

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between George Alea (“Alea”) and Curtis Hamburg (“Hamburg”) (collectively referred to as the “Plaintiffs”), on behalf of themselves individually and the Settlement Class defined below, on the one hand, and Wilson Sporting Goods Co. (“Wilson”), on the other hand (collectively referred to below as the “Parties”).

RECITALS

WHEREAS, on January 23, 2017, Alea filed suit against Wilson in the United States District Court for the Northern District of Illinois (the “Court”), in an action styled *George Alea, Individually and On Behalf of All Others Similarly Situated v. Wilson Sporting Goods Co. and Louisville Slugger*, Case No. 1:17-cv-00498 (hereinafter, the “Lawsuit”). The Lawsuit asserted class action claims against Wilson for: a ten-state class of consumers under the ten states’ respective state consumer protection statutes; a ten-state class of consumers for breach of state warranty law; a ten-state class of consumers under an unjust enrichment theory; a national class and Illinois-only subclass for breach of express warranty; and a national class under the Magnuson-Moss Warranty Act. Plaintiffs alleged that Wilson made certain omissions or misrepresentations about the nature of the TRU3 connection between the barrel and handle of Wilson’s Prime BBCOR Bats (as defined in the FAC and SAC), and breached its warranties related to such Prime BBCOR Bats, causing harm to Plaintiffs and the other putative Class Members. Specifically, Plaintiffs alleged that Wilson’s Prime BBCOR Bats contained a defect in the TRU3 connection, namely, independent movement between the barrel and the handle of those bats;

WHEREAS, on April 4, 2017, Alea filed his First Amended Complaint (the “FAC”) in the Lawsuit, dismissing non-entity Louisville Slugger as a party and amending certain claims;

WHEREAS, from April 14, 2017 to July 10, 2018, the Parties engaged in substantial discovery and motion practice. Wilson filed a Motion to Strike and Dismiss certain of Alea's claims in the FAC. The Court dismissed Alea's implied warranty claims under Florida law, for the ten-state class, and under the Magnusson-Moss Warranty Act, for the national class;

WHEREAS, on February 2, 2018, Plaintiffs filed a Second Amended Complaint ("SAC"), adding Hamburg as a plaintiff, and reasserting certain claims which had not been dismissed;

WHEREAS, Wilson has asserted in the Lawsuit that all of Wilson's Prime BBCOR Bats incorporate a patented TRU3 connection, and that independent movement between the barrel and the handle at the connection is intentional, beneficial (to reduce vibration) and patented, as stated in U.S. Patent No. 8,226,505 that describes the TRU3 connection technology as embodied in the Prime BBCOR Bats;

WHEREAS, as the case developed Plaintiffs asserted in the Lawsuit that certain Prime BBCOR Bats exhibited movement at the connection that exceeded the amount disclosed by Wilson, and that Wilson did not in all cases comply with its warranty on such bats;

WHEREAS, Wilson has asserted in the Lawsuit that it did provide consumers with warranty replacements on any Prime BBCOR Bats returned for reasons related to movement at the connection that exceeded the amount intended and promoted by Wilson to be beneficial to players;

WHEREAS, Plaintiffs have not yet filed a motion for class certification in the Lawsuit;

WHEREAS, in and around June and July of 2018, arm's length settlement negotiations took place between Class Counsel and counsel for Wilson, the result of which is this Settlement

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Agreement, which embodies all of the terms and conditions of the settlement between the Plaintiffs and Wilson, and which is subject to the approval of this Court;

WHEREAS, on July 23, 2018, the Court granted the Parties' Joint Motion to Stay Pending Settlement, staying the Lawsuit for thirty (30) days while the Parties prepared this Settlement Agreement;

WHEREAS, Class Counsel have concluded, after conducting substantial discovery in the Lawsuit and carefully analyzing the applicable laws relating to the claims in the Lawsuit, that it would be in the best interests of Plaintiffs and the Settlement Class to enter into this Settlement Agreement in order to avoid the uncertainties and delay of litigation, particularly the class certification, trial and appeal stages, and to assure a benefit to the entire Settlement Class;

WHEREAS, the Parties' counsel consider the settlement set forth herein to be fair, reasonable, and adequate and in the best interests of Plaintiffs and all Class Members;

WHEREAS, based upon the uncertainty and expense involved in litigation, the Parties hereto desire to settle the claims asserted in the Lawsuit, subject to Court approval, on the terms and conditions set forth below;

WHEREAS, Plaintiffs were represented in the Lawsuit by Jon Herskowitz of Baron & Herskowitz, William Anderson of Handley & Anderson PLLC, Michael Flannery, Brendan Thompson, and Charles LaDuca of Cuneo Gilbert & LaDuca, LLP, and Katrina Carroll, and Kyle Shamberg and Katlyn Mathy of Lite DePalma Greenberg, LLC (collectively "Class Counsel");¹

¹ Class Counsel warrants, represents and agrees that it is the only authorized Class Counsel representing the Plaintiffs and Settlement Class. See Section 16.

WHEREAS, Wilson reserves all jurisdictional arguments, whether general and/or specific, and specifically reserves that a settlement, if approved, shall not constitute a waiver of any jurisdictional arguments for any future matters not involving this settlement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, **IT IS HEREBY STIPULATED AND AGREED**, by and between the Plaintiffs, individually and on behalf of the Settlement Class (as that term is defined below), on the one hand, and Wilson, on the other hand, that the Lawsuit shall be compromised and settled, subject to Court approval, on the terms and conditions set forth below.

SETTLEMENT TERMS

1. Purpose.

This Settlement Agreement shall not be construed by anyone as an admission of any liability or damages of any kind by Wilson, which liability and damages are expressly denied. This Settlement Agreement shall not be offered or received in evidence in any action or proceeding in any court or other tribunal as an admission or concession of jurisdiction, liability, or wrongdoing of any nature on the part of Wilson, or an admission or concession of any damages to any consumer. This Settlement Agreement is being entered into by Wilson solely to fully and completely settle, resolve, and compromise any and all disputes within the scope of this Settlement Agreement between or among Wilson and Plaintiffs and the Settlement Class, as described more fully herein.

2. Definitions.

A. Settlement Class Definition.

Subject to Court approval and the other provisions of this Settlement Agreement, Plaintiffs and Wilson agree to certification pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure of the following Settlement Class, for purposes of settlement only:

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“All individuals in the United States who purchased a new Louisville Slugger Prime 915 BBCOR baseball bat, or a new Louisville Slugger Prime 916 BBCOR baseball bat, or a new Louisville Slugger Prime 917 BBCOR baseball bat, from retailers after April 21, 2015, excluding auction sites such as eBay.”


Persons expressly excluded from the Settlement Class are: Wilson and its employees, the judges presiding over this case, and Plaintiffs’ counsel.

B. Other Definitions.

1. “Class Members” shall be the eligible members of the Settlement Class.
2. “Prime BBCOR Bat(s)” shall mean a Class Member’s Louisville Slugger Prime 915 BBCOR baseball bat, or Louisville Slugger Prime 916 BBCOR baseball bat, or Louisville Slugger Prime 917 BBCOR baseball bat, each of which have the “TRU3”TM connection between the barrel and the handle. Provided, the following bats are expressly excluded from the definition of Prime BBCOR Bat(s): (a) bats that were purchased in used condition, (b) bats that were already replaced by Wilson and for which Wilson received a release from the consumer, (c) bats that have been subjected to abuse, misuse, and intentional damage, and (d) bats that were purchased for resale.
3. “Preliminary Approval Order” shall mean an order entered by this Court, preliminarily approving this Settlement Agreement and in substantially the same form as Exhibit F.
4. “Inspection, Replacement, or Discount Program” shall mean the program and procedures for set forth in Section 3.A and Exhibit A, established to provide relief to the Settlement Class. Exhibit A sets forth the details of the inspection program and class relief following the inspection. Exhibit B is the Claim Form for use by

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Class Members to become eligible to participate in the inspection program and class relief following inspection.

5. "Compromised Connection" shall mean excessive movement in the "TRU3"  connection area of a Prime BBCOR Bat, as detailed in the test procedures in Exhibit A. The test procedures in Exhibit A shall control the determination of a Compromised Connection under this Settlement Agreement. For disclosure and edification purposes only, the Exhibit A test procedures have been designed to approximate an on-field test under which an average adult could twist the barrel of the Prime BBCOR Bat relative to the handle, with his or her hands, and then determine if the barrel did NOT rotate back to within 1/8" (one-eighth of an inch) of its original, pre-twist position.

6. "Class Notice" shall mean the initial notice provided to the Settlement Class, in substantially the form of Exhibit C, and as detailed in Section 7 below, and shall not be later than twenty-eight (28) days after the Preliminary Approval Order.

