CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into by and between the following parties: Plaintiffs Jeffrey Fouse and Brianna Miller, individually and on behalf of the Settlement Class ("Plaintiffs" and/or "Class Representatives"), and Defendant E. Mishan & Sons, Inc. ("Defendant"). In consideration of the mutual covenants and promises set forth herein, including the full, complete, and final settlement of the Action, entry of the Final Approval Order and the Judgment, and the Releases set forth herein, and subject to the Court's approval, the Parties agree as follows.

I. DEFINITIONS

As used in this Agreement and all related documents, the following terms have the following meanings:

A. "Action" means the civil action entitled *Fouse, et al. v. E. Mishan & Sons, Inc.* which was filed in the Superior Court for the State of California, County of Riverside, on September 8, 2025, Case No. CVRI2505343.

B. "Agreement," "Settlement Agreement," and "Settlement" means this Class Action Settlement Agreement and Release (including all recitals, exhibits, and attachments hereto).

C. "Authorized Claimant" means any Settlement Class Member who timely submits a Valid Claim.

D. "Business Day(s)" means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government. Unless otherwise stated, all references to "days" mean calendar days, not Business Days.

E. "Claims Deadline" means the date by which all Claim Forms must be postmarked or submitted online through the Settlement Website to be considered timely. The Claims Deadline shall be 60 days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice, the Claim Form, and the Court's order granting Preliminary Approval.

F. "Claim Form" means the Court-approved form attached as **Exhibit A**. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by

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Settlement Class Members who wish to file a claim pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website.

G. "Class Counsel" means Shireen M. Clarkson and Ryan J. Clarkson of Clarkson Law Firm, P.C.

H. "Class Period" means September 8, 2021, through the entry of the Preliminary Approval Order relating to this Agreement.

I. "Complaint" means the Complaint filed in this Action on September 8, 2025, in the Superior Court for the State of California, County of Riverside.

J. "Court" means the Superior Court for the State of California, County of Riverside.

K. "Products" means all Gotham Steel, Granite Stone, and Bell & Howell brand cookware products with stainless steel components, including, but not necessarily limited to, all variations and sizes of these brands' skillets, frying pans, sauté pans, pasta pots, stock pots, saucepans, griddles, grill pans, and cookware sets.

L. "Effective Date" means the later of: (i) if no objection is raised to the Settlement, the date on which the Final Approval Order and the Judgment are entered; (ii) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order or the Judgment; (iii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order and the Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iv) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order or the Judgment.

M. "Final Approval Hearing" means the hearing scheduled to take place after the expiration of the Claim Deadline to: (a) determine the fairness, reasonableness, and adequacy of the Settlement Agreement pursuant to the California Code of Civil Procedure and whether to issue the Final Approval Order and the Judgment; (b) consider any timely objections to this Settlement

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and the Parties' responses thereto; and (c) rule on any applications for attorneys' fees, costs, and/or service awards.

N. "Final Approval Order and Judgment" means the order, in which the Court grants final approval of this Agreement and authorizes the entry of the final Judgment, and the judgment entering final judgment in the Action, substantially in the form of **Exhibit G** attached hereto.

O. "Long Form Notice" means the Court-approved long form notice of settlement, substantially in the form attached hereto as **Exhibit C**.

P. "Notice Date" means 21 days after the entry of the Preliminary Approval Order. The Settlement Administrator will commence the Notice Plan on the Notice Date.

Q. "Notice Plan" means the plan of providing notice of the Settlement Agreement to the Settlement Class, as approved by the Court in its Preliminary Approval Order.

R. "Objection/Exclusion Deadline" means the date by which Settlement Class Members must submit any objection to the Settlement or any Request for Exclusion to the Settlement Administrator. The Objection/Exclusion Deadline shall be 60 days after the Notice Date.

S. "Parties" means Plaintiffs and Defendant.

T. "Person" means any individual, proprietorship, corporation, partnership, association, trustee, unincorporated association, or any other type of legal entity, except a governmental entity.

