

ANDREW HECHT-NIELSEN, an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

LIFETIME PRODUCTS, INC., a Utah
corporation, and THE SPORTS AUTHORITY,
INC., a Delaware corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO. 37-2011-00089380-CU-BT-CTL

CLASS ACTION

**NOTICE OF PROPOSED
SETTLEMENT OF CLASS ACTION
CASE**

RELATED CASE NO. 37-2012-00087934-
CU-BT-CTL

Dept.: C-66
Judge: Hon. Joel M. Pressman

SAMAN AFROUZANIA, an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

LIFETIME PRODUCTS, INC., a Utah
corporation; and THE SPORTS AUTHORITY,
INC., a Delaware corporation; and DOES 1
through 100, inclusive,

Defendants.

**IF YOU PURCHASED A LIFETIME PRODUCTS, INC. BASKETBALL PRODUCT THAT
WAS LABELED AS "MADE IN USA" FROM APRIL 11, 2007 TO DECEMBER 31, 2012,
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON'T ACT.
PLEASE READ THIS NOTICE CAREFULLY.**

1. **Introduction** - This Notice of Proposed Class Action ("Notice") concerns a proposed settlement (the "Proposed Settlement") of two consolidated lawsuits (the "Action") against Lifetime Products, Inc. ("Lifetime") and The Sports Authority, Inc. based on the claim that these defendants misrepresented the country of origin of various Lifetime basketball products (from April 11, 2007 to December 31, 2012) by claiming that the product was "**Made in USA**" when it contained Chinese made component parts. The Action is currently pending in Superior Court of the State of California for the County of San Diego (the "Court"). The Court

has certified the Action to proceed as a class action on behalf of the class described below. The details of the Proposed Settlement are set forth below.

2. **Court Approval** - This Notice was court approved in its entirety by the Agreement of Settlement on file with the Court.

3. **Purpose of Notice** - This Notice is intended (1) to inform you of the Proposed Settlement of the Action, (2) to describe the Proposed Settlement, and (3) to advise you of your rights and your options with respect to the Proposed Settlement.

4. **Description of the Action** - This Action alleges that Defendants violated California law by improperly labeling and selling Lifetime Products, Inc. basketball products as “Made in USA” when doing so was prohibited by statute.

5. **Defendants’ Denials** – Defendants deny the allegations of the operative complaints and have asserted a number of defenses to the claims.

6. **Definition of the Class** - The Settlement Class is defined as all persons who purchased a Lifetime basketball product, as detailed in the attachment hereto, with the unqualified designation “MADE IN USA” or “MADE IN THE USA” in California, during the Class Period for non-commercial use.

7. **The Proposed Settlement** - The parties have reached a Proposed Settlement of this Action, which the attorneys for the Settlement Class believe is fair, reasonable, adequate and in the best interest of the members of the Settlement Class (“Class Member(s)”). Defendants agreed to the Settlement Proposal, without admitting liability, to avoid the costs and other burdens of continued litigation. The Proposed Settlement provides the following:

a. **Restitution** to every Class Member who does not opt out of the Settlement and returns a valid Claim Form. Restitution will consist of one of the following, as indicated by each Class Member on the Claim Form he or she submits to be paid by Lifetime Products, Inc.: payments (only one applies):

i. Lifetime Product Purchased for \$1-\$200 During Class Period: either (1) a gift card for \$12.50 redeemable at lifetime.com, or (2) an outdoor basketball model No. 1069263 (\$17.50 retail value and Lifetime bears cost of shipping and handling of same).

ii. Lifetime Product Purchased for \$201 and above During Class Period: either (1) a gift card for \$30.00 redeemable at lifetime.com, or (2) a composite leather basketball model No 1052936 (\$29.99) (Lifetime to bear the cost of shipping and handling).

(ii) A permanent **injunction** against Lifetime Products, Inc.; and

- (iii) **Annual cy pres contributions totaling \$325,000.00** to be paid to various charities over the course of five years.

