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16
17 **UNITED STATES DISTRICT COURT**
18 **SOUTHERN DISTRICT OF CALIFORNIA**

19 SHEILA DASHNAW, WILLIAM
20 MEIER, and SHERRYL JONES,
21 individually, and on behalf of all others
similarly situated,

22 Plaintiffs,

23 v.

24 NEW BALANCE ATHLETICS, INC.,
25 a corporation; and DOES 1 through 50,
inclusive,

26 Defendants.

CASE NO.: 17-cv-00159-L-JLB

**JOINT MOTION TO MODIFY
NOTICE PLAN, CLASS NOTICE,
AND SETTLEMENT
IMPLEMENTATION DATES**

**No oral argument unless requested by
the Court**

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 In accordance with Local Rule 7.2, and in connection with the settlement
4 preliminarily approved by the Court, Sheila Dashnaw, William Meir, and Sherryl
5 Jones, on behalf of themselves and the Class (“Plaintiffs”) and New Balance
6 Athletics, Inc. (“New Balance”) (collectively, “the Parties”), jointly submit this
7 motion to modify the proposed notice plan, the class notice, and settlement
8 implementation dates.

9 The modifications requested in this joint motion stem from one issue with
10 respect to the notice plan that arose after the Court granted preliminary approval.
11 Specifically, with respect to the print portion of the notice plan, the increase in word
12 count of the summary notice will, at the suggestion of the Settlement Administrator,
13 require a minor adjustment, by swapping one of the companies providing print
14 notice for another. This is the only proposed change to the notice plan, and the
15 revised notice plan is in all material respects equivalent to the notice plan provided
16 to and already approved by the Court.

17 As a result of this change, the estimated costs to be used from the settlement
18 fund have increased from \$200,000 to \$220,000.¹ The increase of \$20,000 is
19 necessary, and it will not materially impact the amount that will be available to
20 distribute to the Class, as explained below. Assuming the Court approves this
21 change, the Class Notice will need to be revised accordingly. Finally, because the
22 Parties did not want to proceed with providing any notice to the Class before
23 receiving approval from the Court regarding these changes, the settlement
24

25 _____
26 ¹ In the event that the administrative costs exceed \$220,000, Plaintiffs’ counsel have
27 agreed to pay those costs from the amount they are awarded in attorneys’ fees and
28 costs in order to ensure that the amount available for payments to class members is
at least \$515,000.

1 implementation schedule will need to be modified slightly by pushing back relevant
2 dates.

3 Because the terms of the settlement, as preliminarily approved by the Court,
4 remain unchanged in all material respects, the Parties respectfully request that the
5 Court approve the modifications set forth herein.

6 **II. RELEVANT BACKGROUND**

7 On December 7, 2018, Plaintiffs filed their second renewed unopposed
8 motion for preliminary approval. ECF No. 106.

9 On January 24, 2019, the Court granted preliminary approval (the “Order”).
10 ECF No. 108. The Order contained several changes to the Class Notice and also set
11 forth various dates for implementation of the settlement.

12 **III. PROPOSED MODIFICATION TO THE NOTICE PLAN**

13 **A. Changes to the Notice Plan**

14 After receiving the Order, the Parties and the Settlement Administrator,
15 Heffler Claims Group (“Heffler”), diligently began preparing to send notice to the
16 Class. However, during this process, Heffler advised the Parties that due to the
17 increase in the word count to the summary settlement notice, the estimated print
18 advertisement size of a 1/8-page summary notice to be published in the Los Angeles
19 Times would need to be increased to a 1/4 page advertisement, which would result
20 in an increase in costs of \$30,000. *See* Jeanne C. Finegan Declaration (“Finegan
21 Decl.”), ¶¶ 2-3. In order to minimize these costs, while at the same time providing
22 equivalent notice with respect to the print portion of the notice plan, Heffler
23 proposes substituting People Magazine’s California edition for the Los Angeles
24 Times. This switch will save \$10,000, resulting in a net increase of notice costs of
25 \$20,000. *Id.* At the same time, this change will provide a reach of 72 percent, which
26 is actually greater than the 70 percent reach provided under the prior notice plan
27 using the Los Angeles Times print publication. *Id.*, ¶ 4-5. Thus, the proposed
28 revised notice plan is in all material respects equivalent to the previous notice plan,

1 and it is in Heffler's opinion, necessary and appropriate. *Id.*, ¶ 6. Because this is the
 2 only change to the notice plan, the proposed revised notice plan satisfies due process
 3 requirements and requirements of Federal Rule of Civil Procedure 23(c)(2) and
 4 (e)(1), is the best notice practicable under the circumstances, and constitutes due and
 5 sufficient notice to the Class, as already determined by the Court.

6 **B. The Revised Notice Plan Will Not Materially Affect the Amount**
 7 **Available to Distribute to the Class**

8 The revised notice plan is estimated to decrease the settlement common fund
 9 by \$220,000, approximately \$20,000 more than the previous notice plan provided to
 10 and approved by the Court. Finegan Decl., ¶ 3. In Plaintiffs' second renewed
 11 unopposed motion for preliminary approval, Plaintiffs informed the Court that
 12 approximately \$535,000 of the \$750,000 common fund would be available to satisfy
 13 the claims of Settlement Class Members.² Based on this, Plaintiffs estimated that if
 14 there was a 5 percent claims rate, each Class Member would recover \$10; if there
 15 was 10 percent claims rate, each Class Member would receive \$5.43; and if there
 16 was a 15 percent claims rate, each Class Member would receive \$3.62.

17 The increase in costs, which will take a maximum of \$220,000 out of the
 18 common fund, will not significantly reduce the amount of compensation the
 19 Settlement Class can expect to receive. Applying the same assumptions and
 20 calculations as before, but assuming \$515,000 will be available for distribution to
 21 the Class, the following average Settlement Class Member payment can be
 22 expected:

Claims Rate	Number of Claims	Average Payment
5 Percent	49,242	\$10 (\$0.46 remainder goes to <i>cy pres</i>)

26 _____
 27 ² This figure is based on the prior estimate of \$200,000 for the costs of notice and
 28 administration, and the assumption that \$15,000 would be awarded to the three
 Plaintiffs for serving as Class Representatives.

10 Percent	98,484	\$5.23
15 Percent	147,725	\$3.49

As is clear from the foregoing estimates, the amount that each Settlement Class Member can expect to receive based on the additional costs of the revised notice plan is not materially different. Indeed, there will be no practical impact on each Settlement Class Member's recovery if the claims rate is 5 percent or lower. Further, assuming a 10 percent claims rate or higher, the difference in the average payment to Settlement Class Members will likely be under 25 cents.

In sum, the proposed revised notice plan is essential, and it is the most cost-effective notice plan that can be reached. The slight increase in costs of the revised notice plan does not materially impact the amount of compensation that will be paid to each Settlement Class Member. Accordingly, the Parties respectfully request that the Court approve the proposed, revised notice plan.

