

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

**SAYERS, *et al.*,**

Plaintiff,

v.

**ARTSANA USA, INC.,**

Defendant.

Case No. 5:21-cv-01876-JMG

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

**JIMENEZ,**

Plaintiff,

v.

**ARTSANA USA, INC.,**

Defendant.

Case No. 7:21-cv-07933-VB

**STIPULATION OF SETTLEMENT**

Plaintiffs Mashayila Sayers, Brittney Tinker, Jennifer Monachino, Kimberly Mullins, Hilda Michelle Murphree, and Amanda Jimenez (“Plaintiffs”), and Defendant Artsana USA, Inc. (“Artsana”) (collectively “the Parties”), by and through their respective counsel, in consideration for and subject to the promises, terms, and conditions contained in this Stipulation of Settlement, hereby stipulate and agree, subject to Court approval pursuant to Rule 23 of the Federal Rules of Civil Procedure, as follows:

**I. RECITALS**

WHEREAS, on or about April 22, 2021, Plaintiffs Mashayila Sayers, Brittney Tinker, Jennifer Monachino, Kimberly Mullins, and Hilda Michelle Murphree filed a putative class action lawsuit against Artsana in the United States District Court for the Eastern District of Pennsylvania, Case No. 5:21-cv-01876-JMG (“*Sayers*”), which asserted nationwide counts for violation of the Magnuson-Moss Warranty Act, unjust enrichment, and violation of Pennsylvania’s Unfair Trade Practices and Consumer Protection Law, as well as counts for breach of express warranty, breach of implied warranty, and violation of consumer protection acts under the specific laws of Colorado, Florida, Illinois, Maryland, and Texas, that related to, *inter alia*, alleged misrepresentations in Artsana’s advertising, labeling, and marketing concerning the minimum weight requirement for and side-impact collision protection provided by Artsana KidFit booster seats—on behalf of a putative nationwide class of consumers, as well as Colorado, Florida, Illinois, Maryland, and Texas subclasses of consumers (*Sayers*, ECF No. 1);

WHEREAS, on or about September 23, 2021, Plaintiff Amanda Jimenez filed a putative class action lawsuit against Artsana in the United States District Court for the Southern District of New York, Case No. 7:21-cv-07933-VB (“*Jimenez*”), which asserted counts of deceptive acts or practices under New York General Business Law section 349, false advertising under New York General Business Law section 350, fraud, unjust enrichment, breach of implied warranty, and

breach of express warranty, that related to, *inter alia*, alleged misrepresentations in Artsana's advertising, labeling, and marketing concerning the minimum weight requirement for and side-impact collision protection provided by Artsana KidFit booster seats—on behalf of a putative nationwide class of consumers, as well as a subclass of consumers who purchased Artsana booster seats in New York (*Jimenez*, ECF No. 1);

WHEREAS, prior to the filing of the Actions, Artsana updated the individual web pages for the Eligible Products to note that KidFit booster seats should not be used by any child weighing under 40 pounds, and made similar changes to the packaging and user guides for Eligible Products;

WHEREAS, Artsana filed a Motion to Dismiss and/or Strike, in part, the *Sayers* Plaintiffs' Class Action Complaint on July 28, 2021 (*Sayers*, ECF Nos. 18–19);

WHEREAS, Artsana's Motion to Dismiss and/or Strike was fully briefed by the Parties to the *Sayers* action and pending before the Court at the time the Parties mediated;

WHEREAS, the Parties initiated discussions about the prospect of engaging in settlement discussions to resolve the litigation, and since that date, the Parties have had a series of settlement negotiations;

WHEREAS, while finalizing this Stipulation of Settlement, in order to assess the merits of the claims and potential claims, Plaintiffs, by and through their respective counsel, conducted a thorough examination, investigation, and evaluation of the relevant law, facts, and allegations, including informal confirmatory discovery;

WHEREAS, the Parties participated in three mediation sessions with a respected mediator, the Honorable Diane M. Welsh of JAMS, who is a retired Magistrate Judge of the U.S. District Court for the Eastern District of Pennsylvania. The Parties also participated in multiple phone conferences with each other, along with the assistance of Judge Welsh to finalize the terms

included in this Stipulation of Settlement. Before and during the mediation sessions, the Parties had an arms'-length exchange of sufficient information to permit Plaintiffs and their counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions;

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

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

WHEREAS, weighing the above factors, as well as all other risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, Plaintiffs and Class Counsel

are satisfied that the terms and conditions of this settlement are fair, reasonable, adequate, and in the best interests of the Plaintiffs and the Class;

WHEREAS, Artsana has vigorously denied and continues to dispute all of the claims and contentions alleged in the Actions, and it denies any and all allegations of wrongdoing, fault, liability, or damage of any kind to Plaintiffs and the Class. Artsana further denies that it acted improperly or wrongfully in any way, and believes that these Actions have no merit. Nevertheless, Artsana desires to settle the Actions upon the terms and conditions set forth in this Stipulation of Settlement after considering, on the one hand, the risks, uncertain outcome, the burdens of full-blown discovery, and potential costs of continued litigation, and the benefits of the proposed settlement, including a concrete resolution of all class claims at an early stage of the litigation;

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

WHEREAS following the execution of the Settlement Agreement, Plaintiffs will file a consolidated amended class action complaint in the *Jimenez* action pending in the Southern District of New York that joins the parties and claims included in the *Sayers* action currently pending in the Eastern District of Pennsylvania.

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

## II. DEFINITIONS

As used in this Stipulation of Settlement and the attached exhibits, the following terms have the following meanings, unless this Stipulation of Settlement specifically provides otherwise. Unless otherwise indicated, defined terms include the plural as well as the singular. Other capitalized terms used in this Settlement Agreement but not defined below shall have the meaning ascribed to them in this Settlement Agreement and the exhibits attached hereto.

1. “Actions” mean the class action lawsuits entitled *Sayers v. Artsana USA, Inc.*, Case No. 5:21-cv-01876-JMG, pending in the United States District Court, Eastern District of Pennsylvania, and *Jimenez v. Artsana USA, Inc.*, Case No. 7:21-cv-07933-VB, pending in the United States District Court, Southern District of New York, collectively.

2. “Artsana” means Artsana USA, Inc., the defendant in these Actions.

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

4. “Attorneys’ Fees and Expenses” means such funds as may be awarded by the Court to Class Counsel to compensate Class Counsel for their fees and expenses in connection with the Actions and the Settlement, as described in Paragraphs 65 to 70 of this Stipulation of Settlement.

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

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

7. “Claim Form” means the proof of claim and release form(s) substantially in the form attached hereto as Exhibit “C,” which may be modified to meet the requirements of the Settlement Administrator, pursuant to which Class Members can recover one of the benefits described in Paragraphs 46 to 47.

8. “Claims Period” means the time period from the Notice Date through the Bar Date, which is the time period that Class Members will have to claim the benefits contemplated by Paragraphs 46 to 47 of this Stipulation of Settlement.

9. “Class” or “Class Members” or “Settlement Class Members” means all persons and entities in the United States, its territories, and/or its possessions who purchased one or more of the Eligible Products during the Class Period as defined herein. Excluded from the Class are (a) all persons who are employees, directors, officers, and agents of Artsana or its subsidiaries and affiliated companies; (b) persons or entities that purchased the Eligible Products primarily for the purposes of resale; (c) governmental entities; (d) persons and entities that timely and properly exclude themselves from the Class as provided in this Stipulation of Settlement; (e) persons and entities that purchased the Eligible Products via the Internet or other remote means while not residing in the United States; and (f) the Court, the Court’s immediate family, and Court staff.

10. “Class Counsel” or “Plaintiffs’ Counsel” means the law firms of Bursor & Fisher, P.A.; Milberg Coleman Bryson Phillips Grossman, PLLC; and Vozzolo LLC.

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

12. “Class Period” means the period from April 22, 2015 up to and including December 31, 2021.

13. “Complaints” mean, collectively, (i) the Class Complaint filed by Mashayila Sayers, Brittney Tinker, Jennifer Monachino, Kimberly Mullins, and Hilda Michelle Murphree on

April 22, 2021 (*Sayers*, ECF No. 1); and (ii) the Class Complaint filed by Amanda Jimenez on September 23, 2021 (*Jimenez*, ECF No. 1).

14. “Court” means the United States District Court for the Southern District of New York and the Judge assigned to the *Jimenez* action (the Honorable Vincent L. Briccetti).

15. “Defense Counsel” means the law firm of Gibson, Dunn & Crutcher LLP.

