

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA**

IN RE: ALL-CLAD METALCRAFTERS,
LLC, COOKWARE MARKETING AND
SALES PRACTICES LITIGATION

MDL No. 2988
Master Case No. 2:21-mc-491-NR

Electronically Filed

This Document Relates to All Actions

**PLAINTIFFS' UNOPPOSED MOTION AND MEMORANDUM OF LAW IN SUPPORT
OF FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiffs respectfully move, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for preliminary approval of a proposed Settlement with All-Clad Metalcrafters, LLC and Groupe SEB USA, Inc. (“Defendants” or “All-Clad”), preliminary certification of the Settlement Class defined in the Settlement Agreement, and approval of the proposed notice to the Settlement Class.¹ This Settlement, reached after substantial expert investigation, active litigation, and lengthy and hard-fought negotiations in this Multidistrict Litigation (“MDL”), will resolve all of Plaintiffs’ and Settlement Class Members’ claims against Defendants in the above-captioned action and the related litigation on a nationwide basis.

I. INTRODUCTION

Plaintiffs Jean Greeff, Carol Egidio, Beira Montalvo, Miranda Murray, and Brandi Milford (“Plaintiffs” or “Class Representatives”), individually and on behalf of all others similarly situated, and Defendants have entered into a Class Action Settlement Agreement to resolve Plaintiffs’ claims that multi-ply cookware within All-Clad’s D3, D5, and LTD Stainless Steel Collections

¹ The Settlement Agreement and its Exhibits are attached as Exhibit 1. Capitalized terms not defined in this brief shall have the same definitions and meanings ascribed to them in the Settlement Agreement.

(the “Cookware”), has been misrepresented to be “dishwasher safe.” Specifically, All-Clad marketed, labeled, and represented the Cookware as being, among other things, conveniently “dishwasher safe,” and distributed it as such throughout the country to thousands of consumers. However, despite these representations, Plaintiffs alleged consumers discovered that the Cookware began to prematurely fail as the edges became thin and/or sharp over time, and ultimately, too sharp to continue safely using (the “Damaged Cookware”). The underlying Complaints asserted that extensive expert investigations revealed that the Cookware suffers from a design defect that when cleaned in a dishwasher allows the layers of aluminum in the Cookware to deteriorate or erode, leaving thin and/or sharp stainless steel edges, particularly along the rim of the Cookware (“Sharp Edges” or “Defect”).

For their part, Defendants maintain they produce quality consumer products, including the Cookware. Accordingly, Defendants deny Plaintiffs’ allegations in this litigation.

Notwithstanding the Parties’ disagreement regarding the substantive allegations, they have been able to resolve this action. The final Settlement being presented is the result of four class actions filed, transfer and consolidation by the Judicial Panel on Multidistrict Litigation (“JPML”), hard-fought litigation of more than two years, and lengthy settlement negotiations that actively spanned over almost the entirety of the litigation. Accordingly, Plaintiffs respectfully submit this Unopposed Motion And Memorandum of Law In Support of For Preliminary Approval of Class Action Settlement, in support of their request for the entry of an order that will: (1) grant Preliminary Approval of the Settlement; (2) certify for settlement purposes the proposed Settlement Class, pursuant to Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure; (3) appoint Plaintiffs Greeff, Egidio, Montalvo, Murray, and Milford as Class Representatives; (4) approve the Notice Plan set forth in the Agreement and the accompanying declaration of the

Settlement Administrator, and approve the form and content of the Notices; (5) approve and order the opt-out and objection procedures set forth in the Agreement; (6) stay all deadlines in this litigation pending Final Approval of the Settlement; (7) appoint as Class Counsel Plaintiffs' attorneys and their law firm; and (8) schedule a Final Approval Hearing.

The Court should respectfully grant Preliminary Approval because the Settlement provides substantial relief for the Settlement Class, including multiple options for relief, and the terms of the Settlement are well within the range of reasonableness and consistent with applicable case law. Indeed, given the significant risks inherent in this litigation, the Settlement is an outstanding result for the Settlement Class. The Settlement satisfies all Third Circuit criteria for settlement approval. The proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. It provides substantial and immediate benefits to Settlement Class Members, including a common fund of up to \$4,000,000.00 to fund claims ("Common Fund"), which will not be reduced by notice and administration costs, service awards for class representatives, or attorneys' fees.

As described in further detail below, there are three Options for Settlement Class Members to claim benefits for the return of Damaged Cookware, and an additional benefit for Settlement Class Members whose Cookware has not been damaged or who no longer have the Cookware to confirm it experienced the sharp edges. The Settlement Class Members with Damaged Cookware that has experienced "Sharp Edges" have three options for each piece of Cookware: (1) exchange of Damaged Cookware for the same type of D3/D5 Cookware, plus \$75.00; (2) exchange of Damaged Cookware for dishwasher safe cookware sets from All-Clad's HA1 or Essentials collection; or (3) exchange of Damaged Cookware for a future purchase credit of 50% off purchases, up to \$1,200.00, for any product(s) on All-Clad's website. The Settlement Class

Members who have Cookware that has not experienced “Sharp Edges” or who have discarded the Cookware may claim a future purchase credit of 35% off purchases, up to \$750.00, on any product(s) on All-Clad’s website

Separate from the Common Fund, Defendants will also pay all Notice and Administration Costs directly to the Settlement Administrator, and the approved Attorney Fee and Expense Award and all Service Payments to the Class Representatives.

Additionally, during the pendency of litigation, Defendants have removed “dishwasher safe” representations from the packaging and the All-Clad website following the filing of the first action in this litigation, as alleged in subsequent complaints filed, which are discussed below. Defendants have also notified All-Clad’s authorized retailers of the removal of the “dishwasher safe” representations and are actively working to ensure “dishwasher safe” representations have been removed from retailers’ floor displays and other marketing materials. Thus, Plaintiffs consider the lawsuit was the catalyst for significant marketing and labeling changes by Defendants.

Notwithstanding the benefits to the Settlement Class, Plaintiffs do not seek to place monetary value on either the future purchase credits or for All-Clad’s removal of “dishwasher safe” representations.

The proposed Settlement resolves the claims of Plaintiffs and the proposed nationwide Settlement Class. The benefits of this proposed Settlement must be considered in the context of the risk that protracted litigation might lead to no recovery, or to a smaller recovery for Plaintiffs and/or proposed Settlement Class Members. Further, Defendants have vehemently denied any liability and mounted a vigorous defense at every stage of this litigation, and Plaintiffs expect that All-Clad would have continued to do so through opposition to class certification, motions to

exclude Plaintiffs' experts' testimony, motion(s) for summary judgment, a trial(s) on the merits, and appeal.

In evaluating the terms of the Settlement, Proposed Class Counsel have concluded that the Settlement is in the best interest of Settlement Class Members due to: (1) the substantial relief afforded to the Settlement Class Members; (2) the risks and uncertainties of this complex litigation; (3) the expense and length of time necessary to prosecute this action through class certification, trial, and any subsequent appeals; and (4) the desirability of consummating the Settlement to provide prompt and effective relief to the Settlement Class Members. Considering these factors, as discussed below, Plaintiffs and Proposed Class Counsel believe that the fair and reasonable Settlement merits preliminary approval.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. Summary of Allegations in the Various Filed Complaints

As alleged in the first filed *Mears* First Amended Complaint, All-Clad is one of the largest cookware companies in the United States and sells many units of Cookware a year online and through its well-known authorized retailers. FAC at ¶ 1. All-Clad uniformly marketed, labeled, and represented the Cookware as being, among other things, conveniently dishwasher safe. *Id.* at ¶ 5.

The various pieces of Cookware are among All-Clad's top selling products. *Id.* at ¶ 8. The cost of a single piece of the Cookware ranges between \$80.00 and \$500.00 MSRP, and the cost of an entire set is priced as high as \$1,600.00 MSRP. *Id.* at ¶ 7. All-Clad has been able to charge these prices because, over the course of four decades, it has gained the trust of consumers, who reasonably believe that All-Clad products are made with quality materials, that the products can be used safely, as intended and marketed, and that All-Clad would stand by its warranty promise

to provide defect free Cookware that is actually dishwasher safe, as represented and warranted. *Id.* at ¶¶ 2, 64. However, as Plaintiffs contended, described above and below, the Cookware suffers from a Defect and is not, in fact, dishwasher safe.

Specifically, the Cookware at issue is multi-ply, bonded cookware, with alternating layers of stainless steel and aluminum. *Id.* at ¶ 34. The stainless steel forms the base of the Cookware, as well as a very thin top layer, which measures at .002 of an inch (approximately half of a human hair in thickness). *Id.* at ¶¶ 34 and 43. Aluminum is constructed in between the layers of stainless steel. *Id.* at ¶ 34. The second layer of aluminum is much thicker than the top layer of stainless steel. *Id.* at ¶ 44. When immersed with the stainless steel in the dishwashing detergent, the aluminum and steel form a galvanic couple that produces accelerated etching and corrosion of the aluminum. *Id.* As the aluminum corrodes away from the layers of stainless steel, what remains at the top is the 0.002 of an inch thin stainless steel layer protruding above the aluminum layer of the Cookware. *Id.* Consequently, Plaintiffs alleged the thin, sharp top layer of stainless steel becomes an unreasonably dangerous condition for consumers trying to handle the Cookware, including as it is intended. *Id.*

All-Clad's claims that the Cookware was dishwasher safe were pervasive, appearing on Cookware packaging, in Use and Care Manuals and Instructions, and throughout All-Clad's website (including in Stainless Steel Cookware brochures, in Stainless Steel FAQs, and on individual Cookware piece and multi-piece specifications). *Id.* at ¶ 39. Examples of All-Clad's "dishwasher safe" representations, include:

- "Care and Use: CLEANING: Dishwasher Safe."
- "The 'Stainless Steel' collection is completely dishwasher-safe. It is recommended that before you use your Stainless Steel All-Clad you wash it in the dishwasher first to remove any manufacturing residues and this will help to keep it shiny."

- “[All-Clad’s d5 Brushed Stainless Steel Collection: Dishwasher safe”
- “Made in the USA, D3 Stainless cookware offers warp-resistant strength and dishwasher safe convenience, plus it can be used on any cooktop, including induction.”

Id. at ¶ 192.

Each of the Plaintiffs—including Jean Greeff, Miranda Murray, Brandi Milford, and Beira Montalvo—became interested in purchasing new dishwasher-safe cookware for cooking at home. *Id.* ¶ 71 [ECF No. 1], Murray Class Action Complaint (“Murray CAC”) ¶¶ 70, 79; (ECF No. 1), Montalvo Class Action Complaint (“Montalvo CAC”) ¶ 69; (ECF No. 1), Egidio Class Action Complaint (“Egidio CAC”) ¶ 69 (ECF No. 1). Each Plaintiff purchased their Cookware in reliance on All-Clad’s dishwasher-safe representations. Greeff FAC ¶ 71; Murray CAC ¶¶ 70, 79–80; Montalvo ¶ 69; Egidio CAC ¶ 69. Each Plaintiff used the Cookware as intended, cleaning it in the dishwasher in accordance with the use and care and instructions. Greeff FAC ¶ 72; Murray CAC ¶¶ 71, 81; Montalvo CAC ¶ 70; Egidio CAC ¶ 71. Over time, each Plaintiff noticed that the Cookware began to deteriorate and that the Cookware’s edges became sharp to the touch. Greeff FAC ¶¶ 72–73; Murray CAC ¶¶ 73, 82; Montalvo ¶ 71; Egidio CAC ¶ 73.

The Complaints describe expert testing conducted on behalf of Plaintiffs that revealed that every piece of the Cookware contains the alleged Defect. Greeff FAC ¶¶ 41–48. Thus, Plaintiffs alleged that All-Clad’s decision to market, label, and promote the Cookware as dishwasher safe (when it is not), supports Plaintiffs’ allegations regarding Defendants’ deceptive and unlawful conduct in the marketing and sale of the Cookware. *Id.* at ¶¶ 53–56.

Plaintiffs asserted that All-Clad’s knowledge of the Defect is established through years of consumer complaints about the Cookware deteriorating in the dishwasher to the point the Cookware developed sharp edges together with All-Clad’s responses to those complaints. *Id.* ¶¶ 78–90. Additionally, according to the Complaints, when All-Clad received warranty claims based

on the Defect, it replaced the defective Cookware with equally defective Cookware, improperly denying the warranty claims, and often misrepresenting to consumers that citrus dish pods and citrus detergents caused the Cookware's deterioration and sharp edges. *Id.* at ¶ 80. Plaintiffs contended that All-Clad's reported responses to customer complaints demonstrate that not only was All-Clad aware of the dangerous and potentially harmful Defect, but it also attempted to actively conceal the dangerous Defect from consumers and otherwise failed to honor its Warranty. *Id.* at ¶ 83.

Although All-Clad has acknowledged to certain consumers making warranty claims that the deterioration can occur when using a dishwasher (attributing it to citrus-based detergents), Plaintiffs claimed that it failed to issue a recall, warn consumers, or take any other affirmative steps to correct the problem in the Cookware already in the stream of commerce prior to Plaintiffs' initiation of their lawsuits. *Id.* at ¶ 103. Nor did All-Clad change its packaging, brochures, use and care instruction, website representations, or authorized retailer descriptions and specifications until after litigation had commenced. *Id.* After it was sued in California, All-Clad began removing "dishwasher-safe" representations from its website. It now, in certain locations on its website, recommends that consumers "Hand wash to maintain the pan's beauty." *Id.* ¶ 7. Accordingly, these allegations formed the basis for Plaintiffs' various Complaints.

B. Relevant Procedural Background

On April 16, 2020, the first Class Action Complaint was filed against All-Clad alleging that the Cookware was represented as dishwasher-safe but instead was designed, manufactured, distributed, marketed, and sold with construction that deteriorates during dishwasher cleaning in the Northern District of California (*Mears v. All-Clad Metalcrafters, LLC, et al.*, Case No. 3:20-cv-02662-SI). Once the Mears action was filed, the Parties filed a Rule 26(f) Report, negotiated

several case management orders, and participated in multiple case management conferences in the Northern District of California. Exhibit 2 at ¶ 8 (Joint Declaration of Proposed Class Counsel in Support of Plaintiffs' Unopposed Motion For Preliminary Approval of Class Action Settlement).

Following the first case management conference, the Parties agreed to attempt early resolution of the case through a formal mediation. *Id.* On October 13-14, 2020, the Parties mediated with the Honorable (Ret.) Richard Kramer with JAMS. *Id.* Following the Parties' unsuccessful initial mediation, Defendants served an Answer to the Mears Complaint (*Mears* Action at ECF No. 15), and the Parties began engaging in formal discovery. Exhibit 2 at ¶ 9.

Subsequently, related actions were filed by Plaintiffs in the District of Massachusetts (*Egidio v. All-Clad Metalcrafters, LLC et al.*, Civil Action No. 1:20-cv-12025) on November 11, 2020; the Southern District of Florida (*Montalvo v. All-Clad Metalcrafters, LLC et al.*, Civil Action No. 9:20-cv-82384) on December 22, 2020; and the Northern District of Georgia (*Murray et al. v. All-Clad Metalcrafters, LLC et al.*, Civil Action No. 1:21-cv-00095) on January 7, 2021.

On January 21, 2021, Defendants filed a Motion for Transfer of Actions Pursuant to 28 U.S.C. § 1407 for Coordinated or Consolidated Pretrial Proceedings ("Motion to Transfer") before the Judicial Panel for Multidistrict Litigation ("JPML"), seeking to transfer the four actions to the Western District of Pennsylvania. (JPML ECF No. 1). Plaintiffs filed an opposition brief, arguing that Proposed Class Counsel were counsel of record for all actions, and that this litigation could replicate the success Proposed Class Counsel had previously had in informally coordinating similarly situated litigation. (JPML ECF No. 9).

During the pendency of Defendants' Motion to Transfer, litigation in each of the four actions continued. Exhibit 2 at ¶ 13. In *Mears*, the Parties briefed Defendants' Motion to Stay the Action Pending Likely Transfer by the JPML (*Mears* Action at ECF Nos. 52, 55, and 57). Plaintiff

Mears opposed Defendants' Motion; however, the Motion was granted (Mears Action at ECF No. 59). Concurrently, in Egidio, Defendants filed a Motion to Stay the Action, as well as Motions to Dismiss and to Strike Complaint. (Egidio Action at ECF Nos. 11, 19, and 16). Plaintiff Egidio filed an opposition brief to the Motion to Stay the Action (Egidio Action at ECF No. 14). Defendants' Motion to Stay was denied in the Egidio action (Egidio Action at ECF No. 15) and briefing on the Defendants' Motions to Dismiss and Strike Class Allegations was completed in the District of Massachusetts. (Egidio Action at ECF Nos. 27 and 28).

On March 25, 2021, the Parties appeared before the JPML and presented arguments on Defendants' Motion to Transfer. Following more than a year of litigation, on March 31, 2021, the Parties received the JPML's Order consolidating the four actions and transferring the cases to the Western District of Pennsylvania. *In re All-Clad Metalcrafters, LLC, Cookware Mktg. & Sales Pracs. Litig.*, 532 F. Supp. 3d 1411 (J.P.M.L. 2021).

Upon consolidation of the multidistrict litigation in the Western District of Pennsylvania, the undersigned Proposed Class Counsel filed the Unopposed Motion to Appoint Counsel Martha Geer, Harper Segui, and Rachel Soffin as Interim Co-Lead Counsel (ECF No. 22) on May 20, 2021, which was later granted by the Court on June 24, 2021 (ECF No. 34).

On June 23, 2021 (ECF No. 32), the Court held an Initial Status Conference in order to assess where the Parties were in terms of discovery. Subsequently, after significant negotiation, the Parties filed the Joint Motion for Protective Order on July 1, 2021 (ECF No. 36), the Proposed Rule 26(f) Discovery Plan on July 12, 2021 (ECF No. 40), and the Joint Motion for Discovery governing hard copy documents as well as ESI on August 13, 2021 (ECF No. 45) in order to continue engaging in discovery.

The Parties continued the formal discovery initiated in the Mears case, including substantial production of documents. Exhibit 2 at ¶ 18. Plaintiffs served Defendants with multiple sets of discovery, including targeted Requests for Admission. *Id.* Plaintiffs also served subpoenas on All-Clad authorized retailers, negotiating the scope and timing of those productions. *Id.* As indicated above, Plaintiffs continued to consult with their experts during the various discovery stages to ensure discovery was thorough and would aid the experts in producing reports. *Id.* at 19.

Since the initiation of the consolidated matter, the Parties have filed 10 Joint Status Reports (May 25, 2021 (ECF No. 25), July 30, 2021 (ECF No. 44), August 31, 2021 (ECF No. 50), September 30, 2021 (ECF No. 52), October 29, 2021 (ECF No. 57), November 30, 2021 (ECF No. 58), December 30, 2021 (ECF No. 60), January 31, 2022 (ECF No. 63), February 17, 2022 (ECF No. 64), May 23, 2022 (ECF No. 68)).

The Parties filed a Stipulation of Dismissal of Plaintiff Mears on August 25, 2021, and substituted Plaintiff Greeff in the *Mears* action as the California Class Representative (ECF No. 47). Shortly thereafter, the Parties engaged in an additional round of extensive, fully-briefed argument over dismissal of all Complaints. Specifically, Defendants filed a Motion to Dismiss and to Strike the Class-Action Allegations on August 27, 2021 (ECF No. 48), to which Plaintiffs responded on September 29, 2021 (ECF No. 51), and Defendants replied on October 14, 2021 (ECF No. 56).

While litigation continued, the Parties agreed to mediate again and selected the Honorable Wayne R. Andersen (Ret.), an experienced class action neutral with JAMS. In the interim, the Court scheduled a hearing for January 25, 2022, on Defendants' various pending Motions. The Parties filed a Joint Motion to Reschedule Hearing given the progress made during settlement negotiations and in anticipation of the upcoming mediation. (ECF No. 61). As detailed below, on

February 16, 2022, the Parties mediated and were able to successfully resolve the substantive terms of the Settlement Agreement.

If the Parties had not negotiated this Settlement, the Parties would have had argument set before the Court over the pending Motion to Dismiss and to Strike the Class-Action Allegations. Although Plaintiffs were confident they would prevail on the majority of the arguments, the outcome of the Motion was uncertain. Exhibit 2 at ¶ 39. Depending on the ruling, further rounds of amending the operative Complaint and Motion to Dismiss briefing would arise, extending the amount of time before Plaintiffs obtained any relief and potentially risking the loss of some or all of that relief. Similarly, the Parties would have to continue to pay expert witnesses and technical consultants, as well as expend substantial time devoted to briefing Plaintiffs' motions for class certification, *Daubert* motions, and summary judgment motions, preparing for and conducting trial, post-trial motion practice, and likely appeals. *Id.* at ¶ 40. Absent a settlement, the final resolution of this litigation through the trial process would undoubtedly take years of protracted, adversarial litigation and appeals, which would delay relief to tens of thousands of Settlement Class Members. *Id.* Thus, continuing to litigate the multidistrict litigation would require much of the Parties' resources and would delay relief for Settlement Class Members. *Id.* Even if Plaintiffs prevailed at each of these stages, in the absence of a settlement, they would have proceeded to trial and appellate proceedings—an overall procedural process that would have likely taken years.

C. Class Counsel's Investigation

Class Counsel spent many hours investigating the claims of several potential plaintiffs against All-Clad. *See id.* Class Counsel performed research on All-Clad, its Cookware, the warranties, care, and consumer complaints. *Id.* at ¶¶ 2-3. Additionally, numerous consumers were

interviewed, and documents collected to gather information about the Cookware, the alleged defect, and All-Clad's actions regarding the alleged defect and its knowledge of the same. *Id.*

Further, Class Counsel worked closely with well-qualified materials and metallurgy experts who spent many hours investigating the Cookware, including, research of the product, specifications, industry standards, and alternative feasible designs. *Id.* at ¶ 4. As part of the investigation, the engineer collectively performed dishwasher testing, microscopic analysis, and documented the Cookware materials and construction. *Id.* The engineer also provided ongoing assistance to Class Counsel during litigation, including formulation of discovery questions. *Id.* at ¶ 19.

The expert investigation and analysis were essential to Class Counsel's ability to identify the alleged Defect, and analyze the nature of All-Clad's conduct and potential claims and remedies. *See id.* at ¶¶ 4-6, 19, 23-24. Class Counsel thus spent a significant amount of time analyzing information regarding the alleged Defect. *See id.* at ¶¶ 2-5. Class Counsel also expended significant resources researching and developing the legal claims at issue. *Id.* at ¶ 2. Class Counsel is familiar with the claims as they have litigated and resolved cases with similar product defect and false advertising factual and legal issues. *Id.* at ¶ 50. Class Counsel has experience in understanding the remedies and damages at issue, as well as what information is critical in determining class membership. *Id.*

D. Mediation and Subsequent Settlement Discussions

As already referenced above, the Parties began preliminary settlement discussions more than twenty-one months ago, in October of 2020. *Id.* at ¶ 21. Specifically, early in the *Mears* litigation the Parties' mediated with Judge Kramer. *Id.* at ¶ 22.

Prior to mediation, the Parties exchanged requests for information pursuant to Fed. R. Evid. 408. *Id.* at ¶ 23. The Plaintiffs also made a detailed settlement demand and provided preliminary expert work in support thereof. *Id.* The Parties also provided detailed mediation statements to Judge Kramer, which were exchanged prior to mediation. *Id.*

As a result of extensive expert investigation, as well as independent investigation of Class Counsel regarding the dishwasher-safe representations and the alleged Defect, Plaintiffs and Proposed Class Counsel entered these settlement negotiations with substantial information about the nature and extent of the challenged practices, and the merits of the legal claims and factual allegations. *Id.* at ¶ 24. Plaintiffs and Class Counsel also had the ability to review key documents in this matter, including significant discovery from Defendants. *Id.* Review of this information positioned Proposed Class Counsel to evaluate with confidence the strengths and weaknesses of Plaintiffs' claims and prospects for success at class certification, summary judgment, and trial. *Id.*

The Parties attended two full-day mediation sessions (on October 13 and 14, 2020) with Judge Kramer. *Id.* at ¶ 25. While the Parties were able to make some progress toward settlement of this pending litigation, the Parties were unable to fully resolve this matter at that time. *Id.* Following the unsuccessful mediation, litigation ensued. *Id.* at ¶ 26.

After consolidation of the various actions into the multidistrict litigation in the Western District of Pennsylvania, and continued litigation therein, the Parties scheduled a second round of formal mediation on February 16, 2022, with Judge Andersen. *Id.* Prior to the mediation, the Parties spent months negotiating the terms of the settlement agreement, and regularly participating in Zoom conferences to ensure the success of the second round of mediations. *Id.*

While many issues were negotiated prior to the February 16th mediation, the mediation took another full day that went late into the night, and included attendees participating via Zoom

from France, to resolve further substantive issues, including establishment of the Common Fund. *Id.* at ¶ 27. During this round of formal mediation, the Parties were able to make substantial progress toward settlement of this pending litigation, and the Parties reached an agreement on terms and the Common Fund. *Id.*

Following the February 16th mediation, the Parties continued to negotiate the details of the Settlement Agreement over the next five months, including the products that could be exchanged, the release, claims administrator, notice plan, and schedule. *Id.* at ¶ 28. To finalize the Settlement Agreement, the Parties had regular Zoom conferences and continued to exchange redlines and drafts of documents. *Id.* Accordingly, the terms of the Settlement Agreement were negotiated at arm's length, and always active.

III. MATERIAL TERMS OF THE SETTLEMENT AGREEMENT AND NOTICE PLAN

As described above, the Settlement Agreement provides for the establishment of a Common Fund up to \$4,000,000.00, with costs of administration, service awards, and Plaintiffs' Attorneys Fees and Costs paid separately. The Settlement Benefits provide three options for Settlement Class Members whose Cookware has experienced "Sharp Edges" and another option for Settlement Class Members whose Cookware has been discarded or not experienced "Sharp Edges."

In addition to the monetary value of the Proposed Settlement, All-Clad has removed and will continue to ensure its "dishwasher safe" representations are removed from Cookware marketing and in the marketplace.

The Proposed Settlement offers a substantial recovery to the Settlement Class and does so through a claims process that does not impose undue burden on the Settlement Class. The Settlement Agreement treats all Members of the Settlement Class fairly and equally as the recovery

is based upon whether Class Members are in possession of the Damaged Cookware or not, and the Proposed Settlement gives Class Members choices that are equal but also respects that consumer preferences may differ after Class Members have learned about the alleged Defect.

A. The Settlement Fund

Defendants will establish a Common Fund that will provide for the refunds available to Class Members under the Damaged Cookware benefits. No other aspects of the Proposed Settlement will be drawn from the Settlement Fund, meaning all other expenses incurred by Defendants under the Proposed Settlement are in addition to the monetary value allocated toward the Common Fund, as follows:

1. A \$3,000,000 fund will be created 30 days after the Claims Administrator has engaged in the process of determining the number of claims where the Cookware submitted constitutes Damaged Cookware, which will be used to reimburse consumers who chose to return the Damaged Cookware to All-Clad in exchange for new D3/D5 cookware of the same type/style and also claim a \$75 refund (discontinued LTD cookware will be replaced with similar D3 cookware);
2. Each refund for Damaged Cookware will be \$75.
3. If the amount of refund claims totals less than \$3,000,000, All-Clad will create a fund in the actual amount of all such claims.
4. If the amount of refund claims exceeds \$3,000,000, All-Clad will add as much money as needed to pay such claims, up to an additional \$1,000,000, for a total of \$4,000,000.
5. If the total amount of refund claims exceeds \$4,000,000, the amount paid on each claim will be reduced *pro-rata*.

B. The Settlement Class

Plaintiffs seek preliminary approval of the Settlement on behalf of the following Settlement Class:

All persons in the United States, including Puerto Rico and the District of Columbia, who, between January 1, 2015, and the date of the filing of the Motion for Preliminary Approval, have purchased All-Clad D3, D5, or LTD Cookware who do not exclude themselves from (opt-out of) the class.

Excluded from this Settlement Class are:

Defendants, as well as Defendants' affiliates, employees, officers, and directors, attorneys, agents, insurers, and the attorneys representing Defendants in this case; the judges and mediators to whom this case is assigned and their immediate family members; all persons who request exclusion from (opt-out of) the Settlement; anyone claiming personal injury, property damage (other than to their Cookware), or subrogation; and all persons who previously released any claims encompassed in this Settlement.

Plaintiffs and All-Clad agree that the Settlement Class includes tens of thousands of members.

C. Class Benefits

Settlement Class Members fall into two distinct groups with different options for relief, each of which is of equal value. Settlement Class Members who are in current possession of the Damaged Cookware are entitled to select one of three of the following options:

- Option 1. Settlement Class Members electing this Option will submit the Damaged Cookware to All-Clad. In exchange, they will receive replacement Cookware of the same type/style and apply for a \$75 refund;
- Option 2. Settlement Class Members electing this Option will submit the Damaged Cookware to All-Clad. In exchange, they will receive either (i) Hard Anodized (HA1) five-piece fry-pan set (SKU 2100122734) or (ii) Essentials Hard Anodized Nonstick thirteen-piece cookware set (SKU 2100120788);
- Option 3. Settlement Class Members electing this Option will submit the Damaged Cookware to All-Clad. In exchange, they will apply for a future credit of 50% off purchases, up to \$1,200, on All-Clad's website.

All-Clad will cover all shipping costs, including both the shipment of the Damaged Cookware from the Settlement Class Members as well as the shipment of any cookware under Options 1 or 2 to Settlement Class Members.

Settlement Class Members who no longer possess the Damaged Cookware or who have the Cookware but whose Cookware has not yet manifested sharp edges are entitled to the following:

- Alternate Option. Settlement Class Members electing this Option will submit a claim, with proof of purchase, for a future purchase credit of 35% off purchases, up to \$750.00, on any product(s) on All-Clad's website. Proof of purchase can include a store receipt, invoice, order confirmation, credit card receipt, canceled check, or other document(s) demonstrating that you purchased Cookware during the class period.