IV. PROPOSED MODIFICATIONS TO THE CLASS NOTICE

As a result of the minor increase in costs of the notice plan, the Class Notice needs to be modified. Specifically, the long form class notice and the summary class notice both need to be revised to provide an updated estimate of settlement administration costs and therefore the estimated monetary compensation available for disbursement to the Settlement Class. Proposed versions of these notice documents are attached to the Declaration of Aubry Wand as **Exhibits A and B**, respectively. These notice documents include all of the changes the Court had previously made in the Order. In addition, the original dates approved by the Court (as set forth in the Order) have been highlighted in yellow. If the Court grants this joint motion, these dates will be changed in accordance with new dates set by the Court, before proceeding with notice to the Class.

In addition to these changes, the Parties propose one other change to the Class Notice, at the suggestion of Heffler. Specifically, regarding the procedure for Class

1 Members to submit objections, the Parties propose that instead of requiring
2 objectors to submit objections to Heffler *and* file them with the Court, objectors
3 need only file their objections with the Court. This will help streamline the process
4 by eliminating an additional step for Class Members who wish to object to the
5 settlement. For the Court’s convenience, redline versions of these documents are
6 attached to the Declaration of Aubry Wand as **Exhibits C** and **D**, respectively.

7 **V. PROPOSED MODIFICATIONS TO SETTLEMENT**
8 **IMPLEMENTATION DATES**

9 The Parties did not want to proceed with any form of notice to the Class
10 without first informing the Court of these developments, and receiving approval
11 from the Court. As a result, they have not yet disseminated any notice to the Class.
12 However, assuming the Court approves the foregoing changes, they will be prepared
13 to promptly implement the settlement. Accordingly, the Parties propose the
14 following pertinent deadlines, which conform as closely as possible to the deadlines
15 set forth in the Order:

- 16 • Last day for Class Members to submit Claims or Requests for
17 Exclusion: 105 days after the date the Court files an order
18 granting this Motion.
- 19 • Last day to File Motion for Final Approval: 28 days before the
20 final approval hearing.
- 21 • Final Approval Hearing: Approximately 150 days after the date
22 the Court files an order granting this Motion.

23
24 With respect to objections, the Parties propose that any Class Members
25 objecting to the settlement (“Objectors”) may present evidence and/or file briefs, if
26 any, relevant to the issues to be determined by the Court. Objectors are encouraged
27 no later than 105 days after the date the Court files an order granting this Motion to
28 comply with the instructions in the long form notice (Ex. A to the Joint Motion).

1 Any interested party may file and serve a reply to objections, which shall not exceed
2 ten (10) pages in length, no later than 130 days after the date the Court files an order
3 granting this Motion. If a member of the Class intends to speak at the Hearing, he or
4 she is encouraged to file with the Court a Notice of Intent to Appear no later than 7
5 days prior to the Final Approval Hearing.

6 **VI. CONCLUSION**

7 For the foregoing reasons, the Parties jointly request that the Court approve
8 the proposed modifications to the settlement. A proposed order granting this motion
9 is being filed concurrently herewith. With respect to the new settlement
10 implementation dates, the proposed order includes blank spaces for the Court to
11 input appropriate dates based upon the date the Court grants this Joint Motion.

12

13 Dated: February 15, 2019

Respectfully submitted,

14

By: *s/ Aubry Wand*
Aubry Wand

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1 Dated: February 15, 2019

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SIGNATURE CERTIFICATION

Pursuant to Section 2(f)(4) of the Electronic Case Filing Administration Policies and Procedures Manual, I hereby certify that the content of this document is acceptable to Laura B. Najemy, counsel for New Balance Athletics, Inc., and that I have obtained Ms. Najemy’s authorization to affix her electronic signature to this document.

By: s/ Aubry Wand
Aubry Wand

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

SHEILA DASHNAW, WILLIAM MEIER, and SHERRYL JONES, individually, and on behalf of all others similarly situated,)	
)	CASE NO.: 17:cv-00159-L-JLB
)	
Plaintiff,)	Magistrate Judge: Hon. Jill L. Burkhardt
)	
v.)	Judge: Hon. M. James Lorenz
)	
NEW BALANCE ATHLETICS, INC., a corporation: and DOES 1 through 50, inclusive,)	
)	
)	
Defendants.)	
)	

**DECLARATION OF JEANNE C. FINEGAN, APR CONCERNING
MODIFICATIONS TO CLASS MEMBER NOTIFICATION PROGRAM**

I, JEANNE C. FINEGAN declare as follows:

1. I am President and Chief Media Officer of HF Media, LLC, Inc. (“HF”) a division of Heffler Claims Group LLC (“Heffler”). This Declaration is based upon my personal knowledge as well as information provided to me by my associates and staff, including information reasonably relied upon in the fields of advertising media and communications.
2. The purpose of this Declaration is to advise the Court of a necessary adjustment that needs to be made to the print portion of the Notice Program, replacing the *Los Angeles Times*¹ for *People Magazine*. The required modification is due to the increased size of the Summary notice approved by the Court.
3. The original notice program assumed a 1/8-page summary notice to be published in the *Los Angeles Times (hard copy newspaper)* over four consecutive weeks.

¹ As described in my Declaration dated April 23, 2018, the Notice program included a print and online combination of Notice through the Los Angeles Times (hard copy) newspaper and LATimes.com. While we intend to replace the *Los Angeles Times* (hard copy) for *People Magazine* (hard copy) the plan will still include online display ads served on Los Angeles Times digital (LATimes.com).

However, the new Court Approved Summary notice at 1,100 words is more than double the word count that would fit into that ad unit. This will require increasing the ad size to ¼-page, which will increase the overall notice program budget by nearly \$30,000. With the increased Summary Notice content, a more cost-efficient approach, which saves approximately \$10,000, is to publish the Summary notice as a full-page ad in *People Magazine's* California edition². *People Magazine* alone reaches over 18% of the target audience, which increases the overall reach of this proposed Notice Program. Based on this change, the total estimated costs for notice and administration are \$220,000.

4. The rest of the Notice Program remains materially unchanged³ as described in my Declaration, dated April 23, 2018, including the total number of impressions that are planned to be served – 14,000,000. Display banner ads will appear across a previously described whitelist of websites (including LATimes.com) with the same targeting described in my first Declaration. All Google search terms remain the same. All targeting on Facebook and Instagram remain the same.

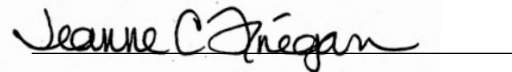
5. The modification to the print component of the Notice Program maintains the integrity and efficiency of the outreach effort while ***increasing*** the target audience reach to 72%, *i.e.*, people who have purchased New Balance Shoes who live in California, with an average frequency of 4 times.

6. In my opinion, the adjustment in the print portion of this Notice Program is particularly appropriate given that it increases the overall program reach from 70% to 72%, while recognizing a significant cost-efficiency to the class.

