

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

I. RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. DEFINITIONS

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

1. “Actions” mean the class action lawsuits entitled *Didwania v. Hexclad Cookware, Inc.*, Case No. 2:23-cv-05110-JFW-JPR (“*Didwania*”), previously pending in the United States District Court, Central District of California and *Cliburn v. One Source to Market, LLC* d/b/a Hexclad Cookware, Case No. 23STCV28390 pending in the Superior Court of the State of California For the County of Los Angeles.

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

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

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

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

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

7. “Claim Form” means the proof of claim and release form(s) substantially in the form attached hereto as Exhibit “C,” which may be modified to meet the requirements of the Court or

Settlement Administrator, pursuant to which Class Members can recover one of the benefits of this Settlement.

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

9. “Class”, “Class Members”, “Settlement Class” or “Settlement Class Members” means all persons and entities in the United States, its territories, and/or its possessions who purchased one or more of the Eligible Products as defined herein. Excluded from the Class are: (a) all persons who are employees, directors, officers, and agents of Defendant or its subsidiaries and affiliated companies; (b) persons and entities that timely and properly exclude themselves from the Class as provided in this Settlement Agreement; and (c) the Court, the Court’s immediate family, and Court staff.

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

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

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

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

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

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

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

which the motion for reconsideration, appeal, petition, or writ is dismissed or denied and the Final Order and Final Judgment are no longer subject to judicial review.

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

- a. 1 QT Hybrid Pot Lid;
- b. Hybrid Fry Pan 7”;
- c. 8” HexClad Hybrid Pan;
- d. 10” HexClad Hybrid Pan;
- e. 10” Hybrid Wok;
- f. 12” HexClad Hybrid Pan;
- g. 12” Hybrid Wok;
- h. 14” HexClad Hybrid Pan with Lid;
- i. 14” Hybrid Wok with Lid;
- j. Hybrid Griddle Pan 12”;
- k. Hybrid Griddle Pan 13”;
- l. 5 QT Saucepan;
- m. HexClad Hybrid 1 QT Pot With Lid;
- n. HexClad Hybrid 10 QT Stock Pot With Lid;
- o. HexClad Hybrid 2 QT Pot With Lid;
- p. HexClad Hybrid 3 QT Pot With Lid;
- q. HexClad Hybrid 8 QT Pot With Lid;
- r. HexClad Hybrid 10 QT Stock Pot With Lid;
- s. Hybrid Deep Sauté Pan with Lid 5.5Qt;
- t. Hybrid Deep Sauté Pan/Chicken Fryer with Lid 7QT; or
- u. Any sets in which any of the HexClad Hybrid pans are included, such as:
 - i. the Hybrid Perfect Pots & Pans Set (12 Pc);
 - ii. 13 PC HexClad Hybrid Cookware Set;

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

- iii. 6 PC HexClad Hybrid Cookware Set;
- iv. 20 PC HexClad All-In Bundle;
- v. Complete Kitchen Bundle;
- vi. HexClad Ultimate Everything Collection;
- vii. Essentials Bundle;
- viii. Level-Up Bundle;
- ix. Starter Bundle;
- x. Family Pasta Bundle; or,
- xi. any such variations of these pans or sets including pans sold with or without a lid.

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

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

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

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

22. “Notice and Administration Costs” means the costs and/or expenses incurred by the Settlement Administrator in preparing and disseminating Notice and completing the claims administration process set forth in this Settlement Agreement.

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

24. “Opt-Out and Objection Deadline” means sixty (60) days after the Notice Date.

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

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

27. “Preliminary Approval Date” means the date the Court grants Preliminary Approval.

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

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

30. “Released Claims” means and includes any and all claims, demands, rights, damages, obligations, suits, debts, liens, and causes of action under common law or statutory law (federal, state, or local) of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims as of the Notice Date by all of the Plaintiffs and all Class Members (and Plaintiffs’ and Class Members’ respective heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns) that: were asserted or that could have been reasonably asserted in the Actions against the Released Parties (as hereinafter defined), or any of them, and that arise out of or are related in any way to any or all of the acts, omissions, facts, matters, transactions, or occurrences that were or could have been directly or indirectly alleged or asserted in the Actions including, but not limited to, alleged violations of state consumer protection, unfair competition, and/or false or deceptive advertising statutes; breach of express or implied warranty (including, but not limited to, claims arising under state law and/or the Magnuson-Moss Warranty Act); unjust enrichment, restitution, declaratory or injunctive relief, and other equitable claims or claims sounding in contract and tort; and relate in any way to the advertising, labeling, or marketing of the Eligible Products through any medium (e.g., on-label, internet, or otherwise). “Released Claims” shall be construed as broadly as possible to effect complete finality over this litigation involving Defendant’s advertising, labeling, and/or marketing of the Eligible Products as set forth herein and in the operative complaint.

