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26 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
27 **FOR THE COUNTY OF LOS ANGELES**

28 MANDY and MATTHEW CLIBURN,
RANDI GURKA, DANA SWOYER, LORI
CIMONETTI, KHUSHBU DIDWANIA,
PRATIKKUMAR PATEL, BENJAMIN
ADAMS, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

ONE SOURCE TO MARKET, LLC d/b/a
HEXCLAD COOKWARE,

Defendant.

CASE NO.: 23STCV28390

**DECLARATION OF BRIAN C. GUDMUNDSON
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL**

Date Action Filed: November 17, 2023
FAC Filed: December 22, 2023
Department: 11
Trial Date: TBD

Continued Preliminary Approval Hearing
Date: March 26, 2025
Time: 9:00 AM
Courtroom: Dept. 11
Judge: Hon. David Cunningham, III

Electronically FILED by
Superior Court of California,
County of Los Angeles
9/03/2025 1:53 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By D. Jackson Aubry, Deputy Clerk

1 I, Brian Gudmundson, declare and state as follows:

2 1. I am an attorney with Zimmerman Reed LLP and am one of the attorneys representing
3 the Plaintiffs and the Proposed Settlement Class in this action. I make this Declaration in support of the
4 Motion for Preliminary Approval of Class Action Settlement. I have personal knowledge of the
5 statements contained herein and if called as a witness, I could and would testify competently thereto.

6 2. Attached as Exhibit A is a true and correct copy of the Settlement Agreement and the
7 exhibits attached to the Settlement Agreement.

8 3. This case is the result of combining two similar actions which had been filed in different
9 courts. The first-filed action commenced in June 2023 in the United States District Court for the Central
10 District of California (the “*Didwania*” action). The second-filed action commenced in November 2023
11 in the Superior Court of the State of California for the County of Los Angeles (the “*Cliburn*” action).

12 4. The *Didwania* and *Cliburn* actions were similar in that the plaintiffs in each action sought
13 to redress harms caused by Defendant One Source to Market LLC, d/b/a HexClad, allegedly misleading
14 consumers about the chemical composition of Defendant’s hybrid nonstick cookware. The two actions
15 brought similar claims, relied on similar legal theories, and sought to recover for the individual plaintiffs
16 and on behalf of classes of consumers who purchased Defendant’s products.

17 5. Plaintiffs sought damages based on the alleged misrepresentation and fraud, injunctive
18 relief to prevent Defendant from engaging in the alleged deceptive labeling and marketing, statutory
19 interest and penalties, an award of attorneys’ fees, and other appropriate relief as determined by the
20 Court.

21 ***Discovery and Settlement Negotiations***

22 6. The proposed Settlement (Ex. A) is the result of adversarial proceedings and arm’s-length
23 negotiations.

24 7. In November 2023, the *Didwania* action proceeded to mediation before the Hon. Dickran
25 Tevrizian, who is a retired Judge of the Superior Court of California, County of Los Angeles, and of the
26 United States District Court for the Central District of California. Prior to mediation, the parties
27
28

1 submitted statements to Judge Tevrizian laying out their respective positions on the facts, the theory of
2 the case, and the valuation of damages.

3 8. Counsel for both parties engaged in good faith mediation negotiations, including
4 exchanging settlement offers, but the parties were unable to reach a resolution.

5 9. The conclusion of mediation with Judge Tevrizian did not end the parties' work on
6 resolving this matter. Through the mediation, the discovery efforts, and the informal negotiations related
7 to resolving this case, the parties and their experienced counsel were able to effectively evaluate the
8 claims, potential defenses, and the risks and benefits of continued litigation. Indeed, the parties
9 continued to conduct formal and informal discovery, including written requests, document production,
10 and depositions. The parties also continued to discuss the possibility of settlement.

11 10. Discovery in this case has included an extensive exchange of data, information, and
12 documents—multiple rounds—as well as numerous conferences between counsel. On July 24, 2023,
13 Plaintiff served Interrogatories and the First Set of Requests for Production of Documents on Defendant.
14 On August 21, 2023, Plaintiffs made additional informal requests for information. Defendant responded
15 to these requests and provided additional information related to the proposed Settlement Class on a
16 rolling basis, including on September 25, 2023, October 26, 2023, March 31, 2024, April 18, 2024, May
17 31, 2024, and August 2, 2024. On October 6, 2023, Plaintiff served Fed. R. Civ. P. 26(1)(1) disclosures
18 on Defendant. Defendant served Fed. R. Civ. P. 26(1)(1) disclosures on Plaintiff on October 13, 2023.
19 On October 18, 2023, Plaintiffs served a Fed. R. Civ. P. 30(b)(6) deposition notice on Defendants.
20 Plaintiffs' counsel deposed the Defendant's President and Chief Financial Officer Jason Panzer pursuant
21 to Fed. R. Civ. P. 30(b)(6) on November 30, 2023. The deposition included information about
22 Defendant's production, business development, and marketing. The deposition notice specifically listed
23 27 separate topics, spanning 2019 through the time of the deposition. The transcript from the deposition
24 is over 177 pages long.

25 11. Plaintiffs' counsel reviewed and analyzed Defendant's sales data and the other
26 information gathered in discovery. This data represented total sales and revenue from sales on
27 Defendant's website and third-party sellers, including Wal Mart, Amazon, Costco and zola.com.
28

1 Additionally, based on this data, it appears the Settlement Class is approximately 1.8 million individuals.
2 However, this number may increase or decrease as additional data from third-party vendors is collected
3 during the notice and administration process.

4 12. Defendant also provided Plaintiffs with confidential documents compiled by Defendant
5 that recorded internal product sales data. The sales data included the number of total units sold and the
6 gross revenue from Defendant's website and third-party sellers. *Id.* The exchange of sales information
7 and data, along with other relevant information, enabled counsel to understand more fully the risks and
8 benefits of further litigation.

9 13. Class Counsel also conducted a preliminary damages analysis to evaluate the price
10 premium applied to the Eligible Cookware and further conducted a diligent review of other similar cases,
11 including misrepresentation cases related to "natural" or "organic" claims, to determine whether the
12 Class Members' recovery under the Settlement was reasonable. This preliminary analysis, however,
13 would require development and evaluation from an economics expert.

14 14. Without the proposed Settlement, Plaintiffs are prepared to continue litigating the matter,
15 including through class certification, pretrial motion practice, dispositive motion practice and, if
16 necessary, trial. Plaintiffs are prepared for this because they believe in the strength of their case,
17 however, they also recognize that each successive stage of litigation introduces increased uncertainty,
18 risk, and complexity.

19 15. One potential challenge and increased expense of further litigation includes Plaintiffs'
20 burden of proof as to the value of the non-toxic, PFAS- and PFOA-free claims and a potential "battle of
21 the experts." This would certainly be an area of risk and complexity that supports settling this case at
22 this juncture.

23 ***Fairness of Proposed Settlement***

24 16. *Experience of Class Counsel.* Class Counsel has substantial experience in complex
25 litigation, including in class actions similar to this case and was actively involved in investigating the
26 claims, litigating this case, and negotiating the proposed Settlement (Ex. A).

1 17. Class Counsel has been appointed to numerous leadership roles in several class actions,
2 large and small, and in multi district litigations, and has the required skill and expertise to manage this
3 litigation and provide appropriate representation to the Class Representatives and the Class Members.
4 This includes through active involvement in settlement negotiations, case investigations, and
5 communications with Plaintiffs and opposing counsel. Attached hereto as Exhibit B are Class Counsel's
6 firm resumes and additional information related to proposed Class Counsel's experience.

7 18. *Encouragement of Claims.* Class Counsel is committed to working with Defendant, other
8 retailers that sold the Eligible Products, and the Settlement Administrator to disseminate Notice to the
9 Settlement Class. Class Counsel and the Settlement Administrator will encourage the submission of
10 claims by contacting the Class Members via email and postal mail and by providing avenues for claim
11 submission both on the Settlement Website and through the printed Claim Forms. Settlement ¶¶ 50-53,
12 63. The Settlement Administrator expects the Settlement claims rate to be between 3% and 5% of the
13 total class and this projected claim rate supports preliminary approval. Peak Decl. ¶ 35; (*see also Moore*
14 *v. Verizon Commc'ns Inc.* (N.D. Cal., Aug. 28, 2013, No. C 09-1823 SBA) 2013 WL 4610764, at p. *8
15 (approving class action settlement with 3% claim rate).)

16 ***Class Representatives***

17 19. The Class Representatives engaged in and aided this litigation, including by submitting
18 the facts and evidence used in pleadings, participating in informal discovery and settlement negotiations,
19 and maintaining contact with Counsel. Additionally, there is no known conflict between the Class
20 Representatives' claims and the rest of the Settlement Class and the claims are based on the same alleged
21 conduct. As alleged in the Amended Class Action Complaint, the Class Representative purchased at
22 least one of the Eligible Products and at the time of their purchases, were subjected to the alleged
23 misrepresentations and omissions at issue, including that the cookware was free from certain chemicals
24 and non-toxic.

25 20. Attached hereto as Exhibit C are declarations for each of the Class Representatives,
26 which provide evidence of the Class Representatives adequacy and understanding of class representative
27 responsibilities.
28

21. As part of the legal services agreements the Class Representatives signed, Class Counsel disclosed their fees as a percentage of any recovery and also that their expenses would be collected from any recovery. Class Counsel also disclosed that they may associate with other law firms as necessary throughout the case. There is no formal fee splitting agreement between Class Counsel and the distribution of fees will primarily be based on time spent working on the case.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 3rd day of February, 2025, at Minneapolis, Minnesota.

/s/ Brian C. Gudmundson
Brian C. Gudmundson

PROOF OF SERVICE

I am a citizen of the United States and employed in Hennepin County, Minnesota. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 1100 IDS Center, 80 South 8th Street, Minneapolis, MN 55402. On February 3, 2025, I served a copy of the within document(s):

• **DECLARATION OF BRIAN C. GUDMUNDSON IN SUPPORT OF UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

on the interested parties in this action as follows:

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Attorneys for Defendant One Source to Market, LLC d/b/a Hexclad Cookware

☒ : (BY ELECTRONIC SERVICE) – Complying with Code of Civil Procedure §1010.6, I caused such document(s) to be Electronically served through the CaseAnywhere for the above-entitled case. Upon completion of transmission of said document(s), a service receipt is issued to the serving party acknowledging receipt and service from CaseAnywhere. A copy of the CaseAnywhere service page will be maintained with the original document(s) in our office.

I declare under penalty of perjury that the foregoing is true and correct. Executed on February 3, 2025, at Minneapolis, Minnesota.

/s/ Leslie Harms
Leslie A. Harms
Paralegal

EXHIBIT A

Plaintiffs Khushbu Didwania, Pratikkumar Patel, Benjamin Adams, Mandy Cliburn, Matthew Cliburn, Randi Gurka, Dana Swoyer, and Lori Cimonetti (“Plaintiffs”) and Defendant One Source to Market, LLC d/b/a Hexclad Cookware (“Defendant”) (collectively, “the Parties”), by and through their respective counsel, in consideration for and subject to the promises, terms, and conditions contained in this Settlement Agreement, hereby stipulate and agree, subject to Court approval pursuant to applicable law, as follows:

I. RECITALS

WHEREAS, on or about June 27, 2023 Plaintiffs Khushbu Didwania, Pratikkumar Patel, and Benjamin Adams filed a putative class action lawsuit against Defendant in the United States District Court for the Central District of California, Case No. 2:23-cv-05110-JFW-JPR (“*Didwania*”) which asserted nationwide counts for: (1) breach of express warranty; (2) negligent misrepresentation; (3) violation of the California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*; (4) violation of the California False Advertising Law, California Business and Professions Code § 17500, *et seq.*; (5) violation of the California Unfair Competition Law, California Business and Professions Code § 17200, *et seq.*; and (6) unjust enrichment that related to, *inter alia*, alleged misrepresentations and omissions in Defendant’s advertising, labeling, and marketing, concerning the composition of the non-stick coating in certain of Defendants’ products including, but not limited to, claims that the products were “non-toxic”, “metal utensil safe”, “PFAS Free”, “PFOA Free” or otherwise free from certain chemicals, on behalf of a putative nationwide class of consumers.

WHEREAS, on November 7, 2023, Plaintiffs Khushbu Didwania, Pratikkumar Patel, and Benjamin Adams, through their counsel of record, and Defendant, through its counsel of record, mediated the matter in person in Los Angeles before the Hon. Dickran Tevrizian, who is a retired United States District Judge of the Central District of California and retired Judge of the Superior Court of California, County of Los Angeles. Before and during the mediation sessions, the Parties had an arms’-length exchange of information to permit Plaintiffs and their counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions.

WHEREAS, the Parties engaged in discovery in the *Didwania* action including both formal and informal written discovery and production of documents and the deposition of Defendant pursuant to Fed. R. Civ. P. 30(b)(6) on twenty-seven topics relating to Plaintiffs’ claims.

WHEREAS, on November 17, 2023, Plaintiffs Mandy Cliburn, Matthew Cliburn, Randi Gurka, Dana Swoyer, and Lori Cimonetti filed a putative class action lawsuit against Defendant in the Superior Court of the State of California for the County of Los Angeles, Case No. 23STCV28390 (*Cliburn*), which asserted nationwide causes of action for: (1) breach of express warranty; (2) breach of implied warranty; (3) violation of the California False Advertising Law, California Business and Professions Code § 17500, *et seq.*; (4) violation of the California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*; (5) violation of the California Unfair Competition Law, California Business and Professions Code § 17200, *et seq.*; (6) negligent failure to warn; (7) negligent misrepresentation; (8) unjust enrichment; (9) violation of Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. Ann. §§ 42-110A, *et seq.*, that related to, *inter alia*, alleged misrepresentations and omissions in Defendant’s advertising, labeling, and marketing,

concerning the composition of the non-stick coating in certain of Defendants' products including, but not limited to, claims that the products were "non-toxic", "metal utensil safe", "PFAS Free", "PFOA Free" or otherwise free from certain chemicals on behalf of a putative nationwide class of consumers.

WHEREAS, on December 22, 2023, the *Cliburn* action was amended to add plaintiffs Khuschbu Didwania, Pratikkumar Patel, and Benjamin Adams and their claims, whereupon Plaintiffs Didwania, Patel, and Adams dismissed their separate federal action without prejudice.

WHEREAS, while finalizing this Settlement Agreement, in order to assess the merits of the claims and potential claims, Plaintiffs, by and through their respective counsel, conducted a thorough examination, investigation, and evaluation of the relevant law, facts, and allegations, including multiple rounds of informal confirmatory discovery which included data related to Defendant's units sold during the relevant time period, pricing data, third party vendor data, and data related to the product representations at issue;

WHEREAS, Plaintiffs, as class representatives, believe that the claims settled herein have merit, but they and their counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the claims through class certification, trial, and appeal. Plaintiffs and their counsel have also taken into account the uncertain outcome and risk of any litigation, as well as the difficulties and delay inherent in such litigation, and they believe that the settlement set forth in this Settlement Agreement confers substantial benefits upon the Class Members. Based upon their evaluation, they have determined that the settlement set forth in this Settlement Agreement is in the best interests of the Class.

WHEREAS, based upon their review, investigation, and evaluation of the facts and law relating to the matters alleged in the pleadings, Plaintiffs, and Class Counsel, on behalf of Plaintiffs and the other members of the proposed Class, have agreed to settle the Actions pursuant to the provisions of this Settlement Agreement, after considering, among other things: (i) the substantial benefits to the Class Members under the terms of this Settlement Agreement; (ii) the risks, costs, and uncertainty of protracted litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation; and (iii) the desirability of consummating this Settlement Agreement promptly to provide effective relief to the Class Members.

WHEREAS, weighing the above factors, as well as all other risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, Plaintiffs and Class Counsel are satisfied that the terms and conditions of this settlement are fair, reasonable, adequate, and in the best interests of the Plaintiffs and the Class.

WHEREAS, Defendant has vigorously denied and continues to dispute all of the claims and contentions alleged in the Actions, and it denies any and all allegations of wrongdoing, fault, liability, or damage of any kind to Plaintiffs and the Class. Defendant further denies that it acted improperly or wrongfully in any way and believes that these Actions have no merit. Nevertheless, Defendant desires to settle the Actions upon the terms and conditions set forth in this Settlement Agreement after considering, on the one hand, the risks, uncertain outcome, and potential costs of

continued litigation, and the benefits of the proposed settlement, including a concrete resolution of all class claims.

WHEREAS, Defendant has agreed to class action treatment of the claims alleged in the Actions solely for the purpose of compromising and settling those claims on a class basis as set forth herein and further agrees to certification of a nationwide settlement class; and

WHEREAS, on August 28, 2024, the Plaintiffs filed a Motion for Preliminary Approval, memorandum in support of preliminary approval, the Settlement Agreement, and an attorney declaration. The Court held a hearing on Plaintiffs' Motion on November 13, 2024, after which the Court requested some modifications to the Parties' Settlement Agreement and supplemental briefing concerning preliminary approval of the class action settlement. Specifically, the Court requested the Parties address the following issues in the Settlement Agreement: (1) provide additional briefing on whether significant contacts exist with California in this case to satisfy constitutional concerns and support certification of a nationwide class, (2) provide additional clarity and precision regarding the scope of any release given by class members, (3) provide authority and factual reasons why a Civil Code section 1542 waiver is appropriate or remove the provision, (4) provide amounts to be deducted from the gross settlement for attorneys' costs in the Settlement Agreement and Notice, (5) provide a provision to ensure Class Counsel payments and expenses and Class Representatives' service awards do not precede disbursement of Individual Class Members' payments, (6) provide the estimates costs of Notice and Administration in the Notice, (7) explain whether Class Members who receive a re-mailed notice will be given an extended deadline to respond, (8) provide that the objection procedure should be the same as the opt-out procedure, with the only requirement being that objections be mailed to the settlement administrator, (9) remove language indicating Class Members may only be heard at final approval if they have complied with all objection procedures, or if a specific procedure is sought, explain why it is necessary, (10) provide in the Notice that the Court will hear from any class member who attends the final approval hearing and asks to speak regarding an objection, (11) provide declarations disclosing counsel's involvement in the governance or work of the *cy pres* recipient.

NOW, THEREFORE, it is hereby STIPULATED AND AGREED, by and between the Parties, through their respective counsel, that: (a) the Actions be fully and finally compromised, settled, and released upon final settlement approval by the Court after the hearings as provided for in this Settlement Agreement; and (b) upon such approval by the Court, a Final Order and Final Judgment, substantially in the form attached hereto as Exhibits "A" and "B," respectively, be entered upon the following terms and conditions.

II. DEFINITIONS

As used in this Settlement Agreement and the attached exhibits, the following terms have the following meanings, unless this Settlement Agreement specifically provides otherwise. Unless otherwise indicated, defined terms include the plural as well as the singular. Some definitions use terms that are defined later in this section.

1. "Actions" mean the class action lawsuits entitled *Didwania v. Hexclad Cookware, Inc.*, Case No. 2:23-cv-05110-JFW-JPR ("*Didwania*"), previously pending in the United States District

Court, Central District of California and *Cliburn v. One Source to Market, LLC* d/b/a Hexclad Cookware, Case No. 23STCV28390 pending in the Superior Court of the State of California For the County of Los Angeles.

2. “Defendant” means One Source to Market, LLC d/b/a Hexclad Cookware, Inc., the defendant in these Actions.

3. “Approved Claims” means those claims that are approved by the Settlement Administrator for payment.

4. “Attorneys’ Fees and Expenses” means such funds as may be awarded by the Court to Class Counsel to compensate Class Counsel for their fees and expenses in connection with the Actions and the Settlement.

5. “Bar Date” means 60 days after Final Approval, the date by which a Claim Form must be received by the Settlement Administrator for a Class Member to be entitled for any of the settlement consideration contemplated in this Settlement Agreement.

6. “Claimant” means a Settlement Class Member who submits a Claim Form.

7. “Claim Form” means the proof of claim and release form(s) substantially in the form attached hereto as Exhibit “C,” which may be modified to meet the requirements of the Court or Settlement Administrator, pursuant to which Class Members can recover one of the benefits of this Settlement.

8. “Claims Period” means the time period from the Notice Date through the Bar Date, which is the time period that Settlement Class Members will have to claim the benefits contemplated by this Settlement Agreement.

9. “Class”, “Class Members”, “Settlement Class” or “Settlement Class Members” means all persons and entities in the United States, its territories, and/or its possessions who purchased one or more of the Eligible Products as defined herein. Excluded from the Class are: (a) all persons who are employees, directors, officers, and agents of Defendant or its subsidiaries and affiliated companies; (b) persons and entities that timely and properly exclude themselves from the Class as provided in this Settlement Agreement; and (c) the Court, the Court’s immediate family, and Court staff. It is appropriate to certify a nationwide Settlement Class because OSTM is a California company, with its principal place of business in California. OSTM packages and distributes its cookware and marketing messages from California and substantial numbers of class members are located in California. *See Wercha v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, (2001) (finding that Apple was a California corporation, with its principal place of business in California, that brochures prepared in and distributed from California, and that substantial class members resided in California supported certifying a nationwide settlement class).

10. “Class Counsel” or “Plaintiffs’ Counsel” means Brian C. Gudmundson of Zimmerman Reed LLP, Christopher D. Jennings of Jennings & Earley, PLLC, and John R. Parker, Jr. of Almeida Law Group.

11. “Class Notice” or “Notice” means notice of the proposed settlement, including the Long Form Notice and Summary Notice provided to the Class as provided herein, but which may be modified as necessary to comply with the provisions of any order of Preliminary Approval entered by the Court.

12. “Class Period” is from February 1, 2022 through March 31, 2024.

13. “Complaints” mean, collectively: (i) the operative Class Complaint filed by Plaintiffs Khuschbu Didwania, Pratik Kumar Patel, Benjamin Adams in the *Didwania* Action; and (ii) the operative Class Complaint filed by Plaintiffs Mandy Cliburn, Matthew Cliburn, Randi Gurka, Dana Swoyer, and Lori Cimonetti in the *Cliburn* Action.

14. “Court” means the California Superior Court for the County of Los Angeles, the Honorable David S. Cunningham III, presiding over the *Cliburn* Action.

15. “Defense Counsel” means the law firms of Barnes & Thornburg LLP and Dunning Rievmann & MacDonald LLP.

16. “Effective Date” means the date on which the Final Order and Final Judgment (defined below) in the Actions become “Final.” As used in this Settlement Agreement, “Final” means three (3) business days after all of the following conditions have been satisfied: (a) the Final Order and Final Judgment have been entered; and (b) (i) if reconsideration and/or appellate review is not sought from the Final Order and Final Judgment, the expiration of the time for the filing or noticing of any motion for reconsideration, appeal, petition, and/or writ; or (ii) if reconsideration and/or appellate review is sought from the Final Order and Final Judgment: (A) the date on which the Final Order and Final Judgment are affirmed and are no longer subject to judicial review, or (B) the date on which the motion for reconsideration, appeal, petition, or writ is dismissed or denied and the Final Order and Final Judgment are no longer subject to judicial review.

17. “Eligible Products” means all products at issue in the Actions and subject to the Plaintiffs’ claims including the following products that are available for purchase¹:

- a. 1 QT Hybrid Pot Lid;
- b. Hybrid Fry Pan 7”;
- c. 8” HexClad Hybrid Pan;
- d. 10” HexClad Hybrid Pan;
- e. 10” Hybrid Wok;
- f. 12” HexClad Hybrid Pan;

¹ Defendant sells various bundles of cookware and other products. Many of these bundles are comprised of separate skus (*i.e.*, a 7pc set sku and a 6pc pot set sku may comprise a 13pc bundle). Defendant has provided this information to Plaintiffs and to the extent the Settlement Administrator or Plaintiffs need additional information related to the composition of various bundles, Defendant will provide that information during the claims administration process.

- g. 12” Hybrid Wok;
- h. 14” HexClad Hybrid Pan with Lid;
- i. 14” Hybrid Wok with Lid;
- j. Hybrid Griddle Pan 12”;
- k. Hybrid Griddle Pan 13”;
- l. 5 QT Saucepan;
- m. HexClad Hybrid 1 QT Pot With Lid;
- n. HexClad Hybrid 10 QT Stock Pot With Lid;
- o. HexClad Hybrid 2 QT Pot With Lid;
- p. HexClad Hybrid 3 QT Pot With Lid;
- q. HexClad Hybrid 8 QT Pot With Lid;
- r. HexClad Hybrid 10 QT Stock Pot With Lid;
- s. Hybrid Deep Sauté Pan with Lid 5.5Qt;
- t. Hybrid Deep Sauté Pan/Chicken Fryer with Lid 7QT; or
- u. Any sets in which any of the HexClad Hybrid pans are included, such as:
 - i. the Hybrid Perfect Pots & Pans Set (12 Pc);
 - ii. 13 PC HexClad Hybrid Cookware Set;
 - iii. 6 PC HexClad Hybrid Cookware Set;
 - iv. 20 PC HexClad All-In Bundle;
 - v. Complete Kitchen Bundle;
 - vi. HexClad Ultimate Everything Collection;
 - vii. Essentials Bundle;
 - viii. Level-Up Bundle;
 - ix. Starter Bundle;
 - x. Family Pasta Bundle; or,
 - xi. any such variations of these pans or sets including pans sold with or without a lid.

18. “Fairness Hearing” means the hearing that is to take place after the entry of the Preliminary Approval Order for purposes of: (a) determining whether the Settlement should be finally approved as fair, reasonable, and adequate; and (b) determining whether to grant any motion by Class Counsel for Attorneys’ Fees and Expenses and for Class Representative Service Awards. The Parties shall request that the Court schedule the Fairness Hearing for a date that is in compliance

with applicable law and set after briefing on Class Counsel's motion for Attorneys' Fees and Expenses is complete.

19. "Final Approval" means the Court's order granting final approval of the proposed Settlement and entry of a Final Order and Final Judgment following the Fairness Hearing.

20. "Final Order and Final Judgment" means the Court's order and judgment fully and finally approving the Settlement, substantially in the form attached hereto as Exhibits "A" and "B."

21. "Long Form Notice" means the long form notice of settlement, substantially in the form attached hereto as Exhibit "D."

22. "Notice and Administration Costs" means the costs and/or expenses incurred by the Settlement Administrator in preparing and disseminating Notice and completing the claims administration process set forth in this Settlement Agreement. The Notice and Administration Costs in this case are currently estimated at approximately \$312,000.

23. "Notice Date" means the first date upon which the Class Notice is disseminated by the Settlement Administrator. The Parties have proposed this to be forty-five (45) days from the Preliminary Approval Date.

24. "Opt-Out and Objection Deadline" means sixty (60) days after the Notice Date (or for a re-mailed Class Notice, no later than thirty (30) days from the postmark of the re-mailed Notice).

25. "Parties" means Plaintiffs and Defendant, collectively, as each of those terms is defined in this Settlement Agreement.

26. "Plaintiff(s)" means Khuschbu Didwania, Pratikkumar Patel, Benjamin Adams, Mandy Cliburn, Matthew Cliburn, Randi Gurka, Dana Swoyer, and Lori Cimonetti.

27. "Preliminary Approval Date" means the date the Court grants Preliminary Approval.

28. "Preliminary Approval Order" means the order preliminarily approving the Settlement and proposed Class Notice and notice plan, substantially in the form attached hereto as Exhibit "E."

29. "Release" means the release and waiver set forth in this Settlement Agreement and in the Final Order and Final Judgment.

30. "Released Claims" means and includes claims, demands, rights, damages, and causes of action under common law or statutory law (federal, state, or local) including unknown claims as of the Notice Date by all of the Plaintiffs and all Class Members (and Plaintiffs' and Class Members' respective heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns) that: were asserted or that could have been reasonably asserted in the Actions against the Released Parties (as hereinafter defined) including (1) breach of express or implied warranty; (2) negligent misrepresentation; (3) violation of the California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*; (4) violation of the

California False Advertising Law, California Business and Professions Code § 17500, *et seq.*; (5) violation of the California Unfair Competition Law, California Business and Professions Code § 17200, *et seq.*; (6) negligent failure to warn; (7) negligent misrepresentation; (9) violation of Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. Ann. §§ 42-110A, *et seq.*, (10) unjust enrichment (11) violations of state consumer protection laws, unfair competition, and/or false or deceptive advertising statutes; and (12) restitution, declaratory or injunctive relief, and other equitable claims or claims sounding in contract and tort; and concern OSTM's advertising, labeling, or marketing that describes the Eligible Products as "non-toxic", "PFAS Free", or "PFOA Free" through any medium (e.g., on-label, internet, or otherwise).

31. "Released Parties" means: (a) Defendant, and each of its past, present, and future owners, employees, assigns, attorneys, agents, advertising agencies, consultants, officers, and directors; and (b) All of Defendant's past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, and successors, and each of their respective employees, assigns, attorneys, agents, resellers, officers, and directors.

32. "Releasing Parties" means Named Plaintiffs and all Class Members, and each of their heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns.

33. "Release Period" means the period from which the Settlement Class Members' Released Claims are released: from February 1, 2022 through March 31, 2024.

34. "Service Award" means any award sought by application to and approved by the Court that is payable to the Plaintiffs for their role as the class representatives and/or named plaintiffs and for the responsibility and work attendant to those roles.

35. "Settlement" means the settlement embodied in this Settlement Agreement, including all attached Exhibits (which are an integral part of this Settlement Agreement and are incorporated in their entirety by reference).

36. "Settlement Administrator" or "Claims Administrator" means Verita Global, LLC ("Verita"), assuming it agrees to undertake notice and administration in accordance with the Notice Plan and this Agreement or as otherwise ordered by the Court, which shall provide settlement notice, and administer and oversee, among other things, the processing, handling, reviewing, and approving of claims made by Claimants, communicating with Claimants, and distributing payments to qualified Claimants. Attached hereto as Exhibit G is a declaration from Verita providing its qualifications and experience, including evidence of procedures it has in place to protect the security of the Settlement Class Members data and adequate insurance in the event of a data breach or miscalculation of funds. If the Court refuses to appoint Verita as Settlement Administrator, the Parties will work in good faith to propose an alternative Settlement Administrator. If the Parties cannot agree on an alternative Settlement Administrator, the Parties will ask the Court to appoint one.

37. "Settlement Website" means a dedicated website to be established by the Claims Administrator for the purpose of providing Notice, Claim Forms, and other information regarding

this Agreement. The Claims Administrator will secure HexCladSettlement.com as the Settlement Website, unless such URL is more expensive to obtain than another similar URL, in which case the Settlement Administrator will obtain a URL that in the reasonable judgment of the Settlement Administrator is clear and easy for Class Members to access. The Settlement Website must be activated before the Notice is first disseminated.

38. “Settlement Agreement” or “Agreement” means this Settlement Agreement and its Exhibits, attached hereto and incorporated herein, including all subsequent amendments agreed to in writing by the Parties and any exhibits to such amendments.

39. “Short Form Notice” means the summary notice of the proposed class action settlement, substantially in the form attached hereto as Exhibit “F.”