² *People Magazine* only publishes full-page ads in state and regional editions. This ad unit and its pricing made it less cost efficient than the smaller ad unit in the *Los Angeles Times* selected for the original notice program.

³ Id, paragraph, 23. “HF Media intends to serve over 14 million highly targeted online and social media impressions for this campaign. To ensure the highest degree of quality advertising inventory, HF media will employ, among other tactics, hand-selected whitelists of pre-approved and vetted websites for this campaign and actively monitor for ad fraud in multiple layers, including click fraud and impression fraud. This campaign targets individuals who fit the primary demographic profile of New Balance purchasers, targeting California adults 35+ with a household income of \$75k+ across multiple exchanges as well as New Balance shoe purchasers in California.

I declare under the penalty of perjury, under the laws of the United States of America, that the foregoing is true and correct. Executed on February 12, 2019 in Tigard, Oregon.

A handwritten signature in black ink that reads "Jeanne C. Finegan". The signature is written in a cursive style and is positioned above a horizontal line.

Jeanne C. Finegan, APR

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*Attorneys for Plaintiffs and the
Class*

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

SHEILA DASHNAW, WILLIAM
MEIER, and SHERRYL JONES,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

NEW BALANCE ATHLETICS, INC.,
a corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 3:17-CV-00159-JLB

**DECLARATION OF AUBRY
WAND IN SUPPORT OF JOINT
MOTION TO MODIFY NOTICE
PLAN, CLASS NOTICE, AND
SETTLEMENT
IMPLEMENTATION DATES**

**No oral argument unless requested by
the Court**

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DECLARATION OF AUBRY WAND

I, Aubry Wand, hereby declare as follows:

1. I am an attorney at law, licensed to practice in the State of California. I am the principal of the Wand Law Firm, P.C. I serve as co-counsel of record for Plaintiffs in the above-captioned action. I make this declaration on the basis of personal firsthand knowledge. If called as a witness, I could and would readily and competently testify to all matters stated within.

2. I make this declaration in support of the parties’ Joint Motion to Modify Notice Plan, Class Notice, and Settlement Implementation Dates.

3. True and correct copies of the proposed revised long form class notice and summary class notice are attached hereto as Exhibits A and B, respectively. These notice documents include all of the changes the Court had previously made in its Order Granting Preliminary Approval of the Settlement (ECF No. 108) (“Order”). In addition, the original dates approved by the Court (as set forth in the Order) have been highlighted in yellow. If the Court grants this joint motion, these dates will be changed in accordance with new dates set by the Court, before proceeding with notice to the Class.

4. True and correct copies of redline versions of the proposed revised long form class notice and summary class notice are attached hereto as Exhibits C and D, respectively.

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1 5. After filing the parties’ joint motion, I will email to the Court at its
2 efile address, editable Word versions of a proposed order, and Exhibits A and B.

3
4 I declare under penalty of perjury under the laws of the state of California
5 and the United States of America that the foregoing is true and correct. Executed
6 on February 15, 2019 at Culver City, California.

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8 /s/ Aubry Wand
9 Aubry Wand

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EXHIBIT A

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.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	You get no payment. You give up your rights.	
SUBMIT A CLAIM FORM	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 no later than May 6, 2019 .
EXCLUDE YOURSELF	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 no later than May 6, 2019 .
OBJECT TO THE SETTLEMENT	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 May 6, 2019 . An objection may also be raised in person at the Hearing.

WHAT THIS NOTICE CONTAINS

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PART I. WHY DID I RECEIVE THIS NOTICE 4

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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:

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Email: 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 Heffler Claims Group, Re: *Dashnaw, et al. v. New Balance Athletics, Inc.*, P.O. Box 42220, Philadelphia, PA 19101-2220, as well as by calling toll free (844) 271-4789 or visiting 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.

ELIGIBLE NEW BALANCE SHOE MODELS	
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
M770	W1290
M990	W1400
M991	W1540
M995	W3040
M996	W498

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ELIGIBLE NEW BALANCE SHOE MODELS	
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, 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** (at page 13). 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.

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

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

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

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

8 **Monetary Compensation**

9 The settlement will provide a fund of \$750,000 that, subject to Court approval, will be
10 used to pay (i) valid and approved Claims submitted by Class Members; (ii) the costs and
11 expenses associated with this Notice and claims administration in an estimated amount of
12 \$220,000; and (iii) enhancement payments of up to \$5,000 to each of three Plaintiffs for their
13 efforts and assistance in this Action on behalf of the Class. The \$750,000 fund will **not** be used to
14 pay New Balance’s attorneys’ fees and costs or Class Counsels’ attorneys’ fees and costs. If the
15 payments are approved by the Court, it is estimated that \$515,000 will be available to pay the
16 claims of Class Members.

17 The maximum award amount per pair of qualified “Made in USA” shoes purchased is \$10,
18 with a maximum of up to five purchases per person (i.e., \$50) and \$100 per household. However,
19 if the total value of all approved Claims submitted by Class Members exceeds the estimated
20 amount of \$515,000, each eligible Class Member’s award will be reduced on a pro rata basis. In
21 other words, it could be that your award will be reduced by several dollars, depending on the
22 number of qualified claims submitted.

23 **Changes to Business Practices**

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

- 27 (1) Going forward the hangtag affixed to the “Made in USA” Shoes will no longer include
28 the phrase “Made in the USA” on the front of the tag. On the back, in clear readable

1 font, the hangtag will include the following sentence, or words to similar effect, “New
2 Balance ‘made’ is a premium collection that contains domestic value of 70% or
3 greater” unless and until a change in either federal or California law obviates the need
4 for such clarification

- 5 (2) Going forward shoe boxes for the “Made in USA” Shoes will not include the phrase
6 “Made in the USA” on the outside top panel of the box. New Balance may indicate
7 that the shoes are made in the United States on the side(s) of the shoe box if, on the end
8 and/or side of the shoe box, in clear readable font, it states the following sentence, or
9 words to similar effect, “New Balance ‘made’ is a premium collection that contains
10 domestic value of 70% or greater” unless and until a change in either federal or
11 California law obviates the need for such clarification.

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

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

16 To receive a payment under the settlement, you **must** send in a Claim Form. A Claim
17 Form and directions are attached as **Appendix B** (at page 16). You may also obtain and print a
18 Claim Form at www.shoesettlement.com. Please read the instructions and certification carefully,
19 and fill out the form completely and accurately. Claim Forms can be submitted electronically at
20 www.shoesettlement.com or by mail to Heffler Claims Group, Re: *Dashnaw, et al. v. New*
21 *Balance Athletics, Inc.*, PO Box 42220, Philadelphia, PA 19101-2220 no later than **May 6, 2019**.

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

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

28 **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 **June 10, 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

1 Settlement Date”). Resolving appeals, if any are filed, takes time, sometimes more than a year.
2 Finally, there remains a possibility that this settlement may be terminated for other reasons, as
3 explained in the Amended Settlement Agreement. Instructions for obtaining a copy are found in
4 Part VIII below. The payment process must be completed within 180 days of the Final Settlement
5 Date.