3. Class Member Relief.

A. Inspection, Replacement, or Discount Program.

1. Inspection Right. For a period of 9 months following notice to the Class Members, Wilson will offer a program to inspect Prime BBCOR Bats for eligible Class Members, pursuant to the claims process, procedures, terms and conditions as set forth in Exhibits A and B. Wilson shall pay the costs of shipping of Prime BBCOR Bats submitted for inspection in accordance with Exhibits A and B.
2. Class Relief – in cases of determination of a Compromised Connection following inspection. If a Prime BBCOR Bat submitted by a Class Member and inspected in



accordance with Exhibit A is determined to have a Compromised Connection, then Wilson shall replace such bat, at no charge to the Class Member, with a newer 918 Prime BBCOR bat or subsequent model Prime BBCOR bat (a “Replacement Bat”). The Replacement Bat shall be covered by Wilson’s standard non-wood bat limited warranty from the date of delivery of the Replacement Bat to the Class Member. The bat submitted by the Class Member for inspection (that exhibited the Compromised Connection in accordance with Exhibit A) shall become the property of Wilson.

3. Class Relief – in cases of a determination of No Compromised Connection following inspection. If a Prime BBCOR Bat submitted by a Class Member inspected in accordance with Exhibit A is determined to not have a Compromised Connection, then Wilson shall abide by the Class Member’s election on the claim form submitted with the Prime BBCOR Bat for inspection. On the claim form, the Class Member shall elect in advance one of two options, in the event that the inspection process results in a determination that the submitted Prime BBCOR Bat does not exhibit a Compromised Connection: (a) to have Wilson return the submitted Prime BBCOR Bat back to the Class Member at Wilson’s shipping expense, or (b) to receive from Wilson a voucher for a 20% discount towards the purchase of a new Louisville Slugger BBCOR bat. In the case of an election by a Class Member for option (b), the voucher shall be transferable and shall have no expiration date, and the bat submitted by the Class Member for inspection (that did not exhibit a Compromised Connection in accordance with Exhibit A) shall become the property of Wilson.

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In the event of any conflict between the provisions in this Section 3.A and Exhibit A and its Appendix 1, the terms of Exhibit A and Appendix 1 shall control. In summary, the provisions of Exhibit A supersede any conflicting provisions in this Settlement Agreement.

B. Additional Notice Measures To Class Members

The Parties acknowledge that BBCOR bats are unique among bats in that BBCOR bats are larger, heavier bats and used by high school and college-aged boys and men and designed to a performance standard different from any other bats. Specifically, the bats are subjected to higher speed collisions, and thus are designed to a performance standard of .50 BBCOR, which is distinctly different from other performance standards (e.g. 1.15 BPF, 1.21 BPF, etc.) used in youth and senior league baseball and fast-pitch and slow-pitch softball.

In light of these facts among others, the Parties agree to the sufficiency of Wilson's revised language, as set forth in Paragraphs 17 and 18 of Plaintiffs' SAC, to appropriately and adequately inform consumers about the feature and benefit of the "TRU3" technology – the feature being the socket connection allowing for independent movement between the barrel and the handle, and the benefit to consumers being the reduction of vibration.

The Parties agree that the following language, or language conveying a similar message, accurately and effectively describes the nature of the feature and the benefit of the "TRU3" technology for baseball and softball bats: "...the TRU3 Dynamic Socket Connection allows for slight movement between the barrel and handle to further maximize barrel trampoline effect and eliminate negative vibration..." Wilson began using such language to market the Prime BBCOR Bats, and other products, prior to the date of this Settlement Agreement, on or about May 1, 2016.

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The Parties agree that the current language used on www.slugger.com also accurately and effectively describes the nature of the feature and the benefit of the “TRU3” connection technology for baseball and softball bats, and all bats covered by U.S. Patent No. 8,226,505 even if using a name for the technology other than TRU3: “TRU3™ Technology allows for independent movement between the barrel and the handle that controls vibration and provides unmatched feel on contact. TRU3™ technology creates a feel unique to each sport and player type.” Wilson began using such language to market the Prime BBCOR Bats, and other products, prior to the date of this Settlement Agreement, on or about March 1, 2017.

The Parties agree that the current language used on stickers placed on the Prime BBCOR Bats and other bats, attached hereto as Exhibit H, also accurately and effectively describes the nature of the feature and the benefit of the TRU3 connection technology for baseball and softball bats, and all bats covered by U.S. Patent No. 8,226,505 even if using a name for the technology other than TRU3. Wilson began placing such stickers on the Prime BBCOR Bats, and other products, after the filing of the Lawsuit, but prior to the date of this Settlement Agreement, on or about May of 2017.

The Parties agree that the current language used in the “Frequently Asked Questions” section of the www.slugger.com website, a copy of which is attached hereto as Exhibit I, also accurately and effectively describes the nature of the feature and the benefit of the TRU3 connection technology for baseball and softball bats, and all bats covered by U.S. Patent No. 8,226,505 even if using a name for the technology other than TRU3. Wilson published the FAQs on the website after the filing of the Lawsuit, but prior to the date of this Settlement Agreement, on or about March 1, 2017.

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Wilson does not admit any liability for failure to use, publish, or attach the above marketing, stickers, and/or information on the Prime BBCOR Bats or on other products. Wilson reserves any and all defenses regarding the adequacy of its notices, advisories and warnings to consumers that Wilson used or provided prior to the date of this Settlement Agreement. Similarly, Plaintiffs reserve any and all arguments regarding the insufficiency of same, in the event that the Effective Date of this Settlement Agreement does not occur.

C. Claims Process and Claims Period.

The process for filing claims applicable to Class Members is detailed in Exhibits A and B. The claims period for filing claims shall be 9 months following the Class Notice, as defined (the "Claims Period").

4. Release by Plaintiffs and the Settlement Class.

The Plaintiffs and the Settlement Class (except those who opt-out), on their own behalf and on behalf of their predecessors, successors, heirs, guardians, minors for whom they are guardians, estates, executors, administrators, trusts, trustees, beneficiaries, assigns, transferees, attorneys, representatives and all others with whom they are in privity ("Releasing Parties"), hereby covenant not to sue, and hereby release, acquit and forever discharge Wilson and its past, present, and future officers, directors, agents, predecessors, assignees, parents, divisions, subsidiaries, affiliates, sister corporations, insurers and reinsurers, lenders, attorneys, employees, shareholders, administrators, successors, suppliers, distributors, retailers, and any subsequent purchaser of all or substantial part of Wilson's stock or assets (collectively the "Released Parties") as follows:

A. Releasing Parties release the Released Parties from and against all claims, demands, damages, nuisance annoyance damages, obligations, controversies, suits, liabilities,

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attorneys' fees, expert fees, expenses, injunctive remedies, and causes of actions at law or equity, whether or not known now, that in any way arise from or relate to the Prime BBCOR Bats, including but not limited to any function, defect, message, statement or failure to make a statement, advertisement, promotion or other issue in any component of any Prime BBCOR Bat or related to any Prime BBCOR Bat as a whole, or any loss of money or value or the loss of the reasonable use of the Prime BBCOR Bats, and including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any other claims of any kind arising from, related to, connected with, and/or in any way involving the Lawsuit, the Prime BBCOR Bats that are, or could have been, defined, alleged or described in the Complaint, FAC, and the SAC in the Lawsuit or any amendments of the Action, including, but not limited to, the design, manufacturing, advertising, replacement, repair, testing, marketing, functionality, or sale of the Prime BBCOR Bats (the "Released Claims").

Class Members also release the Released Parties from any and all claims or causes of action that are asserted, that were at any time asserted, or that could have been asserted in this Lawsuit including, but not limited to, the Released Claims, violations of the various state consumer protection statutes, the UCC, any and all applicable warranty statutes, and any and all provisions, rights and benefits of any similar state or federal laws or the common law, excluding any claims for personal injury.

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B. Plaintiffs understand that this release includes unknown claims and that they are waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

5. Settlement Administrator.

The Parties jointly agree on and designate KCC as the Settlement Administrator for this Settlement Agreement.

The Settlement Administrator shall determine which Class Members timely and properly submit a Claim Form (Exhibit B) in order to be eligible to participate in the Inspection, Replacement, or Discount Program. If the Settlement Administrator determines from the Claim Form that the Class Member may be eligible to participate in the Inspection, Replacement, or Discount Program, the Class Member shall be informed by the Settlement Administrator to proceed with a claim in accordance with the Inspection, Replacement, or Discount Program set forth in Exhibit A.

The Settlement Administrator shall participate in the Inspection, Replacement, or Discount Program in a role specifically set forth in Exhibit A.

The Settlement Administrator shall timely and properly administer the appropriate distributions of class relief as described in Section 12 of this Settlement Agreement.