16. “Effective Date” means the date on which the Final Order and Final Judgment (defined below) in the Actions become “Final.” As used in this Stipulation of Settlement, “Final” means three (3) business days after all of the following conditions have been satisfied:

(a) the Final Order and Final Judgment have been entered; and

(b) (i) if reconsideration and/or appellate review is not sought from the Final Order and Final Judgment, the expiration of the time for the filing or noticing of any motion for reconsideration, appeal, petition, and/or writ; or (ii) if reconsideration and/or appellate review is sought from the Final Order and Final Judgment: (A) the date on which the Final Order and Final Judgment are affirmed and are no longer subject to judicial review, or (B) the date on which the motion for reconsideration, appeal, petition, or writ is dismissed or denied and the Final Order and Final Judgment are no longer subject to judicial review.

17. “Eligible Products” mean Artsana booster seats marketed under the “KidFit” branding, which includes the KidFit, KidFit Zip, KidFit Zip Air, KidFit Luxe, KidFit Plus, and KidFit Air Plus. The Eligible Products are those Artsana booster seats at issue in the Actions and subject to the Plaintiffs’ claims arising out of or relating to representations through any medium (*e.g.*, on-label, Internet, or otherwise) concerning the Artsana booster seats’ minimum weight requirements and side-impact collision protection.



18. “Fairness Hearing” means the hearing that is to take place after the entry of the Preliminary Approval Order for purposes of: (a) determining whether the Settlement should be approved as fair, reasonable, and adequate; (b) entering the Final Order and Final Judgment and dismissing the Actions with prejudice; (c) ruling upon a motion by Class Counsel for Attorneys’ Fees and Expenses; and (d) entering any final order awarding Attorneys’ Fees and Expenses. The Parties shall request that the Court schedule the Fairness Hearing for a date that is in compliance with the provisions of 28 U.S.C. § 1715(d) and as soon as reasonably possible after briefing on Class Counsel’s motion for Attorneys’ Fees and Expenses is complete.

19. “Final Approval” means the Court’s entry of a Final Order and Final Judgment following the Fairness Hearing.

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

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

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

23. “Notice Date” means the first date upon which the Class Notice is disseminated by the Settlement Administrator.

24. “Opt-Out and Objection Deadline” means one hundred and twenty (120) days after the Notice Date.

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

26. “Plaintiff(s)” means Mashayila Sayers, Brittney Tinker, Jennifer Monachino, Kimberly Mullins, Hilda Michelle Murphree, and Amanda Jimenez.

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

28. “Release” means the release and waiver set forth in Paragraphs 72 to 77 of this Stipulation of Settlement and in the Final Order and Final Judgment.

29. “Released Claims” means and includes any and all claims, demands, rights, damages, obligations, suits, debts, liens, and causes of action under common law or statutory law (federal, state, or local) of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims (as described in Paragraph 74 below) as of the Notice Date by all of the Plaintiffs and all Class Members (and Plaintiffs’ and Class Members’ respective heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns) that: were asserted or that could have been reasonably asserted in the Actions against the Released Parties (as hereinafter defined), or any of them, and that arise out of or are related in any way to any or all of the acts, omissions, facts, matters, transactions, or occurrences that were or could have been directly or indirectly alleged or asserted in the Actions including, but not limited to, alleged violations of state consumer protection, unfair competition, and/or false or deceptive advertising statutes (including, but not limited to N.Y. Gen. Bus. Law §§ 349-350); breach of express or implied warranty (including, but not limited to, claims arising under state law and/or the

Magnuson-Moss Warranty Act); unjust enrichment, restitution, declaratory or injunctive relief, and other equitable claims or claims sounding in contract and tort; and relate in any way to the advertising, labeling, or marketing of the Eligible Products through any medium (*e.g.*, on-label, internet, or otherwise). “Released Claims” shall be construed as broadly as possible to effect complete finality over this litigation involving Artsana advertising, labeling, and/or marketing of the Eligible Products as set forth herein.

30. “Released Parties” means:

(a) Artsana, and each of its past, present, and future employees, assigns, attorneys, agents, advertising agencies, consultants, officers, and directors;

(b) All of Artsana’s past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, and successors, and each of their respective employees, assigns, attorneys, agents, resellers, officers, and directors; and

(c) All persons, entities, or corporations involved in any way in the development, creation, sale, advertising, labeling, and/or marketing of the Eligible Products.

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

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

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

34. “Settlement Administrator” or “Claims Administrator” means Angeion Group, assuming it agrees to undertake notice and administration in accordance with the Notice Plan and this Agreement or as otherwise ordered by the Court, which shall provide settlement notice, and administer and oversee, among other things, the processing, handling, reviewing, and approving of claims made by Claimants, communicating with Claimants, and distributing payments to qualified Claimants. If the Court refuses to appoint Angeion Group as Settlement Administrator, the Parties will work in good faith to propose an alternative Settlement Administrator. If the Parties cannot agree on an alternative Settlement Administrator, the Parties will ask the Court to appoint one.

35. “Settlement Administration Protocol” means the protocol attached hereto as Exhibit “F.”

36. “Settlement Website” means a dedicated website to be established by the Claims Administrator for the purpose of providing Notice, Claim Forms, and other information regarding this Agreement. The Settlement Website will be activated no later than three (3) business days before the Notice is first disseminated.

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

38. “Summary Notice” means the summary notice of the proposed class action settlement, substantially in the form attached hereto as Exhibit “G.”

### **III. SUBMISSION OF SETTLEMENT TO THE COURT FOR APPROVAL**

39. As soon as practicable, but no later than thirty (30) days following the signing of this Stipulation of Settlement, Class Counsel shall apply to the Court for entry of the Preliminary

Approval Order (substantially in the form attached as Exhibit “D”), for the purpose of, among other things:

(a) Certifying a Settlement Class under Federal Rule of Civil Procedure 23(b)(3), appointing Plaintiffs as the representatives of the Class and Class Counsel as counsel for the Class, and preliminarily approving the Settlement as being within the range of reasonableness such that the Class Notice should be provided pursuant to this Stipulation of Settlement;

(b) Approving the Settlement Administrator;

(c) Approving and authorizing the contents and distribution of Class Notice;

(d) Scheduling the Fairness Hearing on a date ordered by the Court, provided in the Preliminary Approval Order, and in compliance with applicable law, to determine whether the Settlement should be approved as fair, reasonable, and adequate, and to determine whether a Final Order and Final Judgment should be entered dismissing the Actions with prejudice;

(e) Determining that the notice of the Settlement and of the Fairness Hearing as set forth in this Stipulation of Settlement, complies with all legal requirements, including but not limited to the Due Process Clause of the United States Constitution;

(f) Providing that Class Members will have until the Bar Date to submit Claim Forms;

(g) Providing that any objections by any Class Member to the certification of the Class, the proposed Settlement contained in this Stipulation of Settlement, the entry of the Final Order and Final Judgment, and Class Counsel’s motion for Attorneys’ Fees and Expenses shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Fairness Hearing only if, on or before the date(s) specified in the Class Notice and Preliminary Approval Order, such objector files with the Court, and submits to the Parties’ counsel, a written

objection and notice of any intention by the objector to appear at the Fairness Hearing, and otherwise complies with the requirements in Paragraphs 99 to 108 of this Stipulation of Settlement;

(h) Establishing dates by which the Parties shall file and serve all papers in support of the application for final approval of the Settlement and/or in response to any valid and timely objections, and providing that all Class Members will be bound by the Final Order and Final Judgment dismissing the Actions with prejudice unless such Class Members timely file valid written requests for exclusion or opt out in accordance with this Stipulation of Settlement and the Class Notice;

(i) Providing that Class Members wishing to exclude themselves from the Settlement will have until the date specified in the Class Notice and the Preliminary Approval Order to submit a valid written request for exclusion or opt out to the Settlement Administrator;

(j) Providing a procedure for Class Members to request exclusion or opt out from the Settlement;

(k) Directing the Parties, pursuant to the terms and conditions of this Stipulation of Settlement, to take all necessary and appropriate steps to establish the means necessary to implement the Settlement;

(l) Pending the Fairness Hearing, staying all proceedings in the Actions (if the Actions are not already stayed), other than proceedings necessary to carry out or enforce the terms and conditions of this Stipulation of Settlement and the Preliminary Approval Order, and unless and until this Agreement is terminated pursuant to its terms and conditions; and

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

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

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

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

(a) Find that the Court has personal jurisdiction over all Class Members, the Court has subject matter jurisdiction over the claims asserted in the Actions, and that venue is proper;

(b) Grant final approval of this Stipulation of Settlement and the Settlement pursuant to Rule 23 of the Federal Rules of Civil Procedure;

(c) Certify the Class for purposes of settlement;

(d) Find that the notice to the Class complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;

(e) Incorporate the Release set forth in this Stipulation of Settlement and make the Release effective as of the date of the Final Order and Final Judgment;

(f) Issue the injunctive relief described in Paragraph 51 of this Stipulation of Settlement;

(g) Authorize the Parties to implement the terms of the Settlement;

(h) Dismiss the Actions with prejudice; and

(i) Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of this Stipulation of Settlement, the Final Order, Final Judgment, any final order approving Attorneys' Fees and Expenses, and for any other necessary purpose.

