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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MANDY and MATTHEW CLIBURN, RANDI GURKA, DANA SWOYER, LORI CIMONETTI, KHUSHBU DIDWANIA, PRATIKKUMAR PATEL, BENJAMIN ADAMS, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

ONE SOURCE TO MARKET, LLC d/b/a HEXCLAD COOKWARE,

Defendant.

CASE NO.: 23STCV28390

MEMORANDUM IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date Action Filed:	November 17, 2023
FAC Filed:	December 22, 2023
Department:	11
Trial Date:	TBD

Final Approval Hearing
Date: September 15, 2025
Time: 10:00 AM
Courtroom: Dept. 11
Judge: Hon. David Cunningham, III

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I. INTRODUCTION AND PROCEDURAL POSTURE

A. Overview

Plaintiffs Mandy Cliburn, Matthew Cliburn, Randi Gurka, Dana Swoyer, Lori Cimonetti, Khushbu Didwania, Pratikkumar Patel, and Benjamin Adams (collectively "Plaintiffs") respectfully move for final approval of the class action settlement reached with Defendant One Source to Market, LLC, d/b/a HexClad ("Defendant" or "HexClad") in this matter pursuant to California Rules of Court 3.769 and request the Court grant this motion in its entirety.

The proposed Settlement is attached as Exhibit A to the Declaration of proposed Class Counsel, Brian C. Gudmundson submitted with this Motion ("Gudmundson Decl.").[1] The Settlement being presented to the Court is the result of two class actions. Plaintiffs Khushbu Didwandia, Pratikkumar Patel, and Benjamin Adams filed the first action on June 27, 2023, in the United States District Court for the Central District of California, Case No. 23-cv-05110 (the *Didwania* action). Plaintiffs Mandy and Matthew Cliburn, Randi Gurka, Dana Swoyer, and Lori Cimonetti filed the second action on November 17, 2023, in the Superior Court of the State of California for the County of Los Angeles, Case No. 23STCV28390 (the *Cliburn* action). On December 22, 2023, the *Didwania* action Plaintiffs joined the *Cliburn* action Plaintiffs in this state court action.

Plaintiffs alleged that Defendant misrepresented the Eligible Products[2] as "non-toxic," free from perfluorooctanoic acid ("PFOA") and free from per- and polyfluoroalkyl substances ("PFAS"), despite the pans containing polytetrafluoroethylene ("PTFE") in the non-stick coating. Amended Class Action Complaint ("FAC") ¶¶ 1, 5, 12, 87, 90, 91, 96-101. As alleged, many consumers prefer products that do not contain harmful chemicals or substances. Id. at ¶¶ 2-4, 52-53, 65-73. These consumers decided to purchase the Eligible Products in part based on Defendant's "free from" claims. Id. at ¶¶ 18-20, 23-25, 28-30, 33-35, 38-40, 43-45, 48-50. At the very least, as Plaintiffs alleged, the consumers paid more for the Eligible Products than they would have paid for products without the "free from" PFOA and PFAS claims. Id.

[1] This is the same declaration submitted by Mr. Gudmundson in support of the Motion for Preliminary Approval and is filed here again in support of Final Approval, including the exhibits attached thereto.
[2] Capitalized terms not defined in this brief shall have the same definition and meanings ascribed to them in the Settlement Agreement.

Plaintiffs brought this action individually and on behalf of a putative nationwide class of consumers. Id. at ¶ 102. Plaintiffs sought damages, restitution, and injunctive relief, *see* Id. at Prayer for Relief, asserting claims for: (1) breach of express warranty, (2) breach of implied warranty, (3) negligent misrepresentation, (4) violation of the California Legal Remedies Act (Cal. Civ. Code § 1750, *et seq*.) ("CLRA"), (5) violation of the California False Advertising Law (Cal. Bus. and Prof. Code § 17500, *et seq*.) ("FAL"), (6) violation of the Unfair Competition Law (Cal. Bus. and Prof. Code § 17200 *et seq.*) ("UCL"), (7) negligent failure to warn, and (8) unjust enrichment. Defendant denies Plaintiffs' allegations in this litigation, including that PTFE is unsafe for use in cookware, but does not oppose this Motion. Notwithstanding the parties' respective positions on the merits, the parties reached a Settlement.

On April 22, 2025, the Court entered an order granting preliminary approval of the Settlement, pursuant to which this motion is being filed. On July 7, 2025, Plaintiffs filed their Notice of Motion for Attorney's Fees, Costs, and Class Representative Payment, to be heard concurrently with this Motion.

In its April 22, 2025, order granting preliminary approval of the proposed settlement, the Court also provisionally certified the settlement class and directed implementation of the notice program. Following completion of the court-ordered notice procedures and expiration of all deadlines for objections, opt-outs, and the pending claims submission deadline in November 2025, the Settlement is now ready for final approval consideration.

The settlement provides significant monetary and injunctive relief to the Settlement Class while avoiding the substantial risks, costs, and uncertainties of continued litigation. The overwhelming acceptance by Settlement Class Members, evidenced by the current 9.22% and anticipated 10.5% claims rate, minimal opt-outs (0.005% of the class), and only two objections (0.0001% of the class)—demonstrates that the settlement fairly and adequately serves the interests of absent class members.

B. Settlement Implementation Summary

Since the Court's preliminary approval on April 22, 2025, the Settlement Administrator has successfully executed all court-ordered procedures. The comprehensive notice program commenced on June 6, 2025 and reached Settlement Class Members through multiple channels designed to provide constitutionally adequate notice. Notice was very successful in reaching class members, which resulted

in a claims rate of 9.22%, exceeding the estimate the Settlement Administrator. *See* Settlement ¶ 45(b) (estimating a 5% claims rate).

1. Notice Program Implementation

Verita Global, LLC implemented a multi-modal notice program that provided direct notice to 1,552,280 Settlement Class Members through postal mail and email. Declaration of Edward Datillo Regarding Notice and Administration ("Datillo Decl.") ¶¶ 3-8.[3] Amazon, a retailer of HexClad products, separately provided email notice to an additional 381,848 Settlement Class Members, bringing the total noticed population to approximately 1.93 million persons. Datillo Decl. ¶ 7. The notice program also included publication in the Los Angeles Daily News and a comprehensive digital media campaign delivering over 11 million targeted impressions. Datillo Decl. ¶¶ 13-14.

The Settlement Administrator established a dedicated settlement website (www.HexCladSettlement.com) and toll-free telephone hotline to provide additional information and claim filing resources. Datillo Decl. ¶¶ 15-16. These resources generated substantial engagement, with 948,655 website users conducting 1,283,365 sessions and 19,035 telephone inquiries, demonstrating effective notice delivery and class member interest. Id.

2. Claims Filing Results

The claims filing period is open through November 14, 2025, allowing Settlement Class Members over five months to submit claims following notice. As of the deadline, 209,712 Settlement Class Members filed timely claims. Datillo Decl. ¶ 17. This represents approximately 9.22% of the Settlement Class based on the total noticed population, and additional claims are expected through the end of the claims filing period. Id.

This claims rate substantially exceeds industry benchmarks for consumer class action settlements. Federal Trade Commission studies analyzing class action settlement administration data indicate that typical claims rates average approximately 4%, with median rates around 9%. See Federal Trade Commission, *Consumers and Class Actions: A Retrospective and Analysis of Settlement*

[3] This declaration updates and supplements the Declaration of Vanessa Datillo Re: Notice Procedures, which was filed with the Court on August 18, 2025. Datillo Decl. ¶ 2.

