

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT**

***Jones, et al. v. Sturm, Ruger & Company, Inc. and Freestyle Software, Inc.***

**Case No. 3:22-CV-01233**

**If you were subject to the Freestyle Software, Inc. Data Incident or were previously provided Notice of the Data Incident by Sturm, Ruger & Company, Inc. that your personal information was potentially compromised in the Data Incident, you could receive benefits from a class action settlement.**

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

- You may be eligible to receive a payment from a proposed \$1,500,000 non-reversionary class action settlement (the “Settlement Fund”).
- A Settlement has been reached in a class action lawsuit against Sturm, Ruger & Company, Inc. (“Ruger”) and Freestyle Software, Inc. (“Freestyle”) (Ruger and Freestyle are collectively “Defendants”).
- The class action lawsuit concerns a data incident experienced by Freestyle starting in or around September 2020 (the “Data Incident”) that may have affected persons who used Ruger’s website [www.ShopRuger.com](http://www.ShopRuger.com) or who otherwise had personally identifiable information stolen from Freestyle’s servers. The Data Incident occurred when an unauthorized third party may have accessed and acquired Plaintiffs’ and Settlement Class Members’ full names, addresses, credit or debit card information, description of the products purchased, and/or the price and the number of items purchased (collectively referred to as “Personal Information”). Freestyle and Ruger deny any wrongdoing and deny that they have any liability, but have agreed to settle the lawsuit on a classwide basis.
- The Settlement Class means all living individuals residing in the United States who were sent a notice by Ruger that their Personal Information may have been impacted in the Data Incident or whose Personal Information was otherwise impacted and/or exfiltrated by the Data Incident. It excludes: (a) all persons who are employees, directors, officers, and agents of Defendants; (b) governmental entities; (c) the Judges assigned to the Action, members of the Judges’ immediate family, and Court staff; and (d) Settlement Class Members who submit a valid request to opt out or be excluded from the Settlement Class.
- For more information or to submit a claim, visit [www.FreestyleDataIncidentSettlement.com](http://www.FreestyleDataIncidentSettlement.com) or call 833-586-6222.
- Your legal rights are affected regardless of whether you act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM FORM</b>	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is <b>October 27, 2025</b> .
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	You will receive no payment, but you will retain any rights you currently have with respect to Defendants and the issues in this case. The deadline to exclude yourself from the Settlement is <b>September 29, 2025</b> .
<b>OBJECT TO THE SETTLEMENT</b>	Write to the Settlement Administrator explaining why you do not agree with the Settlement. The deadline to object is <b>September 29, 2025</b> .
<b>ATTEND THE FINAL APPROVAL HEARING</b>	You or your attorney may attend and speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on <b>December 4, 2025, at 10 a.m.</b>
<b>DO NOTHING</b>	You will not get any benefits from the Settlement and you will give up certain legal rights as they relate to Defendants. You will remain in the Settlement Class and be subject to the Release.

- These rights and options, and the deadlines to exercise them, are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at [www.FreestyleDataIncidentSettlement.com](http://www.FreestyleDataIncidentSettlement.com).
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

## BASIC INFORMATION

### 1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with Ruger and Freestyle. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The case is called Jones, et al. v. Sturm, Ruger & Company, Inc. and Freestyle Software, Inc., Case No. 3:22-CV-01233, currently pending in the United States District Court for the District of Connecticut.

### 2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Plaintiffs and Class Representatives Mark Jones, Michelle Gould, Dicky Warren, and Carl Jung—sue on behalf of a group of people who have similar claims. Together, this group is called a “Settlement Class” and consists of “Settlement Class Members.” The entities they sued (Ruger and Freestyle) are called the Defendants. In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class.

## THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

### 3. What is this lawsuit about?

Plaintiffs claim that Defendants failed to implement and maintain reasonable security measures to adequately protect the Personal Information in their possession and to prevent the Data Incident from occurring.

Defendants deny that they are liable for the claims made in the lawsuit and deny any allegations of wrongdoing. More information about the complaint in the lawsuit can be found on the Settlement Website at [www.FreestyleDataIncidentSettlement.com](http://www.FreestyleDataIncidentSettlement.com).

### 4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or Defendants should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will be eligible to get compensation now rather than years later, if ever. The Class Representative and attorneys for the Settlement Class Members, called Class Counsel, agree that the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by the Defendants.

## WHO'S INCLUDED IN THE SETTLEMENT?

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

The Settlement Class is defined as: “all living individuals residing in the United States who were sent a notice by Ruger that their Personal Information may have been impacted in the Data Incident or whose Personal Information was otherwise impacted and/or exfiltrated by the Data Incident.”

