

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

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

If you purchased or own certain EOTech holographic weapons sights, you could receive a refund or other benefits under a class action settlement.

*Your rights are affected by the proposed Class Action Settlement.
Please read this notice carefully.*

A proposed settlement has been reached in a class action lawsuit claiming that certain Holographic Weapon Sights (“HWS”) made by the EOTech division of L-3 Communications Corporation do not perform as advertised, resulting in, among other things, inaccurate shot placement. EOTech stands by its products and denies it did anything wrong. However, EOTech has settled to avoid the cost and distraction of litigation.

You are a Class Member if you own certain EOTech HWS manufactured between January 1, 2005 and November 1, 2016 and purchased for personal use before February 15, 2017 or if you previously received a refund from EOTech for a Holographic Weapon Sight. The date of manufacture can be found on the underside of the sight. A complete list of eligible sights is found in Section No. 5. Their Manufacturer’s Suggested Retail Price (“MSRP”) is available on the Settlement website at www.FosterSettlement.com.

The settlement will provide a cash payment and/or vouchers. The amount of the payment or voucher will vary; see the chart on page 3 for amounts. To be eligible for a benefit under this settlement:

- You must be a resident of the United States who is the current owner (by purchase or gift) for personal use of an EOTech Holographic Weapons Sight with one of the model numbers listed in Section No. 5.
- You must have purchased or otherwise acquired (for example by gift) a Holographic Weapons Sight for personal use **on or before February 15, 2017** and manufactured by EOTech between **January 1, 2005, and November 1, 2016**.
- If you previously received a refund from EOTech, you will automatically receive benefits under the terms of the proposed Settlement. See Section No. 7.
- If you have not previously received a refund from EOTech, you may choose to receive a settlement benefit.
- Your legal rights are affected whether you act or don’t act. You are encouraged to check the Settlement Website periodically, www.FosterSettlement.com, because it will be updated with additional information.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	Unless you previously received a refund from EOTech, filing a claim is the only way to get a payment or receive vouchers. To submit a claim, go to www.FosterSettlement.com or call 1-844-702-2787. See Section No. 10 for more information.
EXCLUDE YOURSELF	Get no payment or vouchers. This is the only option that allows you to ever be part of any other lawsuit against L-3 Communications about the legal claims in this case. The opt-out form must be postmarked by or received by the Court before May 23, 2017 .
OBJECT	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 May 23, 2017 .
GO TO A HEARING	Ask to speak in Court about your objections to, or support of, the settlement. Requests to speak must be postmarked by or received by the Court and counsel before May 23, 2017 .
DO NOTHING	Get no payment or vouchers (unless you previously received a refund from EOTech, in which case you automatically will be sent a voucher for \$22.50). Give up rights to sue L-3 Communications. This means you will still be bound by the terms of the Settlement, and give up your right to ever be a part of any other lawsuit against the Defendant about the legal claims that are being resolved by this Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. However, the actual terms of the proposed Settlement Agreement govern. To obtain a copy of the Settlement Agreement, see Section No. 28.

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BASIC INFORMATION

1. Why has the Court ordered this notice?

You may be a United States resident who is the current owner of certain HWS or you previously received a refund from EOTech for a Holographic Weapon Sight.

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. This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this lawsuit about?

The Court in charge of the case is the United States District Court for the Western District of Missouri, and the case is known as *Foster, et al. v. L-3 Communications EOTech, Inc.*, Case No. 6:15-CV-03519-BCW (along with other consolidated cases). The people who sued are called Plaintiffs, and the company they sued, L-3 Communications Corporation, is called the Defendant.

The lawsuit claims that certain of Defendant's HWS were defective and resulted in four different issues, which affected the performance of HWS under certain conditions. These four issues are "reticle dimming" from moisture incursion, movement of the reticle as the temperature changes known as "thermal drift," parallax, and distortion of the reticle in cold weather. The class action lawsuit further contends that the value and utility of these HWS have been diminished as a result of these alleged issues. Defendant denies Plaintiffs' claims asserted in the lawsuit. The parties agreed to resolve these matters before these issues were decided by the Court. The Settlement is not an admission of any wrongdoing. The complaint and other filings can be found on the website located at www.FosterSettlement.com.