Campaigns (Staff Report, Sept. 2019) (analyzing 149 consumer class action settlements and finding median claims rate of 9% and weighted mean of 4%). The present 9.22% claims rate in this case, and anticipated 10.5% claims rate demonstrates that Settlement Class Members found the settlement terms sufficiently attractive to justify the effort required to submit claims, providing strong evidence of the settlement's fairness and value.

3. Minimal Class Member Dissent

The opt-out and objection deadline of August 5, 2025, resulted in minimal class member dissent. Only 92 Settlement Class Members requested exclusion from the settlement, representing approximately 0.005% of the total class. Datillo Decl. ¶ 20. This opt-out rate is among the lowest reported in published California class action decisions.

Similarly, only 2 Settlement Class Members submitted objections to the proposed settlement by the deadline. Datillo Decl. ¶ 21. This objection rate of 0.0001% demonstrates overwhelming Settlement Class acceptance of the settlement terms. The combination of high claims participation and minimal dissent provides compelling evidence that the settlement fairly serves the interests of absent class members.

C. Timeline Since Preliminary Approval

The settlement implementation has proceeded according to the Court's preliminary approval order timeline:

April 22, 2025: Preliminary Approval Order entered

June 6, 2025: Notice program commenced (Datillo Decl. ¶ 8)

August 5, 2025: Opt-out and objection deadline (Datillo Decl. ¶¶ 20-21)

September 15, 2025: Final approval hearing scheduled

November 14, 2025: Claims filing deadline (Datillo Decl. ¶ 17)

Proposed Compliance Hearing: January 13-17

All deadlines have been met, and the settlement administration has proceeded without material issues or complications. The Settlement Administrator stands ready to implement distribution upon final approval pursuant to the order of the Court.

II. NOTICE PROGRAM COMPLETION AND EFFECTIVENESS

A. Notice Administration

The Settlement Administrator implemented a comprehensive notice program that exceeds constitutional requirements and demonstrates exceptional effectiveness in reaching the Settlement Class.

1. Settlement Administrator Qualifications

Verita Global, LLC served as the Settlement Administrator and has extensive experience in class action settlement administration. Datillo Decl. ¶ 1. Verita maintains procedures to protect the security of class data and adequate insurance coverage for potential data breaches or fund defalcation. Id. The Court appointed Verita as Claims Administrator pursuant to its April 22, 2025, Preliminary Approval Order.

2. Class List Compilation and Data Processing

On or around May 12, 2025, Verita received class lists from counsel for Costco, HexClad, and Zola containing 1,820,646 persons identified as potential Settlement Class Members. Datillo Decl. ¶ 3. The lists included names, addresses, and email addresses, with two of the three files containing purchase information such as purchase date, quantity, and product names. Id. The HexClad file did not contain purchase information. Id.

Verita formatted the lists for mailing purposes and removed 266,663 duplicate records and 1,472 records with invalid addresses. Datillo Decl. ¶ 4. The lists were processed through the National Change of Address Database ("NCOA") to update addresses on file with the United States Postal Service, resulting in 132,547 updated addresses. Id. This process identified 1,552,511 known Settlement Class Member records, of which 1,552,280 had valid email and/or physical addresses for notice delivery. Datillo Decl. ¶ 5.

3. Direct Notice Implementation

a. Mail Notice

On June 6, 2025, Verita mailed postcard notices to 1,549,472 Settlement Class Members. Datillo Decl. ¶ 8. The Notice complied with California Rules of Court Rule 3.766(d) content requirements. A true and correct copy of the Notice is attached as Exhibit A to the Datillo Declaration.

Following the initial mailing, Verita received 10,056 notices returned with forwarding addresses and immediately re-mailed these notices to the updated addresses. Datillo Decl. ¶ 9. Additionally, 84,058 notices were returned as undeliverable. Datillo Decl. ¶ 10. Through credit bureau and public source databases, Verita located updated addresses for 14,839 of these Class Members and promptly re-mailed notices to the new addresses. Id.

b. Email Notice

On June 6, 2025, Verita sent email notices to 1,332,360 unique and valid email addresses. Datillo Decl. ¶ 11. Of these emails, 121,310 returned as undeliverable. Id. Prior to distribution, email addresses underwent cleansing and validation to remove typographical errors and verify existence through Internet Service Providers. Datillo Decl. ¶ 12.

c. Supplemental Amazon Notice

Separately, Amazon sent notice via email to 381,848 Settlement Class Members who were not included in the primary class list noticed by Verita. Datillo Decl. ¶ 7. This supplemental notice significantly expanded the reach of the notice program.

4. Publication Notice Program

Verita published Summary Notices as eighth-page advertisements in the Los Angeles Daily News on June 6, 13, 20, and 27, 2025. Datillo Decl. ¶ 13. True and correct copies of the published notices are attached as Exhibit C to the Datillo Declaration. Id.

5. Digital Media Campaign

Verita purchased 10,500,000 digital impressions distributed programmatically via various websites, mobile apps, Facebook, and Instagram from June 6 through August 4, 2025. Datillo Decl. ¶

14. The impressions targeted adults 18 years and older with content related to cookware, cooking, and recipes, and behaviorally targeted cooking enthusiasts and users interested in HexClad or gourmet cooking equipment. Id. The campaign delivered 11,011,521 total impressions, exceeding the purchased amount by 511,521 impressions at no additional charge. Id.

6. Settlement Website and Information Resources

Verita established a dedicated settlement website at www.HexCladSettlement.com on June 6, 2025. Datillo Decl. ¶ 15. The website provided comprehensive information about the settlement, frequently asked questions, downloadable copies of notices and claim forms, and online claim submission capability. Id. As of August 28, 2025, the website recorded 976,292 users, 1,321,047 sessions, and 3,242,786 page views, demonstrating exceptional class member engagement. Id.

Verita also established a toll-free telephone hotline providing automated information about the settlement, deadlines, class member rights, and claim procedures. Datillo Decl. ¶ 16. The hotline received 19,636 calls as of August 28, 2025, further evidencing active class member participation. Id.

7. Notice Effectiveness and Constitutional Compliance

The multi-modal notice program satisfied and exceeded constitutional requirements under *Mullane v. Central Hanover Bank & Trust Co* (1950) 339 U.S. 306. The notice was "reasonably calculated" to reach absent class members through:

- Direct individual notice to all 1,552,280 identifiable Settlement Class Members
- Supplemental notice to an additional 381,848 class members via Amazon
- Comprehensive remedial efforts including address updating and re-mailing procedures
- Broad publication and digital outreach through traditional and social media

The notice program achieved exceptional reach and engagement metrics that far exceed typical class action standards, with website traffic, call volume, and claims response rates demonstrating effective delivery of constitutionally-adequate notice.

8. Claims Response and Class Member Engagement

The notice program's effectiveness is demonstrated by the exceptional response rates:

- 209,712 timely claims filed as of August 29, 2025, representing approximately 9.22% of the class, and an anticipated 10.5% claims rate or more.
- 976,292 website users with over 1.3 million sessions.
- 19,636 telephone inquiries showing active class member engagement.
- Minimal opt-outs and objections (92 and 2 respectively) indicating class satisfaction.

These metrics demonstrate that the notice program successfully informed the Settlement Class of their rights and the settlement terms, enabling informed participation in the settlement process.

10. Legal Compliance and Constitutional Adequacy Analysis

The notice and administration program fully complies with California Rules of Court requirements and exceeds constitutional due process standards. Under California Rules of Court Rule 3.766(d), class action notices must include specific content elements, all of which are satisfied here. The notice clearly identified the case name, number, and Los Angeles Superior Court as the forum. Datillo Decl. Ex. A. It explained that Settlement Class Members included all persons who purchased Eligible Products between February 1, 2022, and March 31, 2024, and that the settlement would bind all class members except those who opt out. The notice described the $2.5 million settlement fund, pro rata distribution methodology, and injunctive relief prohibiting future misrepresentations. Clear instructions were provided for exclusion requests, including the August 5, 2025, deadline and mailing address, as well as procedures for objecting to the settlement and appearing at the final approval hearing. The notice explicitly disclosed that class members who do not exclude themselves would be bound by the settlement terms.

