

IT IS HEREBY STIPULATED AND AGREED, by, between and among Plaintiff Rodney Houriani ("Plaintiff"), and Defendant Buck Knives, Inc. ("Buck Knives"), with all terms as defined below, through their duly-authorized counsel, that the above-captioned action, *Rodney Houriani v. Buck Knives, Inc.*, Case Number 2:21-cv-01908-DSF-SK (C.D. Cal.), and the matters raised therein, are settled, compromised, and dismissed on the merits with prejudice, on the terms and conditions set forth in this Settlement Agreement and the release set forth herein, subject to the approval of the Court.

I. INTRODUCTION

A. There is a purported class action pending in the United States District Court for the Central District of California against Buck Knives alleging that Buck Knives engaged in untrue and deceptive advertising with respect to certain knife-sheath combinations that Buck Knives labels as "Made in USA." This action is *Rodney Houriani v. Buck Knives, Inc.*, Case Number 2:21-cv-01908-DSF-SK (C.D. Cal.). The Amended Complaint filed in this action alleges that Buck Knives' practice of labeling certain of its knife-sheath combinations "Made in USA" constitutes false and deceptive advertising, unfair trade practices, and a violation of California's "Made in the USA" statute because the sheath is imported.

B. Plaintiff filed a Complaint in the United States District Court for the Central District of California on March 1, 2021 and filed a First Amended Complaint on March 25, 2021. Plaintiff brought this First Amended Complaint on behalf of a purported class of nationwide purchasers of Buck Knives knife-sheath combinations identified as "Made in USA" alleging claims against Buck Knives under California's Consumer Legal Remedies Act ("CLRA") (Cal. Civ. Code § 1750, et seq.), California's Unfair Competition law ("UCL") (Cal. Bus. & Prof. Code § 17200, et seq. and California's False Advertising Law ("FAL") (Cal. Bus. & Prof. Code § 17500, et seq.). Plaintiff sought damages including injunctive relief, restitution, disgorgement, statutory and actual damages and punitive damages as authorized by the CLRA, costs, attorney fees, and other and further relief as the Court may deem proper.

C. Plaintiff filed the Action "on his own behalf and on behalf of all those similarly situated" and defined the Putative Class to include: "All persons who purchased a Buck Knives, Inc. hunting knife and sheath combination (the "Product") at any time during the period commencing on the date that is within three (3) years prior to the filing of this Complaint and continuing thereafter (the "Class Period") and received a knife or sheath that was not made in the U.S.A."

D. Buck Knives filed an Answer to the First Amended Complaint. In its Answer, Buck Knives expressly denied and continues to deny any and all wrongdoing alleged in this action, and neither admits nor concedes any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been or could have been alleged against it in this action.

E. Plaintiff's Counsel has conducted an extensive and thorough examination, investigation, and evaluation of the relevant law, facts and allegations to assess the merits of the claims and potential claims to determine the strength of both defenses and liability sought in the Action.

F. Buck Knives produced to Plaintiff, through counsel, extensive discovery. Plaintiff has thoroughly reviewed the documents. In particular, Buck Knives produced voluminous

documentation to Class Counsel regarding the Subject Products in the following categories: (i) sales and accounting records; (ii) images of packaging, and labels; (iii) advertisements, marketing, media, and public relations; (iv) manufacturing specifications; and (v) consumer reviews. In total, Buck Knives produced over 1,000 pages of documents and electronically stored information.

G. On September 29, 2021, the Parties participated in a full-day Settlement Conference with Magistrate Judge Steve Kim. Notwithstanding their disagreements, at the Settlement Conference the Parties reached an agreement in principle for the settlement of this matter, subject to obtaining the necessary approval from the Court.

H. Based upon their review, investigation, and evaluation of the facts and law relating to the matters alleged in the pleadings, Plaintiff and Plaintiff's Counsel, on behalf of the other members of the proposed Class, have agreed to settle the Action pursuant to the provisions of this Agreement, after considering, among other things: (1) the substantial benefits to Plaintiff and the other Class Members under the terms of this Agreement; (2) 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 (3) the desirability of consummating this Agreement promptly in order to provide effective relief to Plaintiff and the other Class Members.

I. Buck Knives expressly denies any wrongdoing alleged in the pleadings and does not admit or concede any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been or could have been alleged against it in the Action and/or any other actions. Even though Buck Knives expressly denies any wrongdoing, Buck Knives considers it desirable for this case to be settled and dismissed, because this Settlement will finally put Plaintiff's claims and the underlying matters to rest and will avoid the substantial expense, burdens, and uncertainties associated with the continued litigation of these claims and case.

II. DEFINITIONS

A. As used in this Agreement, the following terms have the following meanings, unless this Agreement specifically provides otherwise:

1. "Action" means *Rodney Houriani v. Buck Knives, Inc.*, Case Number 2:21-cv-01908-DSF-SK (C.D. Cal.).
2. "Agreement" or "Settlement Agreement" means this Settlement Agreement and any exhibits attached hereto or incorporated herein, including any subsequent amendments and any exhibits to such amendments.
3. "Authorized Claimant" means a Claimant whose Claim(s) has been reviewed and authorized by the Settlement Administrator.
4. "Attorneys' Fees and Expenses" means such funds as may be awarded by the Court to Class Counsel from Buck Knives to compensate all Class Counsel for their fees and expenses in connection with the Action and the Settlement, as described in Section VIII of this Agreement (below).