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 "Class" or "Class Members" if the Court approves this procedure. Then, that Court resolves the issues for all Class Members, except for those who exclude themselves from the settlement.

4. Why is there a settlement?

The Court has not decided the case in favor of Plaintiffs or Defendant. Both sides in the lawsuit agreed to a settlement so that the Class Members can receive benefits and 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 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 Class Members. The essential terms of the Settlement are summarized in this Notice. The Settlement Agreement along with all exhibits and attachments sets forth in greater detail the rights and obligations of the parties. All of these documents can be found on the settlement website located at www.FosterSettlement.com. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits the following description is a Class Member:

All United States residents who are the current owner of EOTech HWS Models 400, 502, 511, 512, 512 CAMO, 512.XBOW, 512.LBC1, 516, 517, 518, 551, 552, 552.XR, 552.LBC1, 552.LBC2, 553, 555, 555.USMC, 556, 557, 557.4XFST, 557.4XFXD, 557.3X.FTS, 557.G23.FTS, 558, EXPS2, EXPS3, HHS I, HHS II, MPO II, MPO III, XPS2, XPS2-RF, XPS2-Z, XPS2-Z2, XPS2-300, and XPS3 that were manufactured between January 1, 2005, and November 1, 2016, and purchased on or before February 15, 2017 or who previously received a refund from EOTech for one of these HWS models.

You are not a Class Member even if you are included in the Class if:

- You exclude yourself from this Settlement;
- You are a governmental entity;
- You were provided a sight by a governmental entity for use in performing official duties for a governmental entity;
- You are a subsidiary, affiliate, officer, employee or director of the Defendant;
- You are a resident of one of the U.S. territories;
- You are the Judge in the lawsuit, a member of the Judge’s immediate family, or any member of the Court’s staff; or
- You are one of the Plaintiffs’ lawyers in this lawsuit.

6. What if I’m still not sure if I am included in the Settlement?

If you are not sure whether you are included in the Class, you may call 1-844-702-2787. You can also go to the Settlement Website for instructions and photos that can help you determine what model HWS you own and whether it is included in this class action lawsuit.

7. What if I have previously received a refund from EOTech?

If you received a refund from EOTech, you will automatically be sent a voucher toward the purchase of a new EOTech product. If you previously returned an EOTech Holographic Weapon Sight and received a refund and your information has changed, you should visit the settlement website and submit a claim with your new information.

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

All HWS manufactured by EOTech between January 1, 2005, and November 1, 2016, and purchased or otherwise acquired (such as by gift) on or before February 15, 2017 are included. The date of manufacture is found on the underside of the HWS.

THE SETTLEMENT BENEFITS—WHAT YOU GET

9. What does the Settlement provide?

If you are a Class Member, you may elect one (and only one) of the following benefits:

If you:	You may be entitled to:
Previously received a refund from EOTech	A \$22.50 voucher toward the purchase of a new EOTech product will automatically be sent to you.
Have not previously received a refund from EOTech and would like to keep your EOTech Holographic Weapon Sight	Elect a cash benefit, which may be as much as \$50 and as low as \$25 depending on how many people submit Valid Claims, or a \$100 voucher toward the purchase of a new EOTech product.
Have not previously received a refund from EOTech and want to return your Holographic Weapon Sight to EOTech	A refund of the purchase price of your Holographic Weapon Sight up to the Manufacturer's Suggested Retail Price ranging from \$299 to \$1,179, \$15.00 for shipping, and a \$22.50 EOTech product voucher.

