

*Dashnaw, et al. v. New Balance Athletics, Inc.*  
United States District Court for the Southern District of California  
Case No. 3:17-cv-00159-L-JLB

**CLASS ACTION SETTLEMENT NOTICE**

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

**If you purchased any of the New Balance “Made in USA” labeled shoes listed below in California from December 27, 2012 through January 24, 2019, the proposed settlement of a class action lawsuit may affect your rights.**

**Read this Notice carefully because it explains decisions and actions you must take now.**

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>		
<b>DO NOTHING</b>	You get no payment. You give up your rights.	
<b>SUBMIT A CLAIM FORM</b>	This is the only way to get a payment.	The Claim Form, which is attached to this Notice, must be completed and submitted electronically or by mail postmarked no later than <b>June 6, 2019</b> .
<b>EXCLUDE YOURSELF</b>	Exclude yourself from the Settlement. You get no payment under the Settlement. This is the only choice that allows you to sue New Balance on your own about the claims discussed in this Notice.	The Exclusion Form, which is attached to this Notice, must be completed and submitted electronically or by mail postmarked no later than <b>June 6, 2019</b> .
<b>OBJECT TO THE SETTLEMENT</b>	You can write to the Court or appear at the Hearing to state why you disagree with the Settlement or any part of it.	Even if you object, you can submit a Claim Form and get paid. An objection may be in writing, filed with the Court. You are encouraged to file your objection on or before <b>June 14, 2019</b> . An objection may also be raised in person at the Hearing.

## **PART I. WHY DID I RECEIVE THIS NOTICE**

### **1. WHY DID I RECEIVE THIS NOTICE?**

You received this Notice because you may be a Class Member and may be able to receive payment under this class action settlement. This Notice explains the basic terms of the Settlement and your options and rights as a potential Class Member. The Amended Settlement Agreement, and related documents, give greater detail regarding the terms of the Settlement. Instructions for obtaining copies are found in Part VIII below.

### **2. DESCRIPTION OF THIS LAWSUIT**

This is a class action titled *Sheila Dashnaw, et al. v. New Balance Athletics, Inc.*, Case Number 3:17-cv-00159-L-JLB (S.D. Cal) (the “Action”). Plaintiffs Sheila Dashnaw, William Meier, and Sheryl Jones (“Plaintiffs”) allege that New Balance Athletics, Inc. (“New Balance”) violated California consumer protection laws by advertising that some of its shoes are “Made in USA” when they are made from up to 30% non-domestic content. Plaintiffs also allege that New Balance charged a premium for such shoes. In their complaint, Plaintiffs request monetary relief and changes to New Balance’s business practices on their own behalf and on behalf of similarly situated persons. New Balance denies any wrongdoing.

The Court has not ruled on the merits of Plaintiffs’ claims or New Balance’s defenses. Both sides believe that the Settlement is a better result than continuing to litigate, and will provide substantial benefit to the Class. By settling, New Balance does not admit any wrongdoing.

Because the parties decided to settle, the Court will not decide this Action. Instead, the Court has determined on a preliminary basis that certification of a class action is appropriate for purposes of settlement, and that the Settlement is sufficient to warrant a notice to the Class. The Court must still make a final determination, subject to any objections from the Class Members, whether the Settlement is fair, reasonable and adequate.

The Court appointed Plaintiffs as Class Representatives, and Plaintiffs’ attorneys Jason H. Kim of Schneider Wallace Cottrell Konecky Wotkyns LLP and Aubry Wand of The Wand Law

Firm, P.C. as Class Counsel to represent Class Members for purposes of the settlement. Class Counsel can be reached at:

The Wand Law Firm, P.C.  
Aubry Wand  
400 Corporate Pointe, Suite 300  
Culver City, CA 90230  
Telephone: (310) 590-4503

Schneider Wallace Cottrell Konecky & Wotkyns LLP  
Jason H. Kim  
2000 Powell Street, Suite 1400  
Emeryville, CA 94608  
Telephone: (415) 421-7100

Email: [newbalancesettlement@gmail.com](mailto:newbalancesettlement@gmail.com)

The local attorney for New Balance is Garrett K. Sakimae, Fish & Richardson P.C., 12390 El Camino Real, San Diego, CA 92130; Telephone: (858) 678-5070.

