

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

Case No. 37-2011-00085919-CU-BT-CTL

DOUG CHAMBERS, an individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

WEBER-STEPHEN PRODUCTS LLC, an Illinois corporation;
and DOES 1 through 100, inclusive,

Defendants.

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM ARE EXPLAINED IN THIS NOTICE. YOUR RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON'T ACT.

Para una notificación en Español, llame 877-219-9788 or visite www.WeberClassSettlement.com

1. **Introduction** – This Notice concerns a proposed settlement of a class action lawsuit against Weber-Stephen Products LLC (“Weber”). The lawsuit alleges that Weber violated the law by designating Weber grills and certain accessories as “Made in USA.” Weber believes that because all Weber grills and the disputed accessories are designed and engineered in the USA, and all grills save for one line are manufactured and assembled in the USA using component parts primarily made in the USA, it did nothing wrong and therefore has valid defenses to plaintiff’s Claims. The court has not held a trial or ruled in favor of either party on any disputed issues. Weber and the plaintiff have agreed to settle the matter to avoid the costs of continued litigation. You should read this entire Notice carefully because your legal rights will be affected whether or not you act.

The Action is currently pending in Superior Court of the State of California for the County of San Diego (the “Court”). The Court has certified the Action to proceed as a class action, for purposes of settlement only, on behalf of the class described below. All of the details of the proposed settlement are set forth below in the Settlement Agreement, which is available online at www.WeberClassSettlement.com.

2. **Your options** – Your options are:

- (A) To submit the Claim Form online at www.WeberClassSettlement.com or via U.S. mail, which is the only way to receive a cash payment of \$2.00, \$5.00, or \$9.00. The amount you receive will depend on the price you paid for the Weber Product.
- (B) To exclude yourself from the Class. This will get you out of the settlement. If you do this, you will not receive a cash payment.
- (C) To object. You can object by writing to the Court about why you do not like the settlement.
- (D) Do nothing. If you do nothing you will not receive any cash payment. But if you do nothing, you will be barred from bringing any Claim about the subject of this lawsuit in the future.

3. **Court Approval** – The Court approved this Notice of Proposed Class Action Settlement.

4. **Description of the Action** - This Action alleges that Defendants violated California Business & Professions Code § 17533.7 by improperly designating and selling the Weber grills and accessories listed on p. 4 of this Notice, as being “MADE IN USA,” when designating them in this manner was prohibited by statute. The Action seeks, among other things, an award of civil penalties against Defendant as a result of this alleged conduct.

5. **Defendant’s Denial** – Weber denies each and every one of the allegations of the Complaint and has asserted a number of defenses to the Claims.

6. **What is a Class Action?** A class action is when one or more people sue a defendant (in this case a company) on behalf of all other people who are in a similar position. All of the people on whose behalf the lawsuit is brought are collectively referred to as the “Class” or the “Class Members.” In a class action, the court determines facts and legal Claims and defenses for all of the Class Members in one lawsuit, unless particular people ask to be excluded from the Class. If you want to be excluded from this Settlement on behalf of the Class, you need to follow the procedures in paragraph 12, below.

7. **Definition of the Class** - The Settlement Class is defined as all persons who purchased a Qualifying Weber Product, listed on p. 4 hereto, in the United States between February 15, 2007, and February 15, 2012, which bore the designation “MADE IN USA” or “MADE IN THE USA” on the product and/or product packaging, and who do not timely exercise their rights to opt out of participation in the settlement. Excluded from the Class are those who purchased a Qualifying Weber Product for the purpose of resale.