HOW YOU GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

If you are a Class Member who has not previously received a refund from EOTech, what you are eligible to receive depends on what benefits you choose. Class Members who previously received a refund are automatically sent a \$22.50 voucher towards a new EOTech product. The Settlement benefits are outlined generally below, but more information can be found at the Settlement Website, www.FosterSettlement.com or by calling 1-844-702-2787.

10. How do I submit a Claim Form?

Please note that, unless you participated in the EOTech refund program, you must submit a Claim Form to receive benefits. If you do nothing and did not participate in the previous refund program, you will not receive benefits from the Settlement. If you do nothing, you will still be

considered a Class Member, but you will not be able to sue Defendant about the issues in the lawsuit. You cannot submit claim forms on behalf of other Class Members.

Claim Forms are available online at www.FosterSettlement.com, or by calling 1-844-702-2787. 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.FosterSettlement.com

By U.S. Mail: Foster, et al v. L-3 Communications EOTech, Inc.
c/o Heffler Claims Group
P.O. Box 60255
Philadelphia, PA 19102-0255

11. Do I need to submit supporting documentation?

Yes. Depending on the benefit you elect, you will need to do different things. If you elect to return your Holographic Weapon Sight, you will need to complete a short form, as well as return your sight to obtain a refund, shipping cost, and voucher. If you elect to keep your Holographic Weapon Sight, you will need to submit other documentation including the serial number to validate the cash or voucher benefit. The Claim Form explains what supporting documentation you need to provide. Please read the Claim Form instructions carefully. If you have any questions about preparing the Claim Form, call **1-844-702-2787** or visit www.FosterSettlement.com.

12. When should I submit my claim?

To qualify for a payment under the settlement, you must timely submit a fully and accurately completed Claim Form. You can download a Claim Form at www.FosterSettlement.com. Read the instructions carefully and submit the Claim Form during the Claim Period. **Claim Forms must be electronically submitted by 11:59 p.m. Eastern Time on May 23, 2017 or mailed and postmarked no later than May 23, 2017.**

If you do not submit a properly completed Claim Form by the deadline, you are waiving your rights to get any money or vouchers from the settlement.

13. When will I receive my benefit?

In general, valid claims will be paid or vouchers forwarded after the Court approves the Settlement and any appeals have been resolved. It is always uncertain whether these appeals can be resolved, and resolving them can take up to a year or more. The settlement website, www.FosterSettlement.com will keep you informed of the progress of the Settlement and when the other benefits may become **available**. **Please be patient. Do not call the Court to find out when the benefit will be paid or vouchers forwarded.**

14. What happens to any settlement checks that are not cashed?

Any Class Members to whom checks have been issued that remain uncashed after ninety (90) days shall receive a reminder postcard or email from the Settlement Administrator. Any checks that remain uncashed after one hundred and eighty (180) days shall be void.

15. Will my identity as a Class Member be kept confidential?

Certain matters involving class action settlements are public record. Objections and opt-outs will be public record, and the Parties, the Court and others may review them. Additionally, the Court and others may review claim submissions. These records from Class Members are also subject to subpoena by law enforcement, government agencies and/or other entities.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I get out of the Settlement?

If you do not want to participate in the Settlement and you want to keep all of your rights to sue Defendant about the claims being resolved in the Settlement, then you must take steps to get out of the Class Action Settlement. This is called asking to be excluded from, or sometimes called “Opting Out” of the class. By excluding yourself, you keep any right to file or proceed with a lawsuit against the Defendant over the legal issues in this lawsuit.

To exclude yourself or your Entity from (or Opt Out of) the Settlement, you **must** mail in a written request stating “I wish to be excluded from the Settlement in *Foster, et al. v. L-3 Communications EOTech, Inc.*, Case No. 6:15-CV-03519-BCW.” Your written request **must** also include your printed name, address and phone number, and must be signed by you.

You must **mail** your written request postmarked by the Exclusion Deadline to:

Foster, et al v. L-3 Communications EOTech, Inc.
c/o Heffler Claims Group
P.O. Box 60255
Philadelphia, PA 19102-0255

You cannot ask to be excluded from the Settlement on the phone, by email, or on the website. If you choose to Opt Out of the Settlement, you must Opt Out for all claims you have that are included in the Settlement. If you ask to be excluded, you will not receive any settlement benefits or payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Defendant in the future about the legal issues in this case.