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

#### IV. THE SETTLEMENT CONSIDERATION

##### A. **Cash Benefits to Class Members**

44. Within seven (7) calendar days after the entry of the Preliminary Approval Order, Artsana agrees to pay all reasonable Notice and Administration costs to the Settlement Administrator for the Notice Plan and Settlement administration expenses that will be incurred by the Settlement Administrator. This deadline may be extended by mutual consent of the Parties.

45. Class Members shall be eligible for relief provided in this Stipulation of Settlement, provided Class Members complete and timely submit the Claim Form, which shall be included with the Class Notice and available on the Settlement Website described in this Stipulation of Settlement, to the Settlement Administrator by the Bar Date, subject to the terms and conditions of this Stipulation of Settlement and the Settlement Administration Protocol attached hereto as Exhibit "F."

46. Class Members With Proof of Purchase. The relief to be provided to each eligible Class Member who submits proof of purchase with a Claim Form pursuant to the terms and conditions of this Stipulation of Settlement shall be fifty dollars (\$50) per Eligible Product. Proof of purchase is defined to include a valid receipt or retail rewards submission from an authorized retailer, product packaging, a picture of the Eligible Product showing a new or recently purchased



product, evidence of the purchase in Artsana's records (either as a result of a direct purchase from Artsana or by registration of the Eligible Product with Defendant or NHTSA), or other physical evidence (*e.g.* a credit card statement or invoice showing the class member's purchase) corroborating the Class Member's purchase claim.

47. Class Members Without Proof of Purchase. The relief to be provided to each eligible Class Member who does not have proof of purchase described in Paragraph 46 for the Eligible Products and submits a Claim Form during the Claim Period pursuant to the terms and conditions of this Stipulation of Settlement shall be twenty-five dollars (\$25) per Eligible Product purchased during the Class Period. On the Claim Form, Class Members without proof of purchase will be asked to corroborate their purchase of the Products by satisfying at least two of the below four requirements: (1) identifying the serial number, (2) identifying the model of the Eligible Product they purchased and either the primary and/or secondary colors of the seat, (3) identifying the retailer from which they purchased, as well as the approximate month (or season) and year of purchase, or (4) if the Eligible Product was not purchased online, identifying the municipality and state in which the Eligible Product was purchased and attaching a picture of the Eligible Product. Class Members without proof of purchase can only recover the twenty-five dollar (\$25) benefit described above if they accurately answer at least two (2) of these requirements. An incorrect response to the primary and/or secondary color question will not be counted against the Claimant.

48. No Class Member shall receive any benefits described in Paragraphs 46 and 47 before the Effective Date.

49. No later than thirty (30) calendar days after the Effective Date, Artsana shall pay all benefits due to Class Members pursuant to Paragraphs 46 and 47. The Settlement Administrator shall assist Artsana in directing payments to Class Members.

50. After Artsana pays all benefits due to Class Members pursuant to Paragraphs 46 and 47, any funds Artsana distributed to the Settlement Administrator for Class Notice and Settlement administration expenses that the Settlement Administrator did not use shall revert back to Artsana.

**B. Injunctive Relief**

51. In consideration for the Release contained in this Stipulation of Settlement, and as a result of the efforts of the Plaintiffs and Class Counsel, Artsana agrees to the following injunctive relief:

(a) Artsana shall include a link to the video titled “Chicco USA Live: Vehicle Boosters,” on its consumer-facing website for Chicco USA (<https://www.chiccousa.com>) enabling consumers to access the informational video currently available at <https://www.facebook.com/ChiccoUSA/videos/210182254417323> (the “Facebook Video”). The Facebook Video shall appear on the Chicco USA website on the product video page (currently available at <https://www.chiccousa.com/product-video-page/product-videos.html>) under the existing heading “KidFit® Booster Car Seat”;

(b) Artsana will add an overlay of text to the Facebook Video, which will appear on the bottom of the video screen or over the video, stating: “The National Highway Traffic Safety Administration (NHTSA) recommends that you keep your child in a forward-facing car seat with a harness and tether until he or she reaches the top height or weight limit allowed by your car seat’s manufacturer.” Artsana will display such overlay (the “NHTSA Overlay”) on the Facebook Video clearly and conspicuously for a reasonable length of time;

(c) Artsana shall create a new educational video, which discusses the subject of transitioning a child to a booster seat, and has a title reasonably related to the topic of transitioning

or fitting a child to a booster seat, and addresses the minimum requirements for safe use of a booster, including weight, age, height, and child maturity level (the “New Video”). The New Video will appear on the Chicco USA’s website on the product video page (currently available at <https://www.chiccousa.com/product-video-page/product-videos.html>) under the existing heading “KidFit® Booster Car Seat.” Artsana will either include an audio message identical to the language utilized in the NHTSA Overlay or display the NHTSA Overlay on the New Video clearly and conspicuously for a reasonable length of time.

52. Nothing in this Stipulation of Settlement shall prevent Artsana from implementing the changes referenced in Paragraph 51 (or other product changes) prior to the Effective Date. The terms and requirements of the injunctive relief described in Paragraph 51 shall expire the earliest of the following dates: (a) three (3) years after the Effective Date; or (b) the date upon which there are such changes in the design or manufacture of Artsana products that would render the marketing and advertising described in Paragraph 51 inaccurate; or (c) the date upon which there are changes to any applicable statute, regulation, or other law that Artsana reasonably believes would require a modification to the labeling, advertising, and/or marketing described in Paragraph 51 to comply with the applicable statute, regulation, or law.

**C. Confirmatory Discovery**

53. Prior to the Motion for Preliminary Approval, the Parties will have conducted certain confirmatory discovery, regarding the sale of Eligible Products; Artsana’s revenues from the sale of Eligible Products; marketing, advertising, and packaging of Eligible Products; Class Member warranty registration information; the identity of authorized retailers; and Class Member identification.

**V. NOTICE TO THE CLASS**

54. The Class Notice shall conform to all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clauses), and any other applicable law.

55. Following the Court's preliminary approval of this Stipulation of Settlement and the Court's appointment of the Settlement Administrator, the Settlement Administrator shall effectuate the Notice Plan and disseminate the Class Notice as provided for in the Declaration of the Settlement Administrator, attached hereto as Exhibit "H," as specified in the Preliminary Approval Order and in this Stipulation of Settlement, and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

56. Following the dissemination of the Class Notice, the Settlement Administrator shall submit a declaration under the penalty of perjury attesting that the Class Notice has reached at least 80% of the Class Members unless the Parties mutually agree otherwise.

57. Identification of Class Members within Artsana's records. Artsana shall conduct a reasonable search of its records to identify the name, email address, and street address of all persons within the Settlement Class. Within fourteen (14) days of the entry of the Preliminary Approval Order, Artsana shall compile a list with the names, email addresses, mailing or street addresses for Settlement Class Members, and Eligible Product details to the extent available (model number, and/or model name, and/or serial number, and/or manufacturer date) and provide them to the Settlement Administrator. Artsana shall also provide a summary of the information provided to the Claims Administrator to Class Counsel, including the aforementioned categories and total quantities within each category.

58. E-mail Notice. The Settlement Administrator will cause Notice, in the form approved by the Court, to be e-mailed to Settlement Class Members at an e-mail address reflected

in Artsana's reasonably available computerized records, as of the date of entry of the Preliminary Approval Order. An additional e-mail will be sent within 30 days of the initial e-mail notice. The Settlement Administrator may also send reminder notices to Settlement Class Members. The e-mail notice will be substantially in the form of Exhibit G. To ensure a high degree of deliverability of the email notice and to avoid spam filters, the Claims Administrator must utilize industry-recognized best practices and comply with the Can-Spam Act. The Email Notice shall have a hyperlink that Class Member recipients may click and be taken to a landing page on the Settlement Website, prepopulated with Class Member data, if practicable.

59. The Long Form Notice: The Long Form Notice shall be in a form substantially similar to the document attached to this Stipulation of Settlement as Exhibit "E" and shall comport to the following:

(a) General Terms: The Long Form Notice shall contain a plain and concise description of the nature of the Actions and the proposed Settlement, including information on the definition of the Class, the identity of Class Members, how the proposed Settlement would provide relief to Class Members, what claims are released under the proposed Settlement, and other relevant information.