The cost of administration by the Settlement Administrator shall be paid exclusively and directly by Wilson. In the event the Court does not give final approval to this Settlement Agreement, the Settlement Administrator shall immediately cease any and all activity on this case, and will not be paid for activity taking place thereafter.

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6. CAFA Notice to the Appropriate Federal and State Officials.

Within seven (7) days after the date upon which the Court enters the Preliminary Approval Order, Wilson shall provide notice to the appropriate Federal and State officials as required by the Class Action Fairness Act. The notice to be provided is attached (without exhibits) as Exhibit E to this Settlement Agreement. The Parties agree that this notice fully complies with the provisions set forth in the Class Action Fairness Act, 28 U.S.C. § 1715 (“CAFA”) and any other applicable law.


7. Class Notice.

Pursuant to Federal Rule of Civil Procedure 23(e), all Class Members shall receive Class Notice of this Settlement Agreement, as outlined in this section, and shall be afforded the right to either opt out from or object to this Settlement Agreement.

A. Email Notice. No later than twenty eight (28) days after the date upon which the Court enters the Preliminary Approval Order, the Settlement Administrator shall cause to be delivered via email to Class Members, for whom the Parties have an email address, the following documents: (i) Notice of Proposed Class Settlement (the “Class Notice,” a copy of which is attached as Exhibit C to this Agreement); and (ii) the Claim Form (a copy of which is attached as Exhibit B to this Agreement) (collectively referred to as the “Notice Package”).

B. Mail Notice. To those Class Members for whom the Parties do not have an email address or the initial email notice bounces back as undeliverable, no later than twenty eight (28) days after the date upon which the Court enters the Preliminary Approval Order, or the date the email notice bounces back as undeliverable, the Settlement Administrator shall cause to be delivered the Notice Package via U.S. Mail to the Class Members of the Settlement Class with known mail addresses.




C. Publication Notice. No later than twenty-eight (28) days after the date upon which the Court enters the Preliminary Approval Order, the Settlement Administrator will begin  Publication Notice. Publication Notice will include an interactive website and an internet banner ad campaign established and administered by the Settlement Administrator at a website dedicated to this Settlement Agreement and claim process. The Publication Notice shall inform Class Members that they may obtain more information, including the Notice Package, by accessing the website established by the Settlement Administrator. The Publication Notice is included in Exhibit D. In addition, Wilson shall establish a website portal at www.wilson.com for administration of the Inspection, Replacement, or Discount Program that will also serve as notice of the Settlement Agreement.

D. The Parties agree that distribution of the Notice Package in the manners described above constitutes the best notice practicable under the circumstances to Class Members and complies fully with the provisions set forth in Federal Rule of Civil Procedure 23, and any and all substantive and procedural due process rights guaranteed by the United States Constitution and any other applicable law. The Parties also agree that the Notice Package sufficiently notifies the Settlement Class of the terms of the proposed Settlement Agreement, their right to object to the Settlement Agreement or to opt out of the Settlement Agreement, and the deadlines and procedures to object, opt out or submit a Claim Form (attached as Exhibit B) in connection with this Settlement Agreement. The Settlement Administrator will also provide a declaration attesting to the sufficiency of the notice program and certify that the reach of the program meets judicial guidelines for same.

E. Opt Outs and Objections. Within the Claims Period, Class Members may opt out of the Settlement Agreement or object to the Settlement Agreement by following the

directions for objections specified in the Class Notice. No later than thirty (30) days prior to the Final Fairness Hearing (as defined in Section 8 below), (the "Opt-out/Objection Deadline"), Class Members may opt out of the Settlement or object to the Settlement by following the directions for objections specified in the Class Notice. In the event that more than one hundred (100) Class Members opt-out of the Settlement Class, Wilson shall have the right, but not the obligation, to terminate this Settlement Agreement.

8. Necessary Court Approvals.

This Settlement Agreement is conditioned on: 1) the entry of an order granting preliminary approval to the Settlement Agreement substantially in the form as attached hereto as Exhibit F, and 2) the entry of an order granting final approval to this Settlement Agreement and providing for the dismissal of the Lawsuit with prejudice substantially in the form attached hereto as Exhibit G (the "Final Approval Order"), and the occurrence of the Effective Date as that term is defined in Paragraph 10 of this Settlement Agreement. The hearing at which the Court will enter the Final Approval Order ("Final Fairness Hearing") shall be no earlier than 120 days after notice is provided to the requisite state and federal officials pursuant to CAFA or 90 days after Class Notice is effectuated, whichever occurs later. Class Counsel shall submit papers in support of entry of the Final Approval Order no later than twenty (20) days prior to the Final Fairness Hearing. 

9. Event of Non-Approval.

In the event that the Court denies preliminary or final approval of this Settlement Agreement, or holds that it will not enter 1) the Preliminary Approval Order in substantially the same form as Exhibit F to this Agreement, or 2) the Final Approval Order in substantially the same form as Exhibit G to this Agreement, or if the Final Approval Order is modified in any

material respect or vacated on appeal, then the Parties shall have the option to rescind this Settlement Agreement, in which case and the Lawsuit will continue, with deadlines consistent with the status of the Lawsuit as of the date of the most recent stay in the Lawsuit.

10. Effective Date.

This Settlement Agreement shall become effective (the “Effective Date”) following the entry of the Final Approval Order, on the date that the time has expired within which to appeal the entry of the Final Approval Order without any appeal having been taken, or, if appeal is taken, the date on which such appeal shall have been fully determined (subject to no further appeal as a matter of right) by the highest court before which such appeal is sought or allowed, and such appeal shall have been resolved in such manner as to permit the consummation of the settlement effected by this Settlement Agreement in accordance with all of its terms and conditions.

11. Waiver of Appeal.

In the event that this Settlement Agreement receives final approval by the Court, the Plaintiffs, non-objecting Class Members, Class Counsel, and Wilson waive any right to appeal from any of the orders entered in the Lawsuit, including the Preliminary Approval Order and the Final Approval Order.

12. Distributions of the Class Relief, Attorneys’ Fees, and Class Representative Awards

A. Distributions of Class Relief.

1. Class Relief – in cases of determination of a Compromised Connection following inspection. Within fourteen (14) calendar days after the Effective Date, the Settlement Administrator shall cause Wilson to ship at Wilson’s expense a Replacement Bat to each Class Member who was eligible to submit and did

submit a Prime BBCOR Bat for inspection during the Claims Period in accordance with Exhibits A and B, and the inspection of such bat resulted in a determination of a Compromised Connection. Wilson may elect, but shall not be obligated, to provide such Replacement Bats to one or more Class Member(s) prior to the Effective Date, and in such cases shall furnish the Settlement Administrator with the documentation supporting any Replacement Bats delivered to such Class Member(s) prior to the Effective Date.

2. Class Relief – in cases of determination of no Compromised Connection following inspection. Within fourteen (14) calendar days after the Effective Date, the Settlement Administrator shall also cause Wilson to ship or deliver at Wilson's expense the option of class relief selected in advance, as described in Section 3.A.3 of this Settlement Agreement and on the Claim Form, to each Class Member who was eligible to submit and did submit a Prime BBCOR Bat for inspection during the Claims Period in accordance with Exhibits A and B, and the inspection of such bat resulted in a determination of no Compromised Connection. Wilson may elect, but shall not be obligated, to provide such selected class relief to one or more Class Member(s) prior to the Effective Date, and in such cases shall furnish the Settlement Administrator with the documentation supporting any class relief delivered to such Class Member(s) prior to the Effective Date.

The Settlement Administrator shall, after distribution of the appropriate class relief to eligible Class Members, file a certificate with the Court attesting that the class relief has been distributed to the Settlement Class as provided for in this Settlement Agreement.

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B. Distributions of Attorneys' Fees and Expenses.

In connection with final approval of the Settlement Agreement, Class Counsel shall petition the Court for an award of attorneys' fees, expenses and costs in an amount collectively not to exceed Five Hundred and Fifty Thousand Dollars (\$550,000). Wilson shall be responsible for payment to Class Counsel of the amount of attorney fees, costs and expenses approved by the Court, not to exceed the total amount of \$550,000. Payment shall be made by Wilson by wire transfer to an account designated by Class Counsel, fourteen (14) days after the Effective Date.

C. Distributions of Class Representative Awards.

The Plaintiffs, in consideration of their assumption and diligent performance of the duties and responsibilities as class representatives and the extensive time and effort they expended in connection with the Lawsuit, shall petition the Court for class representation awards in a total amount not to exceed Ten Thousand Dollars (\$10,000), divided into two separate payments of Five Thousand Dollars (\$5,000), one such payment to each of the two named Plaintiffs. These class representative awards are in addition to the amount of compensation the Plaintiffs are entitled to receive as Class Members, as specified below in Section 3 of this Agreement. Wilson shall be responsible for payment to the Plaintiffs of class representative awards approved by the Court, not to exceed the total amount of \$10,000. Payment shall be made by Wilson by wire transfer to an account designated by Class Counsel, fourteen (14) days after the Effective Date.