U. "Preliminary Approval Order" means the order, substantially in the form of **Exhibit F** attached to this Agreement, in which the Court grants its preliminary approval to the Agreement, conditionally certifies the Settlement Class, approves and authorizes notice to the Settlement Class, appoints the Settlement Administrator, and sets a Final Approval Hearing.

V. "Released Parties" means Defendant and its present and former parent companies, subsidiaries, shareholders, affiliates, officers, directors, employees, agents, attorneys, insurers, successors, and retailers, and any and all other entities or persons upstream and downstream in the production/distribution channels.

W. "Releasing Parties" means Plaintiffs and Settlement Class Members, and each of their heirs, estates, trustees, principals, beneficiaries, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns and/or

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anyone claiming through them or acting or purporting to act for them or on their behalf.

X. "Request for Exclusion" means a Settlement Class Member's request to be excluded from the Settlement.

Y. "Released Claims" means any and all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, accrued or unaccrued, arising under common law, regulatory law, statutory law, or otherwise, including but not limited to unjust enrichment, breach of warranty express or implied, violation of California Civil Code §§ 1750 *et seq*., California Business and Professions Code Sections §§ 17200 *et seq*. and 17500 *et seq*., California Safer Food Packaging and Cookware Act of 2021, California Health & Safety Code §§ 109010 *et seq*., Colo. Rev. Stat. § 6-1-101 *et seq.*, Colo. Rev. Stat. § 25-15-604, and all related claims for damages (whether compensatory or punitive), restitution, disgorgement of profits, injunctive and declaratory relief, arising during the Class Period, and arising out of or relating to the advertising, packaging, labeling, marketing, promotion, sale or distribution of the Products using claims similar to "Healthy, Non-Toxic Ceramic Cookware & Bakeware," "Cookware for a Healthy Lifestyle," "Non-toxic," "Safe," "Free from PFOA, PFOS, PTFE, BPA, lead, and cadmium," "Cook healthy," "Made without PFOA PTFE PFOS," "Metal Utensil Safe," "Dishwasher Safe," "Oven safe up to 500° F," "Safe Use," "Toxin Free," "PFOA Free," and alleged omissions relating to the Products containing toxic metals (including chromium, iron, nickel, lead, and cadmium), PFOA, PFAS, PTFE, or PFOS, and including all claims which were alleged or which could have been alleged by Plaintiffs, the Settlement Class and/or any Settlement Class Member against the Released Parties in the Action, or any other legal action, whether those claims are asserted individually or on a class-wide basis. However, Released Claims expressly excludes claims for personal injury, and does not include claims relating to the enforcement of the Settlement.

Z. "Settlement Administrator" means Fidexis Group, the administrator agreed upon by the Parties that will be submitted for Court appointment. The Settlement Administrator will carry out the Notice Plan and administer the settlement claims, objections, and exclusions, if any. The Settlement Administrator shall take all reasonable steps to identify and reject fraudulent claims.

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Nothing in this Settlement Agreement shall prohibit the Settlement Administrator from engaging fraud detection vendors to assist in identifying fraudulent claims.

AA. "Settlement Class" means all Persons who purchased the Products other than for resale in California or Colorado within the Class Period. Excluded from the Class are: (1) the presiding judge(s) in the Action; (2) any member of those judges' immediate families; (3) Defendant; (4) any of Defendant's subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; (5) counsel for the Parties; and (6) any Persons who validly and timely opt-out of the Settlement.

BB. "Settlement Class Member" means any member of the Settlement Class.

CC. "Summary Notice" means the Court-approved notice attached as **Exhibit B**.

DD. "Valid Claim" means a claim for reimbursement timely submitted by a Settlement Class Member that satisfies all the criteria to qualify for reimbursement established by the Parties' Counsel and the Settlement Administrator.

II. RELEASE

A. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, the Releasing Parties shall fully release and discharge the Released Parties from the Released Claims.