(b) Opt-Out Rights: The Long Form Notice shall inform Class Members that they have the right to opt out of the Settlement by the Opt-Out and Objection Deadline. The Long Form Notice shall provide the deadlines and procedures for exercising this right.

(c) Objection to Settlement: The Long Form Notice shall inform Class Members of their right to object to the proposed Settlement by the Opt-Out and Objection Deadline and to appear at the Fairness Hearing. The Class Notice shall provide the deadlines and procedures for exercising these rights.

(d) Fees and Expenses: The Long Form Notice shall inform Class Members about the fees and expenses related to the Settlement Administrator, and shall also explain that the fees and expenses awarded to Class Counsel, the fees and expenses to be paid to the Settlement Administrator, and the amounts being made available for relief to Class Members, will be paid by Artsana. The Long Form Notice shall also inform Class Members that Class Counsel's Attorney's Fees and Expenses will be in an amount to be determined by the Court.

(e) Claim Form: The Long Form Notice shall include the Claim Form, which shall inform the Class Member that he or she must fully complete and timely return the Claim Form by the Bar Date (which shall be printed on the Long Form Notice) to be eligible to obtain relief pursuant to this Stipulation of Settlement.

60. The Summary Notice: The Settlement Administrator shall have the publication of the Summary Notice substantially completed pursuant to and as described in the Declaration of the Settlement Administrator, attached hereto as Exhibit "H," and in such additional newspapers, magazines, and/or other media outlets as shall be agreed upon by the Parties. The form of Summary Notice agreed upon by the Parties is in the form substantially similar to the one attached hereto as Exhibit "G." If any Summary Notice that has been emailed is returned as undeliverable, the Settlement Administrator shall attempt two other email executions and, if unsuccessful, the Settlement Administrator will send the Summary Notice (in post card form as specified in Paragraph 63(b)) by U.S. mail, postage prepaid, to the extent a current physical mailing address is available. In addition to the notice required by the Court, the Parties may jointly agree to provide additional notice to the members of the Settlement Class;

61. Settlement Website: Before the dissemination of the Class Notice, the Settlement Administrator shall establish and maintain a Settlement Website (established three (3) business

days before Notice is first disseminated), that will: (i) notify the Settlement Class of their rights to opt out or exclude themselves from the Settlement Class; (ii) notify the Settlement Class of their right to object to this Agreement; (iii) notify the Settlement Class that no further notice will be provided to them that the Settlement has been approved; (iv) inform the Settlement Class that they should monitor the Settlement Website for further developments; (v) inform the Settlement Class of their right to attend the Final Approval Hearing conducted by the Court; (vi) include any required notice of any motion(s) made by Class Counsel for any Attorneys' Fees and Expenses or Incentive Award (when available); (vii) include a copy of this Agreement, the Preliminary Approval Order, the Claim Form, and the Notice; (viii) include copies of the material documents that are filed publicly with the Court in connection with the Settlement or any other pertinent case documents; and (ix) include any other information or materials that may be required by the Court and/or agreed to by the Parties. The Settlement Website shall also maintain a tool to enter a Class Member's name and mailing address (at the time of purchase) which would pre-populate Eligible Product details (model number, and/or model name, and/or serial number, and/or manufacturer date) into the Claim Form with the model number, and/or model name, and/or serial number and/or manufacturer date, if their name and address matches contact information in Artsana's applicable records. The Parties shall have the right to review and approve the content of the Settlement Website. The Settlement Website will also allow for electronic submission, through the website, of the Claim Form (in addition to Claim Forms being mailed to the Settlement Administrator). The Claims Administrator shall establish the Settlement Website using a website name to be mutually agreed upon by the Parties.

62. Toll-Free Telephone Number: Prior to the dissemination of the Class Notice (in the period beginning three (3) business days before Notice is first disseminated), the Settlement

Administrator shall establish a Toll-Free Interactive Voice Response (“IVR”) phone number with script recordings of information about this Settlement, including information about the Claim Form, utilizing the relevant portions of the language contained in the Notice and Claim Form. The phone number shall remain open and accessible through the Claim Deadline. The Settlement Administrator shall make reasonable provision for Class Counsel to be promptly advised of recorded messages left on the phone number by potential Settlement Class Members concerning the Action and/or this Settlement, so that Class Counsel may timely and accurately respond to such inquiries; provided however, the Settlement Administrator shall review the recorded messages before providing them to Class Counsel, and if one or more of the messages requests a blank Claim Form or other similar administrative assistance only, then the Settlement Administrator shall handle such administrative request(s), but the Settlement Administrator shall provide all other messages to Class Counsel for any further response to the Settlement Class Member.

63. Within thirty (30) days after Artsana identifies Class Members within Artsana’s records, as provided in Paragraph 57, the Parties will coordinate with the Settlement Administrator to provide notice to the Class—*i.e.*, this shall constitute the Notice Date—as follows:

(a) Emailing, in accordance with the Notice Plan set forth in the Declaration of the Settlement Administrator, attached hereto as Exhibit “H,” and in Paragraph 58 of this Agreement, a copy of the Notice in the form approved by the Court to all Settlement Class Members for whom an email address has been previously identified from Artsana’s reasonably available computerized records, in particular, for all persons who provided an email address when registering an Eligible Product.

(b) Mailing Summary Notice in post card form to all Settlement Class Members for whom the contact information previously identified from Artsana’s records does not contain a



valid email address but does contain a physical mailing address, including for all Settlement Class Members who provided a mailing address when registering an Eligible Product. For any Summary Notice that is returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service or—if no forwarding address is provided on the returned mail—shall re-mail the notice after performing a “skip trace”;

(c) Publishing, on or before the Notice Date as specified in the Preliminary Approval Order, the Long Form Notice on the Settlement Website and the Summary Notice as set forth in the Declaration of the Settlement Administrator, attached hereto as Exhibit “H”;

(d) Providing a link in the Long Form Notice and the Summary Notice to the Settlement Website to be designed and administered by the Settlement Administrator that will contain electronic copies of the settlement documents (including, but not limited to, the Long Form Notice, the Claim Form, the Preliminary Approval Order, this Stipulation of Settlement (including all of its Exhibits), the *Sayers* Complaint filed on April 22, 2021, and the *Jimenez* Complaint filed on September 23, 2021), a list of important dates, and any other information or documents to which the Parties may agree;

(e) Establishing a toll-free number through which Class Members may obtain information about the Actions and the Settlement and request a mailed copy of the Long Form Notice and/or the Claim Form;

(f) Providing Internet publication notice through an online media campaign, which will continue for a period of seventy-five (75) calendar days and will include the purchase of Internet banner notice ads, social media ads, and search ads. The advertisements will link directly to the Settlement Website, allowing visitors easy access to relevant information and

documents. Advertisements will be served nationwide, will run on desktop and mobile devices, and will be targeted to likely Class Members, including but not limited to parents of preschoolers to teens and those with an interest in Chicco and/or child safety seats. Advertisements will also be placed on social media websites, such as Facebook and Instagram; and

(g) Publishing the Summary Notice in *People* magazine, in the magazine's nationwide print edition as well as its online digital replica;

(h) Issuing an informational press release to a national press release service (e.g., PR Newswire) with a reach of approximately 15,000 media outlets, including English and Spanish language outlets. The press release will include the Settlement Website address so that Settlement Class Members can easily access information about the Actions.

64. Class Action Fairness Act Notification. Within ten (10) days after the filing of this Agreement with the Court, the Settlement Administrator shall notify the appropriate state and federal officials of this Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

#### **VI. ATTORNEYS' FEES AND EXPENSES AND PLAINTIFFS' SERVICE AWARDS**

65. Class Counsel will make a motion to the Court for an award of Attorneys' Fees and Expenses in the Actions, which shall be the sole compensation paid by Artsana for Plaintiffs' Counsel. Class Counsel's motion for Attorneys' Fees and Expenses shall be filed no later than ten (10) days before the Opt-Out and Objection Deadline. Artsana's opposition (if any) to Class Counsel's Motion for Attorneys' Fees and Expenses shall be due no later than twenty-one (21) days after Class Counsel's motion is filed. And Class Counsel's reply (if any) shall be due no later than fourteen (14) days after filing of Artsana's opposition.

66. The Parties agree to meet and confer regarding the motion for Attorneys' Fees and Expenses at least forty-five (45) days before Class Counsel files its motion with the Court. If the

Parties are unable to reach an agreement, the Parties agree to hold a mediation concerning Class Counsel's request for Attorneys' Fees and Expenses at least seven (7) days before Class Counsel files that motion with the Court. If, after the mediation, the Parties do not agree on the amount of Attorneys' Fees and Expenses to be awarded to Class Counsel, the amount of the Attorneys' Fees and Expenses will be determined by the Court, and in no event shall Artsana be obligated to pay any amount in excess of what the Court awards. The Parties also reserve all of their rights to challenge any award of Attorneys' Fees and Expenses via further motion and/or appeal.