All-Clad also affirms that it has completed packaging changes to remove "dishwasher-safe" representations from all of the Cookware packaging and labeling and has also completed removal of the "dishwasher-safe" representations on the All-Clad website and any other promotional and marketing materials. All-Clad has notified its authorized retailers of the removal of the "dishwasher-safe" representations on the All-Clad website and any other promotional and marketing materials and is actively working to complete re-notification instructing retailers to remove "dishwasher-safe" representations from floor models and other marketing materials. The purpose of including this affirmation in the Proposed Settlement is to ensure that the Cookware, and any associated advertising and marketing materials, no longer represents to consumers that the Cookware is dishwasher safe.

D. Class Notice

Defendants will pay all costs related to the notice program separate and apart from any relief provided to the Settlement Class.

Subject to the Court's approval of the notice program, notice dissemination will be commenced within 60 days after entry of the Preliminary Approval Order.

The notice program will consist of direct email notice to purchasers of All-Clad Cookware and a digital (online) notice program, targeted to potential members of the class, and designed to reach or exceed 70% of the target audience. Direct email notice will be accomplished using email addresses contained in All-Clad's registration records and email addresses provided to the Claims Administrator by All-Clad's authorized retailers. The Parties were also able to successfully negotiate with most of All-Clad's largest authorized retailers to provide direct email notice to the Settlement Class Members or to provide the email addresses to the Claims Administrator for direct notice. All-Clad's authorized retailers participating in the notice program include Amazon; Macy's; Bloomingdale's; Crate & Barrel; and Williams-Sonoma. Amazon estimates that its direct email notice typically meets or exceeds 90% reach of its customers.

The Settlement Class Notice, in a form substantially similar to the one attached to the Settlement Agreement (Exhibit 1) as Exhibit "A," will advise Class Members of the general terms of the settlement, including a description of the case, information regarding the identity of the Class members, and what claims will be released. Additionally, exclusion from the Settlement and opt-out procedures will be explained as well as how Class Members may exercise their right to object to the proposed Settlement at the Final Approval Hearing. The Notice will also detail the amount of requested attorneys' fees as well as the amount of the Settlement Class Representative Service Payments. Lastly, the Notice will include a Claim Form, in a form substantially similar to the one attached to the Settlement Agreement (Exhibit 1) as Exhibit "B," which will be how Class Members demonstrate their eligibility for recovery.

E. Claims Process

In order for a claim to be eligible, Settlement Class Members must submit a Claim Form to the Claims Administrator that is post-marked during the Claims Submission Period or submitted through the online portal during the Claims Submission Period, and for Settlement Class Members who are not exchanging Damaged Cookware, will include proof of purchase such as store receipt, invoice, order confirmation, credit card receipt, canceled check, or other document(s)

The Claims Administrator will review all properly submitted claims on a rolling basis upon receipt. The Claims Administrator will be responsible for conditionally approving the claim by ensuring that all information and documentation required under this Settlement Agreement has been submitted. Following the Effective Date, the Claims Administrator will submit those properly supported and conditionally approved claims to All-Clad for processing and payment.

The Claims Administrator will process claims for relief based on return of Damaged Cookware as follows. First, within 15 days of the latter of the Effective Date or the close of the Claims Submission Period, the Claims Administrator will provide to All-Clad a detailed report identifying all Settlement Class Members who have elected to return their Damaged Cookware so that All-Clad can arrange for shipping. The report will also identify which Option those Settlement Class Members have elected. Second, within 15 days of receiving that detailed report, All-Clad will arrange for the return of the Damaged Cookware from the Settlement Class Members on the Returns List. Third, Settlement Class Members will have 30 days from the date All-Clad arranges for the return of the Damaged Cookware to All-Clad to return the Cookware to All-Clad. Upon receipt of the Damaged Cookware and confirmation that the Cookware has experienced the “Sharp Edges” issue, All-Clad will inform the Claims Administrator which Settlement Class Members’

Damaged Cookware was returned. Then, the Claims Administrator will calculate and inform All-Clad of the total amount of \$75 refunds to be issued for purposes of funding the Settlement Fund.

If All-Clad determines that the Settlement Class Member's returned Cookware is not exhibiting the "Sharp Edges" issue, All-Clad will so inform the Claims Administrator, which will inform the Settlement Class Member, Settlement Class Counsel, and Defendants' Counsel of that determination. Should the Settlement Class Member wish to dispute All-Clad's determination, they may follow the dispute-resolution procedures in Exhibit 1 at 15(E).

Once the Claims Administrator has informed All-Clad of the amount of \$75 refunds, All-Clad will fund the Settlement Fund. Then, the Claims Administrator will commence issuing refund payments or future purchase credits, as applicable, to those Settlement Class Members. Within 30 days of issuing refund payments or future purchase credits, All-Clad will commence shipping the replacement products to those Settlement Class Members seeking replacement products, subject to supply chain constraints. Separately, within 30 days of the latter of creation of the Settlement Fund, the Claims Administrator will issue future purchase credits to all Settlement Class Members who have not experienced the "sharp edges" issues or have discarded the Cookware, and who have submitted a claim for a future credit purchase.

As mentioned above, All-Clad will pay all costs associated with the claims process separate and apart from any relief provided to the Settlement Class.

F. Attorneys' Fees and Costs and Service Awards to Named Plaintiffs

The amount of Settlement Class Counsel Fees and Expenses to be paid to Class Counsel shall be determined by the Court. After the Court preliminarily approves the Settlement, Class Counsel may submit a Fee Application to the Court.

The Parties have agreed that Settlement Class Counsel will seek Settlement Class Representative Service Payments (not to exceed \$2,500.00) from the Court for each Class Representative, to be paid separate and apart from any relief provided to the Settlement Class.

The Parties have agreed that Settlement Class Counsel may apply for an award of attorneys' fees, inclusive of costs and expenses, and Settlement Class Representative Service Payments, not to exceed \$2,000,000.00 in the aggregate, to be paid separate and apart from the Common Fund or any other relief provided to the Settlement Class.

The enforceability of the Agreement is not contingent on the amount of attorneys' fees or costs or Service Awards to Named Plaintiffs that may be approved by the Court.

IV. LEGAL STANDARD

“A class action settlement is left to the sound discretion of the district court.” *In re N.J. Tax Sales Certificates Antitrust Litig.*, 750 Fed. App'x 73, 76 (3d Cir. 2018). However, the Third Circuit recognizes a strong presumption premised upon “[t]he strong judicial policy in favor of class action settlement [which] contemplates a circumscribed role for the district courts in settlement review and approval proceedings.” *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 594 (3d Cir. 2010); *see also Hughes v. InMotion Entm't*, No. 07cv1299, 2008 WL 3889725, at *6 (W.D. Pa. Aug. 18, 2008) (“The strong public policy and high judicial favor for negotiated settlements of litigation is particularly keen in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation.”) (internal quotation marks omitted).

Ultimately, “[p]reliminary approval of a proposed class action settlement is not binding on the Court and is generally granted unless a proposed settlement is obviously deficient.” *McRobie v. Credit Prot. Assoc.*, No. 5:18-cv-00566, 2020 WL 6822970, at *3 (E.D. Pa. Nov. 20, 2020).

“[W]here the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class and falls within the range of possible approval, preliminary approval is granted.” *Shapiro v. Alliance MMA, Inc.*, No. 17-2583 (RBK/AMD), 2018 WL 3158812, at *2 (D.N.J. June 28, 2018). “[T]he bar to meet the ‘fair, reasonable and adequate’ standard is lowered” for preliminary approval such that a settlement agreement will fall within the range of possible approval and avoid obvious problems and deficiencies so long as “(1) the settlement negotiations occurred at arm’s length, (2) there was sufficient discovery, and (3) the proponents of settlement are experienced in litigation.” *Kopchak v. United Res. Sys.*, No. 13-5884, 2016 WL 4138633, at *6 (E.D. Pa. Aug. 4, 2016) (citing *Harlan v. Transworld Sys., Inc.*, 302 F.R.D. 319, 324 (E.D. Pa. 2014)).

Where “the Court has not already certified a class, the Court must also determine whether the proposed settlement class satisfies the requirements of Rule 23.” *Id.* “Thus, in connection with an order preliminarily granting approval of a class action settlement, the Court is not certifying the class at the preliminary approval stage, but rather, is making a preliminary determination that it will likely be able to certify the class at the final approval stage.” *Maverick Neutral Levered Fund, Ltd. v. Valeant Pharma. Int’l, Inc.*, No. 3:20-cv-02190 (MAS) (LHG), 2021 WL 7872087, at *5 (D.N.J. Jan. 26, 2021). Conditional certification “for purposes of providing notice” requires “a preliminary determination that the proposed class satisfies the criteria set out in Rule 23(a) and at least one of the subsections of Rule 23(b).” *In re: Processed Egg Prods. Antitrust Litig.*, 2014 WL 12610216, at *1 (E.D. Pa. July 30, 2014) (citing David F. Herr, *Ann. Manual for Complex Litig.* § 21.632 (West, 4th ed. 2013)).

V. THE SETTLEMENT SHOULD BE PRELIMINARILY APPROVED

The Proposed Settlement is the product of more than two years of litigation, and numerous arm’s-length negotiations with the assistance of two different mediators who were neutral and are experienced in class action litigation, which is one of the primary procedural factors the Court considers in reviewing a preliminary approval motion. *See Glaberson v. Comcast Corp.*, No. 03-6604, 2014 WL 7008539, at *4 (E.D. Pa. Dec. 12, 2014) (“Preliminary approval analysis often focuses on whether the settlement is the product of arms-length negotiations.”) (internal quotation marks omitted); Rubenstein, *Newberg on Class Actions* §13:14 (5th ed. 2015) (“The primary procedural factor courts consider in determining whether to preliminarily approve a proposed settlement is whether the agreement arose out of arms-length-noncollusive negotiations.”). Further, all of the relevant factors weigh in favor of the Proposed Settlement here. The Proposed Settlement is fair, adequate, and reasonable. Given the attendant risks of continued litigation without Settlement, such as losing claims at the motion to dismiss stage, the possibility of denial of class certification, the possibility of losing claims at summary judgment, and the possibility of a protracted and complex trial requiring an expensive battle of the experts followed by an appeal, the Settlement is in the best interest of Class Members and this Court should preliminarily approve the Settlement and certify a Settlement Class.

E. The Settlement Was the Result of Arm’s Length Negotiations Between the Parties, Has No Obvious Deficiencies, and Treats Settlement Class Members Equally.

As required (and explained in *Kopchak*, above), the settlement negotiations in this action occurred at arm’s length, the Parties had sufficient discovery to make an informed judgment about what a reasonable settlement would be, and the attorneys working on settlement have years of class action litigation experience. Specifically, Proposed Class Counsel have extensive experience

handling product defect and false advertising class action lawsuits, with successful results and recoveries to class members across the country. *See* Exhibit 2 at ¶ 49.

Further, although the Parties worked for months to resolve the case and finalize the Settlement, “essentially all the issues were tested in the crucible of the adversarial process.” *Glaberson v. Comcast Corp.*, No. 03-6604, 2014 WL 7008539, at *4 (E.D. Pa. Dec. 12, 2014). The Parties were fully aware of the strengths and weaknesses of each other’s positions as well as their own. Only after bringing that knowledge to a second round of formal mediation on February 16, 2022, and by working with Judge Andersen, a highly respected and experienced mediator, were the Parties able to reach a settlement in principle. Nonetheless, it took the Parties an additional five months and multiple rounds of exchanged drafts to come to an agreement on the full final language of the Settlement.

Sufficient formal and informal discovery occurred for proposed Class Counsel to make informed strategy decisions regarding the Settlement. In addition, from the inception of the case, undersigned counsel consulted with an expert to understand the alleged Defect, and the expert’s investigation and analysis informed how Plaintiffs constructed the complaints, their responses to motions to dismiss, the discovery served on Defendants, and Plaintiffs responses to discovery served by Defendants. Discovery began prior to consolidation of the various cases into this MDL, and it has continued since the consolidation. Plaintiffs were able to seek discovery of critical documents in part because of Proposed Class Counsel’s work with the consulting expert. Proposed Class Counsel also diligently sought documents through informal discovery. Through all of Proposed Class Counsel’s substantial efforts, sufficient discovery has been conducted for Proposed Class Counsel to make informed judgments for purposes of Settlement, and additional discovery would provide little value in further assessing the merits of Plaintiffs’ claims and defenses.

The Settlement also treats Settlement Class Members fairly. The Parties labored to provide choices to Settlement Class Members with the understanding that some Settlement Class Members may no longer have the Damaged Cookware or other Class Members' Cookware may not have ever developed "sharp edges." Those individuals are eligible for a significant future purchase credit. The Parties also took into account the fact that some Settlement Class Members might want to exchange the Damaged Cookware for Cookware of the same style, but that those individuals should still receive a partial refund because they purchased the Cookware initially under the belief that it was dishwasher safe. The Parties also respected that some Settlement Class Members may not want to use a new set of the same style of Cookware because of the importance of having dishwasher-safe cookware that will not deteriorate, and therefore the Settlement provides Settlement Class Members with the option to exchange the Damaged Cookware for designated dishwasher-safe cookware or a future purchase credit that would allow them to select their own preferred cookware. These offers have significant value.

F. The Settlement Falls Within the Range of Possible Approval.

The Settlement is within the range of settlements worthy of final approval as fair, reasonable, and adequate. The Settlement resolves the core dispute in the case: that Defendants led consumers to believe that the Cookware was dishwasher-safe when, in fact, it was not. The Settlement gives Settlement Class Members the option to elect dishwasher-safe cookware or cookware of their choosing that does not contain representations as pertains to "dishwasher-safe."

Importantly, the benefits of the Settlement must be weighed against the inherent risks of continued litigation. Although the litigation has lasted over two years, and several rounds of briefing on motions to dismiss, the motions to dismiss have not yet been decided, leaving significant risk and uncertainty for Plaintiffs. The \$3,000,000 to \$4,000,000 value of the fund

reflects these risks while providing a sound recovery for the relative damages suffered by the Settlement Class Members.

The Third Circuit has adopted a number of tests, including the *Girsh* nine-factor test, to assist district courts in determining whether a settlement is fair, reasonable, and adequate. *In re Prudential*, 148 F.3d 238, 317 (3d Cir. 1998). “At the preliminary approval stage, however, the Court need not address these factors, as the standard for preliminary approval is far less demanding.” *Gates v. Rohm and Haas Co.*, 248 F.R.D. 434, 444 n.7 (E.D. Pa. 2008).

G. The Proposed Notice Program Is Adequate.

Rule 23(e) of the Federal Rules of Civil Procedure requires that Settlement Class Members are provided the “best notice that is practicable under the circumstances.” The Settlement Agreement accounts for each requirement under the Rules. *See* Exhibit 3. Under the Settlement Agreement, the Settlement Class Notice will be disseminated within 60 days of the date of the Preliminary Approval Order. Purchasers of the Cookware will be emailed utilizing All-Clad’s records of purchasers, as well as information provided by retailers. An online notice program will also be created. The Settlement Class Notice will contain the nature of the action; the definition of the class certified; the claims; information pertaining to all the rights afforded to the Settlement Class Members; information pertaining to all obligations of the Settlement Class Members; and information pertaining to all possible relief available. This will afford Settlement Class Members “due process” as necessary under the rules. *Gates v. Rohm and Haas Co.*, 248 F.R.D. 434, 445 (E.D. Pa. 2008). The means by which the Parties intend to disseminate notice is with the intent of providing the most comprehensive notice possible.

VI. THE COURT SHOULD ADOPT THE FOLLOWING SCHEDULE FOR SUBSEQUENT CLASS-RELATED EVENTS

An order preliminarily certifying the Settlement Class and preliminarily approving the proposed Settlement Agreement would trigger a series of events designed to inform absent Class Members about the Order. In the Settlement Agreement, the Parties agreed to a schedule for those events. For the Court's convenience, the Plaintiffs recite the agreed-upon schedule as follows and ask the Court to include these deadlines in any Order granting the preliminary approval motion.

Event/Action	Days After Preliminary Approval
Preliminary Approval Order (PAO)	0
Defendants' Counsel Notifies States' Attorneys General of PAO	10
Angeion Establishes Settlement Website.	60
Angeion Establishes Toll-Free Number to Request Claims Forms	60
Dissemination of Settlement Class Notice	60
Motion for an Award of Attorneys' Fees, Costs, Expenses and Settlement Class Representative Service Payments	60
1. Opt-Out from or Objection to Settlement Request 2. Notice of Appearance for Attorney Representing Objector 3. Objection Filing	105
1. Final Approval Motion 2. Defendants' Declaration re: Claims Administration	130
Defendants File Declaration by Claims Administrator	130

Set Deadline for Final Approval Hearing	145
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Event/Action	Days After Final Approval Order
Final Approval Order (FAO)	0
Claims Deadline	60
Angeion Validates Clams, Forwards Returns List to All-Clad	75
All-Clad Starts Sending RMAs	90
Class Members Must Return Cookware	120
All-Clad Validates Returns for Sharp Edges, Reports to Angeion	150
Angeion Totals \$75 Claims for Settlement Fund	155
All-Clad Funds Settlement Fund	165
<ol style="list-style-type: none"> 1. Angeion Begins Sending \$75 Payments. 2. Angeion/All-Clad Begins Sending Credits. 3. All-Clad Begins Sending Replacement Cookware 	180

There are blanks in the Proposed Preliminary Approval Order to fill in the dates for the actual deadlines corresponding to the time periods set forth in the Settlement Agreement, which are calculated based upon the date the Preliminary Order is signed.

The agreed-upon schedule begins to run from as soon as practical from the date on which this Court enters a Preliminary Approval Order. These dates appear in the master schedule in the Preliminary Approval Order.

Settlement Class Members who wish to object to the Settlement must do so 45 days after the Notice Plan begins. To be eligible to receive a payment from the Settlement, Settlement Class Members must submit a completed Claims Package within four months of the Effective Date.

Paragraph 17 of the Preliminary Approval Order provides a blank for a date for the Final Fairness Approval Hearing, which the Parties request to be at least 145 days from the date of the Preliminary Approval Order is entered. The Parties will present at the Final Fairness Hearing any further evidence necessary to secure final approval of the Settlement Order.

VII. THE SETTLEMENT CLASS SHOULD BE CONDITIONALLY CERTIFIED

H. The Rule 23(a) Requirements are Satisfied

In order for the Court to certify a class, Rule 23(a) of the Federal Rules of Civil Procedure requires the following: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

1. The Settlement Class is so numerous that joinder is impracticable.

The Parties agree that there are tens of thousands of consumers across the United States who have purchased the Cookware who may be entitled to the relief provided by the Settlement. It is well established that “if the named plaintiff demonstrates that the potential number of plaintiffs exceeds 40, the first prong of Rule 23(a) has been met.” *In re Ins. Brokerage Antitrust Litig.*, 282 F.R.D. 92, 106 (D.N.J. 2012) (quoting *Stewart v. Abraham*, 275 F.3d 220, 226–27 (3d Cir. 2001)). Many of these customers purchased the Cookware from the largest retailers of home goods in the country, including Amazon, Macy’s, Bloomingdales, Crate & Barrel, William-Sonoma, and Bed Bath & Beyond. All-Clad has provided sales data demonstrating there has been

a substantial amount of Cookware distributed to its retailers during the Class Period. Exhibit 2 at ¶ 31. Although many consumers have multiple pieces of the Cookware, it is clear that the Settlement Class Members are in the tens of thousands. *Id.* Accordingly, numerosity is plainly met in this case.

2. There are questions of law and fact common to the Settlement Class.

Commonality is present where resolution of a common question of law or fact is “of such a nature that it is capable of class-wide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350, 131 S. Ct. 2541, 2551 (2011). All that is necessary to satisfy commonality in the Third Circuit is that “the named plaintiffs share at least one question of fact or law with the grievances of the prospective class.” *Newton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 259 F.3d 154, 183 (3d Cir. 2001).

The Settlement Class undoubtably meets this low threshold. From the outset, the heart of the litigation centered on two essential questions: Whether the Cookware contained a defect and whether the Cookware was dishwasher safe as represented. Then, there are additional questions common to the class, such as whether Defendants knew or should have known about the alleged Defect in the Cookware and whether Defendants knew or should have known that the Cookware was not dishwasher safe. Additionally, there are legal questions whether Defendants breached either express or implied warranties relating to the Cookware as well as whether Defendants engaged in unfair, unconscionable, or deceptive trade practices by selling and/or marketing the allegedly defective Cookware. The issues involving the Settlement Class are sufficient to demonstrate commonality.

3. Plaintiffs' claims are typical of the claims of the Settlement Class.

Typicality requires that the claims of class representatives and class members “arise out of the same conduct and core facts.” *In re Pet Food Prods. Liab. Litig.*, 629 F.3d 333, 342 (3d Cir. 2010). “If the claims of the named plaintiffs and putative class members involve the same conduct by the defendant, typicality is established regardless of factual differences.” *Newton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 259 F.3d 154, 183 (3d Cir. 2001). The inquiry overlaps with the commonality analysis, and the two “tend to merge because they focus on similar aspects of the alleged claim.” *Id.* (cleaned up).

Here, the typicality requirement is met because the Named Plaintiffs alleged that they suffered the same injury—the falsely marketed, defective product—as the other Settlement Class Members. Each Class Member purchased the Cookware, which was uniformly marketed as dishwasher safe, but which Plaintiffs alleged was not.

Furthermore, in nationwide class settlements, variations in state laws do not impact the typicality analysis as “concerns regarding variations in state law largely dissipate when a court is considering the certification of a settlement class.” *Sullivan v. DB Invs. Inc.*, 667 F.3d 273, 304 (3d Cir. 2011). Differences in state law claims between the Named Plaintiffs and other Settlement Class Members, and in particular claims under different states’ consumer protection statutes, should not preclude certification of the class for purposes of settlement.

4. Plaintiffs will fairly and adequately represent the Settlement Class.

Adequacy “requires a determination of (1) whether the representatives’ interests conflict with those of the class and (2) whether the class attorney is capable of representing the class” and the analysis “tend[s] to merge with the commonality and typicality criteria.” *Newton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 259 F.3d 154, 185 (3d Cir. 2001). Adequacy will be found

unless there is a “legally cognizable conflict of interest.” *Jordan v. Commonwealth Fin. Sys., Inc.*, 237 F.R.D. 132, 139 (E.D. Pa. 2006).

Here, each Named Plaintiff owns the same allegedly Damaged Cookware as the absent Settlement Class Members do, and have suffered the same injuries. Therefore, their interests are fully aligned with all other Class Members.

Second, Class Counsel meet the threshold set by Rule 23(g) as Class Counsel have extensive experience in prosecuting complex product defect and false advertising cases such as this one. *See* Exhibit 2.

I. The Requirements of Rule 23(b)(3) are Satisfied

Under Rule 23(b)(3) of the Federal Rules of Civil Procedure, the Court may certify a class action if “the court finds that the questions of law or fact common to class members predominate over any other questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

1. Common Questions Predominate

“The predominance inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.” *Sullivan v. DB Invs. Inc.*, 667 F.3d 273, 297 (3d Cir. 2011). The commonality inquiry is so similar to predominance that the “commonality requirement [is] incorporated into the more stringent Rule 23(b)(3) predominance requirement.” *Id.* “[A]s long as a sufficient constellation of common issues binds class members together, variations in the sources and application of applicable law will not foreclose class certification.” *Id.* at 301 (cleaned up). At its core, “[a] common scheme generates predominant legal and factual questions.” *In re Nat’l Football League Players’ Concussion Inj. Litig.*, 307 F.R.D. 351, 380 (E.D. Pa. 2015).

For the reasons identified above under the commonality analysis, the class satisfies the

predominance inquiry. Plaintiffs allege that Defendants perpetrated a common scheme involving the Defective Cookware, as well as the misrepresentations that the Cookware would be dishwasher safe. Accordingly, Defendants' alleged conduct was common to all Settlement Class Members, and any claim that Settlement Class Members may bring will be premised upon the alleged Defect or the dishwasher-safe misrepresentations. "Additionally, settlement itself allows common issues to predominate." *Id.* at 381. Settlement makes "[v]ariations in state consumer protection laws [] irrelevant because a settlement would eliminate the principal burden of establishing the elements of liability under disparate laws." *In re Budeprion XL Mktg. & Sales Litig.*, MDL No. 2107, 2012 WL 2527021, at *8 (E.D. Pa. July 2, 2012). Although the Settlement Class Representatives hail from some, but not all, states in the United States, this does not undermine the predominance analysis because the allegations about defective Cookware or the dishwasher-safe representations will underlie any claims brought by Settlement Class Members regardless of the state where they reside.

2. Class Treatment of Plaintiffs' Claims is Superior

"The superiority requirement asks the court to balance, in terms of fairness and efficiency, the merits of a class action against those of alternative available methods of adjudication." *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 533–34 (3d Cir. 2004) (internal citations omitted). "Class litigation is superior to other methods of adjudication when it would not be practicable to undertake the individualized inquiries necessary for the potential claims." *Griffin v. Zager*, No. 16-1234 (ES) (MAH), 2017 WL 3872401, at *5 (D.N.J. Sept. 1, 2017). Several factors the Court may consider are "the class members' interests in individually controlling litigation, the extent, and nature of any litigation, the desirability, or understandability of concentrating the litigation, and the likely difficulties in managing a class action." *Abramson v. Agenta, LLC*, No. 18-615,

2021 WL 3370057, at *9 (W.D. Pa. Aug. 3, 2021). However, when approving a class for settlement purpose, “the Court need not consider the final factor.” *Id.*

Class treatment is the superior method here. Nothing suggests that individuals are more likely to file individual actions or settle and recover on individual actions. Class treatment will offer “prompt relief and avert[] the undue costs class members would incur in prosecuting their claims individually.” *Nyby v. Convergent Outsourcing, Inc.*, No. 15-886 (ES) (MAH), 2017 WL 3315264, at *6 (D.N.J. Aug. 3, 2017). By contrast, compensation resulting from litigation is highly uncertain and may not be received before lengthy, and costly trial and appellate proceedings. The Proposed Settlement removes the overwhelming and redundant costs of individual trials. It also affords equal benefits and treatment to the Settlement Class. Very few cases have been filed related to the present case, showing a reluctance of consumers to bring a “very small claim in relation to the cost of prosecuting a lawsuit.” *In re Comcast Corp. Set-Top Cable Television Box Antitrust Litig.*, 333 F.R.D. 364, 376 (E.D. Pa. 2019). Accordingly, superiority is met.

J. The Class Is Ascertainable

The Third Circuit requires that Plaintiffs show ascertainability as “an essential prerequisite of a class action, at least with respect to actions under Rule 23(b)(3).” *Marcus v. BMW of N.A., LLC*, 687 F.3d 583, 592–93 (3d Cir. 2012). Plaintiffs demonstrate ascertainability by showing “(1) the class is defined with reference to objective criteria; and (2) there is a reliable and administratively feasible mechanism for determining whether putative class members fall within the class definition.” *Somogyi v. Freedom Mortg. Corp.*, 495 F.Supp.3d 337, 347 (D.N.J. 2020). Here, ascertainability is met because the objective criteria for defining the class is consumers who purchased D3, D5, and LTD Stainless Steel Cookware, and determining who purchased the

Cookware can be reliably and feasibly determined based upon Defendants' records and those of Defendants' authorized retailers, as is being done with the Notice Plan.

K. Class Counsel's Applications for (i) Attorneys' Fees and Costs and (ii) Service Awards

Class Counsel have not been paid for their extensive efforts or reimbursed for litigation costs and expenses incurred. The Parties negotiated and agreed upon attorneys' fees and costs only after agreeing on all other material terms of the Settlement. The Parties have agreed that proposed Class Counsel may apply for an award of attorneys' fees, inclusive of costs and expenses, and Settlement Class Representative Service Payments, not to exceed \$2,000,000 in the aggregate. The \$2,000,000 will be paid by Defendants, separate and apart from any relief provided to the Settlement Class. The Parties have also agreed that proposed Class Counsel will seek Settlement Class Representative Service Payments in an amount not to exceed \$2,500.00, which is also separate and apart from any relief provided to the Settlement Class. Thus, any benefits provided to the Settlement Class will not be impacted by Defendant's payment of Service Awards and Attorneys' fees.

Class Counsel is not seeking an award of attorneys' fees at this time and, pursuant to the Settlement, will file a motion and supporting memoranda requesting an award of attorneys' fees, inclusive of costs, expenses, and Settlement Class Representative Service Payments within 60 days of entry of the Preliminary Approval Order. The Court, therefore, need not address attorneys' fees, costs, and service awards at this time. *See In re Nat'l Football League Players Concussion Inj. Litig.*, 821 F.3d 410, 444 (3d Cir. 2016) ("The petition for a fee award will be submitted to the Court at a later date. Objectors will then be able to present arguments as to why the requested award is improper, and the Court will have discretion to modify the award in whatever way it sees fit."); *In re Wawa, Inc. Data Sec. Litig.*, 2021 WL 3276148, at *13 (E.D. Pa. July 30, 2021) ("At

this time, the Court declines to further address attorneys’ fees issues because a formal motion will be filed at a later date, at which time the Court can fully analyze the request and any opposition to it.”); *McRobie v. Credit Prot. Assoc.*, No. 5:18-cv-00566, 2020 WL 6822970, at *5 (E.D. Pa. Nov. 20, 2020) (“[T]he Court defers a finding as to the propriety of the amount of requested attorneys’ fees in this case.”).

CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court:

1. Preliminarily approve the Settlement Agreement;
2. Certify the Rule 23(b)(3) Settlement Class (defined on page 17 above);
3. Appoint Martha Geer, Harper Segui, and Rachel Soffin of Milberg Coleman Bryson Phillips Grossman, PLLC as Settlement Class Counsel;
4. Appoint Angeion Group as the Claims Administrator; and
5. Enter the proposed schedule in Paragraphs 10-17 of the Proposed Order, or another schedule, for notice, opt-out deadlines, objections deadlines, and dates for final approval briefing and hearing.