B. After entering into this Settlement Agreement, Plaintiffs and Settlement Class Members may discover facts other than, different from, or in addition to, those that they know or believe to be true with respect to the claims released by this Settlement Agreement. The Released Claims include known and unknown claims relating to the Action, and this Settlement Agreement is expressly intended to cover and include all such injuries or damages, including all rights of action thereunder. With respect to the Released Claims, Plaintiffs and Settlement Class Members hereby expressly, knowingly, and voluntarily waive any and all provisions, rights, and benefits conferred by any statute, rule, and legal doctrine similar, comparable, or equivalent to the following, including Section 1542 of the California Civil Code, which states:

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

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OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

In connection with such waiver and relinquishment, Plaintiffs and the Settlement 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, foreseen or unforeseen, that they have against the Released Parties. Upon the Effective Date, the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members. Settlement Class Members expressly agree that this Release and the Final Approval Order and the Judgment, are, will be, and may be raised as a complete defense to, and will preclude, any action or proceeding specified in, or involving claims encompassed by, this Release.

C. To the extent that Plaintiffs or Settlement Class Members have initiated, or caused to be initiated, any suit, action, or proceeding not already encompassed by the Action, Settlement Class Members shall promptly cause their claims in any such suit, action, or proceeding to be dismissed with prejudice. If a Settlement Class Member commences, files, initiates, or institutes any legal action or other proceeding for any Released Claim against any Released Party in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or other proceeding shall be dismissed with prejudice.

D. Class Counsel shall reasonably cooperate with the Released Parties to ensure that the release set forth in the Final Approval Order and the Judgment is given its full force and effect (including by seeking the inclusion of the releases in the Final Approval Order and the Judgment) and to ensure that Releasing Parties comply with their obligations set forth in this Settlement Agreement.

III. CONSIDERATION TO THE SETTLEMENT CLASS

A. Monetary compensation. Settlement Class Members who submit a valid Claim Form substantiated by an attestation under penalty of perjury to their purchase of a Product in California or Colorado during the Class Period, together with any additional information requested by the

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Settlement Administrator on the Claim Form or otherwise, shall be entitled to $6.00 per Product purchased, up to a maximum of two (2) units per household.

1. All claims must be submitted to the Settlement Administrator using the Claim Form by mail or at the Settlement Website by the Claims Deadline. The Settlement Administrator shall disqualify claims originating from websites or other sources that contain false information and/or encourage fraudulent claims. Settlement Class Members may not submit Claim Forms through any third-party claims filing service (including those that take a "cut" and/or charges a fee directly or indirectly for claims submitted on behalf of the Settlement Class Member); the Settlement Administrator shall reject all Claim Forms submitted through such service.

2. Only one Claim Form may be submitted per household.

3. Claim Forms that do not meet the requirements set forth in this Settlement Agreement and/or in the Claim Form instructions shall be rejected. Where a good faith basis exists, the Settlement Administrator may reject a Claim Form based on, among other reasons, incompleteness, lack of a signature, illegibility, fraud, or untimeliness.

4. All checks issued by the Settlement Administrator to Authorized Claimants shall remain valid for 90 days.

B. Changes to Advertising & Marketing: Within 180 days after the Effective Date Defendant shall conform with the requirements of California Health & Safety Code Section 109011. Specifically, Defendant shall visibly and legibly disclose on Product labels made 180 days after the Effective Date, and on the online product page, "This product contains: iron, chromium, and nickel", and shall include on the product label a statement, in both English and Spanish, that reads: "For more information about chemicals in this product, visit", followed by both of the following: (1) an internet website address for a web page that discloses that the Products contain iron, chromium, and nickel; (2) a quick response (QR) code or other machine-readable code, consisting of an array of squares, used for storing an internet website that provides the information in (1). This provision shall expire the earlier of three years from the Effective Date, or such date that there is a change in the law permitting the labels. Defendant shall reserve the right to adjust the labels to comply with existing law, regulatory guidance, and/or directions from any regulatory authorities.