The Court also appointed Heffler Claims Group as the Settlement Administrator for purposes of the Settlement. The Settlement Administrator can be reached at: Re: *Dashnaw, et al. v. New Balance Athletics, Inc.*, c/o Settlement Administrator, P.O. Box 42220, Philadelphia, PA 19101-2220, as well as by calling toll free (844) 271-4789 or visiting [www.shoesettlement.com](http://www.shoesettlement.com).

### **3. AM I A MEMBER OF THE CLASS?**

The Class includes all persons who bought any of the “Made in USA” Shoes listed in the table below from New Balance and/or its Authorized Retailers in California from December 27, 2012 through January 24, 2019.

<b>ELIGIBLE NEW BALANCE SHOE MODELS</b>	
601	ML996
M1140	ML997
M1290	MR1105
M1300	MR993
M1400	MW812
M1540	PM15
M1700	PM16
M2040	US574
M3040	US576
M498	US990
M574	US993
M585	US998
M587	W1140

ELIGIBLE NEW BALANCE SHOE MODELS	
M770	W1290
M990	W1400
M991	W1540
M995	W3040
M996	W498
M997	W587
M9975	W990
M998	W998
MK706	WK706
ML1300	WR993
ML1978	WW812

#### 4. IF I'M STILL NOT SURE IF I'M INCLUDED.

If you are not sure if you are a Class Member, you can visit [www.shoesettlement.com](http://www.shoesettlement.com), call (844) 271-4789, or contact Class Counsel, listed in Paragraph 2 above.

## PART II. WHAT ARE MY OPTIONS?

#### 5. WHAT DO I NEED TO DO NOW?

**First**, you must decide whether you wish to remain in the Class *or* exclude yourself from the Class. If you exclude yourself from the Class, you will not be eligible to receive compensation under the Settlement, or object to the Settlement, but you will retain the right to sue New Balance for the claims alleged in the Action. If you wish to exclude yourself from the Class, you must submit an Exclusion Form. For instructions, see Part V below.

**Second**, if you remain in the Class and wish to receive compensation under the Settlement, you must submit a Claim Form. The benefits of the Settlement are explained in Paragraph 8 below. If you disagree with the Settlement, you may also object to the Settlement. You can submit a Claim Form even if you object to the Settlement. Instructions for submitting a Claim Form and objecting are found in Paragraphs 9 and 17 below.

## **6. WHAT DO I GIVE UP IF I CHOOSE TO STAY IN THE CLASS?**

If you choose to stay in the Class, you will release certain claims you may have against New Balance and the Released Parties, as summarized in Paragraph 16 below and fully stated in the Release and Waiver of Claims set forth in Appendix A, below. You will also be bound by the Court orders and judgment issued in this Action. You will not be able to sue or otherwise proceed against New Balance for certain claims related to this Action.

## **7. WHAT IF I DO NOTHING?**

If you are a Class Member and do nothing, you will stay in the Class. You will give up certain rights as indicated in Paragraph 6 above, but you will **not** get any payment from the Settlement. You must complete and timely submit a Claim Form to receive any payment under the Settlement. Instructions for submitting a Claim Form are found in Paragraph 9 below.

## **PART III. SETTLEMENT BENEFITS – WHAT YOU CAN GET**

### **8. WHAT CAN I GET FROM THE SETTLEMENT?**

#### **Monetary Compensation**

The Settlement will provide a fund of \$750,000 that, subject to Court approval, will be used to pay; (i) valid and approved Claims submitted by Class Members; (ii) the costs and expenses associated with this Notice and claims administration in an estimated amount of \$220,000; and (iii) enhancement payments of up to \$5,000 to each of three Plaintiffs for their efforts and assistance in this Action on behalf of the Class. The \$750,000 fund will **not** be used to pay New Balance's attorneys' fees and costs or Class Counsels' attorneys' fees and costs. If the payments are approved by the Court, it is estimated that \$515,000 will be available to pay the claims of Class Members.