5. "Buck Knives" (also referred to as "Defendant") means Buck Knives, Inc.
6. "Buck Knives' Counsel" means Garrett & Tully P.C.
7. "Claim" means the claim of a Class Member, or his or her representative, submitted on a Claim Form as provided in this Agreement.
8. "Claimant" means a Class Member who has submitted a Claim.
9. "Claim Form" means the document provided to Class Members for submission of their claim(s) to the Settlement Administrator.
10. "Claim Period" means the time period in which Class Members must submit a Claim Form for review to the Settlement Administrator in order to be timely. The Claim Period shall also be the time period within which persons must submit an Exclusion Form in order to be timely. The Claim Period shall run for ninety (90) days from the date of the first dissemination of the Summary Settlement Notice. Any objection must be filed no later than the last day of the Claim Period.
11. "Claim Process" means that process for submitting Claims described in this Agreement.
12. "Class" means all persons who, during the Class Period, purchased any and all Subject Products labeled "Made in USA" from Buck Knives and/or any retailer, in California. Excluded from the Class are: (a) Buck Knives' Board members or employees, including its attorneys; (b) any persons who purchased Subject Products for purposes of resale; (c) distributors or resellers of the Subject Products; (d) the judge and magistrate judge presiding over the Action and their immediate families; (e) governmental entities; and (f) persons or entities who or which timely and properly exclude themselves from the Class as provided in this Agreement.
13. "Class Counsel" means: David R. Greifinger and Calvin A. Marshall of Law Offices Of David Greifinger, and John A Marshall of Marshall and Associates.
14. "Class Member" means a member of the Class.
15. "Class Notice" means a notice provided.
16. "Class Period" means the period from March 1, 2018, up to the date the Court files a Preliminary Approval Order.
17. "Court" means the United States District Court for the Central District of California.
18. "Escrow Agent" means the Settlement Administrator.
19. "Exclusion Form" means the document that Class Members will submit in order to exclude themselves from the settlement.
20. "Fairness Hearing" means the hearing at or after which the Court shall make a final decision whether to approve this Agreement as fair, reasonable, and adequate. The Fairness Hearing shall

be scheduled on a Monday approximately 150 calendar days after the Court enters the Preliminary Approval Order.

21. "Final Order and Final Judgment" means the Court's order approving the Settlement and this Agreement, as described in Section IX.B of this Agreement.

22. "Final Settlement Date" means the date on which the Final Order and Final Judgment approving this Agreement becomes final. For purposes of this Agreement: a. If no valid objection has been made, "Final Settlement Date" means the date on which the Final Order and Judgment are entered; or b. if any valid objections have been made and all of those valid objections have been subsequently withdrawn, "Final Settlement Date" means five days after the last valid objection is withdrawn; or c. If any valid objections have been made and not withdrawn, and no appeal has been taken from the Final Order and Judgment, "Final Settlement Date" means the date on which the time to appeal therefrom has expired; or d. If any appeal has been taken from the Final Order and Final Judgment, "Final Settlement Date" means the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing en banc, and petitions for certiorari or any other form of review, have been finally disposed of in a manner that affirms the Final Order and Judgment; or e. If the Parties agree in writing, "Final Settlement Date" can occur on any other agreed date.

23. "Parties" means Plaintiff and Buck Knives, collectively, as each of those terms is defined in this Agreement.

24. "Plaintiff" (also referred to as "Named Plaintiff") means Rodney Houriani.

25. "Preliminary Approval Order" means the order to be entered by the Court preliminarily approving the Settlement as outlined in Section IX.A. of this Agreement.

26. "Release" means the release and waiver set forth in Section VII of this Agreement and in the Final Order and Final Judgment.

27. "Released Parties" means Buck Knives, its past, present and future parents (including but not limited to Buck Knives, Inc., and any intermediary and/or ultimate parents), officers, directors, employees, stockholders, agents, attorneys, administrators, successors, suppliers, distributors, reorganized successors, spin-offs, assigns, holding companies, related companies, subsidiaries, affiliates, joint-ventures, partners, members, divisions, predecessors, or any retailers of the Subject Products.

28. "Settlement Administration Expenses" means such funds as may be required to pay the Settlement Administrator for all expenses associated with administration of the settlement or carrying out any other duties of the Settlement Administrator. Such expenses shall be the responsibility of Buck Knives.

29. "Settlement Administrator" means the third-party agent or administrator agreed to by the Parties and appointed by the Court. The Parties agree that Buck Knives, Inc. will select and pay for the Settlement Administrator with Plaintiff's approval.

30. "Subject Product" means Buck Knives' knife-sheath combinations that were labeled and marketed as "Made in USA," and which contained an imported sheath, and were purchased as new by Class Members during the Class Period. These knife-sheath combinations include: 0102BKS, 0103BKS, 0105BKS, 0110BKSLT, 0110BKSLT1WM, 0110BKSNS1, 0110BRS, 0110BRSFG, 0110BRSWM2, 0112BKS5, 0112BRS, 0112BRSFG, 0113BRS, 0119BKS, 0119BKSWM1, 0120BKS, 0191BRG, 0192BRS, 0500RWS, 0501RWS, 0616BKS, 0656GRS, 0657GRG, 0658GRS, 0659GRS, 0660GRG, 0661GRS, 0684BKS, 0685BKG, 0685BKS, 0691BKG, 0692BKS, 0808BKX, 0808BRX2, 0891BKS, 0891BRS1, 0893BKS, and 0893BRS1.

31. "Summary Settlement Notice" means a notice of this Settlement Agreement that summarizes the terms of the agreement for providing notice to Class Members as agreed upon by the Parties.

B. Other capitalized terms used in this Agreement but not defined in this Section II shall have the meanings ascribed to them elsewhere in this Agreement.

C. The terms "he or she" and "his or her" include "it" or "its" where applicable.

III. SETTLEMENT RELIEF

Settlement relief shall consist of two primary components: (1) a monetary component consisting of cash payments to Class Members who submit valid Claims; and (2) an injunctive relief component through which Buck Knives agrees to make certain changes to its business practices with respect to the Subject Products.

A. Relief Amount

1. Defendant's financial commitment shall be \$200,000. This shall include all cash awards to Class Members including the service award to the Named Plaintiff. This shall not include Attorney Fees and Expenses or Settlement Administration Expenses. Within ten (10) days of the Final Approval Order, Buck Knives shall deposit \$200,000 in escrow to be held by the Settlement Administrator, which shall be the "Escrow Agent," such amount to total \$200,000, which shall be used by the Escrow Agent to pay all approved claims. This fund shall be known as the "Escrow Fund."