DATED: July 29, 2022

Respectfully submitted,

/s/ Harper T. Segui

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*Admitted *pro hac vice*.

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of July 2022, a true and correct copy of the foregoing was served upon counsel of record via the Court's Electronic Case Filing system.

/s/ Harper T. Segui _____
Harper T. Segui

EXHIBIT

1

SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs Jean Greeff, Carol Egidio, Beira Montalvo, Miranda Murray, and Brandi Milford (collectively “Plaintiffs”), by and through their counsel, and Defendants All-Clad Metalcrafters, LLC and Groupe SEB USA, Inc. (“Defendants”) (Plaintiffs and Defendants are collectively referred to as the “Parties”), by and through their counsel, hereby enter into this Settlement Agreement providing, subject to the Court’s approval, for the settlement of the claims herein described against Defendants (the “Settlement”).

WHEREAS, Plaintiff Justin Mears filed a putative class action against Defendants in the United States District Court for the Northern District of California (*Mears v. All-Clad Metalcrafters, LLC, et al.*, Case No. 3:20-cv-02662-SI) on April 16, 2020¹; Plaintiff Carol Egidio filed a putative class action against Defendants in the United States District Court for the District of Massachusetts (*Egidio v. All-Clad Metalcrafters, LLC et al.*, Civil Action No. 1:20-cv-12025) on November 11, 2020; Plaintiff Beira Montalvo filed a putative class action against Defendants in the United States District Court for the Southern District of Florida (*Montalvo v. All-Clad Metalcrafters, LLC et al.*, Civil Action No. 9:20-cv-82384) on December 22, 2020; and Plaintiffs Miranda Murray and Brandi Milford filed a putative class action against Defendants in the United States District Court for the Northern District of Georgia (*Murray et al. v. All-Clad Metalcrafters, LLC et al.*, Civil Action No. 1:21-cv-00095) on January 7, 2021; and

WHEREAS, discovery commenced in the *Mears* action; and

WHEREAS, on January 21, 2021, Defendants moved before the Judicial Panel on Multidistrict Litigation to consolidate the matters; and

¹ Plaintiff Mears was replaced by Plaintiff Greeff.

WHEREAS, on March 31, 2021, the Judicial Panel on Multidistrict Litigation consolidated the actions in the United States District Court for the Western District of Pennsylvania (*In re All-Clad Metalcrafters, LLC Cookware Marketing and Sales Practices Litig.*, MDL No. 2988, Master Case No. 2:21-mc-491-NR) (the “Action”); and

WHEREAS, following consolidation, discovery continued in the Action; and

WHEREAS, the Parties exchanged formal and informal discovery; and

WHEREAS, the Parties conducted extensive mediation sessions with the Honorable Richard A. Kramer (ret.) of JAMS on October 13 and 14, 2021; and

WHEREAS, the Parties continued settlement discussions thereafter; and

WHEREAS, the Parties conducted further mediation with the Honorable Wayne R. Andersen (ret.) of JAMS on February 16, 2022; and

WHEREAS, after extensive, vigorous discussions and arm’s-length negotiations, and numerous exchanges of information and settlement proposals, the Parties were able to reach an agreement to resolve the Action and the disputes between them; and

WHEREAS, Defendants expressly deny any wrongdoing alleged in the Action and do not admit or concede any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been or could have been alleged against them in the Action. Even though Defendants expressly deny any wrongdoing, Defendants have concluded that settlement is desirable in order to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all pending and potential claims of the Plaintiffs and the Class which Plaintiffs and the Class have or could have asserted in the Action; and

WHEREAS, while Plaintiffs firmly believe in the merits of their case, Plaintiffs recognize the substantial benefits to Plaintiffs and the Class under the terms of this Settlement Agreement

and the time, expense, and inherent uncertainties of protracted litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation, and believe that it is in their interest, and the interest of the Class, to resolve the Action, and any and all claims asserted in the Action against Defendants, in order to provide effective relief promptly to Plaintiffs and the Class in this Settlement Agreement; and

WHEREAS, the undersigned Parties believe that this Settlement Agreement offers significant benefits to the Class and is fair, adequate, reasonable, and in the best interest of the Class; and

WHEREAS, this Settlement Agreement is made and entered into by and among Plaintiffs, individually and on behalf of the Class, and Defendants;

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned Parties, as follows:

I. DEFINITIONS.

1. As used in this Settlement Agreement and the attached exhibits (which are an integral part of this Settlement Agreement and are incorporated in their entirety by reference), the following terms will have the meanings set forth below, unless this Settlement Agreement specifically provides otherwise. Where appropriate, terms used in the singular will be deemed to include the plural and vice versa.

A. “**Action**” means the litigation entitled *In re All-Clad Metalcrafters, LLC Cookware Marketing and Sales Practices Litig.*, MDL No. 2988, Master Case No. 2:21-mc-491-NR, pending in the United States District Court for the Western District of Pennsylvania.

B. “**All-Clad**” means All-Clad Metalcrafters, LLC.

C. “**Claim Form**” means a form in substantially the same form as that attached hereto as Exhibit “B.”

D. **“Claims Administrator”** means Angeion Group, LLC, the third-party entity that Defendants have selected, and for which Defendants will pay, to provide notice of and to administer the Settlement and the claims process.

E. **“Claims Submission Period”** means the time period during which Class Members may submit claims which will commence with the mailing of the Settlement Class Notice and will conclude sixty (60) days after the date of the Final Approval Order.

F. **“Class”** means all persons in the United States, including Puerto Rico and the District of Columbia, who, since January 1, 2015, have purchased All-Clad D3, D5, or LTD Cookware.

G. **“Cookware”** means All-Clad D3, D5, or LTD cookware, which is the subject of the Action.

H. **“Court”** means the United States District Court for the Western District of Pennsylvania, the Honorable J. Nicholas Ranjan, presiding, or his duly appointed successor.

I. **“Damaged Cookware”** means All-Clad D3, D5 or LTD Cookware, which is the subject of this Action, and which has experienced Sharp Edges as defined herein.

J. **“Defendants”** means All-Clad and Groupe SEB USA, as well as their predecessors, successors, assigns, parents, affiliates, directors, officers, agents, attorneys, representatives, and employees.

K. **“Defendants’ Counsel”** means Buchanan Ingersoll & Rooney PC and Lewis Brisbois Bisgaard & Smith LLP.

L. **“Effective Date”** means the earliest of the following: (1) the date of the Final Approval Order if no objections have been filed; (2) if any objections have been filed, the date on which the time for appeal from the Final Approval Order has elapsed without any appeals

being filed; or (3) if any appeal has been filed, the date on which all appeals from the Final Approval Order or from any appellate court decisions affirming the Approval Order have been exhausted, and no further appeal may be taken.

M. **“Final Approval Hearing”** means the hearing at which the Court will consider and decide whether to enter the Final Approval Order.

N. **“Final Approval Motion”** means the motion Plaintiffs will file in support of the Court’s final approval of the Settlement.

O. **“Final Approval Order”** means the Court order that finally approves this Settlement Agreement and makes such other final rulings as are contemplated by this Settlement Agreement.

P. **“Groupe SEB USA”** means Groupe SEB USA, Inc.

Q. **“Objection Deadline”** means the date agreed upon by the Parties, or otherwise ordered by the Court in the Preliminary Approval Order, by which any Class Members who wish to do so must object to the Settlement Agreement’s terms or provisions and submit any required statements, proof, or other materials and/or argument.

R. **“Opt-Out Deadline”** means the date agreed upon by the Parties, or otherwise ordered by the Court in the Preliminary Approval Order, by which any Class Members who do not wish to be included in the Settlement Class and participate in the Settlement Agreement must complete the acts necessary to properly effect such election.

S. **“Opt-Out List”** means a written list prepared by Settlement Class Counsel or the Claims Administrator of all Class Members who submit timely Requests for Exclusion.

T. **“Parties”** means the Plaintiffs and Defendants.

U. **“Plaintiffs”** means Jean Greeff, Carol Egidio, Beira Montalvo, Miranda Murray, and Brandi Milford.

V. **“Preliminary Approval Motion”** means the motion Plaintiffs will file in support of the Court’s preliminary approval of the Settlement.

W. **“Preliminary Approval Hearing”** means the hearing at which the Court will consider and decide whether to enter the Preliminary Approval Order.

X. **“Preliminary Approval Order”** means the order of the Court preliminarily approving this Settlement Agreement, a proposed version of which is attached hereto as Exhibit “C.”

Y. **“Release”** means the release and waiver set forth in Paragraph 31 of this Settlement Agreement and in the Final Approval Order.

Z. **“Request for Exclusion”** means any request by any Class Member to be excluded from (opt-out of) the Settlement.

AA. **“Settlement”** means the agreement by the Parties to resolve the Action, the terms of which have been memorialized and provided for in this Settlement Agreement and all the exhibits attached hereto.

BB. **“Settlement Agreement”** means this Settlement Agreement and all the exhibits attached hereto.

CC. **“Settlement Class Counsel”** means Martha Geer, Harper T. Segui, and Rachel Soffin of Milberg Coleman Bryson Phillips Grossman, PLLC.

DD. **“Settlement Class Counsel Fees and Expenses”** means the reasonable attorneys’ fees and expenses, inclusive of Class Representative Service Payments, approved by the Court, which Defendants will pay.

EE. **“Settlement Class Members”** or **“Settlement Class”** means all persons in the United States, including Puerto Rico and the District of Columbia, who, between January 1, 2015, and the date of the filing of the Motion for Preliminary Approval, have purchased All-Clad D3, D5, or LTD Cookware. Excluded from this definition are Defendants, as well as Defendants’ affiliates, employees, officers, and directors, attorneys, agents, insurers, and the attorneys representing Defendants in this case; the judges and mediators to whom this case is assigned and their immediate family members; all persons who request exclusion from (opt-out of) the Settlement; anyone claiming personal injury, property damage (other than to their Cookware), or subrogation; and all persons who previously released any claims encompassed in this Settlement.

FF. **“Settlement Class Notice”** means the Court-approved form of notice to Class Members, in substantially the same form as that attached hereto as Exhibit “A,” informing them of, among other things, (i) a plain and concise description of the nature of the Action, and the history of the Action, (ii) how the proposed Settlement would provide relief to Settlement Class Members, (iii) what claims are released under the proposed Settlement, and other relevant terms and conditions, (iv) preliminary approval of the Settlement; (v) scheduling of the Final Approval Hearing; (vi) opportunity to submit a claim; (vii) opportunity to submit an objection; and (viii) opportunity to request exclusion.

GG. **“Settlement Class Representatives”** means Jean Greeff, Carol Egidio, Beira Montalvo, Miranda Murray, and Brandi Milford.

HH. **“Settlement Class Representative Service Payments”** means the reasonable service payments made to Settlement Class Representatives approved by the Court.

II. **“Sharp Edges”** means one or more metal cooking layers has become thin and/or sharp, particularly along the rim of the Cookware.

II. REQUIRED EVENTS.

2. Promptly after execution of this Settlement Agreement by all Parties, Settlement Class Counsel and Defendants' Counsel will take all reasonable and necessary steps, subject to the Court's availability, to obtain entry of the Preliminary Approval Order and the Final Approval Order as expeditiously as possible.

3. As soon as practicable after executing this Agreement, Plaintiffs will take all necessary steps to file with the Court a motion seeking entry of a Preliminary Approval Order in substantially the same form as that attached hereto as Exhibit "C." Plaintiffs will file their Preliminary Approval Motion with the proposed Preliminary Approval Order and supporting documents. The proposed Preliminary Approval Order will, among other things:

A. Certify a nationwide (United States, District of Columbia, and Puerto Rico) settlement-only class; approve Jean Greeff, Carol Egidio, Beira Montalvo, Miranda Murray, and Brandi Milford as Settlement Class Representatives; and appoint their counsel as Settlement Class Counsel, pursuant to Fed. R. Civ. P. 23;

B. Preliminarily approve the Settlement and this Agreement as fair and reasonable to the Settlement Class;

C. Appoint the Claims Administrator, and instruct the Claims Administrator to perform the following functions in accordance with the terms of this Agreement and the Preliminary Approval Order:

i. Require the Claims Administrator, within sixty (60) days of the date of the Preliminary Approval Order to establish and maintain an ADA compliant Settlement Website with the Settlement Agreement, FAQ, and other information that Defendants' Counsel and Class Counsel jointly agree to post concerning the nature of the case and the status of the Settlement, including relevant pleadings such as the operative Complaints,

papers in support of preliminary and final approval of the Settlement, and Class Counsel's Fee Application, plus relevant orders of the Court, which will remain available until all claims decisions by the Claims Administrator and benefits to claimants have been provided;

ii. Require the claims administrator, within sixty (60) days of the date of the Preliminary Approval Order, to establish a toll-free number that Class Members can call to request hard copies of the Claim Form and FAQ be sent to them by mail and obtain additional information regarding the Settlement;

iii. Require the dissemination of Settlement Class Notice within sixty (60) days of the date of the Preliminary Approval Order or such additional time as is reasonably required, and the taking of all necessary and appropriate steps to accomplish this task;

iv. Receive, evaluate, and either approve completed Claim Forms sent by persons seeking to receive benefits as meeting the requirements of the Agreement or disapprove as failing to meet those requirements;

v. Process requests for exclusion from the Settlement in accordance with this Agreement;

vi. Process objections to the Settlement in accordance with this Agreement;

vii. Subject to the provisions of Paragraph 14 of this Agreement, 35 days before mailing Notices of Claim Denial, provide to Defendants' Counsel and Class Counsel (a) a list of the names and addresses of all Settlement Class Members who have submitted Claim Forms and whose Claim Forms the Settlement Administrator has

determined to be Valid Claims; and (b) a separate list of the names and addresses of all Persons who have submitted Claim Forms and whose Claim Forms the Settlement Administrator has determined not to be Valid Claims, by category of benefit. Defendants' Counsel and Class Counsel will then have an opportunity to review the Notices of Claim Denial and request a meet and confer should they decide to challenge Notices of Claim Denial. In the event Class Counsel challenges a Notice of Claim Denial, that Notice will not be sent to the Class Member until Class Counsel and Defendants' Counsel meet and confer to arrive at a resolution, which must occur within at least 28 days of the Settlement Administrator's provision of the lists described above to Class Counsel and Defendants' Counsel;

viii. Require the Claims Administrator to provide notice under the Class Action Fairness Act, 28 U.S.C. § 1715 to the States' Attorneys General within ten (10) days from the date of the Preliminary Approval Order, if it has not already done so;

D. Determine that the Settlement Class Notice complies with all legal requirements, including, but not limited to, the Due Process Clause of the United States Constitution;

E. Schedule a date and time for a Final Approval Hearing, not less than one hundred and forty-five (145) days after the date of the Preliminary Approval Order, to determine whether the Settlement should be finally approved by the Court;

F. Set a deadline for all claims by Class Members to be submitted, sixty (60) days after the date of the Final Approval Order;

G. Require Class Members who wish to exclude themselves from or object to the Settlement to submit an appropriate and timely written request for exclusion or objection by a date certain as specified in the Notice that will be one hundred and five (105) days after the date of the Preliminary Approval Order (e.g., 45 days after transmitting notice);

H. Require Class Members who wish to appear to object to the Settlement Agreement to submit an appropriate and timely written statement by a date certain as specified in the Notice that will be one hundred and five (105) days after the date of the Preliminary Approval Order (e.g., 45 days after transmitting notice);

I. Require attorneys representing objecting Class Members, at the time the objection is filed, at the objecting Class Members' expense, to file a notice of appearance by a date certain as specified in the Notice that will be one hundred and five (105) days after the date of the Preliminary Approval Order (e.g., 45 days after transmitting notice);

J. Require Settlement Class Counsel to file their motion for an award of attorneys' fees, inclusive of costs, expenses, and Settlement Class Representative Service Payments, sixty (60) days after the date of the Preliminary Approval Order;

K. Require Settlement Class Counsel to file their Final Approval Motion one-hundred and thirty (130) days after the date of the Preliminary Approval Order;

L. Require Defendants to file with the Court a declaration one-hundred and thirty (130) days after the date of the Preliminary Approval Order from the Claims Administrator: (a) indicating the number of requests for exclusion and objections submitted by Class Members to date; and (b) attesting that Settlement Class Notice was disseminated in a manner consistent with the terms of this Settlement Agreement and the Class Action Fairness Act, 28 U.S.C. §1711 *et seq.*, or those otherwise required by the Court; and

M. Issue other related orders as necessary to effectuate the preliminary approval of the Settlement Agreement.

4. One-hundred and thirty (130) days after entry of the Preliminary Approval Order, Settlement Class Counsel will file the Motion for Final Approval and seek to obtain from the Court a Final Approval Order in a form to be agreed upon by the Parties. The Final Approval Order will be determined by the Court but is expected to, among other things:

A. Find that the Court has personal jurisdiction over all Settlement Class Members, subject-matter jurisdiction over the claims asserted in the Action, and that venue is proper;

B. Certify the Settlement Class, designate Plaintiffs as Class Representatives, and designate Class Counsel as counsel for the Settlement Class;

C. Approve the Settlement Agreement, pursuant to Fed. R. Civ. P. 23;

D. Grant final approval of the Settlement and this Agreement as fair, reasonable, and adequate to the Settlement Class Members;

E. Find that the Settlement Class Notice was the best practicable notice and complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;

F. Determine and award reasonable and agreed upon Settlement Class Counsel Fees and Expenses and Settlement Class Representative Service Awards to be paid to Settlement Class Counsel;

G. Dismiss the Action with prejudice;

H. Incorporate the Release set forth in the Settlement Agreement and make the Release effective as of the date of the Effective Date;

I. Authorize the Parties to implement the terms of the Settlement Agreement;

J. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement, the Final Approval Order, and for any other necessary purpose; and

K. Issue any related orders necessary to effectuate the final approval of the Settlement Agreement and its implementation.

5. The Parties will use their best efforts, consistent with the terms of this Settlement Agreement, to promptly obtain a Final Approval Order.

6. If the Court does not issue the Preliminary Approval Order or does not issue the Final Approval Order and if the Court does not grant leave to resubmit, then the terms of this Settlement Agreement are voidable by either Party. However, the Parties agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect(s) the Court identified.

7. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement are essential. The Parties will cooperate with each other in good faith to carry out the purposes of and to effectuate this Settlement Agreement, will promptly perform their respective obligations hereunder, and will promptly take any and all actions and execute and deliver any and all additional documents and all other materials or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby.

8. Upon Effective Date, the Action will be dismissed, on its merits and with prejudice, subject to the continuing jurisdiction of this Court, and Settlement Class Members will be forever barred and enjoined from pursuing any claims which have been resolved by this Settlement.

III. SETTLEMENT TERMS.

9. Relief For Class Members Who Have Experienced The “Sharp Edges” Issue.

All Settlement Class Members whose Damaged Cookware has experienced “sharp edges” are entitled to submit a claim on each piece of Damaged Cookware and choose from the following options:

A. Return the Damaged Cookware to All-Clad in exchange for new D3/D5 cookware of the same type/style and also claim a \$75 refund (discontinued LTD cookware will be replaced with similar D3 cookware); or

B. Return the Damaged Cookware to All-Clad and exchange for either (i) a Hard Anodized (HA1) five-piece fry-pan set (SKU 2100122734) or (ii) an Essentials Hard Anodized Nonstick thirteen-piece cookware set (SKU 2100120788); or

C. Return the Damaged Cookware to All-Clad and claim a future purchase credit of 50% off purchases, up to \$1,200.00, for any product(s) on All-Clad’s website, valid for two (2) years from the Effective Date. The future purchase credit will be transferrable and can be combined with other offers on All-Clad’s website (such as sales or other price reductions), but may not be combined with another future purchase credit issued under this Settlement Agreement or other promotional code. The future purchase credit can only be applied to one order and cannot be split across multiple orders.

All-Clad will pay the cost of returning the Damaged Cookware and, if selected, shipping replacement Cookware.

10. Relief For Class Members Whose Cookware Has Not Experienced The “Sharp Edges” Issue or Who Have Discarded the Cookware. All Settlement Class Members whose Cookware has not experienced the “sharp edges” issue or who have previously discarded their Cookware (preventing them from returning the Cookware and demonstrating “sharp edges”) are

entitled to submit a claim for a future purchase credit of 35% off purchases, up to \$750.00, on any product(s) on All-Clad's website, valid for two (2) years from the Effective Date. The future purchase credit will be transferrable and can be combined with other offers on All-Clad's website (such as sales or other price reductions), but may not be combined with another future purchase credit issued under this Settlement Agreement or other promotional code. The future purchase credit can only be applied to one order and cannot be split across multiple orders.

11. **Claim Form; Proof of Purchase.** In order for a claim to be eligible, Settlement Class Members must submit a Claim Form to the Claims Administrator that is post-marked or submitted through the online portal during the Claims Submission Period. Settlement Class Members whose Cookware has not experienced the "Sharp Edges" issue or who have previously discarded their Cookware must include proof of purchase. Proof of purchase includes a store receipt, invoice, order confirmation, credit card receipt, canceled check, or other document(s) demonstrating that the Settlement Class Member purchased their Cookware during the class period. Settlement Class Members who return their Cookware do not need to provide proof of purchase.

12. **Packaging and Label Changes.** All-Clad affirms that it has completed packaging changes to remove "dishwasher safe" representations from all of the Cookware packaging and labeling, and has also completed removal of the "dishwasher safe" representations on the All-Clad website and any other promotional and marketing materials. All-Clad has notified its authorized retailers of the removal of the "dishwasher safe" representations on the All-Clad website and any other promotional and marketing materials for the Cookware and is actively working to complete re-notification instructing retailers to remove the "dishwasher safe" representations from floor models and other marketing materials. The intent of this section is to ensure that the Cookware,

and any associated advertising and marketing materials, no longer represents to consumers that the Cookware is “dishwasher safe.”

IV. CLAIM REVIEW AND PROCESSING.

13. **Claim Review and Processing.** The Claims Administrator will review all properly submitted claims on a rolling basis upon receipt. The Claims Administrator will be responsible for conditionally approving the claim by ensuring that all information and documentation required under this Settlement Agreement has been submitted. Following the Effective Date, the Claims Administrator will submit those properly supported and conditionally approved claims to All-Clad for processing and benefit, as set forth below.

14. **Deficient Claims.** Any Settlement Class Member whose claim is deemed deficient will receive from the Claims Administrator by email, within thirty (30) days of the determination that the claim is deficient, a written explanation stating the reason(s) the claim was deemed deficient, including steps the Settlement Class Member can take to cure the deficiency, if possible. The Settlement Class Member receiving such notice will be allowed thirty (30) days from emailing to cure the deficiency, if possible. If the Settlement Class Member does not provide the materials identified in the Claims Administrator’s email, or fails to respond to the Claims Administrator’s email, the Claims Administrator will issue a Notice of Claim Denial, which will be subject to the meet-and-confer process described in Paragraph 3(C)(vii) above.

15. **Cookware Returns.** The Claims Administrator will process claims for relief based on return of damaged Cookware as follows:

A. Within fifteen (15) days of the latter of the Effective Date or the close of the Claims Submission Period, the Claims Administrator will provide to Defendants’ Counsel and Class Counsel a detailed report identifying all Settlement Class Members who have elected to

return their damaged Cookware so that All-Clad can arrange for returns. The report will also identify which Settlement Class Members have elected (a) to exchange their Cookware for replacement Cookware of the same type/style and apply for a \$75 refund; (b) to exchange their Cookware for either (i) Hard Anodized (HA1) five-piece fry-pan set (SKU 2100122734) or (ii) Essentials Hard Anodized Nonstick thirteen-piece cookware set (SKU 2100120788; or (c) to return their Cookware and apply for a future purchase credit of 50% off purchases, up to \$1,200, on All-Clad's website (the "Returns List").

B. Within fifteen (15) days of the Claims Administrator's provision of the Returns List, All-Clad will arrange for the free return of damaged Cookware from those Settlement Class Members on the Returns List.

C. Each Settlement Class Member on the Returns List will have thirty (30) days from the date All-Clad arranges for free return of the Damaged Cookware to return the Cookware to All-Clad. Upon receipt of each Settlement Class Member's damaged Cookware and confirmation that the Cookware has experienced the "sharp edges" issue, All-Clad will inform the Claims Administrator that the Settlement Class Member's damaged Cookware has been returned. The Claims Administrator will then calculate and inform All-Clad and Class Counsel of the total amount of \$75 refunds to be issued for purposes of funding the Settlement Fund described in Paragraph 16, below.

i. Any Settlement Class Member on the Returns List who fails to return his or her Damaged Cookware within thirty (30) days from the date that All-Clad arranges for the free return will be deemed to have waived his or her claim for relief.

D. If All-Clad determines that the Settlement Class Member's returned Cookware is not exhibiting the "Sharp Edges" issue, All-Clad will so inform the Claims

Administrator, which will inform the Settlement Class Member, Settlement Class Counsel, and Defendants' Counsel of that determination.

i. If the returned Cookware is exhibiting a separate warrantable issue, All-Clad will offer the Settlement Class Member warranty coverage; however, subject to the dispute-resolution process described in Paragraph 15(E) below, that Settlement Class Member will not be entitled to the relief provided under Paragraph 9 of the Settlement for returned Cookware, but the Settlement Class Member will be eligible to seek the relief provided under Paragraph 10 of the Settlement Agreement for Cookware that has not exhibited "Sharp Edges."

ii. If the returned Cookware is not exhibiting any warrantable issue, All-Clad will offer to return the Cookware to the Settlement Class Member; however, subject to the dispute-resolution process described in Paragraph 15 (E) below, that Settlement Class Member will not be entitled to the relief provided under Paragraph 9 of the Settlement for returned Cookware, but the Settlement Class Member will be eligible to seek the relief provided under Paragraph 10 of the Settlement Agreement for Cookware that has not exhibited "Sharp Edges."

E. If the Settlement Class Member objects to All-Clad's determination, he or she may notify the Claims Administrator within 15 days of receipt of All-Clad's determination. The Parties will meet and confer within 15 days of receipt of the Settlement Class Member's objection and, if the Parties cannot agree, the Claims Administrator will make a final determination on the Settlement Class Member's objection within 30 days. If the Claims Administrator determines that the Settlement Class Member's claim does not qualify for the "Sharp Edges" benefits, All-Clad will, at its expense, return the Cookware to the Settlement Class Member.

16. **Settlement Fund.** All-Clad will create a settlement fund of up to \$3,000,000 to pay all claims of Settlement Class Members seeking to exchange damaged Cookware for a \$75

refund. The fund will be created thirty (30) days after the actions described in Paragraph 15 are completed. If the amount of refund claims totals less than \$3,000,000, All-Clad will create a fund in the actual amount of all such claims. If the amount of refund claims exceeds \$3,000,000, All-Clad will add as much money as needed to pay such claims, up to an additional \$1,000,000, for a total of up to \$4,000,000. If the total amount of refund claims exceeds \$4,000,000, the amount paid on each claim will be reduced *pro-rata*. In no event will All-Clad's liability for refund claims exceed \$4,000,000.

17. Refund Claim Payments and Future Purchase Credits for Returned Cookware. Within thirty (30) days after the actions described in Paragraph 16 are completed, the Claims Administrator will commence issuing refund payments or future purchase credits, as applicable, to those Settlement Class Members.

18. Replacement Products. Within thirty (30) days after the actions described in Paragraph 16 are completed, All-Clad will commence shipping the replacement products to those Settlement Class Members seeking replacement products. The Parties recognize and acknowledge that the timing of All-Clad's shipment of replacement products may be affected by the volume of claims and the availability of replacement products, particularly due to supply-chain issues resulting from the global COVID-19 pandemic.

19. Future Purchase Credits for Settlement Class Members Whose Cookware Has Not Experienced the "Sharp Edges" Issue or Have Discarded the Cookware. Within thirty (30) days of the latter of the Effective Date or the close of the Claims Submission Period, the Claims Administrator will issue future purchase credits to all Settlement Class Members whose Cookware has not experienced the "sharp edges" issue or who have discarded the Cookware, and who have submitted a claim for a future credit purchase.

V. NOTIFICATION TO CLASS MEMBERS.

20. Unless otherwise specified, Defendants will pay all costs related to the notice program. Subject to the Court's approval of the notice program, notice dissemination will be commenced within sixty (60) days after entry of the Preliminary Approval Order.

A. Details of the notice program are set forth in the Declaration of Steven Weisbrot, Esq. of Angeion Group, LLC, which will be attached to the Memorandum in Support of Preliminary Approval. Generally speaking, the notice program will consist of direct email notice to purchasers of All-Clad Cookware and a digital (online) notice program, targeted to potential members of the class, and designed to reach or exceed 70% of the target audience. Direct email notice will be accomplished using email addresses contained in All-Clad's registration records and email addresses provided to the Claims Administrator by All-Clad's authorized retailers, as well as email notice from several of All-Clad's All-Clad's authorized retailers directly to their customers. All-Clad's authorized retailers participating in the notice program include Amazon; Bed Bath & Beyond; Macy's; Bloomingdale's; Crate & Barrel; and Williams-Sonoma.

B. Contents of the Settlement Class Notice: The Settlement Class Notice, in a form substantially similar to the one attached to the Settlement Agreement as Exhibit "A," will advise Class Members of the following:

i. General Terms: The Settlement Class Notice will contain a plain and concise description of the nature of the Action, the history of the Action, the preliminary certification of the Settlement Class, and the proposed Settlement, including information on the identity of Class Members, how the proposed Settlement would provide relief to Settlement Class Members, what claims are released under the proposed Settlement, and other relevant terms and conditions.

ii. Exclusion/Opt-Out Rights: The Settlement Class Notice will inform Class Members that they have the right to request exclusion from (opt-out of) the Settlement. The Settlement Class Notice will provide the deadlines and procedures for exercising this right.

iii. Objection to Settlement: The Settlement Class Notice will inform Class Members of their right to object to the proposed Settlement and to appear at the Final Approval Hearing. The Settlement Class Notice will provide the deadlines and procedures for exercising these rights.

iv. Attorneys' Fees and Expenses, and Settlement Class Representative Service Payments: The Settlement Class Notice will inform Class Members about the amounts being sought by Settlement Class Counsel as attorneys' fees and expenses, as well as service payments to Settlement Class Representatives, and will explain what Defendants will pay and that such payment is in addition to and will not reduce the relief being made available to Settlement Class Members.

v. Claim Form: The Settlement Class Notice will include the Claim Form, in a form substantially similar to the one attached to the Settlement Agreement as Exhibit "B," which will inform the Class Member that he/she must fully complete and timely return the Claim Form and supporting documents within the Claim Period to be eligible to obtain a recovery.

