

SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF SAN DIEGO

If you bought Bearpaw Lassen WP hiking boots at a Big 5 Sporting Goods store in the State of California between January 25, 2012 and October 20, 2017, your rights may be affected by a class action settlement.

For customers who purchased Bearpaw Lassen WP men’s or women’s hiking boots from Big 5 stores in California between January 25, 2012 and October 20, 2017, the settlement provides a Cash Payment of \$5.00 or a Merchandise Voucher for \$7.50 toward any purchase of goods at a Big 5 Sporting Goods store in California. These amounts are subject to potential adjustment by the Court and Merchandise Vouchers are subject to the terms and limitations contained in the Merchandise Voucher.

Please read this Notice carefully and in its entirety. Your rights, whether you act, or don’t act, will be affected by the settlement of this case.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to get a Cash Award or Merchandise Voucher.
DO NOTHING	If you do nothing you will be bound by the Settlement, and you will release any claims you might have against Big 5 Corp. for the claims that this Settlement resolves. You will not receive a Cash Award or Merchandise Voucher.
EXCLUDE YOURSELF	You will not receive a Cash Award or Merchandise Voucher and will not release any claims that you may have against Big 5 Corp. related to the claims that this Settlement resolves.
OBJECT	File a written objection with the Court explaining the legal and factual arguments supporting the objection, including an attestation under the penalty of perjury of facts demonstrating that you are a Class Member.
GO TO A HEARING	Speak in Court about the fairness of the Settlement.

These rights and options – **and the deadlines to exercise them** – are explained in more detail in this Notice.

The Court in charge of this case still has to decide whether to approve the Settlement. The relief provided to Class Members will be provided only after the Court approves the Settlement and after any appeals are resolved.

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BASIC INFORMATION

1. Why did you receive this notice?

You received this Notice because a settlement has been reached in this Action. You may have purchased Bearpaw Lassen WP men's or women's hiking boots at a Big 5 store in California. You are being provided this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves it, and after objections and appeals are resolved, Class Members who submit a valid Claim Form will receive one of the following benefits under the settlement, subject to potential adjustment by the Court:

- (1) If you request and submit a valid, timely Claim Form, you may request to receive a Cash Award of \$5.00. Only one Claim Form may be submitted per customer. To receive a Cash Award, Class Members must also submit proof of purchase showing purchase during the class period of the Bearpaw Lassen WP men's or women's hiking boots at a Big 5 Sporting Goods store in California along with the Claim Form. Each Class Member may receive only one cash award and each receipt may only be used once; **or**
- (2) If you request and submit a valid, timely Claim Form, you may request to receive a Merchandise Voucher for \$7.50 toward any purchase of goods or services at a Big 5 Sporting Goods store. The Merchandise Voucher cannot be used for online purchases; is not valid for previous purchases; cannot be used in combination with any other merchandise voucher; has no cash value and cannot be redeemed for cash or for any gift card. The Merchandise Voucher may not be resold or traded and may not be copied or reproduced. The Merchandise Voucher cannot be used by any employee of Defendants or their family members. The Merchandise Voucher will expire one year after the date of issuance. Each Class Member may receive only one Merchandise Voucher. You do not need to submit a proof of purchase to receive a Merchandise Voucher.

This Notice explains the lawsuit, the settlement, your legal rights, and what benefits will be made available to you, who is eligible for them and how you get them. The Court in charge of the case is the Superior Court of the State of California, County of San Diego, and the case is known as entitled *Jason Carmody, individually and on behalf of those similarly situated v. Big 5 Sporting Goods Corp; Romeo & Juliette, Inc., doing business as Bearpaw; and Does 1 through 20, inclusive, Case No. 37-2016-0002469-CU-BT-CTL (the "Action")*. The person who filed this lawsuit is called the Plaintiff, and the companies he sued, Big 5 Corp. and Romeo & Juliette, Inc., are called the Defendants.

2. What is this lawsuit about?

The Action claims that Defendants misrepresented the waterproof nature of the Bearpaw Lassen WP hiking boots. The Plaintiff claimed that in doing so, Defendants violated laws that protects consumers: the California Unfair Competition Law (Business and Professions Code § 17200), the California False Advertising Law (Business and Professions Code § 17500), and the Consumer Legal Remedies Act (Civil Code § 1770). Defendants deny and continue to deny each of the Action's and Plaintiff's allegations. However, to avoid the expense, inconvenience and risk created by the Action, Plaintiff and Big 5 (the "Parties") have concluded that it is in their best interests to settle

the Action on the terms summarized in this notice. The settlement was reached through extensive, arms-length negotiations between the Parties.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case Jason Carmody), sue on behalf of people who have similar claims. All of these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. The Honorable Richard E.L. Strauss, Judge of the California Superior Court, has determined that the case should proceed as a class action, for settlement purposes only.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, Plaintiff and Big 5 agreed to a settlement. That way, they avoid the uncertainty and cost of a trial and can provide benefits now to Class Members. The Class Representative and the attorneys think the settlement is in the best interests of the people in the Class. To see if you are affected by the settlement, you first have to decide if you are a Class Member.