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

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

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

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

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

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

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

23 No later **February 13, 2019**, Class Counsel will file a motion for attorneys’ fees and costs
24 not to exceed \$650,000 and enhancement payments of up to \$5,000 to each of the three Plaintiffs
25 for their assistance in prosecuting this Action. Any attorney fees and costs and enhancement
26 payments approved by the Court will be paid by New Balance and will not reduce the settlement
27 relief available to Class Members. You have the right to review the motion before you decide
28

1 whether to exclude yourself from the Class or object to the settlement. Instructions for obtaining a
2 copy of the motion are found in Part VIII below.

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

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

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

8 If you want to be excluded from the Class, you must submit an Exclusion Form to the
9 Settlement Administrator. An Exclusion Form is attached to this Notice as **Appendix C** (at page
10 20). Exclusion Forms can also be found at www.shoesettlement.com. Exclusion Forms can be
11 submitted electronically at www.shoesettlement.com or by mail to Heffler Claims Group, Re:
12 *Dashnaw, et al. v. New Balance Athletics, Inc.*, PO Box 42220, Philadelphia, PA 19101-2220, no
13 later than **May 6, 2019**. If your Exclusion Form is **late or deficient**, it will not be effective to
14 exclude you.

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

16 If you exclude yourself, you can sue New Balance for any claims you may have against it.
17 If you do not exclude yourself, your right to sue New Balance later will be limited. Upon final
18 approval of the proposed settlement, you will give up the Released Claims as fully stated in
19 **Appendix A** attached at page 13. In summary, Released Claims are all claims asserted in this
20 Action and any claim based on the identical factual predicate as this Action, *i.e.*, "Made in USA"
21 statement on the shoes listed Paragraph 3 above. In addition, as part of this settlement, all Class
22 Members and/or their representatives who do not exclude themselves are barred and enjoined
23 pending final approval of the settlement from filing, commencing, prosecuting, maintaining,
24 intervening in, participating in, conducting, or continuing litigation as class members, putative
25 class members, or otherwise against New Balance (or against any of its related parties or
26 affiliates), and/or from receiving any benefits from any lawsuit, administrative, or regulatory
27 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 **May 6, 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, attached at page 16; (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 **May 30, 2019**.

PART VII. THE FINAL APPROVAL HEARING

On **June 10, 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

1 settlement purposes, whether to approve the proposed settlement as fair, reasonable, and adequate,
2 and whether to grant the motion for attorney’s fees and costs of Class Counsel and for
3 enhancement payments to the Plaintiffs.

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

5 No. Class Counsel will appear on behalf of all Class Members to answer any questions the
6 Court may have at the Hearing. But you are welcome to attend in person or through your own
7 attorney at your own expense. Please note that the Court may change the date and/or time of the
8 Hearing and/or the matter may be submitted on the briefs without further notice. If you are
9 planning to attend, you should confirm the date and time before going to the Court.

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

11 If you are a member of the Class, and you (or your attorney) want to appear and speak at
12 the Hearing, you (or your attorney) are encouraged to file a Notice of Intent to Appear with the
13 Clerk of the Court at the address listed in Paragraph 17 above, no later than **May 6, 2019**.

14 **PART VIII. GETTING ADDITIONAL INFORMATION**

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

24
25 **PLEASE DO NOT CALL THE COURT OR THE CLERK OF THE COURT**
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1 **APPENDIX A**

2 Release and Waiver of Claims

- 3 1. The Parties agree to the following release and waiver, which shall take effect upon entry of
4 the Final Order and Final Judgment.
- 5 2. “Released Parties” means New Balance, its past, present, and future parent entities
6 (including but not limited to New Balance, Inc., and any intermediary and/or ultimate parent
7 entities), officers, directors, employees, stockholders, agents, attorneys, administrators,
8 successors, suppliers, distributors, reorganized successors, spin-offs, assigns, holding
9 companies, related companies, subsidiaries, affiliates, joint-ventures, partners, members,
10 divisions, predecessors, and Authorized Retailers of “Made in USA” Shoes for resale.
- 11 3. In consideration of the Settlement benefits described in this Agreement, Plaintiffs and the
12 other members of the Class, on behalf of themselves, their heirs, guardians, assigns,
13 executors, administrators, predecessors, and/or successors, will fully, finally and forever
14 release, relinquish, acquit, and discharge the Released Parties from – and shall not now or
15 hereafter institute, maintain or assert on their own behalf, on behalf of the Class, or on behalf
16 of any other person or entity – the claims asserted in either the initial or first amended class
17 action complaint filed in this Action, and/or any claim based on the identical factual
18 predicate as any of the claims asserted in this Action. For the avoidance of doubt, the Parties
19 intend this class release to extend to the furthest extent allowed by *Hesse v. Sprint*
20 *Corporation*, 598 F.3d 581 (9th Cir. 2010). Released Claims do not include any claims that
21 cannot be released as a matter of law.
- 22 4. Plaintiffs represent and warrant that they are the sole and exclusive owner of all claims
23 that they personally are releasing under this Agreement. Plaintiffs further acknowledge that
24 they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or
25 encumbered any right, title, interest or claim arising out of or in any way whatsoever
26 pertaining to the Action, including without limitation, any claim for benefits, proceeds or
27 value under the Action, and that Plaintiffs are not aware of anyone other than themselves
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1 claiming any interest, in whole or in part, in the Action or in any benefits, proceeds or
2 values under the Action. Class Members submitting a Claim Form shall represent and
3 warrant therein that they are the sole and exclusive owner of all claims that they personally
4 are releasing under the Settlement and that they have not assigned, pledged, or in any
5 manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or
6 claim arising out of or in any way whatsoever pertaining to the Action, including without
7 limitation, any claim for benefits, proceeds or value under the Action, and that such Class
8 Member(s) are not aware of anyone other than themselves claiming any interest, in whole
9 or in part, in the Action or in any benefits, proceeds or values under the Action.

10 5. Without in any way limiting its scope, and, except to the extent otherwise specified in the
11 Agreement, this Release covers by example and without limitation, any and all claims for
12 attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any
13 other fees, costs, and/or disbursements incurred by Plaintiffs' Counsel, or by Plaintiffs or the
14 Class Members.

15 6. In addition to the Released Claims, the Named Plaintiffs only agree to a general release,
16 which includes a release of any unknown claims that they did not know or suspect to exist
17 in their favor at the time of the general release, which, if known, might have affected their
18 Settlement with, and general release of, the Released Parties. With respect to the general
19 release, the Named Plaintiffs only stipulate and agree that, upon the execution of this
20 Agreement, and by operation of the Final Judgment, they shall be deemed to have expressly
21 waived and relinquished, to the fullest extent permitted by law, the provisions, rights and
22 benefits of Section 1542 of the Civil Code of the State of California, which provides that:

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

26 Named Plaintiffs only hereby agree that the provisions of all such principles of law or similar
27 federal or state laws, rights, rules, or legal principles are hereby knowingly and voluntarily
28 waived, relinquished and released.