67. Settlement Class Members shall also have ten (10) days from the filing of the motion for Attorneys' Fees and Expenses to object to and oppose Class Counsel's request for Attorneys' Fees and Expenses by filing with the Court and serving on Class Counsel and Defense Counsel any objections relating to Class Counsel's motion for Attorneys' Fees and Expenses.

68. Any Attorneys' Fees and Expenses awarded by the Court shall be paid directly by Artsana by wire transfer into an account(s) designated by Class Counsel. This amount shall be inclusive of all fees and costs of Class Counsel to be paid by Artsana in the Actions. Plaintiffs and Class Counsel agree that Artsana shall not pay, or be obligated to pay, in excess of any award of Attorneys' Fees and Expenses by the Court.

69. Any Attorneys' Fees and Expenses awarded by the Court shall be paid by Artsana within three (3) business days after the Effective Date or the date on which Class Counsel provides account details to Artsana, whichever comes later. Class Counsel shall have the sole and absolute discretion to allocate the Attorneys' Fees and Expenses amongst Plaintiffs' Counsel and any other attorneys for Plaintiffs. Artsana shall have no liability or other responsibility for allocation of any such Attorneys' Fees and Expenses awarded, and, in the event that any dispute arises relating to

the allocation of fees, Class Counsel agree to hold Artsana harmless from any and all such liabilities, costs, and expenses of such dispute.

70. The procedure for and the allowance or disallowance by the Court of any motion for attorneys' fees, costs, expenses, or reimbursement to be paid to Class Counsel are not part of the settlement of the Released Claims as set forth in this Stipulation of Settlement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement of the Released Claims as set forth in this Stipulation of Settlement. Any such separate order, finding, ruling, holding, or proceeding relating to any such motion for Attorneys' Fees and Expenses, or any separate appeal from any separate order, finding, ruling, holding, or proceeding relating to them or reversal or modification of them, shall not operate to terminate or cancel this Stipulation of Settlement or otherwise affect or delay the finality of the Final Order and Final Judgment or the Settlement.

71. Class Counsel may ask the Court for a Service Award payable to each of the Plaintiffs of \$1,500.00. Any Service Awards approved by the Court shall be paid by Artsana within ten (10) days after the Effective Date. The Court's award of any Incentive Award shall be separate from its determination of whether to approve the Settlement as set forth in this Agreement.

## **VII. RELEASES AND DISMISSAL OF ACTIONS**

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

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

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

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

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

that he/she/they have been advised by his/her/their attorney of the contents and effect of Section 1542, and with knowledge, Plaintiffs and Class Members hereby expressly waive whatever benefits he/she/they may have had pursuant to such section. Plaintiffs and Class Members are not releasing any claims for Personal Injuries. Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the Settlement of which this Release is a part.

75. Upon the Effective Date, the Actions shall be dismissed with prejudice. Plaintiffs and Class Counsel shall have the responsibility for ensuring that the Actions are dismissed with prejudice in accordance with the terms of this Stipulation of Settlement.

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

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

#### **VIII. ADMINISTRATION OF THE SETTLEMENT**

78. Because the names of some Class Members and other personal information about them will be provided to the Settlement Administrator for purposes of providing cash benefits and processing opt out requests, the Settlement Administrator will execute a confidentiality and non-disclosure agreement with Artsana and Class Counsel and will take all reasonable steps to ensure

that any information provided to it by Class Members will be used solely for the purpose of effecting this Settlement.

79. In fulfilling its responsibilities in providing Class Notice, the Settlement Administrator shall be responsible for, without limitation, consulting on and designing the notice to the Class via various forms of media, including implementing the Notice Plan set forth in the Declaration of the Settlement Administrator attached as Exhibit “H.” In particular, the Settlement Administrator shall be responsible for: (a) arranging for the publication of the Summary Notice and dissemination of the Class Notice as set forth in the Declaration of the Settlement Administrator attached hereto as Exhibit “H” and pursuant to the requirements of this Stipulation of Settlement; (b) designing and implementing notice to the Class by various electronic media as set forth in the Declaration of the Settlement Administrator attached hereto as Exhibit “H” and pursuant to the requirements of this Stipulation of Settlement; (c) responding to requests from Class Counsel and/or Defense Counsel; and (d) otherwise implementing and/or assisting with the dissemination of the notice of the Settlement as set forth in the Declaration of the Settlement Administrator attached hereto as Exhibit “H” and pursuant to the requirements of this Stipulation of Settlement.

80. The Settlement Administrator also shall be responsible for, without limitation, dissemination of Class Notice as set forth in the Declaration of the Settlement Administrator attached hereto as Exhibit “H” and implementing the terms of the claim process and related administrative activities that include communications with Class Members concerning the Settlement, the claim process, and their options thereunder. In particular, the Settlement Administrator shall be responsible for: (a) printing, emailing, mailing, or otherwise arranging for the mailing of the Class Notice in response to Class Members’ requests; (b) making any mailings

required under the terms of this Stipulation of Settlement; (c) establishing and maintaining the Settlement Website that contains the Claim Form that can be completed and submitted online; (d) establishing a toll-free voice response unit with message and interactive voice response (IVR) capabilities to which Class Members may refer for information about the Actions and the Settlement; (e) receiving and maintaining any Class Member correspondence regarding requests for exclusion and objections to the Settlement; (f) forwarding inquiries from Class Members to Class Counsel or their designee for a response, if warranted; (g) establishing a post office box for the receipt of Claim Forms, exclusion requests, and any correspondence; (h) reviewing Claim Forms according to the review protocols agreed to by the Parties and set forth in this Stipulation of Settlement and the Settlement Administration Protocol, attached hereto as Exhibit “F”; and (i) otherwise implementing and/or assisting with the claim review process and payment of the claims.

81. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Stipulation of Settlement (including, but not limited to, the Settlement Administration Protocol attached as Exhibit “F”) and, without limiting the foregoing, shall:

(a) Treat any and all documents, communications and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications or other information to any person or entity except as provided for in this Stipulation of Settlement or by court order;

(b) Receive opt out and other requests and correspondence from Class Members to exclude themselves from the Settlement and provide to Class Counsel and Defense Counsel a copy thereof within three (3) days of receipt. If the Settlement Administrator receives any exclusion forms or other requests from Class Members to exclude themselves from the



Settlement after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide Class Counsel and Defense Counsel with copies thereof; and

(c) Receive and maintain all correspondence from any Class Member regarding the Settlement.

82. The Settlement Administrator shall be reimbursed up to the amount specified in the Settlement Administration Protocol, attached hereto as Exhibit “F” toward reasonable costs, fees, and expenses of providing notice to the Class and administering the Settlement in accordance with this Stipulation of Settlement.

83. To be eligible to receive cash benefits under the Settlement Agreement, Settlement Class Members must submit a Claim Form to the Claims Administrator by either: (a) completing, attesting, and postmarking the Claim Form to the Claims Administrator by the Bar Date; or (b) electronically completing, certifying, and submitting the Claim Form on the Settlement Website by the Bar Date. The Claim Form shall include an attestation, substantially in the following form: “I declare or affirm, under penalty of perjury, that the information in this claim form is true and correct to the best of my knowledge, and that I purchased the product(s) claimed above during the Claim Period. I understand that my claim form may be subject to audit, verification, or Court review.” Claim Forms will be included on the Settlement Website and designed by the Settlement Administrator, subject to the approval of both Parties.

84. Any Class Member who, in accordance with the terms and conditions of this Stipulation of Settlement, neither seeks exclusion from the Class nor files a Claim Form, will not be entitled to receive any cash payment pursuant to this Stipulation of Settlement, but will be bound together with all Class Members by all of the terms of this Stipulation of Settlement, including the terms of the Final Order and Final Judgment to be entered in the Actions and the

releases provided for herein, and will be barred from bringing any action in any forum (state or federal) against any of the Released Parties concerning the Released Claims.

85. Claim Forms that do not meet the requirements set forth in this Stipulation of Settlement and in the Claim Form instructions shall be rejected. Where a good-faith basis exists, the Settlement Administrator may reject a Class Member's Claim Form for, among other reasons, the following:

(a) The Class Member purchased products that are not Eligible Products or otherwise covered by the terms of this Stipulation of Settlement;

(b) Failure to fully complete and/or sign the Claim Form;

(c) Illegible Claim Form;

(d) The product(s) purchased by the Class Member is (are) not reasonably identifiable as an Eligible Product from the proof of purchase or other information submitted by the Class Member, as required by Paragraphs 46 and 47;

(e) The Claim Form appears to be fraudulent;

(f) The Claim Form appears to be duplicative of another Claim Form;

(g) The person submitting the Claim Form is not a Class Member;

(h) The person submitting the Claim Form requests that payment be made to a person or entity other than the Class Member for whom the Claim Form is submitted;

(i) Failure to submit a Claim Form by the Bar Date (either by electronic submission or postmark); and/or

(j) The Claim Form otherwise does not meet the requirements of this Stipulation of Settlement.