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

No. If you exclude yourself from the Settlement, you will not be able to make a claim to receive any benefits under the Settlement, and you cannot object to the proposed Settlement. But, you will not lose any right you may have to sue, continue to sue, or be part of a different lawsuit against Defendant about the legal issues in this case.

18. If I do not exclude myself, can I sue later?

No. 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. You also will have agreed not to sue Defendant over the claims you have released in the Settlement.

19. What is the release?

If you remain in the Class, you release Defendant and certain related entities from liability and will not be able to sue Defendant about the Released Claims. “Released Claims” means, without limitation, any and all claims (including Unknown Claims, as defined in the Settlement Agreement), actions, demands, rights, liabilities, suits, complaints, causes of action (including, but not limited to, violation of the Magnuson-Moss Warranty Act, breach of express warranty, breach of implied warranty, unjust enrichment, and unfair and deceptive acts and practices under state laws), requests for damages, requests for injunctive relief, requests for disgorgement of monies, requests for statutory damages, requests for statutory penalties, requests for punitive or exemplary damages, requests for equitable relief of every nature and description whatsoever, and requests for attorneys’ fees, costs or other expenses, or any other matters and issues, whether known or unknown, whether suspected or unsuspected, whether contingent or non-contingent, whether asserted or that could or might have been asserted in any pleading or amended pleading by or on behalf of any Class Member against Defendant and any related entities through the date of preliminary approval. To understand the scope of the released parties, please review the Settlement Agreement’s definition of the term “Related Entities.” This release does not include claims for personal injuries.

The Settlement Agreement at paragraphs II.A.25 describes the released claims in necessary legal terminology, so read it carefully. The Settlement Agreement, including the full release Section, is available at www.FosterSettlement.com. 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.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court if I do not like the Settlement?

Only a Class Member who does not opt out can object to the Settlement. If you are a Class Member, you can object to the Settlement if you do not like all or some part of it. To object, send a letter explaining your objection to the proposed Settlement in *Foster, et al. v. L-3 Communications EOTech, Inc.*, Case No. 6:15-CV-03519-BCW to the Court with a copy to Class and Defendant's Counsel at the addresses below. Your objection letter must include: (1) the objector's full name, address, telephone number, and e-mail address; (2) documents or information required on the Claim Form and identifying the objector as a Class Member; (3) a written statement of all grounds for the objection, accompanied by any legal support for the objection; and (4) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection; (5) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation).

In the event that a Class Member objects through an attorney hired at his, her, or its own expense, the attorney will have to file a notice of appearance with the Court by the Objection Deadline **May 23, 2017** and serve a copy of the notice and the objection containing the information detailed above on Class Counsel and Defendant's Counsel by the Objection Deadline.

CLASS COUNSEL	DEFENDANT'S COUNSEL	COURT
Tim E. Dollar Attn: EOTech HWS Settlement Dollar Burns & Becker L.C. 1100 Main Street, Suite 2600 Kansas City, MO 64105	Richard C. Godfrey, P.C. J. Andrew Langan, P.C. Attn: EOTech HWS Settlement Kirkland & Ellis LLP 300 North LaSalle Street Chicago, IL 60654	Clerk of Court Charles Evans Whittaker Courthouse 400 East 9th Street Kansas City, MO 64106

Do not call the Court or any Judge's office to object to the Settlement. If you have questions, please visit www.FosterSettlement.com or call 1-844-702-2787.

21. What is the difference between objecting to the settlement and excluding myself?

Objecting is telling the Court in a public filing that you don't like something about the Settlement. You can object only if you stay in the Class. Your objection will not be a secret from the Court, Parties, or the public. If you object, you may have to give a deposition and answer discovery. 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 case no longer affects you. You can only object if you stay in the Class.