III. SUBMISSION OF SETTLEMENT TO THE COURT FOR APPROVAL

40. By February 3, 2025, Class Counsel shall file a supplemental motion with the Court seeking entry of the Preliminary Approval Order (substantially in the form attached as Exhibit “E”), for the purpose of, among other things:

- (a) Certifying a Settlement Class, appointing Plaintiffs as the representatives of the Class and Class Counsel as counsel for the Class, and preliminarily approving the Settlement as being within the range of reasonableness such that the Class Notice should be provided pursuant to this Settlement Agreement;
- (b) Approving the Settlement Administrator;
- (c) Approving and authorizing the contents and distribution of Class Notice;
- (d) Determining that the notice of the Settlement and of the Fairness Hearing as set forth in this Settlement Agreement, complies with all legal requirements, including but not limited to the Due Process Clause of the United States Constitution;
- (e) Providing that Class Members will have until the Bar Date to submit Claim Forms;
- (f) Scheduling the Fairness Hearing on a date ordered by the Court, provided in the Preliminary Approval Order, and in compliance with applicable law, to determine whether the Settlement should be approved as fair, reasonable, and adequate, and to determine whether a Final Order and Final Judgment should be entered;
- (g) Providing that any objections by any Class Member to the certification of the Class, the proposed Settlement contained in this Settlement Agreement, the entry of the Final Order and Final Judgment, and Class Counsel’s motion for Attorneys’ Fees and Expenses and for class representatives service awards shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Fairness Hearing if, on or before the date(s) specified in the Class Notice and Preliminary Approval Order, if such objector files with the Court, and submits to

the Parties' counsel, a written objection and notice of intention by the objector to appear at the Fairness Hearing, and otherwise complies with the requirements in this Settlement Agreement for the purposes identified in this agreement;

- (h) Establishing dates by which the Parties shall file and serve all papers in support of the application for final approval of the Settlement and/or any response to any valid and timely objections, and providing that all Class Members will be bound by the Final Order and Final Judgment unless such Class Members timely file valid written requests for exclusion or opt out in accordance with this Settlement Agreement and the Class Notice;
- (i) Providing a procedure for Class Members to request exclusion from/ opt out of the Settlement and that Class Members wishing to exclude themselves from the Settlement, who will have until the date specified in the Class Notice and the Preliminary Approval Order to submit a request for exclusion or opt out to the Settlement Administrator;
- (j) Directing the Parties, pursuant to the terms and conditions of this Settlement Agreement, to take all necessary and appropriate steps to seek final approval and implementation of the Settlement;
- (k) Pending the Fairness Hearing, staying all proceedings in the Actions (if the Actions are not already stayed), other than proceedings necessary to carry out or enforce the terms and conditions of this Settlement Agreement and the Preliminary Approval Order, and unless and until this Agreement is terminated pursuant to its terms and conditions; and
- (m) Pending the Fairness Hearing, enjoining Plaintiffs and Class Members, from commencing or prosecuting, either directly or indirectly, any action in any forum (state or federal) asserting any of the Released Claims.

41. Following the entry of the Preliminary Approval Order, the Class Notice shall be given and published by the Settlement Administrator in accord with the approved Notice Plan.

42. Class Counsel shall draft the motion for Final Approval and provide that draft to Defendant's Counsel reasonably in advance of filing such motion with the Court.

43. At the Fairness Hearing, the Parties shall seek to obtain from the Court a Final Order and Final Judgment in the form substantially similar to Exhibits "A" and "B," respectively. The Final Order and Final Judgment shall, among other things:

- (a) Find that the Court has personal jurisdiction over Defendant and all Class Members, the Court has subject matter jurisdiction over the claims asserted in the Actions, and that venue is proper;
- (b) Grant final approval of this Settlement Agreement and the Settlement;

- (c) Certify the Class for purposes of settlement;
- (d) Find that the notice to the Class complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;
- (e) Incorporate the Release set forth in this Settlement Agreement and make the Release effective as of the date of the Final Order and Final Judgment;
- (f) Order the injunctive relief described in Paragraph 46 of this Settlement Agreement;
- (g) Authorize the Parties to implement the terms of the Settlement; and
- (i) Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of this Settlement Agreement, the Final Order, Final Judgment, any final order approving Attorneys' Fees and Expenses and Service Awards, and for any other necessary purpose.

44. Based upon the Declaration of the Settlement Administrator, attached hereto as Exhibit "G," the Parties agree that the Notice Plan contemplated by this Settlement Agreement is valid and effective, that if effectuated, it would provide reasonable notice to the Class, and that it represents the best practicable notice under the circumstances.

IV. THE SETTLEMENT CONSIDERATION

45. **Gross Settlement Non-Reversionary Fund.** As consideration for the Settlement and subject to Court approval, Defendant agrees to pay \$2,500,000.00 (two million five hundred thousand US dollars) to create a non-reversionary settlement fund ("Gross Settlement Fund"). A Taxpayer ID number will be obtained and an account opened for the settlement fund. All required taxes will be paid from the settlement fund and the Settlement Administrator will work with a Certified Public Accounting firm to file all necessary tax returns, at no cost to Defendant. Defendant shall fund the Gross Settlement Fund no more than twenty (20) days after the Preliminary Approval Date.

The Gross Settlement Fund will be used to pay for: (1) all costs for notice and administration; (2) any award of attorneys' fees and expenses as the Court may order (3) any class representative service awards as the Court may order; and (4) all Approved Claims submitted by Settlement Class Members. Amounts will be distributed from the Gross Settlement Fund as set forth below. Any amounts related to (2) and (3) shall be held by the Settlement Administrator and not distributed to counsel and class representatives until after claims payments are made to settlement Class Members who have submitted an Approved Claim.

a. **Cash Benefits to Class Members.** Class Members shall be eligible for the relief provided in this Settlement Agreement, provided Class Members complete and timely submit a Claim Form, which shall be included with the Class Notice and available on the Settlement

Website described in this Settlement Agreement, to the Settlement Administrator by the Bar Date, subject to the terms and conditions of this Settlement Agreement.

Class Members shall be eligible for a *pro rata* share of the Gross Settlement Fund, after deducting notice and administration costs set forth in this paragraph² and as approved by the Court, attorneys' fees, costs, and expenses as approved by the Court³, and class representative service awards⁴ as approved by the Court. The *pro rata* share to each Class Member shall not exceed the dollar amount the Class Member spent on Eligible Products.⁵ To the extent any money remains in the Gross Settlement Fund after the first round of *pro rata* share payments are made to Class Members, all settlement payment checks are voided due to non-deposit (*i.e.*, checks that Class Members do not cash), and notice and administration costs set forth in this paragraph and as approved by the Court, attorneys' fees, costs, and expenses as approved by the Court, and class representative service awards approved by the Court, a second round of *pro rata* payments will be made to the Class Members, as long as such funds are sufficient to distribute an additional amount of at least \$5.00 to every Class Member and do not exceed the dollar amount the Class Member spent on Eligible Products the Class Members purchased.

- i. If the total amount of eligible claims exceeds the funds available for cash distributions from the Gross Settlement Fund, then each claimant's award shall be proportionately reduced. Similarly, if the total amount of eligible claims is less than the funds available for cash distributions from the Gross Settlement Fund, then each claimant's award will be proportionally increased.
- ii. The Settlement Administrator shall pay all Approved Claims no later than thirty (30) days after the Bar Date.

² The Settlement Administrator estimated the notice and administration costs to currently be approximately \$312,000.

³ Class Counsel intends to move the Court for an award of attorneys' fees in the amount of 33 and 1/3% of the Gross Settlement Fund, or \$833,250. As of the date of this Settlement Agreement, Class Counsel has also incurred approximately \$51,340 in expenses and costs. Class Counsel reserves the right to recover any reasonable expenses incurred after this Settlement Agreement is executed, although Class Counsel expects any additional expenses and costs to be modest given the procedural posture of the Actions.

⁴ Class Counsel intends to move for a class representative service award in the amount of \$2,500 per named Plaintiff.

⁵ This Settlement Agreement reimburses Class Members for certain monies spent on "pots" or "pans." Defendant sells its pots and pans as standalone products, and also as parts of various cookware sets and bundles (with other cookware and other non-cookware products). For purposes of *pro rata* claim calculation, each Class Member's *pro rata* share will be calculated based on the value of the pots and/or pans they purchased, either as standalone items or within cookware sets or bundles, excluding components of sets or bundles that are not pots and/or pans within the Eligible Products (such as lids, knives, cooking accessories, etc.).

b. Notice and Administration Costs. The actual Notice and Administration Costs incurred in accordance with this Settlement Agreement. The Settlement Administrator estimates the cost of Notice and Administration to be approximately \$312,000 calculated with an estimated 5% claims rate. This is a fair bid for notice and administration. Class Counsel contacted leading settlement administrators to obtain quotes for providing administrative services for settlement. After thorough review of the proposals and comparing the cost efficiencies against the services provided, counsel selected Verita as the Settlement Administrator and asks the Court to approve that selection.

c. Named Plaintiff Service Awards. In recognition of the time and effort the Named Plaintiffs expended in pursuing the Actions and in fulfilling their obligations and responsibilities as class representatives, Class Counsel intends to seek a service award of two thousand five hundred dollars (\$2,500) for each of the Named Plaintiffs, subject to Court approval. Defendant will not object to this request for service awards for the Named Plaintiffs. The Settlement is not contingent on the Court's approval of the proposed service awards.

d. Attorneys' Fees and Expenses. Class Counsel shall apply to the Court for an award of reasonable Attorneys' Fees and Expenses for their work in connection with the Actions. Such request for fees shall be up to and not exceeding 33 1/3% of the Gross Settlement Fund, which is approximately \$833,250, plus reasonable costs and expenses, which are currently approximately \$51,340. This shall be the sole compensation paid by Defendant for Plaintiffs' fees and expenses. Class Counsel's motion for Attorneys' Fees and Expenses shall be filed no later than thirty (30) days before the Opt-Out and Objection Deadline. Any attorneys' fees and expenses ordered by the Court shall be paid out of the Gross Settlement Fund.

Settlement Class Members shall have thirty (30) days after the filing of the application for Attorneys' Fees and Expenses to object to and oppose Class Counsel's request for Attorneys' Fees and Expenses by filing with the Court and serving on Class Counsel and Defense Counsel any objections relating to Class Counsel's application for Attorneys' Fees and Expenses.

e. Cy Pres Distribution. If, after payment of (1) Cash Benefits to Class Members, including any second *pro rata* distribution of any residual amount of the Gross Settlement Fund, to the extent feasible, (2) Notice and Administration, (3) Named Plaintiff Service Awards, and (4) Attorneys' Fees and Expenses, there is any remaining amounts, including checks distributed to Settlement Class Members that remain uncashed after 120 days, those remaining amounts will be distributed to the California Fire Foundation, subject to the Court's approval. The California Fire Foundation is a nonprofit organization that provides emotional and financial assistance to families of fallen firefighters, firefighters, and the communities they protect. Attached hereto as Exhibit H is a declaration from Class Counsel regarding any interest or involvement in the *cy pres* recipient identified herein.

46. Injunctive Relief. In consideration for the Release contained in this Settlement Agreement, and as a result of the efforts of the Plaintiffs and Class Counsel, Defendant agrees to the following injunctive relief:

a. Defendant will cease to market or advertise any product containing PTFE or any chemical in the PFAS family as “PFAS free” or “PFOA free”;

b. Defendant will cease to market or advertise any product containing PTFE or any chemical in the PFAS family as “non-toxic”;

c. Nothing shall prevent Defendant from continuing to market or advertise that any product is “metal utensil safe”; and

d. Nothing shall prevent Defendant from continuing to market or advertise that any product that does not contain PTFE or other chemical in the PFAS family as “non-toxic” and/or “PFOA-free” for example, pans with ceramic or other coating(s) that don’t contain PTFE.

47. Confirmatory Discovery. Defendant has cooperated in and agrees to continue to cooperate with reasonable confirmatory discovery propounded by Plaintiffs, which shall be limited to the scope and size of the Settlement Class and to confirm the reasonableness of the Settlement and analyze and effect reasonable Class notice under the best practicable means. The Parties agree that confirmatory discovery will be reasonable, cost effective, expeditious, and not unduly burdensome.

V. NOTICE TO THE CLASS

48. Following the Court’s preliminary approval of this Settlement Agreement and the Court’s appointment of the Settlement Administrator, the Settlement Administrator shall effectuate the Notice Plan and disseminate the Class Notice as provided for in the Declaration of the Settlement Administrator, attached hereto as Exhibit “G”, and as specified in the Preliminary Approval Order and in this Settlement Agreement. The Settlement Administrator shall also comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution and California Rules of Court, Rules 3.766 and 3.771(b).

49. Identification of Settlement Class Members within Defendant’s records. Defendant shall conduct a reasonable search of its records to identify the name, email address, and street address of all persons within the Settlement Class. Within twenty (20) days of the entry of the Preliminary Approval Order, Defendant shall compile a list with the names, email addresses, mailing or street addresses for Settlement Class Members and provide them to the Settlement Administrator. Defendant shall also provide a summary of the information provided to the Settlement Administrator to Class Counsel, including the aforementioned categories and total quantities within each category.

50. Email and Mail Notice to Settlement Class Members. The Settlement Administrator will cause Notice, which includes information related to objections, opt-outs, and the Fairness hearing⁶ and which is in the form approved by the Court, to be emailed or, if no valid email address

⁶ The Los Angeles Superior Court, Complex Civil Department Checklist for Preliminary Approval of Class Action Settlement (“Settlement Guidelines”) requires the Settlement Agreement to accurately reflect the Court’s current social distancing procedure for attendance at hearings and review of court files. The Guidelines further instruct counsel to consult the Court’s website for the

is available or if notice is deemed undeliverable by email, mailed to Settlement Class Members at an address reflected in Defendant's reasonably available computerized records, as of the date of entry of the Preliminary Approval Order. Notices returned by the USPS as undeliverable will be re-mailed to any address available through postal service forwarding order information. For any returned mailing that does not contain an expired forwarding order with a new address indicated, the Settlement Administrator will conduct further address searches using credit and other public source databases to attempt to locate new addresses and will re-mail these notices where possible.

The Settlement Administrator will also work with other retailers, such as Amazon and Costco to ensure Settlement Class Members that purchased any of the Eligible Products from these other retailers receive notice of the Settlement and the Fairness hearing in compliance with this Settlement Agreement. Amazon may independently send an email notice and or mailed notice to all Settlement Class Members for which they possess an email and/or postal address.

51. Settlement Website. Before the dissemination of the Class Notice, the Settlement Administrator shall establish and maintain a Settlement Website that will: (i) notify the Settlement Class of their rights to opt out or exclude themselves from the Settlement Class; (ii) notify the Settlement Class of their right to object to this Agreement; (iii) notify the Settlement Class that no further notice will be provided to them, except for a notice of final judgment posted to the Settlement Website; (iv) inform the Settlement Class that they should monitor the Settlement Website for further developments; (v) inform the Settlement Class of their right to attend the Final Fairness Hearing conducted by the Court and any changes to the date and time of the Final Fairness Hearing; (vi) Plaintiffs' motion(s) for award of Attorneys' Fees and Expenses and for Class Representative Service Awards (when available); (vii) include a copy of this Agreement, the Preliminary Approval Order, the Claim Form, and the Long Form and Short Form Notices; (viii) include copies of the material documents that are filed publicly with the Court in connection with the Settlement; and (ix) include any other information or materials that may be required by the Court and/or agreed to by the Parties. The Parties shall have the right to review and approve the content of the Settlement Website. The Settlement Website will also allow for electronic submission, through the website, of the Claim Form (in addition to Claim Forms being mailed to the Settlement Administrator).

52. The Claims Administrator shall ensure that the Settlement Website is active and able to accept online claims prior to the dissemination of any Notice to the Settlement Class. The Settlement Website address will be published in the Notice.

53. Media Notice. The Settlement Administrator will also implement a media campaign consisting of online advertisements and newspaper publication. Approximately 10,500,000 digital impressions will be purchased programmatically via one or more ad exchanges and distributed over various websites and the social media platforms Facebook and Instagram. The impressions will be broadly targeted to adults 18 years of age or older nationwide but will appear alongside content related to cookware, cooking, recipes, etc., where available, as well as behaviorally target cooking enthusiasts or aspiring chefs, users with an interest in HexClad, gourmet cooking equipment, or non-

most current information. The website does not currently have a social distancing policy in effect, and therefore Counsel did not include a provision related to social distancing procedures.

stick cookware, as well as other related keywords and/or interests. The digital notices will appear on both desktop and mobile devices, including tablets and smartphones, in display and native ad formats. All digital media notices will include an embedded link to the settlement website. The digital media campaign will be monitored by Verita's digital specialists to analyze key campaign performance indicators and make real-time modifications, as needed. Further, to fulfill California's CLRA notice requirement, Verita will publish the Summary Notice as an approximate eighth-page ad unit once a week for four consecutive weeks in the *Los Angeles Daily News*.

54. Compliance with Notice Plan. At least thirty (30) days prior to the Fairness Hearing, Defendant, through its counsel of record, and the Settlement Administrator shall provide to Class Counsel, a declaration or declarations that they complied with all provisions of the Notice plan ordered by the Court.

VI. RELEASES

55. Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Order and Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties. The Released Claims shall be construed as broadly as possible to effect complete finality over this litigation involving Defendant advertising, labeling, marketing, sale, and/or performance of the Eligible Products as set forth herein.

56. Members of the Class who have opted out of the Settlement by the Opt-Out and Objection Deadline do not release their claims and will not obtain any benefits of the Settlement.

57. The Court shall enter an order retaining jurisdiction over the Parties to this Settlement Agreement with respect to their future performance of the terms of this Settlement Agreement. In the event that any applications for relief are made, such applications shall be made to the Court.

58. Upon the Effective Date: (a) this Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Class Members; and (b) Plaintiffs and the Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting against the Released Parties in any federal or state court or tribunal any and all Released Claims.

VII. ADMINISTRATION OF THE SETTLEMENT AND CLAIM PROGRAM

59. Notice will be provided to members of the Settlement Class by the method set forth in this Agreement and Exhibit G to this Agreement (the attached Declaration of the Settlement Administrator.)

60. The Claims Administrator will review each Claim Form submitted by a Class Member to determine whether the Claim Form is valid and will reject any invalid claims (if any), within thirty (30) days after the expiration of the Claims Period. The Claims Administrator shall promptly report all such determinations of invalidity to both Class Counsel and Defendant's counsel via weekly updates.

61. The Claims Administrator agrees to maintain the Settlement Website containing a link to the Notice and Claim Form. A Class Member must certify under penalty of perjury that he or she is a member of the Class, provide his or her name, and select which product was purchased and the approximate date of purchase, including how many products were purchased during the Class Period. Failure to submit information pertaining to the approximate date of purchase is not reason (in and of itself) to reject a Claim Form.

62. The Claim Form must be mailed or submitted electronically to the Claims Administrator and postmarked no later than the last day of the Claims Period.

63. The Settlement Website shall stay online and active for the entirety of the Claims Period and through the final determination of all claims.

64. If the Settlement Administrator deems a Claim invalid, they must notify the claimant in writing by email or mail no later than thirty (30) days after the expiration of the Claims Period, stating the reasons for the rejection. The claimant will have fifteen (15) days after the notice is mailed to present in writing by email or mail additional information or evidence in support of his or her Claim. If a claimant timely provides such additional information, the Settlement Administrator will either: (i) approve the Claim; or (ii) advise Class Counsel and Defense Counsel that the Settlement Administrator continues to deem the Claim invalid and seek resolution by agreement of counsel. If Class Counsel and Defendant cannot agree on the resolution of any disputed Claim, final determination of disputed Claims will be made by the Settlement Administrator. The Settlement Administrator will exercise best efforts to submit any such disputed Claims to Class Counsel and Defense Counsel in batches.

65. Class Members who do not return a Claim Form postmarked on or before the final day of the Claims Period will not qualify to receive any monetary consideration under the settlement as set out in Paragraph 45(a) above, but will remain Class Members and be bound by this Settlement and all of the terms of this Settlement Agreement including the terms of the Final Order and Final Judgment to be entered in the Actions and the releases provided for herein, and will be barred from bringing any action in any forum (state or federal) against any of the Released Parties concerning any of the Released Claims.

66. All costs associated with the claim approval program and the Notice program will be paid out of the non-reversionary settlement fund set forth above in Paragraph 45(b).

VIII. OBJECTIONS AND OPT-OUTS BY CLASS MEMBERS

67. Settlement Class Members shall have the right to appear and present Objections as to any reason why they believe the terms of this Agreement should not be given Final Approval.

68. The Class Member may send written objections and all papers in support of such objections to the Settlement Administrator in the time set forth in the Notice, which will be no later than sixty (60) days after the Notice Date. The submission of any objection will not extend the time within which a member of the Settlement Class may file a request for exclusion from the settlement.

69. Any Class Member who intends to object to the fairness, reasonableness, and/or adequacy of the Settlement should timely submit an objection to the Settlement Administrator postmarked no later than the Opt-Out and Objection Deadline, which is no later than sixty (60) days after the Notice Date. Putative Class Members wishing to object to the Settlement should send to the Settlement Administrator a personally signed letter, including: (a) their full name; (b) current address; (c) a clear statement communicating that they “object” to the Settlement and the basis for the objection; (d) their personal signature (not that of their counsel) in ink; and (e) the case name and case number. The objection statement should also state whether the Class Member plans to attend the Final Fairness Hearing. Failure to adhere to the requirements of this paragraph will not prevent Class Members from appearing at the Final Fairness Hearing and compliance with this provision is not required for an objection to be valid.

70. Any attorney hired by a Settlement Class Member (at the Class Member’s expense) for the purpose of objecting to any term or aspect of this Agreement or for purpose of intervening in this Action is required to provide a notice of appearance to the Settlement Administrator (who shall forward it to Class Counsel and Defendant’s counsel) and to file the notice of appearance with the Court. These provisions, included in Paragraphs 69-74 of this Settlement Agreement are included to prevent improper obstructions to Class Members relief from the benefits of this Settlement.

71. Members of the Class may elect to opt out of the Settlement by the Opt-Out and Objection Deadline, which is no later than sixty (60) days after the Notice Date. Putative Class Members wishing to opt out of the Settlement should send to the Settlement Administrator a personally signed letter, including: (a) their full name; (b) current address; (c) a clear statement communicating that they elect to be “excluded” from the Settlement or “opt-out” of the Settlement and the basis for the exclusion or “opt-out”; (d) their personal signature (not that of their counsel) in ink; and (e) the case name and case number.

72. Any request for exclusion or “opt-out” should be postmarked on or before the Opt-Out and Objection Deadline. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Members of the Class who fail to submit a valid and timely request for exclusion on or before the date specified in the Court’s Preliminary Approval Order shall be bound by all terms of this Settlement Agreement and the Final Order and Final Judgment, regardless of whether they have requested exclusion from the Settlement.

73. Any member of the Settlement Class who chooses to be excluded and who provides the requested information will not be bound by any judgment entered in connection with this Settlement. A list of persons who timely requested exclusion shall accompany Plaintiffs’ motion for final approval of the Settlement.

74. Any Member of the Class who submits a timely request for exclusion or opt out may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement. Settlement Class Members opting out of the Settlement relinquish their rights to the benefits hereunder. Members of the Class who opt out of the Settlement will not release their claims pursuant to this Settlement Agreement.

75. Notwithstanding any other provision of this Settlement Agreement, if more than five percent of the Members of the Class opt out of the Settlement, Defendant, in its sole discretion, may rescind and revoke the entire Settlement and this Settlement Agreement, thereby rendering the Settlement null and void in its entirety, by sending written notice that Defendant revokes the settlement pursuant to this paragraph to Class Counsel. This unilateral right to withdraw must be exercised within ten (10) days of Defendants' receipt of notification that the number of individuals validly requesting exclusion exceeds the maximum threshold. If Defendant rescinds the Settlement pursuant to this paragraph, it shall have no further obligations to make payments or distributions of any kind pursuant to this Settlement Agreement.

IX. SCOPE AND EFFECT OF CONDITIONAL CERTIFICATION OF THE CLASS SOLELY FOR PURPOSES OF SETTLEMENT

76. For purposes of settlement only, the Parties agree to seek provisional certification of the Class. The Parties further agree that the Court should make preliminary findings and enter the Preliminary Approval Order (substantially in the form attached at Exhibit "E") granting provisional certification of the Class subject to final findings and ratification in the Final Order and Final Judgment and appointing the representative Plaintiffs as the representatives of the Class and Class Counsel as counsel for the Class.

77. Defendant does not consent to certification of the Class for any purpose other than to effectuate the Settlement of the Actions. Defendant's agreement to conditional certification does not constitute an admission of wrongdoing, fault, liability, or damage of any kind to Plaintiffs or any of the putative Class Members.

78. If this Settlement Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or not consummated for any reason, or the Effective Date does not occur for any reason, the order certifying the Class for purposes of effectuating this Settlement Agreement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Actions shall proceed as though the Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Actions shall return to the procedural status quo as of the date of the Term Sheet in accordance with this paragraph. Class Counsel shall not refer to or invoke the vacated findings and/or order relating to class settlement in the event this Settlement Agreement is not consummated and the case is later litigated and contested by Defendant.

X. MODIFICATION OR TERMINATION OF THE SETTLEMENT

79. The terms and provisions of this Settlement Agreement may be amended, modified, or expanded only by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Final Order and Final Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court only if such changes are consistent with the Court's Final Order and Final Judgment and do not materially alter, reduce or limit the rights of Class Members under this Settlement Agreement.

80. In the event the terms or conditions of this Settlement Agreement are materially modified by any court, either party in its sole discretion, to be exercised within fourteen (14) days after such a material modification, may declare this Settlement Agreement null and void. For purposes of this paragraph, material modifications include but are not limited to any modifications to the definitions of the Class, Class Members, or Released Claims, changes to the notice plan described herein or any Exhibit hereto, and/or any modifications to the terms of the settlement consideration described throughout this Settlement Agreement. In the event that a party exercises his/her/their/its option to withdraw from and terminate this Settlement Agreement, then the Settlement proposed herein shall become null and void and shall have no force or effect, the Parties shall not be bound by this Settlement Agreement, and the Parties will be returned to their respective positions existing immediately before the execution of the Term Sheet.

XI. SETTLEMENT NOT EVIDENCE AGAINST PARTIES

81. The Parties expressly acknowledge and agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408, California Evidence Code section 1152, and any equivalent state law or rule. In no event shall this Settlement Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Actions, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Settlement Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, Defendant, the Released Parties, Plaintiffs, or the Class, or as a waiver by Defendant, the Released Parties, Plaintiffs, or the Class of any applicable privileges, claims or defenses.

82. The provisions contained in this Settlement Agreement are not and shall not be deemed a presumption, concession, or admission by Defendant of any default, liability or wrongdoing as to any facts or claims alleged or asserted in the Actions, or in any actions or proceedings, nor shall they be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Actions, or in any other action or proceeding, whether civil, criminal, or administrative. Defendant expressly denies the allegations in the Actions. Defendant does not admit that it or any of the Released Parties has engaged in any wrongful activity or that any person has sustained any damage by reason of any of the facts complained of in the Action. Defendant does not consent to certification of the Class for any purpose other than to effectuate the Settlement of the Actions.

XII. BEST EFFORTS

83. The Parties (including their counsel, successors, and assigns) agree to cooperate fully and in good faith with one another and to use their best efforts to effectuate the Settlement, including without limitation, providing any information to Counsel to the Parties or the Settlement Administrator reasonably necessary to ensure compliance with and implementation of the Settlement

and the terms of this Settlement Agreement, carrying out the terms of this Settlement Agreement, and promptly agreeing upon and executing all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement. In the event the Court fails to approve the Settlement or fails to issue the Final Order and Final Judgment, the Parties agree to use all reasonable efforts, consistent with this Settlement Agreement to cure any defect identified by the Court.

84. Each Party will cooperate with the other Party in connection with effectuating the Settlement and the administration of claims thereunder. Any requests for cooperation shall be narrowly tailored and reasonably necessary for the requesting Party to recommend the Settlement to the Court, and to carry out its terms.

XIII. MISCELLANEOUS PROVISIONS

85. The Parties agree that the recitals are contractual in nature and form a material part of this Settlement Agreement.

86. This Settlement Agreement and its accompanying Exhibits set forth the entire understanding of the Parties. No change or termination of this Settlement Agreement shall be effective unless in writing and signed by Class Counsel and Defense Counsel. No extrinsic evidence or parol evidence shall be used to interpret this Settlement Agreement.

87. Any and all previous agreements and understandings between or among the Parties regarding the subject matter of this Settlement Agreement, whether written or oral, are superseded and hereby revoked by this Settlement Agreement. The Parties expressly agree that the terms and conditions of this Settlement Agreement will control over any other written or oral agreements.

88. All of the Parties warrant and represent that they are agreeing to the terms of this Settlement Agreement based upon the legal advice of their respective attorneys, that they have been afforded the opportunity to discuss the contents of this Settlement Agreement with their attorneys and that the terms and conditions of this document are fully understood and voluntarily accepted.

89. The waiver by any Party of a breach of any term of this Settlement Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. The failure of a Party to insist upon strict adherence to any provision of this Settlement Agreement shall not constitute a waiver or thereafter deprive such Party of the right to insist upon strict adherence.

90. The headings in this Settlement Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this document.

91. Unless otherwise noted, all references to “days” in this Settlement Agreement shall be to calendar days. In the event any date or deadline set forth in this Settlement Agreement falls on a weekend or federal legal holiday, such date shall be on the first business day thereafter.

92. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same

instrument. The date of execution shall be the latest date on which any Party signs this Settlement Agreement.

93. This Settlement Agreement has been negotiated among and drafted by Class Counsel and Defense Counsel. Plaintiffs, Class Members, and Defendant shall not be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter or otherwise resort to the contra proferentem canon of construction. Accordingly, this Settlement Agreement should not be construed in favor of or against one Party as to the drafter, and the Parties agree that the provisions of California Civil Code § 1654 and common law principles of construing ambiguities against the drafter shall have no application. All Parties agree that counsel for the Parties drafted this Settlement Agreement during extensive arms' length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.

94. Defendant represents and warrants that the individual(s) executing this Settlement Agreement are authorized to enter into this Settlement Agreement on behalf of Defendant.

95. Any disagreement and/or action to enforce this Settlement Agreement shall be commenced and maintained only in the Court in which the *Cliburn* Action is pending.

96. Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Legal Holidays) express delivery service as follows:

Upon Class Counsel to:

BRIAN C. GUDMUNDSON
brian.gudmundson@zimmreed.com
ZIMMERMAN REED LLP
1100 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402
Telephone: (612) 341-0400

Christopher D. Jennings
JENNINGS & EARLEY, PLLC
500 President Clinton Avenue, Suite 110
Little Rock, AR 72201
Telephone: (501) 247-6267
chris@jefirm.com

John R. Parker, Jr.
ALMEIDA LAW GROUP LLC
3550 Watt Avenue, Suite 140
Sacramento, California 95821

Telephone: (916) 616-2936
jrparker@almeidalawgroup.com

Upon Defendant's Counsel:

Kevin D. Rising
Garrett S. Llewellyn
BARNES & THORNBURG LLP
2029 Century Park East, Suite 300
Los Angeles, California 90067
Telephone: (310) 284-3880
kevin.rising@btlaw.com
garrett.llewellyn@btlaw.com

Joshua D. Rievman
jrievman@drmlaw.com
DUNNING RIEVMAN &
MACDONALD LLP
1350 Broadway, Suite 2220
New York, New York 10018
Telephone: (646) 435-0027

97. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

98. This Settlement Agreement may be signed with an electronic signature and in counterparts, each of which shall constitute a duplicate original.

99. The Parties believe that this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions, and they have arrived at this Settlement through arms'-length negotiations, taking into account all relevant factors, present and potential.

IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and intending to be legally bound hereby, have duly executed this Settlement Agreement as of the date set forth below.

PLAINTIFFS



Khuschbu Didwania

Dated: 01/31/2025

Pratikkumar Patel

Dated: _____

Telephone: (916) 616-2936
jrparker@almeidalawgroup.com

Upon Defendant's Counsel:

Kevin D. Rising
Garrett S. Llewellyn
BARNES & THORNBURG LLP
2029 Century Park East, Suite 300
Los Angeles, California 90067
Telephone: (310) 284-3880
kevin.rising@btlaw.com
garrett.llewellyn@btlaw.com

Joshua D. Rievman
jrievman@drmlaw.com
DUNNING RIEVMAN &
MACDONALD LLP
1350 Broadway, Suite 2220
New York, New York 10018
Telephone: (646) 435-0027

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IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and intending to be legally bound hereby, have duly executed this Settlement Agreement as of the date set forth below.