86. The Settlement Administrator shall determine whether a Claim Form meets the requirements set forth in this Stipulation of Settlement. Each Claim Form shall be submitted to and reviewed by the Settlement Administrator within a reasonable time to determine (in accordance with this Stipulation of Settlement and the Settlement Administration Protocol, attached hereto as Exhibit “F”) the extent, if any, to which each claim shall be allowed. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate and/or fraudulent claims, including, without limitation, indexing all cash payments provided to Class Members.

87. Claim Forms that do not meet the terms and conditions of this Stipulation of Settlement shall be promptly rejected by the Settlement Administrator. The Settlement Administrator shall have thirty (30) days from the end of the Claim Period to exercise the right of rejection. The Settlement Administrator shall notify the Class Member using the contact information provided in the Claim Form of the rejection. Class Counsel and Defense Counsel shall be provided with copies of all such notifications to Class Members. The Settlement Administrator shall determine, after consultation with Class Counsel and Artsana’s Counsel, whether to allow a Class Member an opportunity to cure a deficient Claim Form. If any Claimant whose Claim Form has been rejected, in whole or in part, desires to contest such rejection, the Claimant must, within ten (10) business days from receipt of the rejection, transmit to the Settlement Administrator by email or U.S. mail a notice and statement of reasons indicating the Claimant’s grounds for contesting the rejection, along with any supporting documentation, and requesting further review by the Settlement Administrator, in consultation with Class Counsel and Defense Counsel, of the denial of the claim. If Class Counsel and Defense Counsel cannot agree

on a resolution of the Claimant's notice contesting the rejection, the Settlement Administrator shall have the discretion that it will exercise in good faith to assess the validity of the disputed claim.

88. No person shall have any claim against Artsana, Artsana's Counsel, Plaintiffs, the Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Stipulation of Settlement. This provision does not affect or limit in any way the right of review by the Court or Court-appointed referee of any disputed Claim Forms as provided in this Stipulation of Settlement.

89. Any Class Member who fails to submit a Claim Form by the Bar Date (either by electronic submission or postmark) or whose claim form is rejected by the Settlement Administrator (and not reinstated via the process described in Paragraph 87) shall be forever barred from receiving any benefit pursuant to this Stipulation of Settlement, but shall in all other respects be bound by all of the terms of this Stipulation of Settlement including the terms of the Final Order and Final Judgment to be entered in the Actions and the releases provided for herein, and will be barred from bringing any action in any forum (state or federal) against any of the Released Parties concerning any of the Released Claims. A Claim Form shall be submitted electronically at the Settlement Website to be designed and administered by the Settlement Administrator. Where proof of purchase or other information is required to be submitted as part of the Claim Form, the Claim Form will be deemed to have been submitted when the proof of purchase is submitted electronically with the Claim Form or posted, if received with a postmark, or equivalent mark by a courier company indicated on the envelope or mailer and if mailed with pre-paid postage and addressed in accordance with the instructions set out in the Claim Form. In all other cases, the Claim Form shall be deemed to have been submitted when it is actually received by the Settlement Administrator.

90. The Settlement Administrator shall provide weekly updates of claims information to the parties. In addition, at least fifty (50) days before the filing of Class Counsel's motion for Attorneys' Fees and Expenses (*i.e.*, at least sixty (60) days before the Opt-Out and Objection Deadline), the Settlement Administrator shall provide a spreadsheet to Class Counsel and Defense Counsel that contains information sufficient to determine: (a) the number of Settlement Class Members that submitted a claim (without identifying the claimants); (b) the number of submitted Claim Forms that are valid, and which are not; (c) the number of submitted Claim Forms the Settlement Administrator intends to treat as Approved Claims; and (d) the number of submitted Claim Forms the Settlement Administrator has denied and the reason(s) for the denials. The Settlement Administrator shall provide an updated spreadsheet containing the same categories of information at least ten (10) days before the filing of Class Counsel's motion for Attorneys' Fees and Expenses (*i.e.*, at least twenty (20) days before the Opt-Out and Objection Deadline). And the Settlement Administrator shall provide another updated spreadsheet containing the same categories of information at least ten (10) days before the Fairness Hearing. The Settlement Administrator shall provide supplemental spreadsheets with respect to any Claim Forms submitted after the Bar Date, within a reasonable time after receiving such Claim Forms. Defense Counsel and Class Counsel shall have fourteen (14) days after receiving the spreadsheet(s) and information specified in this Paragraph to contest the Settlement Administrator's determination with respect to any of the submitted Claims. Defense Counsel and Class Counsel shall begin to meet and confer in good faith within seven (7) days of receiving the spreadsheet(s) to reach resolution of any such disputed Claim(s).

91. Class Counsel and Defense Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

92. Not later than seven (7) calendar days before the date of the Fairness Hearing, the Settlement Administrator shall file with the Court: (a) a list of those persons who have opted out or excluded themselves from the Settlement; and (b) the details regarding the number of valid Claim Forms received and processed by the Settlement Administrator as of the date of the filing.

93. The Settlement Administrator may retain one or more persons to assist in the completion of its responsibilities.

94. The Settlement Administrator shall distribute benefits to eligible Class Members on a date that occurs only after the Effective Date.

95. If the Settlement is not approved or for any reason the Effective Date does not occur, no payments or distributions of any kind shall be made pursuant to this Stipulation of Settlement, except for the costs and expenses of the Settlement Administrator, for which Artsana is solely responsible.

96. In the event the Settlement Administrator fails to perform its duties, and/or makes a material or fraudulent misrepresentation to, or conceals requested material information from, Class Counsel, Artsana, and/or Defense Counsel, then the party to whom the misrepresentation is made shall, in addition to any other appropriate relief, have the right to demand that the Settlement Administrator immediately be replaced. No party shall unreasonably withhold consent to remove the Settlement Administrator. The Parties will attempt to resolve any disputes regarding the retention or dismissal of the Settlement Administrator in good faith, and, if they are unable to do so, will refer the matter to the Court for resolution.

97. The Settlement Administrator shall coordinate with Defense Counsel to provide notice as required by 28 U.S.C. § 1715.

98. Artsana and the Released Parties are not obligated to (and will not be obligated to) compute, estimate, or pay any taxes on behalf of any Plaintiff, any Class Member, Class Counsel, and/or the Settlement Administrator.

**IX. OBJECTIONS AND OPT-OUTS BY CLASS MEMBERS**

99. Settlement Class Members shall have the right to appear and present Objections as to any reason why the terms of this Agreement should not be given Final Approval. Members of the Class who fail to file with the Court, through the Court's Case Management/Electronic Case Files ("CM/ECF") system, or through any other method in which the Court will accept filings, if any, and serve upon the Settlement Administrator, Class Counsel, and Defense Counsel timely written objections in the manner specified in this Stipulation of Settlement and the Class Notice shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

100. Any Class Member who intends to object to the fairness, reasonableness, and/or adequacy of the Settlement must, in addition to timely filing a written objection with the Court through the Court's CM/ECF system (or any other method in which the Court will accept filings, if any), send the written objection by U.S. mail (to the following mailing address: Artsana Booster Seat Settlement, Attn: Objections, P.O. Box 58220, Philadelphia, PA 19102) or e-mail (to the following e-mail address: [objections@boosterseatsettlement.com](mailto:objections@boosterseatsettlement.com)) to the Settlement Administrator with a copy by U.S. mail or email to Class Counsel and Defense Counsel (at the addresses set forth below) postmarked no later than the Opt-Out and Objection Deadline. Class Members who object must set forth: (a) their full name; (b) current address; (c) a written statement of their objection(s) and the reasons for each objection; (d) a statement of whether they intend to

appear at the Fairness Hearing; (e) their signature; (f) the case name and case number (*Jimenez v. Artsana USA, Inc.*, Case No. 7:21-cv-07933-VB); (g) a statement of his or her membership in the Class, including a verification under oath of Eligible Product(s) purchased and, to the extent known, the location, approximate date, and identity of the retailer from which they purchased; (h) the case name and number of any other case in which they have objected in the last five (5) years; (i) the identity of any current or former lawyer who may be entitled to compensation for any reason related to the objection; and (j) a statement of whether the objector or the objector's attorney intends to appear at the Fairness Hearing. Objections must be served on Class Counsel and Defense Counsel as follows:

Upon Class Counsel at:

Martha Geer  
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC  
900 W. Morgan Street  
Raleigh, NC 27603  
Email: mgeer@milberg.com; sspangenburg@milberg.com

Upon Defense Counsel at:

Christopher Chorba  
Jeremy Smith  
GIBSON, DUNN & CRUTCHER LLP  
333 South Grand Avenue  
Los Angeles, California 90071  
Email: CChorba@gibsondunn.com; JSSmith@gibsondunn.com

101. Furthermore, any attorney hired by a Settlement Class Member (at the Class Member's expense) for the purpose of objecting to any term or aspect of this Agreement or for purpose of intervening in this Action is required to provide to the Class Administrator (who shall forward it to Class Counsel and Artsana's counsel) and to file with the Court a notice of appearance as directed in this Agreement and Long Form Notice.