The maximum award amount per pair of qualified "Made in USA" shoes purchased is \$10, with a maximum of up to five purchases per person (i.e., \$50) and \$100 per household. However, if the total value of all approved Claims submitted by Class Members exceeds the estimated amount of \$515,000, each eligible Class Member's award will be reduced on a pro rata basis. In

other words, it could be that your award will be reduced by several dollars, depending on the number of qualified claims submitted.

### **Changes to Business Practices**

In addition to monetary compensation, New Balance has agreed to make changes in the marketing and sale of “Made in USA” shoes to more accurately state the domestic content of its shoes, including but not limited to, the following:

- (1) Going forward the hangtag affixed to the “Made in USA” Shoes will no longer include the phrase “Made in the USA” on the front of the tag. On the back, in clear readable font, the hangtag will include the following sentence, or words to similar effect, “New Balance ‘made’ is a premium collection that contains domestic value of 70% or greater” unless and until a change in either federal or California law obviates the need for such clarification
- (2) Going forward shoe boxes for the “Made in USA” Shoes will not include the phrase “Made in the USA” on the outside top panel of the box. New Balance may indicate that the shoes are made in the United States on the side(s) of the shoe box if, on the end and/or side of the shoe box, in clear readable font, it states the following sentence, or words to similar effect, “New Balance ‘made’ is a premium collection that contains domestic value of 70% or greater” unless and until a change in either federal or California law obviates the need for such clarification.

Additional information about the changes to business practices New Balance must implement under the settlement is included in the Amended Settlement Agreement. Instructions for obtaining a copy are found in Part VIII below.

### **9. HOW CAN I MAKE A CLAIM?**

To receive a payment under the Settlement, you **must** send in a Claim Form. A Claim Form and directions set forth as Appendix B, below.. Please read the instructions and certification carefully, and fill out the form completely and accurately. Claim Forms can be submitted electronically at [www.shoesettlement.com](http://www.shoesettlement.com) or by mail to: Re: *Dashnaw, et al. v. New Balance Athletics, Inc.*, c/o Settlement Administrator, PO Box 42220, Philadelphia, PA 19101-2220 postmarked no later than **June 6, 2019**.

### **10. WHAT IS THE CLAIM PROCESS?**

The Settlement Administrator will review each Claim Form. You may be asked to verify your purchase of “Made in USA” Shoes, by providing receipt(s) or other documentation. Failure to respond to a request may result in the denial of your Claim. You will have thirty-five (35) days from the date of the Settlement Administrator’s request to respond. If you submit a valid claim, you will receive payment in the form of a check.

**11. WHEN WILL I GET MY PAYMENT, IF ANY?**

The Court must give final approval to the proposed Settlement before any payments can be made. The hearing to decide whether to finally approve the settlement is set for **July 15, 2019** at **10:30 a.m.** (the “Hearing”). The payment of valid Claims will begin 14 business days after the Settlement is approved and the judgment is final including any relevant appeals (the “Final Settlement Date”). Resolving appeals, if any are filed, takes time, sometimes more than a year. Finally, there remains a possibility that this Settlement may be terminated for other reasons, as explained in the Amended Settlement Agreement. Instructions for obtaining a copy are found in Part VIII below. The payment process must be completed within 180 days of the Final Settlement Date.

**12. WHAT HAPPENS AFTER ALL CLAIMS ARE PROCESSED IF THERE ARE FUNDS REMAINING?**

If there are any funds remaining after all claims are processed, those funds will be distributed in equal parts to Public Justice Foundation and Consumer Federation of California, both of which are non-profit organizations for protection of consumer rights. No funds will be returned to New Balance.

**PART IV. THE LAWYERS REPRESENTING THE CLASS**

**13. DO I HAVE A LAWYER IN THIS CASE?**

The Court appointed Class Counsel to represent Class Members for purposes of the Settlement. Class Counsel is authorized to act on behalf of the Class Members with respect to the Settlement.