PLAINTIFFS

Khuschbu Didwania

Dated: _____

Pratikkumar Patel

Pratikkumar Patel

Dated: 01/31/2025 _____



Benjamin Adams

Dated: 01/31/2025 _____

Mandy Cliburn

Dated: _____

Matthew Cliburn

Dated: _____

Randi Gurka

Dated: _____

Dana Swoyer

Dated: _____

Lori Cimonetti

Dated: _____

DEFENDANT

One Source to Market, LLC d/b/a
Hexclad Cookware, Inc.

Dated: _____

PLAINTIFFS' COUNSEL

Zimmerman Reed LLP

Dated: _____

Benjamin Adams



Mandy Cliburn

Matthew Cliburn

Randi Gurka

Dana Swoyer

Lori Cimonetti

One Source to Market, LLC d/b/a
Hexclad Cookware, Inc.

Zimmerman Reed LLP

Dated: _____

Dated: 02/03/2025

Dated: _____

Dated: _____

Dated: _____

Dated: _____

DEFENDANT

Dated: _____

PLAINTIFFS' COUNSEL

Dated: _____

Benjamin Adams

Dated: _____

Mandy Cliburn

Dated: _____



Matthew Cliburn

Dated: 02/03/2025

Randi Gurka

Dated: _____

Dana Swoyer

Dated: _____

Lori Cimonetti

Dated: _____

DEFENDANT

One Source to Market, LLC d/b/a
Hexclad Cookware, Inc.

Dated: _____

PLAINTIFFS' COUNSEL

Zimmerman Reed LLP

Dated: _____

Benjamin Adams

Dated: _____

Mandy Cliburn

Dated: _____

Matthew Cliburn

Dated: _____



Randi Gurka

Dated: 02/03/2025

Dana Swoyer

Dated: _____

Lori Cimonetti

Dated: _____

DEFENDANT

One Source to Market, LLC d/b/a
Hexclad Cookware, Inc.

Dated: _____

PLAINTIFFS' COUNSEL

Zimmerman Reed LLP

Dated: _____

Benjamin Adams

Dated: _____

Mandy Cliburn

Dated: _____

Matthew Cliburn

Dated: _____

Randi Gurka

Dated: _____



Dana Swoyer

Dated: 02/03/2025

Lori Cimonetti

Dated: _____

DEFENDANT

One Source to Market, LLC d/b/a
Hexclad Cookware, Inc.

Dated: _____

PLAINTIFFS' COUNSEL

Zimmerman Reed LLP

Dated: _____

Benjamin Adams

Dated: _____

Mandy Cliburn

Dated: _____

Matthew Cliburn

Dated: _____

Randi Gurka

Dated: _____

Dana Swoyer

Dated: _____



Lori Cimonetti

Dated: 02/03/2025

DEFENDANT

One Source to Market, LLC d/b/a
Hexclad Cookware, Inc.

Dated: _____

PLAINTIFFS' COUNSEL

Zimmerman Reed LLP

Dated: _____

Benjamin Adams

Dated: _____

Mandy Cliburn

Dated: _____

Matthew Cliburn

Dated: _____

Randi Gurka

Dated: _____

Dana Swoyer

Dated: _____

Lori Cimonetti

Dated: _____

DEFENDANT



One Source to Market, LLC d/b/a
Hexclad Cookware, Inc.

Dated: 01/30/2025 _____

PLAINTIFFS' COUNSEL

Zimmerman Reed LLP

Dated: _____

Benjamin Adams

Dated: _____

Mandy Cliburn

Dated: _____

Matthew Cliburn

Dated: _____

Randi Gurka

Dated: _____

Dana Swoyer

Dated: _____

Lori Cimonetti

Dated: _____

DEFENDANT

One Source to Market, LLC d/b/a
Hexclad Cookware, Inc.

Dated: _____

PLAINTIFFS' COUNSEL



Zimmerman Reed LLP

Dated: 01/29/2025 _____

Christopher S. Jennings

Jennings & Earley, PLLC

Dated: 01/28/2025

Almeida Law Group LLC

Dated: _____

DEFENDANT'S COUNSEL

Barnes & Thornburg LLP

Dated: _____

Dunning Rievman &
Macdonald LLP

Dated: _____

Jennings & Earley, PLLC

John R. Parker, Jr.

Almeida Law Group LLC

Barnes & Thornburg LLP

Dunning Rievman &
Macdonald LLP

Dated: _____

Dated: 02/03/2025

DEFENDANT'S COUNSEL

Dated: _____

Dated: _____

Jennings & Earley, PLLC

Dated: _____

Almeida Law Group LLC

Dated: _____

DEFENDANT'S COUNSEL

Garrett S. Lewellyn

Barnes & Thornburg LLP

Dated: 02/03/2025

Dunning Rievman &
Macdonald LLP

Dated: _____

Jennings & Earley, PLLC

Dated: _____

Almeida Law Group LLC

Dated: _____

DEFENDANT'S COUNSEL

Barnes & Thornburg LLP

Dated: _____

Joshua D. Rievman

Dunning Rievman &
Macdonald LLP

Dated: 01/30/2025

EXHIBIT A

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 MANDY and MATTHEW CLIBURN, RANDI
11 GURKA, DANA SWOYER, LORI
12 CIMONETTI, KHUSHBU DIDWANIA,
13 PRATIKKUMAR PATEL, BENJAMIN
ADAMS, on behalf of themselves and all others
similarly situated,

14 Plaintiffs,

15 v.

16 ONE SOURCE TO MARKET, LLC d/b/a
17 HEXCLAD COOKWARE,

18 Defendant.
19
20
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CASE NO.: 23STCV28390

*Assigned for all purposed to the Honorable
David S. Cunningham, III*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date Action Filed: November 17, 2023

FAC Filed: December 22, 2023

Department: 11

Trial Date: TBD

Final Approval: TBD

1 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF AMENDED CLASS ACTION**
2 **SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

3 **WHEREAS**, a Settlement Agreement was made and entered into by and among the following
4 Settling Parties: (i) Mandy Cliburn, Matthew Cliburn, Randi Gurka, Dana Swoyer, Lori Cimonetti,
5 Khushbu Didwania, Pratikkumar Patel, and Benjamin Adams (collectively the “Representative
6 Plaintiffs”), individually and on behalf of the Settlement Class Members, by and through Settlement
7 Class Counsel; and (ii) One Source to Market, LLC d/b/a Hexclad Cookware (“OSTM” or “Defendant”)
8 (the “Settlement Agreement”), for the benefit of all Released Parties, by and through the Defendant’s
9 counsel of record; and

10 **WHEREAS**, on _____, the Court entered an Order of Preliminary Approval
11 (“Preliminary Approval Order”) that, among other things, (a) preliminarily certified a nationwide class
12 for the purposes of settlement only; (b) preliminarily approved the Settlement Agreement; (c)
13 provisionally appointed Zimmerman Reed LLP, Jennings & Earley, PLLC, and Almeida Law Group as
14 Settlement Class Counsel; (d) provisionally appointed Plaintiffs as Representative Plaintiffs or Class
15 Representative; (e) appointed Verita Global, LLC as the Claims Administrator; (f) approved the form
16 of notice to Settlement Class Members, and the method of dissemination thereof; (g) directed that the
17 notice of the Settlement be disseminated to the Class; and (h) set a hearing date for the Final Fairness
18 Hearing; and

19 **WHEREAS**, notice to the Settlement Class ordered by the Court has been disseminated as
20 ordered, according to the declaration of the Claims Administrator filed with the Court on _____;
21 and

22 **WHEREAS**, on _____, a Final Fairness Hearing was held on whether the settlement set
23 forth in the Settlement Agreement was fair, reasonable, adequate, and in the best interests of the Class,
24 such hearing date being a due and appropriate number of days after such notice to the Settlement Class;
25 and

26 **NOW THEREFORE**, having reviewed and considered the submissions presented with respect
27 to the settlement set forth in the Settlement Agreement and the record in these proceedings, having heard
28 and considered the evidence presented by the parties and any non-party objectors, as well as the

1 arguments of counsel, and having determined that the settlement set forth in the Settlement Agreement
2 is fair, reasonable, adequate, and in the best interests of the Class;

3 **IT IS HEREBY ORDERED:**

- 4 1. The Court incorporates by reference the definitions set forth in the Settlement Agreement
5 and the Preliminary Approval Order.
- 6 2. The Court finds it has personal and subject-matter jurisdiction over this matter, the
7 Settling Parties, and all Class Members.
- 8 3. The form, content, and method of dissemination of the notice given to the Class were
9 adequate and reasonable, and constituted the best notice practicable under the
10 circumstances.
- 11 4. The notice, as given, provided valid, due, and sufficient notice of the proposed
12 settlement, the terms and conditions set forth in the Settlement Agreement, and these
13 proceedings to all persons entitled to such notice, and said notice fully satisfied the
14 requirements of the California Rules of Court and due process.
- 15 5. The Class Representative Plaintiffs and Settlement Class Counsel fairly and adequately
16 represented the interests of Class Members in connection with the settlement set forth in
17 the Settlement Agreement. Thus, the Court appoints Zimmerman Reed LLP, Jennings &
18 Earley, PLLC, and Almeida Law Group as Settlement Class Counsel. The Court also
19 appoints Plaintiffs as Representative Plaintiffs.
- 20 6. All objections to the settlement set forth in the Settlement Agreement having been
21 considered and having been found either to be mooted by the settlement or not supported
22 by credible evidence, the settlement set forth in the Settlement Agreement is in all
23 respects, fair, adequate, reasonable, proper, and in the best interests of the Class, and is
24 hereby approved.
- 25 7. Every Class Member who exercised their right to opt out of the Settlement is hereby
26 excluded from the Settlement Class.

1 8. Class Representative Plaintiffs, Defendant, the Claims Administrator, and Class
2 Members shall consummate the Settlement according to the terms of the Settlement
3 Agreement.

4 9. The Settlement Agreement, and each and every term and provision thereof, shall be
5 deemed incorporated herein as if explicitly set forth herein and shall have the full force
6 and effect of an order of this Court.

7 10. The Released Claims of each Class Member are hereby extinguished as against the
8 Released Persons.

9 11. The Court having considered Plaintiffs' Motion for Attorney's Fees, Costs, and Expenses
10 and Service Awards to Representative Plaintiffs hereby grants the Motion and awards
11 Plaintiffs' counsel are awarded \$_____ for their fees and expenses in the case,
12 hereby extinguishing any claims for any such fees, costs or expenses as against the
13 Released Persons. The Court further awards each Representative Plaintiff a Service
14 Award in the amount of \$2,500.00 (for a total of \$20,000.00).

15 12. Without affecting the finality of this Order in any way, this Court retains continuing
16 jurisdiction over the Settling Parties and the Class for the administration, consummation,
17 and enforcement of the terms of the Settlement Agreement as set forth in the Settlement
18 Agreement.

19 13. In the event the Effective Date does not occur, this Order shall be rendered null and void
20 and shall be vacated and, in such event, as provided in the Settlement Agreement, this
21 Order and all orders entered in connection herewith shall be vacated and null and void.

22 **IT IS SO ORDERED.**

23
24
25 Dated: _____

The Honorable David S. Cunningham, III
Superior Court Judge
Los Angeles Superior Court

EXHIBIT B

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 MANDY and MATTHEW CLIBURN, RANDI
11 GURKA, DANA SWOYER, LORI
12 CIMONETTI, KHUSHBU DIDWANIA,
13 PRATIKKUMAR PATEL, BENJAMIN
ADAMS, on behalf of themselves and all others
similarly situated,

14 Plaintiffs,

15 v.

16 ONE SOURCE TO MARKET, LLC d/b/a
17 HEXCLAD COOKWARE,

18 Defendant.

CASE NO.: 23STCV28390

*Assigned for all purposes to the Honorable
David Cunningham, III*

[PROPOSED] FINAL JUDGMENT

Date Action Filed: November 17, 2023
FAC Filed: December 22, 2023

Department: 11
Trial Date: TBD

1 Pursuant to the Order Granting Final Approval entered on _____[date], judgment is hereby
2 entered as to the Released Claims, without fees or costs to any Party except as otherwise provided in the
3 Final Approval Order and the Settlement Agreement.

4 **IT IS SO ADJUDGED.**

5
6 Dated: _____

The Honorable David S. Cunningham, III
Superior Court Judge
Los Angeles Superior Court

EXHIBIT C

CLAIM FORM

To qualify for a cash payment, you must submit a completed Claim Form and provide proof of purchase by **Month __, 2025**.

In order to qualify for a cash payment you must complete Sections I and II below. By signing and submitting this Claim Form, you are authorizing the Settlement Administrator to contact you for more information, if needed, to help evaluate your claim. All information you provide will be used only for purposes of administering this Settlement.

I. CLAIMANT INFORMATION

First Name: _____ Last Name: _____

Email Address: _____ Telephone Number: _____

Mailing Address: _____

City _____ State _____ Zip Code _____

II. PRODUCT(S) PURCHASED

Tell us which of the eligible product(s) you purchased.

The Eligible Products include:

■ 1 QT Hybrid Pot; ■ Hybrid Fry Pan 7”; ■ 8” HexClad Hybrid Pan; ■ 10” HexClad Hybrid Pan; ■ 10” Hybrid Wok; ■ 12” HexClad Hybrid Pan; ■ 12” Hybrid Wok; ■ 14” HexClad Hybrid Pan with Lid; ■ 14” Hybrid Wok with Lid; ■ Hybrid Griddle Pan 12”; ■ Hybrid Griddle Pan 13”; ■ 5 QT Saucepan; ■ HexClad Hybrid 1 QT Pot With Lid; ■ HexClad Hybrid 10 QT Stock Pot With Lid; ■ HexClad Hybrid 2 QT Pot With Lid; ■ HexClad Hybrid 3 QT Pot With Lid; ■ HexClad Hybrid 8 QT Pot With Lid; ■ HexClad Hybrid 10 QT Stock Pot With Lid; ■ Hybrid Deep Sauté Pan with Lid 5.5Qt;	■ Hybrid Deep Sauté Pan/Chicken Fryer with Lid 7QT; or ■ Any sets in which any of the HexClad Hybrid pans are included, such as: • the Hybrid Perfect Pots & Pans Set (12 Pc); • 13 PC HexClad Hybrid Cookware Set; • 6 PC HexClad Hybrid Cookware Set; • 20 PC HexClad All-In Bundle; • Complete Kitchen Bundle; • HexClad Ultimate Everything Collection; • Essentials Bundle; • Level-Up Bundle; Starter Bundle; • Family Pasta Bundle; or, ■ any such variations of these pans or sets including pans sold with or without a lid.
---	--

Date of Purchase	Eligible Product Purchased	Quantity	Total Amount Paid

(Attach additional sheets if necessary)

III. PAYMENT OPTIONS

If you use this Paper Claim Form, a check will be mailed to the address above. If you want to receive an electronic payment, please submit your Claim online

IV. AFFIDAVIT

I certify under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Signed: _____ Date: _____

STOP

Before mailing did you:

- Complete Section I and II
- Sign Section IV

Mail this Claim Form by **[DATE]** to:

[Settlement Administrator address here]

Or

Submit this Claim Form at [Settlement Website] by **[DATE]**.

EXHIBIT D

**If you purchased a HexClad product,
you *may* be entitled to a payment from a class action settlement.**

A state court authorized this Notice. This is not a solicitation from a lawyer.

- A settlement has been proposed in a class action lawsuit against One Source to Market, LLC d/b/a Hexclad Cookware, Inc. (“HexClad”), which alleged HexClad falsely advertised, labeled, and marketed the non-stick coating of certain of its products, including, but not limited to, claims that the products were “non-toxic,” “PFAS Free,” “PFOA Free,” or otherwise free from certain chemicals. HexClad has denied any and all allegations of wrongdoing, fault, liability, or damage of any kind.
- If you purchased one or more of the Eligible Products as defined in Question 5 between February 1, 2022 and March 31, 2024, you are included in this Settlement as a “Settlement Class Member.”
- The Settlement provides Settlement Class Members with a cash payment. In addition, Defendant agrees to stop using certain marketing and advertising statements.
- Your legal rights are affected regardless of whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you can get a cash payment from this Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Write the Settlement Administrator indicating you want to be excluded from or “opt-out” of the Settlement. You do not get a settlement payment if you “opt-out.” This is the only option that allows you to be part of any other lawsuit against HexClad for the legal claims made in this case and released by the Settlement.
OBJECT TO THE SETTLEMENT	Write to the Settlement Administrator with reasons why you do not agree with the Settlement.
GO TO THE FINAL FAIRNESS HEARING	You and/or Your attorney may attend the Final Fairness Hearing to speak about your objection. .
DO NOTHING	You will not get a payment benefit from this Settlement and you will give up certain legal rights.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If the Court denies final approval, the Settlement will be null and void and the litigation will continue with HexClad.
- The Settlement Administrator or Claims Administrator in this case is [Insert Settlement Administrator Name]. You can contact the Settlement Administrator via mail at [Insert Settlement Administrator Address], telephone at [Insert Settlement Administrator Telephone Number], email at [Insert Settlement Administrator Email Address] or by visiting the Settlement Website at [Insert Settlement Website URL].

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in a class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the benefits that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the Superior Court of the State of California for the County of Los Angeles. The case is known as *Cliburn v. One Source to Market, LLC d/b/a Hexclad Cookware, Inc.*, No. 23STCV28390 (L.A. Super. Ct.) (the “Action”). The people who filed the lawsuit are called Plaintiffs and the company they sued, One Source to Market, LLC d/b/a Hexclad Cookware, Inc., is called the Defendant.

2. What is the lawsuit about?

Plaintiffs claim HexClad falsely advertised, labeled, and marketed the non-stick coating of certain products, including, but not limited to, claims that the products were “non-toxic,” “PFAS Free,” “PFOA Free,” or otherwise free from certain chemicals.

Defendant has denied and continues to deny any and all allegations of wrongdoing, fault, liability, or damage of any kind.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Khushbu Didwania, Pratikkumar Patel, Benjamin Adams, Mandy Cliburn, Matthew Cliburn, Randi Gurka, Dana Swoyer, and Lori Cimonetti) sue on behalf of people who have similar claims. If the Court “certifies” a class, including for purposes of a settlement, the Class Representatives are allowed to pursue their cases along with those who have similar claims, and all these people are called a Class. If there is a “class”, the Court overseeing the litigation and this proposed Settlement, will resolve the issues for all Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or HexClad. Instead, the parties negotiated a settlement that allows them to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to be compensated without further delay. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of this Settlement as a Settlement Class Member if you purchased one or more of the Eligible Products listed below between February 1, 2022 and March 31, 2024.

The Eligible Products include:

- a. 1 QT Hybrid Pot;
- b. Hybrid Fry Pan 7”;
- c. 8” HexClad Hybrid Pan;
- d. 10” HexClad Hybrid Pan;
- e. 10” Hybrid Wok;
- f. 12” HexClad Hybrid Pan;
- g. 12” Hybrid Wok;
- h. 14” HexClad Hybrid Pan with Lid;
- i. 14” Hybrid Wok with Lid;

- j. Hybrid Griddle Pan 12”;
- k. Hybrid Griddle Pan 13”;
- l. 5 QT Saucepan;
- m. HexClad Hybrid 1 QT Pot With Lid;
- n. HexClad Hybrid 10 QT Stock Pot With Lid;
- o. HexClad Hybrid 2 QT Pot With Lid;
- p. HexClad Hybrid 3 QT Pot With Lid;
- q. HexClad Hybrid 8 QT Pot With Lid;
- r. HexClad Hybrid 10 QT Stock Pot With Lid;
- s. Hybrid Deep Sauté Pan with Lid 5.5Qt;
- t. Hybrid Deep Sauté Pan/Chicken Fryer with Lid 7QT; or
- u. Any sets in which any of the HexClad Hybrid pans are included, such as:
 - i. the Hybrid Perfect Pots & Pans Set (12 Pc);
 - ii. 13 PC HexClad Hybrid Cookware Set;
 - iii. 6 PC HexClad Hybrid Cookware Set;
 - iv. 20 PC HexClad All-In Bundle;
 - v. Complete Kitchen Bundle;
 - vi. HexClad Ultimate Everything Collection;
 - vii. Essentials Bundle;
 - viii. Level-Up Bundle; Starter Bundle;
 - ix. Family Pasta Bundle; or,
- v. any such variations of any sets that included the pans sold with or without a lid.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are: (a) all persons who are employees, directors, officers, and agents of Defendant or its subsidiaries and affiliated companies; (b) persons and entities that timely and properly exclude themselves from the Class; and (c) the Court, the Court’s immediate family, and Court staff.

7. I am still not sure if I am included.

If you are still not sure whether you are included, you can send an email to ____@website.com, call 1-____-____-____ or visit [www.\[website\].com](http://www.[website].com) for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement provides Settlement Class Members with cash payments.

Defendant has agreed to pay a total of \$2,500,000 into a Settlement Fund. The Settlement Fund will be used to pay Settlement Class Members who submit a valid Claim Form. Claims will be paid on a *pro rata* basis to Settlement Class Members who submit a valid Claim Form. The value of the claims will be calculated *pro rata* based upon the total number of claims made and the amount each of the claimants paid for Eligible Products that are attributable to pots and pans. Additionally, the claims process will consider the actual price claimants paid at the time of purchase (*i.e.*, sale or discounted prices). The Settlement Fund will also be used to pay for notice and settlement administration (pending Court approval and estimated to be \$312,000), Court-approved attorneys’ fees and expenses (pending Court approval and estimated to be 33 and 1/3 percent of the Settlement Fund for fees and approximately \$51,340 for expenses), and Class Representative service awards (pending Court approval and estimated to be approximately \$2,500 per Class Representative).

In addition, Defendant will stop advertising any product containing PTFE or any chemical in the PFAS family as “PFAS free” or “PFOA free” or as “non-toxic.”

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

9. How do I get a cash payment?

To qualify for a cash payment, you must complete and submit a Claim Form by **Month __, 2025**. Claim Forms are available and may be filed online at www.settlementwebsite.com. Claim Forms are also available by sending an email to __@website.com, calling 1-__-__-__ or by writing to: *Cliburn v. One Source to Market, LLC d/b/a Hexclad Cookware* Settlement Administrator, P.O. Box ____, City, ST __-__.

10. When will I get my cash payment?

The Court will hold a Final Fairness Hearing at __:0 __.m. on Month __, 2025, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time, perhaps more than a year.

11. What am I giving up to get a cash payment or stay in the Settlement?

Unless you exclude yourself from the Settlement, you will release certain legal claims as they relate to the Settlement. This means that you will no longer be able to sue, continue to sue, or be part of any other lawsuit against: (a) Defendant, and each of its past, present, and future owners, employees, assigns, attorneys, agents, advertising agencies, consultants, officers, and directors; (b) all of Defendant's past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, and successors, and each of their respective employees, assigns, attorneys, agents, resellers, officers, and directors; and (c) all persons, entities, or corporations involved in any way in the development, creation, sale, advertising, labeling, and/or marketing of the Eligible Products (the "Released Parties") about the claims made in these Action and released by the Settlement Agreement. You will be legally bound by all of the Court's orders, as well as the "Released Claims," below.

12. What are the Released Claims?

1. "Released Claims" means and includes claims, demands, rights, damages, and causes of action under common law or statutory law (federal, state, or local) including unknown claims as of the Notice Date by all of the Plaintiffs and all Class Members (and Plaintiffs' and Class Members' respective heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns) that: were asserted or that could have been reasonably asserted in the Actions against the Released Parties (as hereinafter defined) including (1) breach of express or implied warranty; (2) negligent misrepresentation; (3) violation of the California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*; (4) violation of the California False Advertising Law, California Business and Professions Code § 17500, *et seq.*; (5) violation of the California Unfair Competition Law, California Business and Professions Code § 17200, *et seq.*; (6) negligent failure to warn; (7) negligent misrepresentation; (9) violation of Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. Ann. §§ 42-110A, *et seq.*, (10) unjust enrichment (11) violations of state consumer protection laws, unfair competition, and/or false or deceptive advertising statutes; and (12) restitution, declaratory or injunctive relief, and other equitable claims or claims sounding in contract and tort; and concern OSTM's advertising, labeling, or marketing that describes the Eligible Products as "non-toxic", "PFAS Free", or "PFOA Free" through any medium (e.g., on-label, internet, or otherwise). More information about the Released Claims can be found in the Settlement Agreement, available at www.settlementwebsite.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you should send a letter to the Settlement Administrator by mail postmarked no later than **Month __, 2025**. Your letter should include:

- 1) your full name and current address;
- 2) a clear statement saying you elect to be excluded from the Settlement in *Cliburn v. One Source to Market, LLC d/b/a Hexclad Cookware, Inc.*, No. 23STCV28390 (L.A. Super. Ct.);
and
- 3) your personal signature in ink.

Mail your exclusion request, postmarked no later than **Month __, 2025**, to:

Cliburn v. One Source to Market, LLC d/b/a Hexclad Cookware Settlement Administrator

P.O. Box _____

City, ST _____ - _____

14. If I exclude myself, can I still get a cash payment from the Settlement?

No. If you exclude yourself from the Settlement, do not send in a Claim Form to ask for a cash payment because you will no longer be eligible for one.

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

No. If you stay in the Settlement (*i.e.*, do nothing or do not exclude yourself from the Settlement), you give up any right to separately sue HexClad for the claims released by the Settlement Agreement.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed Brian C. Gudmundson of Zimmerman Reed LLP, Christopher D. Jennings of Jennings & Earley, PLLC, and John R. Parker, Jr. of Almeida Law Group to represent you and other Settlement Class Members. These lawyers are called Class Counsel. These lawyers and their firms are experienced in handling similar cases. 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.

17. How will Class Counsel be paid?

If the Settlement is approved and become final, Class Counsel will ask the Court to award attorneys' fees of up to 33 1/3% of the Settlement Fund plus reasonable litigation expenses, as well as \$2,500 Service Awards to each of the Class Representatives. If approved, these amounts, as well as the costs of notice and settlement administration, will be deducted from the Settlement Fund before making payments to Settlement Class Members who submit valid Claim Forms.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you should send a written objection to the Settlement Administrator by **Month __, 2024**.

Your objection should include:

- 1) Your full name and current address;
- 2) a clear statement saying you object to the Settlement in *Cliburn v. One Source to Market, LLC d/b/a Hexclad Cookware, Inc.*, No. 23STCV28390 (L.A. Super. Ct.) and the basis for your objection;
- 3) if you have retained an attorney and the name of that attorney;
- 4) a statement indicating whether you or your attorney intend to appear at the Final Fairness Hearing; and
- 5) your personal signature in ink.

If you have retained an attorney (at your own expense) for the purpose of objecting to any term or aspect of the Settlement, your attorney is required to provide a notice of appearance to the Settlement Administrator and to file the notice of appearance with the Court.

Counsel for Defendants	Class Counsel
Kevin D. Rising Garrett S. Llewellyn BARNES & THORNBURG LLP 2029 Century Park East, Suite 300 Los Angeles, CA 90067 Joshua D. Rievman DUNNING RIEVMAN & MACDONALD LLP 1350 Broadway, Suite 220 New York, NY 10018	Brian C. Gudmundson ZIMMERMAN REED LLP 1100 IDS Center 80 South 8th Street Minneapolis, MN 55402 John R. Parker, Jr. ALMEIDA LAW GROUP LLC 3550 Watt Avenue, Suite 140 Sacramento, CA 95821 Christopher D. Jennings JENNINGS & EARLEY PLLC 500 President Clinton Avenue Little Rock, AR 72201

19. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or file a claim because the Settlement no longer applies to you.

THE COURT'S FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing at __:00 a.m. on Month __, 2024, at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 22). The Court will also decide whether to approve payments of fees, expenses, and service awards.

21. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

22. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 18 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will not receive a cash payment from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or the Released Parties about the issues resolved by this Settlement and released by the Settlement Agreement.

GETTING MORE INFORMATION

24. How do I get more information?

More details are in the Settlement Agreement, which is available at www.settlementwebsite.com. You may also email ____@website.com, call 1-____-____, or write to the *Cliburn v. One Source to Market d/b/a Hexclad Cookware* Settlement Administrator, P.O. Box _____, City, ST _____.

***Please do not call the Court or the Clerk of the Court for additional information.
They cannot answer any questions regarding the Settlement or the Action.***

EXHIBIT E

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 MANDY and MATTHEW CLIBURN, RANDI
11 GURKA, DANA SWOYER, LORI
12 CIMONETTI, KHUSHBU DIDWANIA,
13 PRATIKKUMAR PATEL, BENJAMIN
ADAMS, on behalf of themselves and all others
similarly situated,

14 Plaintiffs,

15 v.

16 ONE SOURCE TO MARKET, LLC d/b/a
17 HEXCLAD COOKWARE,

18 Defendant.
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CASE NO.: 23STCV28390

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date Action Filed: November 17, 2023
FAC Filed: December 22, 2023
Department: 11
Trial Date: TBD

Preliminary Approval Hearing
Date: March 26, 2025
Time: 9:00 AM
Courtroom: Dept. 11
Judge: Hon. David Cunningham, III

1 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF AMENDED CLASS**
2 **ACTION SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

3 The Motion for Preliminary Approval of a Settlement came before this Court, on September 30,
4 2024. The Court, having considered the proposed Settlement Agreement, attached to the Declaration of
5 Brian C. Gudmundson as Exhibit A and the Exhibits attached thereto (hereafter collectively, the
6 “Settlement Agreement”); having considered the Motion for Preliminary Approval of Class Action
7 Settlement filed by the parties; having considered the respective points and authorities and declarations
8 submitted by the parties in support thereof; and good cause appearing, HEREBY ORDERS THE
9 FOLLOWING:

10 The Court grants preliminary approval of the settlement as set forth in the Settlement Agreement
11 and finds the terms to be within the range of reasonableness of a settlement that ultimately could be
12 granted approval by the Court at the final Fairness Hearing. For purposes of the settlement, the Court
13 finds that the proposed settlement class is ascertainable and that there is a sufficiently well-defined
14 community of interest among the Class in questions of law and fact. Therefore, for settlement purposes
15 only, the Court grants conditional certification of the “Settlement Class” defined as follows:

16 All persons and entities in the United States, its territories, and/or its possessions who
17 purchased one or more of the Eligible Products as defined in the Settlement Agreement.
18 Excluded from the Settlement Class are: (a) all persons who are employees, directors,
19 officers, and agents of Defendant or its subsidiaries and affiliated companies; (b) persons
20 and entities that timely and properly exclude themselves from the Settlement Class as
21 provided in the Settlement Agreement; and (c) the Court, the Court’s immediate family,
22 and Court staff.

23 1. For purposes of the settlement, the Court further designates named Plaintiffs Khushbu
24 Didwania, Pratikkumar Patel, Benjamin Adams, Mandy Cliburn, Matthew Cliburn, Randi Gurka, Dana
25 Swoyer, and Lori Cimonetti as Class Representatives, and Brian C. Gudmundson of Zimmerman Reed
26 LLP, Christopher D. Jennings of Jennings PLLC, and David S. Almeida of Almeida Law Group as Class
27 Counsel.

28 2. The Court confirms Verita Global, LLC as the Claims Administrator, also referred to in
 this Order and the Settlement Agreements as the Settlement Administrator.

 3. A final Fairness Hearing on the question of whether the proposed settlement should be
 finally approved as fair, reasonable and adequate as to the members of the Settlement Class is scheduled

1 in Department 11 of this Court, located at 312 North Spring Street, Los Angeles, CA 900012, on
2 _____ [date], at _____ [time].