This Settlement Class does not include: (a) all persons who are employees, directors, officers, and agents of Defendants; (b) governmental entities; (c) the Judges assigned to the Action, members of the Judges’ immediate family, and Court staff; and (d) Settlement Class Members who submit a valid request to opt out or be excluded from the Settlement Class.

If you are not sure whether you are included in the Settlement Class, you can contact the Settlement Administrator by calling 833-586-6222, by emailing [admin@FreestyleDataIncidentSettlement.com](mailto:admin@FreestyleDataIncidentSettlement.com), or by visiting the Settlement Website located at [www.FreestyleDataIncidentSettlement.com](http://www.FreestyleDataIncidentSettlement.com).

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

Under the proposed Settlement, Defendants will pay (or cause to be paid) \$1,500,000 into a Settlement Fund. The Settlement Fund, plus interest accrued thereon, will pay notice and administration costs, Court-approved attorneys’ fees and costs, Court-approved Service Awards for Class Representatives, and certain Settlement Fund taxes and tax expenses (the “Net Settlement Fund”). The Net Settlement Fund will be used to provide eligible Settlement Class Members with payments and benefits described below.<sup>1</sup>

<sup>1</sup> If the total benefits claimed by all Settlement Class Members meets or exceeds the amount of the Net Settlement Fund, then the payments and/or benefits for your Claim may be reduced *pro rata* by the Settlement Administrator so that the aggregate cost of all payments and benefits does not exceed the amount of the Net Settlement Fund.

Settlement Class Members may file a claim for one or more of the following Settlement benefits.

**Compensation for Out-of-Pocket Losses:** If you incurred financial losses that are fairly traceable to the Data Incident, you may be eligible to receive reimbursement for those losses. A claim for reimbursement may include, but is not limited to, the following, provided the expenses were incurred primarily as a result of the Data Incident: unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Claims for monetary losses are subject to a \$4,500 aggregate individual cap.

**Compensation for Lost Time:** Settlement Class Members with time spent remedying issues related to the Data Incident can submit a claim for reimbursement of \$25 per hour with an attestation. Claims made for Lost Time are subject to a five-hour cap. No documentation other than an attestation shall be required for members of the Settlement Class to receive compensation for attested time spent with only an attestation demonstrating that they spent the claimed time responding to issues raised by the Data Incident. This attestation may be completed by filling in the circle next to the sentence: "I swear and affirm that I spent the amount of time noted in response to the Data Incident." Combined claims for lost time, Out-of-Pocket Losses, and Pro Rata Cash Payment are subject to a \$4,500 aggregate individual cap.

**\$50 Pro Rata Cash Payment:** All Settlement Class Members may file a claim for a pro rata cash payment. The amount of this Cash Payment will increase or decrease depending on the number of claims filed and approved and shall not exceed \$175. Combined claims for Out-of-Pocket Losses, Lost Time, and Pro Rata Cash Payments are subject to a \$4,500 aggregate individual cap.

**Confirmatory Discovery:** Freestyle has also agreed to attest that data security measures to remedy the issues that led to the Data Incident have been taken and that other business practices to help ensure information security have been implemented.

For complete details, please see the Settlement Agreement, whose terms control, available at [www.FreestyleDataIncidentSettlement.com](http://www.FreestyleDataIncidentSettlement.com).

## HOW TO GET BENEFITS

### 7. How do I make a Claim?

To qualify for a Settlement benefit, you must complete and submit a Claim Form.

Settlement Class Members who want to submit a Claim must fill out and submit a Claim Form online at [www.FreestyleDataIncidentSettlement.com](http://www.FreestyleDataIncidentSettlement.com), or by mail to the Settlement Administrator. Claim Forms are available on the Settlement Website or by calling 833-586-6222.

All Claim Forms must be submitted no later than October 27, 2025.

### 8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for December 4, 2025. If the Court finally approves the Settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will be sent payment after all appeals and other reviews, if any, are completed. Please be patient.

## THE LAWYERS REPRESENTING YOU

### 9. Do I have a lawyer in this case?

Yes, the Court has appointed Mason A. Barney of Siri & Glimstad LLP; Gary M. Klinger of Milberg Coleman Phillips Grossman PLLC; and Justin C. Walker of Markovits, Stock, & DeMarco LLC as "Class Counsel" to represent you and all Settlement Class Members. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you at your own expense if you want someone other than Class Counsel to represent you.

### 10. How will the lawyers be paid?

To date, Class Counsel has not received any payment for their services in conducting this litigation on behalf of the Settlement Class and have not been paid for their out-of-pocket expenses. Class Counsel will ask the Court for an award of attorneys' fees not to exceed one-third of the Settlement Fund (\$500,000), and reimbursement of reasonable litigation expenses which were incurred in connection with the Action not to exceed \$35,000. Such sums as may be approved by the Court will be paid from the Settlement Fund.