13. Choice of Law.

This Agreement shall be governed and interpreted according to the laws of the State of Illinois.

14. Representations by Class Counsel.

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Class Counsel represents that, beyond Plaintiffs Alea and Hamburg, they do not currently represent any person or entity in connection with the assertion of possible legal claims of any kind related to the Prime BBCOR Bats, to other bats with the “TRU3” connection technology, or other allegations similar to those asserted in this Lawsuit. Class Counsel further represents that they will not take any steps to solicit for the representation of others who may have claims against Wilson related to the Prime BBCOR Bats or any other Louisville Slugger bats or the claims asserted in the Lawsuit.

15. Entire Agreement.

This Settlement Agreement and exhibits referenced herewith represent the entire agreement among the Parties and there are no terms, representations, agreements, understandings or covenants, oral or otherwise, that are not incorporated into this Settlement Agreement.

16. Capacity, Authority, Indemnity, and Hold Harmless.

All Parties entering into this Settlement Agreement have the capacity and authority to do so, and no third party has any rights which could affect the validity or legality of this Settlement Agreement. Class Counsel warrants, represents and agrees that it is the only authorized Class Counsel representing the Plaintiffs in the Lawsuit, and that Class Counsel is fully authorized to execute this Settlement Agreement, and that Class Counsel has the full and sole right and power to enter into this Settlement Agreement and to collect attorney fees for the representation of Plaintiffs and the Settlement Class. Further, Class Counsel warrants and agrees jointly and severally to defend, indemnify and hold harmless Wilson and the Released Parties and to pay any and all reasonable attorneys’ fees and costs that may in the future be incurred as a result of defending against claims that any other lawyer or law firm has rights of class counsel, and/or

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rights to attorney fees or any other recovery or representation right respecting the Plaintiffs and/or any Class Member(s).

17. Destruction of Documents.

Following the Effective Date, within ten (10) days of receipt of one Party's written request, and at that requesting Party's option, the other Party(ies) will either return to the requesting Party all tangible documents and other information conveyed, distributed, or otherwise produced in any way by the requesting Party related to the Lawsuit (the "Lawsuit Documents"), including but not limited to all electronic files, documentation, notes, plans, drawings, and copies thereof, or will provide the requesting party with written certification that all Lawsuit Documents have been destroyed.

18. Terms of Agreement Negotiated.

This Settlement Agreement has been negotiated and drafted by all Parties and their representatives. The Parties to this Settlement Agreement represent and warrant that they have read and understand this Settlement Agreement and have consulted with their respective counsel concerning its legal effect. No rule of construction shall apply to this Settlement Agreement construing its provisions in favor of or against any party.

19. Execution in Counterparts.

This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. Amendment or Modification.

This Settlement Agreement may be amended or modified only by a written instrument signed by all Parties to this Settlement Agreement.

21. Originals.


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Facsimile and PDF copies of the Parties' signatures on this Settlement Agreement shall be deemed originals.

22. Incorporation of Recitals.

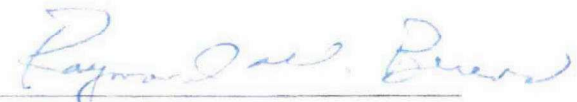
The recital provisions set forth at the beginning of this Settlement Agreement are expressly incorporated into and as terms and conditions of this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have read and understood the terms and conditions of this Settlement Agreement, agree to be bound by all of its provisions, and have executed this Settlement Agreement on the date shown by their signatures below.

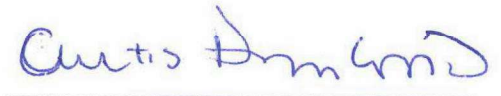


GEORGE ALEA
Dated: Nov, 14, 2018

WILSON SPORTING GOODS CO.


By: 

Authorized Representative
Dated: November 1, 2018



CURTIS HAMBURG
Dated: Nov, 19, 2018

CLASS COUNSEL FOR PLAINTIFFS AND CLASS

By: 

WILLIAM H. ANDERSON
Authorized Representative
Dated: November 20, 2018

EXHIBIT A

Inspection, Replacement, or Discount Program

Under the Settlement Agreement, the Inspection, Replacement, or Discount Program is available Class Members who have a good faith belief that their Prime 915 BBCOR Bat, Prime 916 BBCOR Bat, or Prime 917 BBCOR Bat (defined as a “Prime BBCOR Bat” in the Settlement Agreement) has a Compromised Connection in the TRU3™ connection area between the handle and the barrel of such bat.

A “Compromised Connection” shall mean excessive movement in the “TRU3” connection area of a Prime BBCOR Bat. The test procedure for determining a Compromised Connection is detailed in Appendix 1 attached to this Exhibit A (the “Inspection Procedures”). The Inspection Procedures in Appendix 1 attached to this Exhibit A shall control the determination of a Compromised Connection under this Settlement Agreement. For disclosure and edification purposes only, the Inspection Procedures have been designed to approximate an on-field test under which an average adult could twist the barrel of the Prime BBCOR Bat relative to the handle, with his or her hands, and then determine if the barrel did NOT rotate back to within 1/8” (one-eighth of an inch) of its original, pre-twist position.

This Exhibit A sets forth the processes for Class Members who believe their Prime BBCOR Bats have a Compromised Connection to file claims under the Settlement Agreement with the Settlement Administrator, and the processes for the inspection of the Prime BBCOR Bats for determination by Wilson or an Independent Inspector of whether the bat has a Compromised Connection.

All Class Members who participate in the Inspection, Replacement, or Discount Program are entitled to some Settlement Class relief; but such relief is dependent on the inspection determination and the selections made by a Class Member on his or her Claim Form. See Section

3.A of the Settlement Agreement for the different types of Settlement Class relief which depend on the determination of whether a Prime BBCOR Bat has a Compromised Connection, when inspected under the procedures of this Exhibit A.

I. CLAIM PROCESS

A. Summary of Participation Requirements.

To participate in the Inspection, Replacement, or Discount Program, a Class Member must meet the following requirements:

1. Have a good faith belief that their Prime BBCOR Bat has a Compromised Connection;
2. Be in possession of their Prime BBCOR Bat(s) in compliance with the definition in Section 2.B.2 of the Settlement Agreement;
3. Timely and properly complete, affirm, and sign under penalty of perjury the Claim Form of Exhibit B and then submit to the Settlement Administrator the Claim Form, along with a proof of purchase. Proof of purchase includes a credit card receipt, credit card statement, third party invoice, or any other documented form of evidence of purchase from a third party retailer of the bat.
4. Return their Prime BBCOR Bat to Wilson for inspection in accordance with the Inspection Procedures; and
5. Meet all the terms and conditions of the Settlement Agreement.

Note: No Claim Form shall be complete without appropriate proof of purchase, as indicated in the Claim Form.

B. Claim Form to be submitted to the Settlement Administrator.

To participate in the Inspection, Replacement, or Discount Program, a Class Member must submit a timely and properly completed Claim Form to the Settlement Administrator in accordance with the Settlement Agreement, within the Claims Period. The Claim Form shall be substantially in the form attached as Exhibit B. The Claims Period for the submission of Claim Forms to the Settlement Administrator shall be nine (9) months from the date that the Settlement

Administrator sends the Class Notice of the Settlement Agreement to the Class Members in accordance with the Settlement Agreement.

Class Members may submit their timely and properly completed Claim Forms either online or by mail, at any time during the Claims Period. The Settlement Administrator will establish an online portal (the "Settlement Website") at [www.settlementwebsite.com]). Wilson shall have a link to the Settlement Website available on www.slugger.com. The Settlement Website shall have a Claim Form that may be submitted by a Class Member electronically, along with the proof of purchase as described in the Claim Form. Class Members may also obtain a paper copy of the Claim Form by either requesting one from the Settlement Administrator or by visiting the Settlement Website and downloading and printing the Claim Form, and may then mail the completed Claim Form, along with the required proof of purchase as described in the Claim Form, to the Settlement Administrator at the address stated on the Claim Form.

C. Determination of Participation by the Settlement Administrator.

Once the Settlement Administrator receives a Claim Form, the Settlement Administrator shall make the determination as to whether a submitted Claim Form has been timely and properly completed and submitted by the Class Member, along with the proof of purchase as described in the Claim Form. The Settlement Administrator's determination on the timeliness and completeness of a Claim Form shall be final, subject to Plaintiffs' counsel's review of rejected forms for compliance with the terms of the Settlement Agreement. A Class Member whose Claim Form is accepted by the Settlement Administrator shall be allowed to participate in the Inspection, Replacement, or Discount Program and will receive some form of the Settlement Class relief. Approximately once each month, Plaintiffs' counsel shall be provided with a copy

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of each rejected Claim Form so that they may confirm that any exclusion was consistent with the terms of the Settlement Agreement.