102. No member of the Class shall be entitled to be heard at the Fairness Hearing or object to the Settlement, and no written objections or briefs submitted by any member of the Class shall be received or considered by the Court at the Fairness Hearing unless copies of any written objections and/or briefs and notice of an intent to appear at the Fairness Hearing shall have been filed with the Court pursuant to the Court's CM/ECF system (or any other method in which the Court will accept filings, if any) and served on the Settlement Administrator, Class Counsel, and Defense Counsel on or before the Opt-Out and Objection Deadline. Objections that are mailed to the Court (and not filed pursuant to the Court's CM/ECF system, or any other method in which the Court will accept filings, if any), or objections that are served on the Parties but not filed with the Court, shall not be received or considered by the Court at the Fairness Hearing.

103. The Parties shall have the right to respond to or file a reply to any objection, as described in Paragraphs 99 to 100, no later than seven (7) calendar days before the Fairness Hearing, or as the Court may otherwise direct.

104. Members of the Class may elect to opt out of the Settlement, relinquishing their rights to the benefits hereunder. Members of the Class who opt out of the Settlement will not release their claims pursuant to this Stipulation of Settlement. Putative Class Members wishing to opt out of the Settlement must send to the Settlement Administrator by U.S. mail (to the following address: Artsana Booster Seat Settlement, Attn: Exclusions, P.O. Box 58220, Philadelphia, PA 19102) a personally signed letter including (a) their full name; (b) current address; (c) a clear statement communicating that they elect to be "excluded" from the Settlement; (d) their signature; and (e) the case name and case number (*Jimenez v. Artsana USA, Inc.*, Case No. 7:21-cv-07933-VB). Any request for exclusion or opt out must be postmarked on or before the Opt-Out and Objection Deadline. The date of the postmark on the return-mailing envelope shall be the

exclusive means used to determine whether a request for exclusion has been timely submitted. Members of the Class who fail to submit a valid and timely request for exclusion on or before the date specified in the Court's Preliminary Approval Order shall be bound by all terms of this Stipulation of Settlement and the Final Order and Final Judgment, regardless of whether they have requested exclusion from the Settlement.

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

106. The Settlement Administrator shall promptly provide copies of all requests for exclusion, objections, and/or related correspondence from Class Members to Class Counsel and Defense Counsel. Not later than three (3) business days after the deadline for submission of requests for exclusion or opt out, the Settlement Administrator shall provide to Class Counsel and Defense Counsel a complete opt out list together with copies of the opt out requests.

107. Notwithstanding any other provision of this Stipulation of Settlement, if more than five hundred (500) Members of the Class opt out of the Settlement, Artsana, in its sole discretion, may rescind and revoke the entire Settlement and this Stipulation of Settlement, thereby rendering the Settlement null and void in its entirety, by sending written notice that Artsana revokes the settlement pursuant to this paragraph to Class Counsel within ten (10) business days following the date the Settlement Administrator informs Artsana of the number of Class members who have requested to opt out of the Settlement pursuant to the provisions set forth above. If Artsana rescinds the Settlement pursuant to this paragraph, it shall have no further obligations to make payments or distributions of any kind pursuant to this Stipulation of Settlement, except for the fees

and expenses actually incurred by the Settlement Administrator, for which Plaintiffs and their Counsel are not liable.

108. On the date set forth in the Preliminary Approval Order, a Fairness Hearing shall be conducted to determine final approval of the Settlement. Class Counsel's motion for an award of attorneys' fees and expenses shall be filed no later than ten (10) days before the Opt-out and Objection Deadline. Upon final approval of the Settlement by the Court at or after the Fairness Hearing, the Parties shall present the Final Order and Final Judgment, substantially in the form attached to this Stipulation of Settlement as Exhibits "A" and "B" and a final order approving the Attorneys' Fees and Expenses, if any, to the Court for approval and entry. Class Members who wish to be heard at the Fairness Hearing (whether individually or through separate counsel) and are objecting to the Settlement shall comply with the provisions of this Stipulation of Settlement (including Paragraphs 99 to 102). Class Members who wish to be heard at the Fairness Hearing (whether individually or through separate counsel) and are not objecting to the Settlement shall file a notice of appearance with the Court's CM/ECF system or through any other method in which the Court will accept filings, if any, and serve upon Class Counsel and Defense Counsel at the addresses indicated above at least fourteen (14) calendar days before the Fairness Hearing.

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

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

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

111. If this Stipulation of Settlement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or not consummated for any reason, or the Effective Date for any reason does not occur, the order certifying the Class for purposes of effectuating this Stipulation of Settlement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Actions shall proceed as though the Class had never been certified pursuant to this Stipulation of Settlement and such findings had never been made, and the Actions shall return to the procedural status quo in accordance with this paragraph. Class Counsel shall not refer to or invoke the vacated findings and/or order relating to class settlement in the event this Stipulation of Settlement is not consummated and the case is later litigated and contested by Artsana under Rule 23 of the Federal Rules of Civil Procedure.

**XI. MODIFICATION OR TERMINATION OF THE SETTLEMENT**

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

113. In the event the terms or conditions of this Stipulation of Settlement are materially modified by any court, either party in its sole discretion to be exercised within fourteen (14) days after such a material modification may declare this Stipulation of Settlement null and void. For purposes of this paragraph, material modifications include but are not limited to any modifications to the definitions of the Class, Class Members, or Released Claims, changes to the notice plan described in Paragraphs 54 to 64 or any Exhibit hereto, and/or any modifications to the terms of the settlement consideration described in Paragraphs 46 to 47. In the event that a party exercises his/her/their/its option to withdraw from and terminate this Stipulation of Settlement, then the Settlement proposed herein shall become null and void and shall have no force or effect, the Parties shall not be bound by this Stipulation of Settlement, and the Parties will be returned to their respective positions existing immediately before the execution of this Stipulation of Settlement. Notwithstanding the foregoing Paragraph 112, in the event this Stipulation of Settlement is not approved by any court, or the Settlement set forth in this Stipulation of Settlement is declared null and void, or in the event that the Effective Date does not occur, Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any costs of notice and administration associated with this Settlement or this Stipulation of Settlement, except that each Party shall bear its own attorneys' fees and costs and Artsana's future payment obligations under this Stipulation of Settlement shall cease.

**XII. SETTLEMENT NOT EVIDENCE AGAINST PARTIES**

114. The Parties expressly acknowledge and agree that this Stipulation of Settlement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent state law or rule. In no event shall this Stipulation of Settlement, any of its provisions or any negotiations, statements or court proceedings

relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Actions, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to enforce this Stipulation of Settlement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Stipulation of Settlement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, Artsana, the Released Parties, Plaintiffs, or the Class, or as a waiver by Artsana, the Released Parties, Plaintiffs, or the Class of any applicable privileges, claims or defenses.

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

### **XIII. BEST EFFORTS**

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

Settlement and the terms of this Settlement Agreement, carrying out the terms of this Stipulation of Settlement, and promptly agreeing upon and executing all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement. In the event that the Court fails to approve the Settlement or fails to issue the Final Order and Final Judgment, the Parties agree to use all reasonable efforts, consistent with this Stipulation of Settlement and subject to Paragraph 120 to cure any defect identified by the Court.

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

#### **XIV. MISCELLANEOUS PROVISIONS**

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

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

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

121. All of the Parties warrant and represent that they are agreeing to the terms of this Stipulation of Settlement based upon the legal advice of their respective attorneys, that they have

been afforded the opportunity to discuss the contents of this Stipulation of Settlement with their attorneys and that the terms and conditions of this document are fully understood and voluntarily accepted.