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- 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.

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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

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 at www.shoesettlement.com **or** by first class U.S. mail to the address below no later than **May 6, 2019**.

Heffler Claims Group
 Re: *Dashnaw v. New Balance Athletics, Inc.*
 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	
Name:	
Mailing Address:	
City:	<div style="text-align: center; border-bottom: 1px solid black;">Number and Street</div>
State:	<div style="text-align: center; border-bottom: 1px solid black;">Zip Code</div>
Telephone Number:	E-Mail 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.

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.

<i>Option A:</i>		
<i>PURCHASE INFORMATION – NEW BALANCE SHOES</i>		
<i>Eligible New Balance Shoe Model</i>	<i>Location Purchased (store/website), City, State</i>	<i>Date of Purchase mm/dd/yyyy</i>
		___ / ___ / ___

[] 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.

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

<i>Eligible New Balance Shoe Models</i>	<i>Quantity Purchased</i>	<i>Location Purchased (store/website), City, State</i>	<i>Date of Purchase mm/dd/yyyy</i>
			___ / ___ / ___
			___ / ___ / ___

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 or call (844) 271-4789.

ELIGIBLE NEW BALANCE SHOE MODELS	
601	ML996
M1140	ML997
M1290	MR1105
M1300	MR993
M1400	MW812
M1540	PM15
M1700	PM16

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ELIGIBLE NEW BALANCE SHOE MODELS	
M2040	US574
M3040	US576
M498	US990
M574	US993
M585	US998
M587	W1140
M770	W1290
M990	W1400
M991	W1540
M995	W3040
M996	W498
M997	W587
M9975	W990
M998	W998
MK706	WK706
ML1300	WR993
ML1978	WW812

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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

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 at www.shoesettlement.com **or** by first class U.S. mail to the address below no later than **May 6, 2019**.

Heffler Claims Group
 Re: *Dashnaw v. New Balance Athletics, Inc.*
 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.

ELIGIBLE NEW BALANCE SHOE MODELS	
601	ML996
M1140	ML997
M1290	MR1105
M1300	MR993
M1400	MW812
M1540	PM15
M1700	PM16
M2040	US574
M3040	US576
M498	US990

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ELIGIBLE NEW BALANCE SHOE MODELS	
M574	US993
M585	US998
M587	W1140
M770	W1290
M990	W1400
M991	W1540
M995	W3040
M996	W498
M997	W587
M9975	W990
M998	W998
MK706	WK706
ML1300	WR993
ML1978	WW812

DATED: _____ (Signature)

(Address)

(Type or Print Name)

(City, State, Zip)

EXHIBIT 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

SUMMARY CLASS ACTION SETTLEMENT NOTICE

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

If you purchased New Balance “Made in USA” labeled shoes, a proposed class action settlement may affect your rights. Read this notice carefully because it explains decisions and actions you must take now.

ARE YOU AFFECTED?

You may be a class member if you purchased at least one pair of eligible New Balance shoe models labeled as “Made in USA” from December 27, 2012 through January 24, 2019. A list of eligible shoe models can be found at www.shoesettlement.com.

WHAT IS THIS CASE ABOUT?

This lawsuit claims that New Balance violated certain consumer protection laws in the marketing, labeling, and sale of its “Made in USA” Shoes. New Balance denies it did anything wrong. The court did not decide which side was right. Instead, the parties decided to settle.

WHAT DOES THIS SETTLEMENT PROVIDE?

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; and (iii) enhancement payments to named plaintiffs for their assistance in this lawsuit on behalf of the class. If these payments are approved by the court, it is estimated that \$515,000 will be available to satisfy the claims of class members. The maximum payment to each class member is \$10 for each pair of qualifying shoes, with a maximum of \$50 per person and \$100 per household. The amount may decrease pro rata, if the total number of valid claims exceeds \$515,000.

Changes to Business Practices

Under the settlement, New Balance must change the way it labels its shoes as “Made in USA.”

HOW DO YOU ASK FOR A PAYMENT?

To get a payment under the settlement, you **must submit** a claim form that includes information about your purchase of qualifying shoes. Claim forms can be found at www.shoesettlement.com.

Claim Forms must be submitted no later than **May 6, 2019** online at www.shoesettlement.com or by mail to Heffler Claims Group, Re: *Dashnaw, et al. v. New Balance Athletics, Inc.*, PO Box 42220, Philadelphia, PA 19101-2220.

WHAT ARE YOUR OPTIONS?

If you purchased a qualifying pair of shoes, you may (1) do nothing; (2) send in your claim; (3) exclude yourself; and/or (4) object to the settlement.

If you do nothing, you will not receive any payment from the settlement, however, you will be bound by the settlement's release and waiver of claims summarized below in the paragraph titled "What Do You Give up If You Stay in the Class?"

If you want to receive a payment from the settlement, you must send in your claim as instructed above. You will be bound by the settlement's release and waiver of claims summarized below in the paragraph titled "What Do You Give up If You Stay in the Class?"

If you don't want to be bound by the settlement, you must submit a form that states you want to be excluded from this class action lawsuit. If you exclude yourself, you will not get a payment from the settlement, but you will preserve all rights to sue New Balance on your own.

Exclusion forms can be found at www.shoesettlement.com. They must be submitted no later than **May 6, 2019** online at www.shoesettlement.com or by mail to Heffler Claims Group, Re: *Dashnaw, et al. v. New Balance Athletics, Inc.*, P.O. Box 42220, Philadelphia, PA 19101-2220.

If you do **not** exclude yourself, you may object to the settlement or any part of it. Even if you object, you can still receive payment from the settlement, if you timely submit your claim. If you wish to object, you should file your objection with the court no later than **May 6, 2019**. For instructions about how to object, refer to the section below titled "How Can You Get More Information?"

WHAT DO YOU GIVE UP IF YOU STAY IN THE CLASS?

If you do **not** exclude yourself, by doing nothing, submitting a claim form, or objecting to the settlement, you will give up your right to sue New Balance on your own for any claims based on the qualifying shoe purchases.

The complete Release and Waiver of Claims provision is included in the Amended Settlement Agreement. For instructions to access it, refer to the section below, titled "How Can You Get More Information?"

LEGAL REPRESENTATION

The court has appointed Jason H. Kim of Schneider Wallace Cottrell Konecky Wotkyns LLP and Aubry Wand of The Wand Law Firm, P.C. to represent the class for purposes of the settlement. You have the right to retain your own attorney to represent you in this lawsuit 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.