C. The Claims Administrator is authorized to prepare appropriate "short-form" notice language for the digital (online) notice and direct email notice.

VI. REQUESTS FOR EXCLUSION BY CLASS MEMBERS.

21. Any Class Member may make a Request for Exclusion by mailing or delivering such request in writing to the Claims Administrator. Any Request for Exclusion must be postmarked and received not later than the Opt-Out Deadline specified in the Court's Preliminary

Approval Order. Any Request for Exclusion must (A) state the Class Member's full name, current address, telephone number, and email address (if any); (B) identify the Class Member's Cookware and the date(s) of purchase; (C) specifically and clearly state his/her desire to be excluded from the Settlement and from the Settlement Class; and (D) include the Class Member's signature.

22. Any Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and will be deemed to have waived any rights or benefits under this Settlement Agreement.

VII. OBJECTIONS BY CLASS MEMBERS.

23. Any Settlement Class Member (*e.g.*, a Class Member who has not filed a timely written Request for Exclusion) who wishes to object to the fairness, adequacy, or reasonableness of this Settlement Agreement or the Settlement, or to the requested award of Settlement Class Counsel Fees and Expenses, or Settlement Class Representative Service Payments, must file with the Clerk of the Court and serve upon all counsel designated in the Settlement Class Notice a written notice of objection by the Objection Deadline. To state a valid objection to the Settlement, an objecting Settlement Class Member must provide the following information in his or her written objection: (A) his or her full name, current address, current telephone number, and email address (if any); (B) identify the Settlement Class Member's Cookware and the date(s) of purchase, with proof of purchase; (C) whether the objection applies only to the objecting Settlement Class Member, to a specific subset of the Class, or to the entire Class; (D) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; and (E) any other documents that the objector wishes to submit in support of his/her position. If the objector wishes to appear and be heard at the Final Approval Hearing, he or she must file a notice of intention to appear at the Final Approval Hearing ("Notice of Intention to Appear") pursuant to the requirements of Paragraph 25.

24. To be valid, an objection also must include a detailed statement of each objection asserted, including the grounds for objection. In addition, any Settlement Class Member objecting to the Settlement must provide a detailed statement of any objections to any other class action settlements submitted in any court, whether state, federal, or otherwise, in the United States in the previous five (5) years. If the Settlement Class Member has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he or she must affirmatively so state in the written materials provided in connection with the objection to this Settlement. Upon the filing of an objection, of their own choosing, Settlement Class Counsel may take the deposition of the objecting Settlement Class Member pursuant to the Federal Rules of Civil Procedure at an agreed-upon time and location, and to obtain any evidence relevant to the objection. The Court may tax the costs of any such discovery to the objector or the objector's counsel if the Court determines that the objection is frivolous or is made for an improper purpose.

25. Finally, subject to the Court's approval, any objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or to object to any requests for Settlement Class Counsel Fees and Expenses or Settlement Class Representative Service Payments. The objecting Settlement Class Member must file with the Clerk of the Court and serve upon all counsel designated in the Settlement Class Notice a Notice of Intention to Appear by the Objection Deadline or on such other date that may be set forth in the Settlement Class Notice. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or his or her counsel) will present to the Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not provide a Notice of Intention to Appear in complete accordance with the deadlines and

other specifications set forth in the Settlement Class Notice, and who has not filed an objection in complete accordance with the deadlines and other specifications set forth in this Settlement and the Settlement Class Notice, will be deemed to have waived any objections to the Settlement and will be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

26. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objection to the Settlement, in accordance with such Settlement Class Member's due process rights.

27. The Preliminary Approval Order and Settlement Class Notice will require all Settlement Class Members who have any objections to submit such objection or Notice of Intention to Appear to the Court, and serve copies by mail or hand delivery on Settlement Class Counsel, the Claims Administrator, and Defendants' Counsel at the addresses set forth in the Settlement Class Notice, by no later than the Objection Deadline.

28. The Preliminary Approval Order will further provide that objectors who fail properly and/or timely to file their objections with the Court, along with the required information and documentation set forth above, or to serve them as provided above, will not be heard during the Final Approval Hearing, and their objections will be waived and will not be considered by the Court.

29. Settlement Class Counsel will be responsible for addressing all objections.

30. Any Settlement Class Member who objects to the Settlement will be entitled to all of the benefits of the Settlement if this Settlement Agreement and the terms contained herein are approved, as long as the objecting Settlement Class Member complies with all requirements of this Settlement Agreement applicable to Settlement Class Members.

VIII. RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT.

31. The Parties agree to the following release and waiver, which will take effect upon the Effective Date:

A. By this Settlement Agreement and the following Release, the released parties include All-Clad and Groupe SEB USA and its and their direct and indirect parents, subsidiaries, affiliates, successors-in-interest, officers, directors, employees, agents, authorized retailers, attorneys, and all other persons or entities acting on its or their behalf; suppliers, licensors, licensees, distributors, assemblers, partners, component-part designers, manufacturers, holding companies, joint ventures, and any individuals or entities involved in the chain of design, development, testing, manufacture, sale, assembly, distribution, marketing, advertising, financing, warranting, and repair of the Cookware and their component parts (“Released Parties”). The released claims refer to any and all claims, including demands, rights, liabilities, and causes of action, of every nature and description that were asserted or could have been asserted in this Action, which relate to the “sharp edges” issue or “dishwasher safe” representations, excluding claims for property damage (other than to the Cookware itself) or personal injury (“Released Claims”). Upon the Effective Date, the Settlement Class Representatives and Settlement Class Members shall each and do hereby forever release, discharge, waive, and covenant not to sue the Released Parties regarding any and all of the Released Claims. This release includes any such claims that the Settlement Class Representatives and Settlement Class Members do not know of or suspect to exist in their favor at the time of this release and that, if known by them, might have affected their settlement and release of the Released Parties, or might have affected their decision not to object to this Agreement. The foregoing waiver includes without limitation an express waiver, to the fullest extent permitted by Pennsylvania law, and any and all other state laws,

including of any and all rights conferred by section 1542 of the *California Civil Code*, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The foregoing waiver also includes without limitation an express waiver, to the fullest extent permitted by law, of any and all rights under any law of any state or territory of the United States, including the District of Columbia and Puerto Rico, and any federal law or principle of common law or equity, or of international foreign law, that is comparable to section 1542 of the *California Civil Code*. The Settlement Class Representatives and Settlement Class Members recognize that even if they later discover facts in addition to or different from those they know or believe to be true, they nevertheless agree that upon entry of the Final Approval Order and judgment, the Settlement Class Representatives and Settlement Class Members fully, finally, and forever settle and release any and all of the Released Claims. The foregoing waiver and release was bargained for and is a material element of this Settlement Agreement.

B. The Settlement Class Representatives represent and warrant that they are the sole and exclusive owners of the claims they have asserted and are releasing under this Settlement Agreement. The Settlement Class Representatives further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Action, including, without limitation, any claim for benefits, proceeds, or value under the Action, and that the Settlement Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Action or in any benefits, proceeds, or values under the Action

based on the claims the Settlement Class Representatives have individually asserted and are releasing under this Settlement Agreement

C. The Settlement Class Representatives further represent that, as of the date of this agreement, they are not aware of any Settlement Class Members who have filed claims or actions for the relief sought in this Action, other than the Settlement Class Representatives.

D. Without in any way limiting its scope, this Release encompasses, by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, consultant fees, interest, litigation fees, costs, or any other fees, costs, and/or disbursements Settlement Class Counsel or Settlement Class Representatives have incurred, except to the extent otherwise specified in this Settlement Agreement.

E. The Settlement Class Representatives expressly agree that this Release will be and may be raised as a complete defense to and will preclude any action or proceeding relating to the Released Claims.

F. This Settlement Agreement and Release does not affect the rights of Class Members who timely and properly request exclusion from (opt-out of) the Settlement.

G. The administration and consummation of the Settlement as embodied in this Settlement Agreement will be under the authority of the Court. The Court will retain jurisdiction to protect, preserve, and implement the Settlement Agreement including, but not limited to, the Release. The Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement.

H. Upon the Effective Date: (i) the Settlement Agreement will be the exclusive remedy for any and all Settlement Class Members for Released Claims, except those who have

properly requested exclusion from (opted-out of) the Settlement in accordance with the terms and provisions hereof; (ii) the Defendants will not be subject to liability or expense of any kind to any Settlement Class Member(s) for Released Claims (which exclude claims for property damage—other than to the Cookware itself—and personal injury) except as set forth herein; and (iii) Settlement Class Members will be permanently barred from initiating, asserting, or prosecuting any and all Released Claims against the Released Parties in any federal or state court or any other tribunal in the United States.

I. Nothing in this Release will preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.

J. Nothing in this Release will extinguish the Settlement Class Members' rights under All-Clad's Lifetime Warranty.

K. Other than individuals who have returned their Cookware and obtained relief under Paragraph 9, this Release does not apply to individuals who did not purchase their Cookware, such as individuals who received the Cookware as a gift.

IX. ATTORNEYS' FEES AND EXPENSES AND SERVICE PAYMENTS.

32. Unless otherwise specified, Defendants will pay all expenses incurred in administering this Settlement Agreement, including, without limitation, all attorneys' fees and costs, the cost of the Settlement Class Notice, and the cost of distributing and administering the benefits of the Settlement Agreement, subject to the limitations contained herein. The Settlement Class Counsel Fees and Expenses, and Class Representative Service Payments, if any, will be paid separate and apart from any relief provided to the Settlement Class.

33. The amount of Settlement Class Counsel Fees and Expenses to be paid to Class Counsel will be determined by the Court. After the Court preliminarily approves the Settlement, Class Counsel may submit a Fee Application to the Court.

34. As part of the resolution of the Action, the Parties have agreed that Settlement Class Counsel may apply for an award of attorneys' fees, inclusive of costs, expenses, and Settlement Class Representative Service Payments, not to exceed \$2,000,000 in the aggregate. The Parties have further agreed that Settlement Class Counsel will not seek payment of any amount for any fees, costs and expenses, and Settlement Class Representative Service Payments in excess of \$2,000,000 if awarded by the Court. The Settlement Class Counsel Fees and Expenses and Settlement Class Representative Service Payments will be paid separate and apart from any relief provided to the Settlement Class. Defendants do not oppose, and will not encourage or assist any third party in opposing, Settlement Class Counsel's request for attorneys' fees, costs, expenses, and Settlement Class Representative Service Payments up to and not exceeding \$2,000,000, nor will Defendants contest the reasonableness of the amounts requested under this Agreement.

35. Also as part of the resolution of the Action, the Parties have agreed that Settlement Class Counsel will seek approval from the Court for Settlement Class Representative Service Payments (not to exceed \$2,500.00) for each Settlement Class Representative, to be paid separate and apart from any relief provided to the Settlement Class. Settlement Class Counsel will apply to the Court for an award to each Class Representative for his or her effort, service, time, and expenses in connection with pursuing the case. Defendants do not oppose, and will not encourage or assist any third party in opposing, Settlement Class Counsel's request for Settlement Class Representative Service Payments up to and not exceeding \$12,500 in the aggregate, nor will Defendants contest the reasonableness of the amounts requested under this Agreement.

36. The total amount of Settlement Class Counsel Fees and Expenses and Settlement Class Representative Service Payments awarded by the Court will be paid by wire transfer, within thirty (30) days of the Effective Date.

37. Defendants will not be liable for or obligated to pay any fees, expenses, costs, or disbursements to, or incur any expense on behalf of, any person or entity, either directly or indirectly, in connection with this Action, this Settlement Agreement, or the proposed Settlement, other than the amount or amounts expressly provided for in this Settlement Agreement.

38. Defendants are not responsible for any of Settlement Class Counsel's attorneys' fees and/or internal costs for the settlement, including, but not limited to, any investigative, expert, and/or actuarial costs, or any other claims for fees or expenses, other than the attorneys' fees and expenses which the Court awards pursuant to this Agreement.

39. The Court's or an appellate court's failure to approve, in whole or in part, any award of Settlement Class Counsel Fees and Expenses or Settlement Class Representative Service Payments, will not affect the validity or finality of the Settlement, nor will such non-approval be grounds for rescission of the Agreement, as such matters are not the subject of any agreement among the Parties other than as set forth above. If the Court declines to approve, in whole or in part, the payment of Settlement Class Counsel Fees and Expenses or Settlement Class Representative Service Payments in the amount sought by Class Counsel, the remaining provisions of this Agreement will remain in full force and effect.

X. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

40. Settlement Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiffs and Settlement Class Counsel, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Settlement Class Counsel and Plaintiffs and constitutes their legal, valid, and binding obligation.

41. Defendants, through their undersigned attorneys, represent and warrant they have the authority to execute, deliver, and perform this Settlement Agreement and to consummate the

transactions contemplated hereby. Defendants' execution, delivery, and performance of this Settlement Agreement and their consummation of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendants. Defendants have duly and validly executed and delivered this Settlement Agreement, which constitutes their legal, valid, and binding obligation.

XI. MISCELLANEOUS PROVISIONS.

42. The Parties expressly acknowledge and agree that this Settlement Agreement and the exhibits and related documents thereto 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 and any equivalent rule of evidence in any state. In no event will 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 Action, any other action, or in any judicial, administrative, regulatory, or other proceedings, except in a proceeding to enforce this Settlement Agreement or the rights of the Parties or their counsel.

43. Without limiting the foregoing, this Settlement Agreement, its exhibits, any related documents, any related negotiations, statements, or court proceedings will not be construed as, offered as, received as, used as, or deemed to be evidence or an admission or concession of any liability, wrongdoing, fault, or omission of any kind whatsoever by Defendants with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order as contemplated herein. Defendants specifically deny all of the allegations made in connection with the Action. Neither this Settlement Agreement nor any class certification pursuant to it will constitute, in this or in any other proceeding, an admission by the Defendants, or evidence or a finding of any kind, that any

requirement for class certification is satisfied with respect to the Action, or any other litigation, except for the limited purpose of settlement pursuant to this Settlement Agreement. This Settlement Agreement also is made with the Parties' understanding and agreement that (A) under applicable laws, it is appropriate that a class be certified for settlement purposes only (*i.e.*, without needing to satisfy fully the standard required for certification of the matter for litigation purposes); (B) Defendants contest and deny that any class, including the proposed Settlement Class, is suitable for certification as a class under the law of any jurisdiction, other than for the purposes of this Settlement Agreement; and (C) notwithstanding any other provisions of this Settlement Agreement, all actions and proceedings pursuant to it will be consistent with the foregoing. This provision will survive the expiration or voiding of the Settlement Agreement.

44. This Settlement Agreement is entered into only for purposes of settlement. If the Final Approval Order is not entered, then this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions, will have any effect, nor will any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Action, and all Parties will be restored to their prior rights and positions as if the Settlement Agreement had not been entered into. Notwithstanding, in the event the Settlement Agreement is not approved, the parties will work in good faith, to the extent possible, to resolve the Court's concerns.

45. This Settlement Agreement will terminate by decision of either the Defendants or the Plaintiffs, through Settlement Class Counsel, if: (A) the Court, or any appellate court, rejects, modifies, or denies approval of any portion of this Settlement Agreement or the proposed Settlement that the terminating Party reasonably determines(s) is material, including, without

limitation, the terms of relief, the findings or conclusions of the Court, the provisions relating to notice, the definition of the Class, or the terms of the Release; (B) the Court, or any appellate court, does not enter or completely affirm, or alters or expands, any portion of the Final Approval Order, or any of the Court's findings of fact or conclusions of law, that the terminating Party reasonably determine(s) is material; or (C) 10,000 Class Members exclude themselves from (opt-out of) the Settlement. The terminating Party must exercise the option to withdraw from and terminate this Settlement Agreement, as provided in this Paragraph, no later than twenty (20) days after receiving notice of the event prompting the termination. In such event, the Parties will be returned to the positions that they occupied as of February 16, 2022.

46. Severance/Severability: With the exception of the provision for Settlement Class Counsel Fees and Expenses and Settlement Class Representative Service Payments, none of the terms of this Agreement is severable from the others. If the Court or an appellate court should rule that any term is void, illegal, or unenforceable for any reason, however, Defendants, in their sole discretion, and Plaintiffs, in their sole discretion (but acting in accord with their duties and obligations as Class Representatives), may elect to waive any such deficiency and proceed with the Settlement under the terms and conditions ultimately approved by the Court.

47. Further, Defendants may unilaterally withdraw from and terminate this Settlement Agreement within twenty (20) days after receiving notice of either of the following events:

A. any state attorney general, federal agency, or regulatory or administrative authority institutes a proceeding against the Defendants arising out of or otherwise related to the Release and any of the terms or conditions of this Settlement Agreement; or

B. any federal or state regulator or agency: (i) objects either to any aspect or term of the Settlement Agreement and (ii) requires any substantial modification to the Settlement

Agreement, including, without limitation, a constriction or expansion of the scope of the contemplated relief that Defendants, in their sole discretion, deem reasonably material.

48. Prior to electing its option to withdraw from this action subject to any of the events identified in paragraphs 45 and 47, Plaintiffs and Class Counsel and Defendants will attempt to cooperate together in good faith to resolve any of the issues identified in paragraph 45 and 47 in order to avoid termination of this Settlement.

49. If this Settlement Agreement is subject to termination pursuant to this Section XI then:

A. The Parties will cooperate in good faith together to attempt to resolve any issues identified in paragraphs 45 and 47 that may trigger termination of this Settlement in order to prevent the termination of this Agreement. If the Parties are unable to resolve these issues, this Settlement Agreement will be null and void and will have no force or effect and no Party to this Settlement Agreement will be bound by any of its terms, except for the terms set forth in this Paragraph;

B. The Parties will petition to have lifted any stay orders entered pursuant to this Agreement;

C. All of the provisions, and all negotiations, statements, and proceedings relating to it, will be without prejudice to the rights of Defendants, Settlement Class Representatives, or any Settlement Class Member, all of whom will be restored to their respective positions occupied as of February 16, 2022, except that the Parties will cooperate in requesting that the Court set a new scheduling order such that no Parties' substantive or procedural rights are prejudiced by the attempted settlement;

D. The Parties expressly and affirmatively reserve all defenses, arguments, and motions as to all claims that have been or might later be asserted in the Action, including, without limitation, Defendants' argument that this Action may not be litigated as a class action;

E. Neither this Settlement Agreement, nor the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or Settlement Class Member pursuant to this Settlement Agreement, will be admissible or entered into evidence for any purpose whatsoever;

F. Any Settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Agreement will be deemed vacated and will be without any force or effect;

G. Settlement Class Members, Settlement Class Representatives, and Settlement Class Counsel will not in any way be responsible or liable for any Settlement Administration expenses or taxes, including costs of notice and administration associated with this Settlement or this Settlement Agreement, except that each Party will bear its own attorneys' fees and costs and Defendants' future payment obligations under the Settlement will cease; and

H. Defendants will have no further obligations to pay Settlement Class Members, Settlement Class Representatives, or Settlement Class Counsel under the terms of this Settlement set forth in this Settlement Agreement and will be responsible for only the Settlement Administration expenses and taxes actually incurred, for which Plaintiffs and Settlement Class Counsel are not liable.

50. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and will not be deemed to constitute part of this Settlement Agreement or to affect its construction.

51. This Settlement Agreement, including all exhibits attached hereto, may not be modified or amended except in writing and signed by all of the Parties and with approval of the Court.

52. This Settlement Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Signatures may be obtained electronically via DocuSign, AdobeSign, or similar service.

53. This Settlement Agreement and any amendments thereto will be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania. The Settlement Agreement will be interpreted and enforced pursuant to Pennsylvania law. Federal law (including Fed. R. Civ. P. 23 and federal case law) will govern approval of the Settlement, preliminary and final certification of the Settlement Class, and all related issues such as Class Counsel's motion for attorneys' fees and expenses.

54. Any disagreement regarding or action to enforce this Settlement Agreement will be commenced and maintained only in the Court in which this Action is pending.

55. Except as otherwise provided in this Settlement Agreement, each Party to this Settlement Agreement will bear his, her, or its own costs of the Action.

56. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that may be necessary to carry out any of the provisions of this Settlement Agreement.

57. The Parties may correct any inadvertent, non-substantive mistakes or typographical errors contained in any of the Settlement papers and make any non-substantive modifications to any of the Settlement papers, without additional costs or attorneys' fees.

58. Proper notice will be given to Plaintiffs and Defendants of all applications for Court approval or Court orders required under this Settlement Agreement.

59. The determination of the terms of, and the drafting of, this Settlement Agreement, including its exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities will be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement. No parol or other evidence may be offered to explain, modify, 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.

60. All of the exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference. This Settlement Agreement and the exhibits hereto constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement of the Actions.

61. The Parties agree that any disputes regarding the meaning of the terms and conditions of this Settlement Agreement, the Parties' rights and obligations under this Settlement Agreement, or the manner in which any issue or dispute arising under this Settlement Agreement should be resolved, will be submitted to the Court for resolution.

62. The Parties agree and acknowledge that this Settlement Agreement includes a covenant of good faith and fair dealing.

63. One Party's waiver of another Party's breach of this Settlement Agreement will not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.

64. If one Party to this Settlement Agreement considers another Party to be in breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party with written notice of the alleged breach within ten (10) days of discovery of the breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Settlement Agreement.

65. All time periods set forth herein will be computed in accordance with Fed. R. Civ. Pro. 6(a), unless otherwise expressly provided.

66. If the media contacts any Party, that Party may respond to the inquiry.

67. All notices to the Parties or counsel required by this Settlement Agreement will be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):


If to Settlement Class Counsel: Harper T. Segui
Martha Geer
Rachel Soffin
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
825 Lowcountry Blvd., Suite 101
Mt. Pleasant, South Carolina 29464
hsegui@milberg.com


If to Defendants' Counsel: Christopher J. Dalton
Buchanan Ingersoll & Rooney PC
550 Broad Street, Suite 810
Newark, New Jersey 07102
christopher.dalton@bicp.com

IN WITNESS WHEREOF, Plaintiffs and Defendants, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

<p><i>Harper T. Segui</i> Harper T. Segui Martha Geer Rachel Soffin MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 900 W. Morgan Street Raleigh, NC 27603 T: 919-600-5000 F: 919-600-5035 hsegui@milberg.com</p> <p><i>Counsel for Plaintiffs and the Proposed Class</i></p> <p>July 29, 2022</p>	<p><i>Christopher J. Dalton</i> Christopher J. Dalton Melissa J. Bayly BUCHANAN INGERSOLL & ROONEY PC 550 Broad Street, Suite 810 Newark, New Jersey 07102-4582 christopher.dalton@bipc.com melissa.bayly@bipc.com</p> <p>Pamela M. Ferguson LEWIS BRISBOIS BISGAARD & SMITH LLP 333 Bush Street, Suite 1100 San Francisco, California 94104-2872 Pamela.Ferguson@lewisbrisbois.com</p> <p><i>Counsel for All-Clad Metalcrafters, LLC and Groupe SEB USA, Inc.</i></p> <p>July 29, 2022</p>
<p>Class Representatives</p> <p>_____</p> <p>Carol Egidio</p> <p>_____</p> <p>Brandi Milford</p> <p>_____</p> <p>Miranda Murray</p> <p>_____</p> <p>Jean Greeff</p> <p>_____</p> <p>Beira Montalvo</p>	<p>For All-Clad Metalcrafters, LLC</p> <p>_____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>For Groupe SEB USA, Inc.</p> <p>_____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

<p> <hr/> Harper T. Segui Martha Geer Rachel Soffin MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 900 W. Morgan Street Raleigh, NC 27603 T: 919-600-5000 F: 919-600-5035 hsegui@milberg.com </p> <p><i>Counsel for Plaintiffs and the Proposed Class</i></p> <p>July 29, 2022</p>	<p> <hr/> Christopher J. Dalton Melissa J. Bayly BUCHANAN INGERSOLL & ROONEY PC 550 Broad Street, Suite 810 Newark, New Jersey 07102-4582 christopher.dalton@bipc.com melissa.bayly@bipc.com </p> <p> Pamela M. Ferguson LEWIS BRISBOIS BISGAARD & SMITH LLP 333 Bush Street, Suite 1100 San Francisco, California 94104-2872 Pamela.Ferguson@lewisbrisbois.com </p> <p><i>Counsel for All-Clad Metalcrafters, LLC and Groupe SEB USA, Inc.</i></p> <p>July 29, 2022</p>
<p>Class Representatives</p> <p> <u>Carol Egidio</u> <small>CONFIDENTIAL - 07/29/22</small> <hr/> Carol Egidio </p> <p> <hr/> Brandi Milford </p> <p> <hr/> Miranda Murray </p> <p> <hr/> Jean Greeff </p> <p> <hr/> Beira Montalvo </p>	<p>For All-Clad Metalcrafters, LLC</p> <p> <hr/> Name: _____ </p> <p> Title: _____ </p> <p> Date: _____ </p> <p>For Groupe SEB USA, Inc.</p> <p> <hr/> Name: _____ </p> <p> Title: _____ </p> <p> Date: _____ </p>

<p> <hr/> Harper T. Segui Martha Geer Rachel Soffin MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 900 W. Morgan Street Raleigh, NC 27603 T: 919-600-5000 F: 919-600-5035 hsegui@milberg.com </p> <p><i>Counsel for Plaintiffs and the Proposed Class</i></p> <p>July 29, 2022</p>	<p> <hr/> Christopher J. Dalton Melissa J. Bayly BUCHANAN INGERSOLL & ROONEY PC 550 Broad Street, Suite 810 Newark, New Jersey 07102-4582 christopher.dalton@bipc.com melissa.bayly@bipc.com </p> <p> Pamela M. Ferguson LEWIS BRISBOIS BISGAARD & SMITH LLP 333 Bush Street, Suite 1100 San Francisco, California 94104-2872 Pamela.Ferguson@lewisbrisbois.com </p> <p><i>Counsel for All-Clad Metalcrafters, LLC and Groupe SEB USA, Inc.</i></p> <p>July 29, 2022</p>
<p>Class Representatives</p> <p> <hr/> Carol Egidio  <small>Brandi Milford (07/29/22 0645 EDT)</small> Brandi Milford </p> <p> <hr/> Miranda Murray </p> <p> <hr/> Jean Greeff </p> <p> <hr/> Beira Montalvo </p>	<p>For All-Clad Metalcrafters, LLC</p> <p> <hr/> Name: _____ Title: _____ Date: _____ </p> <p>For Groupe SEB USA, Inc.</p> <p> <hr/> Name: _____ Title: _____ Date: _____ </p>

<p>_____ Harper T. Segui Martha Geer Rachel Soffin MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 900 W. Morgan Street Raleigh, NC 27603 T: 919-600-5000 F: 919-600-5035 hsegui@milberg.com</p> <p><i>Counsel for Plaintiffs and the Proposed Class</i></p> <p>July 29, 2022</p>	<p>_____ Christopher J. Dalton Melissa J. Bayly BUCHANAN INGERSOLL & ROONEY PC 550 Broad Street, Suite 810 Newark, New Jersey 07102-4582 christopher.dalton@bipc.com melissa.bayly@bipc.com</p> <p>Pamela M. Ferguson LEWIS BRISBOIS BISGAARD & SMITH LLP 333 Bush Street, Suite 1100 San Francisco, California 94104-2872 Pamela.Ferguson@lewisbrisbois.com</p> <p><i>Counsel for All-Clad Metalcrafters, LLC and Groupe SEB USA, Inc.</i></p> <p>July 29, 2022</p>
<p>Class Representatives</p> <p>_____ Carol Egidio</p> <p>_____ Brandi Milford</p> <p> <small>Miranda Murray (7/29/22) 11:25:07</small> _____ Miranda Murray</p> <p>_____ Jean Greeff</p> <p>_____ Beira Montalvo</p>	<p>For All-Clad Metalcrafters, LLC</p> <p>_____ Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>For Groupe SEB USA, Inc.</p> <p>_____ Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

<p> <hr/> Harper T. Segui Martha Geer Rachel Soffin MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 900 W. Morgan Street Raleigh, NC 27603 T: 919-600-5000 F: 919-600-5035 hsegui@milberg.com </p> <p><i>Counsel for Plaintiffs and the Proposed Class</i></p> <p>July 29, 2022</p>	<p> <hr/> Christopher J. Dalton Melissa J. Bayly BUCHANAN INGERSOLL & ROONEY PC 550 Broad Street, Suite 810 Newark, New Jersey 07102-4582 christopher.dalton@bipc.com melissa.bayly@bipc.com </p> <p> Pamela M. Ferguson LEWIS BRISBOIS BISGAARD & SMITH LLP 333 Bush Street, Suite 1100 San Francisco, California 94104-2872 Pamela.Ferguson@lewisbrisbois.com </p> <p><i>Counsel for All-Clad Metalcrafters, LLC and Groupe SEB USA, Inc.</i></p> <p>July 29, 2022</p>
<p>Class Representatives</p> <p> <hr/> Carol Egidio </p> <p> <hr/> Brandi Milford </p> <p> <hr/> Miranda Murray </p> <p> <hr/> Jean Greeff </p> <p> <u><i>Beira Montalvo</i></u> <small>Beira Montalvo, a.k.a., 107-09 191st</small> </p> <p> <hr/> Beira Montalvo </p>	<p>For All-Clad Metalcrafters, LLC</p> <p> <hr/> Name: _____ </p> <p> Title: _____ </p> <p> Date: _____ </p> <p>For Groupe SEB USA, Inc.</p> <p> <hr/> Name: _____ </p> <p> Title: _____ </p> <p> Date: _____ </p>

EXHIBIT

A

United States District Court for the Western District of Pennsylvania

**If you purchased All-Clad D3, D5, or LTD Cookware after January 1, 2015,
you could get benefits from a class action settlement.**

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

- A settlement has been reached in a class action lawsuit against All-Clad Metalcrafters, LLC and Groupe SEB USA, Inc. (collectively “Defendants”) involving All-Clad’s D3, D5, and LTD Cookware.
- The Settlement provides an opportunity to obtain significant benefits.
- Your legal rights are affected whether you act or don’t act, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:		
SUBMIT A CLAIM FORM	Make a claim to receive the benefits provided under the Settlement.	Claims must be submitted by _____, 202__. <i>See Question 8, below.</i>
EXCLUDE YOURSELF	Write to the Claims Administrator to opt out of the Settlement. This is the only option that allows you to be part of any other lawsuit, or your own lawsuit, against the Defendants about the legal claims released in this Settlement.	Requests for Exclusion must be postmarked by _____, 202__. <i>See Questions 11-14, below.</i>
OBJECT	Write to the judge about why you do not like the Settlement.	Objections must be postmarked by _____, 202__. <i>See Question 17, below.</i>
GO TO A HEARING	Ask to speak in court to the judge about the Settlement.	The Final Approval Hearing is currently scheduled for _____, 202__. <i>See Questions 19-21, below.</i>
DO NOTHING	Give up the benefits you may be entitled to under the Settlement and your right to be part of any other lawsuit against the Defendants about the legal claims released by the Settlement.	<i>See Question 22, below.</i>

- These rights and options -- ***and the deadlines to exercise them*** -- are explained in this notice.
- The Court in charge of this case still must decide whether to approve the Settlement before any benefits can be distributed. Please be patient.