WHO IS INCLUDED IN THE SETTLEMENT?

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

For purposes of the settlement, the Court has certified a Class of all persons who purchased Bearpaw Lassen WP men's and women's hiking boots from a Big 5 Sporting Goods store in California between January 25, 2012 through October 20, 2017. Excluded from the Class are current and former employees, officers, and directors of Defendants, or any related or affiliated entity, the Court and its personnel, Class Counsel, and Defendants' Counsel.

THE SETTLEMENT BENEFITS – WHAT DO YOU GET

6. What does the Settlement Provide?

The settlement provides for benefits for each Class Member. Class Members may elect to receive either a Cash Award **or** a Merchandise Voucher.

With respect to the Cash Award option: Big 5 has agreed to pay \$5.00 to each Class Member who timely submits a valid Claim Form and requests a Cash Award. To obtain a Cash Award, Class Members must also submit a valid proof of purchase showing purchase during the class period of Bearpaw Lassen WP men's or women's hiking boots at a Big 5 Sporting Goods store in California along with the Claim Form. **If you request a Cash Award, you are not entitled to receive a Merchandise Voucher.**

With respect to the Merchandise Voucher option: Big 5 has agreed to provide each Class Member who timely submits a valid Claim Form and does not request a Cash Award, a Merchandise Voucher for \$7.50 toward any purchase of goods or services at a Big 5 Sporting Goods store in California. The Merchandise Voucher cannot be used for online purchases; is not valid for previous purchases; cannot be used in combination with any other merchandise voucher; has no cash value and cannot be redeemed for cash or for any gift card. The Merchandise Voucher may not be resold or traded and may not be copied or reproduced. Limit one Merchandise Voucher per person. The Merchandise Voucher cannot be used by any employee of Defendants or their family members. The Merchandise Voucher will expire one year after the date of issuance. You do not need to submit a proof of purchase to receive a Merchandise Voucher. **If you receive a Merchandise Voucher, you are not entitled to receive a Cash Award.**

7. How can I get a Merchandise Voucher or Cash Award?

To receive a Merchandise Voucher or a Cash Award, you must submit a valid, timely Claim Form. To obtain a Cash Award, you must also submit a valid proof of purchase showing you purchased the Bearpaw Lassen WP men's or women's hiking boots during the class period at a Big 5 Sporting Goods store in California along with the Claim Form. You must sign the Claim Form under penalty of perjury and return the Claim Form by first-class United States Mail or through the Settlement Website at www.bplassensettlement.com postmarked no later than **May 3, 2018**, to the Settlement Administrator at the following address:

Carmody v. Big 5 Settlement Administrator
PO Box 404041
Louisville, KY 40233-4041

It is your responsibility to inform the Settlement Administrator if your address or other information changed or changes after you submit a Claim Form.

8. What do I have to give up in order to stay in the class?

Unless you exclude yourself, you are staying in the Class, and releasing your claims against Defendants. This generally means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants regarding your purchase of the Bearpaw Lassen WP hiking boots, under California law. It also means that all of the Court's orders will apply to you and legally bind you. The Settlement Agreement, available on the Settlement website located at: www.bplassen.com contains the full terms of the release.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Defendants on your own regarding the legal issues in this Action, then you must take steps to exclude yourself from this settlement. This is sometimes referred to as "opting out" of the settlement.

9. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail stating that you want to be excluded from the lawsuit, "*Carmody v. Big 5 Sporting Goods Corp et al., San Diego Superior Court Case No. 37-2016-0002469-CU-BT-CTL.*" Be sure to include: (a) your full name, address, telephone number, and email address, (b) your signature with information demonstrating and swearing that you are a Class Member. You must mail your exclusion request postmarked no later than **April 18, 2018**, to the Settlement Administrator:

Carmody v. Big 5 Settlement Administrator
PO Box 404041
Louisville, KY 40233-4041

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Defendants in the future.

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

No. Unless you exclude yourself, you give up the right to sue Defendants for the claims that this settlement resolves. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **April 18, 2018**.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court appointed the Law Offices of Mark Potter, 9824 Erma Road, Suite 300, San Diego, CA 92131 and Will Lemkul, Morris, Sullivan & Lemkul, LLP, 9915 Mira Mesa Blvd., Suite 300, San Diego, CA 92131 to represent you and other Class Members in this settlement. The lawyers are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will the lawyers and Class Representative be paid?