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

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

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

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

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

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

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

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

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

III. SUBMISSION OF SETTLEMENT TO THE COURT FOR APPROVAL

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

- (a) Certifying a Settlement Class, appointing Plaintiffs as the representatives of the Class and Class Counsel as counsel for the Class, and preliminarily approving the Settlement as being within the range of reasonableness such that the Class Notice should be provided pursuant to this Settlement Agreement;
- (b) Approving the Settlement Administrator;
- (c) Approving and authorizing the contents and distribution of Class Notice;

- (d) Determining that the notice of the Settlement and of the Fairness Hearing as set forth in this Settlement Agreement, complies with all legal requirements, including but not limited to the Due Process Clause of the United States Constitution;
- (e) Providing that Class Members will have until the Bar Date to submit Claim Forms;
- (f) Scheduling the Fairness Hearing on a date ordered by the Court, provided in the Preliminary Approval Order, and in compliance with applicable law, to determine whether the Settlement should be approved as fair, reasonable, and adequate, and to determine whether a Final Order and Final Judgment should be entered;
- (g) Providing that any objections by any Class Member to the certification of the Class, the proposed Settlement contained in this Settlement Agreement, the entry of the Final Order and Final Judgment, and Class Counsel's motion for Attorneys' Fees and Expenses and for class representatives service awards shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Fairness Hearing if, on or before the date(s) specified in the Class Notice and Preliminary Approval Order, if such objector files with the Court, and submits to the Parties' counsel, a written objection and notice of intention by the objector to appear at the Fairness Hearing, and otherwise complies with the requirements in this Settlement Agreement for the purposes identified in this agreement;
- (h) Establishing dates by which the Parties shall file and serve all papers in support of the application for final approval of the Settlement and/or any response to any valid and timely objections, and providing that all Class Members will be bound by the Final Order and Final Judgment unless such Class Members timely file valid written requests for exclusion or opt out in accordance with this Settlement Agreement and the Class Notice;
- (i) Providing a procedure for Class Members to request exclusion from/ opt out of the Settlement and that Class Members wishing to exclude themselves from the Settlement, who will have until the date specified in the Class Notice and the Preliminary Approval Order to submit a valid written request for exclusion or opt out to the Settlement Administrator;
- (j) Directing the Parties, pursuant to the terms and conditions of this Settlement Agreement, to take all necessary and appropriate steps to seek final approval and implementation of the Settlement;
- (k) Pending the Fairness Hearing, staying all proceedings in the Actions (if the Actions are not already stayed), other than proceedings necessary to carry out or enforce the terms and conditions of this Settlement Agreement and the Preliminary Approval Order, and unless and until this Agreement is terminated pursuant to its terms and conditions; and

- (m) Pending the Fairness Hearing, enjoining Plaintiffs and Class Members, from commencing or prosecuting, either directly or indirectly, any action in any forum (state or federal) asserting any of the Released Claims.

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

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

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

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

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

IV. THE SETTLEMENT CONSIDERATION

45. **Gross Settlement Non-Reversionary Fund.** As consideration for the Settlement and subject to Court approval, Defendant agrees to pay \$2,500,000.00 (two million five hundred

thousand US dollars) to create a non-reversionary settlement fund (“Gross Settlement Fund”). A Taxpayer ID number will be obtained and an account opened for the settlement fund. All required taxes will be paid from the settlement fund and the Settlement Administrator will work with a Certified Public Accounting firm to file all necessary tax returns, at no cost to Defendant. Defendant shall fund the Gross Settlement Fund no more than twenty (20) days after the Preliminary Approval Date.

The Gross Settlement Fund will be used to make distributions in the following order: (1) all costs for notice and administration; (2) any award of attorneys’ fees and expenses as the Court may order (3) any class representative service awards as the Court may order; and (4) all Approved Claims submitted by Settlement Class Members. Amounts will be distributed from the Gross Settlement Fund as set forth below.