3 4. At the Final Fairness Hearing, the Court will consider: (a) whether the settlement should
4 be approved as fair, reasonable, and adequate for the class; (b) whether a judgment granting approval of
5 the settlement should be entered; and (c) whether Plaintiff's application for an award of attorneys' fees
6 and reimbursement of litigation expenses, and class representative service awards should be granted.

7 5. Counsel for the parties shall file memoranda, declarations, or other statements and
8 materials in support of their request for final approval by no later than _____ [date].

9 6. Class Counsel shall file a motion for an award of attorneys' fees, reimbursement of
10 litigation expenses and class representative awards or enhancement by no later than 30 calendar days
11 before the Opt-Out and Objection Deadline.

12 7. The Court approves, as to form and content, the Notice of Pendency of Class Action,
13 Proposed Class Action Settlement Long Form Notice, Proposed Class Action Settlement Short Form
14 Notice, and Settlement Claim Form, which are attached to Exhibit A (the Settlement Agreement) as
15 Exhibits "D," "F," and "C" respectively.

16 8. The Notice Date shall commence no later than 45 calendar days after the date of this
17 Order.

18 9. The class notice shall provide at least 60 calendar days from the Notice Date for a
19 proposed member of the Class to opt out of settlement or object to the settlement ("Opt-Out and
20 Objection Deadline"). Class Members that receive a re-mailed Class Notice shall thirty (30) days from
21 the postmark of the re-mailed Notice to opt out or object to the settlement.

22 10. The Court directs the sending of the Long Form Notice and Claim Form to the members
23 of the Settlement Class on the Notice Date, pursuant to the procedures described in the Settlement
24 Agreement, including the use of electronic mail, first-class mail, notice by publication, online
25 advertisements, and a settlement website.

26 11. Commencing on the Notice Date, the Short Form Notice shall be published as an
27 approximate eighth-page ad unit once a week for four consecutive weeks in the Los Angeles Daily News.
28

1 12. On or before the Notice Date, the Short Form Notice, the Long Form Notice, and Claim
2 Form shall be made available on an internet settlement website.

3 13. On or before the Notice Date, the parties shall also set up a toll-free telephone number
4 that Settlement Class members may call to obtain a copy of the Long Form Notice and Claim Form.

5 14. The Court finds that the forms of notice to the Settlement Class regarding the pendency
6 of the action and of this settlement, and the methods of giving notice to members of the Settlement
7 Class, constitute the best notice practicable under the circumstances and constitute valid, due, and
8 sufficient notice to all members of the Settlement Class. They comply fully with the requirements of
9 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of
10 Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

11 15. The Court further approves the procedures for Class Members to participate in, opt out
12 of, or object to the Settlement, as set forth in the Settlement Agreement and Long Form Notice.

13 16. To object to the Settlement Agreement, an objecting settlement class member should
14 submit the objection to the Settlement Administrator by the Opt Out and Objection Deadline and include
15 the following in the objection: (a) the case name and number; (b) the objector's full name; (c) the address
16 of the objecting Settlement Class Member; (d) the full name of the objector's counsel(if the objector is
17 represented by counsel); (e) a detailed explanation stating the basis for the objection; and (f) a personal
18 signature from the objector in ink. Any attorney hired by a Settlement Class Member (at the Class
19 Member's expense) for the purpose of objecting to any term or aspect of the Settlement Agreement or
20 for purpose of intervening in this action is should provide to the Class Administrator (who shall forward
21 it to Class Counsel and Defendant's counsel) and to file with the Court a notice of appearance.

22 17. The procedures and requirements for filing objections in connection with the Fairness
23 Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any
24 Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all
25 Class Members.

26 18. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings
27 necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order,
28 are stayed.

1 19. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
2 connection with the administration of the settlement that are not materially inconsistent with either this
3 Order or the terms of the Settlement Agreement.

4 20. To facilitate administration of the Settlement pending final approval, the Court hereby
5 enjoins all Class Members from filing or prosecuting any claims, suits or administrative proceedings
6 regarding claims released by the Settlement unless and until such Class Members have filed valid
7 requests for exclusion or opt-outs with the Claims Administrator and the time for filing claims with the
8 Claims Administrator has elapsed.

9 21. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Last day by which Defendant shall fund the Gross Settlement Fund (as defined in the Settlement Agreement), and by which Defendant shall compile a list with the names, email addresses, mailing or street addresses for Settlement Class Members as detailed in the Settlement Agreement	_____[date] (20 calendar days after the date of entry of Preliminary Approval.)
Notice Date: The first date on which the Settlement Administrator sends out the Class Notice	_____[date] (45 calendar days from the date of entry of Preliminary Approval.)
Last day for class counsel to file motion for award of attorneys' fees, reimbursement of litigation expenses and class representative enhancement.	_____[date] (30 calendar days after the Notice Date.)
Opt-Out and Objection Deadline: (i) last day for class members to submit opt-outs; (ii) last day for class members to submit objections	_____[date] (60 calendar days after the Notice Date.) (or for re-mailed Class Notice, no later than thirty (30) days from the postmark of the re-mailed Notice)
Last day for claims administrator and Defendant to provide declarations that they have complied with all provisions of the Notice plan ordered by the Court	_____[date] (30 calendar days before the Fairness Hearing.)
Last day for parties to file motion and supporting documents for final approval of class action settlement.	_____[date]
Final Fairness Hearing on final approval of class action settlement.	_____[date]

Event	Timing
Bar Date: Date by which a Claim Form must be received by the Settlement Administrator for a Class Member to be entitled to any of the settlement consideration	____[date] (60 calendar days after entry of Final Approval order).
Last day for Settlement Administrator to determine validity or invalidity of claims	____[date] (30 calendar days after the Claims Period, as that term is defined in the Settlement Agreement)
First day for Class Counsel to notify the Court of intent to distribute excess settlement funds to a cy pres recipient	____[date] (120 calendar days after the Effective Date, as that term is defined in the Settlement Agreement)

22. The Final Fairness Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Settlement Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court.

IT IS SO ORDERED.

Dated: _____

The Honorable David S. Cunningham, III
Superior Court Judge
Los Angeles Superior Court

EXHIBIT F

To:
From:
Subject:

If you purchased a HexClad product, you *may* be entitled to a payment from a class action settlement.

Visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com) to learn more or to file a Claim Form online.

A settlement has been proposed in a class action lawsuit against One Source to Market, LLC d/b/a Hexclad Cookware, Inc. ("HexClad"), which alleges HexClad falsely advertised, labeled, and marketed the non-stick coating of certain products, including that the products were "non-toxic," "PFAS Free," "PFOA Free," or otherwise free from certain chemicals. HexClad has denied any and all allegations of wrongdoing, fault, liability, or damage of any kind.

Who is included?

Records indicate that you are included in the Settlement. The Settlement includes all persons and entities in the United States, its territories, and/or its possessions who purchased one or more of the Eligible Products ("Settlement Class Members") between February 1, 2022 and March 31, 2024. A list of Eligible Products is available at the [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com).

What does the Settlement provide?

HexClad has agreed to create a \$2,500,000 Settlement Fund to provide cash payments to Settlement Class Members who submit a valid Claim Form. Claims will be distributed on a *pro rata* basis. Defendant has also agreed to stop advertising any product containing PTFE or any chemical in the PFAS family as "PFAS free" or "PFOA free" or as "non-toxic." The Settlement Fund will also be used to pay for notice and settlement administration (pending Court approval and estimated to be \$312,000), Court-approved attorneys' fees and expenses, and Class Representative service awards.

How do I get benefits?

You must complete and submit a Claim Form by **Month __, 2025**. Claim Forms are available and may be filed online at [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com).

What are my other options?

If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month __, 2025**. Unless you exclude yourself from the Settlement, you will not be able to sue Defendant or its related parties for any claim released by the Settlement Agreement. If you do not exclude yourself from the Settlement, you may participate in the Settlement's benefits or you may object and notify the Court that you or your lawyer intend to appear at the Court's fairness hearing. Objections are due **Month __, 2025**.

The Court's Fairness Hearing.

The Court will hold a final fairness hearing in this case (*Cliburn, et al. v. One Source to Market, LLC*, No. 23STCV28390) on Month __, 2025, at __:00 a.m. At this hearing, the Court will decide whether to grant final approval: (1) the Settlement; (2) Class Counsel's request for up to 33 1/3% of the Settlement Fund in attorneys' fees and expenses which are currently approximately \$51,340; and (3) \$2,500.00 Service Awards to each representative Plaintiff. You may appear at the hearing, but you do not have to. You also may hire your own attorney, at your own expense, to appear or speak for you at the hearing.

WANT MORE INFORMATION?

Visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com), or call 1-8xx-xxx-xxxx, or write to: [Settlement Administrator Address].

EXHIBIT G

1
2 **SUPERIOR COURT OF CALIFORNIA**
3 **COUNTY OF LOS ANGELES**

4 KHUSCHBU DIDWANIA,
5 PRATIKKUM PATEL, BENJAMIN
6 ADAMS, MANDY CLIBURN,
7 MATTHEW CLIBURN, RANDI
8 GURKA, DANA SWOYER AND LORI
CIMONETTI,

9 Plaintiffs,

10 v.

11
12 ONE SOURCE TO MARKET, LLC
13 d/b/a HEXCLAD COOKWARE.

14 Defendant.

Case No. 23STCV28390

**DECLARATION OF CARLA A.
PEAK IN SUPPORT OF
SETTLEMENT NOTICE PLAN**

15
16 I, Carla A. Peak, declare as follows:

17 1. My name is Carla A. Peak. I have personal knowledge of the matters set
18 forth herein, and if called as a witness I could and would testify competently to them.

19 2. I am a Vice President of Legal Notification Services for Verita Global,
20 LLC (“Verita”) f/k/a KCC Class Action Services, LLC, a firm that provides
21 comprehensive class action services, including legal notification, email and postal
22 mailing campaign implementation, website design, call center support, class member
23 data management, claims processing, check and voucher disbursements, tax
24 reporting, settlement fund escrow and reporting, and other related services critical to
25 the effective administration of class actions. Verita has developed efficient, secure
26 and cost-effective methods to properly handle the voluminous data and mailings
27 associated with the noticing, claims processing and disbursement requirements of
28

settlements to ensure the orderly and fair treatment of class members and all parties in interest. Additionally, Verita complies with industry standards to manage fraud and related issues in the notice and administration process.

3. This Declaration describes Verita’s experience,¹ as well as the proposed notice plan (the “Notice Plan” or “Notice Program”) which is designed to provide notice to class members for this class action settlement. Verita will work with both parties to implement the Notice Plan, as well as make any decisions about notice and administration.

EXPERIENCE

4. As an industry leader, Verita has been retained to administer more than 7,500 class actions and distributed settlement payments totaling well over a trillion dollars in assets. Our experience includes many of the largest and most complex administrations of both private litigation and of actions brought by state and federal government regulators.

5. Further, Verita has administered notice plans in a wide range of consumer class actions including: *Crane v. Sexy Hair Concepts, LLC*, No. 1:17-cv-10300 (D. Mass.); *Elkies v. Johnson & Johnson Servs., Inc.*, No. 2:17-cv-07320 (C.D. Cal.); *Eubank v. Pella Corp.*, No. 1:06-cv-04481 (N.D. Ill.); *Flaum v. Doctor's Assocs., Inc.*, No. 16-cv-61198 (S.D. Fla.); *Hickcox-Huffman v. US Airways, Inc.*, No. 5:10-cv-05193 (N.D. Cal.); *Lerma v. Schiff Nutrition Int'l, Inc.*, No. 3:11-CV-01056 (S.D. Cal.); *In re Morning Song Bird Food Litig.*, No. 3:12-cv-01592 (S.D. Cal.); *In re Nexus 6P Prods. Liability Litig.*, No. 5:17-cv-02185 (N.D. Cal.); *In re Trader Joe's Tuna Litig.*, No. 2:16-cv-01371 (C.D. Cal.); *Khan v. BooHoo.com USA, Inc.*, No. 2:20-cv-03332 (C.D. Cal.); *McCrary v. The Elations Co., LLC*, No. 13-cv-

¹ KCC acquired Gilardi & Co. LLC in 2015 and rebranded as Verita in 2024. This Declaration combines the class action notice and administration experience of both firms.

1 00242 (C.D. Cal.); *Poertner v. The Gillette Co. and The Procter & Gamble Co.*, No.
2 6:12-cv-00803 (M.D. Fla.); and *Rikos v. The Procter & Gamble Co.*, No. 1:11-cv-
3 00226 (S.D. Ohio).

4 6. I have personally been involved in many large and significant cases,
5 including *In re Experian Data Breach Litig.*, No. 8:15-cv-01592 (C.D. Cal.), a
6 national data breach class action involving over 15 million T-Mobile consumers
7 whose information was stored on an Experian server; *In re: The Home Depot, Inc.,*
8 *Customer Data Sec. Breach Litig.*, No. 1:14-md-02583 (N.D. Ga.), a national data
9 breach class action involving over 40 million consumers who made credit or debit
10 card purchases in a Home Depot store; *In re: Skelaxin (Metaxalone) Antitrust Litig.*,
11 No. 1:12-md-02343 (E.D. Tenn.), a multi-state antitrust settlement involving both
12 third party payors and consumers that purchased or paid for the brand and generic
13 version of the prescription drug metaxalone; *Chambers v. Whirlpool Corp.*, No. 8:11-
14 cv-01733 (C.D. Cal.), a national product defect case involving class members who
15 experienced or may experience the overheating of an automatic dishwasher control
16 board; *In re Trans Union Corp. Privacy Litig.*, MDL No. 1350 (N.D. Ill.), perhaps
17 the largest discretionary class action notice campaign involving virtually every adult
18 in the United States and informing them about their rights in the \$75 million data
19 breach settlement; and *In re Residential Schools Litig.*, No. 00-CV-192059 (Ont.
20 S.C.J.), likely the largest and most complex class action in Canadian history
21 incorporating a groundbreaking notice program to disparate, remote aboriginal
22 persons qualified to receive benefits in the multi-billion dollar settlement.

23 7. In forming my opinions, I draw from my in-depth class action case
24 experience. I have worked in the class action notification field for more than 20 years.
25 During that time, I have been involved in all aspects in the design and implementation
26 of class action notice planning, as well as the drafting of plain language notice
27 documents that satisfy the requirements of Rule 23 and adhere to the guidelines set

1 forth in the *Manual for Complex Litigation, Fourth* and by the Federal Judicial
2 Center (“FJC”).

3 8. The reach of the Notice Program is consistent with other effective court-
4 approved notice programs. Additionally, the FJC’s 2010 Judges’ Class Action Notice
5 and Claims Process Checklist and Plain Language Guide (the “FJC Checklist”)
6 considers 70-95% reach among class members reasonable.

7 9. Furthermore, the Notice Plan would satisfy the notice requirements of
8 California’s Consumer Legal Remedies Act (CLRA) which requires publication in
9 accordance with Section 6064 of the Government Code² in a newspaper of general
10 circulation in the county in which the transaction occurred.

11 12 **NOTICE PROGRAM DETAILS**

13 ***Class Definition***

14 10. The proposed Settlement Class in the parties’ Settlement Agreement is
15 defined as all persons and entities in the United States, its territories, and/or its
16 possessions who purchased one or more of the Eligible Products³ as defined in the
17

18 ² Publication of notice pursuant to this section shall be once a week for four successive weeks.
19 Four publications in a newspaper regularly published once a week or oftener, with at least five days
20 intervening between the respective publication dates not counting such publication dates, are
21 sufficient. The period of notice commences with the first day of publication and terminates at the
22 end of the twenty-eighth day, including therein the first day.

23 ³ Eligible Products means all products at issue in the Actions and subject to the Plaintiffs’ claims
24 including the following products: 1 QT Hybrid Pot Lid; Hybrid Fry Pan 7”; 8” HexClad Hybrid
25 Pan; 10” HexClad Hybrid Pan; 10” Hybrid Wok; 12” HexClad Hybrid Pan; 12” Hybrid Wok; 14”
26 HexClad Hybrid Pan with Lid; 14” Hybrid Wok with Lid; Hybrid Griddle Pan 12”; Hybrid Griddle
27 Pan 13”; 5 QT Saucepan; HexClad Hybrid 1 QT Pot With Lid; HexClad Hybrid 10 QT Stock Pot
28 With Lid; HexClad Hybrid 2 QT Pot With Lid; HexClad Hybrid 3 QT Pot With Lid; HexClad
Hybrid 8 QT Pot With Lid; HexClad Hybrid 10 QT Stock Pot With Lid; Hybrid Deep Sauté Pan
with Lid 5.5Qt; Hybrid Deep Sauté Pan/Chicken Fryer with Lid 7QT; or Any sets in which any of
the HexClad Hybrid pans are included, such as: the Hybrid Perfect Pots & Pans Set (12 Pc); 13 PC
HexClad Hybrid Cookware Set; 6 PC HexClad Hybrid Cookware Set; 20 PC HexClad All-In
Bundle; Complete Kitchen Bundle; HexClad Ultimate Everything Collection; Essentials Bundle;
(footnote continued)

1 Settlement Agreement. Excluded from the Class are: (a) all persons who are
2 employees, directors, officers, and agents of Defendant or its subsidiaries and
3 affiliated companies; (b) persons and entities that timely and properly exclude
4 themselves from the Class as provided in this Settlement Agreement; and (c) the
5 Court, the Court's immediate family, and Court staff.

6 ***Individual Notice***

7 11. It is my understanding that Defendant or one of its vendors possess email
8 and postal addresses for approximately 1,100,000 Settlement Class Members (the
9 "Class List").

10 12. In addition, retailer Amazon possesses email and postal addresses for
11 approximately 276,000 Settlement Class Members.

12 13. Retailers Costco, Zola, and Walmart also possess email and postal
13 addresses for Settlement Class Members.

14 14. Plaintiffs' counsel has issued subpoenas to Amazon, Costco, Zola, and
15 Walmart seeking Settlement Class Members' information, including contact
16 information (phone number, email address, and address) and purchase details (product
17 purchased and the date of purchase). Amazon, Costco, and Zola each responded to
18 these subpoenas and the relevant information is forthcoming.

19 15. Verita will send an email notice to all Settlement Class Members for
20 which an email address is available on the Class List. Prior to distributing the email
21 notice, all email addresses will be subject to a cleansing and validation process to,
22 among other things, remove extra spaces and fix common domain name errors, as
23 well as compare addresses against known bad email addresses and verify email
24 existence with internet service providers ("ISPs").

25
26 _____
27 Level-Up Bundle; Starter Bundle; Family Pasta Bundle; or, any such variations of these pans or sets
28 including pans sold with or without a lid.

1 16. The email notice will be formatted to avoid common “red flags” that
2 could cause the email to be blocked by spam filters. For example, the content of the
3 notice will be placed in the body of the email rather than as an attachment to avoid
4 spam filters and improve deliverability. The email notice will contain a link to the
5 settlement website.

6 17. The email delivery will be attempted three times. The email campaign
7 will return data regarding the number of emails successfully delivered and email
8 bouncebacks. Many of the initial bouncebacks are temporary in nature and consist
9 primarily of those that are blocked by ISPs, result from filled inboxes on the targets’
10 computers, or result from some temporary technical difficulties. These categories of
11 bouncebacks (“Non-Fatal Bouncebacks”) account for about 10-15% of all emails that
12 are sent, and in other cases and tests we have found that about 85% of these emails
13 could be deliverable if they were re-sent. Upon the third email bounceback for an
14 individual Settlement Class Member, Verita will send a single postcard summary
15 notice to the Settlement Class Member’s corresponding postal address on the Class
16 List, where applicable.

17 18. Prior to mailing, the postal addresses will be checked against the
18 National Change of Address (NCOA)⁴ database maintained by the USPS; certified
19 via the Coding Accuracy Support System (CASS);⁵ and verified through Delivery
20 Point Validation (DPV).⁶

23 ⁴ The NCOA database contains records of all permanent change of address submissions received
24 by the USPS for the last four years. The USPS makes this data available to mailing firms and lists
25 submitted to it are automatically updated with any reported move based on a comparison with the
26 person’s name and last known address.

25 ⁵ Coding Accuracy Support System is a certification system used by the USPS to ensure the
26 quality of ZIP+4 coding systems.

27 ⁶ Records that are ZIP+4 coded are then sent through Delivery Point Validation to verify the
28 address and identify Commercial Mail Receiving Agencies. DPV verifies the accuracy of addresses
and reports exactly what is wrong with incorrect addresses.

19. Notices returned by the USPS as undeliverable will be re-mailed to any address available through postal service forwarding order information. For any returned mailing that does not contain an expired forwarding order with a new address indicated, Verita will conduct further address searches using credit and other public source databases to attempt to locate new addresses and will re-mail these notices where possible.

20. It is my understanding that retailer Amazon will independently send an email notice and or mailed notice to all Settlement Class Members for which they possess an email and/or postal address. Counsel will direct payment to Amazon directly for this service.

Target Analysis

21. MRI-SIMMONS/comScore MultiPlatform data was studied among adults whose household owns aluminum or other metal cookware or non-electric wok and believe brand name is the best indication of quality. The characteristics, demographics, interests, and media habits of this target, as well as the class definition and complaint, aided in the media planning and selection process. Verita created a targeted media campaign to provide the best notice under the circumstance of this litigation.

Media Campaign

22. In addition to the individual notice efforts described above, Verita will implement a media campaign consisting of online advertisements and newspaper publication.

23. Approximately 10,500,000 digital impressions will be purchased programmatically via one or more ad exchanges and distributed over various websites and the social media platforms Facebook and Instagram. The impressions will be broadly targeted to adults 18 years of age or older nationwide but will appear alongside content related to cookware, cooking, recipes, etc., where available, as well

1 as behaviorally target cooking enthusiasts or aspiring chefs, users with an interest in
2 HexClad, gourmet cooking equipment, or non-stick cookware, as well as other related
3 keywords and/or interests.

4 24. The digital notices will appear on both desktop and mobile devices,
5 including tablets and smartphones, in display and native ad formats. All digital media
6 notices will include an embedded link to the settlement website.

7 25. The digital media campaign will be monitored by Verita's digital
8 specialists to analyze key campaign performance indicators and make real-time
9 modifications, as needed.

10 26. Further, to fulfill California's CLRA notice requirement, Verita will
11 publish the Summary Notice as an approximate eighth-page ad unit once a week for
12 four consecutive weeks in the *Los Angeles Daily News*.

13 ***Response Mechanisms***

14 27. Verita will establish and maintain a case-specific website to allow
15 Settlement Class Members to obtain additional information about the Settlement.
16 Settlement Class Members will be able to view, download, and/or print the Long
17 Form Notice, the Complaints, the Settlement Agreement, the Preliminary Approval
18 Order, Claim Form, and other relevant documents and court filings. Settlement Class
19 Members will also be able to review a list of Frequently Asked Questions and
20 Answers, important dates and deadlines, and file an online claim form.

21 28. Verita will establish and host a case-specific toll-free number to allow
22 Settlement Class Members to learn more about the settlement in the form frequently
23 asked questions. The toll-free number will also allow Settlement Class Members to
24 request to have additional information mailed to them.

25 29. Verita will establish a case-specific email address to allow Settlement
26 Class Members to correspond directly with Verita regarding the litigation.

30. Verita will also establish and monitor a settlement mailbox where Settlement Class Members may submit hard copy Claim Forms, exclusion requests, objections, and other case correspondence.

Claims Processing

31. The Settlement Agreement indicates that the value of the claims will be calculated *pro rata* based upon the total number of claims and the amounts claimants paid for Eligible Products that are attributable to pots and pans. For example, based on the number of pots and pans Defendant sold during the relevant time period, the estimated award per claim for a 12” HexClad Hybrid Pan would be \$10.00 and the estimated award per claim for a Complete Kitchen Bundle would be \$55.04. Attached hereto as **Exhibit A** is a demonstrative exhibit detailing the projected claims distribution, including the expected amount each Class Member would receive under the Settlement. These numbers are based upon information from Defendant and Class Counsel. This analysis may change as additional information becomes available.

32. Based upon the preliminary analysis of the claims distribution, Class Members will receive approximately 4-5% of the price they paid for pots and pans included in the Eligible Products with a 5% claims rate and 7-9% of the price they paid for pots and pans included in the Eligible Products with a 3% claims rate. Final payment amounts may vary as the Settlement Agreement stipulates *pro rata* distributions based upon the total number of claims and the amounts claimants paid for Eligible Products that are attributable to pots and pans .

Administration Costs

33. Verita estimates the costs of notice and settlement administration at \$273,175 for a 3% claims rate and approximately \$312,000 for a 5% claims rate. These costs are based upon the scope of work currently contemplated and include tasks such as data intake and processing, distributing the email notice, printing and mailing the single-postcard Summary Notice, address searches, re-mailing single-

1 postcard Summary Notices to updated and/or newly located addresses, postage,
2 implementing the media campaign, weekly case reporting, setting up and
3 maintaining the Settlement Website, including preparing and hosting the Website
4 Notice, processing claim forms, processing exclusion requests, telephone support
5 (including script drafting and management, monthly maintenance fees, updates, and
6 transcriptions), curing deficient claims, claim calculations, disbursements and
7 handling, and staff hours.

8 34. The costs of settlement administration are consistent with industry
9 standards and cases of similar size and expected scope. These estimated costs are the
10 product of extensive pre-administration consultation with the parties on the expected
11 scope of work. Notice and settlement administration costs as a general matter are a
12 combination of unitized pricing and hourly rates. Verita can and does project costs
13 based upon input from the parties about the likely engagement, informed by our own
14 past experience. Ultimately, however, we are a neutral third-party administrator
15 tasked with handling any administrative tasks requested and required by the
16 circumstances of the administration, regardless of whether the administration falls
17 within projections or greatly exceeds them. These realities are beyond Verita's
18 control and cannot be altered by Verita to limit the work required.

19 35. Verita estimates a claims rate of approximately 3% to 5%. This rate is
20 based on Vertia's experience in similar class action settlement administrations.
21 However, the claims rate could be more or less than estimated and will ultimately be
22 determined at the conclusion of the administration.

23 ***Data Security and Insurance***

24 36. Verita acts as a data processor and will receive class member data
25 through secure means, such as secure FTP. All data provided to Verita will be used
26 for purposes of the settlement as directed by the Settlement Agreement and the
27 parties and will be used solely for settlement implementation and no other purpose.

37. Verita maintains a robust and comprehensive security program designed to ensure the protection and secure handling of client data.

38. Verita's information security framework is aligned to ISO 27001 and ISO 27002, which is reviewed on an annual basis and communicated to all employees through a comprehensive training program.

39. Verita maintains a number of corporate governance policies that reflect the manner in which it does business, including an employee Code of Conduct that outlines the professional, responsible, and ethical guidelines that govern employee conduct.

40. Verita will destroy the data upon conclusion of the litigation and administration of the settlement in accordance with its data protection procedures.

41. Verita's services agreement governs the terms and conditions of Verita's employment, including liability and acceptance of responsibility. Verita maintains data security and insurance in accordance with industry standards.

CONCLUSION

42. The proposed Notice Plan is expected to reach more than 70% of the Class through the direct and indirect notice efforts described above.

43. In my opinion, the Notice Program proposed is consistent with other effective settlement notice programs. It is the best notice practicable and meets the requirements of due process as found in *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950). The Notice Plan and notice documents are consistent with the guidelines set forth in Rule 23, the *Manual for Complex Litigation, Fourth*, and the FJC Checklist, which considers 70-95% reach among class members to be a “high percentage” and reasonable.

1 I, Carla A. Peak, declare under penalty of perjury that the foregoing is true and
2 correct. Executed this 3rd day of February 2025, at Sellersville, Pennsylvania.

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6 Carla A. Peak
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EXHIBIT A

	Amount
Gross Settlement Amount	\$2,500,000.00
Attorneys' Fees and Expenses	\$ 884,673.33
Notice & Administration Costs	\$ 312,000.00
Named Plaintiff Service Awards	\$20,000
Net Settlement Fund	\$1,283,326.67

Size of Class	2,300,000
Expected Filing Rate - 5%	115,000

	List Price	Value of Pot(s)/Pan(s) Only	#Claims	Estimated Award Per Claim
Hybrid Fry Pan 7"	\$ 109.99	\$ 109.99	347	\$ 5.39
8" HexClad Hybrid Pan	\$ 139.99	\$ 139.99	3695	\$ 6.87
10" HexClad Hybrid Pan	\$ 179.99	\$ 179.99	4641	\$ 8.83
10" Hybrid Wok	\$ 119.99	\$ 119.99	2242	\$ 5.88
12" HexClad Hybrid Pan	\$ 199.99	\$ 199.99	7523	\$ 9.81
12" Hybrid Wok	\$ 139.99	\$ 139.99	5403	\$ 6.87
14" HexClad Hybrid Pan with Lid	\$ 199.99	\$ 130.99	3083	\$ 6.42
14" Hybrid Wok with Lid	\$ 179.99	\$ 110.99	3146	\$ 5.44
Hybrid Griddle Pan 12"	\$ 139.99	\$ 139.99	8042	\$ 6.87
Hybrid Griddle Pan 13"	\$ 159.99	\$ 159.99	649	\$ 7.85
5 QT Saucepan	\$ 179.99	\$ 179.99	2224	\$ 8.83
HexClad Hybrid 1 QT Pot With Lid	\$ 109.99	\$ 94.99	5555	\$ 4.66
HexClad Hybrid 2 QT Pot With Lid	\$ 139.00	\$ 124.00	1560	\$ 6.08
HexClad Hybrid 3 QT Pot With Lid	\$ 149.00	\$ 129.00	1496	\$ 6.33
HexClad Hybrid 8 QT Pot With Lid	\$ 179.00	\$ 154.00	624	\$ 7.55
HexClad Hybrid 10 QT Stock Pot With Lid	\$ 199.99	\$ 169.99	1599	\$ 8.34
Hybrid Deep Sauté Pan with Lid 5.5 Qt	\$ 209.99	\$ 179.99	2224	\$ 8.83
Hybrid Deep Sauté Pan/Chicken Fryer with Lid 7QT	\$ 229.00	\$ 199.00	9244	\$ 9.76
Hybrid Perfect Pots & Pans Set (12 Pc)	\$ 699.99	\$ 618.99	460	\$ 30.36
13 PC HexClad Hybrid Cookware Set	\$ 829.99	\$ 748.99	460	\$ 36.73
6 PC HexClad Hybrid Cookware Set	\$ 399.99	\$ 324.99	42474	\$ 15.94
20 PC HexClad All-In Bundle	\$ 1,199.99	\$ 983.00	460	\$ 48.21
Complete Kitchen Bundle	\$ 1,499.99	\$ 1,101.00	460	\$ 53.99
HexClad Ultimate Everything Collection*	\$ 2,189.99	\$ 1,350.97	460	\$ 66.25
Essentials Bundle	\$ 299.99	\$ 269.49	460	\$ 13.22
Level-Up Bundle*	\$ 229.99	\$ 219.19	460	\$ 10.75
Family Pasta Bundle	\$ 299.99	\$ 229.49	460	\$ 11.25

(Prices based on information provided by counsel to the administrator or *available on the website as of 8/26/2024)

(**After attorney fees, notice and administration costs, and service awards)

EXHIBIT H

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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MANDY and MATTHEW CLIBURN,
RANDI GURKA, DANA SWOYER, LORI
CIMONETTI, KHUSHBU DIDWANIA,
PRATIKKUMAR PATEL, BENJAMIN
ADAMS, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

ONE SOURCE TO MARKET, LLC d/b/a
HEXCLAD COOKWARE,

Defendant.

CASE NO.: 23STCV28390

**JOINT COUNSEL DECLARATION
REGARDING INTEREST OR INVOLVEMENT
IN *CY PRES* RECIPIENT**

Date Action Filed: November 17, 2023
FAC Filed: December 22, 2023
Department: 11
Trial Date: TBD

Preliminary Approval Hearing
Date: March 26, 2025
Time: 9:00 AM
Courtroom: Dept. 11
Judge: Hon. David S. Cunningham, III

1 The undersigned state and declare as follows:

2 1. The *cy pres* recipient agreed to by the parties under the settlement agreement in this case
3 is the California Fire Foundation (<https://www.cafirefoundation.org/>).