2. Cash Award: Class Members may opt to receive a cash award as follows: Authorized Claimants may receive a \$10.00 cash award for each Subject Product the Authorized Claimant purchased during the Class Period, up to a maximum of three (3) claims (or \$30.00 in cash). Class Members whose identities are known to Defendants shall not be required to submit Claim Forms and shall receive their benefits as described below. Other Class Members who (a) execute and submit a valid Claim Form on or before the deadline provided for filing Claims in the Class Notice; (b) attest under penalty of perjury that they purchased one or more of the Subject Products during the Class Period; and (c) provide all required documentation (as necessary), and comply with all other conditions and requirements specified herein shall receive a \$10.00 cash award for each Subject Product the Authorized Claimant purchased during the Class Period, up to a maximum of three (3) claims (or \$30.00 in cash).

B. Known Class Members

Defendant shall submit to the Settlement Administrator the names, electronic email addresses, and mailing addresses, as available, of all known Class Members in its data base. The Settlement Administrator shall first serve Class Notice to all known Class Members by electronic mail, to the extent electronic mail addresses are available. The Settlement Administrator shall follow up with notice by mail to all known Class Members who do not open or receive the electronic notice. For known Class Members with no valid electronic mail address, the Settlement Administrator shall serve notice by mail. The Settlement Administrator shall perform a computerized skip trace for all Class Members whose mailed notices are returned as undeliverable. Cash Awards shall be mailed to all Known Class Members for whom valid addresses are ascertained and who do not exclude themselves from the Settlement.

C. Claim Form Submission and Review for Class Members not Identified by Defendant

1. Class Members whose identities are not known to Defendant may submit a Claim through the Claim Process during the Claim Period, and the Settlement Administrator shall review and process the Claims. As part of the Claim Process, Class Members shall be eligible for the relief provided in this Agreement, provided Class Members complete and timely submit the Claim Form, which shall be included with the Class Notice, to the Settlement Administrator within the Claim Period.

2. Class Members shall not be required to submit proof of purchase. Class members not submitting a proof of purchase shall be required to submit a photograph of each Subject Product claimed that exhibits the stamp on the right side of the blade of the Subject Product and depicts any form of photo identification of the claimant.

3. As stated on the Claim Form, in order to be eligible to receive the Claim Amount, Class Members must attest, pursuant to 28 U.S.C. section 1746 under penalty of perjury, that the Class Member purchased one or more of the "Made in USA" Subject Products in California during the Class Period. The Claim Form shall advise Class Members that the Settlement Administrator has the right to request verification of the purchase of Subject Products, including, but not limited to, receipt(s) or other documentation demonstrating purchase of any and all of the Subject Products during the Class Period, prior to issuing the Claim Amount to the Class Member. If the Class Member does not timely comply (e.g., within thirty-five (35) days of any request from the Settlement Administrator) and/or is unable to produce documents to substantiate and/or verify the information on the Claim Form and the Claim is otherwise not approved, the Claim shall be disqualified.

4. The Settlement Administrator has the right to audit any claims, and will use adequate and customary procedures and standards to prevent the payment of fraudulent claims and to pay only valid claims. Such procedures may include: (1) screening for duplicate claims or Claimants seeking more than the maximum cash payment permitted, and (2) reviewing Claims for evidence of waste, fraud, and abuse.

5. The Settlement Administrator shall employ reasonable procedures to screen Claims for waste, fraud, and abuse. The Settlement Administrator may request additional information necessary to

validate Claims and/or reject a Claim Form where there is evidence of abuse or fraud. The Settlement Administrator may also reject a Claim Form that does not contain all requested information necessary to screen the claim for fraud or abuse. Finally, the Settlement Administrator's decision as to whether the Class Member submitted a valid Claim shall be non-appealable, final, and binding upon the Parties and the Claimants.

6. The Settlement Administrator shall provide periodic updates to Class Counsel and to Buck Knives and Buck Knives' counsel regarding Claim Form submissions beginning not later than one week after notice is disseminated and continuing on a weekly basis thereafter.

7. The Settlement Administrator shall begin to pay timely, valid, and approved Claims commencing fourteen (14) business days after the close of the Claim Period so long as this period is after the Final Settlement Date, or sooner upon Buck Knives and Class Counsel's joint direction, but not before the issuance of the Court's Final Order and Final Judgment approving the Settlement. In the event the Final Settlement Date falls after the close of the Claim Period, then the Settlement Administrator shall begin to pay timely, valid, and approved Claims commencing fourteen (14) business days after the Final Settlement Date. The Settlement Administrator shall have completed the payment to Class Members who have submitted timely, valid and approved Claims pursuant to the Claim Process no later than one hundred eighty (180) calendar days after either the Final Settlement Date or the close of the Claim Period, whichever is later.

8. Subject to Section III.D., below, the relief to be provided to eligible Class Members for each Subject Product purchased by an eligible Class Member, shall be an amount of \$10.00 cash ("Claim Amount"). In the event a Class Member has purchased more than one Subject Product, that Class Member may submit one Claim for up to 3 Subject Product purchased. Thus, the maximum Claim Amount each Class Member can recover is \$30.00 cash. In addition, the maximum Claim Amount per "Household" (defined as all persons residing at the same physical address) shall be limited to 6 Subject Products, or \$60.00.

9. The Claim Amount will be paid in the form of a paper or electronic check.

D. Adjustments and Remaining Funds

1. If the total of the timely, valid and approved Claims submitted by Class Members exceeds the available monetary relief in the Escrow Fund, minus any fees, payments, and costs set forth in this Agreement, each eligible Class Member's Claim Amount shall be reduced on a pro rata basis.