The program also satisfied Rule 3.769's settlement-specific requirements. The notice forms were approved by the Court in the preliminary approval order and implemented exactly as ordered. Datillo Decl. ¶¶ 8, 11. The 60-day period between notice commencement on June 6, 2025, and the opt-out/objection deadline of August 5, 2025, provided reasonable time for class member decision-making. Datillo Decl. ¶¶ 8, 20-21. The program utilized first-class mail, email, publication, and digital media to maximize reach as contemplated by Rule 3.769(e). Datillo Decl. ¶¶ 8, 11, 14-15.

Constitutional due process requirements under *Mullane* demand notice "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action." *Mullane*, *supra*, 339 U.S. at p. 314. The notice program clearly satisfied this standard through multiple complementary methods. Direct mail and email notice was sent to 1,552,280 identifiable Settlement Class Members with known addresses. Datillo Decl. ¶¶ 5, 8, 11. *Mullane* requires individual notice when "the names and addresses of those affected [are] at hand," and this requirement is fully met here. (*Mullane*, *supra*, 339 U.S. at p. 318.) Amazon's additional notice to 381,848 Settlement Class Members and the comprehensive publication and digital campaign provided multiple opportunities for notice receipt, creating a layered approach that exceeds *Mullane*'s constitutional minimum. Datillo Decl. ¶¶ 7, 13-14.

The Settlement Administrator's remedial efforts demonstrate the reasonable care required by constitutional standards. Skip-trace efforts located 14,839 updated addresses for undeliverable mail, and notices were promptly re-mailed to these addresses. Datillo Decl. ¶ 10. While *Mullane* requires reasonable efforts, it does not demand absolute certainty of receipt, and these remedial measures satisfy the constitutional standard. The notice utilized clear, understandable language avoiding legal jargon, with accessible website and telephone resources providing additional information. Datillo Decl. ¶¶ 15-16. Due process requires notice that is "reasonably conveyed" to interested parties, and the plain language format ensures comprehensibility. (*Mullane*, *supra*, 339 U.S. at p. 314.)

The notice program's effectiveness substantially exceeds typical class action standards through measurable engagement metrics that demonstrate actual delivery and comprehension. The current 9.22% claims rate, representing 209,712 claims from approximately 1.93 million class members, demonstrates effective notice delivery that enabled informed participation. Datillo Decl. ¶ 5, 7, 17. Industry studies show average claims rates of approximately 5%, making this result exceptional and evidencing successful notice implementation. Federal Trade Commission, *Consumers and Class Actions: A Retrospective and Analysis of Settlement Campaigns* (Staff Report, Sept. 2019) The 976,292 unique users conducting 1,321,047 website sessions indicate that Settlement Class Members actively sought additional information about their rights, demonstrating notice comprehension beyond mere delivery.

Datillo Decl. ¶ 15. Similarly, the 19,636 telephone calls to the settlement hotline provide additional evidence that notice successfully motivated Settlement Class Members to learn about the settlement terms. Datillo Decl. ¶ 16.

Notice is estimated to have reached 85.86 % of Settlement Class Members. Datillo Decl. ¶ 14. The combination of traditional mail, digital targeting, and retailer-specific notice through Amazon ensured broad coverage across different demographics and shopping patterns within the Settlement Class, maximizing the likelihood that all segments of the class received notice through at least one delivery method.

This comprehensive notice program demonstrates not merely constitutional adequacy but exemplary notice administration that informed Settlement Class Members of their rights and enabled meaningful participation in the settlement process. The multi-modal approach, extensive remedial efforts for undelivered mail, and exceptional engagement metrics provide compelling evidence of actual notice delivery and class member comprehension that far exceeds the constitutional minimum required under *Mullane* and California procedural rules.

This notice and administration program complies with all requirements of California Rules of Court Rules 3.766 and 3.769, satisfies constitutional due process requirements under *Mullane*, and demonstrates exceptional effectiveness in reaching and informing the Settlement Class of their rights under the proposed settlement.

III. CLASS MEMBER RESPONSE

A. Claims Response Analysis

The Settlement Class demonstrated exceptional acceptance of the settlement through their claims filing behavior. As of the August 28, 2025, 209,712 Settlement Class Members submitted timely claims to the Settlement Administrator. Datillo Decl. ¶ 16. This represents approximately 9.22% of the total noticed population, and the claims rate once the November 14, 2025 deadline has passed is estimated to be more then 10.5%. Id.

Federal Trade Commission studies analyzing class action settlement administration data indicate that typical claims rates average approximately 4%. See Federal Trade Commission, *Consumers and Class Actions: A Retrospective and Analysis of Settlement Campaigns* (Staff Report, Sept. 2019) (analyzing 149 consumer class action settlements and finding weighted mean of 4%). The current 9.22% response rate achieved in this case places it in the top tier of consumer class action settlements and provides compelling evidence that Settlement Class Members found the settlement terms sufficiently attractive and fair to justify the effort required to submit claims.

The high claims rate is particularly significant given the voluntary nature of participation. Unlike settlements providing automatic distribution, this settlement required Settlement Class Members to take affirmative action by completing and submitting claim forms. The fact that over 200,000 class members chose to participate demonstrates informed acceptance of the settlement terms. This level of participation indicates that Settlement Class Members understood the settlement's value proposition and concluded that the compensation offered was meaningful and worthwhile.

The claims response also reflects effective notice delivery and comprehension. Settlement Class Members could only file claims if they received and understood the notice explaining their rights and the claims process. The substantial claims volume therefore provides indirect but powerful evidence that the notice program successfully informed the Settlement Class about the settlement and enabled informed decision-making about participation.

The current exceptional claims rate of 9.22% (which is estimated to exceed 10.5% by the claims filing deadline), combined with minimal opt-outs and objections, demonstrates broad Settlement Class acceptance. The high participation rate indicates that the settlement terms were attractive to class members regardless of their specific purchase patterns or product preferences.

B. Fraud Detection

Verita performs comprehensive claim review procedures as part of its standard settlement administration protocols. Datillo Decl. ¶ 12. Before any distribution occurs, Verita conducts a full review of all claims to identify and investigate multiple or suspicious submissions by the same

individual, address, or IP address. Id. Verita's review process includes cross-referencing personal information, mailing addresses, email addresses, and digital footprints to detect potentially fraudulent or duplicate submissions. Id. Based on Verita's monitoring and review procedures conducted to date, it does not see any indicators of fraud in the claim submissions for this settlement. Id.

C. Opt-Out Analysis

The Settlement Class's acceptance of the settlement is further demonstrated by the minimal number of exclusion requests received. Only 92 Settlement Class Members requested exclusion from the settlement by the August 5, 2025 deadline. Datillo Decl. ¶ 21. This represents approximately 0.005% of the total Settlement Class, an opt-out rate twice as low as the average opt-out rate of 0.01%, according to research by the Federal Trade Commission (*See* "Consumers and Class Actions: A Retrospective and Analysis of Settlement Campaigns," Federal Trade Commission Staff Report (Sept. 2019) (analyzing 149 consumer class action settlements from seven major class action administrators between 2013-2015 and finding that only 0.01% of notice recipients opted out of settlements; *cf. 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App. 4th 1135 at p. 1152-1153 (court found the response of the class members "overwhelmingly positive" where "a mere 80 of the 5,454 national class members [or 1.47% of class members] elected to opt out" and nine objected).)

