

United States District Court For The Northern District Of Illinois, Eastern Division
George Alea, 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 español, visita www.SluggerPrimeBBCORSettlement.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 Compromised 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.

QUESTIONS? CALL TOLL-FREE 1-866-447-6228 OR VISIT www.SluggerPrimeBBCORSettlement.com
PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

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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 the following website for updates:

www.SluggerPrimeBBCORSettlement.com.

YOUR RIGHTS AND CHOICES		
<i>YOU MAY</i>		<i>DATE/CLAIM PERIOD</i>
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>October 10, 2019</i>
OBJECT	Write to the Court about why you do not like the proposed settlement.	<i>May 6, 2019</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>May 6, 2019</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>Notice of Appearance: May 6, 2019 Hearing Date: June 4, 2019</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.

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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 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.SluggerPrimeBBCORSettlement.com. Defendant denies that they have violated any law, deny that they engaged in any wrongdoing, deny that there is any defect with respect to the Prime BBCOR Bats, and deny 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.

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 amending 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 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, 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.

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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.

The essential terms of the settlement are summarized in this Class Notice. The Settlement Website www.SluggerPrimeBBCORSettlement.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 1-866-447-6228. 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 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.SluggerPrimeBBCORSettlement.com regularly for updates regarding the settlement.

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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 Defendant 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.SluggerPrimeBBCORSettlement.com and complete a Claim Form and submit a copy of your proof of purchase, by October 10, 2019. 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.

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.SluggerPrimeBBCORSettlement.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.

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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?

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 to, info@SluggerPrimeBBCORSettlement.com, 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, telephone number and email address, and state that you are a Class Member.** 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 **May 6, 2019** to:

Alea v. Wilson Sporting Goods Settlement Administrator
P.O. Box 40401
Louisville, KY 40233-4041

Your Opt-Out letter with your exclusion request must be received by ***Alea v. Wilson Sporting Goods Settlement Administrator*** postmarked no later than **May 6, 2019** to be considered by the Court. The deadlines found in this Notice may be changed by the Court. Please check www.SluggerPrimeBBCORSettlement.com regularly for updates regarding the settlement.

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E. THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

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 FARAH & ANDERSON PLLC
4730 Table Mesa Drive
Suite G-200
Boulder, CO 80305
Tel: (303) 800-9109
Email: wanderson@hfajustice.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. 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 **May 6, 2019**.

Clerk of Court: Everett McKinley Dirksen United States Courthouse
Attn: Clerk of Court, Courtroom 2125
219 South Dearborn Street
Chicago, IL 60604

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

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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; (g) the objector's dated, handwritten signature (an electronic signature or attorney's signature is 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 filed with the Court on or before May 6, 2019. Objections must also be mailed to both:

Defendant's Counsel:

KEY & ASSOCIATES LAW OFFICES
Attn: Jeffery Key
321 N. CLARK STREET, SUITE 500
CHICAGO, ILLINOIS 60654

Class Counsel:

HANDLEY FARAH & ANDERSON PLLC
Attn: William H. Anderson
4730 TABLE MESA DRIVE, SUITE G-200
BOULDER, CO 80305

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 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 **9:30 a.m. on June 4, 2019** at 219 South Dearborn Street, Courtroom 2125, Chicago, IL 60604. 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

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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 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 **May 6, 2019**. 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 **9:30 a.m. on June 4, 2019**. 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
Attn: Jeffery Key
321 N. CLARK STREET, SUITE 500
CHICAGO, ILLINOIS 60654

Class Counsel:

HANDLEY FARAH & ANDERSON PLLC
Attn: William H. Anderson
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 Form at www.SluggerPrimeBBCORSettlement.com. You can also call the toll-free number, 1-866-447-6228 or write the Settlement Administrator at *Alea v. Wilson Sporting Goods* Settlement Administrator, P.O. Box 404041, Louisville, KY 40233-4041. 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 has ordered that all questions be directed to the Settlement Administrator.

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