THE COURT WILL HOLD A HEARING on **June 10, 2019 at 10:30 a.m.** in 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, located at 221 West Broadway, San Diego, California 92101. The court will consider certification of this lawsuit 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 attorneys' fees and costs of up to \$650,000 to class counsel, and enhancement payments of up to \$5,000 to each of the three named plaintiffs for their assistance in this lawsuit on behalf of the class. The motion for attorneys' fees and costs and enhancement payments will be available for review before you decide whether to exclude yourself or object. For instructions how to access it, refer to the section below, titled "How Can

You Get More Information?” You may appear at the hearing, but you don’t have to. If you do not appear, you will be represented by class counsel.

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 in advance.

HOW CAN YOU GET MORE INFORMATION?

For more information, and to obtain copies of the full-length notice of the class action settlement, the Amended Settlement Agreement and other documents filed in this lawsuit, you can visit the settlement website www.shoesettlement.com, call toll free (844) 271-4789, write to Heffler Claims Group, Re: *Dashnaw, et al. v. New Balance Athletics, Inc.*, P.O. Box 42220, Philadelphia, PA 19101-2220, or contact the class counsel at the information listed on the settlement website.

EXHIBIT 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

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.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:		
DO NOTHING	You get no payment. You give up your rights.	
SUBMIT A CLAIM FORM	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 no later than May 6, 2019 .
EXCLUDE YOURSELF	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 no later than May 6, 2019 .
OBJECT TO THE SETTLEMENT	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 May 6, 2019 . An objection may also be raised in person at the Hearing.

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QUESTIONS? VISIT WWW.SHOESSETTLEMENT.COM OR CALL, TOLL-FREE, (844) 271-4789.

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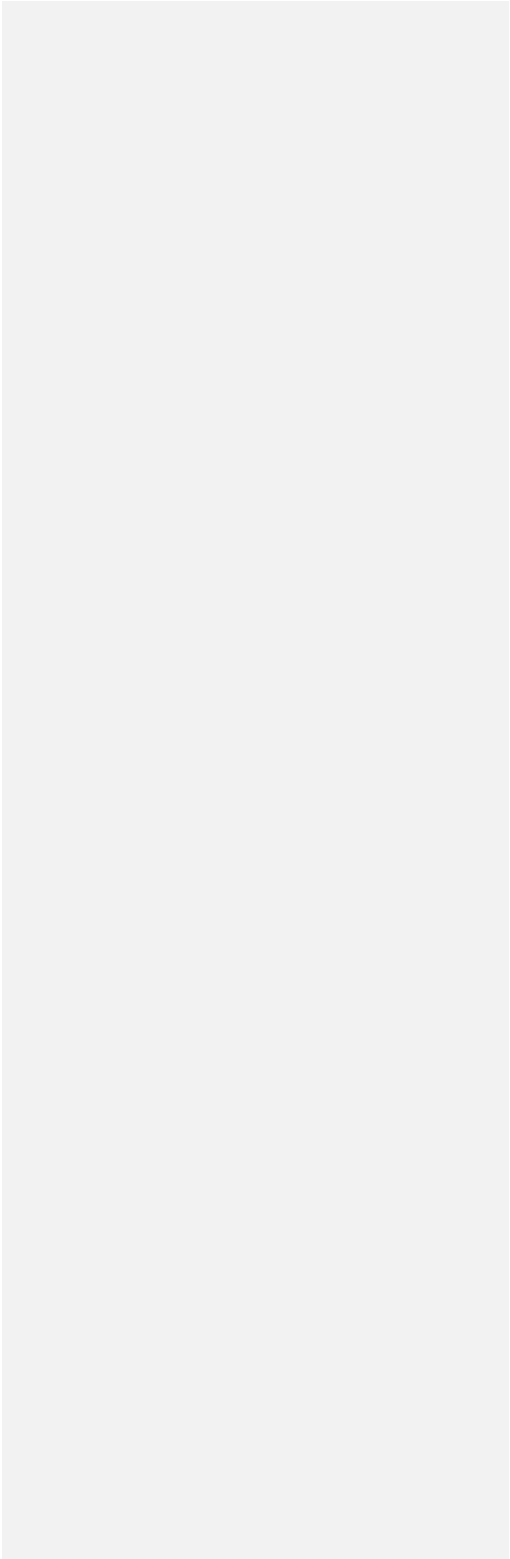
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PART I. WHY DID I RECEIVE THIS NOTICE

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:

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The Wand Law Firm, P.C. Schneider Wallace Cottrell Konecky & Wotkyns LLP
Aubry Wand Jason H. Kim
400 Corporate Pointe, Suite 300 2000 Powell Street, Suite 1400
Culver City, CA 90230 Emeryville, CA 94608
Telephone: (310) 590-4503 Telephone: (415) 421-7100

Email: 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 Heffler Claims Group, Re: *Dashnaw, et al. v. New Balance Athletics, Inc.*, P.O. Box 42220, Philadelphia, PA 19101-2220, as well as by calling toll free (844) 271-4789 or visiting 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.

ELIGIBLE NEW BALANCE SHOE MODELS	
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
M770	W1290
M990	W1400
M991	W1540
M995	W3040
M996	W498

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ELIGIBLE NEW BALANCE SHOE MODELS	
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, 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** (at page 13). 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.

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

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

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

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

8 **Monetary Compensation**

9 The settlement will provide a fund of \$750,000 that, subject to Court approval, will be
10 used to pay (i) valid and approved Claims submitted by Class Members; (ii) the costs and
11 expenses associated with this Notice and claims administration in an estimated amount of
12 \$220,000; and (iii) enhancement payments of up to \$5,000 to each of three Plaintiffs for their
13 efforts and assistance in this Action on behalf of the Class. The \$750,000 fund will **not** be used to
14 pay New Balance’s attorneys’ fees and costs or Class Counsels’ attorneys’ fees and costs. If the
15 payments are approved by the Court, it is estimated that \$515,000 will be available to pay the
16 claims of Class Members.

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17 The maximum award amount per pair of qualified “Made in USA” shoes purchased is \$10,
18 with a maximum of up to five purchases per person (i.e., \$50) and \$100 per household. However,
19 if the total value of all approved Claims submitted by Class Members exceeds the estimated
20 amount of \$515,000, each eligible Class Member’s award will be reduced on a pro rata basis. In
21 other words, it could be that your award will be reduced by several dollars, depending on the
22 number of qualified claims submitted.

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23 **Changes to Business Practices**

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

- 27 (1) Going forward the hangtag affixed to the “Made in USA” Shoes will no longer include
28 the phrase “Made in the USA” on the front of the tag. On the back, in clear readable

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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 are attached as **Appendix B** (at page 16). You may also obtain and print a Claim Form at www.shoesettlement.com. 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 or by mail to Heffler Claims Group, Re: *Dashnaw, et al. v. New Balance Athletics, Inc.*, PO Box 42220, Philadelphia, PA 19101-2220 no later than **May 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 **June 10, 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

1 Settlement Date”). Resolving appeals, if any are filed, takes time, sometimes more than a year.
2 Finally, there remains a possibility that this settlement may be terminated for other reasons, as
3 explained in the Amended Settlement Agreement. Instructions for obtaining a copy are found in
4 Part VIII below. The payment process must be completed within 180 days of the Final Settlement
5 Date.

