

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

George Alea and Curtis Hamburg, Individually
and On Behalf
of All Others Similarly Situated,

Plaintiffs,

vs.

Wilson Sporting Goods Co.,

Defendant.

Case No. 1:17-cv-00498

**PRELIMINARY CLASS
SETTLEMENT APPROVAL ORDER**

Hon. Gary Feinerman

Plaintiffs George Alea and Curtis Hamburg (“Plaintiffs”), individually and on behalf of each member of the Settlement Class, and Defendant Wilson Sporting Goods Co. (“Wilson,” collectively the “Parties”), having made a joint request pursuant to Rule 23 of the Federal Rules of Civil Procedure for an order preliminarily approving the proposed settlement of this lawsuit in accordance with the Settlement Agreement and Release (the “Settlement Agreement”) filed with this Court,¹ and the Court having read and considered the Settlement Agreement and exhibits thereto, the Motion for Preliminary Approval of Class Action Settlement (the “Motion”) and exhibits thereto, and the Parties having consented to the entry of this Order; and

The Court finding that there exists substantial and sufficient grounds for entering this Order;

IT IS HEREBY ORDERED:

1. The Settlement Agreement, and all of its terms and conditions, is preliminarily approved as fair, just, reasonable and adequate, subject to further consideration at a final

¹ Capitalized terms used but not defined herein shall have the same meaning ascribed to them in the Settlement Agreement, as defined herein.

approval hearing (the "Final Fairness Hearing").

2. For purposes of settlement only, the Court conditionally certifies the Settlement Class pursuant to Federal Rule of Civil Procedure 23(b)(3). Plaintiffs are appointed as representatives of the Settlement Class, and LITE DEPALMA GREENBERG, LLC, HANDLEY FARAH & ANDERSON PLLC, CUNEO GILBERT & LADUCA, LLP, and BARON & HERKOWITZ are collectively appointed as Class Counsel.

3. The Court directs that KCC, LLC be appointed as the Settlement Administrator.

4. The Court approves the form of the Class Notice (Exhibit C to the Settlement Agreement), the Claim Form (Exhibit B to the Settlement Agreement), and the written Publication Notice (included in Exhibit E to the Settlement Agreement). The Court directs that the Settlement Administrator shall serve the Notice Package materials on the Settlement Class and otherwise execute the Class Notice as specified in the Settlement Agreement. The Court finds that the Class Notice, including the service of the Notice Package in the manner specified in the Settlement Agreement, constitutes the best notice practicable under the circumstances to members of the Settlement Class, and complies fully with the provisions set forth in Federal Rule of Civil Procedure 23(e)(1), and any and all substantive and procedural due process rights guaranteed by the United States Constitution and any other applicable law. The Court further finds that the Notice Package clearly and concisely informs the Settlement Class of their rights and options with respect to the proposed settlement, in plain, easily understood language, in conformance with the requirements of Federal Rule of Civil Procedure 23.

5. Consistent with the Class Notice, the Court directs the Settlement Administrator to provide Class Members with the Notice Package as follows:

(a) On or before January 10, 2019, Settlement Administrator shall cause a copy of the Notice Package to be distributed to members of the Settlement Class, as provided in the Settlement Agreement.

(b) Wilson shall bear the full amount of the costs of notice and administration of the settlement, as provided in the Settlement Agreement.

(c) At or prior to the Final Fairness Hearing, Plaintiffs' counsel shall cause to be filed with the Clerk of the Court as proof of notice, a declaration (the "Claims Administration Declaration") setting forth the steps taken by the Settlement Administrator to provide notice to members of the Settlement Class, the number of undeliverable Notice Packages, the number of valid claims received, the number of disputed claims, the number of objections received, and the number of opt outs.

6. As provided for in the Settlement Agreement and in the Class Notice, the Settlement Class shall be afforded the right to either opt out from or object to the final approval of this settlement.

7. The Court approves the form of the notices to "appropriate Federal and State officials," attached to the Agreement as Exhibit E, and directs Wilson to serve them (by hand delivery or U.S. Mail) no later than December 20, 2018. The Court finds that service of the notice in this manner complies fully within the provisions set forth in the Class Action Fairness Act, 28 U.S.C. § 1715 and any and all substantive and procedural due process rights guaranteed by the United States Constitution and any other applicable law. As provided for in the attached notice, the appropriate Federal and State officials have ninety (90) days to object or to oppose the Settlement Agreement.

8. The Final Fairness Hearing is scheduled herein for June 4, 2019, at 9:30 a.m., at which the Court will consider the entry of the Final Approval Order (Exhibit H to the Settlement Agreement).

9. The Court hereby reserves: (a) the right to approve the Settlement Agreement, with any modification as may be agreed to by the Parties, if appropriate, and (b) the right to reschedule the Final Fairness Hearing without further notice to any member(s) of the Settlement Class.

10. Class Members shall have until May 6, 2019, to opt out of the Settlement Class. Any Class Member who opts out shall be excluded from the Settlement Class, and shall have no rights under the Settlement Agreement. A request for exclusion must be in writing and

comply with the requirements of the Settlement Agreement. The request must be signed and mailed to the address provided in the Notice Package and postmarked (or mailed by overnight delivery) by May 6, 2019. A request for exclusion that is not signed or fully completed, that is sent to an address other than the one designated in the Notice Package, or that is not sent within the time specified, shall be invalid and the person serving such a request shall be a Class Member and be bound as a Class Member, if the Settlement Agreement is finally approved.

11. All members of the Settlement Class who do not request exclusion shall have until May 6, 2019, to object to the proposed settlement. Any objection must be in writing, be signed by the objecting Class Member, state the specific grounds for the objection, be filed with the Court on or before May 6, 2019, and be mailed to Class Counsel and counsel for Wilson. Only Class Members shall have the right to object to the settlement.

12. Pending the Final Fairness Hearing, all pretrial discovery, all deadlines previously set by this Court and all proceedings in this Lawsuit are hereby stayed, except those proceedings in connection with effectuating the settlement, and all members of the Settlement Class are barred and enjoined from commencing or prosecuting, either directly, representatively, derivatively or in any capacity, any Released Claims against Wilson or the Released Parties.

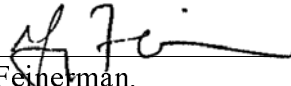
13. If the settlement is not approved or consummated in accordance with the terms of the Settlement Agreement, the settlement shall have no force or effect and all negotiations, proceedings and statements had in connection therewith shall be without prejudice to any person or entity or to the rights of the Parties, who shall be restored to their respective positions existing as of the date and time immediately prior to the execution of the Settlement Agreement *non pro tunc*; provided, however, that the costs and expenses of notice and administration shall nonetheless be paid by Wilson and/or its successors in interest as provided for in the Settlement Agreement.

14. The Court retains jurisdiction of this Lawsuit to consider all further applications arising out of or connected with the proposed settlement herein.

15. Counsel are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement that are not materially inconsistent with this Order or the terms of the Settlement Agreement.

IT IS SO ORDERED.

Dated: December 14, 2018



Gary Feinerman,
United States District Judge