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IV. ATTORNEYS' FEES & SERVICE AWARD

A. Service Award for Class Representative: Class Counsel agrees that they will apply to the Court for service awards to the Class Representatives, Jeffrey Fouse and Brianna Miller, in amounts not to exceed $2,500 each, for their participation as the Class Representatives, for taking on the risks of litigation. Defendant agrees not to oppose Class Representatives' motion for a service award, provided the requested service award does not exceed the amount set forth herein. Defendant shall pay the lesser of $2,500 or the service award amount authorized by the Court to the Settlement Class Representatives in the timeline described below. The Parties agree that the decision whether or not to award any such payment, and the amount of that payment, rests in the exclusive discretion of the Court.

B. Attorneys' Fees and Costs: Class Counsel shall apply to the Court, no later than 46 days after the Notice Date, for an award of reasonable attorneys' fees, costs, and litigation expenses. Defendant shall retain the right but has no obligation to oppose the motion for attorneys' fees, costs, and litigation expenses. The amount of the attorneys' fees and expenses ordered by the Court shall be the sole monetary obligation for attorneys' fees and expenses to be paid by Defendant pursuant to the Settlement. Plaintiffs, Settlement Class Members, and Class Counsel expressly release Defendant from any such payments for attorneys' fees and costs that otherwise may be due by operation of law or otherwise. Plaintiffs, Class Counsel, and Settlement Class Members agree that Defendant shall not pay, nor be obligated to pay, any sum in excess of any amount awarded by the Court.

C. Timing of Payment of Attorneys' Fees & Service Award. Defendant shall pay the amount of attorneys' fees, costs, and litigation expenses awarded by the Court, and any service award, to Class Counsel no later than thirty (30) days after entry of (a) an order awarding the same; and (b) entry of the Final Approval Order and the Judgment, provided that Class Counsel agrees to repay such amount if the Final Approval Order or the Judgment is reversed, vacated, modified and/or remanded for further proceedings or otherwise disposed of in any manner other than one resulting in an affirmance of the Final Approval Order and the Judgment (other than on the issue of attorneys' fees, costs, and litigation expenses and/or the service award), or if this Agreement is terminated

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according to its terms. If any of those triggering events occurs, then Class Counsel shall, within 30 days of such events, repay to Defendant the full amount of any award of attorneys' fees, costs, and litigation expenses, and any service award, paid by Defendant to Class Counsel pursuant to this Agreement.

D. If the attorneys' fees, costs, and litigation expenses awarded to Class Counsel by the Court or the service award to Plaintiffs are reduced after entry of the Final Approval Order or the Judgment, Class Counsel shall repay to Defendant the difference between the amount paid by Defendant to Class Counsel and the amount of the final reduced award no later than 30 days following entry of the final, non-appealable order reducing the award.

V. TERMINATION

A. In the event the terms or conditions of this Settlement Agreement are modified by (or to comply with) any court order as described herein, Plaintiffs or Defendant may, in their respective discretion, to be exercised within fourteen (14) days after such modification, declare this Settlement Agreement null and void. For purposes of this Section V.A, modifications include any modifications (1) to the definition of the Settlement Class, Settlement Class Members, Releasing Parties, Released Parties, or Released Claims; or (2) to the terms of the Settlement consideration described in Section III; or (3) that materially change the requirements for approval of a Claim; or (4) that materially change the proposed Notice Plan, including methods of distributing notice to the Settlement Class. In the event of qualifying modification by any court, and in the event the Parties do not exercise their unilateral option to withdraw from this Settlement Agreement pursuant to this Section V.A, the Parties shall meet and confer within twenty-one (21) days of such a court order to attempt to reach an agreement as to how best to effectuate the court ordered modification and preserve their Settlement.

B. The Parties agree that the effectiveness of this Settlement Agreement is not contingent upon the Court's approval of any attorneys' fees or expenses or a service award to Plaintiff. If the Court declines to approve, in whole or in part, a request for attorneys' fees or expenses or a service award to Plaintiffs, all remaining provisions in this Settlement Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal

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of any decision by the Court, concerning the payment of attorneys' fees or expenses or a service award to Plaintiffs, or the amount thereof, shall be grounds for cancellation, termination, or modification of this Settlement Agreement.

