami, Florida 33132	Brian W. Warwick Varnell & Warwick, P.A P.O. Box 1870 Lady Lake, FL 32158	John F. Weeks IV Smith, Gambrell & Russell, LLP Promenade, Suite 3100 1230 Peachtree St. N.E. Atlanta, Georgia 30309

Questions? Call 1-888-724-0242 or visit www.RossiRevolverSettlement.com

20. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement.

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **9:30 AM on August 27, 2019**, at the United States District Court for the Southern District of Florida located at the James Lawrence King Federal Justice Building, 99 N.E. Fourth Street, Courtroom #5, Chambers 1027, Miami, Florida 33132. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.RossiRevolverSettlement.com or call 1-888-724-0242. At this Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for an incentive award for the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

22. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 19, the Court will consider it.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in Question 19, including all the information required by items 3, 4, and 5. Your Objection must be **filed** with the Clerk of the Court for the United States District Court for the Southern District of Florida no later than **July 15, 2019**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defendants' Counsel listed in Question 19, postmarked no later than **July 15, 2019**:

IF YOU DO NOTHING

24. What happens if I do nothing?

If you do nothing, you will receive no benefits from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants about the legal issues in this case, ever again.

GETTING MORE INFORMATION

25. How do I get more information?

This Class Notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at www.RossiRevolverSettlement.com. You may also write with questions to Rossi Revolver Settlement Administrator, P.O. Box 3230, Portland, OR 97208-3230. You can also get a Claim Form at the website, or by calling the toll-free number, 1-888-724-0242.

Questions? Call 1-888-724-0242 or visit www.RossiRevolverSettlement.com