Class Counsel will ask the Court for attorneys' fees and expenses up to \$122,500 for investigating the facts, litigating the case, negotiating the settlement, and following through to make sure that its terms are carried out. Class Counsel will also ask the Court to approve a service payment of up to \$2,500 to the Class Representative, Jason Carmody, to compensate him for prosecuting this case. These amounts will not come out of the payments to the Class. Big 5 has agreed not to oppose these fees and expenses. Class Counsel will file with the Court their motion for award of attorneys' fees and litigation costs and Class Representative's service payment no later than **May 18, 2018**. After that date, you may view the motion on the Settlement Website.

13. Who will pay for the costs to administer the settlement?

Big 5 will pay all of the costs to administer the settlement.

OBJECTING TO THE SETTLEMENT

14. How can I Object to the Settlement?

If you do not wish to exclude yourself from the Settlement, and are still a Class Member, you may object to the settlement, stating the facts and legal reasoning for your objection. To object, you may send a letter stating that you object to *Carmody v. Big 5 Sporting Goods Corp et al., San Diego Superior Court Case No. 37-2016-0002469-CU-BT-CTL*. Be sure to include: (a) your name, address, telephone number, and email address; (b) the words “Notice of Objection” or “Formal Objection;” (c) in clear and concise terms, the legal and factual arguments supporting the objection; and (d) your signature and an attestation under the penalty of perjury of facts demonstrating that you are a Class Member. You may mail the objection to these addresses, postmarked no later than **April 18, 2018**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court Superior Court of the State of California, County of San Diego Hall of Justice 330 W. Broadway Department C-75 San Diego, CA 92101	Mark Potter Law Offices of Mark Potter 9824 Erma Road, Suite 300 San Diego, CA 92131 (858) 375-7385 Will Lemkul Morris, Sullivan & Lemkul, LLP, 9915 Mira Mesa Blvd., Suite 300 San Diego, CA 92131	Jeffrey B. Margulies Norton Rose Fulbright US LLP 555 South Flower Street, 41st Floor Los Angeles, CA 90071 (213) 892-9200

You may also orally object to the settlement at the hearing Final Fairness Hearing.

If you file and serve a written objection, you may appear at the Final Fairness Hearing, either in person or through personal counsel hired at your expense, to object to the Settlement Agreement. You may also orally object at the Final Fairness Hearing without first providing a written objection. You are not required, however, to appear.

15. What’s the difference between objecting and excluding?

Excluding yourself is telling the Court that you don’t want to be a part of the Class. Objecting is simply providing the factual and legal reasoning for changing or rejecting some or all of the Settlement. You can object only if you stay in the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You do not have to attend the Hearing. However, you are welcome to attend if you choose to, but you don’t have to.

16. When and where will the Fairness Hearing take place?

The Court will hold a Final Fairness Hearing at 9:00 a.m. on June 1, 2018, at the San Diego County Superior Court of the State of California, Hall of Justice 330 W. Broadway, Department 75, San Diego, CA 92101. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate, and in the best interests of the Class; and to consider the award of attorneys’ fees and expenses to Class Counsel. If there are valid objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

The hearing may be postponed to a different date or time or location without notice. Please check www.bpllassensettlement.com for any updates about the Settlement generally or the Final Fairness Hearing specifically. If the date or time of the Final Fairness Hearing changes, an update to the Settlement Website will be the only way you will be informed of the change.

17. Do I have to come to the Hearing?

You do not need to come to the Hearing. Class Counsel will answer questions Judge Strauss may have. You are, however, welcome to come at your own expense. If you send an objection, you don’t have to come to Court to talk about it. As long as you mailed your written objection as required above, the Court will consider it. You may

also orally object at the hearing without first providing a written objection. You may also pay your own lawyer to attend, but it's not necessary.

18. May I speak at the Hearing?

You may speak at the Final Fairness Hearing if you have not excluded yourself, but you don't have to.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will not receive a Cash Award or a Merchandise Voucher, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the legal issues in this case, ever again.

GETTING MORE INFORMATION

20. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative Complaint filed in the Action, by visiting the Settlement website located at: www.bpllassensettlement.com.

21. How do I get more information?

All of the documents in the litigation are available for your inspection at the Office of the Clerk of San Diego County Superior Court of the State of California, 330 W. Broadway, San Diego, CA 92101 (under Case Number 37-2016-0002469-CU-BT-CTL) during regular business hours. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

ANY QUESTIONS YOU HAVE REGARDING THIS NOTICE SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR. PLEASE DO NOT CONTACT THE JUDGE OR THE CLERK OF THE COURT WITH SUCH QUESTIONS.

CLASS COUNSEL	ADMINISTRATOR
Mark Potter Law Offices of Mark Potter 9824 Erma Road, Suite 300 San Diego, CA 92131 (858) 375-7385 Will Lemkul Morris, Sullivan & Lemkul, LLP, 9915 Mira Mesa Blvd., Suite 300 San Diego, CA 92131	<i>Carmody v. Big 5</i> Settlement Administrator PO Box 404041 Louisville, KY 40233-4041