Lifetime Products, Inc. also agrees to (1) pay a class representative enhancement fee (to the extent awarded by the Court) to class representative Andrew Hecht-Nielsen in an amount not to exceed \$7,500.00 and to the class representative Saman Afrouznia in an amount not to exceed \$4,500.00, and (2) pay Class Counsel's attorneys' fees and costs (to the extent awarded by the Court) in an amount to be determined by the Court. Defendants agreed not to oppose the request for a class representative enhancement award for the two named plaintiffs as long as the requested amounts do not exceed the figures referenced above. Defendants, however, will oppose Class Counsel's request for attorneys' fees and costs. **Class Counsel estimates the range of recovery for an award of attorneys' fees and costs to be between \$1 - \$750,000.00.** Plaintiff will file a motion for recovery of attorneys' fees and costs and award of class representative enhancement fee with the Court at the appropriate time. This issue shall be determined solely by the Court by way of a written motion.

8. **Releases** - In return for the Settlement described above, Class Members who do not request exclusion from the class agree to release (give up) all claims against Defendants, their predecessors, heirs, representatives, assigns, agents, distributors, customers, retailers, or employees, past and present, arising out of (i) conduct by Defendants related to the manufacturing, labeling, distribution, and sale of Lifetime Products, Inc. basketball products with a "Made in USA" designation, (ii) any violation or alleged violation of California Business & Professions Code § 17533.7 relating to same, and/or (iii) any violation or alleged violation of any other statute, including but not limited to California and federal law, predicated on (i) or (ii).

9. **How to Make a Claim** - Only Class Members who mail a Claim Form to the address listed below no later than **April 8, 2014** will be eligible to participate in the settlement. Claim Forms postmarked after **April 8, 2014** will not be considered. If you received this Notice in the mail, a Claim Form is enclosed. If you received this Notice in any other way or do not have a Claim Form, you may go to www.thelifetimesettlement.com to obtain a copy of the Claim Form. Once completed, mail the Claim Form to:

Lifetime Products, Inc. *et al.*, Class Action
c/o Tilghman & Co.
Attn: Steve Tilghman
P.O. Box 11487
Birmingham, AL 35202-1487

Approved claims will be honored after the Settlement Effective Date and processing of all Claims Forms.

10. **Request for Exclusion from the Class** - Under California law, if you are a Class Member, you have the right to be excluded from the class. If you wish to be excluded from the class, you must mail a letter so that it is postmarked no later than **February 21, 2014** to counsel for Plaintiff and the Class and Counsel for Defendants at the addresses listed in paragraph 12 below. The letter must clearly state your full name, current mailing address, phone number, and signature and include the following statement: "I want to be excluded from the plaintiff class in *Hecht-Nielsen v. Lifetime Products, Inc. et al.*, Case No. 37-2011-0089380-CU-BT-CTL."

The request for exclusion must be submitted in your own name and signed by you personally; no individual may request that other persons be excluded from the class. Do not send a letter requesting exclusion if you wish to remain a Class Member or file a claim for monetary payment under the settlement. **If you exclude yourself from the class, you will not be entitled to share in any benefits that the class may obtain.** If you do not exclude yourself, you will not be able to file a separate claim against Defendants based on the events, circumstances and/or practices alleged in the Action.

11. **Objection** - If you do not request exclusion, you may still object to the Proposed Settlement. You may also move to appear in the Action.

If you wish to object, it is suggested that you file a written objection with the Court. The objection should include: (1) your complete name and current residence and business address (giving the address of any lawyer who represents you is not sufficient); (2) a statement that you fall within the definition of the class, including the approximate date you purchased the Lifetime Products, Inc. basketball products and the approximate date of such purchase; and (3) each ground for comment or objection and any supporting papers you wish the Court to consider (*i.e.*, a mere statement that “I object” is insufficient).