C. Defendant shall have the right, in its sole discretion, to terminate this Agreement if, prior to the date of the Final Approval Order and the Judgment, more than a specified number of Persons have submitted timely and valid Requests for Exclusion from the Settlement Class, as agreed to by the Parties and attached as **Exhibit H** and submitted to the Court for *in camera* review. If Defendant elects to terminate this Agreement under this Section V.C, then Defendant must provide written notice via email to Class Counsel within fourteen (14) days after the Settlement Administrator provides the final total of Settlement Class Members who submitted valid Requests for Exclusion from the Settlement.

D. If this Agreement is terminated pursuant to its terms, disapproved by the Court or any appellate court with jurisdiction over the Settlement, not consummated for any reason, or the Effective Date for any reason does not occur, then: (i) this Agreement shall be rendered null and void; (ii) this Agreement and all negotiations and proceedings relating hereto shall be of no force or effect, and without prejudice to the rights of the Parties and Settlement Class Members, and will not be used in this Action or in any other proceeding for any purpose; (iii) any judgment shall be automatically vacated upon notice of same to the Court; (iv) the Parties expressly and affirmatively reserve all rights, defenses, and arguments 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; and (v) all Parties shall be deemed to have reverted to their respective status in the Action as of the date and time immediately preceding the filing of this Agreement and, except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Agreement and any related orders had never been executed, entered into, or filed, except that the Parties shall not seek to recover from one another any costs incurred in connection with this Settlement (except that Class Counsel shall be required to repay to Defendant any attorneys' fees and costs pursuant to Section IV.C-D, and Defendant shall be obligated to pay all the Settlement Administrator notice related expenses already incurred).

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VI. ADMINISTRATION OF SETTLEMENT

A. The Settlement Administrator's duties to administer the settlement include: (1) preparing and publishing class notice; (2) establishing and maintaining the Settlement Website for notification and Claim Form distribution; (3) establishing a toll-free telephone number to provide Settlement Class Members with information about the Settlement; (4) responding to inquiries from Settlement Class Members; (5) receiving and independently reviewing the Claim Forms submitted by Settlement Class Members for the purpose of verifying any amounts due to Authorized Claimants; (6) receiving and serving upon Class Counsel and Defendant's counsel any written objections or Requests for Exclusion; (7) reporting, in summary or narrative form, to Class Counsel, Defendant's Counsel, and the Court, regarding the completion of its tasks identified within this Agreement; and (8) carrying out other related tasks in accordance with the terms of this Agreement, including printing and sending the settlement checks to Settlement Class Members.

B. The Settlement Administrator shall receive, process, and make determinations regarding all Claim Forms as promptly as possible and as Claim Forms are received. On a weekly basis, and continuing until the Settlement Administrator's claims-processing work concludes, the Settlement Administrator shall provide Class Counsel and Defendant with a spreadsheet that contains information sufficient to determine: (a) the number of Settlement Class Members that submitted a Claim Form; (b) the number of submitted Claim Forms that are valid and timely, and the number that are not; (c) the number of submitted Claim Forms the Settlement Administrator intends to treat as Valid Claims; and (d) the number of submitted Claim Forms the Settlement Administrator has denied. These weekly reports shall not contain the names, email addresses, mailing addresses, or other personal identifying information of the Settlement Class Members. Defendant shall pay the Settlement Administrator's notice and settlement administration costs.

C. Distribution of Settlement Payments to Authorized Claimants: Upon completion of its calculation of payments, and within fourteen (14) days following the Claims Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a report listing the amount of all settlement payments to be made to each Authorized Claimant.

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D. Issuance of Settlement Proceeds: The Settlement Administrator is responsible for issuing the settlement payments to Authorized Claimants. Claim payments shall be made by the Settlement Administrator within twenty-one (21) calendar days of the Effective Date.