Upon determining that a Class Member may participate in the Inspection, Replacement, or Discount Program, the Settlement Administrator shall provide that Class Member with instructions, a unique return authorization number, and a shipping label for the Class Member to send the Class Member's Prime BBCOR Bat to Wilson, at Wilson's expense, for a determination under the Inspection Procedures as to whether the Prime BBCOR Bat has a Compromised Connection. The Settlement Administrator may request that the Class Member provide to Wilson additional information, along with the Prime BBCOR Bat to be inspected, to facilitate the inspection process and the communications following such inspection. In no event, shall a Class Member be required to provide information beyond that required in the Claim Form as a prerequisite to consideration of a claim.


The Settlement Administrator's acceptance or rejection of Claim Forms shall take approximately fourteen (14) days after receipt of the Claim Form submissions from Class Members.

II. INSPECTION PROCEDURES AND DETERMINATION PROCESS

Wilson shall conduct the initial inspection of all Prime BBCOR Bats returned to Wilson from Class Members who participate in the Inspection, Replacement, or Discount Program. Wilson's inspection shall be conducted by employees or consultants who are trained and experienced in performing the Inspection Procedures.


Wilson's inspection shall occur within approximately twenty one (21) days of receipt of the Prime BBCOR Bat from a participating Class Member. Wilson's inspection shall be performed in accordance with the Inspection Procedures in Appendix 1 to this Exhibit A.

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If, in accordance with the Inspection Procedures, Wilson determines that a Prime BBCOR Bat **has** a Compromised Connection, then Wilson shall complete an "Inspection Determination Form" indicating the bat tested, Wilson's inspection determination, and Wilson's signature. Wilson shall then inform the Class Member by email or other reasonable means within approximately fifteen (15) days after the determination, the type, timing, and delivery of the Class Member's Settlement Class relief based on such determination, in accordance with the Settlement Agreement. Wilson shall retain all of Wilson's Inspection Determination Forms until the claims period is closed and all benefits have been distributed to eligible Class Members. 

If, in accordance with the Inspection Procedures, Wilson determines that a Prime BBCOR Bat **does not have** a Compromised Connection, then Wilson shall document its findings on the Inspection Determination Form for that Prime BBCOR Bat, sign the form, and store the bat in a designated area. Approximately once each month, the Independent Inspector shall travel to Wilson's test location at Wilson's expense. The Independent Inspector shall have the necessary experience for conducting the Inspection Procedure and shall be trained in the implementation of the Inspection Procedures. The Independent Inspector shall test all of the Prime BBCOR Bats that Wilson determined did not have a Compromised Connection. The Independent Inspector's test shall also be performed in accordance with the Inspection Procedures in Appendix 1 to this Exhibit A. Prior to the Independent Inspector's testing, Wilson shall provide counsel for the parties reasonable notice of the Independent Inspector's upcoming test and shall make reasonable accommodations such that counsel has opportunity to attend at counsel's own expense.

In accordance with the Inspection Procedures, the Independent Inspector shall conduct the Inspection Procedures and make a determination whether the Prime BBCOR Bat has a



Compromised Connection. Then, the Independent Inspector shall complete an Inspection Determination Form indicating the bat tested, the Independent Inspector's determination, and the Independent Inspector's signature. Wilson shall then inform the Class Member by email or other reasonable means within approximately fifteen (15) days after the Independent Inspector's determination, the type and timing of the Class Member's Settlement Class relief based on such determination, in accordance with the Settlement Agreement.

Counsel for the parties shall be provided with a copy of each such Inspection Determination Form that indicates that the Class Member's bat passed the test and is not eligible for a Replacement Bat. Wilson shall retain all of the Independent Inspector's Inspection Determination Forms until the Claims Period is closed and the class relief has been distributed to eligible Class Members.

The Independent Inspector's determination shall be final, subject to review of the Inspection Determination Forms by counsel for the parties to confirm compliance with the Settlement Agreement. Either Class Counsel or Defense Counsel may ask, at reasonable times and using reasonable methods, to inspect and ensure that the Independent Inspector is following the Inspection Procedures in making its inspection determinations.

Notwithstanding the foregoing, Wilson's determination is final, and an inspection by the Independent Inspector shall not be necessary, in the event Wilson determines that a Prime BBCOR Bat has a Compromised Connection.

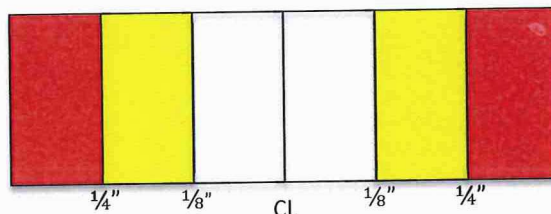
III. Limitations and Exclusions from the Inspection, Repair, or Replacement Program

As set forth in the Settlement Agreement, specifically excluded from this program are (a) bats that were purchased in used condition, (b) bats that were already replaced by Wilson and for

which Wilson received a release from the consumer, (c) bats that have been subjected to abuse, misuse, and intentional damage, and (d) bats that were purchased for resale.

APPENDIX 1 – INSPECTION PROCEDURES

1. Insert the handle of returned Prime BBCOR Bat into the molded vice fixture, which will prevent damage to the bat.
2. Attach a scale – with a centerline, a first $\frac{1}{8}$ inch zone on either side of the centerline, and a second $\frac{1}{8}$ inch zone on either side of the first $\frac{1}{8}$ inch zone (creating a line $\frac{1}{4}$ inch from the centerline) – to the barrel of the Prime BBCOR Bat at a point adjacent to the bat's TRU3 connection. The scale should have the same zones and similar appearance to the one depicted below (note, the sample below is not drawn to scale).



3. Attach a pointer to the handle of the Prime BBCOR Bat at a point adjacent to the bat's TRU3 connection and align the pointer with the centerline of the scale.
4. Affix a torque wrench to the barrel end of the bat between 1" and 2" inboard of the end cap. Adjust the torque wrench to a setting of 72 in-lbs.
5. Rotate the barrel of the bat clockwise using the torque wrench until either the torque wrench reads 72 in-lbs or the pointer reaches the $\frac{1}{4}$ inch line (at the end of the second $\frac{1}{8}$ inch zone), whichever occurs first.

Never rotate the barrel of the bat such that the pointer travels past the $\frac{1}{4}$ inch line because then the test procedure itself may damage the bat.
6. If the pointer does not travel past the first $\frac{1}{8}$ inch zone and the torque wrench reads 72 in-lbs, **STOP**; the bat does not have a Compromised Connection.
7. If the pointer has traveled into the second $\frac{1}{8}$ inch zone, release the force on the torque wrench and observe the location of the pointer in relationship to the centerline after the torque is removed.
 - i. The bat does not have a Compromised Connection if the pointer has returned to a first $\frac{1}{8}$ inch zone;
 - ii. The bat has a Compromised Connection if the pointer does not return to a first $\frac{1}{8}$ inch zone.
8. Repeat Steps 3 through 7, rotating the bat counter-clockwise. Record results on Inspection Determination Form.

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APPENDIX 2 – SAMPLE INSPECTION DETERMINATION FORM

Return Authorization Number	Date Bat Received by Wilson	Wilson Inspection Determination	Inspector Inspection Determination	Independent Inspector Travel Determination
	dd/mm/yyyy	<input type="checkbox"/> Compromised <input type="checkbox"/> Not Compromised	<input type="checkbox"/> Compromised <input type="checkbox"/> Not Compromised	Initial Travel (zone): ____ Return Travel (zone): ____

Signature of Wilson Inspector

Date _____

Signature of Independent Inspector (if Necessary)

Date _____




EXHIBIT B

INSPECTION, REPLACEMENT, OR DISCOUNT PROGRAM CLAIM FORM

George Alea and Curtis Hamburg, Individually and On Behalf of All Others Similarly Situated v. Wilson Sporting Goods Co., Case No. 1:17-cv-00498

Complete the following form to participate in the Inspection, Replacement, or Discount Program if you have a good faith belief that your Prime BBCOR Bat has a Compromised Connection. You may submit this form online at [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com), or by mail to [Settlement Administrator ADDRESS].

Make sure to provide accurate contact information. If you are qualified to participate, the Settlement Administrator will contact you with information on how to send your Prime BBCOR Bat to Wilson for inspection of such bat in compliance with the Settlement Agreement. BH

IMPORTANT: You must submit a copy of your proof of purchase either electronically or by mail along with this form to participate in the Inspection, Replacement, or Discount Program. Any claim for relief that does not include a proof of purchase will not be considered complete and you will not receive a benefit under the Inspection, Replacement, or Discount Program. Proof of purchase includes a credit card receipt, credit card statement, third party invoice, or any other documented form of evidence of purchase from a third party retailer of the bat.