This minimal opt-out rate provides strong evidence of Settlement Class satisfaction with the settlement terms. Class members who believed the settlement was inadequate or unfair would have strong incentives to exclude themselves in order to preserve their right to pursue individual litigation. The fact that 99.995% of Settlement Class Members chose to remain in the settlement rather than opt out demonstrates overwhelming confidence in the settlement's fairness and adequacy.

The low opt-out rate is particularly meaningful given the nature of the claims at issue. The alleged misrepresentations regarding "non-toxic," "PFAS-free," and "PFOA-free" claims could potentially support individual lawsuits by class members with strong feelings about product safety. The minimal number of exclusions suggests that even Settlement Class Members with heightened concerns about these issues found the settlement acceptable rather than pursuing individual remedies.

The opt out rate in this case falls even below the empirical research that shows opt-out rates are consistently low across class action settlements. A comprehensive study by Eisenberg and Miller analyzing 159 class action cases found that "on average, less than 1 percent of class members opt-out" from settlements. Theodore Eisenberg & Geoffrey P. Miller, *The Role of Opt-Outs and Objectors in Class Action Litigation: Theoretical and Empirical Issues*, 57 Vand. L. Rev. 1527, 1532 (2004). More recent data from securities class actions shows even more variation, with opt-out rates ranging from 2.1% for settlements below $20 million to 28% for settlements above $20 million. *See* Cornerstone Research, Opt-Out Rate in Securities Class Action Settlements More Than Doubles in Most Recent Four-Year Period (2019). The 0.005% opt-out rate in this case falls well below these empirical benchmarks and provides strong evidence of class member satisfaction with the settlement terms.

The geographic and demographic distribution of opt-outs appears to be random rather than concentrated among particular Settlement Class segments, suggesting that the few exclusions reflect individual circumstances rather than systematic settlement inadequacies. Datillo Decl. ¶ 20. This pattern reinforces the conclusion that the settlement fairly serves the broad Settlement Class interests.

D. Objections

The minimal objection rate provides additional powerful evidence of Settlement Class acceptance. Only two Settlement Class Members submitted objections to the proposed settlement by the August 5, 2025, deadline. Datillo Decl. ¶ 21. This objection rate of 0.0001% demonstrates virtually unanimous Settlement Class approval of the settlement terms.

The extraordinarily low objection rate is particularly significant because objecting requires minimal effort compared to opting out or filing claims. Settlement Class Members need only submit a written statement to the Settlement Administrator expressing their concerns. The fact that only two people out of nearly 2 million Settlement Class Members chose to object indicates satisfaction levels that far exceed typical class action standards.

The extraordinarily low objection rate of 0.0001% in this case demonstrates virtually unanimous class acceptance and provides compelling evidence supporting settlement approval. The 0.0001%

objection rate in this case represents virtual unanimity and provides compelling support for the settlement's adequacy. This minimal dissent contrasts sharply with controversial settlements that often generate hundreds or thousands of objections.

The substance of the two objections received does not identify fundamental flaws in the settlement structure or legal violations that would warrant rejection. As detailed below, the objections primarily challenge the settlement amount or request alternative forms of relief, but do not demonstrate that the settlement fails applicable fairness standards. The objectors' concerns appear to reflect individual preferences rather than class-wide interests that would justify denying approval to a settlement accepted by 99.999% of Settlement Class Members.

1. Overview of Objections Received

Only two objections were submitted by the August 5, 2025 deadline from Settlement Class Members Bret M. Martin and David W. Kamps. Datillo Decl. ¶ 21, Ex. F. The objections raise concerns about the adequacy of the settlement amount and request alternative relief, but do not identify fundamental flaws in the settlement structure or legal violations that would warrant rejection.

a. Response to Martin Objection

Mr. Martin objects that the cash settlement is inadequate because he purchased HexClad cookware based on non-stick element representations and later learned this "may not be the case." He notes that HexClad has since changed to a ceramic nonstick product (TerraBond) and argues the settlement should provide replacement cookware rather than cash payments.

But the $2.5 million settlement fund provides meaningful compensation for the price premium Settlement Class Members paid based on the challenged representations. The settlement was negotiated at arm's length after extensive discovery, including deposition of HexClad's President/CFO and review of internal sales data. The anticipated recovery rate of 2% of purchase price aligns with similar consumer class action settlements involving labeling claims. (*See Hendricks v. StarKist Co.* (N.D. Cal. Sept. 29, 2016) 2016 WL 5462423, at *5 (final approval order noting settlement was only a single-digit percentage of maximum exposure but fair given the case posture); *Broomfield v. Craft Brew Alliance,*

Inc., No. 5:17-cv-01027-JST, 2020 WL 1972505, at *9 (N.D. Cal. Feb. 5, 2020) (final approval of settlement providing $1.25–$2.75 per product unit) *id.* at *7 (noting approximately 2% claims rate) *Linney v. Cellular Alaska P'ship* (9th Cir. 1998) 151 F.3d 1234, 1242 (settlement amounting to a fraction of the possible recovery held reasonable in light of litigation risks) (collecting cases) *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250 (affirming approval of settlement that was a "fraction of the potential recovery"; even relatively "paltry" relief can be fair given the necessity of compromise) .) (disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260).)

Mr. Martin's suggestion that the settlement should provide replacement cookware rather than monetary relief misunderstands both the legal claims and practical realities surrounding this case. The operative complaint seeks damages for overpayment, not product replacement. Moreover, requiring HexClad to provide replacement products would create significant administrative complications, valuation disputes, and potential tax consequences that would disadvantage the Settlement Class. And, it would result in a recovery to the class of 100% or more of any possible damages, which is inconsistent with negotiated resolution of contentious litigation.

While Mr. Martin notes HexClad's development of TerraBond ceramic cookware, this product change does not demonstrate inadequacy of the settlement. The injunctive relief provided by the Settlement prohibits future misrepresentations, addressing prospective consumer protection concerns. Past purchasers are compensated through monetary damages rather than forced product exchanges.

Moreover, Mr. Martin's personal preference for replacement products reflects his individual circumstances rather than the broader Settlement Class interests. The monetary settlement allows each Settlement Class Member to choose how to use their recovery, whether for replacement cookware or other purposes. Class members who reviewed the terms of the settlement and found them to provide inadequate remedies also had the option to opt out and pursue a separate, individual recovery. Again, Mr. Martin's preference to receive completely new cookware using technology not available from HexClad at the time of his original purchase does not identify any structural infirmity in the proposed Settlement.

b. Response to Kamps Objection

Objection Summary: Mr. Kamps argues the $2.5 million settlement is "grossly inadequate" compared to HexClad's alleged $550 million annual revenue and $1 billion brand value. He contends the amount is "negligible" for a company of HexClad's size and "does not meaningfully deter deceptive advertising practices."

Settlement adequacy is determined by the strength of plaintiffs' claims and realistic recovery potential, not defendant's total revenue. Mr. Kamps provides no analysis of the merits of Defendant's defenses, the maximum damages provable at trial, or other litigation risks that justify his assertion of inadequacy. The settlement represents a reasonable compromise considering the challenges of proving class wide damages, PTFE safety disputes, and materiality/reliance issues.

Mr. Kamps' deterrence argument conflates the settlement's compensatory purpose with punitive goals inappropriate for this civil action. The settlement provides recovery for economic harm while the injunctive relief prevents future misrepresentations. Deterrence is achieved through the litigation costs, negative publicity, and ongoing compliance obligations rather than punitive damage awards.

Additionally, a defendant's ability to pay larger amounts does not establish that larger amounts are legally justified. Settlement negotiations must consider the strength of legal claims, available defenses, and realistic trial outcomes. The parties negotiated this settlement after extensive discovery regarding both the merits and HexClad's sales information.

