

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into between Plaintiff Lenore Miley (“Plaintiff” or “Class Representative”), individually and on behalf of the Class Members, and Defendant Belkin International, Inc. (“Belkin” or “Defendant”).

RECITALS

A. On January 2, 2020, Class Representative commenced a class action entitled, *Lenore Miley v. Belkin International, Inc.*, Case No. 20STCV00033, in the Superior Court of the State of California, County of Los Angeles, by filing a Complaint alleging causes of action for breach of express warranty, unjust enrichment, violations of California’s False Advertising Law, violations of California’s Unfair Competition Law, and violation of California Unfair and Deceptive Acts and Practices in violation of the Consumers Legal Remedies Act. In the Complaint, Class Representative challenges Defendant’s use of an “mAh” number on the packaging and advertisement of its power banks by alleging that the number inaccurately refers to the amount of mAh that can be delivered from the power bank to a device being charged rather than, as Defendant asserts, the amount of mAh that can be stored in the internal battery of the power bank.

B. On October 13, 2020, Defendant filed a motion for summary judgment. The Court denied that motion on August 26, 2021.

C. On December 15, 2023, Class Representative filed a motion for class certification, seeking to certify a class on all causes of action alleged in the Complaint. On April 16, 2024, the Court issued an order certifying a class on the claim for breach of express warranty only, declining to certify a class as to the other four claims. Specifically, the class certified is defined as: “All consumers who purchased any Belkin power bank in California between January 20, 2016, and [April 16, 2024]. Excluded from the Class are any of Belkin’s officers, directors, or employees; officers, directors, or employees of any entity

in which Belkin currently has or has had a controlling interest; and Belkin's legal representatives, heirs, successors, and assigns."

D. Notice of the certified class commenced on or about June 6, 2024 and was completed on or about September 25, 2024, which consisted of direct notice via email and, where email is unavailable, U.S. Mail, and targeted media notice consisting of over 15 million delivered impressions. Class Members were afforded a reasonable opportunity to opt out of the certified Class.

E. On June 20, 2024, Defendant filed a motion for summary adjudication with respect to the breach of express warranty claim. The Court denied that motion on December 13, 2024.

F. On January 30, 2025, Defendant filed a motion for decertification. The Court denied that motion on March 11, 2025.

G. On April 1, 2025, the Parties, through counsel, attended an in-person mediation before Bruce A. Friedman of JAMS, wherein progress was made towards a settlement of this Action and a mediator's proposal was given. Shortly thereafter, the Parties reach a settlement in principle of this Action and filed a notice of settlement on April 7, 2025.

H. Defendant disputes the claims and contentions alleged in the Complaint and do not by this Agreement admit any liability or wrongdoing of any kind in the Action. Defendant expressly has denied and continues to deny that it has committed or attempted to commit any violation of law or breached any duties owed to the Class Representative or the Class Members.

I. Class Counsel and the Class Representative believe that the claims asserted in the Action possess merit and have examined and considered the benefits to be obtained under the proposed settlement set forth in this Agreement, the risks associated with the continued prosecution of the complex and time-consuming litigation, and the likelihood of success on the merits of the Action at trial. Class Counsel has fully investigated the facts and law relevant to the merits of the claims, conducted extensive formal

discovery, including propounding and reviewing responses to interrogatories, requests for production of documents, and requests for admissions, taken multiple percipient and expert witness depositions, and reviewed documents and data related to the claims, defenses and alleged damages at issue. Class Counsel and the Class Representative have concluded that the proposed settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Class.

J. The Parties have decided to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation. The Parties desire to settle the Action in its entirety with respect to all claims relating to power banks marketed and/or sold by Defendant in California, based on the previously certified Class. The Parties intend this Agreement to bind Defendant, on the one hand, and Class Representative and all Class Members who did not validly request exclusion from the Class, on the other hand.

TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, in light of the foregoing, in consideration of the terms and conditions set forth herein, which the Parties acknowledge are good and valuable consideration for this Agreement, the Parties agree and stipulate, subject to approval by the Court, as follows:

1. Definitions.

As used in this Agreement and its incorporated Exhibits, the following terms have the meanings specified herein:

(a) “Action” means the civil action, *Lenore Miley v. Belkin International, Inc.*, Case No. 20STCV00033, in the Superior Court of the State of California, County of Los Angeles.

(b) “Agreement” means this Settlement Agreement and Release entered into between Defendant, on the one hand, and the Class Representative, individually and on behalf of the Class Members, on the other hand, including all terms and conditions set forth herein.

(c) “Alternative Cash Payment” means the cash payment in the amount of Two Dollars (\$2.00) that Class Members can elect to receive in lieu of the Voucher as consideration for this Settlement.

(d) “Authorized Claimant” means: (1) those Class Members who submit a valid and timely Claim Form as more fully set forth herein to register their claim under this Agreement, and (2) those on the Class List.

(e) “Claim Form” is the form that Class Members (who are not on the Class List) must complete and agree to under penalty of perjury stating entitlement to a claim and submit to the Settlement Administrator, substantially in the form of **Exhibit A**.

(f) “Class” or “Class Member(s)” means all consumers in California who, during the period from January 2, 2016 through April 16, 2024, purchased any Belkin power bank. Excluded from the Class are: (i) all consumers who previously requested exclusion, and (ii) any of Belkin’s officers, directors, or employees; officers, directors, or employees of any entity in which Belkin currently has or has had a controlling interest; and Belkin’s legal representatives, heirs, successors, and assigns.

(g) “Class Counsel” refers to William F. Cash III of Levin, Papantonio, Proctor, Buchanan, O’Brien, Barr & Mougey, P.A.

(h) “Class List” is the list previously compiled by Plaintiff and Defendant of Class Members who could be identified from the records of Defendant or records of retailers that sold Belkin power banks that were subpoenaed during the Action, but not including those persons who requested exclusion.

(i) “Class Period” is the period to which the Settlement and this Agreement applies, as specified in the definition of the previously certified Class, namely January 2, 2016 through April 16, 2024, inclusive.

(j) “Class Representative” or “Plaintiff” refers to Plaintiff Lenore Miley.

(k) “Complaint” refers to the Complaint filed in the Action on January 2, 2020 by Class Representative, individually and on behalf of all those similarly situated in the Action.

(l) “Court” means the Los Angeles County Superior Court in which this Action is pending, and to which presentation of this Agreement for judicial review and approval will be made.

(m) “Days” means calendar days, except that, when computing any period of time prescribed or allowed by this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a federal or State of California legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal or State of California legal holiday.

(n) “Defendant” refers to Defendant Belkin International, Inc.

(o) “Defense Counsel” means Baker & McKenzie LLP.

(p) “Effective Date” is the business day after the date that Judgment in the Action becomes final such that no appeal or writ can be taken from it or that any appeals have been resolved.

(q) “E-Mail Notice” is the Notice of Class Action Settlement, in substantially the form of **Exhibit C**.

(s) “Final Approval Order” means the Final Order Approving Class Action Settlement to be rendered by the Court in substantially the form attached hereto as **Exhibit G**.

(t) “Judgment” means the separate judgment to be rendered by the Court in substantially the form of **Exhibit H**.

(u) “Mailed Notice” is the Notice of Class Action Settlement, in substantially the form of **Exhibit D**.

(v) “Media Notice” is the internet-based media Notice of Class Action Settlement, in substantially the form of **Exhibit E**.

(w) “Notice Program” means the methods set forth in this Agreement for giving Class Notice to the Class Members.

(x) “Party” refers individually to the Class Representative, on behalf of herself and the Class Members, and the Defendant. Collectively, these are referred to as the “Parties.”

(y) “Preliminary Approval Order” means the order preliminarily approving the settlement and proposed Notice Program, substantially in substantially the form attached hereto as **Exhibit F**.

(z) “Settlement” refers to the class action settlement of this Action pursuant to the Agreement.

(aa) “Settlement Administrator” refers to the firm of Apex Class Action LLC, which the Parties have agreed will be responsible for providing notice to the Class pursuant to the Notice Program and administration of this class action settlement as more fully described herein. The Settlement Administrator shall acknowledge its responsibility by accepting its role as the Settlement Administrator.

(ab) “Website Notice” is the detailed Notice of Class Action Settlement to be posted on the settlement website, in substantially the form of **Exhibit B**.

(ac) “Voucher” means the one-time voucher (in the form of a unique code that will be delivered by email or by mail where a valid email address is not available) in the amount of Five Dollars (\$5.00) that Class Members can redeem at Defendant’s website, www.belkin.com.

2. Settlement Consideration.

2.1 Voucher.

Each Authorized Claimant shall receive a one-time voucher in the amount of Five Dollars (\$5.00) (as defined above, the “Voucher”) that can be used to purchase items at Defendant’s website, www.belkin.com. The Voucher must be utilized in a single transaction within one year from the date of issuance. The Voucher cannot be split across multiple transactions. If not used within that time period, the Voucher will expire and will not be reissued. The Vouchers can be combined with other offers on

Defendant's website (such as sales or other price reductions), but may not be combined with another promotional code. The Parties expressly acknowledge and agree that the Voucher is not a gift card and has no cash value. Within thirty (30) Days of the Court's issuance of the Final Approval Order, Defendant will provide to the Settlement Administrator the necessary information (such as voucher codes) associated with the Vouchers to be distributed to the Authorized Claimants.

2.2 Alternative Cash Payment.

In lieu of a Voucher, all Class Members have the option of electing to receive a one-time cash payment of Two Dollars (\$2.00) (as defined above, the "Alternative Cash Payment"). Class Members on the Class List must make the election using an Exchange Request form via an online portal on the settlement website or via mail using an unique ID number provided to them via direct E-Mail Notice or Mailed Notice. Class Members who are not on the Class List will have the option to elect on the Claim Form either a Voucher or the Alternative Cash Payment. The Voucher and Alternative Cash Payment are alternative consideration under this Agreement and, under no circumstances, is a Class Member entitled to receive both. Class Members may choose to receive the Alternative Cash Payment via electronic payment (such as Venmo, PayPal, Zelle, or other reasonable payment service providers as determined by the Settlement Administrator) or paper check. A skip trace will be performed by the Settlement Administrator for any returned settlement checks. If the Alternative Cash Payment is made by paper check, the paper checks shall bear an expiration date and the Class Members listed as the payees on those paper checks shall have no ownership interest in the funds represented by those checks unless and until the checks are cashed.

2.3 Label Changes.

For every power bank Defendant sells that may be sold in California, to the extent the existing product packaging language is not already consistent, Defendant will change its product package so as to

use the following or substantially similar language on the product packaging: “contains a XXX mAh internal battery.” Belkin shall have sole and complete discretion regarding the placement of the language, including the use of an asterisk or other symbol directing a consumer to a different location on the packaging. This label change will further be implemented in Defendant’s online and print advertising, including on any website controlled by Belkin where it sells its power banks. Defendant will also request that retailers, including Amazon.com, update their online advertising of Belkin power bank products to be consistent with this label change. Defendant will institute this label change within twelve (12) months following the Effective Date. Defendant shall be responsible for all costs it incurs which are associated with implementation of this section, separate and apart from monies paid to for compensation to the Class Representative and payment of Class Counsel’s attorneys’ fees and costs. Defendant shall comply with the provisions in this paragraph for a period of four (4) years, unless excused earlier by a material change in applicable California law or as authorized by a court order upon a showing of sufficient cause. Defendant is not required to recall, modify or destroy packaging that has already been printed, is already in the marketplace, in its stock or its customers’ stock, or otherwise already in existence.

2.4 Compensation for the Class Representative (Service Award).

Subject to the approval of the Court, Class Representative shall receive a one-time payment of Five Thousand Dollars (\$5,000), to be paid by Defendant, which amount shall include her compensation for her claims in the Action, as well as her compensation for instituting, prosecuting, contributing to, and/or bearing the laboring oar and risk of this litigation as Class Representative (the “Service Award”). If the Court requires that a different amount be paid to the Class Representative, then the Class Representative shall receive that amount from Defendant, however, in no event shall the amount exceed \$5,000. This shall be the only consideration paid to the Class Representative under this Agreement apart from either a Voucher or Alternative Cash Payment. The Class Representative shall receive the

consideration called for by this subsection within twenty-one (21) Days of the Effective Date, but only after the Class Representative submits a completed IRS Form W-9 to the Settlement Administrator. Defendant shall pay this Service Award to the Class Representative through the Settlement Administrator. The Parties represent that their negotiation of and agreement to the compensation paid to the Class Representative was negotiated at arm's-length, with the assistance of JAMS mediator, Bruce A. Friedman. Final approval of this Settlement is not contingent upon payment of the Service Award.