For more information on the Inspection, Replacement, or Discount Program go to [www.\[website\].com](http://www.[website].com) or www.wilson.com.

Last Name:	First Name:	Middle Initial
Your Address (Number/Street/P.O. Box No.):		
City:	State:	Zip Code:
Telephone Number:	Email Address:	
Date of Purchase:	City and State of Purchase:	
Place of Purchase (name of store or online retailer):		
In the event of a determination that my Prime BBCOR Bat does NOT have a Compromised Connection, I hereby elect (CHECK ONLY ONE BOX):		
<input type="checkbox"/> To receive my Prime BBCOR Bat back; or <input type="checkbox"/> To relinquish my bat and receive a 20% discount voucher for the purchase of a new BBCOR bat at www.slugger.com		

I affirm under penalty of perjury that the information in this Inspection, Replacement, or Discount Claim Form is true and correct to the best of my knowledge, information and belief.

Signature _____

Date _____

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EXHIBIT C

United States District Court For The Northern District Of Illinois Eastern Division
George Alea and Curtis Hamburg, Individually and On Behalf of All Others Similarly Situated v.
Wilson Sporting Goods Co., Case No. 1:17-cv-00498

NOTICE OF PROPOSED CLASS SETTLEMENT (“CLASS NOTICE”)

If You Previously Purchased a New Louisville Slugger Prime BBCOR Bat in the United States, A Settlement Has Been Reached that May Affect Your Rights.

Para ver este aviso en espanol, visita www.settlementwebsite.com

- A settlement has been reached in a class action lawsuit against Wilson Sporting Goods Co. (“Wilson”) concerning certain Prime BBCOR Bats. Those purchasers included in the settlement have legal rights and options and deadlines by which they must exercise them.
- You may be included in the settlement if you purchased in the United States one or more of the following models of Wilson Prime BBCOR Bats from retailers after April 21, 2015, excluding auction sites such as eBay: a new Louisville Slugger Prime 915 BBCOR baseball bat, or a new Louisville Slugger Prime 916 BBCOR baseball bat, or a new Louisville Slugger Prime 917 BBCOR baseball bat. See more details on eligible bats below.
- If you have a good faith belief that your Prime BBCOR Bat has a Compromised Connection, the proposed settlement provides for a free Inspection, Replacement, or Discount Program to determine whether your Prime BBCOR Bat has a Comprimised Connection in the “TRU3” connection area of a Prime BBCOR Bat, and if it does, to provide you with a free replacement. The settlement also provides certain qualifying Class Members with a discount towards a new bat.

Please read this Notice carefully. Your legal rights are affected, whether you act or do not act.

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QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

A. BASIC INFORMATION

1. What is this Class Notice about?

A Court authorized this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit and about all your options and associated deadlines. The name of the lawsuit is *George Alea and Curtis Hamburg, Individually and On Behalf of All Others Similarly Situated v. Wilson Sporting Goods Co.*, Case No. 1:17-cv-00498. The defendant is Wilson. This Class Notice explains the lawsuit, the settlement, and your legal rights. You are **NOT** being sued. The Court still must decide whether to finally approve the settlement. Benefits will be distributed only if the Court finally approves the settlement and after any appeals are resolved in favor of the settlement. Please be patient and check [www.website.com] regularly for updates.

QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

YOUR RIGHTS AND CHOICES

YOU MAY:		DATE/CLAIM PERIOD
SEEK INSPECTION OF YOUR PRIME BBCOR BAT UNDER THE INSPECTION, REPLACEMENT, OR DISCOUNT PROGRAM	If you have a good faith belief that your Prime BBCOR Bat has a Compromised Connection, you are entitled to have your Prime BBCOR Bat inspected to determine whether your Prime BBCOR Bat has a Compromised Connection. If the inspection shows that your Prime BBCOR Bat has a Compromised Connection, Wilson will replace the Prime BBCOR Bat at no cost to you. If the inspection confirms that your Prime BBCOR Bat DOES NOT have a Compromised Connection, Wilson shall provide you one of the two following options: a) a 20% discount voucher, valid for use at www.slugger.com for the purchase of a new Louisville Slugger BBCOR baseball bat; or b) Wilson will return your bat to you.	<i>Nine (9) months from the Class Notice Date</i>
OBJECT	Write to the Court about why you do not like the proposed settlement.	<i>No Later than 60 Days Following the Date of This Notice</i>
EXCLUDE YOURSELF	Ask to get out (opt out) of the proposed settlement. If you do this, you are not entitled to any of the settlement benefits, but you keep your right to sue the Defendant about the issues in your own personal lawsuit. If you opt out of the settlement, you cannot object to it.	<i>No Later than 60 Days Following the Date of This Notice</i>
APPEAR IN THE LAWSUIT OR GO TO THE FINAL FAIRNESS HEARING	You are not required to enter an appearance in the lawsuit in order to participate in the proposed settlement, but you may enter an appearance on your own or through your own lawyer in addition to filing an objection. You can also ask to speak in Court at the Final Fairness Hearing about the proposed settlement, if you have previously filed an objection and submitted a timely notice of intention to appear.	<i>[Appearance deadline - date]</i> <i>No Later than 90 Days Following the Date of This Notice</i>
DO NOTHING	You may not receive certain settlement benefits that you may otherwise be eligible for and you give up the right to sue Wilson and Louisville Slugger about the issues in the lawsuit.	

These rights and options—and the deadlines to exercise them—are explained in this notice.

The Court must decide whether to approve the Settlement Agreement. Replacement bats and discount vouchers will be provided if the Court approves the Settlement Agreement and it becomes final.

2. What is the lawsuit about?

The class action lawsuit claims that the connection between the barrel and the handle

QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
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of certain Prime BBCOR Bats manufactured and sold by Wilson are defective. The lawsuit pursues claims for violations of consumer protection statutes, unjust enrichment, and breach of warranty. You can read the Complaint by visiting [www.website.com]. Defendant denies that they have violated any law, denies that they engaged in any wrongdoing, and denies that there is any defect with respect to the Prime BBCOR Bats and denies that any consumer who purchased a Prime BBCOR Bat had any damages not satisfied by Wilson through its limited warranty program. The parties agreed to resolve these matters before these issues were decided by the Court. BH

On January 23, 2017, George Alea filed suit against Wilson and Louisville Slugger in the United States District Court for the Northern District of Illinois, in an action styled George Alea, Individually and On Behalf of All Others Similarly Situated v. Wilson Sporting Goods Co. and Louisville Slugger, Case No. 1:17-cv-00498 (the "Lawsuit").

On April 4, 2017, Alea filed his First Amended Complaint ("FAC") in the Lawsuit, dismissing non-entity Louisville Slugger as a party and amended certain claims. Wilson filed a Motion to Strike and Dismiss certain of Alea's claims in the FAC. The Court further dismissed Alea's implied warranty claims under Florida law, for the ten-state class, and under the Magnusson-Moss Warranty Act, for the national class. On February 2, 2018, Plaintiffs filed a Second Amended Complaint ("SAC"), adding Hamburg as a plaintiff, and reasserting certain claims which were not dismissed.

Wilson has asserted in the Lawsuit that all of Wilson's Prime BBCOR Bats incorporate a patented TRU3 connection, and that independent movement between the barrel and the handle at the connection is intentional, beneficial (to reduce vibration) and patented, as stated in U.S. Patent No. 8,226,505 that covers the TRU3 connection technology. Plaintiffs have asserted in the Lawsuit that certain Prime BBCOR Bats exhibited movement at the connection that exceeded the amount disclosed by Wilson, and that Wilson did not in all cases comply with its warranty;

Wilson has asserted in the Lawsuit that it did provide consumers with warranty replacements on any Prime BBCOR Bats returned for reasons related to movement at the connection that exceeded the amount intended and promoted by Wilson to be beneficial to players, or movement at the connection that was otherwise undesired by players. Plaintiffs asserted that not all Prime BBCOR Bats that should have been replaced pursuant to the warranty were actually replaced;

In and around June and July of 2018, arm's length settlement negotiations took place

**QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
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between Class Counsel and counsel for Wilson, the result of which is this settlement between the Plaintiffs and Wilson, and which is subject to the approval of this Court (the "Settlement Agreement").

3. What Prime BBCOR Bats are included in the settlement?

The following Wilson Prime BBCOR Bat models (called the "Prime BBCOR Bats") purchased in the United States from retailers after April 21, 2015, excluding auction sites such as eBay are part of this settlement: a new Louisville Slugger Prime 915 BBCOR baseball bat, or a new Louisville Slugger Prime 916 BBCOR baseball bat, or a new Louisville Slugger Prime 917 BBCOR baseball bat.