2. If there are any funds remaining in the Escrow Fund after all Claims have been paid or any uncashed checks made payable to eligible Class Members ("Residual Funds"), the Settlement Administrator shall distribute the remaining Escrow Funds and/or the Residual Funds in the amounts allocated by Buck Knives to non-profit organization(s) designated by Buck Knives and approved by the Parties and the Court. These recipients of Residual Funds shall be known as "Cy Pres Recipients." No remaining funds in the Escrow Fund or Residual Funds will be returned to Buck Knives.

3. Checks issued to Class Members shall remain negotiable for ninety (90) calendar days from the date they are mailed.

4. Any payments to the Cy Pres Recipient, whether they be remaining funds in the Escrowed Fund or Residual Funds, shall be issued to the Cy Pres Recipient within one hundred and eighty (180) calendar days of the Final Settlement Date.

E. Injunctive Relief

Buck Knives agrees to implement the following changes to its business practices, which will commence within ten (10) business days of the Final Settlement Date:

1. Going forward, for all Subject Products produced after the Final Settlement Date, all clam packaging for Subject Products which contain an imported sheath will no longer include the phrase "Made in the USA" on the front of the clam packaging unless such phrase specifically states "Knife Made in the USA." On the back, in clear readable font, the clam packaging will include the following phrase, or words to similar effect, "Imported Sheath" unless and until a change in either federal or California law obviates the need for such clarification. Buck Knives may make any and all stylistic changes to the packaging it desires so long as such changes are in accordance with the principles set forth in this paragraph.

2. Going forward, for all Subject Products produced after the Final Settlement Date, all box packaging for Subject Products which contain an imported sheath will no longer include the phrase "Made in the USA" on the exterior of the box packaging unless such phrase specifically states "Knife Made in USA." On the back or bottom, in clear readable font, the box packaging will include the following phrase, or words to similar effect, "Imported Sheath" unless and until a change in either federal or California law obviates the need for such clarification. Buck Knives may make any and all stylistic changes to the packaging it desires so long as such changes are in accordance with the principles set forth in this paragraph.

3. Buck Knives will implement reasonable policies and practices intended to ensure that the modified clam packaging and box packaging is used in all California retail stores.

4. Buck Knives agrees that it will maintain its current policy with respect to any "Made in USA" statements on its U.S. ecommerce website. Specifically, (1) all banners saying "Made in USA" or displaying "Made in USA" label is showing must specifically states "Knife Made in USA" or words to similar effect in clear readable font, (2) and all individual product display pages containing a "Made in USA" label or text must specifically states "Knife Made in USA" or words to similar effect in clear readable font and in close proximity to, the rest of the product description and must contain on the display page the phrase "Imported Sheath" or words to similar effect in clear readable font and in close proximity to, the rest of the product description.

IV. NOTICE TO THE CLASS

A. Duties of the Settlement Administrator

1. Buck Knives with the approval and consent of Parties shall select the Settlement Administrator to help implement the terms of this Agreement. Following the Court's preliminary

approval of this Agreement and the Court's appointment of the proposed Settlement Administrator, the Settlement Administrator shall disseminate notice to the Class, as specified in the Preliminary Approval Order and in this Agreement, and in order to comply with all applicable laws, including, but not limited to, the Due Process Clause of the Constitution.

2. The Settlement Administrator shall be responsible for, without limitation: (a) e-mailing the Class Notice to all Class Members for which Buck Knives has e-mail addresses; (b) arranging for the publication of the Summary Settlement Notice in relevant and widely circulated publications in California; (c) handling returned e-mail not delivered to Class Members; (d) arranging for banner advertising to be displayed on highly trafficked websites and/or social media geo-targeted to California; (e) sending notice via U.S. Mail to such Class Members for whom Buck Knives has such records; (f) responding to requests for Class Notice; (g) receiving and maintaining on behalf of the Court any Class Member correspondence regarding requests for exclusion and objections to the Settlement; (h) forwarding written inquiries to the Parties or their designee for a response, if warranted; (i) establishing a post office box for the receipt of any correspondence; (j) responding to requests from the Parties' Counsel; (k) establishing a web site to which Class Members may refer for information about the Action and the Settlement; and (l) otherwise implementing and/or assisting with the dissemination of the notice of the Settlement as directed by the Court and/or the Parties. The Settlement Administrator shall be responsible for, without limitation, implementing the terms of the Claim Process and related administrative activities. The Settlement Administrator shall coordinate their activities to minimize costs in effectuating the terms of this Agreement.

3. If the Settlement Administrator makes a material or fraudulent misrepresentation to, or conceals requested material information from the Parties, 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, as applicable, immediately be replaced. If the Settlement Administrator fails to perform adequately on behalf of Buck Knives or the Class, the Parties may agree to remove the Settlement Administrator. The other Party shall not unreasonably withhold consent to remove the Settlement Administrator, but this shall occur only after Buck Knives and Class Counsel have attempted to resolve any disputes regarding the retention or dismissal of the Settlement Administrator in good faith, and, if they are unable to do so, after the matter has been referred to the Court for resolution.

4. The Settlement Administrator may retain one or more persons to assist in the completion of his or her responsibilities.

5. Not later than fourteen (14) calendar days before the date of the Fairness Hearing, the Settlement Administrator shall provide the Parties with a declaration that contains: (a) a list of those persons who have opted out or excluded themselves from the Settlement; (b) a list of the Class Members who have submitted valid and timely Claim Forms; and (c) the details outlining the scope, methods and results of the notice program.

6. The Settlement Administrator shall promptly after receipt provide copies of any requests for exclusion, objections, and/or related correspondence to Class Counsel and Buck Knives' Counsel.