You have the right to retain and make an appearance through your own attorney to represent you in this Action, at your own expense, or represent yourself without an attorney. Any Class Member who does not enter an appearance through an attorney or on his or her own behalf will automatically be represented by Class Counsel.

#### **14. HOW WILL THE LAWYERS AND CLASS REPRESENTATIVES IN THE ACTION BE PAID?**

On February 13, 2019, Class Counsel filed a motion for attorneys' fees and costs not to exceed \$650,000 and enhancement payments of up to \$5,000 to each of the three Plaintiffs for their assistance in prosecuting this Action. Any attorney fees and costs and enhancement payments approved by the Court will be paid by New Balance and will not reduce the Settlement relief available to Class Members. You have the right to review the motion before you decide whether to exclude yourself from the Class or object to the Settlement. Instructions for obtaining a copy of the motion are found in Part VIII below.

### **PART V. EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don't want a payment from this Settlement, or you want to keep your right to sue or continue to sue New Balance on your own about the legal claims in this Action, you must exclude yourself from the Class. If you exclude yourself, you will not be able to object to the Settlement.

#### **15. HOW DO I EXCLUDE MYSELF FROM THE CLASS?**

If you want to be excluded from the Class, you must submit an Exclusion Form to the Settlement Administrator. An Exclusion Form as set forth as Appendix C, below.. Exclusion Forms can be submitted electronically at [www.shoesettlement.com](http://www.shoesettlement.com) or by mail to: Re: *Dashnaw, et al. v. New Balance Athletics, Inc.*, c/o Settlement Administrator, PO Box 42220, Philadelphia,



PA 19101-2220, postmarked no later than **June 6, 2019**. If your Exclusion Form is **late or deficient**, it will not be effective to exclude you.

#### **16. CAN I SUE NEW BALANCE LATER?**

If you exclude yourself, you can sue New Balance for any claims you may have against it. If you do not exclude yourself, your right to sue New Balance later will be limited. Upon final approval of the proposed settlement, you will give up the Released Claims as fully stated in Appendix A, below. . In summary, Released Claims are all claims asserted in this Action and any claim based on the identical factual predicate as this Action, *i.e.*, “Made in USA” statement on the shoes listed Paragraph 3 above. In addition, as part of this settlement, all Class Members and/or their representatives who do not exclude themselves are barred and enjoined pending final approval of the settlement from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting, or continuing litigation as class members, putative class members, or otherwise against New Balance (or against any of its related parties or affiliates), and/or from receiving any benefits from any lawsuit, administrative, or regulatory proceeding or order in any jurisdiction asserting any Released Claims.

## **PART VI. OBJECTING TO THE SETTLEMENT**

If you exclude yourself, you have no right to object to the settlement.

If you do not exclude yourself, and you are dissatisfied with the settlement or any part of it, you have the right to object. Objecting is a way of telling the Court that you don’t like something about the Settlement. Even if you object, if you submitted a valid claim, you will still receive compensation under the Settlement. In other words, you can object to the Settlement **and** submit a Claim Form. In addition, you will be bound by the orders and judgment in this Action and you will give up the Released Claims as summarized in Paragraph 16 above.

#### **17. HOW CAN I OBJECT TO THE PROPOSED SETTLEMENT?**

Any Class Member may appear at the Hearing and object to the Settlement (“Objectors”). Objectors may choose to present evidence and/or file briefs relevant to the issues to be heard and determined by the Court. Objectors are encouraged to file any briefs and/or supporting evidence with the Clerk of the Court at United States District Court for the Southern District of California, 333 West Broadway, Suite 420, San Diego, California 92101 no later than **June 14, 2019**.