4 2. Following the recent and ongoing natural disaster in California, including the horrific
5 fires that have destroyed parts of the state and Los Angeles County, we have selected the California Fire
6 Foundation as the *cy pres* recipient. The California Fire Foundation, a non-profit 501 (c)(3)
7 organization, provides emotional and financial assistance to families of fallen firefighters, firefighters,
8 and the communities they protect. Many of the Settlement Class Members reside in California and
9 directly benefit from the work of the California Fire Foundation to serve and protect California
10 residents. The recent and ongoing fires in California have also raised national concern, and communities
11 around the country and world are assisting California with its disaster response.

12 3. No counsel holds any interest or has any involvement in the selected *cy pres* recipient.

13 The undersigned declares under the penalties of perjury that this declaration has been examined by
14 each undersigned individually and that its contents are true to the best of their information, knowledge,
15 and belief.

16 

17
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EXHIBIT A1

Plaintiffs Khushbu Didwania, Pratikkumar Patel, Benjamin Adams, Mandy Cliburn, Matthew Cliburn, Randi Gurka, Dana Swoyer, and Lori Cimonetti (“Plaintiffs”) and Defendant One Source to Market, LLC d/b/a Hexclad Cookware (“Defendant”) (collectively, “the Parties”), by and through their respective counsel, in consideration for and subject to the promises, terms, and conditions contained in this Settlement Agreement, hereby stipulate and agree, subject to Court approval pursuant to applicable law, as follows:

I. RECITALS

WHEREAS, on or about June 27, 2023 Plaintiffs Khushbu Didwania, Pratikkumar Patel, and Benjamin Adams filed a putative class action lawsuit against Defendant in the United States District Court for the Central District of California, Case No. 2:23-cv-05110-JFW-JPR (“*Didwania*”) which asserted nationwide counts for: (1) breach of express warranty; (2) negligent misrepresentation; (3) violation of the California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*; (4) violation of the California False Advertising Law, California Business and Professions Code § 17500, *et seq.*; (5) violation of the California Unfair Competition Law, California Business and Professions Code § 17200, *et seq.*; and (6) unjust enrichment that related to, *inter alia*, alleged misrepresentations and omissions in Defendant’s advertising, labeling, and marketing, concerning the composition of the non-stick coating in certain of Defendants’ products including, but not limited to, claims that the products were “non-toxic”, “metal utensil safe”, “PFAS Free”, “PFOA Free” or otherwise free from certain chemicals, on behalf of a putative nationwide class of consumers.

WHEREAS, on November 7, 2023, Plaintiffs Khushbu Didwania, Pratikkumar Patel, and Benjamin Adams, through their counsel of record, and Defendant, through its counsel of record, mediated the matter in person in Los Angeles before the Hon. Dickran Tevrizian, who is a retired United States District Judge of the Central District of California and retired Judge of the Superior Court of California, County of Los Angeles. Before and during the mediation sessions, the Parties had an arms’-length exchange of information to permit Plaintiffs and their counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions.

WHEREAS, the ~~parties~~**Parties** engaged in discovery in the *Didwania* action including both formal and informal written discovery and production of documents and the deposition of Defendant pursuant to Fed. R. Civ. P. 30(b)(6) on twenty-seven topics relating to Plaintiffs’ claims.

WHEREAS, on November 17, 2023, Plaintiffs Mandy Cliburn, Matthew Cliburn, Randi Gurka, Dana Swoyer, and Lori Cimonetti filed a putative class action lawsuit against Defendant in the Superior Court of the State of California for the County of Los Angeles, Case No. 23STCV28390 (*Cliburn*), which asserted nationwide causes of action for: (1) breach of express warranty; (2) breach of implied warranty; (3) violation of the California False Advertising Law, California Business and Professions Code § 17500, *et seq.*; (4) violation of the California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*; (5) violation of the California Unfair Competition Law, California Business and Professions Code § 17200, *et seq.*; (6) negligent failure to warn; (7) negligent misrepresentation; (8) unjust enrichment; (9) violation of Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. Ann. §§ 42-110A, *et seq.*, that related to, *inter alia*, alleged misrepresentations and omissions in Defendant’s advertising, labeling, and marketing,

concerning the composition of the non-stick coating in certain of Defendants' products including, but not limited to, claims that the products were "non-toxic", "metal utensil safe", "PFAS Free", "PFOA Free" or otherwise free from certain chemicals on behalf of a putative nationwide class of consumers.

— WHEREAS, on December 22, 2023, the *Cliburn* action was amended to add plaintiffs Khuschbu Didwania, Pratikkumar Patel, and Benjamin Adams and their claims, whereupon Plaintiffs Didwania, Patel, and Adams dismissed their separate federal action without prejudice.

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WHEREAS, while finalizing this Settlement Agreement, in order to assess the merits of the claims and potential claims, Plaintiffs, by and through their respective counsel, conducted a thorough examination, investigation, and evaluation of the relevant law, facts, and allegations, including multiple rounds of informal confirmatory discovery which included data related to Defendant's units sold during the relevant time period, pricing data, third party vendor data, and data related to the product representations at issue;

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WHEREAS, Plaintiffs, as class representatives, believe that the claims settled herein have merit, but they and their counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the claims through class certification, trial, and appeal. Plaintiffs and their counsel have also taken into account the uncertain outcome and risk of any litigation, as well as the difficulties and delay inherent in such litigation, and they believe that the settlement set forth in this Settlement Agreement confers substantial benefits upon the Class Members. Based upon their evaluation, they have determined that the settlement set forth in this Settlement Agreement is in the best interests of the Class.

WHEREAS, based upon their review, investigation, and evaluation of the facts and law relating to the matters alleged in the pleadings, Plaintiffs, and Class Counsel, on behalf of Plaintiffs and the other members of the proposed Class, have agreed to settle the Actions pursuant to the provisions of this Settlement Agreement, after considering, among other things: (i) the substantial benefits to the Class Members under the terms of this Settlement Agreement; (ii) the risks, costs, and uncertainty of protracted litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation; and (iii) the desirability of consummating this Settlement Agreement promptly to provide effective relief to the Class Members.

WHEREAS, weighing the above factors, as well as all other risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, Plaintiffs and Class Counsel are satisfied that the terms and conditions of this settlement are fair, reasonable, adequate, and in the best interests of the Plaintiffs and the Class.

WHEREAS, Defendant has vigorously denied and continues to dispute all of the claims and contentions alleged in the Actions, and it denies any and all allegations of wrongdoing, fault, liability, or damage of any kind to Plaintiffs and the Class. Defendant further denies that it acted improperly or wrongfully in any way and believes that these Actions have no merit. Nevertheless, Defendant desires to settle the Actions upon the terms and conditions set forth in this Settlement Agreement after considering, on the one hand, the risks, uncertain outcome, and potential costs of

continued litigation, and the benefits of the proposed settlement, including a concrete resolution of all class claims.

WHEREAS, Defendant has agreed to class action treatment of the claims alleged in the Actions solely for the purpose of compromising and settling those claims on a class basis as set forth herein; ~~and~~ and further agrees to certification of a nationwide settlement class; and

WHEREAS, on August 28, 2024, the Plaintiffs filed a Motion for Preliminary Approval, memorandum in support of preliminary approval, the Settlement Agreement, and an attorney declaration. The Court held a hearing on Plaintiffs' Motion on November 13, 2024, after which the Court requested some modifications to the Parties' Settlement Agreement and supplemental briefing concerning preliminary approval of the class action settlement. Specifically, the Court requested the Parties address the following issues in the Settlement Agreement: (1) provide additional briefing on whether significant contacts exist with California in this case to satisfy constitutional concerns and support certification of a nationwide class, (2) provide additional clarity and precision regarding the scope of any release given by class members, (3) provide authority and factual reasons why a Civil Code section 1542 waiver is appropriate or remove the provision, (4) provide amounts to be deducted from the gross settlement for attorneys' costs in the Settlement Agreement and Notice, (5) provide a provision to ensure Class Counsel payments and expenses and Class Representatives' service awards do not precede disbursement of Individual Class Members' payments, (6) provide the estimates costs of Notice and Administration in the Notice, (7) explain whether Class Members who receive a re-mailed notice will be given an extended deadline to respond, (8) provide that the objection procedure should be the same as the opt-out procedure, with the only requirement being that objections be mailed to the settlement administrator, (9) remove language indicating Class Members may only be heard at final approval if they have complied with all objection procedures, or if a specific procedure is sought, explain why it is necessary, (10) provide in the Notice that the Court will hear from any class member who attends the final approval hearing and asks to speak regarding an objection, (11) provide declarations disclosing counsel's involvement in the governance or work of the *cy pres* recipient.

NOW, THEREFORE, it is hereby STIPULATED AND AGREED, by and between the Parties, through their respective counsel, that: (a) the Actions be fully and finally compromised, settled, and released upon final settlement approval by the Court after the hearings as provided for in this Settlement Agreement; and (b) upon such approval by the Court, a Final Order and Final Judgment, substantially in the form attached hereto as Exhibits "A" and "B," respectively, be entered upon the following terms and conditions.

II. DEFINITIONS

As used in this Settlement Agreement and the attached exhibits, the following terms have the following meanings, unless this Settlement Agreement specifically provides otherwise. Unless otherwise indicated, defined terms include the plural as well as the singular. Some definitions use terms that are defined later in this section.

1. "Actions" mean the class action lawsuits entitled *Didwania v. Hexclad Cookware, Inc.*, Case No. 2:23-cv-05110-JFW-JPR ("*Didwania*"), previously pending in the United States District

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Court, Central District of California and *Cliburn v. One Source to Market, LLC* d/b/a Hexclad Cookware, Case No. 23STCV28390 pending in the Superior Court of the State of California For the County of Los Angeles.

2. “Defendant” means One Source to Market, LLC d/b/a Hexclad Cookware, Inc., the defendant in these Actions.

3. “Approved Claims” means those claims that are approved by the Settlement Administrator for payment.

4. “Attorneys’ Fees and Expenses” means such funds as may be awarded by the Court to Class Counsel to compensate Class Counsel for their fees and expenses in connection with the Actions and the Settlement.

5. “Bar Date” means 60 days after Final Approval, the date by which a Claim Form must be received by the Settlement Administrator for a Class Member to be entitled for any of the settlement consideration contemplated in this Settlement Agreement.

6. “Claimant” means a Settlement Class Member who submits a Claim Form.

7. “Claim Form” means the proof of claim and release form(s) substantially in the form attached hereto as Exhibit “C,” which may be modified to meet the requirements of the Court or Settlement Administrator, pursuant to which Class Members can recover one of the benefits of this Settlement.

8. “Claims Period” means the time period from the Notice Date through the Bar Date, which is the time period that Settlement Class Members will have to claim the benefits contemplated by this Settlement Agreement.

9. “Class”, “Class Members”, “Settlement Class” or “Settlement Class Members” means all persons and entities in the United States, its territories, and/or its possessions who purchased one or more of the Eligible Products as defined herein. Excluded from the Class are: (a) all persons who are employees, directors, officers, and agents of Defendant or its subsidiaries and affiliated companies; (b) persons and entities that timely and properly exclude themselves from the Class as provided in this Settlement Agreement; and (c) the Court, the Court’s immediate family, and Court staff. It is appropriate to certify a nationwide Settlement Class because OSTM is a California company, with its principal place of business in California. OSTM packages and distributes its cookware and marketing messages from California and substantial numbers of class members are located in California. See *Wercha v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, (2001) (finding that Apple was a California corporation, with its principal place of business in California, that brochures prepared in and distributed from California, and that substantial class members resided in California supported certifying a nationwide settlement class).

10. “Class Counsel” or “Plaintiffs’ Counsel” means Brian C. Gudmundson of Zimmerman Reed LLP, Christopher D. Jennings of ~~the~~ Jennings & Earley, PLLC, and ~~David S. Almeida~~John R. Parker, Jr. of Almeida Law Group.

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11. “Class Notice” or “Notice” means notice of the proposed settlement, including the Long Form Notice and Summary Notice provided to the Class as provided herein, but which may be modified as necessary to comply with the provisions of any order of Preliminary Approval entered by the Court.

12. “Class Period” is from February 1, 2022 through March 31, 2024.

13. “Complaints” mean, collectively: (i) the operative Class Complaint filed by Plaintiffs Khushbu Didwania, Pratikkumar Patel, Benjamin Adams in the *Didwania* Action; and (ii) the operative Class Complaint filed by Plaintiffs Mandy Cliburn, Matthew Cliburn, Randi Gurka, Dana Swoyer, and Lori Cimonetti in the *Cliburn* Action.

14. “Court” means the California Superior Court for the County of Los Angeles, the Honorable David S. Cunningham III, presiding over the *Cliburn* Action.

15. “Defense Counsel” means the law firms of Barnes & Thornburg LLP and Dunning Rievmann & MacDonald LLP.

16. “Effective Date” means the date on which the Final Order and Final Judgment (defined below) in the Actions become “Final.” As used in this Settlement Agreement, “Final” means three (3) business days after all of the following conditions have been satisfied: (a) the Final Order and Final Judgment have been entered; and (b) (i) if reconsideration and/or appellate review is not sought from the Final Order and Final Judgment, the expiration of the time for the filing or noticing of any motion for reconsideration, appeal, petition, and/or writ; or (ii) if reconsideration and/or appellate review is sought from the Final Order and Final Judgment: (A) the date on which the Final Order and Final Judgment are affirmed and are no longer subject to judicial review, or (B) the date on which the motion for reconsideration, appeal, petition, or writ is dismissed or denied and the Final Order and Final Judgment are no longer subject to judicial review.

17. “Eligible Products” means all products at issue in the Actions and subject to the Plaintiffs’ claims including the following products that are available for purchase¹:

- a. 1 QT Hybrid Pot Lid;
- b. Hybrid Fry Pan 7”;
- c. 8” HexClad Hybrid Pan;
- d. 10” HexClad Hybrid Pan;
- e. 10” Hybrid Wok;

¹ Defendant sells various bundles of cookware and other products. Many of these bundles are comprised of separate skus (*i.e.*, a 7pc set sku and a 6pc pot set sku may comprise a 13pc bundle). Defendant has provided this information to Plaintiffs and to the extent the Settlement Administrator or Plaintiffs need additional information related to the composition of various bundles, Defendant will provide that information during the claims administration process.

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- f. 12" HexClad Hybrid Pan;
- g. 12" Hybrid Wok;
- h. 14" HexClad Hybrid Pan with Lid;
- i. 14" Hybrid Wok with Lid;
- j. Hybrid Griddle Pan 12";
- k. Hybrid Griddle Pan 13";
- l. 5 QT Saucepan;
- m. HexClad Hybrid 1 QT Pot With Lid;
- n. HexClad Hybrid 10 QT Stock Pot With Lid;
- o. HexClad Hybrid 2 QT Pot With Lid;
- p. HexClad Hybrid 3 QT Pot With Lid;
- q. HexClad Hybrid 8 QT Pot With Lid;
- r. HexClad Hybrid 10 QT Stock Pot With Lid;
- s. Hybrid Deep Sauté Pan with Lid 5.5Qt;
- t. Hybrid Deep Sauté Pan/Chicken Fryer with Lid 7QT; or
- u. Any sets in which any of the HexClad Hybrid pans are included, such as:
 - i. the Hybrid Perfect Pots & Pans Set (12 Pc);
 - ii. 13 PC HexClad Hybrid Cookware Set;
 - iii. 6 PC HexClad Hybrid Cookware Set;
 - iv. 20 PC HexClad All-In Bundle;
 - v. Complete Kitchen Bundle;
 - vi. HexClad Ultimate Everything Collection;
 - vii. Essentials Bundle;
 - viii. Level-Up Bundle;
 - ix. Starter Bundle;
 - x. Family Pasta Bundle; or,
 - xi. any such variations of these pans or sets including pans sold with or without a lid.

18. "Fairness Hearing" means the hearing that is to take place after the entry of the Preliminary Approval Order for purposes of: (a) determining whether the Settlement should be finally approved as fair, reasonable, and adequate; and (b) determining whether to grant any motion by Class Counsel for Attorneys' Fees and Expenses and for Class Representative Service Awards. The Parties shall request that the Court schedule the Fairness Hearing for a date that is in compliance

with applicable law and set after briefing on Class Counsel's motion for Attorneys' Fees and Expenses is complete.

19. "Final Approval" means the Court's order granting final approval of the proposed Settlement and entry of a Final Order and Final Judgment following the Fairness Hearing.

20. "Final Order and Final Judgment" means the Court's order and judgment fully and finally approving the Settlement, substantially in the form attached hereto as Exhibits "A" and "B."

21. "Long Form Notice" means the long form notice of settlement, substantially in the form attached hereto as Exhibit "D."

22. "Notice and Administration Costs" means the costs and/or expenses incurred by the Settlement Administrator in preparing and disseminating Notice and completing the claims administration process set forth in this Settlement Agreement. The Notice and Administration Costs in this case are currently estimated at approximately \$312,000.

23. "Notice Date" means the first date upon which the Class Notice is disseminated by the Settlement Administrator. The Parties have proposed this to be forty-five (45) days from the Preliminary Approval Date.

24. "Opt-Out and Objection Deadline" means sixty (60) days after the Notice Date; (or for a re-mailed Class Notice, no later than thirty (30) days from the postmark of the re-mailed Notice).

25. "Parties" means Plaintiffs and Defendant, collectively, as each of those terms is defined in this Settlement Agreement.

26. "Plaintiff(s)" means Khuschbu Didwania, Pratikkumar Patel, Benjamin Adams, Mandy Cliburn, Matthew Cliburn, Randi Gurka, Dana Swoyer, and Lori Cimonetti.

27. "Preliminary Approval Date" means the date the Court grants Preliminary Approval.

28. "Preliminary Approval Order" means the order preliminarily approving the Settlement and proposed Class Notice and notice plan, substantially in the form attached hereto as Exhibit "E."

29. "Release" means the release and waiver set forth in this Settlement Agreement and in the Final Order and Final Judgment.

30. "Released Claims" means and includes ~~any and all~~ claims, demands, rights, damages, obligations, suits, debts, liens, and causes of action under common law or statutory law (federal, state, or local) ~~of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist,~~ including unknown claims as of the Notice Date by all of the Plaintiffs and all Class Members (and Plaintiffs' and Class Members' respective heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns) that: were asserted or that could have been reasonably asserted in the Actions against the Released Parties (as hereinafter defined); ~~or any of them, and that arise~~

~~out of or are related in any way to any or all of the acts, omissions, facts, matters, transactions, or occurrences that were or could have been directly or indirectly alleged or asserted in the Actions) including, but not limited to, alleged (1) breach of express or implied warranty; (2) negligent misrepresentation; (3) violation of the California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, et seq.; (4) violation of the California False Advertising Law, California Business and Professions Code § 17500, et seq.; (5) violation of the California Unfair Competition Law, California Business and Professions Code § 17200, et seq.; (6) negligent failure to warn; (7) negligent misrepresentation; (9) violation of Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. Ann. §§ 42-110A, et seq., (10) unjust enrichment (11) violations of state consumer protection laws, unfair competition, and/or false or deceptive advertising statutes; breach of express or implied warranty (including, but not limited to, claims arising under state law and/or the Magnuson-Moss Warranty Act); unjust enrichment, and (12) restitution, declaratory or injunctive relief, and other equitable claims or claims sounding in contract and tort; and relate in any way to the concern OSTM's advertising, labeling, or marketing of that describes the Eligible Products as "non-toxic", "PFAS Free", or "PFOA Free" through any medium (e.g., on-label, internet, or otherwise). "Released Claims" shall be construed as broadly as possible to effect complete finality over this litigation involving Defendant's advertising, labeling, and/or marketing of the Eligible Products as set forth herein and in the operative complaint.~~

31. "Released Parties" means: (a) Defendant, and each of its past, present, and future owners, employees, assigns, attorneys, agents, advertising agencies, consultants, officers, and directors; and (b) All of Defendant's past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, and successors, and each of their respective employees, assigns, attorneys, agents, resellers, officers, and directors; ~~and (c) All persons, entities, or corporations involved in any way in the development, creation, sale, advertising, labeling, and/or marketing of the Eligible Products.~~

32. "Releasing Parties" means Named Plaintiffs and all Class Members, and each of their heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns.

33. "Release Period" means the period from which the Settlement Class Members' Released Claims are released: from February 1, 2022 through March 31, 2024.

34. "Service Award" means any award sought by application to and approved by the Court that is payable to the Plaintiffs for their role as the class representatives and/or named plaintiffs and for the responsibility and work attendant to those roles.

35. "Settlement" means the settlement embodied in this Settlement Agreement, including all attached Exhibits (which are an integral part of this Settlement Agreement and are incorporated in their entirety by reference).

36. "Settlement Administrator" or "Claims Administrator" means Verita Global, LLC ("Verita"), assuming it agrees to undertake notice and administration in accordance with the Notice Plan and this Agreement or as otherwise ordered by the Court, which shall provide settlement notice, and administer and oversee, among other things, the processing, handling, reviewing, and approving of claims made by Claimants, communicating with Claimants, and distributing payments to qualified

Claimants. Attached hereto as Exhibit G is a declaration from Verita providing its qualifications and experience, including evidence of procedures it has in place to protect the security of the Settlement Class Members data and adequate insurance in the event of a data breach or ~~miss calculation~~ miscalculation of funds. If the Court refuses to appoint Verita as Settlement Administrator, the Parties will work in good faith to propose an alternative Settlement Administrator. If the Parties cannot agree on an alternative Settlement Administrator, the Parties will ask the Court to appoint one.

37. “Settlement Website” means a dedicated website to be established by the Claims Administrator for the purpose of providing Notice, Claim Forms, and other information regarding this Agreement. The Claims Administrator will secure HexCladSettlement.com as the Settlement Website, unless such URL is more expensive to obtain than another similar URL, in which case the Settlement Administrator will obtain a URL that in the reasonable judgment of the Settlement Administrator is clear and easy for Class Members to access. The Settlement Website must be activated before the Notice is first disseminated.

38. “Settlement Agreement” or “Agreement” means this Settlement Agreement and its Exhibits, attached hereto and incorporated herein, including all subsequent amendments agreed to in writing by the Parties and any exhibits to such amendments.

39. “Short Form Notice” means the summary notice of the proposed class action settlement, substantially in the form attached hereto as Exhibit “F.”

III. SUBMISSION OF SETTLEMENT TO THE COURT FOR APPROVAL

40. By ~~August 30, 2024, February 3, 2025~~, Class Counsel shall file a supplemental motion with the Court seeking entry of the Preliminary Approval Order (substantially in the form attached as Exhibit “E”), for the purpose of, among other things:

- (a) Certifying a Settlement Class, appointing Plaintiffs as the representatives of the Class and Class Counsel as counsel for the Class, and preliminarily approving the Settlement as being within the range of reasonableness such that the Class Notice should be provided pursuant to this Settlement Agreement;
- (b) Approving the Settlement Administrator;
- (c) Approving and authorizing the contents and distribution of Class Notice;
- (d) Determining that the notice of the Settlement and of the Fairness Hearing as set forth in this Settlement Agreement, complies with all legal requirements, including but not limited to the Due Process Clause of the United States Constitution;
- (e) Providing that Class Members will have until the Bar Date to submit Claim Forms;
- (f) Scheduling the Fairness Hearing on a date ordered by the Court, provided in the Preliminary Approval Order, and in compliance with applicable law, to determine

whether the Settlement should be approved as fair, reasonable, and adequate, and to determine whether a Final Order and Final Judgment should be entered;

- (g) Providing that any objections by any Class Member to the certification of the Class, the proposed Settlement contained in this Settlement Agreement, the entry of the Final Order and Final Judgment, and Class Counsel's motion for Attorneys' Fees and Expenses and for class representatives service awards shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Fairness Hearing if, on or before the date(s) specified in the Class Notice and Preliminary Approval Order, if such objector files with the Court, and submits to the Parties' counsel, a written objection and notice of intention by the objector to appear at the Fairness Hearing, and otherwise complies with the requirements in this Settlement Agreement for the purposes identified in this agreement;
- (h) Establishing dates by which the Parties shall file and serve all papers in support of the application for final approval of the Settlement and/or any response to any valid and timely objections, and providing that all Class Members will be bound by the Final Order and Final Judgment unless such Class Members timely file valid written requests for exclusion or opt out in accordance with this Settlement Agreement and the Class Notice;
- (i) Providing a procedure for Class Members to request exclusion from/ opt out of the Settlement and that Class Members wishing to exclude themselves from the Settlement, who will have until the date specified in the Class Notice and the Preliminary Approval Order to submit a ~~valid-written~~ request for exclusion or opt out to the Settlement Administrator;
- (j) Directing the Parties, pursuant to the terms and conditions of this Settlement Agreement, to take all necessary and appropriate steps to seek final approval and implementation of the Settlement;
- (k) Pending the Fairness Hearing, staying all proceedings in the Actions (if the Actions are not already stayed), other than proceedings necessary to carry out or enforce the terms and conditions of this Settlement Agreement and the Preliminary Approval Order, and unless and until this Agreement is terminated pursuant to its terms and conditions; and
- (m) Pending the Fairness Hearing, enjoining Plaintiffs and Class Members, from commencing or prosecuting, either directly or indirectly, any action in any forum (state or federal) asserting any of the Released Claims.

41. Following the entry of the Preliminary Approval Order, the Class Notice shall be given and published by the Settlement Administrator in accord with the approved Notice Plan.

42. Class Counsel shall draft the motion for Final Approval and provide that draft to Defendant's Counsel reasonably in advance of filing such motion with the Court.

43. At the Fairness Hearing, the Parties shall seek to obtain from the Court a Final Order and Final Judgment in the form substantially similar to Exhibits “A” and “B,” respectively. The Final Order and Final Judgment shall, among other things:

- (a) Find that the Court has personal jurisdiction over Defendant and all Class Members, the Court has subject matter jurisdiction over the claims asserted in the Actions, and that venue is proper;
- (b) Grant final approval of this Settlement Agreement and the Settlement;
- (c) Certify the Class for purposes of settlement;
- (d) Find that the notice to the Class complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;
- (e) Incorporate the Release set forth in this Settlement Agreement and make the Release effective as of the date of the Final Order and Final Judgment;
- (f) Order the injunctive relief described in Paragraph 46 of this Settlement Agreement;
- (g) Authorize the Parties to implement the terms of the Settlement; and
- (i) Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of this Settlement Agreement, the Final Order, Final Judgment, any final order approving Attorneys’ Fees and Expenses and Service Awards, and for any other necessary purpose.

44. Based upon the Declaration of the Settlement Administrator, attached hereto as Exhibit “G,” the Parties agree that the Notice Plan contemplated by this Settlement Agreement is valid and effective, that if effectuated, it would provide reasonable notice to the Class, and that it represents the best practicable notice under the circumstances.

IV. THE SETTLEMENT CONSIDERATION

45. **Gross Settlement Non-Reversionary Fund.** As consideration for the Settlement and subject to Court approval, Defendant agrees to pay \$2,500,000.00 (two million five hundred thousand US dollars) to create a non-reversionary settlement fund (“Gross Settlement Fund”). A Taxpayer ID number will be obtained and an account opened for the settlement fund. All required taxes will be paid from the settlement fund and the Settlement Administrator will work with a Certified Public Accounting firm to file all necessary tax returns, at no cost to Defendant. Defendant shall fund the Gross Settlement Fund no more than twenty (20) days after the Preliminary Approval Date.

The Gross Settlement Fund will be used to ~~make distributions in the following order~~pay for: (1) all costs for notice and administration; (2) any award of attorneys' fees and expenses as the Court may order (3) any class representative service awards as the Court may order; and (4) all Approved Claims submitted by Settlement Class Members. Amounts will be distributed from the Gross Settlement Fund as set forth below. Any amounts related to (2) and (3) shall be held by the Settlement Administrator and not distributed to counsel and class representatives until after claims payments are made to settlement Class Members who have submitted an Approved Claim.

a. Cash Benefits to Class Members. Class Members shall be eligible for the relief provided in this Settlement Agreement, provided Class Members complete and timely submit a Claim Form, which shall be included with the Class Notice and available on the Settlement Website described in this Settlement Agreement, to the Settlement Administrator by the Bar Date, subject to the terms and conditions of this Settlement Agreement.

Class Members shall be eligible for a *pro rata* share of the Gross Settlement Fund, after deducting notice and administration costs set forth in this paragraph² and as approved by the Court, attorneys' fees, costs, and expenses as approved by the Court³, and class representative service awards⁴ as approved by the Court. The *pro rata* share to each Class Member shall not exceed the dollar amount the Class Member spent on Eligible Products.⁵ -To the extent any money remains in the Gross Settlement Fund after the first round of *pro rata* share payments are made to Class Members ~~and~~, all settlement payment checks are voided due to non-deposit (*i.e.*, checks that Class Members do not cash), and notice and administration costs set forth in this paragraph and as approved by the Court, attorneys' fees, costs, and expenses as approved by the Court, and class representative service awards approved by the Court. a second round of *pro rata* payments will be made to the Class Members, as long as such funds are sufficient to distribute an additional amount of at least \$5.00 to every Class Member and do not exceed the dollar amount the Class Member spent on Eligible Products the Class Members purchased.

² The Settlement Administrator estimated the notice and administration costs to currently be approximately \$312,000.

³ Class Counsel intends to move the Court for an award of attorneys' fees in the amount of 33 and 1/3% of the Gross Settlement Fund, or \$833,250. As of the date of this Settlement Agreement, Class Counsel has also incurred approximately \$51,340 in expenses and costs. Class Counsel reserves the right to recover any reasonable expenses incurred after this Settlement Agreement is executed, although Class Counsel expects any additional expenses and costs to be modest given the procedural posture of the Actions.

⁴ Class Counsel intends to move for a class representative service award in the amount of \$2,500 per named Plaintiff.

⁵ This Settlement Agreement reimburses Class Members for certain monies spent on "pots" or "pans." Defendant sells its pots and pans as standalone products, and also as parts of various cookware sets and bundles (with other cookware and other non-cookware products). For purposes of *pro rata* claim calculation, each Class Member's *pro rata* share will be calculated based on the value of the pots and/or pans they purchased, either as standalone items or within cookware sets or bundles, excluding components of sets or bundles that are not pots and/or pans within the Eligible Products (such as lids, knives, cooking accessories, etc.).

- i. If the total amount of eligible claims exceeds the funds available for cash distributions from the Gross Settlement Fund, then each claimant's award shall be proportionately reduced. Similarly, if the total amount of eligible claims is less than the funds available for cash distributions from the Gross Settlement Fund, then each claimant's award will be proportionally increased.
- ii. The Settlement Administrator shall pay all Approved Claims no later than thirty (30) days after the Bar Date.

b. Notice and Administration Costs. The actual Notice and Administration Costs incurred in accordance with this Settlement Agreement. The Settlement Administrator estimates the cost of Notice and Administration to be approximately \$312,000 calculated with an estimated 5% claims rate. This is a fair bid for notice and administration. Class Counsel contacted leading settlement administrators to obtain quotes for providing administrative services for settlement. After thorough review of the proposals and comparing the cost efficiencies against the services provided, counsel selected Verita as the Settlement Administrator and asks the Court to approve that selection.

c. Named Plaintiff Service Awards. In recognition of the time and effort the Named Plaintiffs expended in pursuing the Actions and in fulfilling their obligations and responsibilities as class representatives, Class Counsel intends to seek a service award of two thousand five hundred dollars (\$2,500) for each of the Named Plaintiffs, subject to Court approval. Defendant will not object to this request for service awards for the Named Plaintiffs. The Settlement is not contingent on the Court's approval of the proposed service awards.

d. Attorneys' Fees and Expenses. Class Counsel shall apply to the Court for an award of reasonable Attorneys' Fees and Expenses for their work in connection with the Actions. Such request for fees shall be up to and not exceeding 33 1/3% of the Gross Settlement Fund, which is approximately \$833,250, plus reasonable costs and expenses, which are currently approximately \$51,340. This shall be the sole compensation paid by Defendant for Plaintiffs' fees and expenses. Class Counsel's motion for Attorneys' Fees and Expenses shall be filed no later than thirty (30) days before the Opt-Out and Objection Deadline. Any attorneys' fees and expenses ordered by the Court shall be paid out of the Gross Settlement Fund.