2.5 Payment of Class Counsel's Fees and Costs.

(a) As part of the Settlement, Class Counsel shall apply to the Court for an award of attorneys' fees and litigation costs ("Attorneys' Fees and Costs") to be paid by Defendant separate and apart from the consideration to the Class Members, not to exceed Three Hundred Thousand Dollars (\$300,000). Defendant shall not oppose the application so long as the total amount of attorneys' fees and costs combined that is sought does not exceed Three Hundred Thousand Dollars (\$300,000). In no event shall Defendant be liable for, or required to pay, attorneys' fees and costs in an amount that exceeds this amount. The Parties represent that the amount of the attorneys' fees and costs to be requested by Class Counsel was negotiated at arm's-length, with the assistance of JAMS mediator, Bruce A. Friedman.

(b) Attorneys' fees and costs as ordered by the Court to Class Counsel (and other approved counsel for Plaintiff) shall be paid by Defendant through the Settlement Administrator within twenty-one (21) Days after the Effective Date.

2.6 Except for the Attorneys' Fees and Costs to be paid as described above, Defendant shall not be liable for any attorneys' fees or litigation expenses and costs of Class Counsel (or other counsel for Plaintiff), the Class Representative, or any other Class Member in connection with the Action or any claim that is related to this Action or that was alleged in the Action. Except as otherwise provided above

and in no event to exceed a total of Three Hundred Thousand Dollars (\$300,000), Class Counsel shall not seek or accept any fees or expenses from Defendant in connection with the Action and the settlement set forth herein, including, without limitation, any fees or expenses incurred in connection with final approval of the settlement, any objection(s) or appeal(s), expert fees, class notice or claims administration, or other fees or expenses. Final approval of this Settlement is not contingent upon payment of a given amount of the Attorneys' Fees and Costs.

3. Claims Administration and Procedure.

3.1 The Settlement Administrator shall administer the Notice Program to provide Class Notice to the Class, receive, handle, process and pay claims, set up and maintain a toll-free phone number (which need not be answered by live agents) and a website for this settlement, and undertake any other duties necessary for the proper administration of claims. The Settlement Administrator will make available an email address that may be used by members of the Class to contact the Settlement Administrator with questions about the settlement. The website for the settlement shall use the following address: www.MileyClassActionSettlement or, if not available, another website address agreed upon by the Parties. The Settlement Administrator shall ensure that the information that it receives from Defendant and Class Members is secured and managed in such a way as to protect the security and confidentiality of the information, consistent with the privacy policies of Defendant as well as applicable law. Except as specifically provided in this Agreement, the Settlement Administrator shall not disclose or disseminate any information that it receives from the Parties and Class Members without the prior written consent of all Parties. The Settlement Administrator shall disseminate the Class Notice in accordance with the Notice Program, including based on any modifications approved by the Court subject to Defendant's termination rights set forth herein.

3.2 All fees, costs and expenses incurred by the Settlement Administrator shall be paid by Defendant within a reasonable amount of time and after they are reviewed and approved by Defense Counsel. The Settlement Administrator shall submit written status reports jointly to Class Counsel and Defense Counsel on a weekly basis. Defendant's payment of fees, costs and expenses incurred by the Settlement Administrator shall be paid separate and apart from the consideration paid to Class Members, the Class Representative and for Attorneys' Fees and Costs.

3.3 If the Court awards less in attorneys' fees than requested by Plaintiff, that amount will be added to funds available for the Alternative Cash Payment.

3.4 If the Settlement Administrator's fees and costs exceed \$107,500, then any funds from Alternative Cash Payments that were issued in the form of paper checks that are not cashed by the expiration date printed on the paper checks shall be used to pay the fees and costs incurred by the Settlement Administrator in administering this settlement. If the Settlement Administrator's fees and costs do not exceed \$107,500, then any funds from these uncashed paper checks shall be distributed to Public Justice as a cy pres award subject to approval by the Court.

4. Class Notice.

4.1 The Parties previously identified a Class List of Class Members located from the records of Defendant and certain sellers of its power bank products. Additionally, non-party Amazon.com Services LLC provided direct email notice to Class Members who purchased a Belkin power bank product from Amazon.com during the Class Period.

4.2 The Parties shall promptly seek all necessary court orders and/or authorizations for non-party Amazon.com Services LLC to send Class notice for settlement purposes to Amazon.com purchasers who were previously sent notice of the certified Class. Additionally, the Parties shall promptly seek all necessary court orders and/or authorizations to obtain from Simpluris, Inc. the contact information

provided by non-parties to Simpluris, Inc. that was used previously by them to send notice to the certified Class so the Settlement Administrator may provide notice to the Class of the proposed Settlement.

4.3 For Class Members who are on the Class List who have a valid email address, notice of the proposed class action settlement shall be provided by e-mail substantially in the form of the E-mail Notice containing notice that Class Members on the Class List will automatically receive a Voucher, or may elect to receive the Alternative Cash Payment. The E-Mail Notice will include an unique ID number and inform the Class Member that they will not have to submit a Claim Form in order to receive a Voucher, which will be emailed to them after final approval of the Settlement and the Effective Date.

4.4 For Class Members who are on the Class List who do not have a valid email address (or for whom E-Mail Notice is undeliverable but a valid mailing address is known), notice of the proposed class action settlement shall be provided by U.S. Mail substantially in the form of the Mailed Notice containing a postcard-type notice that Class Members on the Class List will automatically receive a Voucher, or may elect to receive the Alternative Cash Payment. The Mailed Notice will include a unique ID number and inform the Class Member that they will not have to submit a Claim Form in order to receive a Voucher, which will be mailed to them after final approval of the Settlement and the Effective Date. These Class Members may request of the Settlement Administrator to receive a Voucher via email instead of by U.S. Mail by providing a valid email address for this purpose to the Settlement Administrator by the deadline to submit a Claim Form. The Settlement Administrator will check the National Change of Address database prior to sending Mailed Notice.

4.5 For Class Members whose Mailed Notice is returned to the Settlement Administrator as undeliverable by regular mail, the Settlement Administrator shall (1) send Mailed Notice to any forwarding address provided by the U.S. Postal Service no later than fourteen (14) calendar days of receipt of the returned mail; and (2) if no forwarding address was provided by the U.S. Postal Service,

or the mailing to the forwarding address is returned as undeliverable, obtain an updated address from LexisNexis or other reliable service and send the direct mail notice to that updated address to the extent an updated address is available, no later than fourteen (14) calendar days of receipt of the return mail.

4.6 For Class Members who are not on the Class List, notice of the proposed class action settlement shall be effectuated through the internet in a targeted media campaign (“Media Notice”) as set forth in the Notice Program. The Class Notice and Notice Program will conform with applicable law and will be in a manner and form approved by the Parties and Court that, when combined with the email and Mailed Notice, is designed to reach at least seventy (70) percent of the Class Members.

4.7 Individuals will be able to view the Website Notice and other important documents that will be posted on the settlement website. In addition, those Class Members who did not receive the E-Mail Notice or Mailed Notice will be able to obtain, fill out, and submit a Claim Form online from the settlement website, which will require: (1) his, her, or their name; (2) current address, phone number and email address, (3) the model name or number of power bank, (4) the approximate date of purchase, retailer from which the purchase was made, and whether the purchase was made online, by phone, or in-store, and the general location where the purchase was made; (5) a receipt or other proof of purchase of the Belkin power bank, and (6) a statement that the individual was located in California when the purchase was made. For purposes of this paragraph, “receipt or other reasonable proof of purchase” means any document issued by a retailer or Defendant that shows that the product was sold to a purchaser.

4.8 The Court shall order that no later than ten (10) Days after: (a) the Court issues all necessary court orders and/or authorizations to obtain from Simpluris, Inc. the contact information provided by non-parties to Simpluris, Inc. that was used previously by them to send notice to the certified Class, and (b) Simpluris, Inc. provides the contact information at issue to the Parties, the Parties or their designee(s) shall provide the Settlement Administrator with the Class List. The Parties shall promptly

inform non-party Amazon.com Services LLC once the Preliminary Approval Order is issued so that Amazon.com Services LLC may begin preparations to send Class Notice via email to Amazon.com customers who were previously sent notice in connection with the certified Class.

4.9 The Parties agree that the E-Mail Notice, Mailed Notice, Media Notice, Website Notice, and Notice Program fairly inform the Class Members of the general nature of the litigation, the financial and other terms of the Agreement particularly significant for the Class Members, the general procedures for and consequences of making a claim, opting-out, and objecting to the settlement Agreement, and the date of the final fairness and approval hearing. If any additional material requirements for giving notice to the Class Members are imposed or the Court orders that Class Counsel be paid more attorneys' fees and/or costs than Defendant has agreed to herein, Defendant shall have the option to terminate this Agreement, and this Agreement shall be null and void and this settlement of no force and effect and the Parties will return to their respective positions of March 31, 2025. Defendant shall give notice of such termination in writing to Class Counsel no later than fourteen (14) Days after the day that such additional notice or payment requirement is imposed.

4.10 Compliance with the procedures described herein shall constitute due and sufficient notice to Class Members of this proposed settlement for the final approval hearing, and shall satisfy the requirements of due process. Nothing else shall be required of, or done by, the Parties, Class Counsel, Defense Counsel, or the Settlement Administrator to provide notice of the proposed settlement and the final approval hearing as described herein.

5. Costs Associated With Providing Notice.

All costs and expenses associated with the giving of all notices to the Class Members as provided in this Agreement shall be paid by Defendant. Defendant shall not be liable to the Settlement Administrator for any costs and expenses of Class Notice other than as described in this Agreement. If

any additional material requirements for giving notice to the Class Members are imposed or any material occurrences that result in work by the Settlement Administrator beyond that set forth in this Agreement prior to final approval of the Settlement, Defendant shall have the option to terminate this Agreement, and this Agreement shall be null and void and this settlement of no force and effect and the Parties will return to their respective positions of March 31, 2025. Defendant shall be responsible for paying the costs and expenses associated with the giving of all notices to the Class Members and Settlement administration incurred prior to the material occurrence(s) giving rise to Defendant election to terminate the Settlement, including providing notice to the Class Members of termination of the Settlement through a post on the Settlement Website.

6. Claim Forms, Exchange Requests, and Authorized Claimants.

6.1 Claim Forms.

(a) With the exception of the Class Members on the Class List who receive the E-Mail Notice or Mailed Notice, all Class Members who wish to receive Settlement compensation must complete, fill out and sign (electronically or by wet signature) a Claim Form, under penalty of perjury, acknowledging entitlement to a claim and the legality of the signature. Although the preferred method of submitting the Claim Form shall be online through a portal on the Settlement Website, Class Members may submit a Claim Form by mail addressed to the Settlement Administrator. A printable version of the Claim Form will be made available on the Settlement Website. The Claim Form shall be deemed deficient by the Settlement Administrator if it is not fully completed, and accordingly, if submitted online, will be automatically rejected upon the attempt to submit it online, or rejected after examination by the Settlement Administrator, and such rejection will be made known to the claimant as soon as practicable after the attempt to submit the Claim Form.

(b) The Claim Form must be submitted to the Settlement Administrator, online or by mail, no later than one hundred ten (110) Days after the date of the Court's issuance of the Preliminary Approval Order ("Claim Period"). Any Claim Form that is submitted or returned to the Settlement Administrator after the Claim Period will not be accepted and processed unless otherwise approved by the Court.

6.2 Exchange Requests.

(a) Class Members on the Class List who wish to elect to receive an Alternative Cash Payment instead of a Voucher must submit a request for an exchange ("Exchange Request") to the Settlement Administrator using their unique ID provided with the direct E-mail Notice or Mailed Notice. Although the preferred method of submitting the Exchange Request shall be online through the settlement website, Class Members may submit an Exchange Request by mail addressed to the Settlement Administrator. A printable version of the Exchange Request Form will be made available on the Settlement Website. The Exchange Request Form shall be deemed deficient by the Settlement Administrator if it is not fully completed, and accordingly, if submitted online, will be automatically rejected upon the attempt to submit it online, or rejected after examination by the Settlement Administrator, and such rejection will be made known to the claimant as soon as practicable after the attempt to submit the Exchange Request.

(b) The Exchange Request must be submitted to the Settlement Administrator no later than 110 Days after the issuance of the Preliminary Approval Order ("Exchange Request Period"). Any Exchange Request that is submitted or returned to the Settlement Administrator after the Exchange Request Period will not be accepted and processed.