B. Class Notice

1. Dissemination of the E-Mailed Class Notice:

- a. No later than one (5) business days after the entry of the Preliminary Approval Order, Buck Knives shall provide the Settlement Administrator with the e-mail address and mailing address of each reasonably identifiable Class Member, subject to the existence of such information and its current possession, if at all, by Buck Knives.
- b. No later than fourteen (14) calendar days after entry of the Preliminary Approval Order, and subject to the requirements of the Preliminary Approval Order and the Settlement Agreement, the Settlement Administrator shall send the Class Notice by Electronic Mail ("E-Mail") to each reasonably identifiable Class Member's last known E-Mail address, and shall otherwise comply with Fed. R. Civ. P. 23 and any other applicable statute, law, or rule, including but not limited to, the Due Process Clause of the United States Constitution.
- c. No later than twenty-one (21) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator shall send the Summary Settlement Notice by First Class U.S. Mail, proper postage prepaid to each reasonably identifiable Class Member's last known Mail address, subject to the existence of such information as provided by Buck Knives pursuant to Section IV.B.1.a of this Agreement.
- d. No later than thirty-five (35) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator shall: re-mail any Summary Settlement Notices returned by the United States Postal Service with a forwarding address that are received by the Settlement Administrator.

2. Content of the Class Notice: The Claim Form and the Class Notice shall advise Class Members of the following:

- a. General Terms: The Class Notice shall contain a plain and concise description of the nature of the Action, the history of the litigation of the claims, the preliminary certification of the Class, and the proposed Settlement, how the proposed Settlement would provide relief to the Class and Class Members, what claims are released under the proposed Settlement and other relevant terms and conditions.
- b. Opt-Out Rights: The Class Notice shall inform Class Members that they have the right to opt out of the Settlement. The Class Notice shall provide the deadlines and procedures for exercising this right.
- c. Objection to Settlement: The Class Notice shall inform Class Members of their right to object to the proposed Settlement and appear at the Fairness Hearing. The Class Notice shall provide the procedures for exercising these rights.
- d. Fees and Expenses: The Class Notice shall inform Class Members about the amounts being sought by Class Counsel as Attorneys' Fees and Expenses and individual service awards to the Plaintiffs, and shall explain that Buck Knives will pay the fees and expenses awarded to Class

Counsel and the costs of administration in addition to amounts being made available for relief to Class Members and without reducing such relief amounts.

e. Claim Form: The Class Notice shall include the Claim Form, which shall inform any Class Member who has not been identified from Defendant's records that he or she must fully complete and timely return the Claim Form within the Claim Period to be eligible to obtain relief pursuant to this Agreement.

f. Exclusion Form: The Class Notice shall include the Exclusion Form, which shall inform the Class Member that he or she must fully complete and timely return the Exclusion Form within the Claim Period to be excluded from the settlement.

3. The Summary Settlement Notice: The Settlement Administrator shall publish the Summary Settlement Notice no later than fourteen (14) calendar days after entry of the Preliminary Approval Order, and shall substantially complete it no later than seventy-four (74) calendar days after entry of the Preliminary Approval Order as described in the affidavit of the Settlement Administrator, and in such additional newspapers, magazines, and/or other media outlets in California as shall be agreed upon by the Parties.

4. Internet Website: No later than ten (10) calendar days after the entry of the Preliminary Approval Order, and prior to the dissemination of the Class Notice pursuant to Section IV.B.1 to Section IV.C., the Settlement Administrator shall establish an internet website that will inform Class Members of the terms of this Agreement, their rights, dates and deadlines and related information. The website shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Court.

C. Duties of Buck Knives: Within ten (10) calendar days of the filing of the Motion for Preliminary Approval and any renewed Motion for Preliminary Approval, Buck Knives shall serve upon the appropriate State and Federal officials a notice of the proposed settlement in accordance with 28 U.S.C. § 1715(b), and shall otherwise comply with Fed. R. Civ. P. 23 and any other applicable statute, law, or rule.

V. REQUESTS FOR EXCLUSION

A. Any Class Member who wishes to be excluded from the Class must submit an Exclusion Form to the Settlement Administrator via mail at the address provided in the Class Notice, postmarked no later than the final day of the Claim Period or via the settlement website no later than the final day of the Claim Period, or as the Court otherwise may direct. The Settlement Administrator shall forward copies of any written requests for exclusion to Class Counsel and Buck Knives' Counsel. A list reflecting all valid requests for exclusion shall be filed with the Court by the Parties no later than forty-two (42) calendar days before the Fairness Hearing.

B. Any potential Class Member who does not submit a timely Exclusion Form as provided in the preceding Section V.A. shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the Release, in the Action, even if he or she has litigation pending or subsequently initiates litigation against Buck Knives relating to the claims and transactions released in the Action.

VI. OBJECTIONS TO SETTLEMENT

A. Any Class Member who has not submitted a timely Exclusion Form and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses, or the individual awards to Plaintiff, or any other aspect of the Settlement, may file with the Court and submit to the Settlement Administrator via mail at the address provided in the Class Notice, postmarked no later than the final day of the Claim Period, or via the settlement website no later than the final day of the Claim Period, or as the Court otherwise may direct, a written statement of the objection(s), as well as the specific reason(s), if any, for each objection, including any legal support the Class Member wishes to bring to the Court's attention, any evidence or other information the Class Member wishes to introduce in support of the objections, a statement of whether the Class Member intends to appear and argue at the Fairness Hearing, and list the Class Member's purchase(s) of the Subject Products. Class Members may do so either on their own or through an attorney retained at their own expense. Any objection must include proof of purchase for the Subject Products, either submitted with the written statement or provided to the Court and the Settlement Administrator for inspection at the time of an oral objection at the Fairness Hearing. Acceptable proof of purchase includes a cash register receipt, a credit card receipt or a credit card statement that sufficiently indicates the purchase of the "Made in USA" Subject Products. Class Members are encouraged but not required, to submit written objections by no later than the last date of the Claim Period. The Parties shall request that the Court allow any interested party to file a reply to any objection. The Notice will inform Class Members that to facilitate consideration by the Court, they are encouraged to provide objections or an intent to appear at the Fairness Hearing by no later than the last date of the Claim Period.