Settlement Class Members shall have thirty (30) days after the filing of the application for Attorneys' Fees and Expenses to object to and oppose Class Counsel's request for Attorneys' Fees and Expenses by filing with the Court and serving on Class Counsel and Defense Counsel any objections relating to Class Counsel's application for Attorneys' Fees and Expenses.

e. Cy Pres Distribution. If, after payment of (1) Cash Benefits to Class Members, including any second *pro rata* distribution of any residual amount of the Gross Settlement Fund, to the extent feasible, (2) Notice and Administration, (3) Named Plaintiff Service Awards, and (4) Attorneys' Fees and Expenses, there is any remaining amounts, including checks distributed to

Settlement Class Members that remain uncashed after 120 days, those remaining amounts will be distributed to ~~Public Justice~~the California Fire Foundation, subject to the Court's approval. ~~Public Justice~~The California Fire Foundation is a nonprofit, ~~public interest legal advocacy~~ organization whose mission ~~that provides emotional and financial assistance to families of fallen firefighters, firefighters, and the communities they protect. Attached hereto as Exhibit H is to expand access to justice, including for consumer advocacy~~a declaration from Class Counsel regarding any interest or involvement in the *cy pres* recipient identified herein.

46. Injunctive Relief. In consideration for the Release contained in this Settlement Agreement, and as a result of the efforts of the Plaintiffs and Class Counsel, Defendant agrees to the following injunctive relief:

- a. Defendant will cease to market or advertise any product containing PTFE or any chemical in the PFAS family as "PFAS free" or "PFOA free";
- b. Defendant will cease to market or advertise any product containing PTFE or any chemical in the PFAS family as "non-toxic";
- c. Nothing shall prevent Defendant from continuing to market or advertise that any product is "metal utensil safe"; and
- d. Nothing shall prevent Defendant from continuing to market or advertise that any product that does not contain PTFE or other chemical in the PFAS family as "non-toxic" and/or "PFOA-free" for example, pans with ceramic or other coating(s) that don't contain PTFE.

47. Confirmatory Discovery. Defendant has cooperated in and agrees to continue to cooperate with reasonable confirmatory discovery propounded by Plaintiffs, which shall be limited to the scope and size of the Settlement Class and to confirm the reasonableness of the Settlement and analyze and effect reasonable Class notice under the best practicable means. The ~~parties~~Parties agree that confirmatory discovery will be reasonable, cost effective, expeditious, and not unduly burdensome.

V. NOTICE TO THE CLASS

48. Following the Court's preliminary approval of this Settlement Agreement and the Court's appointment of the Settlement Administrator, the Settlement Administrator shall effectuate the Notice Plan and disseminate the Class Notice as provided for in the Declaration of the Settlement Administrator, attached hereto as Exhibit "G", and as specified in the Preliminary Approval Order and in this Settlement Agreement. The Settlement Administrator shall also comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution and California Rules of Court, Rules 3.766 and 3.771(b).

49. Identification of Settlement Class Members within Defendant's records. Defendant shall conduct a reasonable search of its records to identify the name, email address, and street address of all persons within the Settlement Class. Within twenty (20) days of the entry of the Preliminary Approval Order, Defendant shall compile a list with the names, email addresses, mailing or street

addresses for Settlement Class Members and provide them to the Settlement Administrator. Defendant shall also provide a summary of the information provided to the Settlement Administrator to Class Counsel, including the aforementioned categories and total quantities within each category.

50. Email and Mail Notice to Settlement Class Members. The Settlement Administrator will cause Notice, which includes information related to objections, opt-outs, and the Fairness hearing⁶ and which is in the form approved by the Court, to be emailed or, if no valid email address is available or if notice is deemed undeliverable by email, mailed to Settlement Class Members at an address reflected in Defendant's reasonably available computerized records, as of the date of entry of the Preliminary Approval Order. Notices returned by the USPS as undeliverable will be re-mailed to any address available through postal service forwarding order information. For any returned mailing that does not contain an expired forwarding order with a new address indicated, the Settlement Administrator will conduct further address searches using credit and other public source databases to attempt to locate new addresses and will re-mail these notices where possible.

The Settlement Administrator will also work with other retailers, such as Amazon and Costco to ensure Settlement Class Members that purchased any of the Eligible Products from these other retailers receive notice of the Settlement and the Fairness hearing in compliance with this Settlement Agreement. Amazon may independently send an email notice and or mailed notice to all Settlement Class Members for which they possess an email and/or postal address.

51. Settlement Website. Before the dissemination of the Class Notice, the Settlement Administrator shall establish and maintain a Settlement Website that will: (i) notify the Settlement Class of their rights to opt out or exclude themselves from the Settlement Class; (ii) notify the Settlement Class of their right to object to this Agreement; (iii) notify the Settlement Class that no further notice will be provided to them, except for a notice of final judgment posted to the Settlement Website; (iv) inform the Settlement Class that they should monitor the Settlement Website for further developments; (v) inform the Settlement Class of their right to attend the Final Fairness Hearing conducted by the Court and any changes to the date and time of the Final Fairness Hearing; (vi) Plaintiffs' motion(s) for award of Attorneys' Fees and Expenses and for Class Representative Service Awards (when available); (vii) include a copy of this Agreement, the Preliminary Approval Order, the Claim Form, and the Long Form and Short Form Notices; (viii) include copies of the material documents that are filed publicly with the Court in connection with the Settlement; and (ix) include any other information or materials that may be required by the Court and/or agreed to by the Parties. The Parties shall have the right to review and approve the content of the Settlement Website. The Settlement Website will also allow for electronic submission, through the website, of the Claim Form (in addition to Claim Forms being mailed to the Settlement Administrator).

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⁶ The Los Angeles Superior Court, Complex Civil Department Checklist for Preliminary Approval of Class Action Settlement ("Settlement Guidelines") requires the Settlement Agreement to accurately reflect the Court's current social distancing procedure for attendance at hearings and review of court files. The Guidelines further instruct counsel to consult the Court's website for the most current information. The website does not currently have a social distancing policy in effect, and therefore Counsel did not include a provision related to social distancing procedures.

52. The Claims Administrator shall ensure that the Settlement Website is active and able to accept online claims prior to the dissemination of any Notice to the Settlement Class. The Settlement Website address will be published in the Notice.

53. **Media Notice.** The Settlement Administrator will also implement a media campaign consisting of online advertisements and newspaper publication. Approximately 10,500,000 digital impressions will be purchased programmatically via one or more ad exchanges and distributed over various websites and the social media platforms Facebook and Instagram. The impressions will be broadly targeted to adults 18 years of age or older nationwide but will appear alongside content related to cookware, cooking, recipes, etc., where available, as well as behaviorally target cooking enthusiasts or aspiring chefs, users with an interest in HexClad, gourmet cooking equipment, or non-stick cookware, as well as other related keywords and/or interests. The digital notices will appear on both desktop and mobile devices, including tablets and smartphones, in display and native ad formats. All digital media notices will include an embedded link to the settlement website. The digital media campaign will be monitored by Verita's digital specialists to analyze key campaign performance indicators and make real-time modifications, as needed. Further, to fulfill California's CLRA notice requirement, Verita will publish the Summary Notice as an approximate eighth-page ad unit once a week for four consecutive weeks in the *Los Angeles Daily News*.

54. **Compliance with Notice Plan.** At least thirty (30) days prior to the Fairness Hearing, Defendant, through its counsel of record, and the Settlement Administrator shall provide to Class Counsel, a declaration or declarations that they complied with all provisions of the Notice plan ordered by the Court.

VI. RELEASES

55. Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Order and Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties. The Released Claims shall be construed as broadly as possible to effect complete finality over this litigation involving Defendant advertising, labeling, marketing, sale, and/or performance of the Eligible Products as set forth herein.

~~56. Members of the Class who have opted out of the Settlement by the Opt-Out and Objection Deadline do not release their claims and will not obtain any benefits of the Settlement.~~

~~57. The Released Claims include known and unknown claims relating to the Actions, and this Settlement Agreement is expressly intended to cover and include all such damages, including all rights of action thereunder. Plaintiffs and Class Members hereby expressly, knowingly, and voluntarily waive the provisions of Section 1542 of the California Civil Code, which provides as follows:~~

~~**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**~~

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

~~58.56. Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, Plaintiffs and Class Members hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to the Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims known or unknown, suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the Release herein given by Plaintiffs and Class Members to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Plaintiffs and Class Members expressly acknowledge that he/she/they has/have been advised by his/her/their attorney of the contents and effect of Section 1542, and with knowledge, Plaintiffs and Class Members hereby expressly waive whatever benefits he/she/they may have had pursuant to such section. Plaintiffs and Class Members are not releasing any claims for Personal Injuries. Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the Settlement of which this Release is a part. It is the intention of the parties to hereby fully, finally, and forever settle and release all disputes and differences, known or unknown, suspected or unsuspected, as to the released matters.~~

~~59.57.~~ The Court shall enter an order retaining jurisdiction over the Parties to this Settlement Agreement with respect to their future performance of the terms of this Settlement Agreement. In the event that any applications for relief are made, such applications shall be made to the Court.

~~60.58.~~ Upon the Effective Date: (a) this Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Class Members; and (b) Plaintiffs and the Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting against the Released Parties in any federal or state court or tribunal any and all Released Claims.

VII. ADMINISTRATION OF THE SETTLEMENT AND CLAIM PROGRAM

~~61.59.~~ Notice will be provided to members of the Settlement Class by the method set forth in this Agreement and Exhibit G to this Agreement (the attached Declaration of the Settlement Administrator.)

~~62.60.~~ The Claims Administrator will review each Claim Form submitted by a Class Member to determine whether the Claim Form is valid and will reject any invalid claims (if any), within thirty (30) days after the expiration of the Claims Period. The Claims Administrator shall promptly report all such determinations of invalidity to both Class Counsel and Defendant's counsel via weekly updates.

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~~63-61.~~ The Claims Administrator agrees to maintain the Settlement Website containing a link to the Notice and Claim Form. A Class Member must certify under penalty of perjury that he or she is a member of the Class, provide his or her name, and select which product was purchased and the approximate date of purchase, including how many products were purchased during the Class Period. Failure to submit information pertaining to the approximate date of purchase is not reason (in and of itself) to reject a Claim Form.

~~64-62.~~ The Claim Form must be mailed or submitted electronically to the Claims Administrator and postmarked no later than the last day of the Claims Period.

~~65-63.~~ The Settlement Website shall stay online and active for the entirety of the Claims Period and through the final determination of all claims.

~~66-64.~~ If the Settlement Administrator deems a Claim invalid, they must notify the claimant in writing by email or mail no later than thirty (30) days after the expiration of the Claims Period, stating the reasons for the rejection. The claimant will have fifteen (15) days after the notice is mailed to present in writing by email or mail additional information or evidence in support of his or her Claim. If a claimant timely provides such additional information, the Settlement Administrator will either: (i) approve the Claim; or (ii) advise Class Counsel and Defense Counsel that the Settlement Administrator continues to deem the Claim invalid and seek resolution by agreement of counsel. If Class Counsel and Defendant cannot agree on the resolution of any disputed Claim, final determination of disputed Claims will be made by the Settlement Administrator. The Settlement Administrator will exercise best efforts to submit any such disputed Claims to Class Counsel and Defense Counsel in batches.

~~67-65.~~ Class Members who do not return a Claim Form postmarked on or before the final day of the Claims Period will not qualify to receive any monetary consideration under the settlement as set out in Paragraph 45(a) above, but will remain Class Members and be bound by this Settlement and all of the terms of this Settlement Agreement including the terms of the Final Order and Final Judgment to be entered in the Actions and the releases provided for herein, and will be barred from bringing any action in any forum (state or federal) against any of the Released Parties concerning any of the Released Claims.

~~68-66.~~ All costs associated with the claim approval program and the Notice program will be paid out of the non-reversionary settlement fund set forth above in Paragraph 45(b).

VIII. OBJECTIONS AND OPT-OUTS BY CLASS MEMBERS

~~69-67.~~ Settlement Class Members shall have the right to appear and present Objections as to any reason why they believe the terms of this Agreement should not be given Final Approval.

~~70-68.~~ ~~For a Class Member to have an objection considered, the~~The Class Member may send written objections and all papers in support of such objections to the Settlement Administrator in the time set forth in the Notice, which will be no later than sixty (60) days after the Notice Date. ~~All such written objections shall be served on Class Counsel and counsel for Defendant so that Class~~

~~Counsel can be reasonably informed of any such objections.~~ The submission of any objection will not extend the time within which a member of the Settlement Class may file a request for exclusion from the settlement.

~~71. To be considered valid, all objections and supporting papers must be in writing and must: (a) clearly identify the case name and number; (b) include the objector's full name; (c) address, telephone number, and email address of the objecting Settlement Class Member; (d) include the full name, address, telephone number, and email address of the objector's counsel, and the state bar(s) to which counsel is admitted (if the objector is represented by counsel) and a list of all other class actions in which the objecting class member or his or her counsel has been involved in presenting objections over the past five year period (whether or not the counsel appeared in the matter); and (e) provide a detailed explanation stating the specific reasons for the objection, including any legal and factual support and any evidence in support of the objection. Objections must be personally signed in ink by the objecting Settlement Class Member to be valid.~~

~~72-69. Any Class Member who intends to object to the fairness, reasonableness, and/or adequacy of the Settlement must, in addition to should~~ timely submit an objection to the Settlement Administrator send the written objection to Class Counsel and Defense Counsel (at the addresses set forth below) postmarked no later than the Opt-Out and Objection Deadline, which is no later than sixty (60) days after the Notice Date. Putative Class Members wishing to object to the Settlement should send to the Settlement Administrator a personally signed letter, including: (a) their full name; (b) current address; (c) a clear statement communicating that they "object" to the Settlement and the basis for the objection; (d) their personal signature (not that of their counsel) in ink; and (e) the case name and case number. The objection statement should also state whether the Class Member plans to attend the Final Fairness Hearing. Failure to adhere to the requirements of this paragraph will not prevent Class Members from appearing at the Final Fairness Hearing and compliance with this provision is not required for an objection to be valid.

~~73-70. Furthermore, anyAny~~ attorney hired by a Settlement Class Member (at the Class Member's expense) for the purpose of objecting to any term or aspect of this Agreement or for purpose of intervening in this Action is required to provide a notice of appearance to the ~~ClassSettlement~~ Administrator (who shall forward it to Class Counsel and Defendant's counsel) and to file the notice of appearance with the Court. These provisions, included in Paragraphs 69-~~7374~~ of this Settlement Agreement are included to prevent improper obstructions to Class Members relief from the benefits of this Settlement.

~~71. Members of the Class may elect to opt out of the Settlement by the Opt-Out and Objection Deadline, which is no later than sixty (60) days after the Notice Date. Settlement Class Members opting out of the Settlement relinquish their rights to the benefits hereunder. Members of the Class who opt out of the Settlement will not release their claims pursuant to this Settlement Agreement.~~ Putative Class Members wishing to opt out of the Settlement ~~must~~should send to the Settlement Administrator a personally signed letter, including: (a) their full name; (b) current address; (c) a clear statement communicating that they elect to be "excluded" from the Settlement; ~~or "opt-out" of the Settlement and the basis for the exclusion or "opt-out";~~ (d) their personal signature (not that of their counsel) in ink; and (e) the case name and case number.

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~~74.72.~~ Any request for exclusion or ~~"opt-out-must"~~ should be postmarked on or before the Opt-Out and Objection Deadline. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Members of the Class who fail to submit a valid and timely request for exclusion on or before the date specified in the Court's Preliminary Approval Order shall be bound by all terms of this Settlement Agreement and the Final Order and Final Judgment, regardless of whether they have requested exclusion from the Settlement. ~~Any member of the Settlement Class who chooses to be excluded and who provides the requested information will not be bound by any judgment entered in connection with this Settlement. A list of persons who timely requested exclusion shall accompany Plaintiffs' motion for final approval of the Settlement.~~

73. Any member of the Settlement Class who chooses to be excluded and who provides the requested information will not be bound by any judgment entered in connection with this Settlement. A list of persons who timely requested exclusion shall accompany Plaintiffs' motion for final approval of the Settlement.

~~75.74.~~ Any Member of the Class who submits a timely request for exclusion or opt out may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement. Settlement Class Members opting out of the Settlement relinquish their rights to the benefits hereunder. Members of the Class who opt out of the Settlement will not release their claims pursuant to this Settlement Agreement.

~~76.75.~~ Notwithstanding any other provision of this Settlement Agreement, if more than five percent of the Members of the Class opt out of the Settlement, Defendant, in its sole discretion, may rescind and revoke the entire Settlement and this Settlement Agreement, thereby rendering the Settlement null and void in its entirety, by sending written notice that Defendant revokes the settlement pursuant to this paragraph to Class Counsel. This unilateral right to withdraw must be exercised within ten (10) days of Defendants' receipt of notification that the number of individuals validly requesting exclusion exceeds the maximum threshold. If Defendant rescinds the Settlement pursuant to this paragraph, it shall have no further obligations to make payments or distributions of any kind pursuant to this Settlement Agreement.

IX. SCOPE AND EFFECT OF CONDITIONAL CERTIFICATION OF THE CLASS SOLELY FOR PURPOSES OF SETTLEMENT

~~77.76.~~ For purposes of settlement only, the Parties agree to seek provisional certification of the Class. The Parties further agree that the Court should make preliminary findings and enter the Preliminary Approval Order (substantially in the form attached at Exhibit "E") granting provisional certification of the Class subject to final findings and ratification in the Final Order and Final Judgment and appointing the representative Plaintiffs as the representatives of the Class and Class Counsel as counsel for the Class.

~~78.77.~~ Defendant does not consent to certification of the Class for any purpose other than to effectuate the Settlement of the Actions. Defendant's agreement to conditional certification does not constitute an admission of wrongdoing, fault, liability, or damage of any kind to Plaintiffs or any of the putative Class Members.

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~~79-78.~~ If this Settlement Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or not consummated for any reason, or the Effective Date does not occur for any reason, the order certifying the Class for purposes of effectuating this Settlement Agreement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Actions shall proceed as though the Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Actions shall return to the procedural status quo as of the date of the Term Sheet in accordance with this paragraph. Class Counsel shall not refer to or invoke the vacated findings and/or order relating to class settlement in the event this Settlement Agreement is not consummated and the case is later litigated and contested by Defendant.

X. MODIFICATION OR TERMINATION OF THE SETTLEMENT

~~80-79.~~ The terms and provisions of this Settlement Agreement may be amended, modified, or expanded only by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Final Order and Final Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court only if such changes are consistent with the Court's Final Order and Final Judgment and do not materially alter, reduce or limit the rights of Class Members under this Settlement Agreement.

~~81-80.~~ In the event the terms or conditions of this Settlement Agreement are materially modified by any court, either party in its sole discretion, to be exercised within fourteen (14) days after such a material modification, may declare this Settlement Agreement null and void. For purposes of this paragraph, material modifications include but are not limited to any modifications to the definitions of the Class, Class Members, or Released Claims, changes to the notice plan described herein or any Exhibit hereto, and/or any modifications to the terms of the settlement consideration described throughout this Settlement Agreement. In the event that a party exercises his/her/their/its option to withdraw from and terminate this Settlement Agreement, then the Settlement proposed herein shall become null and void and shall have no force or effect, the Parties shall not be bound by this Settlement Agreement, and the Parties will be returned to their respective positions existing immediately before the execution of the Term Sheet.

XI. SETTLEMENT NOT EVIDENCE AGAINST PARTIES

~~82-81.~~ The Parties expressly acknowledge and agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408, California Evidence Code section 1152, and any equivalent state law or rule. In no event shall this Settlement Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Actions, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Settlement Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements, or court proceedings shall be

construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, Defendant, the Released Parties, Plaintiffs, or the Class, or as a waiver by Defendant, the Released Parties, Plaintiffs, or the Class of any applicable privileges, claims or defenses.

~~83-82.~~ The provisions contained in this Settlement Agreement are not and shall not be deemed a presumption, concession, or admission by Defendant of any default, liability or wrongdoing as to any facts or claims alleged or asserted in the Actions, or in any actions or proceedings, nor shall they be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Actions, or in any other action or proceeding, whether civil, criminal, or administrative. Defendant expressly denies the allegations in the Actions. Defendant does not admit that it or any of the Released Parties has engaged in any wrongful activity or that any person has sustained any damage by reason of any of the facts complained of in the Action. Defendant does not consent to certification of the Class for any purpose other than to effectuate the Settlement of the Actions.

XII. BEST EFFORTS

~~84-83.~~ The Parties (including their counsel, successors, and assigns) agree to cooperate fully and in good faith with one another and to use their best efforts to effectuate the Settlement, including without limitation, providing any information to Counsel to the Parties or the Settlement Administrator reasonably necessary to ensure compliance with and implementation of the Settlement and the terms of this Settlement Agreement, carrying out the terms of this Settlement Agreement, and promptly agreeing upon and executing all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement. In the event the Court fails to approve the Settlement or fails to issue the Final Order and Final Judgment, the Parties agree to use all reasonable efforts, consistent with this Settlement Agreement to cure any defect identified by the Court.

~~85-84.~~ Each Party will cooperate with the other Party in connection with effectuating the Settlement and the administration of claims thereunder. Any requests for cooperation shall be narrowly tailored and reasonably necessary for the requesting Party to recommend the Settlement to the Court, and to carry out its terms.

XIII. MISCELLANEOUS PROVISIONS

~~86-85.~~ The Parties agree that the recitals are contractual in nature and form a material part of this Settlement Agreement.

~~87-86.~~ This Settlement Agreement and its accompanying Exhibits set forth the entire understanding of the Parties. No change or termination of this Settlement Agreement shall be effective unless in writing and signed by Class Counsel and Defense Counsel. No extrinsic evidence or parol evidence shall be used to interpret this Settlement Agreement.

~~88-87.~~ Any and all previous agreements and understandings between or among the Parties regarding the subject matter of this Settlement Agreement, whether written or oral, are superseded

and hereby revoked by this Settlement Agreement. The Parties expressly agree that the terms and conditions of this Settlement Agreement will control over any other written or oral agreements.

~~89.88.~~ All of the Parties warrant and represent that they are agreeing to the terms of this Settlement Agreement based upon the legal advice of their respective attorneys, that they have been afforded the opportunity to discuss the contents of this Settlement Agreement with their attorneys and that the terms and conditions of this document are fully understood and voluntarily accepted.

~~90.89.~~ The waiver by any Party of a breach of any term of this Settlement Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. The failure of a Party to insist upon strict adherence to any provision of this Settlement Agreement shall not constitute a waiver or thereafter deprive such Party of the right to insist upon strict adherence.

~~91.90.~~ The headings in this Settlement Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this document.

~~92.91.~~ Unless otherwise noted, all references to “days” in this Settlement Agreement shall be to calendar days. In the event any date or deadline set forth in this Settlement Agreement falls on a weekend or federal legal holiday, such date shall be on the first business day thereafter.

~~93.92.~~ This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The date of execution shall be the latest date on which any Party signs this Settlement Agreement.

~~94.93.~~ This Settlement Agreement has been negotiated among and drafted by Class Counsel and Defense Counsel. Plaintiffs, Class Members, and Defendant shall not be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter or otherwise resort to the contra proferentem canon of construction. Accordingly, this Settlement Agreement should not be construed in favor of or against one Party as to the drafter, and the Parties agree that the provisions of California Civil Code § 1654 and common law principles of construing ambiguities against the drafter shall have no application. All Parties agree that counsel for the Parties drafted this Settlement Agreement during extensive arms’ length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.

~~95.94.~~ Defendant represents and warrants that the individual(s) executing this Settlement Agreement are authorized to enter into this Settlement Agreement on behalf of Defendant.

~~96.95.~~ Any disagreement and/or action to enforce this Settlement Agreement shall be commenced and maintained only in the Court in which the *Cliburn* Action is pending.

~~97.96.~~ Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Legal Holidays) express delivery service as follows:

Upon Class Counsel to:

BRIAN C. GUDMUNDSON
brian.gudmundson@zimmreed.com
ZIMMERMAN REED LLP
1100 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402
Telephone: (612) 341-0400

Christopher D. Jennings
JENNINGS & EARLEY, PLLC
~~P.O. Box 25972~~
~~500 President Clinton Avenue, Suite 110~~
Little Rock, AR ~~72221-72201~~
Telephone: (501) 247-6267
chris@jenningspllefirm.com

~~David S. Almeida~~
~~John R. Parker, Jr.~~
ALMEIDA LAW GROUP LLC
~~849 W. Webster~~~~3550 Watt Avenue, Suite 140~~
Chicago, Illinois ~~60614~~
~~t: 312-576-3024~~
~~dauid~~~~Sacramento, California 95821~~
~~Telephone: (916) 616-2936~~
~~jr~~~~parker@almeidlawgroup.com~~

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Upon Defendant's Counsel:

~~Kevin D. Rising~~
Garrett S. Llewellyn
BARNES & THORNBURG LLP
2029 Century Park East, Suite 300
Los Angeles, California 90067
~~Tel~~~~Telephone: (310) 284-3880~~
kevin.rising@btlaw.com
~~garrett.llewellyn@btlaw.com~~

Formatted: Swedish (Sweden)

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Formatted: Finnish

Joshua D. Rievman
jrievman@drmlaw.com
DUNNING RIEVMAN &
MACDONALD LLP
1350 Broadway, Suite 2220

New York, New York 10018
Telephone: (646) 435-0027

~~98.97.~~ The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

~~99.98.~~ This Settlement Agreement may be signed with an electronic signature and in counterparts, each of which shall constitute a duplicate original.

~~100.99.~~ The Parties believe that this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions, and they have arrived at this Settlement through arms'-length negotiations, taking into account all relevant factors, present and potential.

IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and intending to be legally bound hereby, have duly executed this Settlement Agreement as of the date set forth below.

PLAINTIFFS

Khuschbu Didwania

Dated: _____

Pratikkumar Patel

Dated: _____

Benjamin Adams

Dated: _____

Mandy Cliburn

Dated: _____

Matthew Cliburn

Dated: _____

Randi Gurka

Dated: _____

▲ _____
Dana Swoyer

Dated: _____

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Lori Cimonetti

Dated: _____

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DEFENDANT

One Source to Market, LLC d/b/a
Hexclad Cookware, Inc.

Dated: _____

PLAINTIFFS' COUNSEL

Zimmerman Reed LLP

Dated: _____

Jennings & Earley, PLLC

Dated: _____

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Almeida Law Group LLC

Dated: _____

DEFENDANT'S COUNSEL

Barnes & Thornburg LLP

Dated: _____

Dunning Rievman &
Macdonald LLP

Dated: _____

EXHIBIT B

ZIMMERMAN | REED

Minneapolis
1100 IDS Center
80 South 8th Street
Minneapolis, MN 55402

Los Angeles
6420 Wilshire Blvd.
Suite 1080
Los Angeles, CA 90048

Phoenix
14648 N. Scottsdale Rd.
Suite 130
Scottsdale, AZ 85254

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Firm Practice And Achievements

Zimmerman Reed is a nationally recognized leader in complex litigation and has been appointed as lead counsel in some of the largest and most complex cases in federal and state courts across the country. The firm was founded in 1983 and has successfully represented hundreds of thousands of consumers and injured individuals nationwide in significant and demanding cases. The firm's practice includes a wide range of legal issues and complex cases involving consumer fraud, ERISA, shareholder actions, environmental torts, pharmaceutical drugs, dangerous or defective products, human rights violations, and privacy litigation. Since 2010, Zimmerman Reed has earned a "Best Law Firm" ranking released by U.S. News & World Report.

The following are just a few of the firm's notable achievements:

- Co-Lead Counsel in the *Baycol Products Liability Litig.* (D. Minn.), seeking recovery for serious injuries from the use of Bayer's statin, Baycol. Achieved \$1.15 billion settlement.
- Lead Counsel Committee member in the *Stryker Rejuvenate & ABG II Hip Implant Products Liability Litig.* (D. Minn.), seeking compensation for recalled Stryker hip replacements. Achieved in excess of \$1.4 billion settlement.
- Represented the State of Minnesota in a three-week jury trial against tobacco companies, Juul and Altria, for their role in contributing to the youth vaping epidemic. Achieved a \$60.5 million settlement the day before closing arguments.
- Co-Lead Counsel in the *Guidant Corp. Implantable Defibrillators Products Liability Litig.* (D. Minn.), arising out of malfunctions in cardiac defibrillators implanted in patients. Achieved \$230 million settlement.
- Class and Derivative Counsel in the *Regions Morgan Keegan Securities, Derivative and ERISA Litig., Landers v. Morgan Asset Mgmt.* (W.D. Tenn.), alleging violations of federal securities laws and breach of fiduciary duty due to the collapse of Regions Morgan Keegan open-end funds. Achieved \$125 million settlement.
- Class Counsel in *Soo Line R.R. Co. Derailment of Jan. 18, 2002 in Minot, N.D.* (Hennepin Cty. Dist. Ct.), representing hundreds of individuals injured by the release of anhydrous ammonia. Obtained a \$1.2 million jury verdict. Achieved a \$7 million class settlement and assisted congressional leaders in drafting and passing amendments to the Federal Railroad Safety Act, clarifying the scope of railroad preemption law.
- Lead Counsel for the State of Mississippi in *Mississippi ex rel. Hood v. AU Optronics*, 571 U.S. 161 (2014), resulting in a unanimous U.S. Supreme Court decision reversing a Fifth Circuit decision, resolving a circuit split, and establishing binding law across the country that a State's enforcement action is not removable to federal court as a mass action.
- Co-Lead Counsel in *Medtronic Implantable Defibrillators Products Liability Litig.* (D. Minn.), seeking recovery for more than 2,682 patients with recalled Medtronic heart defibrillators. Achieved a \$95.6 million settlement.

- Class Counsel in *City of Farmington Hills Employees Retirement System v. Wells Fargo Bank, N.A.* (D. Minn.), to recover losses caused by the bank's mismanagement of its securities lending program. Achieved a \$62.5 million settlement, two days before trial.
- Lead Counsel in *Dryer v. National Football League* (D. Minn.), arising out of the unauthorized use of retired NFL players' identities to generate revenue. Achieved a \$50 million settlement and created a ground-breaking program which allowed retired players the opportunity to benefit from the League's use of their images and allowed the League an opportunity to build its marketing using film clips of these former players.
- Lead Counsel in *Target Corporation Customer Data Security Breach Litig.* (D. Minn.), to recover financial institutions' losses from the company's massive 2013 data breach. Achieved a \$39 million settlement.
- Class Counsel in *The Shane Group Inc. v. Blue Cross Blue Shield of Michigan* (E.D. Mich.), against insurance carrier for violations of antitrust laws from contractually requiring hospitals to charge higher prices to competitors. Achieved a \$30 million settlement (pending final approval).
- Lead Counsel in *Zicam Remedy Marketing, Sales Practices & Products Liability Litig.* (D. Ariz.), seeking to recover for customers' loss of the sense of smell from using Zicam Cold Remedy Nasal Gel. Achieved \$27 million settlement.
- Counsel for third-party payor in *In re Metoprolol Succinate End-Payor Antitrust Litig.* (D. Del.), alleging that the manufacturing and marketing of the heart drug, Toprol-XL, violated antitrust and deceptive trade practices laws. Achieved \$20 million settlement.
- Class Counsel in *Weincke v. Metropolitan Airports Commission* (Hennepin Cty. Dist. Ct.), regarding excessive noise levels from the Minneapolis-St. Paul International Airport. Achieved settlement to provide noise mitigation to more than 9,500 homeowners.
- Class Counsel in *Ross et al v. Hewlett Packard Enterprise Company* (California State Court, Santa Clara), in which more than \$8 million was recovered on behalf of women claiming pay discrimination by a major technology company.