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

Class Members shall be eligible for a *pro rata* share of the Gross Settlement Fund, after deducting notice and administration costs set forth in this paragraph and as approved by the Court, attorneys’ fees, costs, and expenses as approved by the Court, and class representative service awards as approved by the Court. The *pro rata* share to each Class Member shall not exceed the dollar amount the Class Member spent on Eligible Products.² To the extent any money remains in the Gross Settlement Fund after the first round of *pro rata* share payments are made to Class Members and all settlement payment checks are voided due to non-deposit (*i.e.*, checks that Class Members do not cash), a second round of *pro rata* payments will be made to the Class Members, as long as such funds are sufficient to distribute an additional amount of at least \$5.00 to every Class Member and do not exceed the dollar amount the Class Member spent on Eligible Products the Class Members purchased.

- i. If the total amount of eligible claims exceeds the funds available for cash distributions from the Gross Settlement Fund, then each claimant’s award shall be proportionately reduced. Similarly, if the total amount of eligible claims is less than the funds available for cash distributions from the Gross Settlement Fund, then each claimant’s award will be proportionally increased.

² This Settlement Agreement reimburses Class Members for certain monies spent on “pots” or “pans.” Defendant sells its pots and pans as standalone products, and also as parts of various cookware sets and bundles (with other cookware and other non-cookware products). For purposes of *pro rata* claim calculation, each Class Member’s *pro rata* share will be calculated based on the value of the pots and/or pans they purchased, either as standalone items or within cookware sets or bundles, excluding components of sets or bundles that are not pots and/or pans within the Eligible Products (such as lids, knives, cooking accessories, etc.).

- ii. The Settlement Administrator shall pay all Approved Claims no later than thirty (30) days after the Bar Date.

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

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

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

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

e. Cy Pres Distribution. If, after payment of (1) Cash Benefits to Class Members, including any second *pro rata* distribution of any residual amount of the Gross Settlement Fund, to the extent feasible, (2) Notice and Administration, (3) Named Plaintiff Service Awards, and (4) Attorneys' Fees and Expenses, there is any remaining amounts, including checks distributed to Settlement Class Members that remain uncashed after 120 days, those remaining amounts will be distributed to Public Justice, subject to the Court's approval. Public Justice is a nonprofit, public interest legal advocacy organization whose mission is to expand access to justice, including for consumer advocacy

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

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

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

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

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

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

V. NOTICE TO THE CLASS

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

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

50. Email and Mail Notice to Settlement Class Members. The Settlement Administrator will cause Notice, which includes information related to objections, opt-outs, and the Fairness hearing³ and which is in the form approved by the Court, to be emailed or, if no valid email address

³ The Los Angeles Superior Court, Complex Civil Department Checklist for Preliminary Approval of Class Action Settlement (“Settlement Guidelines”) requires the Settlement Agreement to accurately reflect the Court’s current social distancing procedure for attendance at hearings and review of court files. The Guidelines further instruct counsel to consult the Court’s website for the

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

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

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

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

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

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

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

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

VI. RELEASES

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

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

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

58. Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, Plaintiffs and Class Members hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to the Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims known or unknown, suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the

Release herein given by Plaintiffs and Class Members to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Plaintiffs and Class Members expressly acknowledge that he/she/they has/have been advised by his/her/their attorney of the contents and effect of Section 1542, and with knowledge, Plaintiffs and Class Members hereby expressly waive whatever benefits he/she/they may have had pursuant to such section. Plaintiffs and Class Members are not releasing any claims for Personal Injuries. Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the Settlement of which this Release is a part. It is the intention of the parties to hereby fully, finally, and forever settle and release all disputes and differences, known or unknown, suspected or unsuspected, as to the released matters.

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

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

VII. ADMINISTRATION OF THE SETTLEMENT AND CLAIM PROGRAM

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

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

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

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

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

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

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

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

VIII. OBJECTIONS AND OPT-OUTS BY CLASS MEMBERS

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

70. For a Class Member to have an objection considered, the Class Member may send written objections and all papers in support of such objections to the Settlement Administrator in the time set forth in the Notice, which will be no later than sixty (60) days after the Notice Date. All such written objections shall be served on Class Counsel and counsel for Defendant so that Class Counsel can be reasonably informed of any such objections. The submission of any objection will not extend the time within which a member of the Settlement Class may file a request for exclusion from the settlement.