2. Objection Analysis

Both objections fundamentally challenge the settlement terms without providing any recognition or analysis litigation risk, claim valuation, or alternative damage calculations. Instead, both objections reflect individual preferences that do not represent the broader Settlement Class interests evidenced by the current 9.22% claims rate and minimal dissent.

The minimal number and individual nature of these objections reinforce rather than undermine the settlement's fairness. With 99.999% of Settlement Class Members declining to object, and 209,712 members affirmatively filing claims, the Settlement Class has expressed overwhelming acceptance of

the settlement terms. The objections raise concerns that were considered during settlement negotiations but do not identify legal flaws warranting rejection of this fair and reasonable settlement.

The combination of high claims participation (9.22%), minimal opt-outs (0.005%), and virtually no objections (0.0001%) presents an exceptionally strong record of Settlement Class acceptance. This pattern indicates that Settlement Class Members reviewed the settlement terms, understood their options, and overwhelmingly concluded that the settlement fairly and adequately compensated them for their claims while providing meaningful injunctive relief to prevent future consumer deception.

These response statistics provide compelling evidence that the settlement satisfies the fundamental requirement that it be fair, reasonable, and adequate to the Settlement Class. The Settlement Class has effectively voted with their actions to approve the settlement, creating a powerful presumption in favor of final approval that is not overcome by the minimal objections received.

IV. THE SETTLEMENT

The Settlement seeks certification of a Settlement Class of all persons and entities in the United States, its territories, and/or its possessions who purchased one or more of the Eligible Products, as defined in the Settlement Agreement, during the Class Period. Settlement ¶¶ 9, 17.[4]

A. Estimated Individual Recovery Analysis

Based on the settlement administration data, the Settlement provides meaningful compensation to Settlement Class Members that aligns with established precedent for consumer labeling cases. At present with 209,712approved claims from the $2.5 million non-reversionary settlement fund, and after deducting court-approved attorney fees, costs, service awards, and administration expenses, Settlement Class Members who file valid claims will receive compensation calculated pro rata based on their documented purchases of pots and pans. The Settlement Fund is anticipated to be allocated as follows:

[4] The Settlement reimburses Class Members for monies spent on certain "pots" or "pans." Defendant sells its pots and pans as standalone products, and also as parts of various cookware sets and bundles (with other cookware and other non-cookware products). For purposes of *pro rata* claim calculation, each Class Member's *pro rata* share will be calculated based on the value of the pots and/or pans they purchased, either as standalone items or within cookware sets or bundles, excluding components of sets or bundles that are not pots and/or pans within the Eligible Products (such as lids, knives, cooking accessories, etc.). Settlement ¶ 45(a) fn 2.

Total Gross Settlement Fund: $2,500,000

Deductions:

Attorney Fees (Upon Court Approved): $833,333.00

Litigation Costs: $84,905.18

Administration Costs: $550,000.00

Service Awards (8 × $2,500): $20,000.00

Total Deductions: $1,488,238.18

Net Fund for Class Members: $1,011,762.82

Number of Approved Claims: 209,712 (to date)

Average Recovery per Claim: $4.82 (based on total claims to date)

Average Recovery as % of Purchase Price: 2% (estimated)

The Administrator's preliminary analysis indicated in the Carla A. Peak Declaration submitted in support of Preliminary Approval on February 3, 2025, estimated that Class Members were to receive 4-5% of the price they paid for pots and pans included in the Eligible Products list, based on an estimated 5% claims rate. Carla A. Peak Declaration ¶¶ 31-32.[5] Based on the current analysis of the claims, Class Members are estimated to receive approximately 2% of the price they paid for pots and pans included in the Eligible Products list, based on an estimated 10.5% claims rate. Datillo Decl. ¶ 17. This claims rate substantially exceeds Verita's original projections and reflects a higher participation rate than was expected before Preliminary Approval. Id. Additionally, while administration costs were originally projected by the Settlement Administrator to be around $320,000 based upon a projected claims rate of 5%, Settlement at ¶ 45(b), the actual cost of administration based on the much higher claim rate and associated costs for distribution is $550,000. Datillo Decl. ¶ 22.

This recovery rate is consistent with similar consumer class action settlements involving labeling claims. (*See Hendricks*, *supra*, at *5; *Broomfield*, *supra*, at *9 *Linney*, *supra*, at p. 1242. The settlement recovery thus provides fair compensation for the economic harm alleged without the substantial risks, costs, and delays of continued litigation.

[5] This is the same declaration submitted by Mr. Gudmundson in support of the Motion for Preliminary Approval and is filed here again in support of Final Approval, including its Exhibit A.

For context, if continued litigation proceeded to trial and plaintiffs prevailed on all claims, class members would face significant risks including: (1) Daubert challenges to expert testimony on price premiums; (2) individualized issues regarding exposure to challenged representations; (3) defendant's scientific evidence regarding PTFE safety; (4) potential appeals lasting years; and (5) substantial litigation costs that would reduce any ultimate recovery. The settlement provides certain, immediate relief while avoiding these substantial risks.

The Settlement Fund will also be used to pay all costs associated with notice and administering the Settlement as approved by this Court, Service Awards to the named Plaintiffs as approved by this Court, and attorneys' fees and expenses as may be awarded by the Court. Settlement ¶ 45. If there are any residual funds left over after the *pro rata* distribution, the Settlement Administrator will make a second *pro rata* distribution, and any residual funds remaining in the Gross Settlement Fund after the second *pro rata* distribution will be directed to a *cy pres* entity, the California Fire Foundation, that was pre-selected and vetted by Counsel and subject to approval by this Court. Id. at ¶ 45(e).

B. Prospective Injunctive Relief Analysis

The Settlement provides significant prospective injunctive relief that addresses the core consumer protection concerns underlying this litigation. Under Settlement ¶ 46, Defendant is permanently enjoined from marketing or advertising any product containing PTFE or any chemical in the PFAS family as "PFAS free," "PFOA free," or "non-toxic."

This injunctive relief provides substantial value to both Settlement Class Members and the general public by: (1) Preventing Future Consumer Deception: The injunction directly addresses the misleading marketing practices alleged in the complaint, ensuring that consumers can make informed purchasing decisions based on accurate product representations; (3) Achieving Market-Wide Impact: Given HexClad's position in the premium cookware market, the injunctive relief will likely influence industry-wide marketing standards, benefiting consumers beyond the Settlement Class; (3) Requiring Compliance with California Law: The injunction ensures HexClad's future compliance with California Health & Safety Code §§ 109000-109014, which governs cookware labeling and disclosure requirements designed to prevent consumer deception; and (4) Providing Ongoing Monitoring Value:

The Court retains jurisdiction to enforce the injunctive relief, providing continued protection against future violations.

While quantifying injunctive relief value presents inherent challenges, courts have recognized that prospective relief preventing future harm provides substantial benefit that justifies settlement approval even where monetary relief might seem modest. The injunctive relief here directly corresponds to Plaintiffs' prayer for relief and addresses the central allegations that consumers paid premium prices based on misleading "free from" representations.

The combination of monetary compensation for past harm and injunctive relief preventing future harm provides comprehensive relief that serves the interests of both the Settlement Class and broader consumer protection goals.

C. Release of Claims.

In consideration of the Gross Settlement Fund and the injunctive relief, Settlement Class Members, except for those who opt out of the Settlement, will release their claims arising from the labeling and marketing of the Eligible Products, including claims that the products were "non-toxic," "free from PFAS," or "free from PFOA." Settlement ¶¶ 30, 55-60. The Release of claims is limited to those contemplated by the FAC and the specific misrepresentations alleged in this case.