If you file a written objection, it should state: (1) your full legal name, address, and telephone number; (2) the words “Notice of Objection:” (3) proof of purchase of “Made in USA” Shoes as specified in the Claim Form, Option B, *see* Appendix B, below; (4) the arguments supporting the objection in clear and concise terms; (5) any witness(es) you intend to call to testify at the Hearing; (6) your signature; and (7) attach true and correct copies of any exhibit(s) you intend to offer at the Hearing. You must reference the case name *Dashnaw et al. v. New Balance Athletics, Inc.*, and number 17cv159-L-JLB. Any interested party may file a reply to objections no later than **June 21, 2019**.

## **PART VII. THE FINAL APPROVAL HEARING**

On **July 15, 2019 at 10:30 a.m.**, the Court will hold a Hearing at the United States District Court for the Southern District of California, before the Honorable M. James Lorenz, in Courtroom 5B, Edward J. Schwartz U.S. Courthouse, 221 West Broadway, San Diego, California 92101. At the Hearing, the Court will consider all necessary matters concerning the proposed Settlement, including whether to grant final certification to this Action as a class action for settlement purposes, whether to approve the proposed Settlement as fair, reasonable, and adequate, and whether to grant the motion for attorney’s fees and costs of Class Counsel and for enhancement payments to the Plaintiffs.

### **18. DO I HAVE TO COME TO THE HEARING?**

No. Class Counsel will appear on behalf of all Class Members to answer any questions the Court may have at the Hearing. But you are welcome to attend in person or through your own attorney at your own expense. Please note that the Court may change the date and/or time of the

Hearing and/or the matter may be submitted on the briefs without further notice. If you are planning to attend, you should confirm the date and time before going to the Court.

**19. WHAT DO I HAVE TO DO TO SPEAK AT THE HEARING?**

If you are a member of the Class, and you (or your attorney) want to appear and speak at the Hearing, you (or your attorney) are encouraged to file a Notice of Intent to Appear with the Clerk of the Court at the address listed in Paragraph 17 above, no later than **July 8, 2019**.

**PART VIII. GETTING ADDITIONAL INFORMATION**

This Notice summarizes the proposed Settlement and does not cover all of its terms. The Amended Settlement Agreement and all documents filed in this Action are available for review by visiting the office of the Clerk of Court for the United States District Court for the Southern District of California at 333 West Broadway, Suite 420, San Diego, California 92101 during normal business hours, Monday through Friday, 7:00 a.m. to 6:00 p.m. PST, or accessing the files through the Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.login.uscourts.gov/csologin/login.jsf>. You can also visit [www.shoesettlement.com](http://www.shoesettlement.com), or contact the Settlement Administrator or Class Counsel. Their contact information is found in Paragraph 2 above.

**PLEASE DO NOT CALL THE COURT OR THE CLERK OF THE COURT**

## APPENDIX A

### Release and Waiver of Claims

1. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Order and Final Judgment.
2. “Released Parties” means New Balance, its past, present, and future parent entities (including but not limited to New Balance, Inc., and any intermediary and/or ultimate parent entities), officers, directors, employees, stockholders, agents, attorneys, administrators, successors, suppliers, distributors, reorganized successors, spin-offs, assigns, holding companies, related companies, subsidiaries, affiliates, joint-ventures, partners, members, divisions, predecessors, and Authorized Retailers of “Made in USA” Shoes for resale.
3. In consideration of the Settlement benefits described in this Agreement, Plaintiffs and the other members of the Class, on behalf of themselves, their heirs, guardians, assigns, executors, administrators, predecessors, and/or successors, will fully, finally and forever release, relinquish, acquit, and discharge the Released Parties from – and shall not now or hereafter institute, maintain or assert on their own behalf, on behalf of the Class, or on behalf of any other person or entity – the claims asserted in either the initial or first amended class action complaint filed in this Action, and/or any claim based on the identical factual predicate as any of the claims asserted in this Action. For the avoidance of doubt, the Parties intend this class release to extend to the furthest extent allowed by *Hesse v. Sprint Corporation*, 598 F.3d 581 (9th Cir. 2010). Released Claims do not include any claims that cannot be released as a matter of law.
4. Plaintiffs represent and warrant that they are the sole and exclusive owner of all claims that they personally are releasing under this Agreement. Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action, including without limitation, any claim for benefits, proceeds or value under the Action, and that Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Action or in any benefits, proceeds or values under the Action. Class Members submitting a Claim Form shall represent and warrant therein that they are the sole and exclusive owner of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action, including without limitation, any claim for benefits, proceeds or value under the Action, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Action or in any benefits, proceeds or values under the Action.
5. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements incurred by Plaintiffs' Counsel, or by Plaintiffs or the Class Members.
6. In addition to the Released Claims, the Named Plaintiffs only agree to a general release, which includes a release of any unknown claims that they did not know or suspect to exist in their favor at the time of the general release, which, if known, might have affected their Settlement with, and general release of, the Released Parties. With respect to the general release, the Named Plaintiffs only stipulate and agree that, upon the execution of this Agreement, and by operation of the Final Judgment, they shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the Civil Code of the State of California, which provides that:

“a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Named Plaintiffs only hereby agree that the provisions of all such principles of law or similar federal or state laws, rights, rules, or legal principles are hereby knowingly and voluntarily waived, relinquished and released.
7. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed therein.
8. Plaintiffs and Defendant hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included in any Final Order and Final Judgment entered by the Court.



3099300000000

MUST BE RECEIVED NO LATER THAN JUNE 6, 2019

APPENDIX B

Dashnaw, et al. v. New Balance Athletics, Inc. United States District Court for the Southern District of California Case No. 3:17-cv-00159-L-JLB

For Office Use Only

CLAIM FORM

Use this Claim Form if you bought at least one pair of eligible New Balance "Made in USA" shoes in California between December 27, 2012 to January 24, 2019. The eligible New Balance shoes are listed at the end of this form. Please refer to this list before filling out this form.

Submit this Claim Form to the Settlement Administrator by first class U.S. mail to the address below so that it is postmarked no later than June 6, 2019. Alternatively, you can submit a claim online at www.ShoeSettlement.com no later than June 6, 2019.

Re: Dashnaw v. New Balance Athletics, Inc. c/o Settlement Administrator PO Box 42220 Philadelphia, PA 19101-220

Payment amounts to eligible Class Members will vary depending upon the number of Claim Forms and amounts claimed by all Class Members and other adjustments and deductions as specified in the proposed Settlement. The maximum award amount per pair of "Made in USA" shoes purchased—up to five (5) purchases per person—is \$10. If your claim is approved, it will be paid by check.

CLAIM INFORMATION

Class Member Information

Form with fields for First Name, MI, Last Name, Mailing Address Number and Street, City, State, Zip Code, Telephone Number, and Email Address.

Option A: If you only purchased one pair of "Made in USA" shoes between December 27, 2012 and January 24, 2019, select Option A. If you select Option A, you are not initially required to submit proof of purchase.



3099300000000

**Option B:** If you purchased *more than one pair* of “Made in USA” shoes between December 27, 2012 and January 24, 2019, you may submit a claim for **up to five (5) pairs**. If you want to submit a claim for more than one pair, select Option B. If you select Option B, you are required to submit a proof of purchase.

**You must select either Option A or Option B**

[ ] **Option A** Submit your claim without proof of purchase and receive up to \$10.

Option A: PURCHASE INFORMATION – NEW BALANCE SHOES		
Eligible New Balance Shoe Model	Location Purchased (store/website), City, State	Date of Purchase mm/dd/yyyy
	_____ Store/Website  _____ ST _____ City	____ / ____ / ____

[ ] **Option B** Submit your claim by completing the purchase information below and include a valid proof of purchase for each eligible New Balance Shoe model, up to a total of 5 pairs. Please include one of the following for each:

- a receipt,
- photograph of the eligible New Balance Shoes,
- a photocopy of the purchase order or your credit card statement.

If you do not include proof of purchase your claim may be deemed invalid at the discretion of the Settlement Administrator.