B. Any Class Member may appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the award of Attorneys' Fees and Expenses or awards to the individual Plaintiff. Class Members or their attorneys who intend to make an appearance at the Fairness Hearing are encouraged, but not required, to deliver a notice of intention to appear to the Settlement Administrator, and file said notice with the Court, no later than the final day of the Claim Period.

C. Any Class Member who fails to comply with the provisions of Sections VI.A. and VI.B. above shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, in the Action.

D. Any Class Member who objects to the Settlement shall be entitled to all of the benefits of the Settlement if this Agreement and the terms contained therein are approved, as long as the objecting Class Member complies with all requirements of this Agreement applicable to Class Members, including the timely submission of Claim Forms and other requirements discussed herein.

VII. RELEASE AND WAIVER

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Order and Final Judgment.

B. "Released Claims":

In consideration of the Settlement benefits described in this Agreement, Plaintiff and the other members of the Class, on behalf of themselves, their heirs, guardians, assigns, executors, administrators, predecessors, and/or successors, will fully, finally and forever release, relinquish, acquit, and discharge the Released Parties from - and shall not now or hereafter institute, maintain or assert on their own behalf, on behalf of the Class, or on behalf of any other person or entity - the claims asserted in any of the Complaints in this Action and/or any claim based on the same factual predicate as any of the claims asserted in any of the Complaints in this Action. For the avoidance of doubt, the Parties intend this class release to extend to the furthest extent allowed by *Hesse v. Sprint Corporation*, 598 F.3d 581 (9th Cir. 2010). Released Claims do not include any claims that cannot be released as a matter of law.

C. Plaintiff represents and warrants that he is the sole and exclusive owner of all claims that he personally is releasing under this Agreement. Plaintiff further acknowledges that he has not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action, including without limitation, any claim for benefits, proceeds or value under the Action, and that Plaintiff is not aware of anyone other than himself claiming any interest, in whole or in part, in the Action or in any benefits, proceeds or values under the Action. Class Members submitting a Claim Form shall represent and warrant therein that they are the sole and exclusive owner of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action, including without limitation, any claim for benefits, proceeds or value under the Action, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Action or in any benefits, proceeds, or values under the Action.

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

E. In addition to the Released Claims, the Named Plaintiff only, agrees to a general release, which includes a release of any unknown claims that he did not know or suspect to exist in his favor at the time of the general release, which, if known, might have affected his Settlement with, and general release of, the Released Parties. With respect to the general release, the Named Plaintiff only stipulate and agree that, upon the execution of this Agreement, and by operation of the Final Judgment, he shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the Civil Code of the State of California, which provides that: "a general release does not extend to claims which

the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.” Named Plaintiff only hereby agrees that the provisions of all such principles of law or similar federal or state laws, rights, rules, or legal principles are hereby knowingly and voluntarily waived, relinquished, and released.

F. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed therein.

G. Plaintiff and Defendant hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included in any Final Order and Final Judgment entered by the Court.

VIII. ATTORNEYS' FEES AND EXPENSES AND INDIVIDUAL PLAINTIFF AWARDS

A. Class Counsel will make and Buck Knives agrees not to oppose, an application for an award of Attorneys' Fees and Expenses in the Action that will not exceed \$100,000 in fees and expenses incurred up to the submission of their expenses to the Court no later than the Fairness Hearing, which shall be the sole aggregate compensation paid by Buck Knives for all Class Counsel representing the Class. In addition to the payments set forth herein in Section III.A. and Buck Knives' full and complete performance of any and all obligations, terms and conditions set forth in the Agreement, Buck Knives shall pay the Attorneys' Fees and Expenses awarded by the Court within fourteen (14) business days after the occurrence of the Final Settlement Date.

B. Class Counsel, in their sole discretion, shall allocate and distribute this award of Attorneys' Fees and Expenses among all of the counsel who have acted on behalf of the Class, all of whom are the Class Counsel.

C. Class Counsel for Plaintiff may petition the Court for Named Plaintiff service award of up to \$7,500. The purpose of such award shall be to compensate the Plaintiff for efforts and risks taken by him on behalf of the Class. Any Named Plaintiff service award made by the Court shall be paid out of the Escrowed Funds, as instructed by Class Counsel, within fourteen (14) business days after the occurrence of the Final Settlement Date.

D. Buck Knives shall not be liable for or obligated to pay any fees, expenses, costs, or disbursements to, or incur any expense on behalf of, any person or entity, either directly or indirectly, in connection with the Actions or this Settlement Agreement, other than the amount or amounts expressly provided for in this Settlement Agreement.

E. Buck Knives will pay its own attorneys' fees and costs incurred in this Action.

IX. PRELIMINARY APPROVAL ORDER, FINAL ORDER, FINAL JUDGMENT AND RELATED ORDERS

A. The Parties shall seek from the Court a Preliminary Approval Order. The Preliminary Approval Order shall, among other things:

1. Certify the Class, approve Plaintiff Rodney Houriani as class representative, and appoint Class Counsel as counsel for the class, pursuant to Fed. R. Civ. P. 23;
 2. Preliminarily approve the Settlement;
 3. Require the dissemination of the Notice and the taking of all necessary and appropriate steps to accomplish this task;
 4. Determine that the notice complies with all legal requirements, including, but not limited to, the Due Process Clause of the United States Constitution;
 5. Schedule a date and time for a Fairness Hearing to determine whether the Preliminary Approval Order should be finally approved by the Court;
 6. Require Class Members who wish to exclude themselves to submit a timely Exclusion Form as directed in the Agreement and Class Notice and that a failure to do so shall bind those Class Members who remain in the Class;
 7. Require Class Members who wish to object to the Agreement to submit an appropriate written statement as directed in the Agreement and Class Notice;
 8. Require attorneys representing individual Class Members, at their own expense, to file a notice of appearance as directed in the Agreement and Class Notice;
 9. Appoint the Settlement Administrator;
 10. Authorize Buck Knives to take all necessary and appropriate steps to establish the means necessary to implement the Agreement;
 11. Issue an order requiring execution of a Confidentiality Agreement, governing Class Members or their counsel who file a motion for access to discovery, in the event that such motion is granted; and
 12. Issue other related orders to effectuate the preliminary approval of the Agreement.
- B. After the Fairness Hearing, the Parties shall seek to obtain from the Court a Final Order and Final Judgment. The Final Order and Final Judgment shall, among other things:
1. Find that the Court has personal jurisdiction over all Class Members, the Court has subject matter jurisdiction over the claims asserted in the Amended Complaint and/or Action, and that venue is proper.
 2. Finally approve the Agreement and Settlement, pursuant to Fed. R. Civ. P. 23;
 3. Finally certify the Class for settlement purposes only;
 4. Find that the notice and the notice dissemination methodology complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;