The Settlement benefits Settlement Class Members, Plaintiffs, and Defendant by bringing this dispute to a resolution in exchange for meaningful and reasonable financial compensation and changes in business practices.

V. *DUNK/KULLAR* AND FAIRNESS ANALYSIS

The proposed Settlement satisfies the fairness criteria articulated in *Dunk/Kullar*. A proposed settlement is entitled to a presumption of fairness where the settlement is the product of arm's-length bargaining; enough discovery has been completed for the court and the parties to make an informed decision; counsel is experienced in litigating similar matters; and where the percentage of objectors to the settlement is small. (*Wershba v. Apple Computer, Inc., supra*, 91 Cal.App.4th at 245.) Typically, courts do not substitute their judgment for that of the proponents, particularly where, as here, the Settlement has been reached with the participation of experienced counsel familiar with the litigation

and with assistance from a mediator. (*See Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129 ("The court undoubtedly should give considerable weight to the competency and integrity of counsel and the involvement of a neutral mediator in assuring itself that a settlement agreement represents an arm's length transaction entered without self-dealing or other potential misconduct.").)

The Settlement is the product of arm's-length negotiations, thorough investigation by counsel and discovery, and counsel is experienced. (See *Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1802 (listing considerations that give a settlement "a presumption of fairness").) The factors identified in *Dunk*, including the small number of objectors and the number of opt-outs, described above, support a presumption of fairness and are sufficient to support a finding that the Settlement is fair, adequate and reasonable.

The Court, however, should also be independently satisfied that the consideration being received for the release of the Class Members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129.) To evaluate the fairness of a settlement, courts consider: "[1] the strength of plaintiffs' case, [2] the risk, expense, complexity and likely duration of further litigation, [3] the risk of maintaining class action status through trial, [4] the amount offered in settlement, [5] the extent of discovery completed and the stage of the proceedings, [6] the experience and views of counsel, ... and [7] the reaction of the class members to the proposed settlement" ("*Dunk/Kullar* Factors"). (*Dunk v. Ford Motor Co.* (2008) 48 Cal.App.4th 1794, 1801.); *see also Kullar v. Foot Locker Retail Inc.* (2008) 168 Cal.App.4th 116, 129 (finding the adequacy of a class action settlement requires consideration of the release of the class members' claims be reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation).) The *Dunk/Kullar* Factors are not exhaustive and "should be tailored to each case." Id.[6] The Court has broad discretion in determining whether to approve or reject a proposed settlement. (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76; *Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1801.) Courts should exercise their discretion to approve settlements. (See *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723, fn 14.)

[6] The experience and views of counsel are described in detail in the Gudmundson Declaration at ¶¶ 11-17.

The Settlement is fair, adequate, and reasonable and the *Dunk/Kullar* Factors support final approval because: (1) the strengths, weaknesses, and risks favor approving the Settlement; (2) the parties conducted thorough discovery and participated in mediation, and (3) the Settlement provides Class Members relief that is consistent with Plaintiffs' theories of liability.[7]

A. Strengths and Weaknesses & Litigation Risks

As alleged, Plaintiffs' claims all arise from Defendant's deceptive marketing of the Eligible Products, including that the products were free from PFAS and PFOA and non-toxic. Plaintiffs assert these claims were false and misleading because, *inter alia*, the Eligible Products contain PTFE. The misrepresentation standards under the common law consumer misrepresentation and breach of warranty claims, UCL, FAL, and CLRA, are substantially the same. (*Lovette v. Zale Del., Inc.* (S.D. Cal. June 13, 2019, No. 18-cv-02727-L-RBB) 2019 WL 2492503, at *2.)[8] The laws prohibit false advertising and advertising which, although possibly true, is either "actually misleading" or which has the "capacity, likelihood or tendency to deceive or confuse the public." (*Williams v. Geber Prods. Co.* (9th Cir. 2008) 552 F.3d 934, 938.) "The primary evidence in a false advertising case is the advertising itself," (*Brockey v. Moore* (2003) 107 Cal.App.4th 86, 100), and "[t]he 'misleading character' of a given representation 'appears on applying its words to the facts.'" *Jefferson v. Chase Home Fin*. (N.D. Cal. Dec. 14, 2007, No. C 06-6510 TEH) 2008 WL 1883484, at *17 (quoting *Colgan v. Leatherman Tool Group, Inc.* (2006) 135 Cal.App.4th 663, 679).)

The primary strengths of Plaintiffs' claims are that whether the non-toxic messaging was likely to mislead consumers can be proven through common evidence, like scientific literature or a conjoint analysis, and that Defendant does not deny making certain at-issue representations. These strengths support class certification and summary judgment on these issues, but would not be without challenges. The primary weaknesses of Plaintiffs' claims are the uncertainty surrounding classwide exposure to the challenged representations (a potential class certification issue) and further proceedings and expense related to establishing both consumer deception and damages. Indeed, further proceedings might

[7] Governmental participation is not a factor in this case.

[8] Plaintiffs also asserted an unjust enrichment claim. For this claim, Plaintiffs would seek restitution. Plaintiff can demonstrate this claim through evidence that Class Members paid a premium for the Eligible Products and did not receive the benefit of the premium paid.

preclude the feasibility of settlement because, for example, this case will require an expensive "battle of the experts" regarding the alleged harm of PTFE and its inclusion categorically as a PFAS or PFOA and the calculation of classwide damages. Gudmundson Decl. ¶ 15.

Moreover, the numerous procedural steps between the present posture of the action and ultimate resolution—including motions for judgment on the pleadings, further fact and expert discovery, class certification, summary judgment, trial, and any related appeals—present significant uncertainties and risk for both parties as well as imposing protracted litigation before final resolution. For example, Class Counsel has incurred approximately $$84,905.18in out of pocket litigation expenses. Further litigation, including the involvement of experts, would increase this number to hundreds of thousands of dollars, which would negatively impact the Class Members' recovery. Further litigation would also come with significant risk. These facts related to risk, time, expense, and case complexity are all considerable factors, despite the strengths in this case. Thus, the strengths, weaknesses, and risks and the parties' contemplated resolution of this case before lengthy and expensive proceedings support the final approval of the Settlement.

B. Discovery and Settlement Negotiations

Discovery and Investigation by Counsel. The parties in the *Didwania* action conducted thorough formal and informal discovery. Discovery has included an extensive exchange of data, information, and documents—multiple rounds— as well as numerous conferences between counsel. On July 24, 2023, Plaintiff served Interrogatories and the First Set of Requests for Production of Documents on Defendant. Gudmundson Decl. ¶ 10. On August 21, 2023, Plaintiffs made additional informal requests for information. Id. Defendant responded to these requests and provided additional information related to the proposed Settlement Class on a rolling basis, including on September 25, 2023, October 26, 2023, March 31, 2024, April 18, 2024, May 31, 2024, and August 2, 2024. Id. Moreover, on October 18, 2023, Plaintiffs served a Fed. R. Civ. P. 30(b)(6) deposition notice on Defendant and Plaintiffs' counsel deposed the Defendant's President and Chief Financial Officer Jason Panzer pursuant to Fed. R. Civ. P. 30(b)(6) on November 30, 2023. Id. The transcript of the 30(b)(6) deposition spanned over 177 pages and concerned 27 topics related to the history of Defendant's marketing and product development,

research and development to substantiate chemical claims, Defendant's involvement in producing product descriptions for third-party sellers, and website design processes. Id. Defendant also provided Plaintiffs with documents that demonstrate internal product sales data from 2019 through the present. Id. at ¶ 12. The sales data included the number of total units sold and the gross revenue from Defendant's website and third-party sellers. Id. Class Counsel also conducted a preliminary cross-sectional analysis of the cookware market and further conducted a diligent review of other similar cases to determine whether the Class Members' recovery under the Settlement was reasonable. Gudmundson Decl. ¶ 13. The thorough discovery and fact-finding in this case supports the Settlement's fairness, adequacy, and reasonableness and further supports final approval.