6.3 Settlement Administrator's Role.

(a) Promptly upon expiration of the Claim Period, the Settlement Administrator will provide, in readable format such as in a Microsoft Excel spreadsheet, a summary of the submitted Claim Forms to Class Counsel and Defense Counsel containing the total number of claims submitted. Subsequently, upon expiration of the Exchange Request period, the Settlement Administrator will provide, in readable format such as in a Microsoft Excel spreadsheet, a summary of the submitted Exchange Requests to Class Counsel and Defense Counsel containing the total number of exchange requests submitted. The summaries of submitted Claim Forms and Exchange Requests shall not include the names, addresses, Social Security numbers, taxpayer identification numbers or telephone numbers of the persons submitting claims.

(b) The Settlement Administrator shall examine each Claim Form and Exchange Request to determine whether the claimant who submitted the form is entitled to receive any consideration under the terms of this Agreement. The Settlement Administrator shall have the discretion to examine and investigate any or all claims for indications that they have been improperly or fraudulently submitted and to make a determination as to whether any particular claim should be denied because it has been improperly or fraudulently submitted.

(c) Should the Settlement Administrator deem a Claim Form or Exchange Request deficient, then the Settlement Administrator shall mail or e-mail a copy of the deficient Claim Form or Exchange Request and an explanation of the deficiency to the person submitting the claim and e-mail copies to Class Counsel along with claimant's contact information. The claimant shall have thirty (30) Days from the date of the email or mailing to cure the defective or incomplete information on the Claim Form ("Cure Period").

(d) Should the Settlement Administrator deem a Claim Form or Exchange Request deficient, and the claimant is unable to or does not cure the deficiency during the Cure Period,

then said claimant's rights as a Class Member to pursue any claims for compensation covered by the Action will be extinguished and said Class Member will not be permitted to recover any consideration in this Settlement.

(e) Any Class Member on the Class List who fails to submit a timely and valid Claim Form or Exchange Request to the Settlement Administrator by following the procedure set forth in the Class Notice and/or who failed to submit a valid request for exclusion from the Class shall be deemed a Class Member whose rights and claims with respect to the issues raised in the Complaint and Action are determined by the Court's Final Approval Order approving this settlement, the Judgment, and the other rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action will be extinguished, and said Class Member will not be permitted to recover any consideration in this settlement.

(f) If any Class Member submits a deficient Claim Form or Exchange Request as described above, and fails to cure the deficiency within the Cure Period, then said Class Member's rights to pursue any claims covered by the Action will be extinguished and said Class Member will not be permitted to receive a Voucher or an Alternative Cash Payment. Neither the Settlement Administrator nor the Parties shall have any further obligation to notify such Class Member or to send another Claim Form or Exchange Request to such Class Member.

(g) Within thirty (30) Days after the later of: (a) the Effective Date, (b) the end of the Claim Period and Exchange Request Period, or (c) the resolution of all disputes over individual settlement amounts or Authorized Claimants, the Settlement Administrator will create a final list ("Final List of Authorized Claimants") containing each Authorized Claimant who will receive either a Voucher or an Alternative Cash Payment.

(h) Within thirty (30) Days of provision of the Final List of Authorized Claimants, the Settlement Administrator shall commence providing the Voucher and Alternative Cash Payment to each Authorized Claimant. This process shall be completed no later than sixty (60) Days from commencement.

7. Exclusion From the Class

Members of the Class were previously provided an opportunity to request exclusion from the certified Class. Unless required by the Court pursuant to California Rule of Court, rule 3.679, members of the Class shall not have a second opportunity to request exclusion from the Class due to this settlement. Individuals who previously requested exclusion from the Class are not required to submit a second request for exclusion to remain excluded from the Class for purposes of this settlement. Any request for exclusion from a member of the Class that is received by the Settlement Administrator in connection with this settlement shall be invalid unless otherwise ordered by the Court.

8. Obtaining Preliminary Court Approval of the Agreement and Certification of Settlement Class.

8.1 Upon full execution of the Agreement, the Parties shall take all necessary steps to promptly obtain an Order from the Court substantially in the form of **Exhibit F**, granting conditional approval of the settlement and certifying a settlement Class, all as set forth in this Agreement. The Parties agree that the Court may make preliminary findings in connection with the Order subject to final findings and ratification of the Judgment.

8.2 The Proposed Order granting preliminary approval of the settlement shall include the following timeline regarding claims administration:

Last day for the Parties to provide the Settlement Administrator with Class List	10 Days after preliminary approval
Last day for Settlement Administrator to send E-Mail Notice and Mailed Notice to Class Members; and Last day for Amazon.com	30 Days after preliminary approval

Services LLC to send notice via email to Class Members	
Last day for Settlement Administrator to publish the settlement website	30 Days after preliminary approval
Last day for Plaintiff to file motion for award of attorneys' fees, litigation costs, Class Representative's service payment, and settlement administration expenses	80 Days after preliminary approval
Last day for claims to be submitted by Class Members, and for Class Members to submit an Exchange Request	110 Days after preliminary approval
Last day for Class Members to submit objections to the settlement	110 Days after preliminary approval
Last day for Plaintiff to file motion for final approval of settlement	140 Days after preliminary approval
Last day for the Parties to respond to any objections filed by Class Members	150 Days after preliminary approval
Hearing on motion for final approval of settlement and application for attorneys' fees and costs, Class Representative's service payment, and claims administration expenses	At least 160 Days after preliminary approval
Class Counsel's attorneys' fees and costs as ordered by the Court shall be paid	21 Days after the Effective Date
Distribution of Vouchers and Alternative Cash Payments shall commence to Authorized Claimants	Within thirty (30) Days of provision of the Final List of Authorized Claimants

8.3. If the Court does not preliminarily or finally approve the proposed Settlement contemplated by and embodied in this Agreement, then this Agreement shall terminate and be of no force or effect, unless the Parties voluntarily agree to modify this Agreement in the manner necessary to obtain Court approval. If the Court has given preliminary approval to the proposed Settlement but has not finally approved the proposed settlement by March 24, 2026, the parties agree to file a written stipulation with the Court no later than March 27, 2026, to extend to and through July 2, 2026, the time within which this Action must be brought to trial pursuant to California Civil Procedure Code § 583.330.

9. Procedures for Making Objections to the Settlement

9.1 Any Class Member who did not previously request exclusion from the Class may object to any of the terms of the settlement. Any objection to the settlement must be in writing and be timely delivered to the Settlement Administrator to be considered by the Court. Any Class Member who desires to make an objection to the settlement must deliver the objection to the Settlement Administrator. The objection will be timely only if received no later than one hundred ten (110) Days after the date of the Court's issuance of the Preliminary Approval Order.

9.2 Any written objections must state: (i) the name of the Action, "*Miley v. Belkin International, Inc.*"; (ii) the full name, address and telephone number of the objector; (iii) proof of the objector's membership in the Class in the form of a statement made under penalty of perjury; (iv) a statement of each objection; and (v) a written brief detailing the specific reasons, if any, for each objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection(s). The objection should also state whether or not the objector intends to appear at the hearing on final approval of settlement personally or through counsel. The objector may choose to submit any documents that the objector wishes to be considered in connection with the objection.

9.3 If a Class Member retains separate counsel to represent him, her or they in connection with the Settlement and that attorney intends to appear at the Final Approval Hearing, the attorney must file with the Court a notice of appearance by the deadline to submit objections.

9.4 Any Class Member who objects to the Settlement must consent to giving a deposition conducted by the Parties. The Class Member must make himself or herself available for the deposition within 21 days after his or her objection is received by the Settlement Administrator. Any Class Member who fails to give the deposition permitted under this paragraph may not proceed with his

or her objection, and that objection will be deemed withdrawn. The transcript and any recording of the deposition may be used in any manner and for any purpose, so long as the purpose is connected with this Action.

9.5 Class Counsel shall file with the Court any objections received from the Settlement Administrator with the final approval motion papers. The Court will permit any Class Member and the attorneys for any Class Member to appear and speak at the hearing on final approval of the settlement even if the Class Member has not submitted a written objection. If any objection is overruled or denied, the objecting Class Member will be bound by the Judgment as if he, she, or they had not objected.

9.6 Any objector to the Settlement may submit a timely and valid Claim Form. Any person who has requested exclusion from the Class may not object. Any Class Member who has not filed an objection in accordance with the deadlines and other specifications set forth in this Settlement and the Settlement Class Notice may be deemed to have waived any objections to the Settlement. The Court retains final authority with respect to consideration and admissibility of objections.

10. Final Approval and Judgment.

10.1 After the Court's issuance of a Preliminary Approval Order approving the settlement and the provision of notice to the Class as forth above, the Parties shall take all necessary steps to obtain final approval of the settlement from the Court and to thereafter effectuate the settlement, including entry of the Final Approval Order and the Judgment in the Action, addressing any appellate issues, and obtaining any necessary further orders from the Court. The final approval hearing shall take place no less than one hundred sixty (160) Days after entry of the Court's Order granting preliminary approval of the settlement.

10.2 Class Counsel shall file any papers supporting its request for attorneys' fees and costs, Class Representative's service payment, and Settlement Administrator's expenses, with the Court

no later than eighty (80) Days after the date of the Court's issuance of the Preliminary Approval Order. Class Counsel shall file a motion for final approval of the settlement no later than one hundred forty (140) Days after the date of the Court's Order granting preliminary approval of the settlement.

10.3 In the event any objections to the settlement are served, including any objections to the requested attorneys' fees and costs or Class Representative's service payment, the Parties, either individually or jointly, may file a response to such objections no later than one hundred fifty (150) Days after the date of the Court's Order granting preliminary approval of the settlement.

10.4 As part of the process of obtaining final approval of the settlement, the proposed Final Approval Order (**Exhibit G**) and separate Judgment (**Exhibit H**) shall be submitted to the Court with the Motion for Preliminary Approval of the settlement. At the time of the final hearing by the Court, and if the Court provides final approval of the settlement, the Parties shall request that the Court execute and enter the mutually-agreed upon Final Approval Order and separate Judgment.

11. Compensation to Authorized Claimants.

Within thirty (30) Days of provision of the Final List of Authorized Claimants, and following the Effective Date, the Settlement Administrator shall promptly commence distribution of the Voucher or Alternative Cash Payment to the Authorized Claimants, to be completed no later than sixty (60) Days after commencement.

12. Release, Waiver, and Covenant Not to Sue.

12.1 Upon entry of the Judgment and following funding of the Settlement (meaning all approved settlement monies and Voucher codes are provided by Defendant to the Settlement Administrator), Class Representative, for herself and on behalf of each member of the Class who has not submitted a valid and timely request for exclusion from the Class, and her respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall be deemed to have, and by operation of

the Judgment shall have, fully, finally and irrevocably released Defendant and, whether or not specifically named herein, each of its past or present directors, officers, employees, agents, shareholders, members, investors, insurers, reinsurers, attorneys, advisors, consultants, representatives, partners, the affiliates identified specifically here: Foxconn Interconnect Technology, related companies, parents, subsidiaries, joint venturers, independent contractors, service providers, vendors, divisions, predecessors, successors, and assigns, from any and all liabilities, claims, causes of action, damages, penalties, costs, attorneys' fees, losses, or demands, whether known or unknown, existing or potential, suspected or unsuspected, that as of the Effective Date, (1) were or could have been asserted in the Action, based on, arising out of, or reasonably relating to, the claims in the Complaint involving Defendant's alleged representations or omissions concerning the output capacity of Belkin power banks, including but not limited to representations of "mAh"; and/or (2) arise out of the institution, prosecution, assertion, defense, settlement, or resolution of the Action (collectively, the "Released Claims"). Excluded from Released Claims are any and all claims for personal injury and/or wrongful death.

12.2 In addition, the Class Representative, for herself only and not on behalf of the members of the Class, hereby fully, finally and irrevocably releases Defendant and, whether or not specifically named herein, each of its past or present directors, officers, employees, agents, shareholders, members, investors, insurers, reinsurers, attorneys, advisors, consultants, representatives, partners, affiliates, related companies, parents, subsidiaries, joint venturers, independent contractors, service providers, vendors, divisions, predecessors, successors, and assigns, from any and all liabilities, claims, causes of action, damages, penalties, costs, attorneys' fees, losses, or demands, whether known or unknown, existing or potential, suspected or unsuspected, of any kind or nature whatsoever

12.3 By operation of the entry of the Judgment, the Class Representative, on behalf of herself only and not on behalf of members of the Class, agrees to and does waive any and all provisions,

rights and benefits, which she now has or in the future may have conferred to her by section 1542 of the California Civil Code (“Section 1542”) or any comparable statutory or common law provision of any other jurisdiction. Section 1542 reads as follows:

Certain Claims Not Affected by General Release: 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.