QUESTIONS? CALL SETTLEMENT ADMINISTRATOR AT (XXX) XXX-XXXX

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why have I received this notice?
2. What is the lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT

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

THE BENEFITS: WHAT YOU GET

6. What are the benefits of the Settlement?
7. What am I giving up in exchange for the Settlement benefits?

HOW TO GET BENEFITS

8. How do I get the benefits of the Settlement?
9. What if my claim is denied?
10. When will I get the benefits?

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. Can I exclude myself from this Settlement?
12. If I exclude myself, can I get anything from this Settlement?
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THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?
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OBJECTING TO THE SETTLEMENT

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WHAT IF I DO NOTHING?

22. What happens if I do nothing?

GETTING MORE INFORMATION

23. Are there more details about the Settlement?

QUESTIONS? CALL SETTLEMENT ADMINISTRATOR AT (XXX) XXX-XXXX

1. Why have I received this notice?

A Court has authorized this notice because you have a right to know about the proposed settlement of this class-action lawsuit, and your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the lawsuit, the proposed Settlement, and your legal rights. You have received this notice because All-Clad’s and its retailers’ records indicate that you have purchased All-Clad D3, D5, or LTD Cookware (the “Cookware”) from January 1, 2015 to the present.

The Honorable J. Nicholas Ranjan of the United States District Court for the Western District of Pennsylvania is overseeing this class-action lawsuit, known as *All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation* (the “Action”). Jean Greeff, Carol Egidio, Beira Montalvo, Miranda Murray, and Brandi Milford, the people who brought this litigation, are called the “Plaintiffs” or “Class Representatives,” and the companies that were sued, All-Clad Metalcrafters, LLC and Groupe SEB USA, Inc., are called the “Defendants.”

2. What is the lawsuit about?

This lawsuit involves All-Clad’s D3, D5, and LTD Cookware (the “Cookware”). The lawsuit alleges that All-Clad advertised the Cookware as being “dishwasher safe” but, when cleaned in the dishwasher, one or more metal cooking layers may become thin and/or sharp, particularly along the rim of the Cookware (“Sharp Edges” or “Defect”). Defendants deny these allegations.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” assert claims on behalf of people who have similar claims. All of these people are the “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who timely exclude themselves from (or “opt out” of) the Class. The Class Representatives in the Action are the Plaintiffs identified above. You have received this notice because you have been identified as potentially being a Class Member.

4. Why is there a Settlement?

All parties have agreed to a Settlement to avoid further cost and risk of a trial, and so that the people affected can begin getting benefits in exchange for releasing the Defendants from liability for the claims that were raised or could have been raised in the Action involving All-Clad’s D3, D5, and LTD Cookware. The Settlement does not mean that the Defendants broke any laws, or otherwise did anything wrong, because Judge Ranjan did not decide which side was right. The Class Representatives and the lawyers representing them think the Settlement is fair and reasonable for the Class.

5. How do I know if I am part of the Settlement? What vehicles are included in the Settlement?

The Settlement Class includes all persons in the United States, including Puerto Rico and the District of Columbia, who, between January 1, 2015, and the date of the filing of the Motion for Preliminary Approval, have purchased All-Clad D3, D5, or LTD Cookware who do not exclude themselves from (opt-out of) the class.

6. What are the benefits of the Settlement?

If Judge Ranjan grants final approval of the Settlement and the Settlement becomes effective (the “Effective

QUESTIONS? CALL SETTLEMENT ADMINISTRATOR AT (XXX) XXX-XXXX

Date”), you may be entitled to the following benefits:

1. If your Cookware exhibited the “Sharp Edges” issue you can submit a claim and choose from the following options:
 - a. Return the Damaged Cookware to All-Clad in exchange for new D3/D5 cookware of the same type/style and also claim a \$75.00 refund (*discontinued LTD cookware will be replaced with similar D3 cookware*); **or**
 - b. Return the Damaged Cookware to All-Clad and exchange for either (i) a Hard Anodized (HA1) five-piece fry-pan set (SKU 2100122734) or (ii) an Essentials Hard Anodized Nonstick thirteen-piece cookware set (SKU 2100120788) (all of which are dishwasher safe); **or**
 - c. Return the Damaged Cookware to All-Clad and claim a future purchase credit of 50% off purchases, up to \$1,200.00, for any product(s) on All-Clad’s website.
2. If your Cookware did not exhibit the “sharp edges” issue or it did but you discarded the Cookware (preventing you from returning the Cookware and demonstrating “sharp edges”) you can submit a claim, with proof of purchase, for a future purchase credit of 35% off purchases, up to \$750.00, on any product(s) on All-Clad’s website. Proof of purchase can include a store receipt, invoice, order confirmation, credit card receipt, canceled check, or other document(s) demonstrating that you purchased Cookware during the class period.

Defendants will create a fund of up to \$4,000,000.00 to pay for the refunds offered under option 1(a). If the total value of refunds sought exceeds \$4,000,000.00, each refund will be reduced proportionally.

In order to obtain reimbursement, you must submit a Claim Form and provide all the information requested in the Claim Form.

7. What am I giving up in exchange for the Settlement benefits?

If the Settlement becomes final, Class Members will be releasing Defendants and related people and entities from all of the claims described and identified in Paragraph 31 of the Settlement Agreement. In essence, the claims Class Members are releasing are all claims related to their purchase of All-Clad D3, D5, or LTD Cookware which relate to the “Sharp Edges” issue or “dishwasher safe” representations. The Settlement Agreement is provided with this Notice. The Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully.

Judge Ranjan has appointed specific lawyers to represent you in this lawsuit and Settlement. You can talk to one of the lawyers listed in Answer 15 below, free of charge, if you have questions about the released claims or what they mean. You can also speak with your own lawyer, should you have one, about this Settlement.

8. How do I get the benefits of the Settlement?

If you are a Class Member and would like to obtain the reimbursement benefits (described in Answer 6, above), you need to complete the Claim Form that accompanies this Notice and submit it through the Settlement website [www.xxxxxx.com] or mail it to the address provided on the Claim Form. Claim Forms must be postmarked or submitted no later than _____, 202__.

If you have any questions on how to complete the Claim Form or what information is needed, you can call the Claims Administrator at 800-XXX-XXXX or visit the FAQ page of the Settlement website.

QUESTIONS? CALL SETTLEMENT ADMINISTRATOR AT (XXX) XXX-XXXX

9. What if my claim is denied?

There is a process in the Settlement Agreement to resolve disagreements between you and Defendants over your claim. During this process, the court-appointed lawyers listed in the answer to Question 15 below will represent you in any dispute regarding relief under the terms of the Settlement, and the dispute will be handled in accordance with the procedures set forth in the Settlement Agreement. You may have the right to appeal a denied claim. If you have questions regarding this process, contact Settlement Class Counsel below.

10. When will I get the Settlement benefits?

If you have submitted a claim, your Claim Form will be processed and benefits will be issued on a continuing, rolling basis after the Effective Date. *Please check the Settlement website for the actual Effective Date.*

11. Can I exclude myself from this Settlement?

Yes. If you want to keep the right to sue or if you are already suing Defendants in another action over the legal issues in this case, then you must take steps to opt out of this Settlement. This is called asking to be excluded from – sometimes called “opting out” of – the Settlement.

12. If I exclude myself, can I get anything from this Settlement?

No. If you ask to be excluded, you cannot object to the Settlement and you will not receive any of the benefits of the Settlement. But you may sue, continue to sue, or be part of a different lawsuit against Defendants in the future, including for claims that this Settlement resolves. You will not be bound by anything that happens in this lawsuit.

13. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendants for the claims that this Settlement resolves.

14. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from *IMO All-Clad Metalcrafters, LLC Cookware Marketing and Sales Practices Litig.*, MDL No. 2988, Master Case No. 2:21-mc-491-NR. Be sure to include: (1) your full name and current address; (2) the All-Clad Cookware you purchased and the date(s) of purchase; (3) specifically and clearly state your desire to be excluded from the Settlement and from the Settlement Class; and (4) your signature. You cannot ask to be excluded over the phone or via email or the internet. You must mail your request to be excluded, postmarked no later than _____, 202__, to the Settlement Administrator at the address below:

IMO All-Clad Settlement Administrator
PO Box
City, State XXXXX

Failure to comply with any of these requirements for excluding yourself may result in you being bound by this Settlement.

15. Do I have a lawyer in the case?

QUESTIONS? CALL SETTLEMENT ADMINISTRATOR AT (XXX) XXX-XXXX

The Plaintiffs and you have been represented by lawyers and a law firm that has prosecuted this case. Judge Ranjan has appointed the following lawyers to represent you and other Class Members as Settlement Class Counsel:

Harper T. Segui
 Martha Geer
 Rachel Soffin
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC
 825 Lowcountry Blvd., Suite 101
 Mount Pleasant, South Carolina 29464
 T: 919-600-5000
 F: 919-600-5035

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

16. How will the lawyers be paid?

As part of the resolution of the Action, Settlement Class Counsel and Defendants have agreed that Settlement Class Counsel may apply to the Judge for an award of attorneys’ fees, costs, expenses, and service awards not to exceed \$2,000,000.00, inclusive of service awards to each of the three Plaintiffs in the amount of \$2,500.00 (\$12,500.00 in total). Defendants have agreed not to oppose this request. The Settlement Class Counsel fees and expenses, inclusive of the service awards to the class representatives, will be paid separate and apart from any relief provided to the Class and will not reduce the value of the benefits distributed to Class Members. Defendants will also separately pay the costs to administer the Settlement. Judge Ranjan will determine the amount of attorneys’ fees, costs, expenses, and service awards after evaluating Plaintiffs’ submission.

17. How do I tell the Court if I don’t like the Settlement?

You can object to the Settlement if you don’t like some part of it. You can give reasons why you think Judge Ranjan should not approve it. To object, send a letter saying that you object to the Settlement in *IMO All-Clad Metalcrafters, LLC Cookware Marketing and Sales Practices Litig.*, MDL No. 2988, Master Case No. 2:21-mc-491-NR. You must include: (1) your full name, current address, current telephone number, email address, and the name of your lawyer and your lawyer’s address if you are represented by a lawyer other than Settlement Class Counsel; (2) the Cookware and the date(s) of purchase, with proof of purchase; (3) whether the objection applies only to you, to a specific subset of the Class, or to the entire Class; (4) a statement of the position(s) you wish to assert, including the factual and legal grounds for the position; and (5) any documents that you wish to submit in support of your position.; (6) a Notice of Intention to Appear at the Final Approval Hearing if you intend to appear in person at the hearing; and (7) your signature. **The objection must be mailed to the Clerk of the Court, with copies to Settlement Class Counsel, and Defendant’s Counsel at the below addresses.** The mailed copies must be postmarked on or before _____, 202__:

COURT	Clerk, United States District Court For the Western District of Pennsylvania Joseph F. Weis, Jr. U.S. Courthouse 700 Grant Street Pittsburgh, PA 15219
-------	--

QUESTIONS? CALL SETTLEMENT ADMINISTRATOR AT (XXX) XXX-XXXX

CLASS COUNSEL	Harper T. Segui Martha Geer Rachel Soffin MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 900 W. Morgan Street Raleigh, NC 27603
DEFENDANTS' COUNSEL	Christopher J. Dalton Melissa J. Bayly Buchanan Ingersoll & Rooney PC 550 Broad Street, Suite 810 Newark, New Jersey 07102-4582

18. What's the difference between objecting and excluding?

Objecting is simply telling Judge Ranjan that you don't like something about the Settlement. You can object only if you stay in the Settlement. Excluding yourself is telling Judge Ranjan that you don't want to be part of the Settlement, and thus do not want to receive any benefits from the Settlement as described in Answer 6. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

19. When and where will Judge Ranjan decide whether to approve the Settlement?

Judge Ranjan will hold a "Final Approval Hearing" to decide whether to approve the Settlement on _____, **202_____ at _____ a.m.**, at Courtroom __ [or virtual] in the Joseph F. Weis, Jr. U.S. Courthouse 700 Grant Street, Pittsburgh, PA 15219. At this hearing, Judge Ranjan will determine whether the Settlement is fair, adequate, and reasonable and whether the objections by Class Members, if any, have merit. If you have filed an objection on time, and also filed a Notice of Intention to Appear, as described in Answer 21 below, you may attend and ask to speak, but you don't have to. However, Judge Ranjan will only listen to people who have asked to speak at the hearing (*See* Answer 21 below). At this hearing, Judge Ranjan will also decide the service awards for the Class Representatives, as well as the attorney's fees for the lawyers representing the Class Members. We do not know how long the Court's decision will take, and the hearing date may change due to other court business.

20. Do I need to go to the hearing?

No. Settlement Class Counsel will answer any questions Judge Ranjan may have, but you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mail your valid written objection on time, Judge Ranjan will consider it. You may also pay another lawyer to attend, but that's not required.

21. May I speak at the hearing?

You may ask Judge Ranjan for permission to speak at the Final Approval Hearing. To do so, you must file a "Notice of Intent to Appear" in *IMO All-Clad Metalcrafters, LLC Cookware Marketing and Sales Practices Litig.*, MDL No. 2988, Master Case No. 2:21-mc-491-NR. Be sure to include your name, address, telephone number, signature, and other requirements outlined in Answer 17. Your Notice of Intent to Appear must be postmarked no later than _____, **202__**, and mailed to the addresses listed in Answer 17. You cannot speak at the hearing if you have excluded yourself from the Settlement.

22. What if I do nothing?

QUESTIONS? CALL SETTLEMENT ADMINISTRATOR AT (XXX) XXX-XXXX

If you do nothing, you will give up the right to be part of any other lawsuit against Defendants about the legal claims released by the Settlement. **You will not receive any of the benefits described in Answer 6 offered by this Settlement unless you timely submit a Claim Form.**

23. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may also contact the Settlement Administrator with any questions at XXX-XXX-XXXX.

QUESTIONS? CALL SETTLEMENT ADMINISTRATOR AT (XXX) XXX-XXXX

EXHIBIT

B

Your claim must be submitted online or postmarked by: **MONTH DD, 2022**

CLAIM FORM TO RECEIVE SETTLEMENT BENEFITS FROM
IMO ALL-CLAD METALCRAFTERS LLC COOKWARE
MARKETING AND SALES PRACTICES LITIGATION

ACM

PLEASE TYPE OR PRINT LEGIBLY

You must complete this Claim Form and supply all of the following information in order to obtain the benefits available under this Settlement.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

II. RELIEF SELECTION

Please select the relief you would like from either Section A or Section B, below.

A. Relief For Class Members Who Have Experienced "Sharp Edges"

If your All-Clad D3, D5, or LTD Cookware has developed "sharp edges" as described in this lawsuit, you can return your damaged cookware and choose one of these three options:

- Option 1:** Check here if you would like to replace your damaged D3/D5/LTD item with a new D3/D5 item of the same size/style **PLUS** a payment of **\$75**. (*The LTD line has been discontinued and LTD items will be replaced with D3 items of the same size and style.*)

Please select from **one** of the following payment options:

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: _____

Virtual Prepaid Card - Enter your email address: _____

Physical Check - Payment will be mailed to the address provided above.

OR

Option 2: Check here if you would like to replace your damaged D3/D5/LTD item with new HA1 or Essentials sets and select **one** of the following Dishwasher Safe Cookware:

Hard Anodized (HA1) five-piece fry-pan set (SKU 2100122734)

OR

Essentials Hard Anodized Nonstick thirteen-piece cookware set (SKU 2100120788)

OR

Option 3: Check here if you would like to receive a Future Purchase Credit of 50% off purchases of up to \$1,200, for any products on All-Clad’s website.

B. Relief For Class Members Who Have Not Experienced “Sharp Edges” Or Who Have Discarded Damaged Cookware

If your All-Clad D3, D5, or LTD Cookware has not developed “sharp edges” as described in this lawsuit, or if it did and you have discarded it, you can, with proof of purchase, receive a Future Purchase Credit of 35% off purchases of up to \$750, for any products on All-Clad’s website.

Check here if you would like to receive a Future Purchase Credit of 35% off purchases of up to \$750, for any products on All-Clad’s website.

Check here if you have included a proof of purchase, which can include a store receipt, invoice, order confirmation, credit card receipt, canceled check, or other document(s) demonstrating that the Settlement Class Member purchased Cookware during the class period.

III. CLAIMANT DECLARATION

I declare under penalty of perjury that the information above and the documents I have supplied are true and correct.

Signed On: _____
(DD/MM/YYYY)

in _____, _____.
(City) (State)

(Sign your name here)

(Type or print your name here)

(Capacity of person signing - if applicable)

COMPLETED CLAIMS FORMS CAN BE SUBMITTED BY MAIL OR ONLINE

IF SUBMITTING BY MAIL, COMPLETE THIS CLAIM FORM AND MAIL IT, POSTMARKED ON OR BEFORE sixty (60) days after the date of Final Approval of the Settlement, to be posted on the Settlement Website but estimated to be _____, **2022** TO:

All-Clad Claims Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

IF SUBMITTING ONLINE, COMPLETE AND SUBMIT THE CLAIM FORM AVAILABLE AT [WWW.\[INSERT WEBSITE\].COM](http://WWW.[INSERT WEBSITE].COM) ON OR BEFORE sixty (60) days after the date of Final Approval of the Settlement, to be posted on the Settlement Website but estimated to be _____, **2022**.

EXHIBIT

C

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA**

IN RE: ALL-CLAD METALCRAFTERS,
LLC, COOKWARE MARKETING AND
SALES PRACTICES LITIGATION

MDL No. 2988
Master Case No. 2:21-mc-491-NR

This Document Relates to All Actions

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

THIS MATTER comes before the Court on the Parties' application, pursuant to Rules 23(a), 23(b)(3), and 23(e) of the Federal Rules of Civil Procedure, for entry of an order preliminarily approving the settlement of this action pursuant to the settlement agreement fully executed on _____, 2022 (the "Settlement Agreement"), which, together with its attached exhibits, sets forth the terms and conditions for a proposed settlement of the Action and dismissal of the Action with prejudice. The Court has read and considered the Settlement Agreement and its exhibits, and Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, and the argument of counsel as the record may reflect.

**NOW, THEREFORE, IT IS ON THIS ____ DAY OF _____, 2022, ORDERED
THAT:**

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth in the Settlement.
2. The Court preliminarily approves the Settlement as being within the realm of reasonableness to the Settlement Class, subject to further consideration at the Final Approval Hearing described below.
3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court certifies, solely for purposes of effectuating the Settlement, the Settlement Class as follows:

All persons in the United States, including Puerto Rico and the District of Columbia, who, since January 1, 2015, have purchased All-Clad D3, D5, or LTD Cookware.

4. Excluded from the Settlement Class are Defendants, as well as Defendants' affiliates, employees, officers, and directors, attorneys, agents, insurers, and the attorneys representing Defendants in this case; the judges and mediators to whom this case is assigned and their immediate family members; all persons who request exclusion from (opt-out of) the Settlement; anyone claiming personal injury, property damage (other than to their Cookware), or subrogation; and all persons who previously released any claims encompassed in this Settlement.

5. The Court appoints Harper Segui, Martha Geer, and Rachel Soffin of Milberg Coleman Bryson Phillips Grossman, PLLC as Settlement Class Counsel for the Settlement Class. Any Settlement Class Member may enter an appearance in the action, at his, her, or its own expense, either individually or through counsel. However, if they do not enter an appearance, they will be represented by Settlement Class Counsel.

6. The Court appoints Plaintiffs Jean Greeff, Carol Egidio, Beira Montalvo, Miranda Murray, and Brandi Milford as Settlement Class Representatives.

7. The Court preliminarily finds, solely for purposes of the Settlement, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) the claims of the Settlement Class Representatives are typical of the claims of the Settlement Class; (d) the Settlement Class Representatives and Settlement Class Counsel have fairly and adequately represented and protected the interests of the Settlement Class and will continue to do so; and (e) a class action is superior to all other available methods for the fair and efficient adjudication of the controversy. The Court preliminarily finds that certification of the Settlement Class is appropriate when balanced against the risks relating to

further litigation. It further appears that extensive and costly investigation, research, and discovery have been conducted such that the attorneys for the parties are reasonably able to evaluate the benefits of settlement, which will avoid substantial additional costs to the parties and reduce delay and risks associated with this action. It further appears that the Settlement has been reached as a result of intensive, arm's-length negotiations using experienced third-party neutrals.

8. The Court approves the form and content of the Settlement Class Notice (Exhibit A to the Settlement Agreement) and Claim Form (Exhibit B to the Settlement Agreement). The Court finds that the emailing of the Settlement Class Notice in the manner set forth in the Settlement Agreement, as well as the establishment of a settlement website, toll-free number, and digital notice campaign satisfies due process. The foregoing is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Settlement Class Members entitled to Settlement Class Notice. The Court authorizes the Parties to make non-material modifications to the Settlement Class Notice and Claim Form prior to publication if they jointly agree that any such changes are appropriate.

9. The Court directs that, if they have not already done so, Defendants' Counsel shall provide notice under the Class Action Fairness Act, 28 U.S.C. § 1715 to the States' Attorneys General within ten (10) days from the date of this Order.

10. The Court appoints Angeion Group, LLC as the Claims Administrator. The Claims Administrator is directed to perform all settlement administration duties set out in the Settlement Agreement, including:

- a. Establishing, maintaining, and administering a website, on or before _____, 2022 (sixty (60) days after this Order), dedicated to the Settlement which (i) will provide information about the Settlement, including all relevant documents and (ii)

will provide a means by which Settlement Class Members may submit their claims by U.S. Mail or through an online portal on the website;

b. Establishing, on or before _____, 2022 (sixty (60) days after this Order), a toll-free number that Class Members can call to request hard copies of the Claim Form and FAQ be sent to them by mail and obtain additional information regarding the Settlement;

c. Disseminating Settlement Class Notice on or before _____, 2022 (sixty (60) days after the date of this Order) by:

i. Individual direct email notice using Defendants' customer database and information from All-Clad's authorized retailers, as well as coordinating individual direct email notice directly from those authorized retailers themselves;

ii. Implementation of a digital notice program; and

iii. Publication on a website to be established and maintained by the Claims Administrator.

11. Any Settlement Class Members who do not wish to participate in the Settlement Class may ask to be excluded. All requests to be excluded from the Settlement Class must be in writing, sent to the Claims Administrator at the addresses set forth in the Settlement Class Notice, and postmarked on or before the Opt-Out Deadline, which is _____, 2022 (one hundred and five (105) days after the date of this Order).

a. Any request for exclusion must (i) state the Class Member's full name, and current address, telephone number, and email address (if any); (ii) identify the Class Member's Cookware and the date(s) of purchase; (iii) specifically and clearly state his/her

desire to be excluded from the Settlement and from the Settlement Class; and (iv) include the Class Member's signature.

12. Any Settlement Class Member who has not previously submitted a Request for Exclusion may object to the Settlement and appear at the Final Approval Hearing to support or oppose the approval of the Settlement Agreement.

a. The following information must be provided in the Settlement Class Member's written objection:

i. (A) his or her full name, current address, current telephone number, and email address (if any); (B) identify the Settlement Class Member's Cookware and the date(s) of purchase, with proof of purchase; (C) whether the objection applies only to the objecting Settlement Class Member, to a specific subset of the Class, or to the entire Class; (D) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; and (E) any other documents that the objector wishes to submit in support of his/her position.

ii. To be valid, an objection also must include a detailed statement of each objection asserted, including the grounds for objection. In addition, any Settlement Class Member objecting to the Settlement must provide a detailed statement of any objections to any other class action settlements submitted in any court, whether state, federal, or otherwise, in the United States in the previous five (5) years. If the Settlement Class Member has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he or she must affirmatively so state in the written materials provided in connection with the objection to this Settlement.

b. All objections and requests to appear at the Final Approval Hearing must be in writing, sent to the Clerk of this Court, the Claims Administrator, Settlement Class Counsel, and Defendant's Counsel at the addresses set forth in the Settlement Class Notice. All objections and requests to appear must be received or postmarked on or before _____, 2022 (one hundred and five (105) days after the date of this Order).

13. Any Settlement Class Member who does not object in the manner provided in this Order shall be deemed to have waived such objections and shall forever be foreclosed from objecting to the fairness, reasonableness, or adequacy of the proposed settlement and any judgment approving the settlement.

14. Settlement Class Counsel shall file their motion for an award of attorneys' fees, inclusive of costs, expenses, and Settlement Class Representative Service Payments, by _____, 2022 (sixty (60) days after the date of this Order)

15. Settlement Class Counsel shall file their Final Approval Motion by _____, 2022 (one-hundred and thirty (130) days after the date of this Order).

16. Defendants shall, on _____, 2022 (one-hundred and thirty (130) days after the date of this Order), file with the Court a declaration from the Claims Administrator: (a) indicating the number of requests for exclusion and objections submitted by Class Members to date; and (b) attesting that Settlement Class Notice was disseminated in a manner consistent with the terms of this Settlement Agreement and the Class Action Fairness Act, 28 U.S.C. §1711 *et seq.*, or those otherwise required by the Court.

17. The Court hereby schedules the Final Approval Hearing for _____, 2022 at _____ a.m./p.m. (not less than one hundred and forty-five (145) days after the date of this Order). The Final Approval Hearing will take place in the United States District

Court for the Western District of Pennsylvania, Joseph F. Weis, Jr. U.S. Courthouse, 700 Grant Street, Pittsburgh, PA 15219, to determine whether the proposed Settlement should be approved as fair, adequate, and reasonable, and whether a judgment should be entered approving the Settlement, and whether Settlement Class Counsel's application for attorneys' fees, expenses and Settlement Class Representative Service Payments should be approved. The Court may adjourn the Final Approval Hearing without further notice to Settlement Class Members.

18. Settlement Class Members shall have sixty (60) days after entry of the Final Approval Order to submit Claim Forms. Claim Forms must be postmarked or submitted by that date to be considered timely.

Honorable J. Nicholas Ranjan
United States District Judge

EXHIBIT

2

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA**

IN RE: ALL-CLAD METALCRAFTERS,
LLC, COOKWARE MARKETING AND
SALES PRACTICES LITIGATION

MDL No.2988
Master Case No. 2:21-mc-491-NR

Electronically Filed

This Document Relates to All Actions

**JOINT DECLARATION OF PROPOSED CLASS COUNSEL IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

This declaration is being submitted by Martha Geer, Harper T. Segui, and Rachel Soffin of Milberg Coleman Bryson Phillips Grossman PLLC ("Class Counsel"). We offer this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion").¹ We each have personal knowledge of the facts set forth in this declaration and could testify competently as to these facts if called upon to do so.

¹ The definitions and capitalized terms in the Settlement Agreement (*see* Exhibit 1) to Memorandum in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement are hereby incorporated as though fully set forth in this Declaration and shall have the same meanings attributed to them in those documents.

Background and Relevant Procedural History

1. In 2020, Plaintiffs' Counsel ("Proposed Class Counsel") were contacted by various consumers who had purchased All-Clad branded D3, D5, and LTD Stainless Steel Collection cookware (the "Cookware") that All-Clad marketed, labeled, and represented as being conveniently "dishwasher safe." However, despite these representations, consumers discovered that the Cookware edges became thin and/or sharp over time, after the Cookware had been cleaned in a dishwasher (the "Damaged Cookware"). Further research by Proposed Class Counsel revealed that consumers around the United States reported experiencing the "sharp edges" and having "Damaged Cookware."

2. Consequently, prior to initiating this litigation, Proposed Class Counsel spent many hours investigating the claims of allegedly defective All-Clad branded Cookware on behalf of several potential plaintiffs and other consumers. Proposed Class Counsel interviewed numerous Cookware owners and researched the design and manufacture of the Cookware and the possible root cause of the Damaged Cookware. Proposed Class Counsel also gathered and reviewed significant documents, photographs, and videos pertaining to the Cookware, along with warranties and use and care manuals.

3. When speaking to consumers, Proposed Class Counsel further learned that when the Damaged Cookware was exchanged under the All-Clad Lifetime Limited Warranty, the replacements also failed in the same manner. Many consumers were told during the warranty exchanges that the thin and/or sharpened edges were a result of the use of citric acid-based dishwasher detergents and pods used with dishwasher cleaning.

