

If you bought a Wilson-DeMarini 2013 or 2014 White Steel softball bat, you could get a Wilson Voucher from a class action settlement

www.whitesteelsettlement.com

A federal Court authorized this notice. This is not a solicitation from a lawyer.

- Wilson Sporting Goods Co. (“Wilson”) settled a class action lawsuit relating to alleged defects in its DeMarini White Steel 2013 and 2014 model year softball bats (the “13/14 White Steels”). This notice summarizes the proposed Settlement. You can find more information in the Revised Settlement Agreement and Release (the “Agreement”) at www.whitesteelsettlement.com.
- You may receive either: (a) a \$85 Wilson Voucher or (b) a \$35 Wilson Voucher, depending on whether you completed a warranty claim or initiated but did not complete a warranty claim, or did neither but can show proof of purchase of one or more of the 13/14 White Steels between December 23, 2011 to June 6, 2018.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to get a Wilson Voucher.
EXCLUDE YOURSELF	Write to the Claims Administrator to opt out of the Settlement. Get no Voucher. This is the only option that allows you to ever be part of another lawsuit against Wilson about the legal claims in this case.
OBJECT	Write to the Claims Administrator about why you do not like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no Voucher. Give up your rights.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court must decide whether to approve the Settlement. Payments will be made and Vouchers will be provided if the Court approves the Settlement and it becomes final.

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BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve it. This notice explains the lawsuit, the Settlement, your legal rights, the benefits that are available, who is eligible to receive them, and how to get them.

Honorable Josephine L. Staton of the United States District Court for the Central District of California is overseeing this class action. The case is known as *Hiroyuki Oda, et al. v. Wilson Sporting Goods Co.*, Case No. 8:15-cv-02131. The people who sued are called Plaintiffs, and the company they sued, Wilson Sporting Goods Co., is called the Defendant or Wilson.

2. What is this lawsuit about?

The lawsuit claims that the 13/14 White Steels sold by Wilson were defectively designed and manufactured which caused the 13/14 White Steels to fail prematurely. Specifically, the lawsuit contends Wilson violated California and federal laws by failing to disclose the alleged defects and complying with its express warranty.

Wilson contends that the 13/14 White Steels were properly designed and manufactured, and that the vast majority of them did not fail prematurely, and has denied all of the claims in the lawsuit.

3. What is a class action?

In a class action lawsuit, one or more people called Class Representatives (in this case, Hiroyuki Oda and Corey Roth) sue for all people who have similar claims. The people included in the class action are called a Class or Class members. One court resolves the issues for all Class members, except those people who exclude themselves from the Settlement.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. The Settlement avoids the cost and risk of a trial, and offers benefits to those affected. The Class Representatives and their attorneys think the Settlement is in the best interest of the Class.

WHO IS INCLUDED IN THE SETTLEMENT

To see if you can get a Wilson Voucher from this Settlement, you first have to find out if you are a Class member.

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

The Settlement includes individual consumers, exclusive of Wilson, its employees, judges presiding over this case and Plaintiffs' counsel, who purchased one or more new 13/14 White Steels from Wilson or an authorized dealer of Wilson in the United States from December 23, 2011 through June 6, 2018.

6. How do I know if my softball bat is included?

Your softball bat is included in the Settlement if it is either a 2013 or 2014 White Steel, regardless of weight. Your White Steel bat had the model number "WHI13" or "WHI14" printed on the barrel of the bat. These pictures show where to find the model number:

2013 DeMarini White Steel: "WHI13"



2014 DeMarini White Steel: "WHI14"



YOU DO NOT NEED TO HAVE YOUR SOFTBALL BAT. You may still be eligible if you can show proof of purchase of one or more new 13/14 White Steel bat(s) by any available materials in your possession, such as a receipt, credit card statements, pictures, and prior contact with Wilson.

7. Are there exceptions to being included?

People who have a conflict of interest in this case, for example: Class Counsel; the judges who presided over the case; and the Defendant and its subsidiaries, affiliates, employees, officers, directors, agents, representatives, and their family members are not included in the Settlement.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the Settlement provide?