Class Counsel will also request a Service Award of \$3,500 for each Class Representative to be paid from the Settlement Fund.

The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any Service Awards to Plaintiffs.

Class Counsel will file their Application for Attorneys' Fees, Costs, and Service Awards with the Court, which will also be posted on the Settlement Website, at [www.FreestyleDataIncidentSettlement.com](http://www.FreestyleDataIncidentSettlement.com).

## YOUR RIGHTS AND OPTIONS

### **11. What claims do I give up by participating in this Settlement?**

If you do not exclude yourself from the Settlement, you will not be able to sue Ruger or Freestyle about the Data Incident, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included Release. This is true regardless of whether you submit a Claim Form. However, you may exclude yourself from the Settlement (see Question 14). If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims, which are described in the Settlement Agreement at [www.FreestyleDataIncidentSettlement.com](http://www.FreestyleDataIncidentSettlement.com).

### **12. What happens if I do nothing at all?**

If you do nothing, you will receive no benefits under the Settlement. You will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Question 11 above. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Ruger or Freestyle for the claims or legal issues released in this Settlement.

### **13. What happens if I ask to be excluded?**

If you exclude yourself from the Settlement, you will receive no benefits under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and Ruger or Freestyle in this class action lawsuit.

### **14. How do I ask to be excluded?**

You can ask to opt-out or be excluded from the Settlement. To do so, you must send a written notification to the Settlement Administrator stating that you want to be excluded from the Settlement in Jones, et al. v. Sturm, Ruger & Company, Inc. and Freestyle Software, Inc., Case No. 3:22-CV-01233. Your written notification must include: (1) the name of the proceeding; (2) your full name, current address, telephone number, and email address (if any); (3) your signature; and (4) the words "Request for Exclusion" or a comparable statement that you do not wish to participate in the Settlement at the top of the communication. You must mail your exclusion request, postmarked no later than September 29, 2025, to the following address:

P.O. Box 301134  
Los Angeles, CA 90030-1134

You cannot exclude yourself by phone or email. Any individual who wants to be excluded from the Settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

### **15. If I don't exclude myself, can I sue Defendants for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Ruger and/or Freestyle for the claims or legal issues released in this Settlement, even if you do nothing.

### **16. If I exclude myself, can I get anything from this Settlement?**

No. If you exclude yourself, do not submit a Claim Form to ask for any benefits.

### **17. How do I object to the Settlement?**

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must mail a written objection to the Settlement Administrator stating that you object to the Settlement in Jones, et al. v. Sturm, Ruger & Company, Inc. and Freestyle Software, Inc., Case No. 3:22-CV-01233.

The objection must be in writing and be personally signed by you or your attorney. The written objection must include: (a) the name of the Action; (b) the objector's full name, current mailing address, telephone number, and email address (if any); (c) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (d) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (e) the identity of all counsel who represent the objector (if any), including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing; (f) the number of times which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law

firm have objected to a class action settlement within the preceding 5 years; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (i) the handwritten signature of the Settlement Class Member.

You must mail your objection to the Settlement Administrator at P.O. Box 301134, Los Angeles, CA 90030-1134, postmarked no later than September 29, 2025.

**18. What's the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself (or opting out) from the Settlement Class is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT'S FINAL APPROVAL HEARING**

**19. When and where will the Court hold a hearing on the fairness of the Settlement?**

The Court will hold the Final Approval Hearing on December 4, 2025 at 10:00 a.m. ET at the U.S. Courthouse located at 915 Lafayette Boulevard, Courtroom 2, Bridgeport, CT 06604. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the Service Awards to Plaintiffs.

The location, date and time of the Final Approval Hearing are subject to change by Court order. Any changes will be posted at the Settlement Website, [www.FreestyleDataIncidentSettlement.com](http://www.FreestyleDataIncidentSettlement.com), or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

**20. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. If your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. However, you may appear on your own behalf or pay a lawyer to attend on your behalf to assert your objection.

**21. May I speak at the hearing?**

Yes. If you do not exclude yourself from the Settlement Class, you (or your attorney) may appear and speak at the Final Approval Hearing concerning any part of the proposed Settlement.

**GETTING MORE INFORMATION**

**22. How do I get more information?**

This Notice summarizes the proposed Settlement. More details are available in the Settlement Agreement itself. A copy of the Settlement Agreement is available at [www.FreestyleDataIncidentSettlement.com](http://www.FreestyleDataIncidentSettlement.com). You may also call the Settlement Administrator with questions or to receive a Claim Form at 833-586-6222, email the Settlement Administrator at [admin@FreestyleDataIncidentSettlement.com](mailto:admin@FreestyleDataIncidentSettlement.com), or write to the Ruger and Freestyle Data Incident Settlement Administrator at P.O. Box 301134, Los Angeles, CA 90030-1134.

**PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**