12.4 Except for proceedings to enforce the terms of this Settlement Agreement, upon entry of Judgment, the Class Representative, for herself and on behalf of each member of the Class, shall be deemed to have, and by operation of the Judgment shall have agreed not to file, maintain, cause or knowingly permit the filing or maintenance of any lawsuit, administrative action, or other proceeding, in any state, federal or foreign court, or before any local, state, federal or foreign administrative agency, or any other tribunal, any claims released under this Agreement.

13. No Admission of Liability.

13.1 The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or an acknowledgment or admission by any Party of any fault, liability or wrongdoing of any kind whatsoever.

13.2 Neither the Agreement, nor any act performed or document executed pursuant to or in furtherance of the Agreement or the settlement, is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim made by the Class Members, Class Counsel, or anyone else.

14. Collateral Attack and *Res Judicata*.

14.1 This Agreement shall not be subject to collateral attack by any Class Member or any recipient of the Class Notice after the Judgment is entered. Such prohibited collateral attacks shall include but are not limited to claims that the procedures for claims administration were incorrect, or that the Class Member failed for any reason to receive timely notice of the procedure for submitting a Claim Form or requesting exclusion from the class.

14.2 To the extent permitted by law, the Agreement and/or Judgment may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Agreement. Any Defendant may file this Agreement and/or the Judgment in any action that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

15. Non-Evidentiary Use.

Except as provided herein, neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, Class Members, or their respective counsel in the Action or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize the settlement and this Agreement.

16. Nullification.

16.1 If any of the following occurs: (a) the Court should for any reason deny with prejudice preliminary approval of the settlement; or (b) the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties; or (c) the Court should for any reason fail to enter the

Final Approval Order and/or the Judgment; or (d) the Judgment is reversed, modified, or declared or rendered void; or (e) Defendant terminates this Agreement for reasons permitted herein, then: (i) this Agreement shall be considered null and void, notwithstanding the severability clause in this Agreement, (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (iii) Class Representative and Class Counsel shall make repayment of any payments or disbursements they received in connection with this Settlement and/or Agreement, and (iv) the Parties will return to their respective positions of March 31, 2025.

16.2 In the event of a timely appeal from the Judgment, the Judgment shall be stayed, the fees and reimbursement of expenses to Class Counsel shall not be paid, and the Vouchers and Alternative Cash Payments shall not be distributed to Authorized Claimants pending the completion of the appeal.

17. Extensions of Time.

Unless otherwise ordered by the Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement. If the time to do or complete any act in the Agreement falls on a weekend or holiday, then that time shall be extended until the next court day.

18. Integration.

This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided herein.

19. Construction and Intent.

19.1 This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. This Agreement has been negotiated at arms-length, and drafted jointly by Class Counsel and Defense Counsel. Each of the Parties has had full

opportunity to review and consider the contents of this Agreement, has read and fully understands the provisions of this Agreement, and has relied on the advice and representation of legal counsel of her or its own choosing. In the event that a dispute arises with respect to this Agreement, no Party shall assert that any other Party is the drafter of this Agreement, for purposes of resolving ambiguities that may be contained herein. If any provision of this Agreement shall be deemed ambiguous, such provision shall not be construed against any Party on the basis of the identity of the purported drafter of this Agreement.

19.2 The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action.

19.3 The Parties agree that the Agreement was negotiated in good faith by the Parties.

19.4 The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute part of this Agreement.

19.5 As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

20. Governing Law.

The Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, without regard to the principles thereof regarding choice of law. The sole and exclusive forum for resolution of any disputes arising under or related to this agreement shall be the state courts located in the County of Los Angeles, California.

21. Survival of Warranties and Representations.

The warranties and representations of this Agreement are deemed to survive the date of execution hereof.

22. Representative Capacity.

Each person executing this Agreement in a representative capacity represents and warrants that he or she is empowered to do so.

23. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. The Agreement may be executed by facsimile or scanned signature. Signatures may be obtained electronically via DocuSign, AdobeSign, or similar service.

24. Cooperation of the Parties.

24.1 The Parties acknowledge that it is their intent to consummate this Agreement and agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Agreement. Specifically, the Parties to this Agreement agree to prepare and execute all documents, to seek Court approvals, reasonably defend Court approvals, and to do all things reasonably necessary to complete the settlement described in this Agreement. Further, the Parties will comply in good faith with the terms and conditions of the Agreement.

24.2 Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, a representative of Class Counsel and a representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

25. Severability.

If any portion, provision, or part of this Agreement is held, determined or judged to be invalid, unenforceable, or void, for any reason whatsoever, each such portion, provision, or part shall be severed

from the remaining portions, provisions, or parts of this Agreement and shall not affect the validity or enforceability of such remaining portions, provisions, or parts, unless doing so would deprive a Party of a benefit of its bargain.

26. Notices.

26.1 All notices and documents to Class Counsel and Defense Counsel provided for herein shall be sent via e-mail in portable document format (pdf) or, if too large to send in that format, by U.S. Mail with an e-mail providing notice that such materials are being sent in by U.S. Mail as follows:

Class Counsel:

William F. Cash III
Levin, Papantonio, Proctor, Buchanan, O'Brien, Barr & Mougey, P.A.
bcash@levinlaw.com
316 S. Baylen Street Suite 600
Pensacola, Florida 32502

Defense Counsel:

Edward Totino & Nancy Sims
Baker & McKenzie LLP
10250 Constellation Blvd., Suite 1850
Los Angeles, California 90067

26.2 Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other documents received as a result of notice to the Class.

27. Modification and Amendment.

This Agreement may be amended or modified only by a written instrument signed by the Parties' counsel and approved by the Court.

28. Binding on Successors and Assigns.

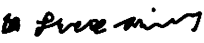
The Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

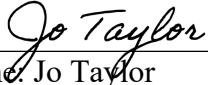

29. Court to Retain Jurisdiction.

Notwithstanding the entry of Judgment, the Court shall retain jurisdiction of the Action until such time as the Court determines that the settlement is fully consummated according to the terms and conditions of this Agreement, pursuant to California Code of Civil Procedure § 664.6 and California Rule of Court, rule 3.769(h).

All of the foregoing is agreed to as of the date of the last signature below.

[SIGNATURES ON FOLLOWING PAGE]

<p><u>Named Plaintiff</u></p> <p></p> <p><small>Lenore Miley (Oct 17, 2025 12:29:14 PDT)</small></p> <hr/> <p>Lenore Miley</p> <p>Dated: <u>Oct 17, 2025</u></p>	<p><u>For Belkin International, Inc.</u></p> <hr/> <p>Name: Jo Taylor</p> <p>Title: Chief Legal Officer</p> <p>Date: _____</p>
<p>As to form:</p> <p><i>Counsel for Plaintiff and the Settlement Class</i></p> <p>William F. Cash III LEVIN, PAPANTONIO, PROCTOR, BUCHANAN, O'BRIEN, BARR & MOUGEY, P.A.</p> <p>Dated: _____</p>	<p>As to form:</p> <p><i>Counsel for Belkin International, Inc.</i></p> <p>Nancy Nguyen Sims BAKER & MCKENZIE LLP</p> <p>Dated: _____</p>

<p><u>Named Plaintiff</u></p> <p>_____</p> <p>Lenore Miley</p> <p>Dated: _____</p>	<p><u>For Belkin International, Inc.</u></p> <p></p> <p>_____ Name: Jo Taylor</p> <p>Title: Chief Legal Officer</p> <p>Date: <u>October 20, 2025</u></p>
<p>As to form:</p> <p><i>Counsel for Plaintiff and the Settlement Class</i></p> <p>William F. Cash III LEVIN, PAPANTONIO, PROCTOR, BUCHANAN, O'BRIEN, BARR & MOUGEY, P.A.</p> <p>Dated: _____</p>	<p>As to form:</p> <p><i>Counsel for Belkin International, Inc.</i></p> <p></p> <p>Nancy Nguyen Sims BAKER & MCKENZIE LLP</p> <p>Dated: <u>October 20, 2025</u></p>

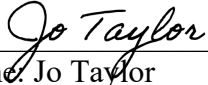

<p><u>Named Plaintiff</u></p> <p>_____</p> <p>Lenore Miley</p> <p>Dated: _____</p>	<p><u>For Belkin International, Inc.</u></p> <p></p> <p>_____ Name: Jo Taylor</p> <p>Title: Chief Legal Officer</p> <p>Date: <u>October 20, 2025</u></p>
<p>As to form: /s/ Bill Cash III</p> <p><i>Counsel for Plaintiff and the Settlement Class</i></p> <p>William F. Cash III LEVIN, PAPANTONIO, PROCTOR, BUCHANAN, O'BRIEN, BARR & MOUGEY, P.A.</p> <p>Dated: <u>20 October 2025</u></p>	<p>As to form:</p> <p><i>Counsel for Belkin International, Inc.</i></p> <p></p> <p>Nancy Nguyen Sims BAKER & MCKENZIE LLP</p> <p>Dated: <u>October 20, 2025</u></p>

EXHIBIT LIST

- A Claim Form
- B Website Notice
- C E-Mail Notice
- D Mailed Notice
- E Media Notice
- F [Proposed] Preliminary Approval Order
- G [Proposed] Final Approval Order
- H [Proposed] Judgment

EXHIBIT A

POWER BANK CASE SETTLEMENT CLAIM FORM

Lenore Miley v. Belkin International, Inc.
Superior Court of the State of California, County of Los Angeles
Case No. 20STCV00033 (the "Action")

USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS

YOUR CLAIM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [DATE]

INSTRUCTIONS

If you purchased a Belkin power bank between January 2, 2016, and April 16, 2024, while located in California, you are a member of the Settlement Class and are eligible to complete this Claim Form to receive compensation in the form of a Voucher worth \$5.00 on Belkin's website (www.belkin.com) or an Alternative Cash Payment worth \$2.00 (you can make your selection below).

Please read the Claim Form carefully and answer all of the questions. Failure to provide the required information could result in a denial of your Claim.

Please type or legibly print all requested information, in blue or black ink. This Claim Form can be submitted online at www.MileyClassActionSettlement.com or completed and postmarked to the address below by [Date]:

Settlement Claims Administrator
P.O. Box 54668
Irvine, CA 92619
1-800-355-0700
www.MileyClassActionSettlement.com

Please note that you may make only one claim, regardless of the number of Belkin power banks you purchased.

Further note that you do not need to complete this form if you received a mail or email notice for this Settlement containing a claim number.

I. Your Name and Address

Please clearly print or type your information in the spaces below:

First Name: _____ MI: _____ Last Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____ Phone Number (optional): _____

II. Information regarding Your Belkin Power Bank Purchase

Model name and/or number of product: _____

Approximate date of purchase: _____

Questions? Call 1-800-355-0700 or visit www.MileyClassActionSettlement.com

Name of the retailer from which purchase was made: _____

How was the purchase made (i.e., in-store, online, or by phone)? _____

A receipt or other proof of purchase is required. Do you have a receipt or other proof of purchase?

Yes _____ No _____ [If yes, please submit a copy of the receipt or other proof of purchase.]

III. Form of and Method of Payment

Please select whether you would prefer a \$5.00 Voucher redeemable for a one-time purchase on www.belkin.com **or** a \$2.00 Alternative Cash Payment. If you choose to receive a \$2.00 Alternative Cash Payment, please also select your preferred method of payment and provide any relevant information requested for us to transfer you that payment. You may not choose both forms of payment.

☐ **Voucher** – I elect to receive a \$5.00 Voucher redeemable for a one-time purchase on www.belkin.com; **OR**,

☐ **Alternative Cash Payment** – I elect to receive a \$2.00 Alternative Cash Payment by **one (1)** of the following means:

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile number associated with your account: _____ - _____ - _____

☐ **Zelle** - Enter the mobile number or email address associated with your account:

Mobile Number: _____ - _____ - _____ or

Email Address: _____

☐ **Physical Check** - Payment will be mailed to the address provided in Section I above.

IV. Certification

By my signature below, I certify under penalty of perjury to my best honest belief, that during the period from January 2, 2016, through April 16, 2024, while located in California, I purchased a power bank sold under the Belkin brand.