4. To further aid in the investigation and identification of the defect, Proposed Class Counsel engaged multiple well-qualified engineering experts to perform failure analyses of the Cookware. The experts collectively performed dishwasher testing of the Cookware, dissected sample Cookware in order to take microscopic measurements and evaluated the

Cookware layers, and researched the product specifications, use and care manuals and instructions, industry standards, and alternative feasible designs. The investigations revealed that the Cookware was not dishwasher safe when using any dishwashing detergents.

5. The Cookware at issue is multi-ply cookware, with alternating layers of stainless steel and aluminum. The stainless steel forms the base of the Cookware, as well as a very thin top layer. Aluminum is constructed in between the layers of stainless steel. Through expert investigation and Proposed Class Counsel's investigation, it was determined that after dishwasher cleaning, the layers of aluminum in the Cookware deteriorates or erodes, causing one or more stainless steel cooking layers to become thin and/or sharp, particularly along the rim of the Cookware ("Sharp Edges" or "Defect").

6. Following the conclusion of the initial expert investigation, undersigned Proposed Class Counsel initiated four separate class actions against Defendants in Plaintiffs' resident states, each uniformly alleging that the Cookware was misrepresented as dishwasher-safe, when it was not; and that the Cookware was instead designed, manufactured, distributed, marketed, and sold with the Defect.

7. On April 16, 2020, the first Class Action Complaint was filed against All-Clad in the Northern District of California (*see* ECF No. 51-2, *Mears v. All-Clad Metalcrafters, LLC, et al.*, Case No. 3:20-cv-02662-SI) ("*Mears* Action").

8. Once the *Mears* action was filed, the Parties filed a Rule 26(f) Report, negotiated several case management orders, and participated in multiple case management conferences in the Northern District of California. Following the first case management conference, the Parties agreed to attempt early resolution of the case through a formal mediation. In conjunction therewith, the Parties exchanged requests for information and documents pursuant to Fed. R. Evid. 408. On October 13-14, 2020, the Parties held a full two-day formal mediation with the Honorable (Ret.) Richard Kramer with JAMS. Although the

mediation was unsuccessful, it formed the foundation for the eventual settlement that the Parties were able to reach.

9. Following the Parties' unsuccessful initial mediation, Defendants served an Answer to the *Mears* Complaint, and the Parties began engaging in formal discovery.

10. Plaintiffs also filed additional cases in the United States District Court for the District of Massachusetts (*Egidio v. All-Clad Metalcrafters, LLC et al.*, Civil Action No. 1:20-cv-12025) on November 11, 2020; the United States District Court for the Southern District of Florida (*Montalvo v. All-Clad Metalcrafters, LLC et al.*, Civil Action No. 9:20-cv-82384) on December 22, 2020; and the United States District Court for the Northern District of Georgia (*Murray et al. v. All-Clad Metalcrafters, LLC et al.*, Civil Action No. 1:21-cv-00095) on January 7, 2021.

11. Following the filing of *Mears*, All-Clad began effectuating packaging, labeling, and website changes to remove "dishwasher safe" representations. Specifically, Defendants began removing many, if not most, of the dishwasher safe representations from the website, and began instructing consumers to "[h]and wash to maintain the pan's beauty." According to Defendants' discovery answers, Defendants phased out all packaging with "dishwasher safe" representations that originated from the manufacturer by Spring of 2021.

12. On January 21, 2021, Defendants filed a Motion for Transfer of Actions Pursuant to 28 U.S.C. § 1407 for Coordinated or Consolidated Pretrial Proceedings ("Motion to Transfer") before the Judicial Panel for Multidistrict Litigation ("JPML"), seeking to transfer the four actions to the Western District of Pennsylvania. Plaintiffs filed an opposition brief, arguing that Proposed Class Counsel were counsel of record for all actions, and that this litigation could replicate the success Proposed Class Counsel had previously had in informally coordinating similarly situated litigation.

13. During the pendency of Defendants' Motion to Transfer, litigation in each of the four actions continued. In *Mears*, the Parties briefed Defendants' Motion to Stay the Action Pending Likely Transfer by the JPML (*Mears* Action at ECF Nos. 52, 55, and 57). Plaintiff *Mears* opposed Defendants' Motion; however, the Motion was granted (*Mears* Action at ECF No. 59). Concurrently, in *Egidio*, Defendants filed a Motion to Stay the Action, as well as Motions to Dismiss and to Strike Complaint. (*Egidio* Action at ECF Nos. 11, 19, and 16) Plaintiff *Egidio* filed an opposition brief to the Motion to Stay the Action (*Egidio* Action at ECF No. 14). Defendants' Motion to Stay was denied in the *Egidio* action (*Egidio* Action at ECF No. 15) and briefing on the Defendants' Motions to Dismiss and Strike Class Allegations was completed in the District of Massachusetts (*Egidio* Action at ECF Nos. 27 and 28).

14. On March 25, 2021, the Parties appeared before the JPML and presented arguments on Defendants' Motion to Transfer. Following more than a year of litigation, on March 31, 2021, the Parties received the JPML's Order consolidating the four actions and transferring the cases to the Western District of Pennsylvania. *In re All-Clad Metalcrafters, LLC, Cookware Mktg. & Sales Pracs. Litig.*, 532 F. Supp. 3d 1411 (U.S. Jud. Pan. Mult. Lit. 2021).

15. Upon consolidation of the multidistrict litigation in the Western District of Pennsylvania (*In re All-Clad Metalcrafters, LLC Cookware Marketing and Sales Practices Litig.*, MDL No. 2988, Master Case No. 2:21-mc-491-NR), undersigned Proposed Class Counsel filed the Unopposed Motion to Appoint Counsel Martha Geer, Harper Segui, and Rachel Soffin as Interim Co-Lead Counsel (ECF No. 22) on May 20, 2021.

16. On June 23, 2021 (ECF No. 32), the Court held an Initial Status Conference to assess where the Parties were in terms of discovery. Subsequently, after significant negotiation, the Parties filed the Joint Motion for Protective Order on July 1, 2021 (ECF No. 36), the Proposed Rule 26(f) Discovery Plan on July 12, 2021 (ECF No. 40), and the Joint Motion for

Discovery governing hard copy documents as well as ESI on August 13, 2021 (ECF No. 45) in order to continue engaging in discovery.

17. Since the initiation of the consolidated matter, the Parties have filed 10 Joint Status Reports (May 25, 2021 (ECF No. 25), July 30, 2021 (ECF No. 44), August 31, 2021 (ECF No. 50), September 30, 2021 (ECF No. 52), October 29, 2021 (ECF No. 57), November 30, 2021 (ECF No. 58), December 30, 2021 (ECF No. 60), January 31, 2022 (ECF No. 63), February 17, 2022 (ECF No. 64), May 23, 2022 (ECF No. 68)).

18. In addition, following consolidation, the Parties continued the formal discovery initiated in the *Mears* case, including the substantial production of documents. Plaintiffs served Defendants with multiple sets of discovery, including targeted Requests for Admission. Plaintiffs also served subpoenas on All-Clad authorized retailers, negotiating the scope and timing of those productions.

19. As indicated above, Plaintiffs continued to consult with their experts during the various discovery stages in order to ensure discovery was thorough and would aid the experts in producing reports.

20. The Parties filed the Stipulation of Dismissal of Plaintiff Mears on August 25, 2021 (ECF No. 47), subsequently replacing Plaintiff Mears with Plaintiff Jean Greeff on behalf of the proposed California Class. Shortly thereafter, Defendants filed a Motion to Dismiss and to Strike the Class-Action Allegations. The extensive additional briefing was completed on those Motions on October 14, 2021 (ECF No. 56).

The Settlement Achieves an Excellent Result for the Settlement Class and is the Result of Extensive Investigation, Hard-Fought Litigation and Arms-Length Negotiations

21. The Parties began preliminary settlement discussions more than twenty-one months ago, in October of 2020, and agreed to mediate the *Mears* action with an eye toward nationwide resolution of Plaintiffs and putative Class Members' claims.

22. Subsequently, the Parties' agreed to utilize the Honorable Richard A. Kramer

(Ret.), who is experienced in resolving class action litigation.

23. Prior to mediation, the Parties exchanged requests for information pursuant to Fed. R. Evid. 408. The Plaintiffs also made a detailed settlement demand and provided preliminary expert work in support thereof. The Parties also provided detailed mediation statements to Judge Kramer, which were exchanged prior to mediation.

24. As a result of extensive expert investigation, as well as independent investigation of Class Counsel regarding the dishwasher-safe representations and the Defect, Plaintiffs and Proposed Class Counsel, entered these settlement negotiations with substantial information about the nature and extent of the challenged practices, and the merits of the legal claims and factual allegations. Plaintiffs and Class Counsel also had the ability to review key documents in this matter, including significant discovery from Defendants. Review of this information positioned Proposed Class Counsel to evaluate with confidence the strengths and weaknesses of Plaintiffs' claims and prospects for success at class certification, summary judgment, and trial.

25. The Parties attended two full-day mediation sessions (on October 13 and 14, 2020) with Judge Kramer. While the Parties were able to make some progress toward settlement of this pending litigation, the Parties were unable to fully resolve this matter at that time.

26. Following the unsuccessful mediation, litigation ensued. After consolidation of the various actions into the multidistrict litigation in the Western District of Pennsylvania, and continued litigation therein, the Parties scheduled a second round of formal mediation (on February 16, 2022). The Parties selected the Honorable Wayne R. Andersen (ret.), who is also experienced in resolving class action disputes. Prior to the mediation, the Parties spent months, negotiating the terms of the settlement agreement, and regularly participating in Zoom conferences to move ensure the success of the second round of mediations.

27. While many issues were negotiated prior to the February 16th mediation, the mediation took another full day that went late into the night, and included attendees participating via Zoom from France, to resolve further substantive issues, including establishment of the Common Fund. During this round of formal mediation, the Parties were able to make substantial progress toward settlement of this pending litigation, and the Parties entered into an agreed upon terms sheet.

28. Following the February 16th mediation, the Parties continued to negotiate the details of the Settlement Agreement over the next five months, including the products that could be exchanged, the release, claims administrator, notice plan, and schedule. To finalize the Settlement Agreement, the Parties had regular Zoom conferences and continued to exchange redlines and drafts of documents. The Settlement Agreement was executed as of the date of this filing, July 29, 2022.

29. Between February and July 2022, the Parties worked diligently and expended a substantial amount of time and effort to finalize the terms of the Settlement Agreement and ancillary documents, and the plan for Class Notice.

Terms of the Settlement

30. The Settlement Class consists of the following, as defined in Paragraph I (F) of the Settlement Agreement: “[A]ll persons in the United States, including Puerto Rico and the District of Columbia, who, since January 1, 2015, have purchased All-Clad D3, D5, or LTD Cookware.”

31. All-Clad has provided documentation that it distributed a substantial amount of Cookware during the Class Period, including through its authorized retailers such as Amazon, Bed Bath & Beyond, Macy’s, Bloomingdales, William-Sonoma, and Crate & Barrel. Although many consumers have multiple pieces of the Cookware, it is clear that the Settlement Class Members are in the tens of thousands.

32. Defendants will establish a Common Fund that will provide for the refunds available to Class Members under the Damaged Cookware benefits. No other aspects of the Proposed Settlement will be drawn from the Settlement Fund, meaning all other expenses incurred by Defendants under the Proposed Settlement are in addition to the monetary value allocated toward the Common Fund, as follows:

- A \$3,000,000 fund will be created thirty (30) days after the Claims Administrator has completed the process of determining the number of claims where the Cookware submitted constitutes Damaged Cookware, which will be used to reimburse consumers who chose to return the Damaged Cookware to All-Clad in exchange for new D3/D5 cookware of the same type/style and also claim a \$75 refund (discontinued LTD cookware will be replaced with similar D3 cookware);
- Each refund for Damaged Cookware will be \$75.
- If the amount of refund claims exceeds \$3,000,000, All-Clad will add as much money as needed to pay such claims, up to an additional \$1,000,000, for a total of \$4,000,000.
- If the total amount of refund claims exceeds \$4,000,000, the amount paid on each claim will be reduced *pro-rata*.

33. The \$4,000,000 in benefits available to the Settlement Class Members will not be reduced by notice and administration costs, service awards for class representatives, or attorneys' fees, all of which are separate from the Common Fund.

23. The Settlement Agreement provides the following benefits to the Settlement Class who have experienced the "sharp edges" issue, allowing them to choose one of the three following options:

- Option 1. Settlement Class Members electing this Option will submit the Damaged Cookware to the Claims Administrator. In exchange, they will receive replacement Cookware of the same type/style and a \$75 refund;

- Option 2. Settlement Class Members electing this Option will submit the Damaged Cookware to the Claims Administrator. In exchange, they will receive either (i) Hard Anodized (HA1) five-piece fry-pan set (SKU 2100122734) or (ii) Essentials Hard Anodized Nonstick thirteen-piece cookware set (SKU 2100120788), both of which are dishwasher-safe; or
- Option 3. Settlement Class Members electing this Option will submit the Damaged Cookware to the Claims Administrator. In exchange, they will apply for a future purchase credit of 50% off purchases, up to \$1,200, on All-Clad's website.

34. All-Clad will pay the cost of returning the Damaged Cookware and, if selected, shipping replacement Cookware.

35. The Settlement Agreement provides the following benefits to the Settlement Class who have not experienced the "sharp edges" issue or who have discarded the Cookware:

- Settlement Class Members electing this Option will receive a future purchase credit of 35% off purchases, up to \$750.00, on any product(s) on All-Clad's website.

36. Additionally, the litigation has effectuated packaging and label changes, and includes additional injunctive relief. Specifically, All-Clad affirms that it has completed packaging changes to remove "dishwasher safe" representations from all of the Cookware packaging and labeling and has also completed removal of the "dishwasher safe" representations on the All-Clad website and any other promotional and marketing materials. All-Clad has notified its authorized retailers of the removal of the "dishwasher safe" representations on the All-Clad website and any other promotional and marketing materials for the Cookware and is actively working to complete re-notification instructing retailers to remove the "dishwasher safe" representations from floor models and other marketing materials. The intent of the Settlement is to ensure that the Cookware, and any associated advertising and marketing materials, no longer represents to consumers that the Cookware is "dishwasher safe."

37. In addition to the benefits to the class and injunctive relief, All-Clad shall pay all Notice and Administration costs directly to the Settlement Administrator as such costs and expenses are invoiced.

38. As agreed, pursuant to Settlement Agreement, Sections IX (34) and (35), following preliminary approval of the Settlement, Proposed Class Counsel may submit a Fee Application to the Court. Subject to Court approval, Defendant has agreed not to oppose up to \$2,000,000.00 as the reasonable amount of attorney fees, reimbursement of costs, and service awards to Plaintiffs. Defendants also will not oppose service awards to Plaintiffs in the amount of \$2,500.00 (not to exceed \$12,500.00 in the aggregate), which will be paid out of the \$2,000,000.00. Defendant will pay these amounts to Class Counsel and Plaintiffs upon Court approval.

Risks of Continued Litigation

39. Plaintiffs and Proposed Class Counsel remain confident in the strength of their case, but they are also pragmatic in their awareness of the various defenses available to All-Clad, which are complex. There is no doubt that continued litigation would be difficult, expensive, and time consuming. The risks and obstacles in this case are just as great as those in other product defect class actions and this case would likely have taken years to successfully prosecute, with the risk that there would be no recovery at all. Recovery, if any, by any means other than settlement would require additional years of multidistrict litigation and on appeal.

40. If the multidistrict litigation proceeded to trial, the Parties would incur significant expenses, including imminent costs associated with depositions and continued discovery. Similarly, the Parties would have to continue to pay expert witnesses and technical consultants, as well as expend substantial time devoted to briefing Plaintiffs' motions for class certification, *Daubert* motions, and summary judgment motions, preparing for and conducting trial, post-trial motion practice, and likely appeals. Absent a settlement, the final resolution of

this litigation through the trial process would undoubtedly take years of protracted, adversarial litigation and appeals, which would delay relief to tens of thousands of Settlement Class Members. Thus, continuing to litigate the multidistrict litigation would require much of the Parties' resources and would delay relief for Settlement Class Members.

41. Further, each of these risks of continued litigation could have impeded the successful prosecution of these claims at trial and in an eventual appeal – resulting in zero benefit to the Settlement Class. Under the circumstances, Plaintiffs and Class Counsel appropriately determined that the Settlement reached with All-Clad outweighs the gamble of continued litigation.

42. Whether the Action would have been tried as a class action is also relevant in assessing the fairness of the Settlement. As the Court had not yet certified a class at the time the Agreement was executed, it is unclear whether class certification would have been granted. This litigation activity would have required the Parties to expend significant resources.

43. As described above, the Settlement includes substantial and immediate benefits for Settlement Class Members.

The Notice Plan

44. The Settlement Administrator is Angeion Group (“Angeion”) which will oversee the Notice Plan. Angeion is one of the leading notice administration firms in the United States.

45. The Notice Plan consists of two primary parts:

A. First, the Notice Plan will consist of direct email notice to purchasers of All-Clad Cookware. Direct email notice will be accomplished using email addresses contained in All-Clad's registration records and email addresses provided to the Claims Administrator by All-Clad's authorized retailers as well as email notice from All-Clad's authorized retailers directly to their customers. All-Clad's authorized retailers participating in the notice program

include Amazon; Bed Bath & Beyond; Macy's; Bloomingdale's; Crate & Barrel; and Williams-Sonoma.

46. The Settlement Class Notice, in a form substantially similar to the one attached to the Settlement Agreement as Exhibit "A,"¹ will advise Class Members of the general terms of the settlement, including a description of the case, information regarding the identity of the Class members, and what claims will be released. Additionally, exclusion from the Settlement and opt-out procedures will be explained as well as how Class Members may exercise their right to object to the proposed Settlement at the Final Approval Hearing. The Notice will also detail the amount of requested attorneys' fees as well as the amount of the Settlement Class Representative Service Payments. Lastly, the Notice will include a Claim Form, in a form substantially similar to the one attached to the Settlement Agreement as Exhibit "B," which will be how Class Members demonstrate their eligibility for recovery.

47. The Notice Plan satisfies all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and constitutional due process, and will be completed in accordance with this Court's instructions in the Preliminary Approval Order.

Opinions of Proposed Class Counsel

48. It is the opinion of the counsel who achieved the Settlement that, given the innumerable risks of extended litigation where a defendant has so much at stake, this Settlement is fair and reasonable to the members of the Settlement Class.

49. Proposed Class Counsel has significant experience in the litigation, certification, trial, and settlement of national class actions, including numerous claims against appliance and product manufacturers, and have recovered hundreds of millions of dollars for the classes they have represented. The experience, resources, and knowledge Proposed Class

¹ All Plaintiffs have signed the Settlement Agreement, with the exception of Plaintiff Greeff. Plaintiff Greeff is currently traveling through California with limited phone and internet. Plaintiffs will supplement his signature as soon as possible.

Counsel brings to this Action is extensive and formidable. *See* Exhibit 1 (Collectively Resumes of Martha Geer, Harper T. Segui, Rachel Soffin, and Milberg Coleman Bryson Phillips Grossman PLLC).

50. Proposed Class Counsel's years of experience representing consumers in complex class action cases contributed to an awareness of counsels' settlement leverage, as well as the needs of the Plaintiffs and the Class. Proposed Class Counsel believed, and continue to believe, that our clients have claims that would ultimately prevail in the litigation on a class-wide basis. However, Proposed Class Counsel are aware that a successful outcome was uncertain and would have been achieved, if at all, only after several years of prolonged, arduous litigation with the attendant risk of drawn-out appeals. In my opinion, as well as the opinion of other Proposed Class Counsel, based on our substantial experience, the Class Settlement warrants the Court's preliminary approval.

51. Class Counsel has devoted substantial time and resources to this Action, is qualified to represent the Settlement Class, and will, along with the Class Representatives, vigorously protect the interests of the Settlement Class.

52. Proposed Class Representatives assumed the risks in the various class action lawsuits across the United States, assumed leadership in the multidistrict litigation. and provided assistance that enabled Proposed Class Counsel to successfully prosecute the litigation and reach the Settlement.

53. In our opinion, based on the substantial experience as outlined above, the settlement warrants the Court's preliminary approval. Its terms are not only fair, reasonable and adequate, but also are a very favorable result for the Settlement Class. The proposed Settlement Agreement provides substantial and concrete benefits to tens of thousands of All-Clad consumers. Based on all of the foregoing factors, we recommend that the Court grant preliminary approval of the Agreement.

54. Attached hereto as Exhibit 1 to Plaintiffs' Memorandum in Support of Preliminary Approval is a true and correct copy of the proposed Settlement Agreement.

55. We declare under penalty of perjury that the foregoing is true and correct.

Executed on July 29, 2022.

Martha Geer

Martha Geer

Harper T. Segui

Harper T. Segui

RS

Rachel Soffin

EXHIBIT

1



Martha A. Geer

Partner

Email:
mgeer@milberg.com

Martha Geer has a combination of experience that few attorneys possess and clients find invaluable. She has 26 years of experience as a respected litigator and appellate advocate and, in addition, served for more than 13 years as a rarely reversed appellate judge. As a trial lawyer and board-certified appellate specialist, Ms. Geer is known for obtaining cutting-edge and precedent-setting victories in a diverse set of practice areas, including consumer protection, securities, labor and employment law, commercial litigation, and civil rights litigation.

Following law school, Ms. Geer joined Paul Weiss, one of the top law firms in the country, where she represented corporate clients in class actions, shareholder litigation, and commercial disputes. Subsequently, she was a partner with two leading North Carolina plaintiffs' firms and represented plaintiffs in a wide range of complex civil litigation, including both class actions and individual cases.

Ms. Geer was first elected to the North Carolina Court of Appeals in 2002. In 2010, because of her reputation as a fair and impartial judge, she garnered strong bipartisan support that resulted in her winning re-election by a 20-point margin. During her tenure on the Court, Ms. Geer heard more than 3,800 appeals, authored more than 1,350 opinions, and had her opinions reversed less than 2% of the time.

Ms. Geer left the Court of Appeals to join Cohen Milstein Sellers & Toll LLP, a leading plaintiffs' class action firm, and founded its Raleigh, North Carolina office. In October 2019, she joined Whitfield Bryson LLP. Subsequently, Whitfield Bryson LLP merged with Greg Coleman Law and Milberg Phillips Grossman, and Ms. Geer is now a partner with Milberg Coleman Bryson Phillips Grossman ("Milberg"). Ms. Geer has been named one of the Practice Leaders of Milberg's Consumer Products Group. She currently focuses her practice on representing plaintiffs at the trial and appellate levels in complex class action litigation, including in defective products, false advertising, and other consumer-related cases.

Ms. Geer has been appointed Co-Lead Counsel in *In re Evenflo Co., Inc., Marketing, Sales Practices & Products Liability Litigation*, MDL No. 20-md-02938-DJC (D. Mass.), in the consolidated class action *Carder, et al. v. Graco Children's Products, Inc.*, 2:20-CV-00137-LMM (N.D. Ga.), and in *In Re: All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation*, MDL No. 2988, Master Case No. 2:21-mc-491-NR (W.D. Pa.), all of which allege product defect and/or false advertising claims. She has also served as the lead attorney in class actions involving false advertising related to supplements and wage and hour violations.

Ms. Geer was included in The Best Lawyers in America in the 2003 edition for Labor and Employment and the 2018-2022 editions for Mass Torts/Class actions and Appellate Practice. She was named a North Carolina Super Lawyer for the 2021 and 2022 editions in Mass Torts and Class Actions.

Education

- UNC School of Law, J.D. with High Honors, 1983
 - Managing Editor of the UNC Law Review
 - Morehead Fellow
- Bryn Mawr College, A.B. summa cum laude, 1980

Bar Admissions:

- State of New York
- State of North Carolina
- United States Supreme Court
- United States Court of Appeals for the First Circuit
- United States Court of Appeals for the Second Circuit
- United States Court of Appeals for the Fourth Circuit
- United States Court of Appeals for the Ninth Circuit
- United States Court of Appeals for the Eleventh Circuit
- United States District Courts for the Eastern and Southern Districts of New York
- United States District Courts for the Eastern, Middle, and Western Districts of North Carolina
- Certified as Appellate Specialist for the North Carolina State Bar



Harper T. Segui

Partner

Email:

harper@whitfieldbryson.com

Harper T. Segui is an experienced litigator who focuses her practice on representing plaintiffs in complex class action litigation, including defective products, false advertising and mislabeling, and data breaches. She has been named a Practice Leader of Milberg's Consumer Products Group, as well as the Data Breach, Cyber Security & Biometric Group.

Ms. Segui has actively lead a variety of complex cases across the country, having been instrumental in procuring millions of dollars in recoveries for plaintiffs and class members. In addition to individual class actions, Ms. Segui has enjoyed playing active roles in multidistrict litigation and has several times been appointed by courts to serve on Plaintiffs' Steering Committees. She was recently appointed as Co-Lead Counsel in multidistrict litigation involving a data breach.

Ms. Segui has a broad spectrum of class actions and complex litigation experience that includes consumer product defects, building product defects, construction defects, unlawful fee charges, automobile defects, false advertising, and data breaches. Although integrally involved in every aspect of her cases, Ms. Segui has particularly honed technical skills which arm her with the ability to develop complex issues of science and technology at the heart of her cases, including the ability to engage experts and present these technical aspects in court.

She been appointed to a number of leadership roles, and provided integral support for many more. Representative cases include, *In Re: All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation*, MDL No. 2988, Master Case No. 2:21-mc-491-NR (Plaintiffs' Co-Lead Counsel); *In Re: Blackbaud, Inc., Customer Data Security Breach Litigation*, MDL No. 2972, Master Case No. 3:20-mn-02972-JFA (Plaintiffs' Co-Lead Counsel); *Cleveland, et al. v. Whirlpool Corp.*, 20-cv-1906-WMW-KMM (Plaintiffs' Co-Class Counsel); *Hamm v. Sharp Electronics Corp.*, No. 5:19-cv-00488 (M.D. Fla.)(Plaintiffs' Co-Class Counsel); *In Re: Windsor Wood Clad Windows Prods. Liab. Litig.*, 16-md-02668, MDL No. 2688 (E.D. Wis.)(Plaintiffs' Steering Committee); and *In Re: Allura Fiber Cement Siding Litig.*, No. 2:19-mn-02886 (D.S.C.)(Plaintiffs' Steering Committee and Co-Class Counsel). She also played essential supporting roles, including as a member of expert teams, in *In Re: MI Windows and Doors, Inc, Prods. Liab. Litig.*, 2:12-mn-00001, MDL No. 2333 (D.S.C.), *In Re: Pella Corp. Architect and Designer Series Windows, Mktg., Sales Prac. and Prods. Liab. Litig.*, 2:14-mn-00001, MDL No. 2514 (D.S.C.).

Ms. Segui has been regularly selected to Super Lawyers as a Top-Rated Attorney in the areas of “Class Action & Mass Torts.” She has co-authored several publications on product liability and other topics, and has been a lecturer on complex legal issues.

Education

- Mercer University Walter F. George School of Law, J.D.
- University of Central Florida, B.A.

Bar Admissions:

- State of Georgia
- State of South Carolina
- District Court of South Carolina
- Northern District of Georgia
- Middle District of Georgia
- Northern District of Illinois



Rachel Soffin. Rachel Soffin is a Partner and Practice Leader in the Consumer Products division of Milberg Coleman Bryson Phillips Grossman (“Milberg”), an AV rated, full-service Plaintiffs law firm specializing in consumer class action and mass tort litigation. Ms. Soffin has successfully represented consumers in numerous class action cases involving a wide range of subjects affecting consumers, including dangerous and defective products, mislabeling, deceptive trade practices, and regulatory violations.

Representative Class Actions and Court Appointments: Currently, Ms. Soffin serves as court-appointed co-lead counsel in an MDL involving dangerous and defective pet collars, *In re: Seresto Flea & Tick Collar Marketing, Sales Practices & Product Liability Litigation*, Case No. 1:21-cv-4447. Ms. Soffin also serves as court-appointed counsel on the Plaintiffs’ Steering Committee in litigation involving defective breast implants, *In re: Allergan Biocell Textured Breast Implant Product Liability Litigation*, No. 2:19-md-02921-BRM-ESK (D.N.J.), where she has been appointed to the law and briefing and class certification committees. In addition, Ms. Soffin currently serves as court-appointed Co-Lead Counsel in the deceptive representations and omissions cookware MDL, *All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation*, No. 2:21-mc-00491-NR (W.D. Pa.). Ms. Soffin also served as co-lead settlement class counsel in the *In Re: Allura Fiber Cement Siding Prods. Liability Litig.*, No. 2:19-mn-02886-DCN (D.S.C.) MDL, which resulted in a \$12.5M settlement involving allegedly defective fiber cement siding. Outside of the MDL context, Ms. Soffin has led numerous product defect and mislabeling class actions, including, among others, *Hamm v. Sharp Electronics Corp.*, No. 5:19-cv-00488 (M.D. Fla.) (over \$100M value settlement in action involving allegedly defective microwaves); *Cleveland et al v. Whirlpool Corp.*, No. 0:20-cv-01906-WMV-KMM (D. Minn.) (Plaintiffs’ co-class counsel in recent class \$20M value class action settlement involving allegedly defective dishwashers); *In re: Horizon Organic Milk Plus DHA Omega-3 Marketing and Sales Practice Litigation*, 1:12-MD-02324-JAL (S.D. Fla.) (\$1.3 million settlement value for consumers subjected to deceptive trade practices for misrepresentations regarding a milk product); *In re: Tracfone Unlimited Service Plan Litigation*, No. 13-cv-03440-EMC (N.D. Cal) (\$40 million settlement for consumers subjected to deceptive cellular phone data plan practices).

Ms. Soffin has been regularly selected to Super Lawyers as a Top-Rated Attorney in the areas of “Class Action & Mass Torts.” She has also been a lecturer on complex legal issues involving class actions.