8. **The Proposed Settlement** - The parties have reached a proposed settlement of this action, which the attorneys for the Settlement Class believe is fair, reasonable, adequate and in the best interest of Class Members. Defendant has agreed to the settlement, without admitting liability, to avoid the costs and other burdens of continued litigation:
- A. **Payments to Class Members.** The proposed settlement provides: (i) a payment of \$2.00, \$5.00, or \$9.00, subject to the terms and limitations described in paragraph 9 below, to every Class Member who does not opt out of the settlement and returns a valid Claim Form. Each Class Member will be limited to a maximum of three (3) Claims for which he or she can be reimbursed.
 - B. **Injunctive Relief.** Without admitting any liability, in the future Weber shall be enjoined from selling any products bearing the designation "Made in U.S.A." on the product or product packaging when the product or any component part has been substantially made outside of the United States. Instead, Weber may use the designation "Made in USA, incorporating globally sourced component parts," for products that are manufactured in the USA with one or more globally sourced component parts.
 - C. **Weber's Agreement to Pay the Costs of the Settlement Process.** Weber has agreed to pay the costs of engaging a professional Claims Administrator to administer the Class Claims and payment process, and to pay for the various forms of notice, including ads placed in USA Today's sports section, setting up and maintaining a Settlement Website and "800" number, and emailing or sending notices to all customers in Weber's Customer Service Database (approximately 800,000) who purchased Qualifying Weber Products.
 - D. **Payments to the Class Representative and Class Counsel.** Weber has agreed to pay the named class representative, Doug Chambers, a one-time fee of up to \$5,000.00 to reimburse him for his expenses and time, if such fee is approved by the Court. Class counsel will request up to \$995,000.00 for attorneys' fees and costs. Weber reserves all rights to oppose this request for fees and costs. Also, the Court may award less than these amounts, regardless of what is requested or what Weber and Class counsel have agreed or may agree.
9. **Terms of Payment to Class Members** - Class Members who do not opt out and who return a valid Claim Form establishing their class membership will receive a payment of \$2.00, \$5.00 or \$9.00 by check from Weber, with the amount determined as follows: (a) Each Class Member who paid less than \$100.00 (not including sales tax) to purchase a Qualifying Weber Product shall be sent a \$2.00 check; (b) Each Class Member who paid between \$100.00 and \$399.99 (not including sales tax) to purchase a Qualifying Weber Product shall be sent a \$5.00 check; and (c) Each Class Member who paid \$400.00 or more (not including sales tax) to purchase a Qualifying Weber Product shall be sent a \$9.00 check. Each Class Member will be limited to being reimbursed for a maximum of three (3) Claims.
10. **Releases** - In return for the settlement described above, members of the Settlement Class who do not request exclusion from the Class agree to release (give up) all Claims against Weber and Weber Released Persons arising out of or relating to (i) conduct by Weber and/or all other Weber Released Persons related to the manufacturing, labeling, offer for sale, sale, advertising or distribution of any Weber Products with a "MADE IN USA," or "MADE IN THE USA," or similar, country of origin designation; (ii) any violation or alleged violation by Weber and/or all other Weber Released Persons of California Civil Code Section 1750, *et seq.*, California Business & Professions Code Section 17200, *et seq.*, and/or California Business & Professions Code Section 17533.7 relating to a "MADE IN USA," or "MADE IN THE USA," or similar, country of origin designation on or for any Weber Products and/or product packaging; and/or (iii) any matter or thing alleged in the Action, or which could have been alleged in the Action, including but not limited to in the First Amended Complaint.

"Weber Released Persons" means Weber-Stephen Products LLC, Weber-Stephen Products Co and each of their present and former parents, subsidiaries, divisions, affiliates, officers, directors, employees, agents, attorneys and legal representatives, and each of the downstream sellers of Weber Products (including all distributors, wholesalers, manufacturers, licensees, retailers, franchisees, and dealers selling Weber Products), and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing.

Once completed, mail the Claim Form to:

Chambers v. Weber-Stephen Products LLC Claims Administrator
c/o Kurtzman Carson Consultants LLC
P.O. Box 43054
Providence, RI 02940-3054

Approved Claims will be honored after the Settlement Effective Date and processing of all Claims Forms.

12. **Request for Exclusion from the Class** - If you are a member of the Settlement Class, you have the right to be excluded from the Class. If you wish to be excluded from the Class, you must mail a letter so that it is postmarked no later than **June 20, 2012** to Class Counsel and Weber's counsel at the following addresses:

John H. Donboli
Del Mar Law Group, LLP
2002 Jimmy Durante Blvd., Ste. 100
Del Mar, CA 92014
Class Counsel

Howard A. Slavitt
Coblentz, Patch, Duffy & Bass LLP
One Ferry Building, Ste. 200
San Francisco, CA 94111
**Counsel for Defendant Weber-
Stephen Products LLC**

The letter must clearly state your full name, current mailing address, phone number, and signature and include the following statement: "I want to be excluded from the plaintiff class in *Chambers v. Weber-Stephen Products LLC*, San Diego Superior Court, Case No. 37-2011-00085919-CU-BT-CTL." If you want to be able to file a Claim against Defendants based on the events, circumstances and/or practices alleged in the Action in a separate lawsuit, then the only way to preserve your ability to do this is to send a letter requesting to be excluded from the Class.