For individuals who purchased a used Prime BBCOR Bat, a Prime BBCOR Bat for resale or a Prime BBCOR Bat from auction sites such as eBay, those bats are not part of the settlement and such individuals who purchased one of those bats are not members of the Class for such Prime BBCOR Bat, but have not released any claims they may have. Further excluded are bats that were already replaced by Wilson and for which Wilson received a release.

4. Why is this a class action?

In a class action, people called "class representatives" sue on behalf of other people who have similar claims. All of these people together are the "Class" or "Class Members" if the Court approves this procedure. Once approved, the Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

5. Why is there a settlement?

Both sides in the lawsuit agreed to a settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the Class Members can get benefits, 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. This settlement 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. JH

**QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

The essential terms of the settlement are summarized in this Class Notice. The Settlement website [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com) contains more details of the settlement. 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 Class Notice and the Settlement Agreement, the Settlement Agreement governs.

B. WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get money or benefits, you first have to determine whether you are a Class Member.

6. How do I know if I am part of the settlement?

You are part of the settlement if you are an individual who purchased a new Wilson Prime BBCOR Bat described in Section 3 in the United States. This group of purchasers is called the "Class" or "Settlement Class."

Excluded from the Settlement Class are Wilson and its employees, the judges presiding over this case, and Plaintiffs' counsel.

7. I'm still not sure if I'm included in the settlement.

If you are not sure whether you are included in the Settlement Class, you may call [toll free number of Settlement Administrator]. Please do not contact the Court regarding the details of this settlement while it is pending before the Court as the Court has ordered that all questions be directed to the Settlement Administrator.

C. THE SETTLEMENT BENEFITS—WHAT YOU GET AND HOW TO GET IT

8. What does the settlement provide?

The settlement benefits are outlined generally below, and more information can be found on the Settlement Website. The Court still has to decide whether to finally approve the settlement. The Inspection, Replacement, or Discount Program will begin

**QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

if, and after, the Court preliminarily approves the Settlement Agreement. However, no benefits have to be provided until and unless the Court finally approves the settlement and only after any appeal period expires and any appeals are resolved in favor of the settlement. We do not know when the Court will finally approve the settlement if it does so or whether there will be any appeals that will have to be resolved in favor of the settlement before certain benefits can be provided, so we do not know precisely when any benefits may be available. Please check [www.website.com] regularly for updates regarding the settlement.

Please note that you have to take action within the deadline below to receive a benefit. If you do nothing, you may not receive a benefit from the settlement, and, as a Class Member, you will not be able to sue Defendants about the issues in the lawsuit.

Inspection, Replacement, or Discount Program

If the settlement is preliminarily approved, for Class Members who still possess their Prime BBCOR Bat and have a good faith belief that it has a Compromised Connection,, the Inspection, Replacement, or Discount Program will be implemented to determine whether a Class Member's Prime BBCOR Bat has a Compromised Connection.

The Inspection, Replacement, or Discount Program will begin following the date the settlement is preliminarily approved. The Inspection, Replacement, or Discount Program is outlined in Exhibit A to the Settlement Agreement, including the Inspection Procedures.

If you are eligible for the Inspection, Replacement, or Discount Program, and you suspect your Prime BBCOR Bat has a Compromised Connection, simply go to the Settlement Website [www.website.com] and complete a Claim Form and submit a copy of your proof of purchase. The Inspection, Repair or Replacement Program is only eligible for Prime BBCOR Bats that were purchased new.


Within approximately fourteen (14) days of submitting the Claim Form and proof of purchase, the Settlement Administrator will contact you and either provide information on where and how to send your Prime BBCOR Bat to Wilson for inspection, at Wilson's cost, or request further information regarding your Prime BBCOR Bat.

**QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

Once the bat is received by Wilson, it will be inspected within approximately 21 days. For any Prime BBCOR Bats that are confirmed by Wilson to have a Compromised Connection pursuant to the Inspection, Replacement, or Discount Program, Wilson will provide a replacement Prime BBCOR bat, one model year or more newer, at no cost to Class Members. If Wilson does not determine that your bat has a Compromised Connection, an independent third party inspector ("Independent Inspector") will conduct a second inspection to verify or refute the results. If the Independent Inspector determines that your bat has a Compromised Connection, Wilson will provide a replacement Prime BBCOR Bat at no cost to you. If the Independent Inspector confirms that your Prime BBCOR Bat DOES NOT have a Compromised Connection, Wilson shall provide you one of the two following options: a) a 20% discount voucher, valid for use at www.slugger.com for the purchase of a new BBCOR baseball bat; or b) Wilson will return your bat to you.

Wilson must begin to offer the relief when the Settlement is finally approved and all appeals, if any, are resolved in favor of the Settlement, but Wilson may voluntarily begin offering relief at an earlier time.

9. What am I giving up in exchange for the settlement benefits?

If the Settlement becomes final, Class Members who do not exclude themselves from the Class will release Defendant from liability and will not be able to sue Wilson or Louisville Slugger about issues regarding their bat. The Settlement Agreement at Section 4 describes the released claims in necessary legal terminology, so read it carefully. The Settlement Agreement is available at [www.website.com]. You can talk to one of the lawyers listed in Question 13 below for free or you can, of course, 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

If you are a member of the Class, but want to keep the right to sue or continue to sue Defendant over the legal issues in the lawsuit, then you must take steps to exclude yourself from this settlement. This is also known as "opting out" of the Class.

10. If I exclude myself, can I get anything from this settlement?

QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

If you exclude yourself, you do not get settlement benefits. If you ask to be excluded, you cannot object to the settlement. But, if you timely and properly request exclusion, the settlement will not prevent you from suing, continuing to sue or remaining or becoming part of a different lawsuit against Wilson or Louisville Slugger 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.

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

If you are a member of the Class, unless you exclude yourself, you give up the right to sue Wilson or Louisville Slugger for the claims 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 Wilson or Louisville Slugger about the issues in the lawsuit.

12. How do I get out of the settlement?

To exclude yourself from the settlement, you **must** submit a letter electronically or by mail stating that you want to be excluded from the settlement in *George Alea and Curtis Hamburg, Individually and On Behalf of All Others Similarly Situated v. Wilson Sporting Goods Co.*, Case No. 1:17-cv-00498. **The letter must be signed by you and include your name, address, state that you are a Class Member, your telephone number, and email address.** You can't ask to be excluded over the phone. If you elect to mail your Opt Out letter with your exclusion request, it must be postmarked no later than **[date]** to:

[contact and address]

Your Opt Out letter with your exclusion request must be received by **[contact]** no later than **[date]** to be considered by the Court. The deadlines found in this Notice may be changed by the Court. Please check **[www.website.com]** regularly for updates regarding the settlement.

E. THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
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Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called "Class Counsel." If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense. Class Counsel's information is as follows:

Jon Herskowitz
BARON & HERSKOWITZ
9100 S. Dadeland Blvd.
Suite 1704
Miami, FL 33156
Tel: (305) 670-0101
Fax: (305) 670-2393
Email: jon@bhfloridalaw.com

William H. Anderson
HANDLEY & ANDERSON PLLC
4730 Table Mesa Drive
Suite G-200
Boulder, CO 80305
Tel: (303) 800-9109
Email: wanderson@hajustice.com

14. How will the lawyers be paid?

The law firms that worked on this lawsuit will ask the Court for an award of attorneys' fees and for reimbursement of their out-of-pocket costs and expenses in the amount of \$550,000.

Class Counsel will also ask the Court to award each of the Class Representatives service awards in the amount of \$5,000 for the time and effort each spent representing Class Members.

The Court must approve the request for attorneys' fees, costs and expenses and the request for Class Representative service awards. The amounts awarded by the Court will be paid by Wilson. Under no circumstances will Wilson's payment of attorneys' fees, costs and expenses and Class Representative service awards reduce your settlement benefits.

F. OBJECTING TO THE SETTLEMENT

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

15. How do I tell the Court if I do not like the settlement?

If you are a Class Member, and you do not exclude yourself from the Settlement Class, you can object to the settlement if you do not like some part of it or all of it.

**QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
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You can give reasons why you think the Court should not approve it. To object, you must send a written objection **signed by you** saying that you object to the settlement in *George Alea and Curtis Hamburg, Individually and On Behalf of All Others Similarly Situated v. Wilson Sporting Goods Co.*, Case No. 1:17-cv-00498, to the Clerk of Court (identified below) so that it is received and filed no later than **[date]**.