Class members who bought a new 13/14 White Steel and who made and completed a warranty claim with Wilson will receive a \$85 Wilson Voucher. Class members who initiated but did not complete the warranty process and provided Wilson with their contact information, proof of purchase and indicated the White Steel was the reason for their claim will also receive a \$85 Wilson Voucher. Class members who did not start or complete a warranty claim will receive a \$35 Wilson Voucher as long as they can show proof of purchase. Class members must

Questions? Call 1-877-468-0441 or go to www.whitesteelsettlement.com
The deadline to submit your claim is August 20, 2018

properly submit a Claim Form to receive a voucher. The specific claim procedures are described in more detail in Paragraphs 3 and 10 of the Agreement.

9. What can I get from the Settlement?

Class members can get a \$85 Wilson Voucher or a \$35 Wilson Voucher as described above. The Voucher is for use in online purchases of any items available for sale as of the date of purchase on the website of DeMarini (www.demarini.com) or Wilson (www.wilson.com), with reissues of vouchers for “remaining balances” but no cash refunds for any unused value.

10. What am I giving up in exchange for the Settlement?

If the Settlement is approved and becomes final, and you did not exclude yourself, all of the Court’s orders will apply to you and legally bind you. That means you will not be able to sue, continue to sue, or be part of another lawsuit against Wilson for the same claims asserted or which could have been asserted based on the factual allegations raised in the lawsuit. The specific rights you are giving up are called Released Claims. The Released Claims are described in more detail in Paragraph 5 of the Agreement. The Agreement is available at www.whitesteelsettlement.com. If you have questions about the Released Claims or what they mean you can talk to one of the lawyers at the law firms listed in Question 19 for free, or you can talk with your own lawyer.

HOW TO GET A WILSON VOUCHER – SUBMITTING A CLAIM FORM

11. How do I get a Voucher, if qualified?

To get a Voucher from the Settlement you must submit a Claim Form by August 20, 2018. You may get the Claim Form at www.whitesteelsettlement.com. Claim Forms are also available by calling 1-877-468-0441 or writing to the Claims Administrator at the address on page 5. You may complete and submit your Claim Form through website www.whitesteelsettlement.com, by email to info@whitesteelsettlement.com, by fax to 1-866-248-1048, or by mailing it to Wilson-DeMarini 2013/14 White Steel Bats Settlement, c/o KCC Class Action Services, P.O. Box 404000 Louisville, KY 40233-4000.

To be considered valid, your Claim Form must include all of the requested information and your signature and be submitted or postmarked by August 20, 2018. The specific claim procedures are described in more detail in Paragraphs 3 and 10 of the Agreement.

12. When will I get my Voucher, if qualified?

The Court will hold a hearing on October 19, 2018 to decide whether to approve the Settlement. If Judge Staton approves the Settlement, vouchers may be distributed around the end of the year if there are no appeals. It is always uncertain whether the appeals can be resolved and resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Wilson for the same claims in a different lawsuit, you must take steps to get out of the Class. This is called excluding yourself or opting-out of the Class.

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating you want to be excluded from the *Hiroiyuki Oda, et al. v. Wilson Sporting Goods Co.* lawsuit and 13/14 White Steel Settlement. Be sure to include your name, address, telephone number, and your signature. Your letter must be postmarked by August 20, 2018, to: Wilson-DeMarini 2013/14 White Steel Bats Settlement, c/o KCC Class Action Services, P.O. Box 404000 Louisville, KY 40233-4000.

You cannot exclude yourself by phone or email.

14. If I exclude myself, can I get a Voucher from this Settlement?

No. If you exclude yourself, you are telling the Court you do not want to be part of the Class in this Settlement. You can only get a Voucher if you stay in the Class and submit a Claim Form.