Acknowledgment Of The Firm's Work

Federal and state judges as well as legal scholars have consistently recognized the quality and impact of the firm's work on numerous occasions. Below are just a few examples.

“

To summarize: class counsel recovered over ten times what is recovered in the typical case of this kind despite risks and complexities much more formidable than the typical case.”

Brian Fitzpatrick, Law Professor at Vanderbilt University and former clerk to Justice Scalia, expert in *In re Region Morgan Keegan Securities, Derivative and ERISA Litig.*, *Landers v. Morgan Asset Mgmt.* (W.D. Tenn.)

“

[S]uperior work the court observed from the firm throughout this litigation.”

Judge Donovan Frank, *In re Guidant Corp. Implantable Defibrillators Products Liability Litig.* (D. Minn.)

“

I think no one can question your leadership in this matter. Again, thank you, and I say again it was the best decision I have ever made.”

Judge Michael Davis (former Chief Judge), *In re Baycol Products Liability Litig.* (D. Minn.)

“

The parties were represented by highly skilled and experienced counsel, who were extremely knowledgeable and clearly had spent a considerable amount of time developing the law and facts in this complex litigation.”

Judge Layn Phillips (ret.), mediator in *In re Region Morgan Keegan Securities, Derivative and ERISA Litig.*, *Landers v. Morgan Asset Mgmt.* (W.D. Tenn.)

“

Fortunately for the absent class members, experienced counsel ... negotiated a settlement that is truly one-of-a-kind, and a remarkable victory for the class as a whole.”

Judge Paul Magnuson, *Dryer v. National Football League* (D. Minn.)

“

It is “clear of the dedication, devotion, professionalism, and in the court's view efficiency of these firms, so there is no question in the court's mind of the quality of the representation.”

Judge Deborah Batts, *In Re American Express Financial Advisors Securities Litig.* (S.D.N.Y.)

Representative Leadership Positions

39 Executive Committee, Steering Committee, or Sub-Committees

18 Lead or Liaison Counsel | **46** Class or Lead Counsel

Appointed Lead or Liaison Counsel in the following MDLs:

CenturyLink Residential Customer Billing Disputes Litig., MDL 2795

National Hockey League Players' Concussion Injury Litig., MDL 2551

Target Corporation Customer Data Security Breach Litig., MDL No. 2522

Stryker Rejuvenate and ABG II Hip Implant Products Liability Litig., MDL 2441

National Arbitration Forum Trade Practices Litig., MDL 2122

Zicam Cold Remedy Marketing, Sales Practices, and Products Liability Litig., MDL 2096

Northstar Education Finance, Inc. Contract Litig., MDL 1990

Zurn Pex Plumbing Products Liability Litig., MDL 1958

Levaquin Products Liability Litig., MDL 1943

Medtronic, Inc. Sprint Fidelis Leads Products Liability Litig., MDL 1905

Medtronic Implantable Defibrillators Products Liability Litig., MDL 1726

Viagra Products Liability Litig., MDL 1724

Guidant Corp. Implantable Defibrillators Products Liability Litig., MDL 1708

Pacquiao-Mayweather Boxing Match Pay-Per-View Litig., MDL 2639

Medco Health Solutions, Inc., Pharmacy Benefits Management Litig., MDL 1508

Baycol Products Liability Litig., MDL 1431

St. Jude Medical, Inc. Silzone Heart Valves Products Liability Litig., MDL 1396

Mortgage Escrow Deposit Litig., MDL 899

Appointed to the Executive Committee, Steering Committee, or Sub-Committees in the following MDLs:

Apple Inc. Device Performance Litig., MDL 2827

Dicamba Herbicides Litig., MDL 2820

Equifax, Inc. Customer Data Security Breach Litig., MDL 2800

Fieldturf Artificial Turf Marketing Practices Litig., MDL 2779

Stryker Orthopaedics LFIT V40 Femoral Head Products Liability Litig., MDL 2768

Abilify Products Liability Litig., MDL 2734

Vizio, Inc. Consumer Privacy Litig., MDL 2693

Viagra and Cialis Products Liability Litig., MDL 2691

The Home Depot, Inc., Customer Data Security Breach Litig., MDL 2583

LifeTime Fitness, Inc., Telephone Consumer Protection Act (TCPA) Litig., MDL 2564

National Collegiate Athletic Association Student-Athlete Concussion Litig., MDL 2492

H&R Block IRS Form 8863 Litig., MDL 2474

Biomet M2A Magnum Hip Implant Products Liability Litig., MDL 2391

National Football League Players' Concussion Injury Litig., MDL 2323

Building Materials Corp. of America Asphalt Roofing Shingle Products Litig., MDL 2283

Zimmer NexGen Knee Implant Products Liability Litig., MDL 2272

Uponor, Inc., F1807 Plumbing Fittings Products Liability Litig., MDL 2247

DePuy Orthopaedics, Inc., ASR Hip Implant Products Liability Litig., MDL 2197

Apple iPhone "MMS" Sales Practices Litig., MDL 2116

Digitek Products Liability Litig., MDL 1968

Fedex Ground Package System, Inc., Employment Practices Litig., MDL 1700

Bextra and Celebrex Marketing Sales Practices and Product Liability Litig., MDL 1699

Celebrex and Bextra Products Liability Litig., MDL 1694

Vioxx Products Liability Litig., MDL 1657

Neurontin "Off-Label" Marketing Litig., MDL 1629

Zyprexa Products Liability Litig., MDL 1596

Welding Rods Products Liability Litig., MDL 1535

Meridia Products Liability Litig., MDL 1481

Serzone Products Liability Litig., MDL 1477

Sulzer Inter-Op Orthopedic Hip Implant Litig., MDL 1401

Propulsid Products Liability Litig., MDL 1355

Rezulin Products Liability Litig., MDL 1348

Diet Drugs Products Liability Litig., MDL 1203

Telectronics Pacing Systems, Inc. Accufix Atrial "J" Lead Products Liability Litig., MDL 1057

Orthopedic Bone Screw Products Liability Litig., MDL 1014

Silicone Gel Breast Implant Products Liability Litig., MDL 926

T-Mobile Customer Data Sec. Breach Litig., MDL 3019

Fortra File Transfer Software Data Security Breach Litig., MDL 3090

MOVEit Customer Data Security Breach Litig., MDL 3083

Served as Class or Lead Counsel in the following cases:

Adams v. DPC Enterprises, LP (Jefferson Cty. Cir. Ct., Mo.)

Adedipe v. U.S. Bank, N.A. (D. Minn.)

AI Plus, Inc. and IOC Distrib., Inc. v. Petters Group Worldwide (D. Minn.)

Arby's Restaurant Group, Inc., Data Security Litig. (N.D. Ga.)

Castano Tobacco Litig. (E.D. La.)

City of Farmington Hills Emps. Ret. Sys. v. Wells Fargo Bank, N.A. (D. Minn.)

City of Tallahassee Pension Plan v. Insight Enterprises, Inc. (Maricopa Cty. Super. Ct., Ariz.)

Cooksey v. Hawkins Chemical Co. (Henn. Cty. Dist. Ct., Minn.)

Coyle v. Flowers Food and Holsum Bakery (D. Ariz.)

Cuff v. Brenntag North America, Inc. (N.D. Ga.)

Daud v. Gold'n Plump Poultry, Inc. (D. Minn.)

DeKeyser v. ThyssenKrupp Waupaca, Inc. (E.D. Wis.)

Dockers Roundtrip Airfare Promotion Sales Practices Litig. (C.D. Cal.)

Doe v. Cin-Lan, Inc. (E.D. Mich.)

DeGrise v. Ensign Group, Inc. (Sonoma Cty. Super. Ct., Cal.)

Dryer v. National Football League (D. Minn.)

Ebert v. General Mills, Inc. (D. Minn.)

First Choice Fed. Credit Union v. The Wendy's Co. (W.D. Pa.)

Frank v. Gold'n Plump Poultry, Inc. (D. Minn.)

Garner v. Butterball, LLC (E.D. Ark.)

GLS Companies v. Minnesota Timberwolves

Basketball LP (Henn. Cty. Dist. Ct., Minn.)

Haritos v. American Express Financial Advisors (D. Ariz.)

Helmert v. Butterball, LLC (E.D. Ark.)

Kurvers v. National Computer Systems, Inc. (Henn. Cty. Dist. Ct., Minn.)

Martin v. BioLab, Inc. (N.D. Ga.)

McGruder v. DPC Enterprises, LP (Maricopa Cty. Super. Ct., Ariz.)

Mehl v. Canadian Pacific Railway (D.N.D.)

Milner v. Farmers Insurance Exchange (D. Minn.)

Nuff v. Alvaria, Inc. (D. Mass.)

Oakbend Medical Center Data Breach Litig. (S.D. Tex.)

Patlan, et al. v. BMW of North America, LLC (D.N.J.)

Ponce v. Pima County (Maricopa Cty. Super. Ct., Ariz.)

Price, et al. v. Carnival Corporation, (S.D. Cal.)

Regions Morgan Keegan [Landers v. Morgan Asset Mgmt.] (W.D. Tenn.)

Russo v. NCS Pearson, Inc. (D. Minn.)

Sanders v. Norfolk Southern Corporation (D.S.C.)

Scott v. American Tobacco Co. (Civ. Dist. Ct. Parish of New Orleans, La.)

Soo Line R.R. Co. Derailment of Jan. 18, 2002 in Minot, N.D. (Henn. Cty. Dist. Ct., Minn.)

Soular v. Northern Tier Energy, LP (D. Minn.)

State of Minnesota v. JUUL Labs, Inc. (Henn. Cty. Dist. Ct., Minn.)

State of Mississippi v. AU Optronics Corp. (Rankin Cty. Ch. Ct., Miss.)

State of New Mexico v. Visa, Inc. (Santa Fe Cty., N.M.)

Trauth v. Spearmint Rhino Companies Worldwide, Inc. (C.D. Cal.)

Weincke v. Metropolitan Airports Commission (Henn. Cty. Dist. Ct., Minn.)

Whelan, et al. v. Webster Financial Corporation (D. Conn.)

Zicam Product Liability Cases (Maricopa Cty. Super. Ct., Ariz.)



Brian C. Gudmundson

Partner

PROFESSIONAL PROFILE

Brian Gudmundson is Co-Chair of the firm's Consumer, Data Privacy, and Sports Litigation. Brian has successfully represented individuals, businesses, and public and private institutional clients in complex data breach and consumer fraud litigation nationwide. Courts and colleagues have recognized Brian's extensive legal knowledge and skill which has led to his appointment to serve in leadership

roles in several high-profile cases and class actions. He is also representing retired NFL and NHL players in claims arising from concussive head injuries suffered while professional players. Brian currently serves on the Steering Committee and Faculty of the Class Action Roundtable.

EDUCATION

University of Minnesota Law School
Juris Doctor, Cum Laude

- Faculty Research Assistant
- Member of National Moot Court
- Member of Dean's List
- Received Minnesota Justice Founder's Public Service Award

University of Minnesota
B.A., Psychology

PRACTICE AREAS

Data Privacy
Consumer Fraud
Sports Law

ADMISSIONS

Minnesota

RECOGNITION

Best Lawyers in America:
Consumer Protection Law: 2023-2025
Super Lawyers Honoree 2017-2024
Rising Star Honoree 2010-2016

OFFICE

Minneapolis | 612.341.0400
Brian.Gudmundson@zimmreed.com

REPRESENTATIVE EXPERIENCE

Co-Lead counsel for consumers in the consolidated action *Patlan, et al. v. BMW of North America, LLC*, 18-cv-09546 (D.N.J.), alleging damages from fire and risk of fire caused by defective, recalled BMW vehicles.

Plaintiffs' Steering Committee member for the Financial Institution Track (MDL 2879).

Co-Lead counsel in nationwide action challenging CenturyLink, Inc.'s alleged systematic and deceptive sales and overbilling practices (MDL 2795).

Co-Lead counsel in GLS Companies, et al. v. Minnesota Timberwolves Basketball LP, challenging the paperless ticketing system and restrictions on transfer of game tickets on behalf of ticketholders (in arbitration).

Plaintiffs' Executive Committee member asserting claims on behalf of dentists against 3M for alleged sale of defective dental crown materials (*Vikram Bhatia, D.D.S. v. 3M Co.*, 16-cv-01304 (D. Minn.)).

Co-Lead counsel representing retired NHL players who suffered concussive head injuries while professional players (MDL 2551).

Co-Lead counsel for retired NFL players in a class action against the League for the unauthorized use of former players' identities to generate revenue (*Dryer v. National Football League*, 09-cv-02182 (D. Minn.)). Achieved a \$50 million settlement.

Co-Lead counsel of the patient track in *In re: Change Healthcare, Inc. Customer Data Breach Security Breach Litigation* (MDL No. 3108)

Co-Chair of the Settlement Committee in *In re: MOVEit Customer Data Security Breach Litigation* (MDL 3083)

Co-Lead counsel of the Fortra defendant track in *In re: Fortra File Transfer Software Data Security Breach Litigation* (MDL 3090)



Jennings & Earley PLLC is a nationally focused class action, mass tort, and personal injury law firm. The firm's mission centers on providing high-value legal services and access to justice to those injured or otherwise harmed. Founded with the express intention of improving on the traditional law firm model, Jennings & Earley PLLC prides itself on being on the cutting edge of the legal profession and working tirelessly to obtain justice for its clients in federal and state courts throughout the country. The firm's attorneys have been locally and nationally recognized for their abilities by their peers and enjoy membership in such prestigious organizations as the American Board of Trial Advocates and the National Trial Lawyers.

Jennings & Earley PLLC Class Action Attorneys

Christopher D. Jennings



Christopher D. Jennings is a co-founder of Jennings & Earley PLLC and serves as the managing partner for the firm. His practice concentrates on complex litigation and representing consumers and businesses in individual and class action antitrust, consumer protection, derivative, products liability, and state and federal securities cases. Mr. Jennings has prosecuted numerous individual, mass tort, and class cases in state and federal courts throughout the nation.

In the Antitrust arena, Mr. Jennings has assisted in the prosecution of several cases: *In re TFT-LCD (Flat Panel) Antitrust Litigation*, MDL 1827 (N.D. Cal.) (indirect purchaser settlements totaling \$1.1 billion); *In re SRAM (Static Random Access Memory) Antitrust Litigation*, MDL 1819 (N.D. Cal.) (indirect purchaser settlements totaling \$41.3 million); *In re Transpacific Passenger Air Transportation Antitrust Litigation*, MDL 1913 (N.D. Cal.) (indirect purchaser settlements totaling \$147 million to date); *In re Flat Glass Antitrust Litigation (II)*, MDL 1942 (W.D. Pa.) (direct purchaser settlements totaling \$22 million); *In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation*, Case No. 3:18-cv-00850 (E.D. Va.) (indirect purchaser settlement of \$19 million); *In re Packaged Ice Antitrust Litigation*, MDL 1952 (E.D. Mich.) (direct purchaser settlements totaling \$26.5 million); and *Rigo v. Kason Industries, et al.*, Case No. 3:11-CV-00064-MMA (S.D. Ca.) (co-lead counsel in indirect purchaser settlement of \$720,000). Mr. Jennings and the firm are currently assisting in the prosecution of *In re CRT (Cathode Ray Tube) Antitrust Litigation*, MDL 1917 (N.D. Cal.)



(indirect purchaser settlements totaling over \$576 million to date) and *In re: Hard Disk Drive Suspension Assemblies Antitrust Litigation*, Case No. 3:19-md-2918-MMC (N.D. Cal.).

In the Consumer arena, Mr. Jennings has taken an active role in leading and assisting the prosecution of several class action cases involving the telecommunications, agricultural, banking, and healthcare industries. These cases have primarily focused on general consumer protection, data breach, and products liability causes of action.

For example, two telecommunications class cases Mr. Jennings has litigated resulted in settlements where approximately \$61 million in total relief was made available to class members. Of these, Mr. Jennings served as lead counsel in a case involving wireless cramming charges resulting in settlement of approximately \$17.1 million in available relief. *Tyler v. Alltel Corp., et al.*, Case No. 4:07-CV-00019-JLH (E.D. Ark.). Mr. Jennings has also successfully litigated class issues on appeal having obtained favorable decisions affirming orders granting class certification and reversing orders denying class certification involving telecommunications carriers. See, e.g., *Rosenow v. Alltel Corp.*, 358 S.W.3d 879, 2010 Ark. 26 (2010); *DIRECTV, Inc. v. Murray*, 423 S.W.3d 555, 2012 Ark. 366 (2012).

Mr. Jennings has also assisted the prosecution of agricultural products cases including *In re Tyson Foods Consumer Litigation*, MDL 1982 (D. Md.) (settlement totaling \$5 million); *In re Genetically Modified Rice Litigation*, MDL 1811 (E.D. Mo.) (\$750 million global settlement); and *In re Syngenta AG MIR 162 Corn Litigation*, MDL 2591 (D. Kan.) (\$1.5 billion global settlement). In the *Genetically Modified Rice litigation* his team successfully opposed German holding company Bayer AG's jurisdictional challenges. *In re Genetically Modified Rice Litigation*, 576 F.Supp.2d 1063 (E.D. Mo. 2008).

Mr. Jennings currently serves as co-lead or class counsel in a number of bank cases involving improper overdraft and NSF fees pending in state and federal courts throughout the nation. Representative matters include: *Armstrong v. Fidelity Bank*, Case No. 18CV-21-643 (Crittenden County Circuit Court, Arkansas); *Hembree v. The National Bank of Malvern*, Case No. 30CV-22-15 (Hot Spring County Circuit Court, Arkansas); *Rochelle v. Relyance Bank*, Case No. 35CV-22-217 (Jefferson County Circuit Court, Arkansas); *Chambers v. Anheuser-Busch Employee d/b/a American Eagle Credit Union*, Case No. 3:19-cv-00842-SMY-RJD (S.D. Ill.) (\$525,000 settlement); *Louden, et al. v. Arvest Bank*, Case No. 60CV-19-5520 (Pulaski County Circuit Court, Arkansas) (\$4.73 million settlement); *Hinton v. Atlantic Union Bank*, Case No. 3:20-cv-651-JAG (E.D. Va.) (\$1.6 million settlement); *Cauley v. Citizens National Bank*, Case No. 20-cv-112 (Sevier County Circuit Court, Tennessee) (\$500,000 settlement); *Johnson, et al., v. Elements Financial Credit Union*, Case No. 49D01-2001-PL-004706 (Marion County Superior Court, Indiana) (\$775,000 settlement); *Smiley, et al. v. First National Bank*, Case No. 43CV-20-531 (Lonoke County Circuit Court, Arkansas) (\$4.25 million settlement); *Golden v. First State Community Bank*, Case No. 20IR-CC00015 (Iron County Circuit Court, Missouri) (\$510,000 settlement); *Boddy, et al. v. Fort Knox Federal Credit Union*, No. 19-CI-01281 (Hardin County Circuit Court, Kentucky) (\$4.5



million settlement); *Thornton v. German American Bancorp, Inc.*, Case No. 49D01-2007-PL-022667 (Marion County Superior Court, Indiana) (\$3.05 million settlement); *Hall v. MidWestOne Bank*, Case No. LACV082148 (Johnson County District Court, Iowa) (\$500,000 settlement); *Graves v. Old Hickory Credit Union*, Case No. 19-0475-II (Davidson County Chancery Court, Tennessee) (\$500,000 settlement); *Darty v. Scott Credit Union*, Case No. 19L0793 (St. Clair County Circuit Court, Illinois) (\$6.5 million settlement); *Walkingstick et al. v. Simmons Bank*, Case No. 6:19-cv-03184-RK (W.D. Mo.) (\$4 million settlement); *Hairston v. United Community Bank*, Case No. 20-L-1749 (Madison County Circuit Court, Illinois) (\$1.1 million settlement); *Stillgood Products, LLC, et al. v. Wesbanco Bank, Inc.*, Case No. 4:21-cv-18-SEB-DML (S.D. Ind.) (\$6.45 million settlement); and *Tisdale v. Wilson Bank & Trust*, Case No. 19-400-BC (Davidson County Chancery Court, Tennessee) (\$550,000 settlement).

Mr. Jennings currently serves as co-lead or class counsel in multiple data breach cases including: *Sherwood, et al. v. The Methodist Hospitals, Inc.*, Case No. 45D11-1911-PL-696 (Lake County Superior Court, Indiana); *Martinez, et al. v. Presbyterian Healthcare Services*, Case No. D-22-cv-2020-1578 (Bernalillo County District Court, New Mexico); *Slos v. Select Health Network, Inc.*, Case No. 71-D05-2002-PL-060 (St. Joseph County Superior Court, Indiana); *In re Banner Health Data Breach Litigation*, Case No. 2:16-cv-02696-PHX (D. Ariz.) (\$6 million settlement); *Gordon, et al. v. Chipotle Mexican Grill, Inc.*, Case No. 1:17-cv-1415-CMA (D. Col.) (settlement value of \$1.6 million in available relief); *Orr, et al. v. Intercontinental Hotel Groups, PLC, et al.*, Case No. 1:17-cv-01622-MLB (N.D. Ga.) (\$1.55 million settlement); *McKenzie, et al. v. AllConnect, Inc.*, Case No. 5:18-cv-00359-JMH (E.D. Ky.) (settlement value of \$1.6 million in available relief); *Marshall v. Conway Regional Medical Center, Inc. d/b/a Conway Regional Health System*, Case No. 23CV-20-771 (Faulkner County Circuit Court, Arkansas) (settlement of \$1.295 million in available relief).

Mr. Jennings has also taken an active role in leading and assisting the prosecution of several class action cases involving consumer products. Representative matters include: *Buford v. Smitty's Supply, Inc., et al.*, Case No. 1:19-cv-82-LPR (E.D. Ark.); *In re Intel Corp. CPU Marketing, Sales Practices and Products Liability Litigation*, Case No. 3:18-md-2828 (D. Or.); and *Albright, et al., v. Sherwin-Williams Company, et al.*, Case No. 1:17-cv-2513-SO (N.D. Ohio).

In the Mass Tort arena, Mr. Jennings has successfully pursued claims involving defective medical devices and pharmaceutical products. Representative litigations include: *In re Biomet M2A Magnum Hip Implant Products Liability Litigation*, MDL 2391 (N.D. Ind.); *In re DePuy Orthopaedics, Inc., ASR Hip Implant Products Liability Litigation*, MDL 2197 (N.D. Ohio); *In re Stryker Rejuvenate and ABG II Hip Implant Products Liability Litigation*, MDL 2441 (D. Minn.); *In re Invokana (canagliflozin) Products Liability Litigation*, MDL 2750 (D. N.J.); and *In re Xarelto Products Liability Litigation*, MDL 2592 (E.D. La.).

Mr. Jennings is a native of Little Rock, Arkansas. In 2001, Mr. Jennings obtained his Bachelor of Arts Degree in Political Science from the University of Arkansas with a minor in

History. In 2005, he earned a Masters in Public Administration (MPA) degree from the University of Arkansas with an emphasis on administrative law. In 2006, Mr. Jennings earned his Juris Doctorate from the William H. Bowen School of Law at the University of Arkansas in Little Rock.

Mr. Jennings is admitted to practice in all Arkansas state courts, the Eastern and Western Districts of Arkansas, the District of Colorado, the Northern District of New York, the Southern District of New York, the Western District of Michigan, the 1st Circuit Court of Appeals, and the 8th Circuit Court of Appeals. He has also been admitted to practice on an individual case-basis in numerous state and federal district courts throughout the country.

Mr. Jennings is a member of the American Associate of Justice, the National Trial Lawyers, the Arkansas Trial Lawyers Association, Public Justice, and the National Association of Securities and Consumer Attorneys (NASCAT). He is also a fellow of the Litigation Council of America and has been named a Mid-South *Super Lawyers* Rising Star in class action and mass tort litigation from 2012 to 2019. From 2020 to present, he has been named a Mid-South *Super Lawyer* in class action and mass tort litigation.

Tyler B. Ewigleben



Tyler B. Ewigleben has spent the entirety of his legal career as an advocate for consumer rights, representing Plaintiffs in state and federal courts across the country. While he has a broad depth of knowledge and experience, Tyler currently focuses the majority of his efforts on bank fee, junk fee, data breach, auto-renewal, illegal gaming, and deceptive marketing litigation.

Tyler is currently lead or co-lead counsel in hundreds of class action lawsuits against financial institutions across the country for the improper assessment of various fees. Through this work, he has played a critical role in obtaining tens of millions of dollars in settlements on behalf of consumers through his mastery of case initiation, managing complex discovery, and briefing complex legal issues. Tyler is also lead counsel in numerous cases involving complex data breach issues, deceptive marketing of various consumer products, and illegal gaming and gambling.

Mr. Ewigleben currently serves or has served as lead, co-lead, or support counsel in numerous class action cases. Some examples include:

Bank Fee Litigation: In re: Coleman-Curtis v. One Nevada Credit Union, No. A-22-859045-C (Nev. Dist. Ct.) (co-lead counsel): class settlement of \$2.75M; In re: US Realty Group LLC v. New York Community Bank, No. 2:23-cv-01609-KAM-SAL (E.D.N.Y.) (co-lead counsel): class settlement of \$842,500; In re: Mock v. Tompkins Community Bank, No. 3:22-cv-00995-BKS-ML (N.D.N.Y.) (co-lead counsel): class settlement of \$450,000; In re: Williams v. Vision Bank, No. CJ-2023-947 (Ok. Dist. Ct.) (lead counsel): class settlement of \$500,000; In re: McGillem et al. v. Midwest America Federal Credit Union, No. 02D02-2308-PL-359 (Ind. Sup. Ct.) (lead counsel): in active litigation; In re: Solomon et al. v. Air Academy Federal Credit Union, No. CC-06-2023-C-100 (WV Cir. Ct.) (co-lead counsel): in active litigation; In re: Knight et al. v. Heritage Family Federal Credit Union, (N.H. Super. Ct) (co-lead counsel): in active litigation; In re: Reckman et al. v. CBI Bank & Trust, D/B/A/ F&M Bank, No. 2022 LA 000034 (Ill. Cir. Ct.) (co-lead counsel): class settlement for 60 percent of damages; In re: Hughes v. Credit Human Federal Credit Union, No. 2021CI07090 (Tx. Dist. Ct.) (co-lead counsel) (in active litigation); In re: Fleischer v. Evans Bank, No. 1:23-cv-00952-JLS-JJM (W.D.N.Y.) (co-lead counsel): in active litigation; In re: Johnson et al. v. MembersAlliance Credit Union, No. 2022-LA-0000354 (Ill. Cir. Ct.) (co-lead counsel): in active litigation; In re: Perks v. TD Bank, N.A., No. 1:18-cv-11176-VEC (S.D.N.Y.) (support counsel): class settlement of \$40M; In re: Hinton v. Atlantic Union Bank, No. 3:20-cv-651-JAG (support counsel): class settlement of \$1.6M; In re: Thorton v. German Am. Bancorp, No. 49D01-2007-PL-022667 (Ind. Comm'l Ct.) (support counsel): class settlement of \$3M; In re: James v. Georgia United Credit Union, No. 19-A-09050-7 (Ga. Super Ct.) (support counsel): class settlement of \$4M; In re: Howell v. Eastman Credit Union, No. C42517 (Tenn. Cir. Ct.) (support counsel): class settlement of \$3.25M; In re: Yarski v. Knoxville TVA Employees Credit Union, No. 3-220-19 (Tenn. Cir. Ct) (support counsel: class settlement of \$1.1M; In Re: Hairston v. United Community Bank, No. 2020L 001749 (Ill. Cir. Ct.) (support counsel): class settlement \$1.1M; In re: Walker et al. v. American Heritage Bank, No. CJ-2021-212 (Ok. Dist. Ct) (support counsel): class settlement of \$1.35M; In re: Willard et al. v. Oregon Community Credit Union, No. 19CV53047 (Or. Cir. Ct.) (support counsel): class settlement of \$1.975M; In re: Bowen v. Commonwealth Credit Union, No. 19-CI-00416 (Ky. Cir. Ct) (support counsel): class settlement of \$2.4M; In re: Pace v. Landmark Bank, No. 20BA-CV00244 (Mo. Cir. Ct.) (support counsel): class settlement of \$2.75M; In re: Walkingstick et al. v. Simmons Bank, No. 6:19-cv-03184-RD (W.D. Mo.) (support counsel): class settlement valued at more than \$4M; In re: Lowe et al. v. NBT Bank, No. 3:19-CV-01400-MAD-ML (N.D.N.Y.) (support counsel): class settlement of \$5.7M; In re: Perkins v. Vantage Credit Union, No. 21SL-CC03736 (Mo. Cir. Ct.) (support counsel): class settlement of \$6.1M; In re: Darty v. Scott Credit Union, No. 19LO798 (Ill. Cir. Ct.) (support counsel): class settlement of \$5.6M.

Data Breach Litigation: *Smith et al. v. Apria Healthcare LLC*, No. 1:23-cv-01003-JPH-KMB (S.D. Ind.) (support counsel): in active litigation; *Smith et al. v. Loyola Medical Center*, No. 1:23-cv-15828 (N.D. Ill.) (support counsel): in active litigation; *Cabezas v. Mr. Cooper Group*, No. 3:23-cv-02454-N (N.D. Tex) (support counsel): in active litigation; *In re: Fortra File Transfer Software Data Breach Litigation*, No. 24-MD-03090-RAR (S.D. Fl.) (support counsel): in active litigation; *In re: Community Health Data Incident Litigation*, No. 40D01-2211-PL-041242 (In. Sup. Ct) (support counsel): in active litigation; *Sutton et al. v. Emanate Health, and Does 1-30, inclusive*, No.



23STCV29848 (Cal. Sup. Ct.) (support counsel): in active litigation; *Christensen et al. v. Medical Scanning Consultants, P.A. d/b/a Center for Diagnostic Imaging d/b/a Rayus Radiology et al.*, No. 0:23-cv-02272-JRT-DTS (Minn. Dist. Ct.) (support counsel): in active litigation; *In re: Fallon Ambulance Service Data Security Incident Litigation*, No. 1:24-cv-10097-JEK (U.S.D.C. Mass.) (support counsel): in active litigation.

Auto-Renewal Fee Litigation: *Fernandez et al. v. Favorite World, LLC*, No. 30-2023-01366132-CU-BC-CSC (Cal. Sup. Ct.) (co-lead counsel): in active litigation; *Barrientos v. Fitness Members Services, LLC*, No. 1:2023cv06329 (N.D. Ill.): in active litigation; *Foster et al. vo Smarty, LLC*, No. 3:24-cv-00113-BAS-BGS (S.D. Cal) (co-lead counsel): confidential individual settlement.

Gaming and Gambling Litigation: *Colvin et al. v. Roblox Corporation et al.*, No. 3:23-cv-04146-VC (N.D. Cal.) (co-lead counsel): in active litigation.

Deceptive Marketing Litigation: *Cliburn et al. v. One Source to Market, LLC d/b/a Hexclad Cookware*, No. 23STCV28390 (Cal. Sup. Ct.) (co-lead counsel): class settlement of \$2.5M; *Elseroad et al. v. Boston Foundry, Inc., d/b/a Made In Cookware*, No. 1:23-cv-01449-RP (W.D.T.) (co-lead counsel): in active litigation; *Boyd et al. v. Target Corp.*, No. 0:23-02668-KMM-DJF (Dist. Minn.) (co-lead counsel): in active litigation.