Dated: _____ / _____ / _____

Print Name

Signature

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Lenore Miley v. Belkin International, Inc.

Superior Court of the State of California, County of Los Angeles

Case No. 20STCV00033

**READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED**

If you purchased a Belkin power bank between January 2, 2016 and April 16, 2024, while located in California, a Settlement in this case may affect your rights and may entitle you to a one-time Voucher or Alternative Cash Payment.

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

- Belkin International, Inc. (“Defendant” or “Belkin”) has agreed to a settlement (“Settlement”) involving its power bank products sold in the State of California between January 2, 2016, and April 16, 2024 (the “Class Period”).
- The Settlement provides an opportunity to receive a one-time voucher in the amount of Five Dollars (\$5.00) (“Voucher”) that can be used to purchase items on Defendant’s website, www.belkin.com, or alternatively, a cash payment in the amount of Two Dollars (\$2.00) (“Alternative Cash Payment”) to resolve claims of alleged breach of warranty by Defendant relating to the milliamperere-hour (“mAh”) representations on the packaging and advertisements of its power banks. Defendant disputes the claims and contentions asserted by Lenore Miley, the plaintiff in this class action (hereinafter, “Plaintiff”), and expressly denies that it has violated or attempted to violate the law or breached any duties owed to Plaintiff or members of the Class.
- Your legal rights are affected whether you act or do not act. ***Read this notice carefully.***

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM BY [DATE]

If you wish to receive a Voucher or Alternative Cash Payment, read this Notice for information on how to file a claim. If you received an email or mailed notice of this settlement with an Unique ID #, you **do not** need to submit a claim to receive a Voucher. To receive an Alternative Cash Payment instead of a Voucher, you must submit an Exchange Request on the Settlement Website or by mail to the Settlement Administrator. If you did not receive an email or mailed notice with an Unique ID #, and you would like to receive a Voucher or Alternative Cash Payment, **you must** submit a Claim Form by [insert claim deadline].

You **will** be bound by the terms of the Settlement even if you do not submit a Claim Form. Submitting a Claim Form is the only way to receive a Voucher or Alternative Cash Payment if you did not receive a mail or email notice from the Settlement Administrator.

Object to the Settlement by [DATE]	<p>You may object to the Settlement by writing to the Court about why you do not like the Settlement. Even if you object, you remain part of the Settlement Class.</p> <p>Your objection should be submitted to the Settlement Administrator and postmarked by [DATE].</p>
Participate in the Hearing on [DATE]	<p>If you object, you or your attorney may speak in court to the judge about the Settlement at the Final Approval Hearing on [DATE]. Your objection should indicate whether you or your attorney wish to appear at the Final Approval Hearing.</p>
Do Nothing	<p>If you did not receive an email or mailed notice of this Settlement with a Unique ID #, and you do nothing with respect to this Notice, you will not receive any Voucher or Alternative Cash Payment, and you will be bound by the terms of the Settlement including the release of claims described below.</p>

The Court in charge of this case must still decide whether to grant final approval of the Settlement. Vouchers and Alternative Cash Payments will be issued if the Court grants final approval and after appeals, if any, are resolved. Please do not telephone the Court or its clerk's office to inquire about the Settlement or the process to submit a Claim Form. Such inquiries should be directed to the Settlement Administrator. Please be patient.

THESE RIGHTS AND OPTIONS, INCLUDING THE DEADLINES BY WHICH TO EXERCISE THEM, ARE EXPLAINED IN THIS NOTICE BELOW

Why did I get a notice?

A Court has authorized this notice because you have a right to know about the proposed Settlement and your options before the Court decides whether to “finally approve” the Settlement. This notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. If you purchased a Belkin power bank between January 2, 2016, and April 16, 2024, while located in California, you qualify as a Class Member under the Settlement. If you received this notice via email or mail, it is because records made available to the Settlement Administrator indicate that you may have purchased one of Defendant’s power banks in the State of California during the Class Period.

The Honorable Carolyn B. Kuhl (the “Judge”) of the Superior Court of California, County of Los Angeles, is overseeing this class-action lawsuit, entitled *Miley v. Belkin International, Inc.*, Case No. 20STCV00033 (the “Lawsuit”). Lenore Miley, the Plaintiff, is the person who has made the allegations against Defendant.

What is the Case About?

Plaintiff alleges that Defendant breach a warranty by misrepresenting the mAh numbers listed on the packaging and advertisements of its power banks because the mAh number Defendant used referred to the size of the power bank’s internal battery and not the amount of power the power bank was able to deliver. Defendant disputes the claims and contentions asserted by Plaintiff in this class action and expressly denies that it has violated or attempted to violate the law or breached any warranty to Plaintiff or members of the Class.

Why is This a Class Action?

In a class action, one or more persons, called “class representatives” asserts claims on behalf of people who have similar claims. All of these people are the “Class” or “Class Members.” One court resolves issues for all Class Members, except for those who exclude themselves from (or “opt out” of) the Settlement. The Class Representative in this Lawsuit is the Plaintiff identified above. The Class Representative and her attorneys believe that the Settlement is best for all Settlement Class Members.

Am I a Class Member?

The Court has preliminarily approved a class action for settlement purposes only. You are a Class Member and eligible to submit a Claim Form if you fit the following description:

All consumers who purchased any Belkin power bank in California between January 20, 2016, and April 16, 2024.

Excluded from the Class are any of Belkin’s officers, directors, or employees; officers, directors, or employees of any entity in which Belkin currently has or has had a controlling interest; and Belkin’s legal representatives, heirs, successors, and assigns.

If you received a notice of this proposed settlement by email or mail, the Parties have records indicating that you are a member of the Class. You might be a member even if you did not receive notice by email or mail.

Why is There a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, the Parties have agreed to this Settlement to avoid further expense, inconvenience, distractions and uncertainties of burdensome and protracted litigation. The Court has not found that Defendant broke any laws or did anything wrong, and the Judge did not decide which

side was right. The Class Representative and her attorneys believe the Settlement is fair and reasonable for the Settlement Class.

What Can I Get From The Settlement?

Each Class Member may receive either a one-time Voucher in the amount of Five Dollars (\$5.00) that can be used towards a single transaction on Defendant's website (www.belkin.com) up to one (1) year from the date of issuance or, alternatively, a one-time payment of Two Dollars (\$2.00). Defendant also will implement changes to the product packaging of its power banks indicating that the mAh number is associated with the internal battery, not the power bank's output.

You may make only one claim, regardless of the number of Belkin power banks you purchased during the period from January 2, 2016, through April 16, 2024. **Please note that the Settlement Administrator may use available records to investigate the accuracy of claims.**

What Do I Need to Do To Receive a Settlement Payment?

If you received email notice or mail notice of this Settlement with an Unique ID #, you do not need to do anything to receive a \$5.00 Voucher. To receive an Alternative Cash Payment instead of an automatic Voucher, you must submit an Exchange Request on the Settlement Website (www.MileyClassActionSettlement.com) or by mail to the Settlement Administrator. A printable version of the Exchange Request will be made available on the Settlement Website.

If you did not receive email notice or mail notice with a claim number, you must submit a Claim Form on the Settlement Website or complete a Claim Form and return it to the Settlement Administrator by mail no later than [DATE]. You are required to provide proof of purchase with your Claim Form, such as a receipt or any document issued by a retailer or Belkin that shows that the product was sold to the purchaser. You may obtain a hard copy Claim Form from the Settlement Website, www.MileyClassActionSettlement.com, by calling [insert], or by writing to the Settlement Administrator at [address]. You also may submit a completed Claim Form online at the Settlement Website, [insert]. Claim Forms provide Class Members with an option to receive a Voucher or Alternative Cash Payment, so there is no need to submit both a Claim Form and Exchange Request unless you choose to change the form of payment indicated on the Claim Form before [date].

If you move or change your email address after you receive the class notice or after submitting a claim, please update your mailing address or email address on the Settlement Website or contact the Settlement Administrator to do so.

What Am I Giving Up to Get Settlement Benefits or Stay In the Class?

As a Class Member, you will be bound by the terms of the Settlement and all of the Court's orders. This means that you cannot sue or be part of any other lawsuit against Defendant or its related parties about the issues in this case. Being a Class Member also means that you agree to the following release of claims, which describes the legal claims that you give up:

Release by the Settlement Class. Upon entry of the Judgment and following funding of the Settlement, Class Representative, for herself and on behalf of each member of the Class who has not submitted a valid and timely request for exclusion from the Class, and her respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall be deemed to have, and by operation of the Judgment shall have, fully, finally and irrevocably released Defendant and, whether or not specifically named herein, each of its past or present directors, officers, employees, agents, shareholders, members, investors, insurers, reinsurers, advisors, consultants,

representatives, partners, the affiliates identified specifically here: Foxconn Interconnect Technology, related companies, parents, subsidiaries, joint venturers, independent contractors, service providers, vendors, divisions, predecessors, successors, and assigns, from any and all liabilities, claims, causes of action, damages, penalties, costs, attorneys' fees, losses, or demands, whether known or unknown, existing or potential, suspected or unsuspected, that as of the Effective Date, that (1) were or could have been asserted in the Action, based on, arising out of, or reasonably relating to, the claims in the Complaint involving Defendant's alleged representations or omissions concerning the output capacity of Belkin power banks, including but not limited to representations of "mAh"; and/or (2) arise out of the institution, prosecution, assertion, defense, settlement, or resolution of the Action (collectively, the "Released Claims"). Excluded from Released Claims are any and all claims for personal injury and/or wrongful death.

When Can I Expect To Receive My Settlement Payment?

The Court will hold a hearing on [date], to decide whether to give final approval to the Settlement. You will be kept informed of the progress of the Settlement through the dedicated Settlement Website at www.MileyClassActionSettlement.com. Settlement Payments will be issued after the Court gives final approval to the settlement and any appeals are concluded. Please be patient.

Can I Sue Defendant for the Same Thing Later?

As a Class Member, you give up any right to sue Defendant and/or any of the released parties for the claims that this Settlement resolves. If you have a pending lawsuit covering these same claims, speak to your lawyer in that case immediately.

Do I Have a Lawyer in the Case?

Yes. The Judge has appointed the following attorney ("Class Counsel") to represent you and other Class Members in this class action settlement:

William F. Cash III
Levin, Papantonio, Proctor, Buchanan, O'Brien, Barr & Mougey, P.A.
bcash@levinlaw.com
316 S. Baylen Street Suite 600
Pensacola, Florida 32502

You will not be charged for this attorney. If you want to be represented by your own lawyer, you may hire one at your own expense.

How Will the Lawyers, Class Representatives, and Settlement Administrator Be Paid?

Class Counsel will ask the Court to approve payment in the total amount of \$300,000 in combined attorneys' fees and litigation costs. The fees would pay Class Counsel for investigating the facts, litigating the case, negotiating the settlement, and following through to make sure that its terms are carried out. Class Counsel also will ask the Court to approve a payment of \$5,000 to the Plaintiff for her service as Class Representative. The Court may award less than these amounts, in which case, the remainder that is not awarded as fees and costs shall be allocated to the Settlement Administrator's fees and costs or as part of the Alternative Cash Payments to the Class, as ordered by the Court. Additionally, all fees, costs, and expenses incurred by the Settlement Administrator shall be paid by Defendant within a reasonable amount of time and after they have been reviewed and approved by counsel for Defendant. These amounts will be paid by Defendant separate and apart from any payments to the Class. Class Counsel will file with the Court its motion for award of attorneys' fees, litigation costs, administration costs and Class Representative's service payment no later than [date]. After that date, you may view the motion on the Settlement Website.

How Do I Tell the Court That I Don't Like the Settlement?

Any Class Member can object to the Settlement. An objection to the Settlement must be in writing and be timely delivered to the Settlement Administrator to be considered by the Court. A written objection must state (i) the name of the Lawsuit, "*Miley v. Belkin International, Inc.*"; (ii) the full name, address and telephone number of the objector; (iii) proof of the objector's membership in the Class in the form of a statement made under penalty of perjury; (iv) a statement of each objection; and (v) a written brief detailing the specific reasons, if any, for each objection, including any factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection(s). The objection should also state whether or not the objector intends to appear at the hearing on final approval of settlement personally or through counsel. The objector may choose to submit any documents that the objector wishes to be considered in connection with the objection.

Objections must be mailed or otherwise served on the Settlement Administrator at the following addresses:

Settlement Administrator:

[INSERT ADDRESS]

Objections must be postmarked or delivered by [insert date] to be considered timely.