Arms-Length Negotiations and Mediation. This Settlement is the result of adversarial proceedings and arm's-length negotiations. Gudmundson Decl. ¶ 6. The *Didwania* parties mediated this matter before the Hon. Dickran Tevrizian, who is a retired Judge of the Superior Court of California, County of Los Angeles, and of the United States District Court for the Central District of California. Id. Prior to mediation, the parties exchanged documents and submitted lengthy statements to Judge Tevrizian laying out their respective positions on the facts, the theory of the case, and the valuation of damages. Id. at ¶ 7. The parties did not reach an agreement during mediation, but exchanged good faith settlement offers. Id. at ¶ 9. After the mediation, the parties continued to informally discuss settlement options and negotiate terms that ultimately resulted in an agreement. Id. at ¶ 9. The Settlement is the result of an arms-length negotiation and this supports the fairness, adequacy, and reasonableness of the Settlement terms and final approval of the Settlement.

C. The Relief to Class Members is Consistent with Plaintiffs' Theories of Liability

Class Counsel evaluated the reasonableness of the Settlement by reviewing other cases using a price premium class-wide damages model and conducting analysis of the alleged price premium attributable to the misrepresentations at issue that Defendant applied to the Eligible Products. Gudmundson Decl. ¶ 13, (See *Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1802 (considering damages that each class member had sustained and the value of the coupons that each class member would receive under the settlement).) "It is well-established that the price premium attributable to an alleged misrepresentation on product labeling or packaging is a valid measure of damages in a mislabeling case." (*Hadley v. Kellogg Sales Co.* (N.D. Cal. 2018), 324 F.Supp.3d 1084,1104). As

alleged, HexClad's misrepresentations, omissions, and breaches of warranty increased the market price of the Eligible Products relative to their true value.[9] *See* FAC ¶¶ 20, 25, 30, 35, 40, 45, 50. Thus, Plaintiffs' classwide damages model would have likely included an analysis and calculation of the price premium attributable to HexClad's use of the terms "non-toxic," "free from PFAS," and "free from PFOA," also known as a hedonic regression analysis, [10] and a form of conjoint analysis that would include consumer surveys. (See *Hadley v. Kellogg Sales Co.*, *supra*, 324 F.Supp.3d at p. 1110 (finding conjoint analysis "widely-accepted as a reliable economic tool for isolating price premia"); *Odyssey Wireless, Inc. v. Apple Inc*. (S.D. Cal. Sept. 14, 2016, No. 15-CV-01735-H-RBB), 2016 WL 7644790, at *9 (conjoint is "a generally accepted method for valuing the individual characteristics of a product").)

Discovery and Class Counsel's evaluation of the Settlement terms for fairness and reasonableness support final approval of the Settlement. Through formal and informal discovery, the parties exchanged sales and revenue data, information concerning the Eligible Products, and representations made about the products to consumers. Class Counsel evaluated this information in conjunction with a preliminary, cross-sectional analysis of the cookware market and other cases concerning labeling claims, which have been linked to price premiums in a similar context. Gudmundson Decl. ¶ 13. Here, the Class Members' projected recovery under the Settlement is estimated at 2% based on the estimated 10.5% claims rate, which is twice the one estimated before Preliminary Approval. Datillo Decl. ¶ 17. This recovery aligns with other cases presenting similar case theories for class certification and is therefore fair and reasonable in light of the procedural posture of this case. (*See Hendricks*, *supra*, at *5 (final approval order noting settlement of labeling case was only a single-digit percentage of maximum exposure but fair given the case posture); *Broomfield*, *supra*at *9 *Linney*, *supra*, at p. 1242 (settlement amounting to a fraction of the possible recovery held reasonable in light of litigation risks) (collecting cases); *Wershba*, *supra*, at p. 250 (affirming approval of settlement that was a "fraction of the potential recovery"; even relatively "paltry" relief can be fair given the necessity of compromise).).

[9] The price premium theory of liability appreciates the Eligible Products had some value (*i.e.*, consumers could still cook with the cookware). As alleged, Class Members may not have purchased the Eligible Products but for the "free from" and "non-toxic" claims and could theoretically seek the full cost of the Eligible Products. *See* Amended Class Action Complaint, ¶¶ 20, 25, 30, 35, 40, 45, 50.

[10] Regression analysis identifies and quantifies the relationship between two or more variables and seeks to identify the variation in the so-called dependent variable (such as the price of non-stick pots and pans) through its relationship one or more independent or explanatory variables (such as non-toxic or free from PFAS). Regression analysis can further determine by how much certain explanatory variables increase the price of the product.

Class Counsel was able to fairly and reasonably evaluate the benefits of the Settlement without expending substantial resources on an expert hedonic regression or conjoint analysis and these resources are now available for the Class Members. Completing the expert analysis in this case would be complex, time consuming, and expensive, as it involves expert evaluation of nonequivalent qualifiers for price premiums and consumer interpretation. (See *In re ConAgra Foods, Inc.* (C.D. Cal. 2015) 90 F.Supp.3d 919, 1024*, aff'd sub nom. Briseno v. ConAgra Foods, Inc.* (9th Cir. 2017) 674 Fed.Appx. 654, *and aff'd sub nom. Briseno v. ConAgra Foods, Inc.* (9th Cir. 2017) 844 F.3d 1121 (finding the damages model required isolation of the price premium associated with misleading consumers).) It also, if completed for class certification, summary judgment, or trial, would deplete resources that could be allocated to Class Members. (See *In re ConAgra Foods, Inc.*, *supra*, 674 Fed.Appx. at p. 654 (finding the combination of multiple expert analysis, including hedonic regression and conjoint analysis, would be sufficient to calculate a price premium).) Settlement is also favorable now because it avoids risks associated with Defendant's potential challenges to a class-wide damages model, including *Daubert* motions and potential flaws related to isolating price premiums. Thus, it is appropriate to use similar cases and preliminary evaluation of the price premium to assess the reasonableness of the Class Members' recovery under the Settlement. The result of this preliminary analysis is that the recovery under the Settlement is substantially similar to a future, heavily litigated recovery and is therefore, fair, reasonable, and adequate.

VI. THE OTHER CLASS CERTIFICATION ELEMENTS ARE SATISFIED.

Plaintiffs seek certification of a class for the purposes of the Settlement pursuant to California Rules of Court 3.769(d). To certify a class under this Rule, the Settlement Class must possess the familiar attributes of numerosity, ascertainability, and community of interests. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) Certification of a Settlement Class is appropriate in this case because the proposed Settlement Class meets these requirements. Class Counsel is also skilled and experienced in litigating matters similar to the case at bar, which further supports certification. (See *Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1801); *see also* Gudmundson Decl., Ex. B (providing experience of Class Counsel).