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

factual support and any evidence in support of the objection. Objections must be personally signed in ink by the objecting Settlement Class Member to be valid.

72. Any Class Member who intends to object to the fairness, reasonableness, and/or adequacy of the Settlement must, in addition to timely submitting a written objection to the Settlement Administrator send the written objection to Class Counsel and Defense Counsel (at the addresses set forth below) postmarked no later than the Opt-Out and Objection Deadline.

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

74. Members of the Class may elect to opt out of the Settlement by the Opt-Out and Objection Deadline, which is no later than sixty (60) days after the Notice Date. Settlement Class Members opting out of the Settlement relinquish their rights to the benefits hereunder. Members of the Class who opt out of the Settlement will not release their claims pursuant to this Settlement Agreement. Putative Class Members wishing to opt out of the Settlement must send to the Settlement Administrator a personally signed letter, including: (a) their full name; (b) current address; (c) a clear statement communicating that they elect to be "excluded" from the Settlement; (d) their personal signature (not that of their counsel) in ink; and (e) the case name and case number. Any request for exclusion or opt out must be postmarked on or before the Opt-Out and Objection Deadline. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Members of the Class who fail to submit a valid and timely request for exclusion on or before the date specified in the Court's Preliminary Approval Order shall be bound by all terms of this Settlement Agreement and the Final Order and Final Judgment, regardless of whether they have requested exclusion from the Settlement. Any member of the Settlement Class who chooses to be excluded and who provides the requested information will not be bound by any judgment entered in connection with this Settlement. A list of persons who timely requested exclusion shall accompany Plaintiffs' motion for final approval of the Settlement.

75. Any Member of the Class who submits a timely request for exclusion or opt out may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

76. Notwithstanding any other provision of this Settlement Agreement, if more than five percent of the Members of the Class opt out of the Settlement, Defendant, in its sole discretion, may rescind and revoke the entire Settlement and this Settlement Agreement, thereby rendering the Settlement null and void in its entirety, by sending written notice that Defendant revokes the settlement pursuant to this paragraph to Class Counsel. This unilateral right to withdraw must be exercised within ten (10) days of Defendants' receipt of notification that the number of individuals validly requesting exclusion exceeds the maximum threshold. If Defendant rescinds the Settlement

pursuant to this paragraph, it shall have no further obligations to make payments or distributions of any kind pursuant to this Settlement Agreement.

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

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

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

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

X. MODIFICATION OR TERMINATION OF THE SETTLEMENT

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

81. In the event the terms or conditions of this Settlement Agreement are materially modified by any court, either party in its sole discretion, to be exercised within fourteen (14) days after such a material modification, may declare this Settlement Agreement null and void. For purposes of this paragraph, material modifications include but are not limited to any modifications to the definitions of the Class, Class Members, or Released Claims, changes to the notice plan described herein or any Exhibit hereto, and/or any modifications to the terms of the settlement consideration described throughout this Settlement Agreement. In the event that a party exercises his/her/their/its option to

withdraw from and terminate this Settlement Agreement, then the Settlement proposed herein shall become null and void and shall have no force or effect, the Parties shall not be bound by this Settlement Agreement, and the Parties will be returned to their respective positions existing immediately before the execution of the Term Sheet.

XI. SETTLEMENT NOT EVIDENCE AGAINST PARTIES

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

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

XII. BEST EFFORTS

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

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

XIII. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

94. This Settlement Agreement has been negotiated among and drafted by Class Counsel and Defense Counsel. Plaintiffs, Class Members, and Defendant shall not be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter or otherwise resort to the contra proferentem canon

of construction. Accordingly, this Settlement Agreement should not be construed in favor of or against one Party as to the drafter, and the Parties agree that the provisions of California Civil Code § 1654 and common law principles of construing ambiguities against the drafter shall have no application. All Parties agree that counsel for the Parties drafted this Settlement Agreement during extensive arms' length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.