The request for exclusion must be submitted in your own name and signed by you personally. No individual may request that other persons be excluded from the Class. Do not send a letter requesting exclusion if you wish to file a Claim for a \$2.00, \$5.00 or \$9.00 payment under the settlement. **If you exclude yourself from the Class, you will not be entitled to any payment.**

13. **Objection** - If you do not request exclusion, you may still object to the proposed settlement. You may also move to appear in the Action.

If you wish to object, you must file a written objection with the Court. The objection must include: (1) your complete name and current residence and business address (giving the address of any lawyer who represents you is not sufficient); (2) a statement that you fall within the definition of the class; and (3) each ground for comment or objection and any supporting papers you wish the Court to consider (*i.e.*, a mere statement that "I object" will not be deemed sufficient).

You or your personal attorney may attend the settlement hearing and state your support or objection orally, but you are not required to do so. If you intend to attend the hearing and orally state your opinion, your written objection must also state "**I intend to appear at the hearing.**" Only Class Members, or their attorneys, who have submitted a timely written objection, will have their objections considered by the Court, or be heard at the final hearing to determine whether to approve the settlement. To be considered, a written objection must be filed with the Court and mailed to Class Counsel and counsel for Defendant no later than **June 20, 2012** at the following addresses:

Superior Court of California, County of San Diego
Dept. 73
330 W. Broadway
San Diego, CA 92101

Class Counsel
John H. Donboli
Del Mar Law Group, LLP
2002 Jimmy Durante Blvd., Ste. 100
Del Mar, CA 92014

Counsel for Defendant Weber-Stephen Products, LLC
Howard A. Slavitt
Coblentz, Patch, Duffy & Bass LLP
One Ferry Building, Ste. 200
San Francisco, CA 94111

If you wish to submit a brief to the Court in support of any objection, such brief must be filed with the Court, and served by mail on counsel for the plaintiff class and counsel for Defendant, at the addresses listed above no later than June 20, 2012.

14. **Final Approval Hearing To Approve Settlement and On Class Counsel Fees and Class Representative Incentive Award** -

The Court will hold a Final Approval Hearing to consider:

- (A) Whether the proposed settlement summarized above is fair, reasonable, adequate, and in the best interests of the plaintiff class;
- (B) Whether Plaintiff and his attorneys have fully, fairly and adequately represented the plaintiff class in the action and negotiating the settlement; and
- (C) Whether to award attorneys' fees and costs to Class Counsel and a class representative enhancement fee to Doug Chambers, and, if so, how much.

15. The Final Approval Hearing To Approve Settlement and On Class Counsel Fees and Class Representative Incentive Award is presently scheduled for July 20, 2012 at 10:30 a.m. in Department C-73 of the Superior Court of California for the County of San Diego, Hall of Justice, 330 W. Broadway, San Diego CA 92101. The time and date of the approval may be changed by a court order without further notice to the Class. If you provide your name and address in writing to Counsel for the Class and Counsel for Weber at the address in paragraph 12 above, then they will send you a notice of any further court orders concerning the scheduling of the Final Approval Hearing.

16. More Information - Do not contact the Court regarding this Notice or the lawsuit.

If you wish additional information about this Notice or the settlement, you may examine the Court's file on the case at the address shown above or you may contact Class Counsel in writing at the address in paragraph 12 above.

The Court has not ruled in favor of or against the Plaintiff or Defendants on the merits of any of their Claims, denials, or defenses in this case.

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List of Qualifying Weber Products

GAS & ELECTRIC GRILLS

Go-Anywhere® gas grills
Weber® Q® gas grills
Weber® Q® electric grills
Spirit® gas grills
Genesis® gas grills
Summit® gas grills

PERFORMER® GAS IGNITION CHARCOAL GRILLS

Performer® charcoal grills

CHARCOAL GRILLS & SMOKERS

Smokey Joe® charcoal grills
Go-Anywhere® charcoal grills
One-Touch® charcoal grills
Char-Q® charcoal grills
Ranch® charcoal grills
Smokey Mountain Cooker™ smokers

GRILL ACCESSORIES

Weber® Q Stationary Cart
Weber® Charcoal Briquette Holder
Weber One-Touch® Cleaning System / Blades
Weber® Work Table
Weber® Charcoal Cooking Grate
Weber® Stainless Steel Burner Tubes
Weber® Igniter Kit
Weber® Warm-Up Basket/Warming Rack
Weber® 3-sided T Grill Brush
Weber® Kettle Rotisserie
Weber® Hose and Regulator kit
Weber® Wheel with Hubcap / Hubcaps
Weber® Charcoal Ash Catcher
Genesis® Catch Pan Wire Holder
Summit® Built-in Side Burner