EDUCATION

The Florida State University, B.S., 2002

Stetson University College of Law, J.D. 2005

- Law Review
- Phi Delta Phi Honor Fraternity
- National Dean’s List Recipient
- Recipient of Stetson’s Florida Association of Women’s Lawyers Certificate of Appreciation
- Teaching Fellow for Research and Writing Department

COURT ADMISSIONS

Florida, 2005

Georgia, 2009

Middle District of Florida, 2007

Southern District of Florida, 2012

Northern District of Georgia, 2012

Milberg.
COLEMAN BRYSON PHILLIPS GROSSMAN

Who We Are

Established by members of Milberg Phillips Grossman LLP, Sanders Phillips Grossman LLC, Greg Coleman Law PC, and Whitfield Bryson LLP, the firm represents plaintiffs in the areas of antitrust, securities, financial fraud, consumer protection, automobile emissions claims, defective drugs and devices, environmental litigation, financial and insurance litigation, and cyber law and security.

For over 50 years, Milberg and its affiliates have been protecting victims' rights and have recovered over 50 billion for our clients. Our attorneys possess a renowned depth of legal expertise, employ the highest ethical and legal standards, and pride ourselves on providing stellar client service. We have repeatedly been recognized as leaders in the plaintiffs' bar and appointed to leadership roles in prominent national mass torts and class actions.

Milberg challenges corporate wrongdoing through class action, mass tort, consumer, and shareholder rights services, both domestically and globally.

Milberg's previous litigation efforts helped to create a new era of corporate accountability that put big companies on notice. The strategic combination of four leading plaintiffs' firms offers clients expanded capabilities, greater geographical coverage, enhanced financial breadth, and increased operational capacity. It also enables the firm to serve diverse and global clients who are seeking to enforce their rights against well financed corporations wherever they operate.

www.milberg.com



Practice Areas

Antitrust Competition Law

Today, on a global scale, consolidated corporate entities exercise dominating market power, but proper enforcement of antitrust law ensures a fair, competitive marketplace. Milberg prosecutes complex antitrust class actions against large, well funded corporate defendants in healthcare, technology, agriculture, and manufacturing. Our leading practitioners successfully represent plaintiffs affected by price-fixing, monopolization, monopoly leveraging tying arrangements, exclusive dealing, and refusals to deal. The firm continues aggressively vindicating rights of plaintiffs victimized by antitrust violations, holding companies accountable for anticompetitive behavior.

Complex Litigation

With 50 years of vetted success, Milberg handles complex, high stakes cases at any stage of the litigation process. Our attorneys have experience litigating complex cases for business and plaintiffs outside of class action context, business torts, contract disputes, anti-SLAPP motions, corporations, LLCs, partnerships, real estate, and intellectual property. The repeated success of our attorneys against well funded adversaries with top tier counsel has established Milberg as the go to firm for complex litigation.

Consumer Products

Milberg's consumer litigation group focuses on protecting victims of deceptive marketing and advertising of goods and services, or those who have bought defective products. Our attorneys are experienced in handling a wide array of consumer protection lawsuits, including breach of contract, failure to warn, false or deceptive advertising of goods and services, faulty, dangerous, or defective products, warranty claims, unfair trade practices, and notable product cases. Milberg has achieved real world recoveries for clients, often requiring corporations to change the way they do business. Our team of attorneys has extensive experience representing plaintiffs against well-resourced and sophisticated defendants.

Consumer Services

Consumers have rights, and companies providing consumer services have a legal obligation to abide by contractual agreements made with customers. Companies must also follow state and federal laws that prohibit predatory, deceptive, and unscrupulous business practices. Milberg's Consumer Services litigation group protects consumers whose rights have been violated by improperly charged fees, predatory and discriminatory lending, illegal credit reporting practices, and invasion of privacy. We also enforce consumer rights by upholding The Fair Credit Reporting Act and Telephone Consumer Protection Act.

Class Action Lawsuits

Milberg pioneered federal class action litigation is recognized as a leader in defending the rights of victims of corporate and large scale wrongdoings. We have the manpower, resources, technology, and experience necessary to provide effective representation in nationwide class action lawsuits. Our attorneys have led class actions resulting in settlements up to billions of dollars across a variety of practice areas, including defective consumer products, pharmaceutical drugs, insurance, securities, antitrust, environmental and toxic torts, consumer protection, and breach of contract.

Dangerous Drugs Devices

For some patients, medication and medical devices improve their lives. For others, the drugs and equipment have questionable benefits, at best, and serious, unintended side effects at worst. Taking on drug and device makers requires a law firm that can stand up to the world's largest, most powerful companies. Our defective drug lawyers have held leadership roles in many national drug and device litigations, recovering billions of dollars in compensation.

Data Breach, Cyber Security Biometric Data Lawsuits

Technology changes faster than laws regulate it. Staying ahead of legal technical issues requires a law firm that can see the full picture of innovation and apply past lessons to navigate fast moving developments, putting consumers ahead of corporate interests. Our data breach and privacy lawyers work at the cutting edge of technology and law, creating meaningful checks and balances against technology and the companies that wield it. Cyber security threats continue evolving and posing new consumer risks. Milberg will be there every step of the way to protect consumer privacy and hold big companies accountable.

Environmental and Toxic Torts Litigation

Litigation is key in fighting to preserve healthy ecosystems and hold environmental lawbreakers accountable. But in today's globalized world, pollutants and polluters are not always local. Corporations have expanded their reach and ability to cause harm. Our environmental litigation practice focuses on representing clients in mass torts, class actions, multi-district litigation, regulatory enforcement, citizen suits, and other complex environmental and toxic tort matters. The companies involved in harmful environmental practices are large, wealthy, and globally influential, but as an internationally recognized plaintiffs' firm, Milberg has the strength and resources to present clients seeking to enforce their environmental rights against well-financed corporations wherever they operate.

Finance Insurance Litigation

Big banks and public insurance firms are obligated by their corporate charters to put shareholders' interests ahead of client interests. However, that doesn't mean they can deceive clients to profit at their expense. Milberg's attorneys handle hundreds of insurance-related disputes, including first party bad faith insurance cases, business interruption cases, and hurricane insurance cases. As one of the nation's top class action law firms, we are well positioned to pursue insurance bad faith cases on a statewide or nationwide basis.

Public Client Representation

The ability of governments to serve and protect their residents is often threatened by the combination of lower revenues and rising costs. Budget shortfalls are increasing in part because private companies externalize costs, but while corporate profits grow, public interest pays the price. Effectuating meaningful change through litigation, Milberg partners with state and local governments to address the harms facing its residents. Internationally, Milberg's Public Client Practice has achieved success against global powerhouse corporations, including drug, tobacco, mining, and oil and gas companies.

Securities Litigation

Over 50 years ago, Milberg pioneered litigation claims involving investment products, securities, and the banking industry by using class action lawsuits. Our litigation set the standard for case theories, organization, discovery, methods of settlement, and amounts recovered for clients. Milberg continues to aggressively pursue these cases on behalf of institutional and individual investors harmed by financial wrongdoing. Inventors of securities class actions, Milberg has decades of experience holding companies accountable both in the United States and globally.

Whistleblower Qui Tam

Blowing the whistle on illegal or unethical conducted is a form of legally protected speech. Milberg's whistleblower attorneys have led actions that returned hundreds of millions of dollars in ill gotten gains, resulting in significant awards of our clients. Our legacy of standing up to corporate power extends to advocating for greater transparency. In addition to representing whistleblowers, we fight back against corporate backed laws seeking to deter them from making disclosures.

“Scoring impressive victories against companies guilty of outrageous behavior.”

- Forbes

“A powerhouse that compelled miscreant and recalcitrant businesses to pay billions of dollars to aggrieved shareholders and customers”

- New York Times

Recent Leadership Roles

In re Google Play Consumer Antitrust Litigation, 20 CV 05761 N.D. Cal.

In re: Elmiron Pentosan Polysulfate Sodium Products Liability Litigation MDL No. 2973

In re: Johnson Johnson Talcum Powder Products Marketing, Sales Practices Products Liability Litigation

In re: Blackbaud Data Privacy MDL No. 2972

In re: Paragard IUD Products Liability Litigation MDL No. 2974

In re: Seresto Flea Tick Collar, Marketing Sales Practices Product Liability Litigation MDL No. 3009, Master Case No. 21 cv 04447

In re: All Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation, No. 2:21 mc 00491 NR W.D. Pa.

In re: Allergan Biocell Textured Breast Implant Product Liability Litigation, No. 2:19 md 02921 BRM ESK D.N.J.

In re: Zicam

In re: Ortho Evra

In re: Yaz

In re: Kugel Mesh

In re: Medtronic Sprint Fidelis Leads

In re: Depuy Pinnacle

In re: Stand N Seal

In re: Chantix

In re: Fosamax

In re: Mirena

In re: Incretin

In re: Depuy Pinnacle

In re: Fluoroquinolones

In re: Olmesartan

In re: Zimmer Nexgen Knee

In re: Fresenius Granuflo

In re: Propecia

In re: Transvaginal Mesh

In re: Guidant Corp. Implantable Defibrillators

In re: Onglyza Saxagliptin And Kombiglyze XR

State Court:

In Re Risperdal Invega Product Liability Cases, CA

In Re Chantix, NY

In Re Reglan, NJ

In Re Propecia, NJ

In Re Levaquin Litigation, NJ

Notable Recoveries

3.2 Billion Settlement In re Tyco International Ltd., Securities Litigation, MDL 1335 D.N.H.

4 Billion Settlement In re Prudential Insurance Co. Sales Practice Litigation, No. 95 4704 D.N.J.

1.14 Billion Settlement In re Nortel Networks Corp. Securities Litigation, No. 01 1855 S.D.N.Y.

1 Billion plus Trial Verdict Vivendi Universal, S.A. Securities Litigation

1 Billion Settlement NASDAQ Market Makers Antitrust Litigation

1 Billion Settlement W.R. Grace Co

1 Billion plus Settlement Merck Co., Inc. Securities Litigation

775 Million Settlement Washington Public Power Supply System Securities Litigation

Locations

CHICAGO

227 W. Monroe Street Suite, Suite 2100
Chicago, Illinois 60606

NEW JERSEY

1 Bridge Plaza North, Suite 275
Fort Lee, New Jersey 07024

NEW YORK

100 Garden City Plaza
Garden City, New York 11530

NORTH CAROLINA

900 W. Morgan Street
Raleigh, North Carolina 27603

PUERTO RICO

1311 Avenida Juan Ponce de Leon
San Juan, Puerto Rico 00907

SEATTLE

1420 Fifth Ave, Suite 2200
Seattle, Washington 98101

SOUTH CAROLINA

825 Lowcountry Blvd, Suite 101
Mount Pleasant, South Carolina 29464

TENNESSEE

800 S. Gay Street, Suite 1100
Knoxville, Tennessee 37929

518 Monroe Street

Nashville, Tennessee 37208

WASHINGTON D.C.

5335 Wisconsin Avenue NW , Suite 440
Washington, D.C., 20015





www.milberg.com

EXHIBIT

3

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE: ALL-CLAD METAL
CRAFTERS, LLC, COOKWARE
MARKETING AND SALES
PRACTICES LITIGATION

MDL No. 2988
Master Case No. 2:21-mc-491-NR

**DECLARATION OF STEVEN WEISBROT, ESQ. RE: ANGEION GROUP, LLC
QUALIFICATIONS AND IMPLEMENTATION OF THE NOTICE PLAN**

I, Steven Weisbrot, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). Angeion specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.
2. I have personal knowledge of the matters stated herein. In forming my opinions regarding notice in this action, I have drawn from my extensive class action experience, as described below.
3. I have been responsible in whole or in part for the design and implementation of hundreds of court-approved notice and administration programs, including some of the largest and most complex notice plans in recent history. I have taught numerous accredited Continuing Legal Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital Media in Due Process Notice Programs, as well as Claims Administration, generally. I am the author of multiple articles on Class Action Notice, Claims Administration, and Notice Design in publications such as Bloomberg, BNA Class Action Litigation Report, Law360, the ABA Class Action and Derivative Section Newsletter, and I am a frequent speaker on notice issues at conferences throughout the United States and internationally.
4. I was certified as a professional in digital media sales by the Interactive Advertising Bureau (“IAB”) and I am co-author of the Digital Media section of Duke Law’s *Guidelines and Best*

Practices—Implementing 2018 Amendments to Rule 23 and the soon to be published George Washington Law School Best Practices Guide to Class Action Litigation.

5. I have given public comment and written guidance to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media, and print publication, in effecting Due Process notice, and I have met with representatives of the Federal Judicial Center to discuss the 2018 amendments to Rule 23 and offered an educational curriculum for the judiciary concerning notice procedures.

6. Prior to joining Angeion's executive team, I was employed as Director of Class Action services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior to my notice and claims administration experience, I was employed in private law practice.

7. My notice work comprises a wide range of class actions that include data breach, mass disasters, product defect, false advertising, employment discrimination, antitrust, tobacco, banking, firearm, insurance, and bankruptcy cases.

8. I have been at the forefront of infusing digital media, as well as big data and advanced targeting, into class action notice programs. Courts have repeatedly recognized my work in the design of class action notice programs. A comprehensive summary of judicial recognition Angeion has received is attached hereto as **Exhibit A**.

9. By way of background, Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over \$15 billion to class members. The executive profiles as well as the company overview are available at https://www.angeiongroup.com/our_team.php.

10. As a class action administrator, Angeion has regularly been approved by both federal and state courts throughout the United States and abroad to provide notice of class actions and claims processing services.

11. This declaration will describe the Notice Plan for the Class that, if approved by the Court,

Angeion will implement in this matter, including the considerations that informed the development of the plan and why we believe it will provide due process to Class Members. In my professional opinion, the proposed Notice Plan described herein is the best practicable notice under the circumstances and fulfills all due process requirements, fully comporting with Fed. R. Civ. P. 23.

OVERVIEW OF THE NOTICE PLAN

12. The proposed Notice Plan provides for direct notice combined with a robust media campaign consisting of state-of-the-art targeted internet notice, social media notice, and search engine marketing. The Notice Plan further provides for the implementation of a dedicated settlement website and toll-free telephone line where Class Members can learn more about their rights and options pursuant to the terms of the Settlement.

13. As discussed in greater detail below, the media campaign component of the Notice Plan is designed to deliver an approximate 70.25% reach with an average frequency of 3.05 times. This number is calculated using objective syndicated advertising data relied upon by most advertising agencies and brand advertisers. It is further verified by sophisticated media software and calculation engines that cross reference which media is being purchased with the media habits of our specific Target Audience. What this means in practice is that 70.25% of our Target Audience will see a digital advertisement concerning the Settlement an average of 3.05 times each. The 70.25% reach is separate and apart from the dedicated website and toll-free telephone line, which are difficult to measure in terms of reach percentage but will nonetheless provide awareness and further diffuse news of the Settlement to Class Members.

14. The Federal Judicial Center states that a publication notice plan that reaches 70% of class members is one that reaches a “high percentage” and is within the “norm”. Barbara J. Rothstein & Thomas E. Willging, Federal Judicial Center, “Managing Class Action Litigation: A Pocket Guide or Judges”, at 27 (3d Ed. 2010).

DIRECT NOTICE

Email Notice

15. As part of the Notice Plan, Angeion will send direct email notice to Class Members who have valid email addresses included on the Class List.¹ Angeion designs the email notice to avoid many common “red flags” that might otherwise cause a Class Members’ spam filter to block or identify the email notice as spam. For example, Angeion does not include attachments like the Long Form Notice to the email notice, because attachments are often interpreted by various Internet Service Providers (“ISP”) as spam.

16. Angeion also accounts for the real-world reality that some emails will inevitably fail to be delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is complete, Angeion, after an approximate 24- to 72-hour rest period (which allows any temporary block at the ISP level to expire) causes a second round of email noticing to continue to any email addresses that were previously identified as soft bounces and not delivered. In our experience, this minimizes emails that may have erroneously failed to deliver due to sensitive servers and optimizes delivery.

17. At the completion of the email campaign, Angeion will report to the Court concerning the rate of delivered emails accounting for any emails that are blocked at the ISP level. In short, the Court will possess a detailed, verified account of the success rate of the entire direct email notice campaign.

Mailed Notice

18. As part of the Notice Plan, Angeion will send notice, via first class U.S. Mail, postage pre-paid, to Class Members whose email notice could not be delivered and have corresponding mailing address information provided on the Class List.

19. In administering the Notice Plan in this action, Angeion will employ the following best practices to increase the deliverability rate of the mailed Notices. Angeion will cause the mailing

¹ Angeion has been informed that the Class List is being generated from All-Clad’s records and the records of 5 of its 6 authorized retailers, including Amazon, Macy’s/Bloomingdale’s, Bed Bath & Beyond, Williams-Sonoma, and Crate & Barrel.

address information for members of the Class to be updated utilizing the National Change of Address (“NCOA”) database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the United States Postal Service (“USPS”).

20. Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS and the class member database will be updated accordingly.

21. Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as “skip tracing”) utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses.

22. For any Class Members where a new address is identified through the skip trace process, the class member database will be updated with the new address information and a Notice will be re-mailed to that address.

MEDIA NOTICE

Programmatic Display Advertising

23. Angeion will utilize a form of internet advertising known as Programmatic Display Advertising², which is the leading method of buying digital advertisements in the United States, to provide notice of the Settlement to Class Members. In laymen’s terms, programmatic advertising is a method of advertising where an algorithm identifies and examines demographic profiles and uses advanced technology to place advertisements on the websites where members of the audience are most likely to visit (these websites are accessible on computers, mobile phones and tablets). The media notice outlined below is strategically designed to provide notice of the

² Programmatic Display Advertising is a trusted method specifically utilized to reach defined target audiences. It has been reported that U.S. advertisers spent nearly \$105.99 billion on programmatic display advertising in 2021, and it is estimated that approximately \$123.22 billion will be spent on programmatic display advertising 2022. See <https://www.emarketer.com/content/us-programmatic-digital-display-ad-spending-2022>.

Settlement to these individuals by driving them to the dedicated website where they can learn more about the Settlement, including their rights and options.

24. To develop the media notice campaign and to verify its effectiveness, our media team analyzed data from 2021 comScore Multi-Platform//MRI Simmons USA Fusion³ to profile the class and arrive at an appropriate Target Audience based on criteria pertinent to this Settlement. Specifically, the following syndicated research definition was used to profile potential Class Members: **Kitchen Cooking and Serving Products: Household owns- Aluminum cookware or other metal cookware or Ceramic coated cookware or Glass range top cookware “and” Buying Styles Segments: Buyers of the Best.**

25. Based on the target definition used, the size of the Target Audience for the media notice campaign is approximately 27,096,000 individuals. It is important to note that the Target Audience is distinct from the class definition, as is commonplace in class action notice plans. Utilizing an overinclusive proxy audience maximizes the efficacy of the notice plan and is considered a best practice among media planners and class action notice experts alike. Using proxy audiences is also commonplace in both class action litigation and advertising generally⁴.

26. Additionally, the Target Audience is based on objective syndicated data, which is routinely used by advertising agencies and experts to understand the demographics, shopping habits and attitudes of the consumers that they are seeking to reach⁵. Using this form of objective data will

³ GfK MediaMark Research and Intelligence LLC (“GfK MRI”) provides demographic, brand preference and media-use habits, and captures in-depth information on consumer media choices, attitudes, and consumption of products and services in nearly 600 categories. comSCORE, Inc. (“comSCORE”) is a leading cross-platform measurement and analytics company that precisely measures audiences, brands, and consumer behavior, capturing 1.9 trillion global interactions monthly. comSCORE’s proprietary digital audience measurement methodology allows marketers to calculate audience reach in a manner not affected by variables such as cookie deletion and cookie blocking/rejection, allowing these audiences to be reach more effectively. comSCORE operates in more than 75 countries, including the United States, serving over 3,200 clients worldwide.

⁴ If the total population base (or number of class members) is unknown, it is accepted advertising and communication practice to use a proxy-media definition, which is based on accepted media research tools and methods that will allow the notice expert to establish that number. The percentage of the population reached by supporting media can then be established. Duke Law School, GUIDELINES AND BEST PRACTICES IMPLEMENTING 2018 AMENDMENTS TO RULE 23 CLASS ACTION SETTLEMENT PROVISIONS, at 56.

⁵ The notice plan should include an analysis of the makeup of the class. The target audience should be defined and quantified. This can be established through using a known group of customers, or it can be based on a proxy-media definition. Both methods have been accepted by the courts and, more generally, by the advertising industry, to determine a population base. Id at 56.

allow the parties to report the reach and frequency to the Court, with the confidence that the reach percentage and the number of exposure opportunities complies with due process and exceeds the Federal Judicial Center's threshold as to reasonableness in notification programs. Virtually all professional advertising agencies and commercial media departments use objective syndicated data tools, like the ones described above, to quantify net reach. Sources like these guarantee that advertising placements can be measured against an objective basis and confirm that reporting statistics are not overstated. They are ubiquitous tools in a media planner's arsenal and are regularly accepted by courts in evaluating the efficacy of a media plan, or its component parts. Understanding the socio-economic characteristics, interests and practices of a target group aids in the proper selection of media to reach that target. Here, the Target Audience has been reported to have the following characteristics:

- 59.72% are ages 25-64, with a median age of 58.2 years old
- 56.21% are male
- 61.49% are now married
- 24.28% have children
- 49.07% have received a bachelor's or post-graduate degree
- 53.16% are currently employed full time
- The average household income is \$114,830
- 84.25% have used social media in the last 30 days

27. To identify the best vehicles to deliver messaging to the Target Audience, the media quintiles, which measure the degree to which an audience uses media relative to the general population were reviewed. Here, the objective syndicated data shows that members of the Target Audience spend an average of approximately 26.4 hours per month on the internet.

28. Given the strength of digital advertising, as well as our Target Audience's consistent internet use, we recommend utilizing a robust internet advertising campaign to reach Class Members. This media schedule will allow us to deliver an effective reach level and a vigorous frequency, which will provide due and proper notice to the Class.

29. Multiple targeting layers will be implemented into the programmatic campaign to help ensure delivery to the most appropriate users, inclusive of the following tactics:

- Look-a-like Modeling: This technique utilizes data methods to build a look-a-like audience against known Class Members.
- Predictive Targeting: This technique allows technology to “predict” which users will be served the advertisement about the settlement.
- Audience Targeting: This technique utilizes technology and data to serve the impressions to the intended audience based on demographics, purchase behaviors, and interests.
- Site Retargeting: This technique is a targeting method used to reach potential Class Members who have already visited the dedicated case website while they browse other pages. This allows Angeion to provide a potential Class Member sufficient exposure to an advertisement about the Settlement.
- Geotargeting: The campaign will be targeted nationwide. If sufficient data is available, the campaign will leverage a weighted delivery based on the geographic spread of the Target Audience throughout the country.

30. To combat the possibility of non-human viewership of the digital advertisements and to verify effective unique placements, Angeion employs Oracle’s BlueKai, Adobe’s Audience Manger, and/or Lotame, which are demand management platforms (“DMP”). DMPs allow Angeion to learn more about the online audiences that are being reached. Further, online ad verification and security providers such as Comscore Content Activation, DoubleVerify, Grapeshot, Peer39, and Moat will be deployed to provide a higher quality of service to ad performance.

31. The social media campaign component of the proposed Notice Plan will utilize Facebook and Instagram, two of the leading social media platforms⁶ in the United States. The social media campaign uses an interest-based approach which focuses on the interests that users exhibit while on the social media platforms, capitalizing on the Target Audience's propensity to engage in social media (84.25% of the Target Audience have used social media in the last 30 days).

32. The social media campaign will utilize specific tactics to further qualify and deliver impressions to the Target Audience. We will use Facebook Marketing platform and its technology to serve ads on both Facebook and Instagram against the Target Audience. Look-a-like modeling allows the use of consumer characteristics to serve ads. Based on these characteristics, we can build different consumer profile segments to ensure the notice plan messaging is delivered to the proper audience. Conquesting allows ads to be served in relevant placements to further alert prospective Class Members. The social media ads will be targeted nationwide. If sufficient data is available, the campaign will leverage a weighted delivery based on the geographic spread of the Target Audience throughout the country.

33. The social media campaign will engage with the Target Audience via a mix of news feed and story units to optimize performance via the Facebook and Instagram desktop sites, mobile sites, and mobile apps. Facebook image ads will appear natively in desktop newsfeeds (on Facebook.com) and mobile app newsfeeds (via the Facebook app or Facebook.com mobile site), and on desktops via right-column ads. Instagram Photo and Stories ads will appear on the desktop site (on Instagram.com) and mobile app feed (via the Instagram app or Instagram.com mobile site), and in users' story feeds.

Search Engine Marketing

34. The Notice Plan also includes a paid search campaign on Google to help drive Class Members who are actively searching for information about the Settlement to the dedicated

⁶ In the United States in 2021, Facebook had approximately 302.28 million users; Instagram had approximately 118.9 million users; See:

<https://www.statista.com/statistics/408971/number-of-us-facebook-users/>
<https://www.statista.com/statistics/293771/number-of-us-instagram-users/>

Settlement Website. Paid search ads will complement the programmatic and social media campaigns, as search engines are frequently used to locate a specific website, rather than a person typing in the URL. Search terms would relate to not only the Settlement itself but also the subject-matter of the litigation. In other words, the paid search ads are driven by the individual user's search activity, such that if that individual searches for (or has recently searched for) the Settlement, litigation, or other terms related to the Settlement, that individual could be served with an advertisement directing them to the Settlement Website.

SETTLEMENT WEBSITE & TOLL-FREE TELEPHONE SUPPORT

35. The Notice Plan will also implement the creation of a case-specific website, where Class Members can easily view general information about this class action Settlement, review relevant Court documents, and view important dates and deadlines pertinent to the Settlement. The Settlement Website will be designed to be user-friendly and make it easy for Class Members to find information about the case. The Settlement Website will also have a "Contact Us" page whereby Class Members can send an email with any additional questions to a dedicated email address. Likewise, Class Members will also be able to submit a claim form online via the Settlement Website.

36. A toll-free hotline devoted to this case will be implemented to further apprise Class Members of their rights and options pursuant to the terms of the Settlement. The toll-free hotline will utilize an interactive voice response ("IVR") system to provide Class Members with responses to frequently asked questions and provide essential information regarding the Settlement. This hotline will be accessible 24 hours a day, 7 days a week. Additionally, Class Members will be able to request a copy of the Notice or Claim Form via the toll-free hotline.

REACH AND FREQUENCY

37. This declaration describes the reach and frequency evidence which courts systemically rely upon in reviewing class action publication notice programs for adequacy. The reach percentage exceeds the guidelines as set forth in the Federal Judicial Center's Judges' Class Action Notice

and Claims Process Checklist and Plain Language Guide to effectuate a notice program which reaches a high degree of class members.

38. Specifically, the media portions of the Notice Plan are designed to deliver an approximate 70.25% reach with an average frequency of 3.05 times each. The 70.25% reach does not include the dedicated settlement website or toll-free hotline, which are not calculable in reach percentage but will nonetheless aid in informing Class Members of their rights and options under the Settlement.

CONCLUSION

39. The Notice Plan outlined above includes robust media campaign consisting of direct notice, state-of-the-art internet advertising, a comprehensive social media campaign and a search engine marketing campaign. Further, the Notice Plan provides for the implementation of a dedicated settlement website and toll-free hotline to further inform Class Members of their rights and options in the Settlement.

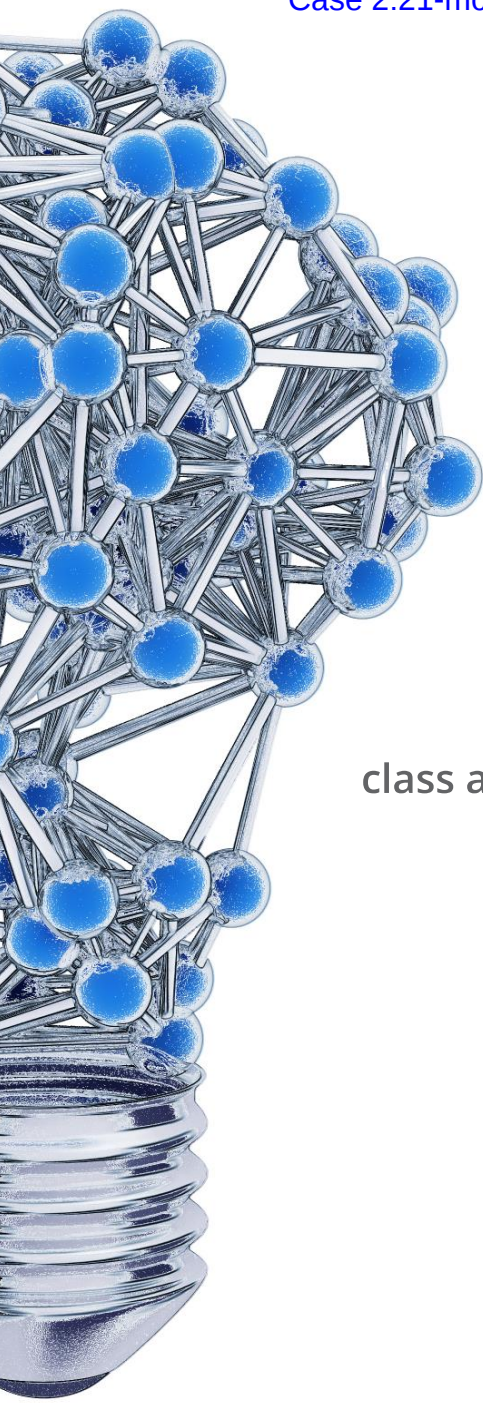
40. In my professional opinion, the Notice Plan described herein will provide full and proper notice to Class Members before the claims, opt-out, and objection deadlines. Moreover, it is my opinion that Notice Plan is the best notice that is practicable under the circumstances, fully comports with due process and Fed. R. Civ. P. 23. After the Notice Plan has concluded, Angeion will provide a final report verifying its effective implementation to this Court.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: July 26, 2022


STEVEN WEISBROT

Exhibit A



INNOVATION

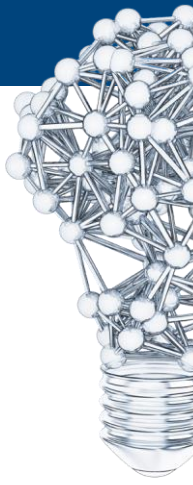
IT'S PART OF OUR DNA

class action | mass tort | legal noticing | litigation support



Judicial Recognition

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IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION

Case No. 5:18-md-02827

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 17, 2021): Angeion undertook a comprehensive notice campaign...The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

IN RE: TIKTOK, INC., CONSUMER PRIVACY LITIGATION

Case No. 1:20-cv-04699

The Honorable John Z. Lee, United States District Court, Northern District of Illinois (October 1, 2021): The Court approves, as to form and content, the proposed Class Notices submitted to the Court. The Court finds that the Settlement Class Notice Program outlined in the Declaration of Steven Weisbrot on Settlement Notices and Notice Plan (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement; (iii) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meets all requirements of applicable law, Federal Rule of Civil Procedure 23, and due process.