Note that, if you retain separate counsel to represent you in connection with the Settlement, and that attorney intends to appear at the Final Approval Hearing, that attorney must file with the Court a notice of appearance by [date].

Further note that, if you object to the Settlement, you must consent to having your deposition testimony taken by the parties to this class action. You must make yourself available for the deposition within twenty-one (21) days after the objection is received by the Settlement Administrator. Failure to provide deposition testimony may lead to your objection to be deemed withdrawn.

When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a final approval hearing regarding the settlement at [time] on [date] at Courtroom 12 of the Superior Court of the State of California, County of Los Angeles located at 312 North Spring Street, Los Angeles, CA 90012. At that hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who ask to speak at the hearing. The Court also will decide how Class Counsel and the Class Representative should be paid. After the hearing, the Court will decide whether to approve the settlement. Class Counsel does not know how long those decisions will take.

The final approval hearing date, time or location may be changed without further notice. Any change to the final approval hearing date, time or location will be posted on the Settlement Website, www.MileyClassActionSettlement.com.

Do I Have to Come to the Hearing?

No. Class Counsel will answer questions the Court may have. You are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submit your written objection on time, the Court will consider it. You also may have your own lawyer attend at your own expense, but doing so is not necessary. You may ask the Court for permission to speak at the final approval hearing.

What Happens if I Do Nothing At All?

If you do nothing, you will remain in the Class and will be bound by the terms of the Settlement and all of the Court's orders and judgment, including the Release. This also means that, unless you received an email notice or mail notice of this Settlement with a claim number, you will not receive any Settlement benefits and cannot sue or be part of any other lawsuit against Defendant or the other released parties pertaining to the issues in this case.

Are There More Details About the Settlement?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the Settlement Agreement. You can get a copy of the Settlement Agreement and other case documents through the Settlement Website, www.MileyClassActionSettlement.com, by calling 1-8XX-XXX-XXXX, or by writing to the Settlement Administrator at [address]. You also can contact Class Counsel:

William F. Cash III
Levin, Papantonio, Proctor, Buchanan, O'Brien, Barr & Mougey, P.A.
bcash@levinlaw.com
316 S. Baylen Street Suite 600
Pensacola, Florida 32502

You should check the Settlement Website regularly for updates on the Lawsuit, including the Settlement, the approval process of the Settlement, the scope and terms of the Settlement Class and the scope and terms of the Settlement. You may also wish to check the Court's Register of Actions by going to <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information>, selecting Civil Case Access, inserting "20STCV00033" in the "CASE NUMBER" field, and clicking "SEARCH."

You may obtain Court records (for a fee) by visiting the office of the Clerk of the Superior Court of California, County of Los Angeles, located at 312 North Spring Street, CA 90012, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays. Appointments are strongly encouraged for Clerk's office services.

En el sitio web, www., hay una notificación completa del acuerdo en Español.

PLEASE DO NOT CALL THE COURT, THE COURT CLERK'S OFFICE, DEFENDANT, OR DEFENDANT'S COUNSEL WITH ANY QUESTIONS RELATED TO THE SETTLEMENT.

EXHIBIT C

SUMMARY NOTICE OF CLASS ACTION SETTLEMENT

If, between January 2, 2016 and April 16, 2024, you purchased a Belkin power bank in California, you could get benefits from a proposed class action settlement.

A proposed class action settlement has been reached in a lawsuit called *Lenore Miley v. Belkin International, Inc.*, Superior Court for the State of California County of Los Angeles, Case No. 20STCV00033. The lawsuit against Defendant Belkin International, Inc. ("Defendant") has been certified as a class action for an alleged breach of express warranty. Specifically, the Complaint alleges that Defendant misrepresented the "mAh" numbers listed on the packaging and advertisement of its power banks because the mAh number Defendant used referred to the size of the power bank's internal battery and not the amount of power the power bank was able to deliver. Defendant has denied the claims and asserts that it did not breach any warranty to Plaintiff or members of the Class. However, Defendant and the Class Representative have agreed to settle the dispute to avoid the uncertainty and costs of litigation.

Under the Settlement, each authorized Class Member may receive a Voucher in the amount of Five Dollars (\$5.00) that can be used to purchase items at Defendant's website, www.belkin.com. In lieu of a Voucher, authorized Class Members may elect to receive a one-time cash payment of Two Dollars (\$2.00). Defendant will pay up to \$300,000 to Class Counsel for combined attorneys' fees and costs, up to \$5,000 to Class Representative as a service award, and reasonable settlement administration expenses. Defendant will also make changes to its product packaging.

This notice is only a summary. You may obtain more complete information by visiting www.MileyClassActionSettlement.com, writing to the address at the bottom of this notice, or by calling the Settlement Administrator at 1-800-355-0700.

What are my legal rights?

- If you received this email, records show you are a member of the Settlement Class. To receive settlement compensation in the form of Voucher, you do not need to do anything. If the Court grants final approval of the settlement, you will receive an e-mail with the \$5.00 Voucher (in the form of a code). If you instead wish to receive the Alternative Cash Payment of \$2.00, you must complete and submit a timely Exchange Request form online or make that request by mail to the Settlement Administrator using your Unique ID # _____ by [insert date]. An Exchange Request form is available for download on the settlement website.
- Whether or not you submit a claim, if the Court approves the settlement, you will be bound by all of the Court's orders including the judgment.
- If you wish to object to the settlement, you must do so by mailing your objection to the Administrator postmarked by [insert date]. Visit the Settlement Website for more information.
- The Court will hold a final fairness hearing regarding the settlement on ____, 202__, at ____ in Courtroom 12 of the Superior Court of the State of California County of Los Angeles, located at 312 North Spring Street, Los Angeles, California, 90012. Please check the settlement website for updated information.

**Settlement Claims Administrator
P.O. Box 54668
Irvine, CA 92619
1-800-355-0700
www.MileyClassActionSettlement.com**

En el sitio web, [www. MileyClassActionSettlement.com](http://www.MileyClassActionSettlement.com), hay una notificación completa del acuerdo en Español.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE

EXHIBIT D

SUMMARY NOTICE OF CLASS ACTION SETTLEMENT

If, between January 2, 2016 and April 16, 2024, you purchased a Belkin power bank while located in California, you could get benefits from a class action settlement.

A proposed class action settlement has been reached in a lawsuit called *Lenore Miley v. Belkin International, Inc.*, Superior Court for the State of California County of Los Angeles, Case No. 20STCV00033. The lawsuit against Defendant Belkin International, Inc. ("Defendant") has been certified as a class action for an alleged breach of express warranty. Specifically, the Complaint alleges that Defendant misrepresented the "mAh" numbers listed on the packaging and advertisement of its power banks because the mAh number Defendant used referred to the size of the power bank's internal battery and not the amount of power the power bank was able to deliver. Defendant has denied the claims and asserts that it did not breach any warranty to Plaintiff or members of the Class. Nonetheless, Defendant and the Class Representative have agreed to settle the dispute to avoid the uncertainty and costs of litigation.

Under the Settlement, each authorized Class Member may receive a Voucher in the amount of Five Dollars (\$5.00) that can be used to purchase items at Defendant's website, www.belkin.com. In lieu of a Voucher, authorized Class Members may elect to receive a one-time cash payment of Two Dollars (\$2.00). Defendant will pay up to \$300,000 to Class Counsel for combined attorneys' fees and costs, up to \$5,000 to Class Representative as a service award, and reasonable settlement administration expenses. Defendant will also make changes to its product packaging.

This notice is only a summary. You may obtain more complete information by visiting www.MileyClassActionSettlement.com, writing to the Settlement Administrator, or by calling 1-800-355-0700.

What are my legal rights?

- Records show you may be a member of the Settlement Class. To receive a Voucher by mail, you do not need to submit a claim, as the Settlement Administrator has your mailing address. However, to receive a Voucher by email, you must provide your email address to the Settlement Administrator along with your Unique ID # _____. Alternatively, to receive a cash payment, you must submit a timely Exchange Request online or make that request by mail using your Unique ID # _____ by [insert date].
- Whether or not you submit a claim, if the Court approves the settlement, you will be bound by all of the Court's orders, including the judgment.
- If you wish to object to the settlement, you must do so by mailing your objection to the Settlement Administrator postmarked by [insert date]. Visit the Settlement Website for more information.
- The Court will hold a final fairness hearing regarding the settlement on ____, 202__, at ____ in Courtroom 12 of the Superior Court of the State of California County of Los Angeles, located at 312 North Spring Street, Los Angeles, California, 90012. Please check the Settlement Website for updated information.

Settlement Claims Administrator

P.O. Box 54668

Irvine, CA 92619

1-800-355-0700

www.MileyClassActionSettlement.com

EXHIBIT E

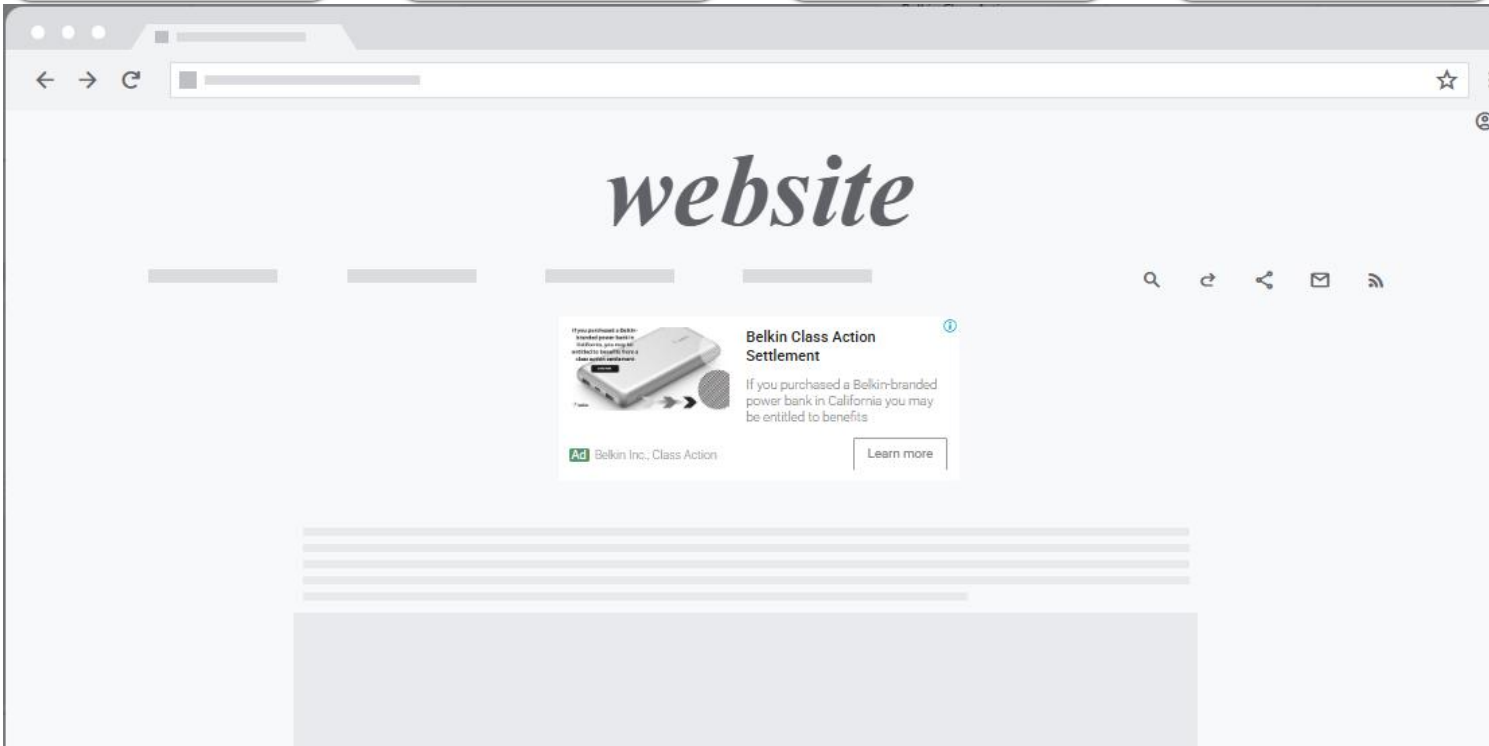
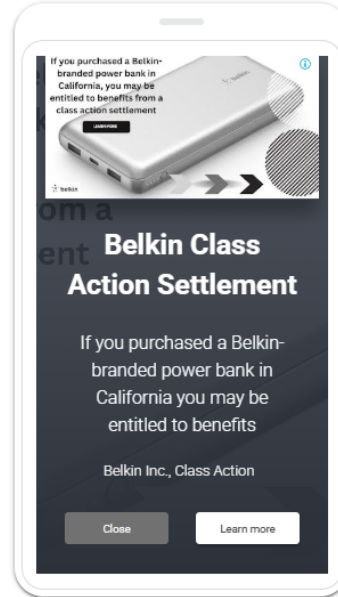
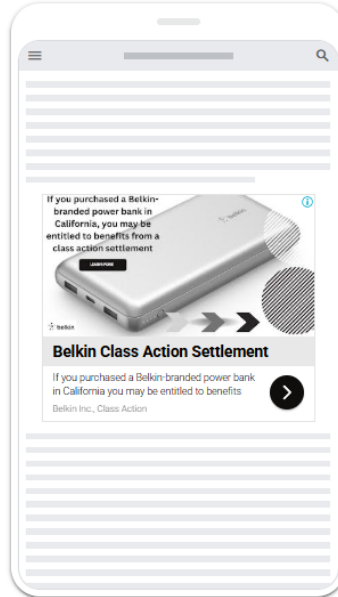
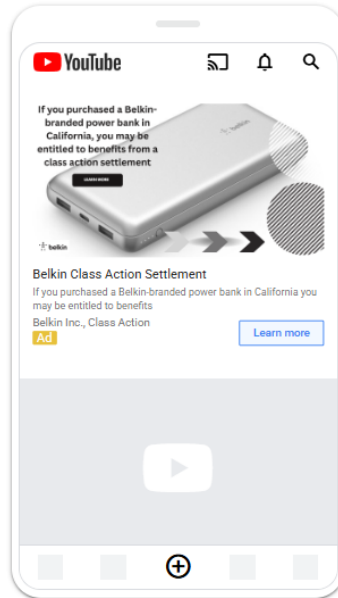
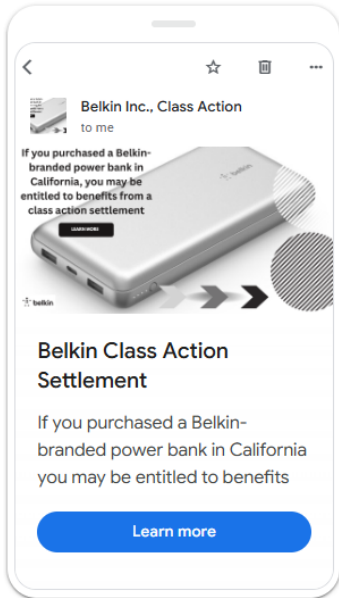