In an objection, a Class Member must include: (a) a heading which refers to the lawsuit, *George Alea and Curtis Hamburg, Individually and On Behalf of All Others Similarly Situated v. Wilson Sporting Goods Co.*, Case No. 1:17-cv-00498; (b) the objector's full name, telephone number, and address (the objector's actual residential address must be included); (c) if represented by counsel, the full name, telephone number, and address of all counsel; (d) all of the reasons for his or her objection; (e) whether the objector intends to appear at the Final Fairness Hearing on his or her own behalf or through counsel; (f) a statement that the objector is a Class Member, including the Class Member's model Prime BBCOR Bat and the place of purchase, city and state of purchase, and approximate date of purchase of the Prime BBCOR Bat; and (g) the objector's dated, handwritten signature (an electronic signature or attorney's signature are not sufficient); and (h) a list of all class action settlements to which the objector or their counsel has objected in the last ten years. Any documents supporting the objection must also be attached to the objection. If any testimony is to be given in support of the objection, the names of all persons who will testify must be set forth in the objection. Class Members may object to the settlement either on their own or through an attorney retained at their own expense.

Objections must be mailed to:

ADDRESS

16. What is the difference between objecting and excluding?

Excluding yourself 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 settlement no longer affects you. Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class.

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

**QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
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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 Wilson or Louisville Slugger over the issues in the lawsuit.

G. THE COURT'S FINAL FAIRNESS 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 (provided you have previously filed a timely notice of intention to appear), but you do not have to attend or speak.

17. When and where will the Court decide whether to grant final approval of the settlement?

The Court will hold a Final Fairness Hearing at [a.m./p.m.] on [date] in ADDRESS. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who have met the requirement to speak at the hearing (*See* Question 19 below). 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 Class Members. We do not know how long these decisions will take.

18. Do I have to come to the 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 do not have to come to Court to talk about it – but you can if you provide advance notice of your intention to appear (*See* Question 19 below). As long as you filed a written objection with all of the required information on time with the Court, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

19. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to

**QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
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Appear in *George Alea and Curtis Hamburg, Individually and On Behalf of All Others Similarly Situated v. Wilson Sporting Goods Co.*, Case No. 1:17-cv-00498” to the Clerk of Court so that it is received and filed no later than **[date]**. You must include your name, address, telephone number, the model of your Prime BBCOR Bat and the place of purchase, city and state of purchase, and approximate date of purchase, and your signature. Anyone who has requested permission to speak must be present at the start of the Final Fairness Hearing at **[a/p.m.] on [date]**. You cannot speak at the hearing if you excluded yourself from the Class. You must also send a copy of your Notice of Intention to Appear to Class Counsel and Defendant’s Counsel at:

Defendant’s Counsel: KEY & ASSOCIATES
LAW OFFICES
321 N. CLARK STREET, SUITE 500
CHICAGO, ILLINOIS 60654



Class Counsel: HANDLEY & ANDERSON PLLC
4730 TABLE MESA DRIVE
SUITE G-200
BOULDER, CO 80305

H. GETTING MORE INFORMATION

20. How do I get more information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other information about the settlement and the Claim Forms, at **[www.website.com]**. You can also call the toll-free number, **[number]** or write the Settlement Administrator at **[contact and address]**. You can also look at the documents filed in the lawsuit at the Court at the address provided above in response to Question 15.

21. When will the settlement be final?

The settlement will not be final unless the Court grants final approval of the settlement at or after the Final Fairness Hearing and after any appeals are resolved in favor of the settlement. Please be patient and check the settlement website regularly. The Court

QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
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has ordered that all questions be directed to the Settlement Administrator.

**QUESTIONS? CALL TOLL FREE [PHONE NUMBER] OR VISIT [WEBSITE]
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

EXHIBIT D

Internet Banners / Publication Notice

Copies of the Internet Banners designed to achieve 20 million impressions are shown below:

If you bought a new Louisville Slugger Prime 915 BBCOR baseball bat, or a new Louisville Slugger Prime 916 BBCOR baseball bat, or a new Louisville Slugger Prime 917 BBCOR baseball bat - you could be eligible to receive benefits from

Learn More

www.WEBSITE.com

If you bought a new Louisville Slugger Prime 915 BBCOR baseball bat, or a new Louisville Slugger Prime 916 BBCOR baseball bat, or a new Louisville Slugger Prime 917 BBCOR baseball bat - you could be eligible to receive benefits from a class action settlement.

Learn More

www.WEBSITE.com

If you bought a new Louisville Slugger Prime 915 BBCOR baseball bat, or a new Louisville Slugger Prime 916 BBCOR baseball bat, or a new Louisville Slugger Prime 917 BBCOR baseball bat - you could be eligible to receive benefits from a class action settlement.

Learn More

www.WEBSITE.com

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EXHIBIT E

_____, 2018

VIA PRIORITY MAIL

«First» «Last»
«Company»
«Address_1»
«Address_2»
«City», «State» «Zip»

Re: Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715

Dear «First» «Last»:

[Settlement Administrator] has been retained as the independent third-party claims administrator in a putative class action lawsuit entitled *George Alea and Curtis Hamburg, Individually and On Behalf of All Others Similarly Situated v. Wilson Sporting Goods Co.*, Case No. 1:17-cv-00498. KEY & ASSOCIATES and FOX LAW GROUP, LLC represent Wilson Sporting Goods Co. ("Wilson") in this matter. The lawsuit is pending before the Honorable Gary Feinerman, in the United States District Court for the Northern District of Illinois, Eastern Division. This letter is to advise you that the plaintiff filed a Motion for Preliminary Approval of Class Action Settlement in connection with this class action lawsuit on _____, 2018.

Case Name: *George Alea and Curtis Hamburg, Individually and On Behalf of All Others Similarly Situated v. Wilson Sporting Goods Co.*

Case Number: 1:17-cv-00498

Jurisdiction: United States District Court,
Northern District of Illinois, Eastern Division

Date Amended Settlement

Filed with Court: _____, 2018

In compliance with 28 U.S.C. § 1715(b), the following documents referenced below are included on the CD that is enclosed with this letter:

1. **28 U.S.C. § 1715(b)(1) – Complaint and Related Materials:** Copies of the *Class Action Complaint, Amended Complaint and Second Amended Complaint and Answer to*

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_____, 2018
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Complaint, Answer to Second Amended Complaint, and Order granting Motion to Dismiss in Part, are enclosed.

2. **28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** Pursuant to the Court's *Order (1) Conditionally Certifying a Settlement Class, (2) Preliminarily Approving Class Action Settlement, (3) Approving Notice Plan, and (4) Setting Final Approval Hearing*, issued _____, 2018, a final approval hearing in this matter has been scheduled for _____, 2018, at ____:____ a.m. in Courtroom ____ of the United States District Court for the Northern District of Illinois, Eastern Division, located at Everett McKinley Dirksen, United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604, before the Honorable Gary Feinerman. Copies of the *Order (1) Conditionally Certifying a Settlement Class, (2) Preliminarily Approving Class Action Settlement, (3) Approving Notice Plan, and (4) Setting Final Approval Hearing, Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, Plaintiffs' Memorandum in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement, Declaration of _____ in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, and Declaration of _____ Regarding Settlement Notice Program*, are enclosed.
3. **28 U.S.C. § 1715(b)(3) – Notification to Class Members:** Copies of the *Claim Form*, and *Class Notice* to be provided to the class are enclosed.
4. **28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** A copy of the *Settlement Agreement and Release* is enclosed.
5. **28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreement:** As of _____, 2018, no other settlement or agreement has been entered into by the parties to this Action or by and through their respective representatives.
6. **28 U.S.C. § 1715(b)(6) – Final Judgment:** No Final Judgment has been entered as of _____, 2018, nor have any Notices of Dismissal been granted at this time. A copy of the *[Proposed] Final Approval Order and Judgment* is enclosed.
7. **28 U.S.C. § 1715(b)(7)(A)-(B) – Names of Class Members/Estimate of Class Members:** As of _____, 2018, it is not feasible to provide the names of class members who reside in each State or a reasonable estimate of the number of class members residing in each State, with an estimated proportionate share of the claims of such members to the entire settlement. The parties are performing additional discovery and a reasonable estimate of the number of class members residing in each State and the estimated proportionate share of the claims of such members to the entire settlement will be provided at a later date.

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, 2018

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8. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** As the proposed settlement is still pending final approval by the Court, there are no other opinions available at this time. As of , 2017, there has been no written judicial opinion related to the settlement.

These documents are also available online via the federal Public Access to Court Electronic Records (“PACER”) system, available at <http://www.pacer.gov>.

Wilson is represented by Jeffery A. Key, Esq., of Key & Associates, who are located at 321 N. Clark Stret, Suite 500, Chicago, Illinois 60654, and Brad Fox of Fox Law Group, LLC, who are located at P.O. Box 1305, 528C Main Ave. Durango, CO 81302. Should you have any questions regarding this notice or any of the enclosed information, please feel free to contact them at the address above.

Thank you.

Sincerely,

/s/

[Settlement Administrator]

Enclosures

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