5. Dismiss the Action with prejudice;
 6. Incorporate the Release set forth in the Agreement and make the Release effective as of the date of the Final Order and Final Judgment;
 7. Authorize the Parties to implement the terms of the Agreement;
 8. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Order and Final Judgment, and for any other necessary purpose; and
 9. Issue related Orders to effectuate the final approval of the Agreement and its implementation.
- C. If necessary, within ten (10) days following the Final Settlement Date, Plaintiff shall file a stipulation of dismissal with prejudice in the Action.

X. MODIFICATION OR TERMINATION OF THIS AGREEMENT

A. The terms and provisions of this Agreement 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 Agreement 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 limit the rights of Class Members under this Agreement.

B. This Agreement shall terminate at the discretion of either Buck Knives or the Plaintiff, through Class Counsel, if: (1) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Agreement or the proposed Settlement that the terminating party in its (or their) sole judgment and discretion reasonably determine(s) is material, including, without limitation, the terms of relief, the findings, or conclusions of the Court, the provisions relating to notice, the definition of the Class, and/or the terms of the Release; or (2) the Court, or any appellate court(s), does not enter or completely affirm, or alters or expands, any portion of the Final Order and Judgment, or any of the Court's findings of fact or conclusions of law, that the terminating party in its (or their) sole judgment and discretion reasonably determine(s) is material. The terminating party must exercise the option to withdraw from and terminate this Agreement, as provided in this Section X, by a signed writing served on the other Parties no later than 20 days after receiving notice of the event prompting the termination. The Parties will be returned to their positions status quo ante.

C. If an option to withdraw from and terminate this Agreement arises under Section X.B. above, neither Buck Knives nor Plaintiff are required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

D. If this Agreement is terminated pursuant to Section X.B., above, then:

1. This Agreement shall be null and void and shall have no force or effect, and no Party to this Agreement shall be bound by any of its terms, except for the terms of Sections X.D. herein;

2. The Parties will petition to have any stay orders entered pursuant to this Agreement lifted;
3. All of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Buck Knives, Plaintiff, or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that neither Party's substantive or procedural rights is prejudiced by the attempted Settlement;
4. Released Parties, as defined in Section II, above, including, without limitation, Buck Knives, expressly and affirmatively reserves all defenses, arguments, and motions as to all claims that have been or might later be asserted in the Action, including, without limitation, the argument that the Action may not be litigated as a class action;
5. Plaintiff and all other Class Members, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of actions or remedies that have been or might later be asserted in the Action including, without limitation, any argument concerning class certification, consumer fraud, and treble or other damages;
6. Neither this Agreement, the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or Class Member pursuant to this Agreement shall be admissible or entered into evidence for any purpose whatsoever;
7. Any Settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Agreement shall be deemed vacated and shall be without any force or effect;
8. Any attorneys' fees and expenses previously paid to Class Counsel shall be returned to Buck Knives; and
9. Notwithstanding the terms of this paragraph, if Settlement is not consummated, Class Counsel may include any time spent in Settlement efforts as part of any statutory fee petition filed at the conclusion of the case, and Buck Knives reserves the right to object to the reasonableness of such requested fees.

XI. GENERAL MATTERS AND RESERVATIONS

A. The obligations of the Parties to conclude the proposed Settlement is and shall be contingent on the following:

1. Entry by the Court of the Final Order and Final Judgment approving the Settlement, from which the time to appeal has expired or which has remained unmodified after any appeal(s); and
2. Buck Knives' payments as set forth in Section III.A. and Section VIII.A. of this Settlement Agreement, and Buck Knives' full and complete performance of any and all obligations, terms and conditions set forth in the Agreement.

B. The Parties and their counsel agree to keep the existence and contents of this Agreement confidential until the date on which the Motion for Preliminary Approval is filed; provided, however, that this section shall not prevent Buck Knives from disclosing such information, prior to the date on which the Motion for Preliminary Approval is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers or attorneys, nor shall it prevent the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of this Agreement.

C. The Parties and their counsel agree that any public statements regarding this Settlement shall be agreed upon by both Parties prior to any release of such statements.

D. Plaintiff and Class Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that neither Plaintiff nor his counsel may disclose it to third parties (other than experts or consultants retained by Plaintiff in connection with this case); that it not be the subject of public comment; that it not be used by Plaintiff or Class Counsel in any way in this litigation should the Settlement not be achieved, and that it is to be returned if a Settlement is not concluded; provided, however, that nothing contained herein shall prohibit Plaintiff from seeking such information through formal discovery if not previously requested through formal discovery or from referring to the existence of such information in connection with the Settlement of this litigation.

E. All information marked as "Confidential" provided by Buck Knives to Plaintiff, Class Counsel, or any individual Class Member, counsel for any individual Class Member and/or administrators, pursuant to the implementation of this Agreement or by Court Order, constitutes trade secrets and highly confidential and proprietary business information and shall be deemed "Confidential" pursuant to the protective order that has been or will be entered in the Action, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon Buck Knives' request, be promptly returned to Buck Knives' Counsel, and there shall be no implied or express waiver of any privileges, rights, and defenses.