EXHIBIT F

1 William F. Cash III (*pro hac vice*)
2 LEVIN, PAPANTONIO, PROCTOR,
3 BUCHANAN, O'BRIEN, BARR &
4 MOUGEY, P.A.
5 316 South Baylen Street, Suite 600
6 Pensacola, FL 32502
7 Phone: 850-435-7059
8 Fax: 850-425-7020
9 Email: bcash@leviinlaw.com
10 *Attorney for Plaintiff*
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LENORE MILEY, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

BELKIN INTERNATIONAL, INC.,

Defendant.

CASE NO. 20STCV00033

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

Assigned for all purposes to:
The Honorable Carolyn B. Kuhl

Department: 12

1 The Motion for Preliminary Approval of Class Action Settlement (“Motion”) filed by
2 Plaintiff Lenore Miley (“Plaintiff”) came on for hearing in Courtroom 12 of the Superior Court of
3 California for the County of Los Angeles, the Honorable Carolyn B. Kuhl presiding. All parties
4 appeared by counsel of record.

5 Having fully reviewed and considered the Plaintiff’s Motion, the declaration of Plaintiff’s
6 counsel, the declaration of the settlement administrator, the Settlement Agreement and Release
7 (hereafter “Settlement Agreement”), the proposed E-Mail Notice, Mailed Notice, Class Notice
8 (long-form notice), Media Notice, and Claim Form, and the arguments of counsel presented to the
9 Court at the hearing of this Motion, and with GOOD CAUSE APPEARING, the Court hereby
10 rules as follows:

- 11 1. **Jurisdiction:** The Court has jurisdiction over the subject matter of the litigation,
12 the Plaintiff, the Defendant, and all Class Members.
- 13 2. **Approval of Motion:** The Court GRANTS preliminary approval of the terms and
14 conditions contained in the Settlement Agreement based on the Motion. The Court
15 finds that the terms of the Settlement Agreement are within the range of possible
16 approval at the final approval hearing. Unless otherwise provided in this Order, all
17 capitalized terms shall have the same meaning as set forth in the Settlement
18 Agreement. The Court also preliminarily finds that the Settlement Agreement was
19 negotiated at arm’s length by experienced counsel who were fully informed of the
20 facts and circumstances of the action and of the strengths and weaknesses of their
21 respective positions, including with the assistance of mediator Bruce A. Friedman
22 of JAMS.

- 23 3. **Class Definition:** On April 16, 2024, the Court certified the following class:

24 “All consumers who purchased any Belkin power bank in California
25 between January 2, 2016 and April 16, 2024.

26
27 Excluded from the Class are any of Belkin’s officers, directors, or
28 employees; officers, directors, or employees of any entity in which

Belkin currently has or has had a controlling interest; and Belkin's legal representatives, heirs, successors, and assigns."¹

For the purposes of this Order, the Court refers to the previously-certified class as the "Settlement Class" or "Class," and its members as "Class Members."

4. **Class Counsel:** The Court confirms the previous appointment of William F. Cash III of Levin, Papantonio, Proctor, Buchanan, O'Brien, Barr & Mougey, P.A. as Class Counsel, including now for Settlement purposes.
5. **Class Representative:** The Court confirms the previous appointment of Lenore Miley as Class Representative, including now for Settlement purposes.
6. **Appointment of Settlement Administrator:** The Court APPROVES the selection of Apex Class Action LLC as Settlement Administrator for purposes of this Settlement.
7. **Class Notice:** The Court APPROVES, as to form and content, the Claim Form, the Class Notice (long-form notice), the E-Mail Notice, Mailed Notice and Media Notice, which are attached to the Settlement Agreement as Exhibits A, B, C, D and E, respectively. The Court finds that the notice procedure set forth in the Settlement Agreement, which includes the publication of the Settlement Website, targeted media notice, electronic sending of the E-Mail Notice and, where appropriate, the U.S. Mail distribution of the Mailed Notice, constitutes the best notice practicable under the circumstances and is in full compliance with the laws of the State of California, California Rules of Court 3.766 and 3.769, the Constitutions of the United States of America and of California, and the requirements of due process and any other applicable laws. The Court further finds that the notice materials fully and accurately inform the Class Members of all material elements of the Settlement

¹ Class Members were previously afforded a reasonable opportunity to request exclusion from the Class. Accordingly, also excluded from the Class are all consumers who previously and validly requested exclusion from the Class.

1 Agreement, of each Class Member's right to submit a claim, and of each Class
2 Member's right to object to the settlement.

3 a. The Court DIRECTS the Parties to compile and, no later than 10 days after
4 the date of entry of this Order, provide to the Settlement Administrator the
5 Class List as described in the Settlement Agreement. Within this same time
6 period, Simpluris, Inc. is ordered to deliver to the Settlement Administrator
7 the Class List (including each Class Member's contact information,
8 excluding persons who previously requested exclusion from the certified
9 Class) that it utilized to provide notice by e-mail and/or mail to Class
10 Members following certification, along with information on any invalid e-
11 mails, research conducted to identify alternate contact information for those
12 Class Members, any subsequent efforts to provide notice to those Class
13 Members.

14 b. The Court DIRECTS the Settlement Administrator to electronically send, no
15 later than 30 days after the date of entry of this Order, the E-Mail Notice to
16 each e-mail address on the Class List that was previously determined by
17 Simpluris to be valid. In addition, within the same time period, the
18 Settlement Administrator shall send the Mailed Notice via U.S. Mail to the
19 mailing addresses of those persons on the Class List, whose e-mail addresses
20 were determined to be invalid, as provided in the Settlement Agreement.
21 Further, within the same time period, the Settlement Administrator shall
22 commence the Media Notice, to run for a period of thirty (30) days.

23 c. The Court DIRECTS the Settlement Administrator to publish the Settlement
24 Website on the Internet at the URL www.MileyClassActionSettlement.com
25 (or a similar name agreed upon by the Parties, if that one is not available)
26 ("Settlement Website") beginning no later than 30 days after the entry of this
27 Order. The Settlement Website shall set forth a summary of the terms of the
28 settlement, and shall state the means by which Class Members may

1 communicate with the Settlement Administrator (including, but not limited
2 to, the Settlement Administrator's business name, address, telephone
3 number, and e-mail address), instructions on how to submit a Claim Form
4 (both electronically and by mail) and the deadline associated with doing so,
5 instructions on how to object to the Class Action Settlement and the deadline
6 associated with objecting, and a toll-free telephone number which Class
7 Members may call to reach the Settlement Administrator for questions. The
8 Settlement Website also shall provide, free of charge, a viewable, printable
9 and downloadable copy, in PDF file format, of each of the following
10 documents: the Settlement Agreement and Release; the Complaint; the
11 Answer to the Complaint; this Order preliminarily approving the Class
12 Action Settlement; the Claim Form; and the Class Notice. The Settlement
13 Website shall remain active for at least 180 days after the Settlement
14 Effective Date.

15 d. The Settlement Administrator shall take reasonable actions in furtherance of
16 obtaining correct mailing address information for Class Members,
17 determining Class Members' payment amounts, receiving and processing
18 Class Member disputes, and objections, and other claims administration
19 functions, as are specified in the Settlement Agreement.

20 e. The Court DIRECTS non-party Amazon.com Services, LLC to send email
21 notice to the Class Members who were previously sent notice of the certified
22 class, informing them of the proposed Class Action Settlement, within 30
23 days after the entry of this Order. Class Counsel shall promptly serve a copy
24 of this Order on Amazon.com Services, LLC.

25 **8. Election of Settlement Compensation:** Class Members on the Class List shall
26 receive a Voucher or, in lieu of a Voucher, may elect to receive the Alternative Cash
27 Payment. The election of the Alternative Cash Payment must be made within 110
28 days after the entry of this Order.

1 9. **Claim Form:** Class Members not on the Class List, who wish to participate in the
2 Settlement, shall completely fill out and sign (or submit online) a Claim Form in the
3 manner provided for in the Settlement Agreement. Claim Forms submitted by Class
4 Members must be postmarked or received electronically no later than 110 days after
5 entry of this Order, and include proof of purchase.

6 10. **Objections:** The Court further ORDERS that, as provided in the Settlement
7 Agreement, each Class Member shall be given a full opportunity to object to the
8 Class Action Settlement.

9 a. As explained in the Class Notice, any Class Member seeking to object to the
10 Settlement shall mail that written objection to the Settlement Administrator
11 no later than 110 days after the date of this Order. The timeliness of any
12 objection shall be conclusively determined by the postmark date.

13 b. To be valid, the objection shall state: (i) the name of the Action, “*Miley v.*
14 *Belkin International, Inc.*”; (ii) the full name, address and telephone number
15 of the objector; (iii) proof of the objector’s membership in the Class in the
16 form of a statement made under penalty of perjury; (iv) a statement of each
17 objection; and (v) a written brief detailing the specific reasons, if any, for
18 each objection, including any legal and factual support the objector wishes
19 to bring to the Court’s attention and any evidence the objector wishes to
20 introduce in support of the objection(s). The objection should also state
21 whether or not the objector intends to appear at the hearing on final approval
22 of settlement personally or through counsel. The objector may choose to
23 submit any documents that the objector wishes to be considered in
24 connection with the objection.

25 c. Any Class Member who fails to serve a timely written objection in the
26 manner set forth herein may be deemed to have waived such objection and
27 shall forever be foreclosed from objecting to the Settlement Agreement and
28 any part of it.

- 1 d. As part of, in addition to, or instead of any Objection, any Class Member
2 may file with the Court no later than 110 days after the date of this Order, a
3 Notice of Intention to Appear that includes the Class Member's name,
4 address, telephone number, and signature.
- 5 e. If a Settlement Class Member retains separate counsel to represent him or
6 her in connection with the Settlement and that attorney intends to appear at
7 the Final Approval Hearing, the attorney must file with the Court a notice of
8 appearance no later than 110 days after the date of this Order.
- 9 f. If any objection is rejected or overruled, the objecting Settlement Class
10 Member will be bound by the Final Judgment as if he or she had not objected.
- 11 g. The Court will permit any Class Member and the attorneys for any Class
12 Member to appear and speak at the hearing on final approval of the
13 settlement even if the Class Member has not submitted a written objection
14 or Notice of Intention to Appear.