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

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

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

Upon Class Counsel to:

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

Christopher D. Jennings
JENNINGS PLLC
P.O. Box 25972
Little Rock, AR 72221
Telephone: (501) 247-6267
chris@jenningspllc.com

David S. Almeida
ALMEIDA LAW GROUP LLC
849 W. Webster Avenue
Chicago, Illinois 60614
t: 312-576-3024
david@almeidlawgroup.com

Upon Defendant's Counsel:

Kevin D. Rising

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

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

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

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

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

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

PLAINTIFFS

khushbu

Khuschbu Didwania

Dated: 08/06/2024

Pratikkumar Patel

Dated: _____

Benjamin Adams

Dated: _____

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

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

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PLAINTIFFS

Khuschbu Didwania

Dated: _____

Pratikkumar Patel

Pratikkumar Patel

Dated: 07/30/2024

Benjamin Adams

Dated: _____

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

Joshua D. Rievman
jrievman@drmlaw.com
DUNNING RIEVMAN &
MACDONALD LLP
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PLAINTIFFS

Khuschbu Didwania

Dated: _____

Pratikkumar Patel

Dated: _____



Benjamin Adams

Dated: 07/30/2024



Mandy Cliburn

Dated: 07/24/2024

Matthew Cliburn

Dated: _____

Randi Gurka

Dated: _____

Dana Swoyer

Dated: _____

Lori Cimonetti

Dated: _____

DEFENDANT

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

Dated: _____

Mandy Cliburn

Dated: _____



Matthew Cliburn

Dated: 07/24/2024

Randi Gurka

Dated: _____

Dana Swoyer

Dated: _____

Lori Cimonetti

Dated: _____

DEFENDANT

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

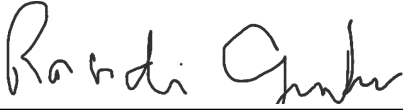
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Mandy Cliburn

Dated: _____

Matthew Cliburn

Dated: _____



Randi Gurka

Dated: 07/24/2024

Dana Swoyer

Dated: _____

Lori Cimonetti

Dated: _____

DEFENDANT

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Dated: _____

Randi Gurka

Dated: _____



Dana Swoyer

Dated: 07/24/2024

Lori Cimonetti

Dated: _____

DEFENDANT

One Source to Market, LLC d/b/a
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Dated: _____

Mandy Cliburn

Dated: _____

Matthew Cliburn

Dated: _____

Randi Gurka

Dated: _____

Dana Swoyer

Dated: _____



Lori Cimonetti

Dated: 07/31/2024

DEFENDANT

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

Dated: _____

Mandy Cliburn

Dated: _____

Matthew Cliburn

Dated: _____

Randi Gurka

Dated: _____

Dana Swoyer

Dated: _____

Lori Cimonetti

Dated: _____

DEFENDANT



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

Dated: 07/27/2024

PLAINTIFFS' COUNSEL



Zimmerman Reed LLP

Dated: 08/06/2024

Jennings, PLLC

Dated: _____

Almeida Law Group LLC

Dated: _____

DEFENDANT'S COUNSEL

Barnes & Thornburg LLP

Dated: _____

Dunning Rievman &
Macdonald LLP

Dated: _____

PLAINTIFFS' COUNSEL

Zimmerman Reed LLP

Dated: _____

Christopher S. Jennings

Jennings, PLLC

Dated: 08/06/2024

Almeida Law Group LLC

Dated: _____

DEFENDANT'S COUNSEL

Barnes & Thornburg LLP

Dated: _____

Dunning Rievman &
Macdonald LLP

Dated: _____

PLAINTIFFS' COUNSEL

Zimmerman Reed LLP

Dated: _____

Jennings, PLLC

Dated: _____



Almeida Law Group LLC

Dated: 07/25/2024

DEFENDANT'S COUNSEL

Barnes & Thornburg LLP

Dated: _____

Dunning Rievman &
Macdonald LLP

Dated: _____

PLAINTIFFS' COUNSEL

Zimmerman Reed LLP

Dated: _____

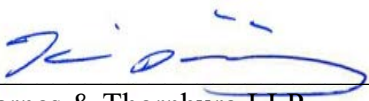
Jennings, PLLC

Dated: _____

Almeida Law Group LLC

Dated: _____

DEFENDANT'S COUNSEL



Barnes & Thornburg LLP

Dated: July 29, 2024

Dunning Rievman &
Macdonald LLP

Dated: _____

PLAINTIFFS' COUNSEL

Zimmerman Reed LLP

Dated: _____

Jennings, PLLC

Dated: _____

Almeida Law Group LLC

Dated: _____

DEFENDANT'S COUNSEL

Barnes & Thornburg LLP

Dated: _____

Joshua B. Rievman

Dunning Rievman &
Macdonald LLP

Dated: 07/27/2024