

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>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> <small>Brandi Milford (07/29/22 0645 EDT)</small></p> <p>Brandi Milford</p> <p>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>_____ 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 <i>Counsel for Plaintiffs and the Proposed Class</i> 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 Pamela M. Ferguson LEWIS BRISBOIS BISGAARD & SMITH LLP 333 Bush Street, Suite 1100 San Francisco, California 94104-2872 Pamela.Ferguson@lewisbrisbois.com <i>Counsel for All-Clad Metalcrafters, LLC and Groupe SEB USA, Inc.</i> July 29, 2022 </p>
<p> Class Representatives <hr/> Carol Egidio <hr/> Brandi Milford <hr/> Miranda Murray <hr/> Jean Greeff <i>Beira Montalvo</i> <small>Beira Montalvo, a.k.a., 10/27/09-10/1/21</small> <hr/> Beira Montalvo </p>	<p> For All-Clad Metalcrafters, LLC <hr/> Name: _____ Title: _____ Date: _____ For Groupe SEB USA, Inc. <hr/> Name: _____ Title: _____ 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

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3. Why is this a class action?
4. Why is there a Settlement?

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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?
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10. When will I get the benefits?

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12. If I exclude myself, can I get anything from this Settlement?
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15. Do I have a lawyer in the case?
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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
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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