VII. NOTICE TO SETTLEMENT CLASS

A. Pursuant to the Court's Preliminary Approval Order, the Settlement Administrator shall provide the Settlement Class with notice of the settlement pursuant to an agreed upon Notice Plan, including:

1. Settlement Website: On the Notice Date, the Settlement Administrator shall display the Long Form Notice and downloadable Claim Forms and other settlement and case documents at the Settlement Website. The Settlement Website shall be maintained by the Settlement Administrator until 90 days after the Effective Date. The Parties shall meet and confer and agree upon the domain name of the Settlement Website.

2. Internet Ads: The Settlement Administrator shall use internet advertisements, with the content, quantity, and frequency to be agreed among the Parties, as described in the Notice Plan.

3. Publication: The Settlement Administrator shall use published notice in a quantity and frequency agreed among the Parties and set forth in the Notice Plan.

4. Email Notice: The Settlement Administrator shall cause the Summary Notice to be emailed to all Settlement Class Members for whom Defendant can reasonably locate email contact information, substantially in the form attached as **Exhibit B.**

5. Toll-Free Telephone Support: The Settlement Administrator shall establish a toll-free telephone line to provide Class Members with (a) general information about the litigation and the Settlement; (b) frequently asked questions and answers. This phone line shall remain active until 90 days after the Effective Date.

B. Declaration of Compliance: The Settlement Administrator shall provide the Parties with a declaration attesting to completion of the notice process set forth in this section, to be filed as an exhibit to Plaintiffs' Motion for Final Approval.

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VIII. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT

A. Objections: Only Settlement Class Members, on their own behalf and not on behalf of any other Person, may object to the Settlement. Those who wish to object to the Settlement must do so in writing to the Settlement Administrator, using the Objection Form attached as **Exhibit D**. Written objections must be made under penalty of perjury and include: (1) the case name and number of the Action; (2) the full name, address, telephone number, and email address of the objecting Settlement Class Member and, if represented by counsel, of their counsel; (3) a declaration under penalty of perjury that the objector purchased a Product other than for resale in California or Colorado within the Class Period; (4) the basis of the objection, including any legal and factual material in support of the objection, and any supporting papers, materials, or briefs the objector wishes the Court to consider when reviewing the objection; (5) a statement of whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; and (6) the objector's signature.

1. Objections must be postmarked or submitted online at the Settlement Website on or before the Objection/Exclusion Deadline. Settlement Class Members who fail to timely file and serve a written objection in the manner specified in this Section shall be deemed to have waived any objections and shall be foreclosed from making any objection or seeking review (whether by appeal or otherwise) of the Settlement.

2. Class Counsel and/or Defendant may, at least seven (7) court days (or such other number of days as the Court shall specify) before the Final Approval Hearing, file any responses to any objections.

B. Procedure for Requesting Exclusion: Settlement Class Members who wish to opt out of this Settlement must submit a written Request for Exclusion to the Settlement Administrator, using the form attached as **Exhibit E,** that is postmarked or submitted on the Settlement Website by the Objection/Exclusion Deadline. The written Request for Exclusion must include: (1) the case name and number of the Action; (2) the full name, address, telephone number, and email address of the Person seeking exclusion; (3) a declaration under penalty of perjury that the Person

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seeking exclusion purchased a Product other than for resale in California or Colorado within the Class Period; (4) a statement clearly indicating the Person's intent to be excluded from the Settlement; and (5) the Person's signature. The Request for Exclusion shall request exclusion only for that one Person whose personal signature appears on the request.

1. Requests for Exclusion that do not include all required information and/or that are not submitted on a timely basis, will be deemed null, void, and ineffective. Requests for Exclusion seeking exclusion on behalf of more than one Person shall be deemed invalid by the Settlement Administrator. Any Settlement Class Member who properly opts out of the Settlement Class using this procedure will not be entitled to any relief, will not be bound by the Settlement, and will not have any right to object, appeal, or comment thereon. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement and any final judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement.

C. Notice of Objections and/or Requests for Exclusion: The Settlement Administrator shall: (1) date stamp all original Requests for Exclusion and objections it receives; and (2) serve copies of same on Class Counsel and Defendant's counsel on a weekly basis, along with a report summarizing the number of valid and invalid objections and Requests for Exclusion. The Settlement Administrator shall inform Class Counsel and Defendant's counsel of any such requests that were untimely submitted.