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

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

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

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

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

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

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

23 No later **February 13, 2019**, Class Counsel will file a motion for attorneys’ fees and costs
24 not to exceed \$650,000 and enhancement payments of up to \$5,000 to each of the three Plaintiffs
25 for their assistance in prosecuting this Action. Any attorney fees and costs and enhancement
26 payments approved by the Court will be paid by New Balance and will not reduce the settlement
27 relief available to Class Members. You have the right to review the motion before you decide
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1 whether to exclude yourself from the Class or object to the settlement. Instructions for obtaining a
2 copy of the motion are found in Part VIII below.

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

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

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

8 If you want to be excluded from the Class, you must submit an Exclusion Form to the
9 Settlement Administrator. An Exclusion Form is attached to this Notice as **Appendix C** (at page
10 20). Exclusion Forms can also be found at www.shoesettlement.com. Exclusion Forms can be
11 submitted electronically at www.shoesettlement.com or by mail to Heffler Claims Group, Re:
12 *Dashnaw, et al. v. New Balance Athletics, Inc.*, PO Box 42220, Philadelphia, PA 19101-2220, no
13 later than **May 6, 2019**. If your Exclusion Form is **late or deficient**, it will not be effective to
14 exclude you.

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

16 If you exclude yourself, you can sue New Balance for any claims you may have against it.
17 If you do not exclude yourself, your right to sue New Balance later will be limited. Upon final
18 approval of the proposed settlement, you will give up the Released Claims as fully stated in
19 **Appendix A** attached at page 13. In summary, Released Claims are all claims asserted in this
20 Action and any claim based on the identical factual predicate as this Action, *i.e.*, "Made in USA"
21 statement on the shoes listed Paragraph 3 above. In addition, as part of this settlement, all Class
22 Members and/or their representatives who do not exclude themselves are barred and enjoined
23 pending final approval of the settlement from filing, commencing, prosecuting, maintaining,
24 intervening in, participating in, conducting, or continuing litigation as class members, putative
25 class members, or otherwise against New Balance (or against any of its related parties or
26 affiliates), and/or from receiving any benefits from any lawsuit, administrative, or regulatory
27 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 May 6, 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, attached at page 16; (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 [May 30, 2019](#).

PART VII. THE FINAL APPROVAL HEARING

On [June 10, 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

Deleted: submit any briefs and/or supporting evidence to the Settlement Administrator electronically at www.shoesettlement.com or by mail to Heffler Claims Group, Re: *Dashnaw, et al. v. New Balance Athletics, Inc.*, P.O. Box 42220, Philadelphia, PA 19101-2220 no later than **May 6, 2019**, and

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1 settlement purposes, whether to approve the proposed settlement as fair, reasonable, and adequate,
2 and whether to grant the motion for attorney’s fees and costs of Class Counsel and for
3 enhancement payments to the Plaintiffs.

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

5 No. Class Counsel will appear on behalf of all Class Members to answer any questions the
6 Court may have at the Hearing. But you are welcome to attend in person or through your own
7 attorney at your own expense. Please note that the Court may change the date and/or time of the
8 Hearing and/or the matter may be submitted on the briefs without further notice. If you are
9 planning to attend, you should confirm the date and time before going to the Court.

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

11 If you are a member of the Class, and you (or your attorney) want to appear and speak at
12 the Hearing, you (or your attorney) are encouraged to file a Notice of Intent to Appear with the
13 Clerk of the Court at the address listed in Paragraph 17 above, no later than **May 6, 2019**.

Deleted: and deliver it to the Settlement Administrator at the address listed in Paragraph 2 above,

14 **PART VIII. GETTING ADDITIONAL INFORMATION**

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

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

1 claiming any interest, in whole or in part, in the Action or in any benefits, proceeds or
2 values under the Action. Class Members submitting a Claim Form shall represent and
3 warrant therein that they are the sole and exclusive owner of all claims that they personally
4 are releasing under the Settlement and that they have not assigned, pledged, or in any
5 manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or
6 claim arising out of or in any way whatsoever pertaining to the Action, including without
7 limitation, any claim for benefits, proceeds or value under the Action, and that such Class
8 Member(s) are not aware of anyone other than themselves claiming any interest, in whole
9 or in part, in the Action or in any benefits, proceeds or values under the Action.

10 5. Without in any way limiting its scope, and, except to the extent otherwise specified in the
11 Agreement, this Release covers by example and without limitation, any and all claims for
12 attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any
13 other fees, costs, and/or disbursements incurred by Plaintiffs' Counsel, or by Plaintiffs or the
14 Class Members.

15 6. In addition to the Released Claims, the Named Plaintiffs only agree to a general release,
16 which includes a release of any unknown claims that they did not know or suspect to exist
17 in their favor at the time of the general release, which, if known, might have affected their
18 Settlement with, and general release of, the Released Parties. With respect to the general
19 release, the Named Plaintiffs only stipulate and agree that, upon the execution of this
20 Agreement, and by operation of the Final Judgment, they shall be deemed to have expressly
21 waived and relinquished, to the fullest extent permitted by law, the provisions, rights and
22 benefits of Section 1542 of the Civil Code of the State of California, which provides that:

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

26 Named Plaintiffs only hereby agree that the provisions of all such principles of law or similar
27 federal or state laws, rights, rules, or legal principles are hereby knowingly and voluntarily
28 waived, relinquished and released.

1 7. Nothing in this Release shall preclude any action to enforce the terms of the Agreement,
2 including participation in any of the processes detailed therein.

3 8. Plaintiffs and Defendant hereby agree and acknowledge that the provisions of this Release
4 together constitute an essential and material term of the Agreement and shall be included in
5 any Final Order and Final Judgment entered by the Court.
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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

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 at www.shoesettlement.com **or** by first class U.S. mail to the address below no later than **May 6, 2019**.

Heffler Claims Group
 Re: *Dashnaw v. New Balance Athletics, Inc.*
 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	
Name:	
Mailing Address:	
City:	Number and Street
State:	Zip Code:
Telephone Number:	E-Mail 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.

1 **Option B:** If you purchased *more than one pair* of “Made in USA” shoes between December
 2 27, 2012 and January 24, 2019, you may submit a claim for **up to five (5) pairs**. If you want
 3 to submit a claim for more than one pair, select Option B. If you select Option B, you are
 4 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.

<i>Option A:</i>		
<i>PURCHASE INFORMATION – NEW BALANCE SHOES</i>		
<i>Eligible New Balance Shoe Model</i>	<i>Location Purchased (store/website), City, State</i>	<i>Date of Purchase mm/dd/yyyy</i>
		___/___/___ __

[] 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.