F. Within ninety (90) days after the Final Settlement Date (unless the time is extended by agreement of the Parties), Class Counsel, and any expert or other consultant employed by them in such capacity or any other individual with access to documents provided by Buck Knives to Class Counsel shall either: (i) return to Buck Knives' Counsel, all such documents and materials (and all copies of such documents in whatever form made or maintained) produced by Buck Knives in the Action and any and all handwritten notes summarizing, describing, or referring to such documents; or (ii) certify to Buck Knives' Counsel that all such documents and materials (and all copies of such documents in whatever form made or maintained) produced by Buck Knives in the Action and any and all handwritten notes summarizing, describing, or referring to such documents have been destroyed; provided, however, that this section shall not apply to any documents made part of the record in connection with a Claim, nor to any documents made part of a Court filing, nor to Class Counsel's work product. Buck Knives' Counsel agrees to hold all documents returned by Class Counsel, and any expert or other consultant or any other individual employed by Class Counsel in such capacity with access to documents provided by Buck Knives, until six months after the distribution of the Escrowed Funds to Class Members who

submitted acceptable Claim Forms. Six months after the distribution of the Escrowed Funds to Class Members who submitted acceptable Claim Forms, the Settlement Administrator shall return all documents and materials to Buck Knives and/or Class Counsel that produced the documents and materials, except that it shall destroy any and all Claim Forms, including any and all information and/or documentation submitted by Class Members.

G. Buck Knives' execution of this Agreement shall not be construed to release - and Buck Knives expressly does not intend to release - any claim Buck Knives may have or make against any insurer for any cost or expense incurred in connection with this Settlement, including, without limitation, for attorneys' fees and costs.

H. Plaintiff represents and certifies that: (1) he has agreed to serve as representative of the Class proposed to be certified herein; (2) he is willing, able, and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact finding; (3) he has read the substantive pleadings in the Action, including the complaint and/or the Amended Complaints, or have had the contents of such pleadings described to him; (4) he is familiar with the results of the fact-finding undertaken by Class Counsel; (5) he has been kept apprised of settlement negotiations among the Parties, and has either read this Agreement, including any exhibits attached hereto, or has received a detailed description of it from Class Counsel and he has agreed to its terms; (6) he has consulted with Class Counsel about the Action and this Agreement and the obligations imposed on representative of the Class; and (7) he shall remain and serve as representative of the Class until the terms of this Agreement are effectuated, this Agreement is terminated in accordance with its terms, or the Court at any time determines that said Plaintiff cannot represent the Class.

I. Buck Knives represents and warrants that the individual(s) executing this Agreement is authorized to enter into this Agreement on behalf of Buck Knives.

J. This Agreement, complete with any exhibits, sets forth the sole and entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Class Counsel and Buck Knives' Counsel on behalf of Buck Knives. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed in this Agreement exist among or between them and that in deciding to enter into this Agreement, they rely solely upon their judgment and knowledge. This Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Agreement.

K. This Agreement and any amendments thereto shall be governed by and interpreted according to the law of the State of California, notwithstanding its conflict-of-laws provisions.

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

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

1. If to Buck Knives, then to: Stephen J. Tully, Trang T. Tran, Nicholas D. Lauber GARRETT & TULLY, P.C., 4165 E. Thousand Oaks Blvd., Suite 201 Westlake Village, California 91362 Telephone: (805) 446-4141 Facsimile: (805) 446-4135 E-Mail: stully@garrett-tully.com and ttran@garrett-tully.com and nlauber@garrett-tully.com.

2. If to Plaintiff, then to: David R. Greifinger and Calvin A. Marshall LAW OFFICES OF DAVID R. GREIFINGER 15515 W. Sunset Boulevard, Unit 214 Telephone: (424) 330-0193 Facsimile: (831) 920-4864 E-Mail: tracklaw@me.com and calvin@greifingerlaw.com and John A. Marshall MARSHALL & ASSOCIATES 26565 W. Agoura Road, Suite 200 Calabasas, CA 91302 Telephone: (818) 617-9337 E-Mail: john@marshallbusinesslaw.com

N. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a court recognized holiday, in which event the period shall run until the end of the next day that is not one of the aforementioned days.

O. 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 Agreement.

P. The Class, Plaintiff, Class Counsel, Buck Knives and/or Buck Knives' Counsel shall not be deemed to be the drafter of this Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter or otherwise resort to the contra proferentem canon of construction. All Parties agree that this Agreement was drafted by counsel for the Parties during extensive arm's 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 Agreement was made or executed.

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

R. Plaintiff expressly affirms that the allegations contained in the Amended Complaint were made in good faith and have a basis in fact, but considers it desirable for the Action to be settled

and dismissed because of the substantial benefits that the proposed Settlement will provide to Class Members.

S. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Agreement.

T. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Agreement.

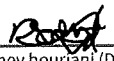
U. If one Party to this Agreement considers another Party to be in breach of its obligations under this Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Agreement.

V. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking Court approval of this Settlement Agreement and to use their best efforts to effect the prompt consummation of this Agreement and the proposed Settlement.

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

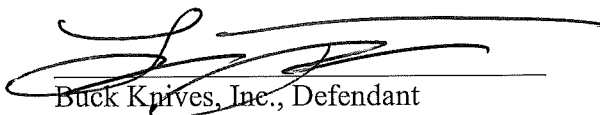
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first specified above.

Date: December 08, 2021



rodney houriani (Dec 8, 2021 10:15 PST)
Rodney Houriani, Plaintiff

Date: December 8, 2021



Buck Knives, Inc., Defendant
By: Lane Tobiassen, CEO

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APPROVED AS TO FORM:

Date: December 08, 2021

LAW OFFICES OF DAVID R.
GREIFINGER



David R. Greifinger
Calvin A. Marshall

MARSHALL AND ASSOCIATES
John A. Marshall

Attorneys for Plaintiff, Rodney Houriani

Date: December 08, 2021

GARRETT & TULLY, PC



Stephen J. Tully
Trang T. Tran,
Nicholas D. Lauber
Attorneys for Defendant, Buck Knives, Inc.