D. No Solicitation of Settlement Objections or Exclusions: At no time will any of the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Members to object to the Settlement or request exclusion from the Settlement, or encourage any Settlement Class Member to appeal from the final judgment.

IX. DUTIES OF THE PARTIES PRIOR TO FINAL COURT APPROVAL

A. Promptly upon execution of this Agreement, Plaintiffs shall file a Motion for Preliminary Approval seeking the entry of a Preliminary Approval Order in the form of **Exhibit F**. Plaintiffs' Motion for Preliminary Approval shall be in a form agreed to by Defendant.

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B. Until the Preliminary Approval Order is entered, the Parties agree to a stay of all litigation proceedings against the Releasing Parties and Released Parties, and the Parties and their respective counsel shall not in any way subsequently argue that the Released Parties or Releasing Parties have failed to comply with their litigation obligations in any respect by reason of the Released Parties' or Releasing Parties' suspension of litigation efforts following the execution of this Settlement Agreement. Upon entry of the Preliminary Approval Order, all proceedings in this Action, other than the proceedings necessary to effectuate this Settlement Agreement, shall be stayed and suspended until further notice of the Court.

C. Plaintiffs will file a Motion for Final Approval pursuant to the deadline set in the Court's Preliminary Approval Order in a form agreed to by Defendant. The Motion for Final Approval shall seek entry of the Final Approval Order and the Judgment in the form of **Exhibit G.**

X. PARTIES' AUTHORITY

The signatories represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions. All Parties represent and warrant that they are agreeing to the terms of this Settlement Agreement and have discussed the contents of this Settlement Agreement with their attorneys, and that the terms and conditions of this document are fully understood and voluntarily accepted. Each Party to this Settlement Agreement warrants that they are acting upon their independent judgment and not in reliance upon any warranty or representation, express or implied, of any nature or any kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

XI. MUTUAL FULL COOPERATION

A. The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to execution of such documents and the taking of such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement, including by seeking entry of the Preliminary Approval Order, Final Approval Order, and Judgment.

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B. Defendant agrees that it will not attempt to discourage Settlement Class Members from filing claims.

C. The Parties and their counsel agree not to make disparaging public statements about each other and/or their counsel, or related to the Settlement and/or the Action, although they are free to respond in a truthful and non-disparaging manner to inquiries regarding the Settlement and/or the Action. The Notice Plan will be facilitated exclusively by the Settlement Administrator pursuant to the Notice Plan.

XII. NO ADMISSION

This Agreement is not to be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all liability for claims asserted in the Action. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document and shall pursuant to California Evidence Code Sections 1151 and 1152 be inadmissible in evidence in any proceeding between the Parties in order to establish liability. The preceding sentence shall not apply to an action or proceeding to approve or enforce this Agreement.

XIII. ENFORCEMENT AND DISPUTE RESOLUTION

The Court shall retain exclusive and continuing jurisdiction over all Parties, Settlement Class Members, the Action, and this Settlement Agreement to resolve any suit, action, proceeding, case, controversy, or dispute that may arise regarding this Settlement Agreement, the application of the Release, any other matters regarding implementation of the Settlement, or in relation to this Action, including any dispute regarding validity, performance, interpretation, administration, enforcement, enforceability, or termination of the Settlement Agreement ("Disputes"). The Parties, and each Settlement Class Member, hereby irrevocably submit to the exclusive jurisdiction and venue of the Court for resolution of Disputes, and irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court, or that the Court is in any way an improper venue or an inconvenient forum. To the extent there are any Disputes between the Parties and/or Settlement Class Members, they shall meet and

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confer within 30 days of the Dispute arising before raising the Dispute with the Court. Class Counsel shall represent Settlement Class Members in the meet and confer process regarding any Dispute.