You or your personal attorney may attend the settlement hearing and state your support or objection orally, but you are not required to do so. If you intend to attend the hearing and orally state your opinion, your written objection should state **“I intend to appear at the hearing.”** Class Members, or their attorneys, may also attend the Final Approval Hearing and assert their objections (if any) with the Court. Written objection (to the extent filed) must be filed with the Court and mailed to Class Counsel no later than **February 21, 2014** at the following addresses:

Superior Court of California, County of San Diego
Dept. 66
330 W. Broadway
San Diego, CA 92101

Counsel for Plaintiff and the Class
John H. Donboli
DEL MAR LAW GROUP, LLP
2002 Jimmy Durante Blvd., Suite 101
Del Mar, CA 92014
Tel: 858-793-6244

Counsel for Defendants:
Alexis Gutierrez
HIGGS FLETCHER & MACK
401 West A Street, Suite 2600
San Diego, CA 92100
Tel: -619-236-1151

If you wish to submit a brief to the Court in support of any objection, such brief must be filed with the Court, and served by mail on counsel for the plaintiff class and counsel for Defendants, at the addresses listed above no later than **February 21, 2014**

12. **Hearing On Proposed Settlement** - The Court will hold a Final Approval Hearing to consider: (a) whether the Proposed Settlement summarized above is fair, reasonable, adequate, and in the best interests of the plaintiff class, and (b) whether Plaintiff and his attorneys have fully, fairly and adequately represented the plaintiff class in the action and in negotiating the Proposed Settlement. The Final Approval Hearing is presently scheduled for **April 11, 2014 at 10:30 a.m.** in Department 66 of the Superior Court of California for the

County of San Diego, Hall of Justice, 330 W. Broadway, San Diego CA 92101. The time and date of the approval may be changed by the court order without further notice to the class.

13. **Hearing On Class Counsel Fees and Class Representative Enhancement Fee -** The Court will/may also hold a hearing on **April 11, 2014 at 10:30 a.m.** to consider whether to award attorneys' fees and costs to Class Counsel and whether to award a class representative enhancement fee to both named plaintiffs (Andrew Hecht-Nielsen and Saman Afrouznia). The motion shall be heard in Department 66 of the Superior Court of California for the County of San Diego, Hall of Justice, 330 W. Broadway, San Diego CA 92101. The time and date of the hearing may be changed by the Court without further notice to the class. At the above-referenced court hearing, Plaintiff shall request that the Court grant: (i) a class representative enhancement fee to plaintiffs Andrew Hecht-Nielsen and Saman Afrouznia; (ii) Class Counsel's attorneys' fees and reimbursement of expenses. The payment of attorneys' fees, reimbursement of actual expenses, and an award of a class representative enhancement fee (if any) will be paid by Lifetime Products, Inc. in addition to the recovery to the Settlement Class.

Any party, including Class Members, who wish to file an objection and/or oppose **Plaintiff's motion for Class Counsel fees and/or the class representative enhancement fee are encouraged to do so in writing and must do so by February 21, 2014** by filing with the Court and serving his or her objections as set forth above. In addition, if a Class Member wishes to submit to the Court any brief in support of his or her objections, he or she must file the brief with the Court and serve it on both Class Counsel and counsel for Defendants prior to **February 21, 2014**.

14. **Accessing Court Documents -** The filed documents and orders in this case may be examined and copied during regular business hours at the offices of the Clerk of the Court, San Diego Superior Court, 330 West Broadway, San Diego, California, 92101. Certain documents and other information a

If you wish additional information about this Notice or the Proposed Settlement, you may examine the Court's file on the case at the address shown above or you may contact Plaintiff's attorneys in writing at the address in paragraph 12 above. **The Court has not ruled in favor of or against the Plaintiff or Defendants on the merits of any of their claims, denials, or defenses in this case.**

**PLEASE DO NOT CALL OR WRITE TO THE COURT FOR INFORMATION OR
ADVICE.**