If you are a Class Member and you do nothing, you will remain a 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.

THE LAWYERS REPRESENTING YOU

22. Do I have a lawyer in this case?

Yes. These lawyers are referred to as Class Counsel:

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

Adam R. Gonnelli
THE SULTZER LAW GROUP P.C.
280 Route 35, Suite 304
Red Bank, NJ 07701

Craig Heidemann
DOUGLAS HAUN & HEIDEMANN PC
111 W Broadway St
Bolivar, MO 65613

Sharon S. Almonrode
THE MILLER LAW FIRM, P.C.
950 W University Dr., Suite 300
Rochester, MI 48307

Bonner Walsh
WALSH LLC
PO Box 7
Bly, OR 97622

Nadeem Faruqi
Faruqi & Faruqi LLP
685 Third Ave. 26th Floor
New York, NY 10016

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 Class will ask the Court for an award of attorneys' fees and reimbursement of their out-of-pocket expenses in an amount not to exceed \$10 million. So long as the Plaintiffs do not seek more than this amount the Defendant will not oppose the request. The Court may award less than these amounts. Any service award to individual plaintiffs will be paid from the attorneys' fees. The amount of the service award will be determined solely by the Court and will not exceed \$2,000.00 per Class Representative. The motion for attorney fees and expenses will be posted on the website listed below after they are filed. The Court must approve any request for fees, expenses and costs.

Any legal fees awarded by the Court will be paid separately by the Defendant and these payments of legal fees and expenses will not reduce the value of the Settlement benefits made Available to Class Members and will be paid for by Defendant. Defendant will also separately pay the costs to provide notice of and to administer the Settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend, and you may ask to speak, but you don't have to.

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

The Court will hold a Fairness Hearing at **9:00 a.m. on June 30, 2017**, (the "Fairness Hearing Date"), at the United States District Court for the Western District of Missouri, Court Room No. 7D, 400 E 9th Street, Kansas City, MO 64106. At the Fairness Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel's request for fees, costs and expenses.

If there are objections to the Settlement, the Court will consider them. After the Fairness Hearing, the Court will decide whether to approve the Settlement and how much to award to Class Counsel as fees, costs, and expenses.

The Fairness Hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check the website for updated information.

25. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions 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 at your own expense, but it is not required. Class members do not need to appear at the hearing or take any other action to indicate their approval.

26. May I speak at the Fairness Hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that you intend to appear and speak at the Fairness Hearing in "*Foster, et al. v. L-3 Communications EOTech, Inc.*, Case No. 6:15-CV-03519-BCW." Be sure to include the case name and number, your name address, telephone number, and your signature. Your letter of intent to appear and speak must be received by the Clerk of the Court, Class Counsel and Defendant's Counsel, at the three addresses in Question 20--19, no later than **May 23, 2017**. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

27. What happens if I do nothing at all?

If you previously received a refund from EOTech, you do not have to do anything to receive a \$22.50 product voucher as that will automatically be sent to you if you do not opt out and the settlement receives final approval. If you are a Class Member, but have not previously received a refund from EOTech and you do nothing, you will not get a payment from this Settlement. And, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the claims being released by the Settlement.

GETTING MORE INFORMATION

28. How do I get more information?

This Notice summarizes the proposed Settlement; the terms of the actual Settlement Agreement govern. You can get a copy of the detailed Settlement Agreement and other important information about the case at www.FosterSettlement.com. You may also call 1-844-702-2787, or write to:

Foster, et al v. L-3 Communications EOTech, Inc.
c/o Heffler Claims Group
P.O. Box 60255
Philadelphia, PA 19102-0255

You can also look at and copy the legal documents filed in the lawsuit at any time during regular office hours (9:00 am–4:30 pm) 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.

PLEASE DO NOT CALL THE COURT OR THE CLERK OF THE COURT FOR ADDITIONAL INFORMATION ABOUT THE SETTLEMENT.