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

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

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

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

126. This Stipulation of Settlement has been negotiated among and drafted by Class Counsel and Defense Counsel. Plaintiffs, Class Members, and Artsana shall not be deemed to be the drafter of this Stipulation of Settlement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter or otherwise resort to the contra proferentem canon of construction. Accordingly, this Stipulation of Settlement should not be construed in favor of or against one Party as to the drafter, and the Parties agree that the provisions of California Civil Code § 1654 and common law principles of construing ambiguities against the



drafter shall have no application. All Parties agree that counsel for the Parties drafted this Stipulation of Settlement during extensive arms' length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Stipulation of Settlement was made or executed.

127. Before Class Counsel applies to the Court for entry of the Preliminary Approval Order, Plaintiffs and Class Counsel will share a draft of any press releases regarding the Settlement or the Actions with Artsana. However, if Plaintiffs or Class Counsel receive an inquiry from any third party, they may decline to comment, refer to the Class Notice, refer to the Complaints, make accurate statements regarding the Settlement or information contained in the public Court record (including the status of the approval process), or defer to the Court file. Plaintiffs and Class Counsel agree not to make disparaging public statements about Artsana, Artsana products, and/or Defense Counsel out-of-court. Class Counsel are free to (a) communicate with Class Members about this lawsuit and the underlying facts of this lawsuit; and (b) state they served as legal counsel in this lawsuit and discuss the terms and amount of the Settlement on their firm websites, biographies, or similar marketing materials, and in connection with speaking engagements and future applications to serve as interim-class or lead counsel, or as otherwise required by law. Moreover, nothing in this Section or Agreement shall preclude Class Counsel from disclosing information contained in the public Court record, posting publicly available documents that have been filed with the Court and Court-approved notices. Artsana and Defense Counsel agree not to make disparaging public statements about Plaintiffs, Class Counsel, or the Settlement.

128. Artsana represents and warrants that the individual(s) executing this Stipulation of Settlement are authorized to enter into this Stipulation of Settlement on behalf of Artsana.

129. Any disagreement and/or action to enforce this Stipulation of Settlement shall be commenced and maintained only in the Courts in which these Actions are pending.

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

Upon Class Counsel at:

Martha Geer  
Sarah Spangenburg  
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC  
900 W. Morgan Street  
Raleigh, NC 27603  
Email: mgeer@milberg.com; sspangenburg@milberg.com

Gregory F. Coleman  
Jonathan B. Cohen  
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC  
800 Gay Street, Ste. 1100  
Knoxville, TN 37929  
Email: gcoleman@milberg.com; jcohen@milberg.com

L. Timothy Fisher  
BURSOR & FISHER, P.A.  
1990 N. California Blvd., Suite 940  
Walnut Creek, CA 94596  
Email: ltfisher@bursor.com

Antonio Vozzolo  
VOZZOLO LLC  
345 Route 17 South  
Upper Saddle River, NJ 07458  
Email: avozzolo@vozzolo.com

Upon Defense Counsel at:

Christopher Chorba  
Jeremy Smith  
GIBSON, DUNN & CRUTCHER LLP  
333 South Grand Avenue  
Los Angeles, California 90071  
Email: CChorba@gibsondunn.com; JSSmith@gibsondunn.com

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

132. Plaintiffs Sayers, Tinker, Monachino, Mullins, Murphree, and Jimenez expressly affirm that the allegations contained in the complaints filed in the Actions were made in good faith and have a basis in fact, but they consider it desirable for the Actions to be settled and dismissed because of the substantial benefits that the proposed Settlement will provide to Class Members.

133. This Stipulation of Settlement may be signed with a facsimile signature and in counterparts, each of which shall constitute a duplicate original.

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

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

**PLAINTIFFS**

Dated: January 13, 2023

DocuSigned by:  
MASHAYILA R. SAYERS  
Mashayila Sayers  
Plaintiff

Dated: January 13, 2023

DocuSigned by:  
Brittney Tinker  
Brittney Tinker  
Plaintiff

Dated: January 13, 2023

DocuSigned by:  
Jennifer Monachino  
Jennifer Monachino  
Plaintiff

Dated: January 13, 2023

DocuSigned by:  
Kimberly Mullins  
Kimberly Mullins  
Plaintiff

Dated: January 13, 2023

DocuSigned by:  
Michelle Murphree  
Michelle Murphree  
Plaintiff

Dated: January \_\_, 2023

\_\_\_\_\_  
Amanda Jimenez  
Plaintiff

**ARTSANA**

Dated: January \_\_, 2023

\_\_\_\_\_  
Artsana USA, Inc.

By: Tom Gwiazdowski  
Chief Executive Officer

**PLAINTIFFS' COUNSEL**

Dated: January 13, 2023

DocuSigned by:  
Gregory F. Coleman  
By: Gregory F. Coleman  
MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, PLLC  
Attorneys for *Sayers* Plaintiffs and the Class

Dated: January \_\_, 2023

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Jennifer Monachino  
Plaintiff

Dated: January \_\_, 2023

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Kimberly Mullins  
Plaintiff

Dated: January \_\_, 2023

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Hilda Michelle Murphree  
Plaintiff

Dated: January 17, 2023

  
Amanda Jimenez (Jan 17, 2023 11:38 EST)

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Amanda Jimenez  
Plaintiff

**ARTSANA**

Dated: January \_\_, 2023

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Artsana USA, Inc.  
  
By: Tom Gwiazdowski  
Chief Executive Officer

**PLAINTIFFS' COUNSEL**

Dated: January \_\_, 2023

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By: Gregory F. Coleman  
MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, PLLC  
Attorneys for *Sayers* Plaintiffs and the Class

Dated: January \_\_, 2023

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Jennifer Monachino  
Plaintiff

Dated: January \_\_, 2023

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Kimberly Mullins  
Plaintiff

Dated: January \_\_, 2023

---

Hilda Michelle Murphree  
Plaintiff

Dated: January \_\_, 2023

---

Amanda Jimenez  
Plaintiff

Dated: January 17, 2023

**ARTSANA**



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Artsana USA, Inc.

By: Tom Gwiazdowski  
Chief Executive Officer


**PLAINTIFFS' COUNSEL**

Dated: January \_\_, 2023

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By: Gregory F. Coleman  
MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, PLLC  
Attorneys for *Sayers* Plaintiffs and the Class

Dated: January 13, 2023

DocuSigned by:  
  
By: Martha A. Geer  
MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, PLLC  
Attorneys for *Sayers* Plaintiffs and the Class

Dated: January \_\_, 2023

By: L. Timothy Fisher  
Bursor & Fisher, P.A.  
Attorneys for Plaintiff Jimenez and the Class

Dated: January \_\_, 2023

By: Antonio Vozzolo  
Vozzolo LLC  
Attorneys for Plaintiff Jimenez and the Class

**DEFENSE COUNSEL**

Dated: January \_\_, 2023


By: Christopher Chorba  
Gibson, Dunn & Crutcher LLP  
Attorneys for Artsana USA, Inc.

Dated: January \_\_, 2023

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By: Martha A. Geer  
MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, PLLC  
Attorneys for *Sayers* Plaintiffs and the Class

Dated: January 17, 2023



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By: L. Timothy Fisher  
Bursor & Fisher, P.A.  
Attorneys for Plaintiff Jimenez and the Class

Dated: January \_\_, 2023

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By: Antonio Vozzolo  
Vozzolo LLC  
Attorneys for Plaintiff Jimenez and the Class

**DEFENSE COUNSEL**

Dated: January \_\_, 2023

---

By: Christopher Chorba  
Gibson, Dunn & Crutcher LLP  
Attorneys for Artsana USA, Inc.



Dated: January \_\_, 2023

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By: Martha A. Geer  
MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, PLLC  
Attorneys for *Sayers* Plaintiffs and the Class

Dated: January \_\_, 2023

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By: L. Timothy Fisher  
Bursor & Fisher, P.A.  
Attorneys for Plaintiff Jimenez and the Class

Dated: January 17, 2023



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By: Antonio Vozzolo  
Vozzolo LLC  
Attorneys for Plaintiff Jimenez and the Class

**DEFENSE COUNSEL**

Dated: January \_\_, 2023

---

By: Christopher Chorba  
Gibson, Dunn & Crutcher LLP  
Attorneys for Artsana USA, Inc.

Dated: January \_\_, 2023

---

By: Martha A. Geer  
MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, PLLC  
Attorneys for *Sayers* Plaintiffs and the Class

Dated: January \_\_, 2023

---

By: L. Timothy Fisher  
Bursor & Fisher, P.A.  
Attorneys for Plaintiff Jimenez and the Class

Dated: January \_\_, 2023

---

By: Antonio Vozzolo  
Vozzolo LLC  
Attorneys for Plaintiff Jimenez and the Class

**DEFENSE COUNSEL**



Dated: January 17, 2023

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By: Christopher Chorba  
Gibson, Dunn & Crutcher LLP  
Attorneys for Artsana USA, Inc.