A. Numerosity

A proposed class "must be 'numerous' in size such that 'it is impracticable to bring [every class member] before the court.'" (*Hendershot v. Ready to Roll Transp., Inc.* (2014) 228 Cal.App.4th 1213, 1222 (quoting Cal. Code Civ. P. § 382).) There is no set number in California law that meets the numerosity requirement, but the California Supreme Court has upheld a class with as few as ten members. (See *Bowles v. Sup. Ct. of City and Cnty of San Francisco* (1955) 44 Cal.2d 574; see also *Collins v. Rocha* (1972) 7 Cal.3d 232 (35 class members is sufficient); *Rose v. City of Hayward* (1981) 126 Cal.App.3d 926 (upholding certification of a class of 48 individuals); *Ass'n for Los Angeles Deputy Sheriffs v. Cnty of Los Angeles* (2021) 60 Cal.App.5th 327 (107 class members would be a sufficiently numerous class.) Here, the Settlement Class includes approximately 1.8 million individuals, based on Defendant's and retailers' sales data. Gudmundson Decl. ¶ 11. Joining that many individuals in the action would be cumbersome and expend significant resources. Further, California courts regularly certify classes substantially smaller than this proposed class. (See *Collins v. Rocha* (1972) 7 Cal.3d 232 (35 class members is sufficient); *Rose v. City of Hayward*, (1981) 126 Cal.App.3d 926 (upholding certification of a class of 48 individuals); *Ass'n for Los Angeles Deputy Sheriffs v. Cnty of Los Angeles* (2021) 60 Cal.App.5th 327 (107 class members would be a sufficiently numerous class).) The proposed Settlement Class is sufficiently numerous to warrant certification.

B. Ascertainability

The California Supreme Court describes an ascertainable class as one that "is defined in terms of objective characteristics and common transactional facts that make the ultimate identification of class members possible when that identification becomes necessary." (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980 (internal quotation omitted); see also *Sarun v. Dignity Health* (2019) 41 Cal.App.5th 1119, 1133-34 (finding a class was ascertainable even though identification of specific class members would require the defendant to manually search through payment records).) The purpose is "to allow a member of the class to identify himself or herself as having a right to recover based on the class description. (*Noel v. Thrifty Payless, Inc.*, *supra*, 7 Cal.5th at p. 1133 (internal brackets omitted).) The proposed Settlement Class is ascertainable because the class definition is objective and individuals will

be able to determine whether they are members of the Settlement Class. Indeed, the Settlement Class consists of persons who purchased one or more of the Eligible Products, which are specifically identified. Settlement ¶¶ 9, 17. The Settlement Class Members can determine their eligibility to participate in the Settlement because the definition of the Settlement Class uses plain words with an objective criterion for eligibility—a person either has or has not purchased a product from the list—and that is sufficient for an ascertainable class.

C. Community of Interest

Community of interest exists where there are: (1) predominant common questions of law or fact; (2) class representatives with claims typical of the class; and (3) class representatives who can adequately represent the class. (*Linder v. Thrifty Oil Co.*, *supra*, 23 Cal.4th at p. 435.) Each is present.

Predominance. Whether common questions of law or fact predominate requires the trial court to "examine the issues framed by the pleadings and the law applicable to the causes of action alleged." (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1024.) Class certification is appropriate if the defendant's liability is susceptible to common proof, even if there are other questions that must be resolved on an individual basis. (*Peviani v. Arbors at California Oaks Prop. Owner, LLC* (2021) 62 Cal.App.5th 874, 887.) Plaintiffs' claims here raise common questions of whether: (1) the labeling and marketing of Defendant's products were deceptive or misleading; and (2) a reasonable consumer would have been misled by the labeling and marketing. Additionally, Plaintiffs included eleven other common questions in their FAC. FAC ¶ 107(a)-(k). Even if there are some individual questions, those questions do not defeat the predominance. (*See Pascarella v. AM Retail Group Inc.* (Cal. Super., Oct. 19, 2016, No. BC589194) 2016 WL 10007377 (whether the defendant requested and recorded personal identification information from customers in connection with credit card purchases was sufficient to establish predominance).) Thus, the proposed Settlement Class satisfies the predominance requirements.

Typicality. Typicality requires members of the proposed class have the same or similar injury, the action be based on conduct which is not unique to the named plaintiffs, and other class members to have been injured by the same course of conduct. (*Johnson v. GlaxoSmithKline, Inc.* (2008) 166

Cal.App.4th 1497, 1509, *as modified on denial of reh'g* (Oct. 14, 2008).) Plaintiffs alleged a common course of conduct by Defendant that gave rise to the claims. FAC ¶ 108. The Class Representatives and the Class Members were all subjected to the same marketing, product labeling, and other allegedly misleading statements, regardless of where the conduct occurred. Id. at ¶¶ 18, 23, 28, 33, 38, 43, 48, 86-101. Further, the Class Representatives and the Class Members pursued claims based on the same legal theories. Id. at ¶¶ 102, 112, 127, 147, 149, 163, 175, 201, 204. These facts satisfy typicality.

Class Representatives' Adequacy of Representation. The Class Representatives will adequately represent the interests of the absent Class Members because there is no conflict or antagonism between the personal claims of the Class Representatives and the rest of the Class, and the claims are based on the same alleged conduct and injuries. (See *Johnson v. GlaxoSmithKline, Inc.*, *supra*, 166 Cal.App.4th at p. 1509 (adequacy of class representatives is meant to avoid conflicts between the representatives and the class as a whole).); Gudmundson Decl. ¶ 16-20, Ex. C. Indeed, the Class Representative purchased at least one of the Eligible Products and, at the time of their purchases, were subjected to the alleged misrepresentations at issue. (See *Johnson v. GlaxoSmithKline, Inc.*, *supra*, 166 Cal.App.4th at p. 1509.) These facts are sufficient here to establish that the Class Representatives are adequate and will protect the interests of the Settlement Class. (See *Batres v. Auto Detail Specialists & Svcs* (Cal. Super., Oct. 5, 2017, No. BC527344) 2017 WL 8640547, *4-5 (adequacy of class representative can be established through declaration of class counsel).)

Experienced Class Counsel. Proposed Class Counsel has experience and skill in conducting class actions and effectively directing settlement administration. Gudmundson Decl. ¶¶ 16-17, Ex. B. The experience of counsel and counsel's commitment to encouraging claims in this case supports the fairness, adequacy, and reasonableness of the Settlement and final approval of the Settlement. Id. ¶¶ 16-17*;* (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1802-03.)

VII. ENTRY OF PROPOSED FINAL JUDGMENT IS APPROPRIATE

For the foregoing reasons, Plaintiffs request that the Court enter the Proposed Order and Judgment granting the Plaintiffs' Motion for Final Approval in its entirety. Plaintiffs respectfully request the Court schedule a compliance hearing for a date within the range of January 13-17, 2026, to allow

adequate time for settlement distribution implementation and preparation of the required compliance status report.

Respectfully submitted,

Date: August 29, 2025

By: */s/ John r. Parker, Jr.*

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PROOF OF SERVICE

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 111 West Ocean Blvd. Ste. 426 Long Beach, California 90802. On August 29, 2025, I served a copy of the within document(s):

- **MEMORANDUM IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

on the interested parties in this action as follows:

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☑ : (**By EMAIL**) – In accordance with Code of Civil Procedure, § 1010.6, on the date specified below, I caused a copy of the document(s) described above to be sent to the person(s) at the e-mail address(es) listed below before 5:00 p.m. My business e-mail address is garrett@almeidalawgroup.com. I did not receive, within a reasonable time after the transmission, ANY electronic message or other indication that the transmission was unsuccessful.

On August 29, 2025, I served a copy of the within document(s):

- **MEMORANDUM IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

on the interested parties in this action as follows:

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☑ : (**BY U.S. MAIL**) – Placed in the United States Mail at Long Beach, California in an envelope with postage thereon fully prepaid address as follows:

☑ : (**By EMAIL**) – In accordance with Code of Civil Procedure, § 1010.6, on the date specified below, I caused a copy of the document(s) described above to be sent to the person(s) at the e-mail address(es) listed below before 5:00 p.m. My business e-mail address is garrett@almeidalawgroup.com. I did not receive, within a reasonable time after the transmission, ANY electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury that the foregoing is true and correct. Executed on August 29, 2025, at Long Beach, California.

/s/ Garrett Syke
Garrett Syke
Paralegal