Option B: PURCHASE INFORMATION – NEW BALANCE SHOES			
Eligible New Balance Shoe Models	Quantity Purchased	Location Purchased (store/website), City, State	Date of Purchase mm/dd/yyyy
		_____ Store/Website  _____ ST _____ City	____ / ____ / ____
		_____ Store/Website  _____ ST _____ City	____ / ____ / ____
		_____ Store/Website  _____ ST _____ City	____ / ____ / ____
		_____ Store/Website  _____ ST _____ City	____ / ____ / ____
		_____ Store/Website  _____ ST _____ City	____ / ____ / ____



3099300000000

<b>Option B: PURCHASE INFORMATION – NEW BALANCE SHOES</b>			
Eligible New Balance Shoe Models	Quantity Purchased	Location Purchased (store/website), City, State	Date of Purchase mm/dd/yyyy
		City _____ ST _____	

Please note: The Settlement Administrator may, at its discretion, request proof of purchase to validate your claim even if you choose Option A. The Settlement Administrator may also request additional proof of purchase if you choose Option B. If requested, you must provide proof of purchase within 35 days of such a request or your claim could be reduced or denied.

**AFFIRMATION**

I declare or affirm, under penalty of perjury, that the information in this Claim Form is true and correct to the best of my knowledge and that I purchased the applicable product(s) claimed above between December 27, 2012 and January 24, 2019. I understand that my Claim Form may be subject to audit, verification, and Court review.

\_\_\_\_\_  
Signature

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

**Questions? Visit [www.shoesettlement.com](http://www.shoesettlement.com) or call (844) 271-4789.**

<b>ELIGIBLE NEW BALANCE SHOE MODELS</b>			
601	M587	ML996	W1140
M1140	M770	ML997	W1290
M1290	M990	MR1105	W1400
M1300	M991	MR993	W1540
M1400	M995	MW812	W3040
M1540	M996	PM15	W498
M1700	M997	PM16	W587
M2040	M9975	US574	W990
M3040	M998	US576	W998
M498	MK706	US990	WK706
M574	ML1300	US993	WR993
M585	ML1978	US998	WW812



3099300000000

MUST BE  
POSTMARKED  
NO LATER THAN  
JUNE 6, 2019

APPENDIX C

*Dashnaw, et al. v. New Balance Athletics, Inc.*  
United States District Court for the  
Southern District of California  
Case No. 3:17-cv-00159-L-JLB

For Office Use  
Only

**EXCLUSION FORM**

If you do **not** want to participate in the proposed Settlement, you must sign and fill out this form accurately and in its entirety, and submit it to the Settlement Administrator by first class U.S. mail to the address below so that it is postmarked no later than **June 6, 2019**. Alternatively, you can submit an exclusion online by going to [www.ShoeSettlement.com](http://www.ShoeSettlement.com) no later than **June 6, 2019**.

Re: *Dashnaw v. New Balance Athletics, Inc.*  
c/o Settlement Administrator  
PO Box 42220  
Philadelphia, PA 19101-220

**IT IS MY DECISION TO BE EXCLUDED FROM THE CLASS AND NOT TO RECEIVE ANY MONEY UNDER THE PROPOSED SETTLEMENT.**

I purchased one or more of the “Made in USA” Shoes listed in the table below from New Balance and/or its authorized retailers between December 27, 2012 and January 24, 2019. I received notice of the proposed settlement in this Action. I have decided to be excluded from the Class. I understand that by submitting this Exclusion Form, I will be ineligible to receive any money under the proposed Settlement, and will not be bound by the proposed Settlement.

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Dated

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code





3099300000000

<b>ELIGIBLE NEW BALANCE SHOE MODELS</b>		
601	M995	US576
M1140	M996	US990
M1290	M997	US993
M1300	M9975	US998
M1400	M998	W1140
M1540	MK706	W1290
M1700	ML1300	W1400
M2040	ML1978	W1540
M3040	ML996	W3040
M498	ML997	W498
M574	MR1105	W587
M585	MR993	W990
M587	MW812	W998
M770	PM15	WK706
M990	PM16	WR993
M991	US574	WW812