IN RE: GOOGLE PLUS PROFILE LITIGATION

Case No. 5:18-cv-06164

The Honorable Edward J. Davila, United States District Court, Northern District of California (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members...

IN RE: FACEBOOK INTERNET TRACKING LITIGATION

Case No. 5:12-md-02314

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 31, 2022): The Court approves the Notice Plan, Notice of Proposed Class Action Settlement, Claim Form, and Opt-Out Form, which are attached to the Settlement Agreement as Exhibits B-E, and finds that their dissemination substantially in the manner and form set forth in the Settlement Agreement meets the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Actions, the effect of the proposed Settlement (including the releases contained therein), the anticipated Motion for a Fee and Expense Award and for Service Awards, and their rights to participate in, opt out of, or object to any aspect of the proposed Settlement.

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CITY OF LONG BEACH v. MONSANTO COMPANY

Case No. 2:16-cv-03493

The Honorable Fernando M. Olguin, United States District Court, Central District of California (March 14, 2022): The court approves the form, substance, and requirements of the class Notice, (Dkt.278-2, Settlement Agreement, Exh. I). The proposed manner of notice of the settlement set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and complies with the requirements of due process.

STEWART v. LEXISNEXIS RISK DATA RETRIEVAL SERVICES, LLC

Case No. 3:20-cv-00903

The Honorable John A. Gibney Jr., United States District Court, Eastern District of Virginia (February 25, 2022): The proposed forms and methods for notifying the proposed Settlement Class Members of the Settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to notice...Based on the foregoing, the Court hereby approves the notice plans developed by the Parties and the Settlement Administrator and directs that they be implemented according to the Agreement and the notice plans attached as exhibits.

WILLIAMS v. APPLE INC.

Case No. 3:19-cv-0400

The Honorable Laurel Beeler, United States District Court, Northern District of California (February 24, 2022): The Court finds the Email Notice and Website Notice (attached to the Agreement as Exhibits 1 and 4, respectively), and their manner of transmission, implemented pursuant to the Agreement (a) are the best practicable notice, (b) are reasonably calculated, under the circumstances, to apprise the Subscriber Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement, (c) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice, and (d) meet all requirements of applicable law.

CLEVELAND v. WHIRLPOOL CORPORATION

Case No. 0:20-cv-01906

The Honorable Wilhelmina M. Wright, United States District Court, District of Minnesota (December 16, 2021): It appears to the Court that the proposed Notice Plan described herein, and detailed in the Settlement Agreement, comports with due process, Rule 23, and all other applicable law. Class Notice consists of email notice and postcard notice when email addresses are unavailable, which is the best practicable notice under the circumstances...The proposed Notice Plan complies with the requirements of Rule 23, Fed. R. Civ. P., and due process, and Class Notice is to be sent to the Settlement Class Members as set forth in the Settlement Agreement and pursuant to the deadlines above.

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RASMUSSEN v. TESLA, INC. d/b/a TESLA MOTORS, INC.

Case No. 5:19-cv-04596

The Honorable Beth Labson Freeman, United States District Court, Northern District of California (December 10, 2021): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement Agreement (“Notice Plan”). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law, such that the terms of the Settlement Agreement, the releases provided for therein, and this Court’s final judgment will be binding on all Settlement Class Members.

CAMERON v. APPLE INC.

Case No. 4:19-cv-03074

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 16, 2021): The parties’ proposed notice plan appears to be constitutionally sound in that plaintiffs have made a sufficient showing that it is: (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to apprise the Class members of the proposed settlement and of their right to object or to exclude themselves as provided in the settlement agreement; (iii) reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due process and any other applicable requirements under federal law.

RISTO v. SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS

Case No. 2:18-cv-07241

The Honorable Christina A. Snyder, United States District Court, Central District of California (November 12, 2021): The Court approves the publication notice plan presented to this Court as it will provide notice to potential class members through a combination of traditional and digital media that will consist of publication of notice via press release, programmatic display digital advertising, and targeted social media, all of which will direct Class Members to the Settlement website...The notice plan satisfies any due process concerns as this Court certified the class under Federal Rule of Civil Procedure 23(b)(1)...

JENKINS v. NATIONAL GRID USA SERVICE COMPANY, INC.

Case No. 2:15-cv-01219

The Honorable Joanna Seybert, United States District Court, Eastern District of New York (November 8, 2021): Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed Notice Plan and procedures set forth at Section 8 of the Settlement, including the form and content of the proposed forms of notice to the Settlement Class attached as Exhibits C-G to the Settlement and the proposed procedures for Settlement Class Members to exclude themselves from the Settlement Class or object. The Court finds that the proposed Notice Plan meets the requirements of due process under the United States Constitution and Rule 23, and that such Notice Plan—which includes direct notice to Settlement Class Members sent via first class U.S. Mail and email; the establishment of a Settlement Website (at the URL, www.nationalgridtcpsettlement.com) where Settlement Class Members can view the full settlement agreement, the detailed long-form notice (in English and Spanish),

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and other key case documents; publication notice in forms attached as Exhibits E and F to the Settlement sent via social media (Facebook and Instagram) and streaming radio (e.g., Pandora and iHeart Radio). The Notice Plan shall also include a paid search campaign on search engine(s) chosen by Angeion (e.g., Google) in the form attached as Exhibits G and the establishment of a toll-free telephone number where Settlement Class Members can get additional information—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

NELLIS v. VIVID SEATS, LLC

Case No. 1:20-cv-02486

The Honorable Robert M. Dow, Jr., United States District Court, Northern District of Illinois (November 1, 2021): The Notice Program, together with all included and ancillary documents thereto, (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Litigation...(c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable requirements of due process and any other applicable law. The Court finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

PELLETIER v. ENDO INTERNATIONAL PLC

Case No. 2:17-cv-05114

The Honorable Michael M. Baylson, United States District Court, Eastern District of Pennsylvania (October 25, 2021): The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”), the Proof of Claim and Release form (the “Proof of Claim”), and the Summary Notice, annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the manner and form set forth in ¶¶7-10 of this Order, meet the requirements of Rule 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

BIEGEL v. BLUE DIAMOND GROWERS

Case No. 7:20-cv-03032

The Honorable Cathy Seibel, United States District Court, Southern District of New York (October 25, 2021): The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action...and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

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QUINTERO v. SAN DIEGO ASSOCIATION OF GOVERNMENTS

Case No. 37-2019-00017834-CU-NP-CTL

The Honorable Eddie C. Sturgeon, Superior Court of the State of California, County of San Diego (September 27, 2021): The Court has reviewed the class notices for the Settlement Class and the methods for providing notice and has determined that the parties will employ forms and methods of notice that constitute the best notice practicable under the circumstances; are reasonably calculated to apprise class members of the terms of the Settlement and of their right to participate in it, object, or opt-out; are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet all constitutional and statutory requirements, including all due process requirements and the California Rules of Court.

HOLVE v. MCCORMICK & COMPANY, INC.

Case No. 6:16-cv-06702

The Honorable Mark W. Pedersen, United States District Court for the Western District of New York (September 23, 2021): The Court finds that the form, content and method of giving notice to the Class as described in the Settlement Agreement and the Declaration of the Settlement Administrator: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution.

CULBERTSON T AL. v. DELOITTE CONSULTING LLP

Case No. 1:20-cv-03962

The Honorable Lewis J. Liman, United States District Court, Southern District of New York (August 27, 2021): The notice procedures described in the Notice Plan are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

PULMONARY ASSOCIATES OF CHARLESTON PLLC v. GREENWAY HEALTH, LLC

Case No. 3:19-cv-00167

The Honorable Timothy C. Batten, Sr., United States District Court, Northern District of Georgia (August 24, 2021): Under Rule 23(c)(2), the Court finds that the content, format, and method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot filed on July 2, 2021, and the Settlement Agreement and Release, including notice by First Class U.S. Mail and email to all known Class Members, is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and due process.

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IN RE: BROILER CHICKEN GROWER ANTITRUST LITIGATION (NO II)

Case No. 6:20-md-02977

The Honorable Robert J. Shelby, United States District Court, Eastern District of Oklahoma (August 23, 2021): The Court approves the method of notice to be provided to the Settlement Class as set forth in Plaintiffs' Motion and Memorandum of Law in Support of Motion for Approval of the Form and Manner of Class Notice and Appointment of Settlement Administrator and Request for Expedited Treatment and the Declaration of Steven Weisbrot on Angeion Group Qualifications and Proposed Notice Plan...The Court finds and concludes that such notice: (a) is the best notice that is practicable under the circumstances, and is reasonably calculated to reach the members of the Settlement Class and to apprise them of the Action, the terms and conditions of the Settlement, their right to opt out and be excluded from the Settlement Class, and to object to the Settlement; and (b) meets the requirements of Federal Rule of Civil Procedure 23 and due process.

ROBERT ET AL. v. AT&T MOBILITY, LLC

Case No. 3:15-cv-03418

The Honorable Edward M. Chen, United States District Court, Northern District of California (August 20, 2021): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as supplemental notice via a social media notice campaign and reminder email and SMS notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of this Action ... (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process under the U.S. Constitution, and any other applicable law.

PYGIN v. BOMBAS, LLC

Case No. 4:20-cv-04412

The Honorable Jeffrey S. White, United States District Court, Northern District of California (July 12, 2021): The Court also concludes that the Class Notice and Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 and provide the best notice practicable under the circumstances. The Class Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the Scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court approves the Class Notice and Notice Program and the Claim Form.

WILLIAMS ET AL. v. RECKITT BENCKISER LLC ET AL.

Case No. 1:20-cv-23564

The Honorable Jonathan Goodman, United States District Court, Southern District of Florida (April 23, 2021): The Court approves, as to form and content, the Class Notice and Internet Notice submitted by the parties (Exhibits B and D to the Settlement Agreement or Notices

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substantially similar thereto) and finds that the procedures described therein meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and provide the best notice practicable under the circumstances. The proposed Class Notice Plan -- consisting of (i) internet and social media notice; and (ii) notice via an established a Settlement Website -- is reasonably calculated to reach no less than 80% of the Settlement Class Members.

NELSON ET AL. v. IDAHO CENTRAL CREDIT UNION

Case No. CV03-20-00831, CV03-20-03221

The Honorable Robert C. Naftz, Sixth Judicial District, State of Idaho, Bannock County (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it...The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION

Case No. 3:20-cv-00812

The Honorable Edward M. Chen, United States District Court, Northern District of California (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

IN RE: PEANUT FARMERS ANTITRUST LITIGATION

Case No. 2:19-cv-00463

The Honorable Raymond A. Jackson, United States District Court, Eastern District of Virginia (December 23, 2020): The Court finds that the Notice Program...constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

BENTLEY ET AL. v. LG ELECTRONICS U.S.A., INC.

Case No. 2:19-cv-13554

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION

Case No. 2:19-mn-02886

The Honorable David C. Norton, United States District Court, District of South Carolina (December 18, 2020): The proposed Notice provides the best notice practicable under the

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circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

ADKINS ET AL. v. FACEBOOK, INC.

Case No. 3:18-cv-05982

The Honorable William Alsup, United States District Court, Northern District of California (November 15, 2020): Notice to the class is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Central Hanover Bank & Tr. Co.*, 399 U.S. 306, 314 (1965).

IN RE: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 8:16-md-02737

The Honorable Mary S. Scriven, United States District Court, Middle District of Florida (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

MARINO ET AL. v. COACH INC.

Case No. 1:16-cv-01122

The Honorable Valerie Caproni, United States District Court, Southern District of New York (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center’s illustrative class action notices.

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***BROWN v. DIRECTV, LLC*****Case No. 2:13-cv-01170**

The Honorable Dolly M. Gee, United States District Court, Central District of California (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

IN RE: SSA BONDS ANTITRUST LITIGATION**Case No. 1:16-cv-03711**

The Honorable Edgardo Ramos, United States District Court, Southern District of New York (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

KJESSLER ET AL. v. ZAAPPAZ, INC. ET AL.**Case No. 4:18-cv-00430**

The Honorable Nancy F. Atlas, United States District Court, Southern District of Texas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

HESTER ET AL. v. WALMART, INC.**Case No. 5:18-cv-05225**

The Honorable Timothy L. Brooks, United States District Court, Western District of Arkansas (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

CLAY ET AL. v. CYTOSPORT INC.**Case No. 3:15-cv-00165**

The Honorable M. James Lorenz, United States District Court, Southern District of California (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

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GROGAN v. AARON'S INC.

Case No. 1:18-cv-02821

The Honorable J.P. Boulee, United States District Court, Northern District of Georgia (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of www.AaronsTCPASettlement.com, and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO, ET AL.

Case No. D-202-CV-2001-00579

The Honorable Carl Butkus, Second Judicial District Court, County of Bernalillo, State of New Mexico (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

SCHNEIDER, ET AL. v. CHIPOTLE MEXICAN GRILL, INC.

Case No. 4:16-cv-02200

The Honorable Haywood S. Gilliam, Jr., United States District Court, Northern District of California (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23. The publication notices will run for four consecutive weeks. Dkt. No. 205 at ¶ 23. The digital media campaign includes an internet banner notice implemented using a 60-day desktop and mobile campaign. Dkt. No. 205-12 at ¶ 18. It will rely on “Programmatic Display Advertising” to reach the “Target Audience,” Dkt. No. 216-1 at ¶ 6, which is estimated to include 30,100,000 people and identified using the target definition of “Fast Food & Drive-In Restaurants Total Restaurants Last 6 Months [Chipotle Mexican Grill],” Dkt. No. 205-12 at ¶ 13. Programmatic display advertising utilizes “search targeting,” “category contextual targeting,” “keyword contextual targeting,” and “site targeting,” to place ads. Dkt. No. 216-1 at ¶¶ 9–12. And through “learning” technology, it continues placing ads on websites where the ad is performing well. Id. ¶ 7. Put simply, prospective Class Members will see a banner ad notifying them of the settlement when they search for terms or websites that are similar to or related to Chipotle, when they browse websites that are categorically relevant to Chipotle (for example, a website related to fast casual dining or Mexican food), and when they browse websites that include a relevant keyword (for example, a fitness

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website with ads comparing fast casual choices). Id. ¶¶ 9–12. By using this technology, the banner notice is “designed to result in serving approximately 59,598,000 impressions.” Dkt. No. 205-12 at ¶ 18.

The Court finds that the proposed notice process is “‘reasonably calculated, under all the circumstances,’ to apprise all class members of the proposed settlement.” Roes, 944 F.3d at 1045 (citation omitted).

HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC

Case No. 8:19-cv-00550

The Honorable Charlene Edwards Honeywell, United States District Court, Middle District of Florida (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

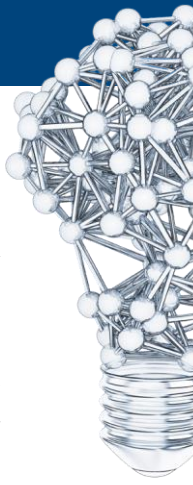
CORCORAN, ET AL. v. CVS HEALTH, ET AL.

Case No. 4:15-cv-03504

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 22, 2019): Having reviewed the parties’ briefings, plaintiffs’ declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC’s experience and qualifications, and in light of defendants’ non-opposition, the Court APPROVES Angeion Group LLC as the notice provider. Thus, the Court GRANTS the motion for approval of class notice provider and class notice program on this basis.

Having considered the parties’ revised proposed notice program, the Court agrees that the parties’ proposed notice program is the “best notice that is practicable under the circumstances.” The Court is satisfied with the representations made regarding Angeion Group LLC’s methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B). The Court finds, in light of the representations made by the parties, that this is a situation that permits electronic notification via email, in addition to notice via United States Postal Service. Thus, the Court APPROVES the parties’ revised proposed class notice program, and GRANTS the motion for approval of class notice provider and class notice program as to notification via email and United States Postal Service mail.

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***PATORA v. TARTE, INC.*****Case No. 7:18-cv-11760**

The Honorable Kenneth M. Karas, United States District Court, Southern District of New York (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

CARTER, ET AL. v. GENERAL NUTRITION CENTERS, INC., and GNC HOLDINGS, INC.**Case No. 2:16-cv-00633**

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

CORZINE v. MAYTAG CORPORATION, ET AL.**Case No. 5:15-cv-05764**

The Honorable Beth L. Freeman, United States District Court, Northern District of California (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

MEDNICK v. PRECOR, INC.**Case No. 1:14-cv-03624**

The Honorable Harry D. Leinenweber, United States District Court, Northern District of Illinois (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified

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through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP, ET AL.

Case No. 1:18-cv-20048

The Honorable Darrin P. Gayles, United States District Court, Southern District of Florida (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

ANDREWS ET AL. v. THE GAP, INC., ET AL.

Case No. CGC-18-567237

The Honorable Richard B. Ulmer Jr., Superior Court of the State of California, County of San Francisco (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

COLE, ET AL. v. NIBCO, INC.

Case No. 3:13-cv-07871

The Honorable Freda L. Wolfson, United States District Court, District of New Jersey (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

DIFRANCESCO, ET AL. v. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744

The Honorable Douglas P. Woodlock, United States District Court, District of Massachusetts (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the

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requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 3:17-md-02777

The Honorable Edward M. Chen, United States District Court, Northern District of California (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media “marketing” – is the “best notice...practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and “reminder” first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

RYSEWYK, ET AL. v. SEARS HOLDINGS CORPORATION and SEARS, ROEBUCK AND COMPANY

Case No. 1:15-cv-04519

The Honorable Manish S. Shah, United States District Court, Northern District of Illinois (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

MAYHEW, ET AL. v. KAS DIRECT, LLC, and S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981

The Honorable Vincent J. Briccetti, United States District Court, Southern District of New York (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr.

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Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

IN RE: OUTER BANKS POWER OUTAGE LITIGATION

Case No. 4:17-cv-00141

The Honorable James C. Dever III, United States District Court, Eastern District of North Carolina (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

GOLDEMBERG, ET AL. v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

Case No. 7:13-cv-03073

The Honorable Nelson S. Roman, United States District Court, Southern District of New York (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

HALVORSON v. TALENTBIN, INC.

Case No. 3:15-cv-05166

The Honorable Joseph C. Spero, United States District Court, Northern District of California (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation;

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of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.

IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION

MDL No. 2669/Case No. 4:15-md-02669

The Honorable John A. Ross, United States District Court, Eastern District of Missouri (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in *People* and *Sports Illustrated*, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04—is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

TRAXLER, ET AL. v. PPG INDUSTRIES INC., ET AL.

Case No. 1:15-cv-00912

The Honorable Dan Aaron Polster, United States District Court, Northern District of Ohio (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

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IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 1:14-md-02583

The Honorable Thomas W. Thrash Jr., United States District Court, Northern District of Georgia (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

ROY v. TITFLEX CORPORATION t/a GASTITE and WARD MANUFACTURING, LLC

Case No. 384003V

The Honorable Ronald B. Rubin, Circuit Court for Montgomery County, Maryland (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. *I think the notice provisions are exquisite* [emphasis added].

IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION

Case No. 2:08-cv-00051

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

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FENLEY v. APPLIED CONSULTANTS, INC.

Case No. 2:15-cv-00259

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (I), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of ***the efforts of Angeion were highly successful and fulfilled all of those requirements*** [emphasis added].

FUENTES, ET AL. v. UNIRUSH, LLC d/b/a UNIRUSH FINANCIAL SERVICES, ET AL.

Case No. 1:15-cv-08372

The Honorable J. Paul Oetken, United States District Court, Southern District of New York (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION

MDL No. 2001/Case No. 1:08-wp-65000

The Honorable Christopher A. Boyko, United States District Court, Northern District of Ohio (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

SATERIALE, ET AL. v. R.J. REYNOLDS TOBACCO CO.

Case No. 2:09-cv-08394

The Honorable Christina A. Snyder, United States District Court, Central District of California (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to

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the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

FERRERA, ET AL. v. SNYDER'S-LANCE, INC.

Case No. 0:13-cv-62496

The Honorable Joan A. Lenard, United States District Court, Southern District of Florida (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short-Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION

MDL No. 2328/Case No. 2:12-md-02328

The Honorable Sarah S. Vance, United States District Court, Eastern District of Louisiana (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

SOTO, ET AL. v. THE GALLUP ORGANIZATION, INC.

Case No. 0:13-cv-61747

The Honorable Marcia G. Cooke, United States District Court, Southern District of Florida (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall

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constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.

Case No. 3:14-cv-00645

The Honorable Janice M. Stewart, United States District Court, District of Oregon (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.



**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA**

IN RE: ALL-CLAD METALCRAFTERS,
LLC, COOKWARE MARKETING AND
SALES PRACTICES LITIGATION

MDL No. 2988
Master Case No. 2:21-mc-491-NR

This Document Relates to All Actions

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

THIS MATTER comes before the Court on the Parties' application, pursuant to Rules 23(a), 23(b)(3), and 23(e) of the Federal Rules of Civil Procedure, for entry of an order preliminarily approving the settlement of this action pursuant to the settlement agreement fully executed on _____, 2022 (the "Settlement Agreement"), which, together with its attached exhibits, sets forth the terms and conditions for a proposed settlement of the Action and dismissal of the Action with prejudice. The Court has read and considered the Settlement Agreement and its exhibits, and Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, and the argument of counsel as the record may reflect.

**NOW, THEREFORE, IT IS ON THIS ____ DAY OF _____, 2022, ORDERED
THAT:**

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth in the Settlement.
2. The Court preliminarily approves the Settlement as being within the realm of reasonableness to the Settlement Class, subject to further consideration at the Final Approval Hearing described below.
3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court certifies, solely for purposes of effectuating the Settlement, the Settlement Class as follows:

All persons in the United States, including Puerto Rico and the District of Columbia, who, since January 1, 2015, have purchased All-Clad D3, D5, or LTD Cookware.

4. Excluded from the Settlement Class are Defendants, as well as Defendants' affiliates, employees, officers, and directors, attorneys, agents, insurers, and the attorneys representing Defendants in this case; the judges and mediators to whom this case is assigned and their immediate family members; all persons who request exclusion from (opt-out of) the Settlement; anyone claiming personal injury, property damage (other than to their Cookware), or subrogation; and all persons who previously released any claims encompassed in this Settlement.

5. The Court appoints Harper Segui, Martha Geer, and Rachel Soffin of Milberg Coleman Bryson Phillips Grossman, PLLC as Settlement Class Counsel for the Settlement Class. Any Settlement Class Member may enter an appearance in the action, at his, her, or its own expense, either individually or through counsel. However, if they do not enter an appearance, they will be represented by Settlement Class Counsel.

6. The Court appoints Plaintiffs Jean Greeff, Carol Egidio, Beira Montalvo, Miranda Murray, and Brandi Milford as Settlement Class Representatives.

7. The Court preliminarily finds, solely for purposes of the Settlement, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) the claims of the Settlement Class Representatives are typical of the claims of the Settlement Class; (d) the Settlement Class Representatives and Settlement Class Counsel have fairly and adequately represented and protected the interests of the Settlement Class and will continue to do so; and (e) a class action is superior to all other available methods for the fair and efficient adjudication of the controversy. The Court preliminarily finds that certification of the Settlement Class is appropriate when balanced against the risks relating to

further litigation. It further appears that extensive and costly investigation, research, and discovery have been conducted such that the attorneys for the parties are reasonably able to evaluate the benefits of settlement, which will avoid substantial additional costs to the parties and reduce delay and risks associated with this action. It further appears that the Settlement has been reached as a result of intensive, arm's-length negotiations using experienced third-party neutrals.

8. The Court approves the form and content of the Settlement Class Notice (Exhibit A to the Settlement Agreement) and Claim Form (Exhibit B to the Settlement Agreement). The Court finds that the emailing of the Settlement Class Notice in the manner set forth in the Settlement Agreement, as well as the establishment of a settlement website, toll-free number, and digital notice campaign satisfies due process. The foregoing is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Settlement Class Members entitled to Settlement Class Notice. The Court authorizes the Parties to make non-material modifications to the Settlement Class Notice and Claim Form prior to publication if they jointly agree that any such changes are appropriate.

9. The Court directs that, if they have not already done so, Defendants' Counsel shall provide notice under the Class Action Fairness Act, 28 U.S.C. § 1715 to the States' Attorneys General within ten (10) days from the date of this Order.

10. The Court appoints Angeion Group, LLC as the Claims Administrator. The Claims Administrator is directed to perform all settlement administration duties set out in the Settlement Agreement, including:

- a. Establishing, maintaining, and administering a website, on or before _____, 2022 (sixty (60) days after this Order), dedicated to the Settlement which (i) will provide information about the Settlement, including all relevant documents and (ii)

will provide a means by which Settlement Class Members may submit their claims by U.S. Mail or through an online portal on the website;

b. Establishing, on or before _____, 2022 (sixty (60) days after this Order), a toll-free number that Class Members can call to request hard copies of the Claim Form and FAQ be sent to them by mail and obtain additional information regarding the Settlement;

c. Disseminating Settlement Class Notice on or before _____, 2022 (sixty (60) days after the date of this Order) by:

i. Individual direct email notice using Defendants' customer database and information from All-Clad's authorized retailers, as well as coordinating individual direct email notice directly from those authorized retailers themselves;

ii. Implementation of a digital notice program; and

iii. Publication on a website to be established and maintained by the Claims Administrator.

11. Any Settlement Class Members who do not wish to participate in the Settlement Class may ask to be excluded. All requests to be excluded from the Settlement Class must be in writing, sent to the Claims Administrator at the addresses set forth in the Settlement Class Notice, and postmarked on or before the Opt-Out Deadline, which is _____, 2022 (one hundred and five (105) days after the date of this Order).

a. Any request for exclusion must (i) state the Class Member's full name, and current address, telephone number, and email address (if any); (ii) identify the Class Member's Cookware and the date(s) of purchase; (iii) specifically and clearly state his/her

desire to be excluded from the Settlement and from the Settlement Class; and (iv) include the Class Member's signature.

12. Any Settlement Class Member who has not previously submitted a Request for Exclusion may object to the Settlement and appear at the Final Approval Hearing to support or oppose the approval of the Settlement Agreement.

a. The following information must be provided in the Settlement Class Member's written objection:

i. (A) his or her full name, current address, current telephone number, and email address (if any); (B) identify the Settlement Class Member's Cookware and the date(s) of purchase, with proof of purchase; (C) whether the objection applies only to the objecting Settlement Class Member, to a specific subset of the Class, or to the entire Class; (D) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; and (E) any other documents that the objector wishes to submit in support of his/her position.

ii. To be valid, an objection also must include a detailed statement of each objection asserted, including the grounds for objection. In addition, any Settlement Class Member objecting to the Settlement must provide a detailed statement of any objections to any other class action settlements submitted in any court, whether state, federal, or otherwise, in the United States in the previous five (5) years. If the Settlement Class Member has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he or she must affirmatively so state in the written materials provided in connection with the objection to this Settlement.

b. All objections and requests to appear at the Final Approval Hearing must be in writing, sent to the Clerk of this Court, the Claims Administrator, Settlement Class Counsel, and Defendant's Counsel at the addresses set forth in the Settlement Class Notice. All objections and requests to appear must be received or postmarked on or before _____, 2022 (one hundred and five (105) days after the date of this Order).

13. Any Settlement Class Member who does not object in the manner provided in this Order shall be deemed to have waived such objections and shall forever be foreclosed from objecting to the fairness, reasonableness, or adequacy of the proposed settlement and any judgment approving the settlement.

14. Settlement Class Counsel shall file their motion for an award of attorneys' fees, inclusive of costs, expenses, and Settlement Class Representative Service Payments, by _____, 2022 (sixty (60) days after the date of this Order)

15. Settlement Class Counsel shall file their Final Approval Motion by _____, 2022 (one-hundred and thirty (130) days after the date of this Order).

16. Defendants shall, on _____, 2022 (one-hundred and thirty (130) days after the date of this Order), file with the Court a declaration from the Claims Administrator: (a) indicating the number of requests for exclusion and objections submitted by Class Members to date; and (b) attesting that Settlement Class Notice was disseminated in a manner consistent with the terms of this Settlement Agreement and the Class Action Fairness Act, 28 U.S.C. §1711 *et seq.*, or those otherwise required by the Court.

17. The Court hereby schedules the Final Approval Hearing for _____, 2022 at _____ a.m./p.m. (not less than one hundred and forty-five (145) days after the date of this Order). The Final Approval Hearing will take place in the United States District

Court for the Western District of Pennsylvania, Joseph F. Weis, Jr. U.S. Courthouse, 700 Grant Street, Pittsburgh, PA 15219, to determine whether the proposed Settlement should be approved as fair, adequate, and reasonable, and whether a judgment should be entered approving the Settlement, and whether Settlement Class Counsel's application for attorneys' fees, expenses and Settlement Class Representative Service Payments should be approved. The Court may adjourn the Final Approval Hearing without further notice to Settlement Class Members.

18. Settlement Class Members shall have sixty (60) days after entry of the Final Approval Order to submit Claim Forms. Claim Forms must be postmarked or submitted by that date to be considered timely.

Honorable J. Nicholas Ranjan
United States District Judge