XIV. NOTICES TO PARTIES

Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be in writing and shall be deemed to have been given as of the third Business Day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

For Plaintiffs and the Settlement Class:	For Defendant:
Shireen M. Clarkson, Esq. Ryan J. Clarkson, Esq. **CLARKSON LAW FIRM, P.C.** 22525 Pacific Coast Highway Malibu, CA 90265 rclarkson@clarksonlawfirm.com sclarkson@clarksonlawfirm.com	Christopher Chorba, Esq. Jeremy Smith, Esq. Derek K. Kraft, Esq. **GIBSON, DUNN & CRUTCHER LLP** 333 South Grand Avenue Los Angeles, CA 90071 cchorba@gibsondunn.com jssmith@gibsondunn.com dkraft@gibsondunn.com

XV. CONSTRUCTION

The Parties agree that the terms and conditions of this Agreement are the result of arm's length negotiations between the Parties, and that the Agreement was jointly drafted by the Parties. Plaintiffs, Settlement Class Members, and Defendant shall not be deemed to be the drafters of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter or otherwise resort to the contra proferentem canon of construction. Accordingly, this Settlement Agreement should not be construed in favor of or against one Party as the drafter, and the Parties agree that the provisions of any laws or common law construing ambiguities against the drafter shall have no application.

In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa), and the use of the masculine includes the feminine (and vice-versa).

XVI. MATERIAL TERMS; CAPTIONS

Each term of this Agreement is a material term of the Agreement not merely a recital, and reflects not only the intent and objectives of the Parties but also the consideration to be exchanged

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by the Parties hereunder. Section titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

XVII. NO WAIVER

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

XVIII. INTEGRATION CLAUSE

This Agreement contains the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, and whether by a party or such party's legal counsel, are extinguished.

XIX. AMENDMENTS

The terms and provisions of this Agreement may be amended only by a written agreement, which is both (1) signed by the Parties who have executed this Agreement and (2) approved by the Court. Notwithstanding the foregoing, after entry of the Final Approval Order and the 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 approval by the Court if such changes are consistent with the Court's Final Approval Order and the Judgment and do not materially limit the rights of Settlement Class Members under this Agreement.

XX. GOVERNING LAW

This Agreement shall be governed by, construed under, and interpreted and the rights of the Parties determined in accordance with, the laws of the State of California, irrespective of the State of California's choice of law principles.

XXI. BINDING ON ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties, the Settlement Class Members, and the Released Parties, including their respective heirs, trustees, executors, administrators, successors, and assigns, and including any corporation, partnership, or other entity into or with which any Defendant or Released Party hereto may merge, consolidate, or reorganize, each of which is entitled to enforce this Settlement Agreement.

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XXII. COUNTERPARTS

This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class.

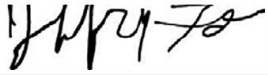
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IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates indicated below:

CLASS REPRESENTATIVES AND SETTLEMENT CLASS COUNSEL:

DATED: April 8, 2026

PLAINTIFF



By: Jeffrey Fouse, Individually and on behalf of the Settlement Class

DATED: April 8, 2026

PLAINTIFF



By: Brianna Miller, Individually and on behalf of the Settlement Class

DATED: April 8, 2026

CLARKSON LAW FIRM, P.C.



By: Ryan J. Clarkson, Esq.
Shireen M. Clarkson, Esq.

Attorneys for the Plaintiffs and Settlement Class

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DATED: April __, 2026

PLAINTIFF

By: Brianna Miller, Individually and on behalf of the Settlement Class

DATED: April __, 2026

CLARKSON LAW FIRM, P.C.

By: Ryan J. Clarkson, Esq.
Shireen M. Clarkson, Esq.
Attorneys for the Plaintiffs and Settlement Class

DATED: April 22, 2026

E. MISHAN & SONS, INC.

By: Eddie Mishan

APPROVED AS TO FORM:

DATED: May 27, 2026

GIBSON, DUNN & CRUTCHER LLP

By: Christopher Chorba, Esq.
Jeremy Smith, Esq.
Derek K. Kraft, Esq.

Attorneys for Defendant E. Mishan & Sons, Inc.