Mr. Ewigleben is a native of Indianapolis, Indiana. Mr. Ewigleben obtained his Bachelor of Science Degree in Public Affairs from Indiana University *with distinction* and earned his Juris Doctorate from the Indiana University Robert H. McKinney School of Law, graduating *cum laude*.

Mr. Ewigleben is admitted to practice in all Indiana state courts, the Northern and Southern Districts of Indiana, the 7th Circuit Court of Appeals, the Northern District of New York, the Western District of Michigan, and the Fourt Circuit Court of Appeals. He has also been admitted to practice on an individual case-basis in numerous state and federal district courts throughout the country. He is currently seeking admission to the DC and Arkansas bars.

Mr. Ewigleben is a member of the American Associate of Justice, Indiana Bar Association and the Indianapolis Bar Association and has been recognized as a Super Lawyer Rising Star in Class Action and Mass Tort Litigation since 2023.

Outside of the courtroom, you can find Tyler spending time with his wife Brenda and their children, Mila & Levitt, likely at the park down the street from their historic home in downtown Indianapolis or on a plane on the way to their next adventure.

Winston Hudson

Winston is a litigation attorney who has concentrated his practice area on consumer class action cases. Winston assists the Jennings & Earley PLLC litigation team on cases involving unfair and deceptive business practices, data breaches, bank fee cases, and other various types of class action cases. Prior to joining the Jennings & Earley PLLC, Winston attended the University of Alabama where he majored in finance with a concentration in investment management. Winston later attended the University of Mississippi School of Law, where he worked in the business law clinic assisting low-income entrepreneurs, as well as serving as a staff editor for the Mississippi Law Journal.

Mr. Hudson is a native of Hattiesburg, Mississippi. Mr. Hudson obtained his Bachelor of Science Degree from the University of Alabama in 2018. In 2021, Mr. Hudson earned his Juris Doctorate from the University of Mississippi School of Law, graduating *cum laude*.

Mr. Hudson is admitted to practice in all Mississippi and Florida state and federal courts. He has also been admitted to practice on an individual case-basis in numerous state and federal district courts throughout the country.

Mr. Hudson is a member of the American Associate of Justice, Florida Bar Association and the Florida Bar Young Lawyers Division.



The Almeida Law Group LLC is a class action litigation boutique committed to advocating for individuals, families and small businesses who have suffered because of corporate malfeasance. We are accomplished, experienced and credentialed class action practitioners, and we represent our clients in consumer protection, false labeling, unfair and deceptive practices cases as well as data privacy, technology and security matters including, but not limited to, data breaches, pixel tracking and claims under various consumer protection and privacy-related statutes such as the Electronic Communications Privacy Act (“ECPA”), the California Medical Information Act (“CMIA”), the Illinois Biometric Information and Privacy Act (“BIPA”), the Video Privacy Protection Act (“VPPA”) and the Telephone Consumer Protection Act (“TCPA”).

Our attorneys began their training at some of the most esteemed law schools in the country including Columbia, Cornell, Georgetown, Harvard and the University of Chicago. Excelling at each of these rigorous schools, our attorneys received top honors, contributed to prestigious law journals and completed numerous externships. Our attorneys have also completed highly selective public interest fellowships, federal clerkships in the Northern District of Illinois, Eastern District of Pennsylvania and the District of South Carolina as well as internships at the United States Attorney’s Offices in Atlanta and Baltimore.

With those foundations in place, our attorneys gained invaluable experience and honed their litigation skills by working at some of the very best law firms in the world including:

- Benesch, Friedlander, Coplan & Aronoff LLP
- Covington & Burling LLP
- Faegre Drinker Biddle & Reath LLP
- K&L Gates LLP
- Kilpatrick Townsend & Stockton LLP
- Kirkland and Ellis LLP
- Milbank Tweed Hadley & McCloy LLP

- Quinn Emanuel Urquhart & Sullivan LLP
- Sheppard Mullin Richter & Hampton LLP
- Steptoe & Johnson LLP

These decades of experience set us apart from many plaintiffs' firms; we are acutely aware of how companies will respond in our cases because we represented the exact same types of companies for years. Coupled with our educations and training, this insider knowledge equips us to strategically utilize our experience for our clients' benefit.

Our practice is truly national as we represent clients in class action litigation in federal and state courts throughout the country. Our attorneys are licensed to practice in Alabama, Arizona, California, Florida, Georgia, Illinois, New York, South Carolina and Wisconsin. In short, our Firm is composed of a dedicated team of legal professionals with the knowledge, experience and unwavering commitment to obtain the best possible legal results for our clients.

PIXEL TRACKING CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *John v. Froedtert Health, Inc.*, 23-CV-1935 (Wis. Cir. Ct.) (co-counsel in pixel tracking class action, settled on a class-wide basis)
- *In re Advocate Aurora Health Pixel Litigation*, 2:22-cv-01253 (E.D. Wis.) (co-counsel in consolidated pixel tracking class action which settled on a class-wide basis)
- *Guenther v. Rogers Behavioral Health System, Inc.* (Wis. Cir. Ct.) (co-counsel in pixel tracking class action, settled on a class-wide basis)
- *Doe v. ProHealth Care*, 2:23-cv-00296 (E.D. Wis.) (co-counsel in consolidated pixel tracking class action)
- *Vriezen v. Group Health Plan, Inc.*, 23-cv-00267 (D. Minn.) (counsel in consolidated pixel tracking class action, final approval hearing set for June 26, 2025)
- *Randy Mrozinski, et al. vs. Aspirus, Inc.*, 2023CV000170 (Wisc. Cir. Ct., Marathon County) (co-lead counsel in pixel tracking class action)
- *McCulley v. Banner Health*, 2:23-cv-00985 (D. Ariz.) (co-lead counsel in consolidated pixel tracking class action)
- *Heard v. Torrance Memorial Medical Center*, 22-cv-36178 (9th Cir.) (co-lead counsel in consolidated pixel tracking class action)
- *Doe v. Adventist Health Care Network, Inc.*, 22ST-cv-36304 (L.A. Sup. Ct.) (co-lead counsel in consolidated pixel tracking class action)
- *Isaac v. Northbay Healthcare Corp.*, FCS059353 (L.A. Sup. Ct.) (co-lead counsel in consolidated pixel tracking class action)

- *Mayer v. Midwest Physicians Administrative Services LLC*, 1:23-cv-03132 (N.D. Ill.) (co-lead counsel in pixel tracking class action)
- *Smith v. Loyola University Medical Center*, 2023-CH-8410 (Cook County Cir. Ct.) (co-lead counsel in pixel tracking class action)
- *Kaplan v. Northwell Health*, 2:23-cv-07205 (E.D. N.Y.) (counsel in pixel tracking class action)
- *Cooper v. Mount Sinai Health System Inc.*, 1:23-cv-09485 (S.D.N.Y.) (counsel in pixel tracking class action)
- *Kane v. University of Rochester Medical Center*, 6:23-cv-06027 (W.D.N.Y.) (counsel in pixel tracking class action, pending preliminary approval)
- *Doe v. Workit Health Inc.*, 2:23-cv-11691 (E.D. Mich.) (counsel in telehealth pixel tracking class action, settled on a class-wide basis, final approval hearing set for February 6, 2025)
- *Strong v. LifeStance Health Group Inc.*, 2:23-cv-00682 (D. Ariz.) (counsel in telehealth pixel tracking class action)
- *Federman v. Cerebral Inc.*, 2:23-cv-01803 (C.D. Cal.) (counsel in telehealth pixel tracking class action)
- *Marden v. LifeMD Inc.*, 1:23-cv-07469 (S.D.N.Y.) (counsel in telehealth pixel tracking class action)
- *R.C. & T.S. v. Walgreens Co.*, 5:23-cv-01933 (C.D. Cal.) (counsel in telehealth pixel tracking class action)
- *Doe v. Wellstar Health System, Inc.*, 1:24-cv-01748 (N.D. Ga.) (co-lead counsel in telehealth pixel tracking class action)
- *Reedy v. Everylywell, Inc.*, 1:24-cv-02713 (N.D. Ill.) (co-lead counsel in telehealth pixel tracking class action, settled on a class-wide basis, final approval hearing set for April 29, 2025)
- *Pattison, et al. v. Teladoc Health, Inc.*, 7:23-cv-11305-NSR (S.D.N.Y.) (co-lead counsel in consolidated pixel tracking class action)
- *Macalpine, et al. v. Onnit, Inc.*, 1:24-cv-00933 (W.D. Tex.) (counsel in pixel class action)
- *Nguyen, et al. v. Abbott Laboratories, Inc.*, 1:24-cv-08289 (N.D. Ill.) (counsel in telehealth pixel tracking class action)
- *R. C., et al. v. Walmart Inc.*, 5:24-cv-02003 (C.D. Ca.) (counsel in telehealth pixel tracking class action)

- *Vriezen v. Infinite Health Collaborative*, 0:24-cv-03743 (D. Minn.) (counsel in telehealth pixel tracking class action)
- *A.D., et al. v. Church & Dwight Co., Inc.*, 2:24-cv-02701 (E.D. Ca.) (counsel in telehealth pixel tracking class action)
- *Fateen v. Corewell Health*, 1:24-cv-01216 (W.D. Mi.) (counsel in telehealth pixel tracking class action)
- *J. R. et al v. Atrium Health, Inc.*, 3:24-cv-00382 (W.D.N.C.) (counsel in telehealth pixel tracking class action)
- *In re CityMD Data Privacy Litigation*, 2:24-cv-06972 (D.N.J.) (Interim Co-Lead Class Counsel in urgent care pixel tracking class action)

DATA BREACH CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *In re Practice Resources, LLC Data Security Breach Litigation*, 6:22-cv-00890 (N.D.N.Y.) (co-lead counsel in consolidated data privacy class action, settled on a class-wide basis, final approval hearing set for February 12, 2025)
- *In re City of Hope Data Security Breach Litigation*, 24STCV09935 (L.A. Sup. Ct.) (counsel in consolidated data breach class action)
- *Marie Catanach v. Bold Quail Holdings, LLC et al.*, 24STCV32029 (Los Angeles Superior Court) (counsel in data breach class action)
- *Tambroni et al v. WellNow Urgent Care, P.C. et al.*, 1:24-cv-01595 (N.D. Ill.) (co-lead counsel in data breach class action)
- *Spann v. Superior Air-Ground Ambulance Service, Inc.*, 1:24-cv-04704 (N.D. Ill.) (co-lead counsel in operative data breach class action, final approval hearing set for March 25, 2025)
- *Hulse v. Acadian Ambulance Services, Inc.*, 6:24-cv-01011 (W.D. La.) (Executive Committee in consolidated data breach class action)
- *Gorder v. FCDG Management LLC d/b/a First Choice Dental*, 2024-CV-002164 (Dane County Circuit Court) (co-lead counsel in data breach class action)
- *In re Rockford Gastroenterology Associates, Ltd Data Breach Litigation*, 2024-CH-0000120 (Winnebago Cir. Ct.) (Interim Co-Lead Class Counsel in data breach class action)

OTHER DATA BREACH CASES IN WHICH OUR FIRM IS INVOLVED

- *Montenegro v. American Neighborhood Mortgage Acceptance Company d/b/a AnnieMac Home Mortgage*, 1:24-cv-10679 (D.N.J.)
- *McHugh v. Enzo Biochem, Inc.*, 2:23-cv-04326 (E.D. N.Y.)
- *Meyers v. Onix Groups LLC*, 2:23-cv-0228 (E.D. Penn.)
- *Kolstedt v. TMX Finance Corporate Services, Inc.*, 4:23-cv-00076 (S.D. Ga.)
- *Rasmussen v. Uintah Basin Healthcare*, 2:23-cv-00322 (C.D. Utah)
- *Douglas v. Purfoods LLC*, 4:23-cv-00332 (S.D. Iowa)
- *Williams v. Southwell Inc. & Tift Regional Health Systems Inc.*, 2023CV0328 (Tift County Superior Court)

VIDEO PRIVACY PROTECTION ACT CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *Edwards v. Mubi Inc.*, 5:24-cv-00638 (N.D. Cal.) (co-counsel in VPPA class action)
- *John v. Delta Defense LLC & U.S. Concealed Carry Association Inc.*, 2:23-cv-01253 (E.D. Wisc.) (lead counsel in VPPA class action)
- *Jolly v. FurtherEd, Inc.*, 1:24-cv06401-LJL (S.D.N.Y.) (co-lead counsel in consolidated VPPA class action)
- *Dawn Fitzsimons v. Long Island Plastic Surgical Group, PC*, Index No. 619353/2024 (N.Y. Sup. Ct., Nassau Cty.) (counsel in VPPA class action)
- *Marteney v. ANM Media, LLP, Inc. d/b/a MY-CPE*, 4:24-cv-04511 (S.D. Tex.) (counsel in VPPA class action)
- *Jones v. Becker Professional Development Corporation*, 6:24-cv-06643 (W.D.N.Y.)

FALSE LABELING CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *Levy v. Hu Products LLC*, 23-cv-01381 (S.D.N.Y.) (co-counsel in false labeling class action alleging defendant did not disclose the presence of lead in chocolate)
- *In re Trader Joe's Company*, 3:23-cv-00061 (S.D. Cal.) (co-counsel in false labeling class action alleging defendant did not disclose the presence of lead in chocolate)
- *Haymount Urgent Care PC v. Gofund Advance LLC*, 1:22-cv-01245 (S.D.N.Y.) (co-counsel in lawsuit alleging merchant cash advances were usurious loans)
- *Mandy Cliburn v. One Source Market, LLC, d/b/a HexClad Cookware*, 23-ST-cv-28930 (Cal. Sup. Ct.) (counsel in false labeling class action)

- *Fleetwood Services LLC v. Complete Business Solutions Group Inc.*, 2:18-cv-00268, (E.D. Penn.) (co-counsel in class action alleging merchant cash advances were usurious loans)
- *Obillo v. i-Health Inc. et al.*, 3:24-cv-02459 (N.D. Cal.) (co- lead counsel in in false labeling class action)
- *Kyungo et al v. Saks & Company, LLC et al*, 3:24-cv-06934 (N.D. Ca.) (counsel in false advertising class action)

BIOMETRIC CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *Aragon v. Weil Foot & Ankle Institute LLC*, 2021-CH-01437 (Cook County Cir. Ct.) (co-lead counsel in BIPA class action, settled on a class-wide basis)
- *Bore v. Ohare Towing Systems Inc.*, 2020-CH-02865 (Cook County Cir.) (co-lead counsel in BIPA class action, final approval granted)
- *Daichendt v. CVS Pharmacy Inc.*, 1:22-cv-03318 (N.D. Ill.) (co-counsel in BIPA class action)
- *Vargas v. Cermak Fresh Market Inc.*, 2020-CH-06763 (Cook County Cir. Ct.) (co-counsel in BIPA class action)
- *Karling v. Samsara Inc.*, 1:22-cv-00295 (N.D. Ill.) (co-counsel in BIPA class action)
- *Stegmeyer v. ABM Industries Incorporated, et al.*, 1:24-cv-00394 N.D. Ill.) (co-lead counsel in biometric class action)

OUR TEAM

David S. Almeida is the Founder and Managing Partner of the Almeida Law Group LLC, headquartered in Chicago, Illinois.

Bringing a distinctive and highly seasoned perspective, he specializes in representing consumers in class action lawsuits. Notably, a significant portion of his career has been devoted to serving as a class action defense lawyer, representing hospital systems, medical providers, retail and hospitality companies, and various consumer-facing entities in class action lawsuits related to privacy. Before establishing ALG, David was a Partner at Benesch, Friedlander, Coplan and Aronoff LLP; while there, David founded and chaired the Class Action Practice Group and lead the Firm's Telephone Consumer Protection Act Team and its Retail, Hospitality and Consumer Products Practice Group.

A 1999 graduate of Cornell Law School, David has practiced law at prestigious firms in New York City and Chicago. David is admitted to the bars of New York, Illinois, Arizona and Wisconsin, as well as several federal courts, including the United States District for the Northern District of Illinois.

David's extensive experience spans over 350 class action lawsuits across the country. These cases encompass issues such as data breaches and privacy violations, state consumer fraud and deceptive business practices, false advertising and false labeling, as well as numerous statutory violations including the Telephone Consumer Protection Act, the Fair Credit Reporting Act, the Illinois Biometric Information and Privacy Act ("BIPA"), the Video Privacy Protection Act ("VPPA"), the Electronics Communication Privacy Act, 18 U.S.C. § 2511(1) ("ECPA"), the California Confidentiality of Medical Information Act, Cal. Civ. Code § 56, *et seq.* ("CMIA"), the California Invasion of Privacy Act, Cal. Penal Code § 630, *et. seq.* ("CIPA"), the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.* ("CLRA"), the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* ("UCL").

As a recognized authority in the field, David is well-versed in data privacy and security issues, direct and mobile marketing, emerging payment systems, as well as social and digital media matters. He is an author and speaker on these topics and is sought after by local and national publications for his insights. David has received multiple listings as an Illinois Super Lawyers and has been acknowledged as a "Rising Star" by the National Law Journal. He earned his Bachelor of Arts from Salisbury University, graduating *summa cum*

laude, and obtained his Juris Doctor from Cornell Law School, where he served as an Editor of the Cornell Law Review.

Matthew J. Langley is a partner at Almeida Law Group. Matthew leverages his extensive skills and experience cultivated as a federal prosecutor and defense attorney to champion the rights of individuals affected by unjust or deceptive practices. Prior to joining the Almeida Law Group, Matthew was as a partner at Benesch, Friedlander, Coplan and Aronoff LLP, collaborating with David in the firm's Class Action practice group and, among other matters, representing plaintiffs in a two-billion-dollar defamation suit involving election fraud claims.

Matthew began his legal career at Kirkland and Ellis where, as an associate, he defended corporate clients in high-stakes litigation, including representing AOL in a class action data breach involving the personal data of over 680,000 customers. He continued to represent corporate clients, as both plaintiffs and defendants, at K&L Gates in Miami, Florida before joining the United States Attorney's Office for the Southern District of Florida.

As an Assistant United States Attorney, Matthew worked in both the Major Crimes and the Economic Crimes Divisions, prosecuting crimes involving health care fraud, tax fraud, money laundering, identity theft, bank fraud, child pornography, and drug trafficking. He first-chaired ten jury trials, securing guilty verdicts in all ten cases and successfully argued appeals in front of the Eleventh Circuit Court of Appeals.

After leaving government service, Matthew worked as a securities class action attorney at Robbins Geller, where he played a crucial role in bringing securities fraud cases, helping to secure the recovery of millions of dollars for shareholders.

Matt has actively participated in numerous class action lawsuits, addressing issues such as data breach and privacy violations, state consumer fraud, deceptive business practices, false advertising and labeling, the Telephone Consumer Protection Act (TCPA), the Fair Credit Reporting Act (FCRA), Illinois' Biometric Information Privacy Act (BIPA), and the California Invasion of Privacy Act (CIPA).

Matt is admitted to the bar in New York, Florida, California and Illinois. He earned his Bachelor of Arts in English and Sociology from the University of Connecticut and his Juris Doctor from Columbia Law School, where he was a Harlan Fiske Scholar.

John R. Parker Jr., known as “J.R.,” is a Partner with the Almeida Law Group. J.R. is a tenacious and successful litigator, handling intricate civil litigation from the investigative phase through settlement or trial in both state and federal courts, including appellate proceedings.

J.R.'s practice encompasses class action lawsuits, False Claims Act cases, Medi-Cal and Medicare fraud, consumer fraud, defective products and drugs, insurance bad faith, personal injury, medical malpractice, employment claims, civil rights, toxic tort, and environmental cases. He has taken on consumer class actions against prominent tech industry entities such as Facebook, Apple, and Zynga. J.R. has been appointed lead counsel in numerous class action cases by state and federal courts in California and nationwide.

Recognizing the human impact of personal or economic injuries resulting from the carelessness, negligence, or intentional acts of others, J.R. is deeply committed to representing ordinary individuals who lack the resources of the multinational corporations and insurance companies he holds accountable in his cases.

In addition to his legal ventures, J.R. has volunteered for the Eastern District of California Dispute Resolution Program and served as appointed counsel for the Eastern District of California's pro bono program. He earned his A.B. in Greek and Latin from the University of Georgia, graduating *summa cum laude*, and obtained his J.D. from Harvard Law School, where he served as Deputy Editor-in-Chief of the Harvard Journal of Law and Public Policy.

After law school, J.R. clerked for Judge Joseph A. Anderson, at the time Chief Judge for the United States District Court for the District of South Carolina. He then worked at a plaintiff's firm in Atlanta Georgia, and then a litigation boutique in Birmingham, Alabama, Spotswood, Sansom, and Sansbury LLC, where he defended the FedEx Corporation in class action suits around the country. After the birth of his first child, he and his wife moved to Sacramento, California, where he worked for Kershaw, Cutter & Ratnoff LLP and then Cutter Law LLC, where he litigated and tried complex cases on behalf of ordinary people against large corporations and insurance companies. Some of his work before joining the Almeida Law Group LLC includes the following matters:

- *Doan v. State Farm*, Santa Clara Superior Court, 1-08-cv-129264 (co-lead counsel in certified class action against State Farm successfully tried and resulting in a global settlement of all State Farm fire policyholders in California)

- *U.S. ex rel. Bell v. Biotronik, Inc. et al.*, 18-cv-01391 (C.D. Cal.) (Lead Relator's counsel in a False Claims Act case against medical device company resulting in \$12.95 million recovery by the United States)
- *Bohannon v. Facebook, Inc.*, 4:12-cv-01894-BLF (N.D. Cal.). (Appointed Class Counsel representing a certified nationwide class of minor Facebook users and their parents)
- *Phillips v. County of Riverside*, 5:19-cv-01231-JGB-SHK (C.D. Cal.) (Co-lead Class Counsel in a collective action and then 86 individual actions brought under FLSA on behalf of social workers employed by Riverside County, resulting in \$4.55 million global settlement after decertification)
- *Pike v. County of San Bernardino*, 5:17-cv-01680 (C.D. Cal.) (Co-lead Class Counsel in certified collective action brought under FLSA on behalf of social workers employed by San Bernardino County)
- *Johnson v. CSAA*, 07AS03197 (Sacramento Superior Court) (Co-Lead Counsel in class action against CSAA relating to failure to waive deductible. Resolved by settlement providing complete cash reimbursement, plus interest. Settlement valued at over \$80 million)
- *Shurtleff v. Health Net*, (Eastern District of California and Sacramento County Superior Court) (Co-Lead and Plaintiffs' Liaison counsel in class actions against Health Net for a breach of confidential information, resulting in a nationwide class settlement)
- *Parry v. National Seating & Mobility Inc.*, 3:10-cv-02782-JSW (N.D. Cal.) (Appointed Class Counsel on behalf of representing nationwide class of sales representatives for medical equipment company in breach of contract case that settled on a class-wide basis after certification in the Northern District of California)
- *Zmucki v. Extreme Learning*, 111-cv-197630. (Santa Clara County Superior Court), (Appointed settlement class counsel on behalf of class of educators for wage and hour violations in the Northern District of California)

Elena A. Belov serves as Of Counsel at the Almeida Law Group.

An adept litigator, Elena began her legal career at Milbank LLP, a renowned international law firm. While there, she developed her skills in navigating complex commercial litigations and actively engaged in *pro bono* work focused on civil rights.

Motivated by a belief in justice for all, Elena devoted more than a decade of her practice to environmental work and public service before redirecting her passion toward advocating

for wronged plaintiffs. She had the privilege of clerking for Judge Cynthia M. Rufe in the U.S. District Court for the Eastern District of Pennsylvania, gaining firsthand insights into the intricacies of the federal judicial system. Elena also contributed to the field by teaching and practicing environmental law on behalf of pro bono clients at the University of Washington School of Law. And while working for the World Wildlife Fund, she supported Native Alaskan Tribes as well as State and Federal officials, including the U.S. Coast Guard, in their endeavors to safeguard Arctic ecosystems. Elena has collaborated with a diverse clientele, ranging from major banks and insurance companies to non-governmental organizations and individuals from various walks of life.

Elena investigates consumer rights violations and takes pride in combating companies that exploit individuals, whether through deceptive advertising, selling defective products, or neglecting user privacy. Elena graduated with honors from Barnard College in New York, earning a B.A. in Political Science, and received her Juris Doctor from the Georgetown University Law Center. During law school, she served as a member of the American Criminal Law Review, authoring several published articles, and worked in the Environmental Law Clinic, successfully representing the Mattaponi Tribe of Virginia in their fight to protect their water rights.

Elena is admitted to the New York State Bar, as well as the United States District Courts for the Southern and Eastern Districts of New York.

Britany A. Kabakov is an Associate Attorney at the Almeida Law Group.

A skilled trial lawyer and litigator, Britany began her career as a litigation associate at Kirkland & Ellis LLP in its Chicago office, where she gained experience as a defense attorney. While at Kirkland, Britany actively participated in two federal bellwether jury trials, contributing to the largest multidistrict litigation in U.S. history.

Britany had the privilege of clerking for Judge Sunil R. Harjani in the U.S. District Court for the Northern District of Illinois and externing for Judge Andrew G. Schopler in the U.S. District Court for the Southern District of California. Through these roles, Britany acquired comprehensive insights into the intricacies of federal litigation, spanning from the filing of a complaint through trial and post-trial motions.

Specializing in consumer class action lawsuits, Britany's practice focuses on privacy and false labeling cases, along with complex commercial disputes. She has represented clients in federal court, multidistrict litigation, and class action lawsuits involving defective

products, consumer fraud, toxic tort, environmental cases, information privacy, insurance, and contract disputes.

Committed to public service and advocating for all individuals, Britany has maintained an active pro bono practice focusing on civil rights, supporting civil liberty organizations in research and litigation efforts. During law school, she volunteered at the Legal Aid Society of San Diego's Domestic Violence Clinic, and prior to entering law school, Britany taught middle school social studies in Phoenix, Arizona.

Britany is admitted to the Illinois State Bar, as well as the U.S. District Court for the Northern District of Illinois. She graduated *magna cum laude* from Loyola University Chicago with a Bachelor of Arts in History and Secondary Education. Britany earned her Juris Doctor from the University of Chicago Law School, where she worked in the Environmental Law Clinic, representing conservation groups in Clean Water Act litigation.

Luke Coughlin is an Associate Attorney at the Almeida Law Group.

Luke is an accomplished litigator. Before joining the Firm, Luke was a litigation associate at Edelman, Combs, Lattuner & Goodwin, LLC, where he worked on a wide range of consumer cases with focus on usury claims. His passion for protecting consumer rights is driven by his interest in using technical investigations to support and advocate for his clients. He is committed to advancing consumer protection through innovative, cross-disciplinary legal strategies.

While attending law school, Luke worked as a claims investigator at Rain Intelligence, combining technical investigation with comprehensive legal analysis across a broad spectrum of case types. His work emphasized a meticulous approach to fact-finding, leveraging technology to investigate illicit collection and use of sensitive personal data and other incursions against consumer rights.

Prior to law school, Luke gained extensive experience in the tech sector, including work at Wayfair, where his focus on technical processes and analysis laid the foundation for his legal career. He brings a unique blend of technical expertise and legal acumen to the Firm.

Luke is admitted to the Illinois State Bar as well as the Federal District Courts of the Northern District of Illinois, Southern District of Illinois, Northern District of Indiana and Southern District of Indiana.

EXHIBIT C

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MANDY and MATTHEW CLIBURN,
RANDI GURKA, DANA SWOYER, LORI
CIMONETTI, KHUSHBU DIDWANIA,
PRATIKKUMAR PATEL, BENJAMIN
ADAMS, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

ONE SOURCE TO MARKET, LLC d/b/a
HEXCLAD COOKWARE,

Defendant.

CASE NO.: 23STCV28390

**CLASS REPRESENTATIVE
DECLARATION**

The undersigned state and declares as follows:

1. I have served as a class representative in this action.
2. I understand and appreciate that as a class representative, I represent the interests of all members of the Class in litigation to recover monetary damages or obtain injunctive relief.
3. I understand and appreciate that as a class representative, I must consider the interests of the Class Members just as the Class Members would consider their own interests, and in some cases, must put the interests of the Class before my own interest. This means that I am a champion of the Class.
4. I understand that as class representative, I have a duty to be actively involved in the litigation for its entire duration, maintain contact with my counsel, assist with discovery requests as necessary, and assist counsel in prosecuting the action on behalf of the Class.
5. I understand that as a class representative, I have a fiduciary obligation to the Class.
6. I fulfilled my duties as a class representative in the following ways:
 - i. Seeking out counsel to investigate my claim(s) against Defendant, which are consistent and typical of the proposed Settlement Class Members' claims;
 - ii. Speaking with counsel and aiding in the investigation of my potential claim(s) against Defendant;

- iii. Reviewing and approving all filings as required and/or necessary.
- iv. Discussing and agreeing to potential discovery obligations in this action, including providing my willingness to respond and assist in preparing my response to any discovery requests, including Requests for Production, Requests for Interrogatories, Requests for Admission, and preparing for and sitting for a deposition;
- v. Discussing and considering settlement offers from Defendant; and
- vi. Considering the interests of the Class as a whole with regard to decisions throughout litigation and this settlement.

7. I provide written approval of the fees sought by counsel and the fee sharing agreement among counsel.

8. I approve of the Classwide settlement. I also understand that settlement of this litigation is subject to Court approval and must be designed in the best interests of the Class as a whole.

Respectfully submitted,



Mandy Cliburn

01 / 30 / 2025

Date



Matthew Cliburn

01 / 30 / 2025

Date



Randi Gurka

01 / 30 / 2025

Date



Dana Swoyer

02 / 03 / 2025

Date



Lori Cimonetti

02 / 03 / 2025

Date

Khushbu Didwania

Date

Pratikkumar Patel

Date

- iii. Reviewing and approving all filings as required and/or necessary.
- iv. Discussing and agreeing to potential discovery obligations in this action, including providing my willingness to respond and assist in preparing my response to any discovery requests, including Requests for Production, Requests for Interrogatories, Requests for Admission, and preparing for and sitting for a deposition;
- v. Discussing and considering settlement offers from Defendant; and
- vi. Considering the interests of the Class as a whole with regard to decisions throughout litigation and this settlement.

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8. I approve of the Classwide settlement. I also understand that settlement of this litigation is subject to Court approval and must be designed in the best interests of the Class as a whole.

Respectfully submitted,

Mandy Cliburn

Date

Matthew Cliburn

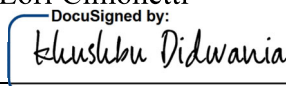
Date

Randi Gurka

Date

Dana Swoyer

Date

Lori Cimonetti
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Khushbu Didwania

Date
1/30/2025 | 10:58 AM PST

Date

Pratikkumar Patel

Date

- iii. Reviewing and approving all filings as required and/or necessary.
- iv. Discussing and agreeing to potential discovery obligations in this action, including providing my willingness to respond and assist in preparing my response to any discovery requests, including Requests for Production, Requests for Interrogatories, Requests for Admission, and preparing for and sitting for a deposition;
- v. Discussing and considering settlement offers from Defendant; and
- vi. Considering the interests of the Class as a whole with regard to decisions throughout litigation and this settlement.

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Respectfully submitted,

Mandy Cliburn

Date

Matthew Cliburn

Date

Randi Gurka

Date

Dana Swoyer

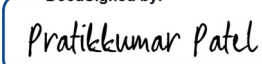
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Lori Cimonetti

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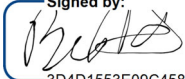
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Benjamin Adams

2/3/2025 | 11:52 AM PST

Date