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

<i>Eligible New Balance Shoe Models</i>	<i>Quantity Purchased</i>	<i>Location Purchased (store/website), City, State</i>	<i>Date of Purchase mm/dd/yyyy</i>
			___/___/___
			___/___/___

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 or call (844) 271-4789.

ELIGIBLE NEW BALANCE SHOE MODELS	
601	ML996
M1140	ML997
M1290	MR1105
M1300	MR993
M1400	MW812
M1540	PM15
M1700	PM16

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ELIGIBLE NEW BALANCE SHOE MODELS	
M2040	US574
M3040	US576
M498	US990
M574	US993
M585	US998
M587	W1140
M770	W1290
M990	W1400
M991	W1540
M995	W3040
M996	W498
M997	W587
M9975	W990
M998	W998
MK706	WK706
ML1300	WR993
ML1978	WW812

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

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 at www.shoesettlement.com **or** by first class U.S. mail to the address below no later than **May 6, 2019**.

Heffler Claims Group
 Re: *Dashnaw v. New Balance Athletics, Inc.*
 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.

ELIGIBLE NEW BALANCE SHOE MODELS	
601	ML996
M1140	ML997
M1290	MR1105
M1300	MR993
M1400	MW812
M1540	PM15
M1700	PM16
M2040	US574
M3040	US576
M498	US990

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ELIGIBLE NEW BALANCE SHOE MODELS	
M574	US993
M585	US998
M587	W1140
M770	W1290
M990	W1400
M991	W1540
M995	W3040
M996	W498
M997	W587
M9975	W990
M998	W998
MK706	WK706
ML1300	WR993
ML1978	WW812

DATED: _____ (Signature)
 _____ (Address)
 _____ (Type or Print Name)
 _____ (City, State, Zip)

EXHIBIT D

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

SUMMARY CLASS ACTION SETTLEMENT NOTICE

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

If you purchased New Balance “Made in USA” labeled shoes, a proposed class action settlement may affect your rights. Read this notice carefully because it explains decisions and actions you must take now.

ARE YOU AFFECTED?

You may be a class member if you purchased at least one pair of eligible New Balance shoe models labeled as “Made in USA” from December 27, 2012 through January 24, 2019. A list of eligible shoe models can be found at www.shoesettlement.com.

WHAT IS THIS CASE ABOUT?

This lawsuit claims that New Balance violated certain consumer protection laws in the marketing, labeling, and sale of its “Made in USA” Shoes. New Balance denies it did anything wrong. The court did not decide which side was right. Instead, the parties decided to settle.

WHAT DOES THIS SETTLEMENT PROVIDE?

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; and (iii) enhancement payments to named plaintiffs for their assistance in this lawsuit on behalf of the class. If these payments are approved by the court, it is estimated that \$515,000 will be available to satisfy the claims of class members. The maximum payment to each class member is \$10 for each pair of qualifying shoes, with a maximum of \$50 per person and \$100 per household. The amount may decrease pro rata, if the total number of valid claims exceeds \$515,000.

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Changes to Business Practices

Under the settlement, New Balance must change the way it labels its shoes as “Made in USA.”

HOW DO YOU ASK FOR A PAYMENT?

To get a payment under the settlement, you **must submit** a claim form that includes information about your purchase of qualifying shoes. Claim forms can be found at www.shoesettlement.com.

Claim Forms must be submitted no later than **May 6, 2019** online at www.shoesettlement.com or by mail to Heffler Claims Group, Re: *Dashnaw, et al. v. New Balance Athletics, Inc.*, PO Box 42220, Philadelphia, PA 19101-2220.

WHAT ARE YOUR OPTIONS?

If you purchased a qualifying pair of shoes, you may (1) do nothing; (2) send in your claim; (3) exclude yourself; and/or (4) object to the settlement.

If you do nothing, you will not receive any payment from the settlement, however, you will be bound by the settlement's release and waiver of claims summarized below in the paragraph titled "What Do You Give up If You Stay in the Class?"

If you want to receive a payment from the settlement, you must send in your claim as instructed above. You will be bound by the settlement's release and waiver of claims summarized below in the paragraph titled "What Do You Give up If You Stay in the Class?"

If you don't want to be bound by the settlement, you must submit a form that states you want to be excluded from this class action lawsuit. If you exclude yourself, you will not get a payment from the settlement, but you will preserve all rights to sue New Balance on your own.

Exclusion forms can be found at www.shoesettlement.com. They must be submitted no later than **May 6, 2019** online at www.shoesettlement.com or by mail to Heffler Claims Group, Re: *Dashnaw, et al. v. New Balance Athletics, Inc.*, P.O. Box 42220, Philadelphia, PA 19101-2220.

If you do **not** exclude yourself, you may object to the settlement or any part of it. Even if you object, you can still receive payment from the settlement, if you timely submit your claim. If you wish to object, you should file your objection with the court no later than **May 6, 2019**. For instructions about how to object, refer to the section below titled "How Can You Get More Information?"

Deleted: and submit it online at www.shoesettlement.com or by mail to Heffler Claims Group, Re: *Dashnaw, et al. v. New Balance Athletics, Inc.*, P.O. Box 42220, Philadelphia, PA 19101-2220

WHAT DO YOU GIVE UP IF YOU STAY IN THE CLASS?

If you do **not** exclude yourself, by doing nothing, submitting a claim form, or objecting to the settlement, you will give up your right to sue New Balance on your own for any claims based on the qualifying shoe purchases.

The complete Release and Waiver of Claims provision is included in the Amended Settlement Agreement. For instructions to access it, refer to the section below, titled "How Can You Get More Information?"

LEGAL REPRESENTATION

The court has appointed Jason H. Kim of Schneider Wallace Cottrell Konecky Wotkyns LLP and Aubry Wand of The Wand Law Firm, P.C. to represent the class for purposes of the settlement. You have the right to retain your own attorney to represent you in this lawsuit 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.

THE COURT WILL HOLD A HEARING on **June 10, 2019 at 10:30 a.m.** in 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, located at 221 West Broadway, San Diego, California 92101. The court will consider certification of this lawsuit 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 attorneys' fees and costs of up to \$650,000 to class counsel, and enhancement payments of up to \$5,000 to each of the three named plaintiffs for their assistance in this lawsuit on behalf of the class. The motion for attorneys' fees and costs and enhancement payments will be available for review before you decide whether to exclude yourself or object. For instructions how to access it, refer to the section below, titled "How Can

You Get More Information?” You may appear at the hearing, but you don’t have to. If you do not appear, you will be represented by class counsel.

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 in advance.

HOW CAN YOU GET MORE INFORMATION?

For more information, and to obtain copies of the full-length notice of the class action settlement, the Amended Settlement Agreement and other documents filed in this lawsuit, you can visit the settlement website www.shoesettlement.com, call toll free (844) 271-4789, write to Heffler Claims Group, Re: *Dashnaw, et al. v. New Balance Athletics, Inc.*, P.O. Box 42220, Philadelphia, PA 19101-2220, or contact the class counsel at the information listed on the settlement website.