15 **11. Motion for Attorneys' Fees, Costs and Service Award:** Class Counsel shall file a
16 motion for approval of attorneys' fees, litigation costs, administration costs, and
17 service award for Plaintiff no later than 80 days after the entry of this Order, which
18 is 30 days before the deadline by which Class Members may object to the
19 Settlement.

20 **12. Motion for Final Approval of Class Action Settlement:** Class Counsel shall file
21 a motion for final approval of the Settlement no later than 140 days after entry of
22 this Order, which is 20 days before the first date that the Final Approval Hearing
23 may be scheduled. Class Counsel shall file with the Court with the final approval
24 motion papers any objections or notices of intent to appear received. Class Counsel
25 shall also file with the Court, prior to the Final Approval Hearing, proof that notice
26 was provided in accordance with the Settlement Agreement and this Order.

27 **13. Response to Objections:** The Parties, either individually or jointly, may file a
28 response to any objections no later than 150 days after entry of this Order.

14. Final Approval Hearing: The Final Approval Hearing is scheduled for _____ a.m./p.m. on _____, 2026, which is at least 160 days from the entry of this Order, at which time the Court shall finally determine whether the settlement is fair, reasonable and adequate. The date and time selected for the hearing must appear in the Class Notice and on the Settlement Website.

15. Necessary Steps. The Court authorizes the Parties to take all necessary and appropriate steps to implement the Agreement.

IT IS SO ORDERED.

Dated: _____, 2025

The Honorable Carolyn Kuhl
Judge of the Superior Court

EXHIBIT G

1 William F. Cash III (*pro hac vice*)
2 LEVIN, PAPANTONIO, PROCTOR,
3 BUCHANAN, O'BRIEN, BARR &
4 MOUGEY, P.A.
5 316 South Baylen Street, Suite 600
6 Pensacola, FL 32502
7 Phone: 850-435-7059
8 Fax: 850-425-7020
9 Email: bcash@leviinlaw.com
10 *Attorney for Plaintiff*
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LENORE MILEY, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

BELKIN INTERNATIONAL, INC.,

Defendants.

CASE NO. 56-2020-00540432-CU-BT-VTA

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Assigned for all purposes to:
The Honorable Carolyn B. Kuhl

Department: 12

1 The Court conducted a hearing regarding the fairness and final approval of the Settlement,
2 Class Representative's service payment, and Class Counsel's attorney's fees and litigation costs
3 in this action on _____, 2026, at _____ a.m./p.m. in Courtroom 12 of the Superior Court
4 of California for the County of Los Angeles, the Honorable Carolyn B. Kuhl presiding. All
5 parties appeared by counsel of record.

6 After considering the papers and the arguments of counsel, and good cause appearing
7 therefor, the Court GRANTED the Motion for Final Approval and Judgment, Class
8 Representative's service payment, and Class Counsel's Application for Attorneys' Fees and
9 Costs, and the Court rules as follows:

10 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

- 11 1. The Settlement Agreement and Release ("Settlement Agreement") is hereby
12 incorporated with and made part of this Final Order Approving Class Action
13 Settlement ("Final Approval Order" or "Order"). Unless otherwise provided in
14 this Order, all capitalized terms shall have the same meaning as set forth in the
15 Settlement Agreement.
- 16 2. This Court has jurisdiction over the subject matter of this Action and all parties to
17 this Action, including the Class Members as defined in Section 1(f) of the
18 Settlement Agreement. The Class Members consist of the following class certified
19 on April 16, 2024:

20 "All consumers who purchased any Belkin power bank in California
21 between January 2, 2016 and April 16, 2024.

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23 Excluded from the Class are: (i) all consumers who previously
24 requested exclusion, (ii) Belkin's officers, directors, or employees;
25 (iii) Belkin's officers, directors, or employees of any entity in which
26 Belkin currently has or has had a controlling interest; and (iv)
27 Belkin's legal representatives, heirs, successors, and assigns."

28 For the purposes of this Order, the Court refers to the previously-certified class as

the “Settlement Class” or “Class,” and its members as “Class Members.”

3. The Court finds that the form, manner and content of the Class Notice specified in Section 5 of the Settlement Agreement and Exhibits A through E thereto provided a means of notice reasonably calculated to apprise the Settlement Class Members of the pendency of the action and the proposed settlement, and thereby met the requirements of the laws of the State of California, California Rules of Court 3.766 and 3.769, the Constitutions of the United States of America and of California, and the requirements of due process and any other applicable laws, constituted the best practicable notice under the circumstances, and constituted due and sufficient notice to all Settlement Class Members entitled thereto.
4. The Court finally approves the Settlement as fair, reasonable and adequate. The terms and provisions of the Agreement, including all exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Settling Parties and the Settlement Class.
5. This Final Approval Order applies to all claims or causes of action settled under the terms of the Settlement Agreement, and shall be fully binding with respect to all Class Members who did not properly request exclusion. A list of all Settlement Class Members who have properly requested exclusion will be attached to the separate Judgment to be entered by the Court in this Action.
6. Upon entry of the Judgment and following funding of the Settlement (meaning all approved settlement monies and Voucher codes are provided by Defendant to the Settlement Administrator), Class Representative, for herself and on behalf of each member of the Class who has not submitted a valid and timely request for exclusion from the Class, and her respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall be deemed to have, and by operation of this Order and the Judgment shall have, fully, finally and irrevocably released Defendant and, whether or not specifically named herein, each of its past

1 or present directors, officers, employees, agents, shareholders, members, investors,
2 insurers, reinsurers, attorneys, advisors, consultants, representatives, partners, the
3 affiliates identified specifically here: Foxconn Interconnect Technology, related
4 companies, parents, subsidiaries, joint venturers, independent contractors, service
5 providers, vendors, divisions, predecessors, successors, and assigns, from any and
6 all liabilities, claims, causes of action, damages, penalties, costs, attorneys' fees,
7 losses, or demands, whether known or unknown, existing or potential, suspected or
8 unsuspected, that as of the Effective Date, (1) were or could have been asserted in
9 the Action, based on, arising out of, or reasonably relating to, the claims in the
10 Complaint involving Defendant's alleged representations or omissions concerning
11 the output capacity of Belkin power banks, including but not limited to
12 representations of "mAh"; and/or (2) arise out of the institution, prosecution,
13 assertion, defense, settlement, or resolution of the Action (collectively, the
14 "Released Claims"). Excluded from Released Claims are any and all claims for
15 personal injury and/or wrongful death.

- 16 7. The Settlement Administrator shall disburse attorney's fees and costs to Class
17 Counsel (and other approved counsel for Plaintiff) as ordered by the Court within
18 twenty-one (21) Days after the Effective Date. The Court also finds that Plaintiff's
19 counsel's hourly rates are reasonable.
- 20 8. The Settlement Administrator shall submit a summary of its fees, costs, and
21 expenses incurred in connection with this Settlement for review and approval by
22 Defense Counsel. Defendant shall disburse payment to the Settlement
23 Administrator within twenty-one (21) Days after the Effective Date.
- 24 9. If the Settlement Administrator's fees and costs exceed \$107,500, any amount of
25 Settlement funds from Alternative Cash Payments that were issued in the form of
26 paper checks that are not cashed by the expiration date printed on the checks shall
27 be used to pay the fees and costs incurred by the Settlement Administrator. If the
28 Settlement Administrator's fees and costs do not exceed \$107,500, then any

1 amounts from these uncashed paper checks shall be distributed to Public Justice as
2 a cy pres award.

3 10. The Court approves a service payment of \$5,000 to be paid to the Class
4 Representative, Lenore Miley, as compensation for instituting, prosecuting, and/or
5 bearing the risk of this litigation as Class Representative. Defendant shall disburse
6 \$5,000 to the Settlement Administrator within twenty-one (21) Days after the
7 Effective Date so that the Settlement Administrator can make the payment to the
8 Class Representative.

9 11. The Court retains jurisdiction over the Parties and the Settlement Class to enforce
10 the Settlement and terms of this Final Approval Order, pursuant to California Rules
11 of Court, rule 3.769(h).

12 12. Without further order of the Court, the Settling Parties may agree to reasonably
13 necessary extensions of time to carry out any of the provisions of the Settlement.

14 13. Plaintiff shall cause this Final Approval Order to be promptly posted on the
15 Settlement Website, pursuant to California Rules of Court, rule 3.771(b).

16 **IT IS SO ORDERED.**

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19 Dated: _____, 2026

20
21 _____
22 The Honorable Carolyn Kuhl
23 Judge of the Superior Court
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EXHIBIT H

1 William F. Cash III (admitted *pro hac vice*)
2 **LEVIN, PAPANTONIO, RAFFERTY,**
3 **PROCTOR, BUCHANAN, O'BRIEN,**
4 **BARR & MOUGEY, P.A.**
5 316 South Baylen Street,
6 Suite 600 Pensacola, FL 32502
7 Phone: 850-435-7059
8 Fax: 850-435-7020
9 Email: bcash@levinlaw.com

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

10 LENORE MILEY, individually and on behalf of
11 all others similarly situated,

12 Plaintiff,

13 vs.

14 BELKIN INTERNATIONAL, INC.,

15 Defendant.

Case No. 20STCV00033

Assigned for All Purposes to Hon.
Carolyn B. Kuhl, Dept. 12

[PROPOSED] FINAL JUDGMENT

Complaint Filed: January 2, 2020

1 This Action, having settled and the Court having entered the Order Granting Motion for Final
2 Approval of Class Action Settlement on _____, 202_ (“Final Approval Order”), **IT IS**
3 **HEREBY ORDERED, ADJUDGED AND DECREED** that:

4 1. Unless otherwise defined, all capitalized terms in this Final Judgment shall have the
5 same meaning as they do in the Settlement Agreement and Release filed as Exhibit 1 to the
6 Declaration of William F. Cash, III, on _____, 2025 (the “Agreement”).

7 2. Judgment is hereby entered on the Class Action Complaint filed on January 2, 2020,
8 in favor of Plaintiff, as to the Released Claims against the Released Parties, pursuant to California
9 Code of Civil Procedure § 904.1.

10 3. The Release in Section 12 of the Agreement shall be effective upon the Effective Date
11 but only after the Settlement is fully funded by Defendant.

12 4. ____ Class Members timely requested exclusion from the Class.

13 5. Class Counsel is awarded \$_____ in attorneys’ fees and litigation costs,
14 combined, to be paid by defendant Belkin International, Inc. (“Defendant”) in accordance with the
15 terms of the Agreement.

16 6. The Class Representative, as defined in the Preliminary Approval Order, is hereby
17 awarded \$_____ as a service award for her efforts in this case, to be paid by Defendant, in
18 accordance with the terms of the Agreement.

19 7. The Settlement Administrator shall distribute Vouchers and Alternative Cash
20 Payments to Authorized Claimants, in accordance with the terms of the Agreement, representing
21 their monetary settlement benefit.

22 8. The Settlement Administrator shall be paid \$_____ by Defendant for
23 reasonable class notice and settlement administration expenses.

24 9. Pursuant to California Rules of Court, rule 3.769(h), the Court retains jurisdiction over
25 the subject matter of the litigation and over the settling parties, including all Class Members with
26 respect to the Class previously certified, which is as follows:
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1 All consumers who purchased any Belkin power bank in California
2 between January 20, 2016, and April 16, 2024.

3 Excluded from the Class are: (i) all consumers who previously requested
4 exclusion, (ii) Belkin's officers, directors, or employees; (iii) Belkin's
5 officers, directors, or employees of any entity in which Belkin currently
has or has had a controlling interest; and (iv) Belkin's legal
representatives, heirs, successors, and assigns.

6 10. Plaintiff shall cause the Final Judgment to be promptly posted on the Settlement
7 Website, pursuant to California Rules of Court, rule 3.771(b).

8 DONE and ORDERED in Chambers in Los Angeles, California, this ____ day of
9 _____, 202__.

11 _____
12 Hon. Carolyn B. Kuhl
Superior Court Judge

13 cc: All Counsel of Record
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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Belkin Settlement Resolves Class Action Lawsuit Over Allegedly Misrepresented Power Bank Strength](#)