**Questions? Call 1-877-468-0441 or go to www.whitesteelsettlement.com
The deadline to submit your claim is August 20, 2018**

15. If I do not exclude myself, can I sue Wilson for the same thing later?

No.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed the law firms of Bisnar | Chase LLP and Dickson Kohan & Bablove LLP to represent you and other Class members. The lawyers are referred to as Class Counsel. You will not be charged for the services of these lawyers in this case. If you want to be represented by your own lawyer, you may hire one at your own expense. Class Counsel can be contacted as shown below:

Class Counsel	
Brian D. Chase Jerusalem F. Beligan Bisnar Chase LLP 1301 Dove Street, Suite 120 Newport Beach, CA 92660	Jesse M. Bablove Dickson Kohan & Bablove LLP 1101 Dove Street, Suite 220 Newport Beach, CA 92660

17. How will the lawyers be paid?

Class Counsel has not been paid for any of their work in this lawsuit. Class Counsel will ask the Court to award them attorneys’ fees and expenses of up to \$440,000. They will also ask the Court for a payment of up to \$5,000 for each of the two named Plaintiffs (for a total of \$10,000), for bringing the lawsuit and representing the Class. The Court may award less than these amounts. All of these amounts, as well as the cost to administer the Settlement, will be paid by Wilson.

OBJECTING TO THE SETTLEMENT

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

18. How do I tell the Court that I do not like the Settlement?

If you are a Class member, you can object to the Settlement. You can give reasons why you think the Court should not approve it. The Court will consider your views before making a decision. Objections must be submitted in writing, and received by the Claims Administrator no later than August 20, 2018. Objections must be signed and include:

- 1) the case name and number (*Hiroyuki Oda, et al. v. Wilson Sporting Goods Co.*, Case No. 8:15-cv-02131);
- 2) your full name, current address, telephone number, and signature;
- 3) an explanation of the basis upon which you claim to be a Settlement Class member and proof you are a Settlement Class member;
- 4) the basis of your objection; and
- 5) a statement confirming whether you intend to personally appear and/or testify at the Fairness Hearing.

If you plan to appear at the Fairness Hearing, you must file with the Claims Administrator a notice of intention to appear no later than August 20, 2018. If you plan to appear with your attorney, you must include their name, address, and telephone number.

Claims Administrator
Wilson-DeMarini 2013/14 White Steel Bats Settlement c/o KCC Class Action Services P.O. Box 404000 Louisville, KY 40233-4000

19. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (do not exclude yourself). Excluding yourself is telling the Court you do not want to be part of the Class. If you exclude yourself, you cannot object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend, but you do not have to.

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

The Court will hold a Fairness Hearing at 2:30 p.m. on October 19, 2018, at the United States District Court for the Central District of California, 411 W. Fourth St., Santa Ana, California, in Courtroom 10A. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Staton will listen to people who have asked to speak at the Fairness Hearing (*see* Question 22). The Court may also decide how much to pay Class Counsel or the two named Plaintiffs. After the Fairness Hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

The Fairness Hearing may be moved to a different time or date without notice. Changes will be posted at www.whitesteelsettlement.com.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Staton may have. You are welcome to attend at your own expense. If you send an objection, you do not have to appear in Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

22. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file a notice of intention to appear with the Claims Administrator (*see* Question 18) by August 20, 2018. Be sure to include your name, address, telephone number, and your signature. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will not get any benefit from this Settlement. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. That means you will give up your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Wilson about the same legal issues raised in this case.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the documents filed with the Court. You can get many of those documents, and a Claim Form, at www.whitesteelsettlement.com.

You may also review the Court's file in this case at the Office of the Clerk, United States District Court for the Central District of California, 411 W. Fourth Street Santa Ana, CA 92701, or via the Public Access to Court Electronic Resources System (PACER), available online at <http://www.pacer.gov>.

You can also call 1-877-468-0441 toll free; write to Wilson-DeMarini 2013/14 White Steel Bats Settlement, c/o KCC Class Action Services, P.O. Box 404000 Louisville, KY 40233-4000; or, contact Class Counsel.