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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF SAN BERNARDINO**

14  
15 STACY DORCAS, individually, and on behalf  
of all others similarly situated,

16 Plaintiff,

17 v.

18 ATERIAN, INC.

19 Defendant.  
20

CASE NO. CIVSB2222117

**SETTLEMENT AGREEMENT**

1 This Settlement Agreement (the “Settlement”) is made and entered into by and between the  
2 following parties: Plaintiff Stacy Dorcas (“Plaintiff” and/or “Class Representative”), individually  
3 and on behalf of the Settlement Class, and Defendant Aterian, Inc. (“Defendant” or “Aterian”).

4 **I. DEFINITIONS**

5 As used in this Settlement and all related documents, the following terms have the following  
6 meanings:

7 A. “Action” means the civil action entitled *Stacy Dorcas v. Aterian, Inc.*, which was  
8 filed in the Superior Court for the State of California, County of San Bernardino, on December 9,  
9 2022, Case No. CIVSB2222117.

10 B. “Authorized Claimant” means any Settlement Class Member who timely submits a  
11 Valid Claim Form that is not determined to be a Fraudulent Claim.

12 C. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and  
13 resolution of this Action, and Class Counsel’s expenses and costs incurred in connection with this  
14 Action, which the Court authorizes to be paid to Class Counsel.

15 D. “Claimant” means a Settlement Class Member that submits a Claim Form.

16 E. “Claims Deadline” means the date set by the Court for the last date on which a Claim  
17 Form may be submitted or postmarked. The Claims Deadline shall be no more than 180 days after  
18 the Preliminary Approval Order.

19 F. “Claim Form” means the form Settlement Class Members must submit to participate  
20 in the reimbursement provisions of the Settlement. The Claim Form is attached as Exhibit “A.”

21 G. “Class Counsel” means Faruqi & Faruqi, LLP.

22 H. “Class Notice” means, collectively, the notice provided to Settlement Class Members  
23 regarding the Settlement as outlined in Section V, which will be submitted to the Court in connection  
24 with the Parties’ motion for Preliminary Approval.

25 I. “Class Period” means December 9, 2018 up to and including the date Class Notice  
26 is provided to the Settlement Class Members.

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J. “Class Representative Service Award” means the amount that the Court authorizes to be paid to Plaintiff in recognition of Plaintiff’s efforts and risks in assisting with the prosecution of the Action.

K. “Common Fund” or “Settlement Amount” means a non-reversionary common fund of \$800,000 which shall be used to fund payments to Settlement Class Members, Class Notice and administration costs, any Class Counsel Award and costs awarded by the Court, and any Class Representative Service Award to Plaintiff awarded by the Court. Of the \$800,000 Common Fund, \$500,000 shall be made available in the form of cash (“Cash Fund”), and \$300,000 shall be made available in the form of Vouchers (“Voucher Fund”) which Settlement Class Members can use towards the purchase of any Mueller branded product.

L. “Complaint” means the class action complaint filed in the Action.

M. “Court” means the Superior Court for the State of California, County of San Bernardino.

N. “Covered Products” means all Mueller-branded products, identified in Exhibit G, sold during the Class Period.

O. “Effective Date” means:

1. The date twenty-five (25) days after service of notice of entry of the Final Judgment if and only if each of the following five conditions (the “Conditions”) are satisfied: (1) no motion or complaint to intervene is filed in the Action before entry of the Final Judgment; (2) no objections to the Settlement are asserted before entry of the Final Judgment; (3) no motion is filed within that 25-day period that extends the deadline to appeal the Final Judgment; (4) Class Counsel confirms within that 25-day period that it will not appeal any reduction by the Court of the Class Counsel Award; and (5) Plaintiff confirms within that 25-day period that she will not appeal any reduction by the Court in her Class Representative Service Award.

2. If any one of the Conditions is not satisfied, the date 65 days after notice of entry of the Final Judgment, plus any extension of the time to appeal resulting from the filing of a

1 motion that extends the deadline to appeal; assuming no appeal, writ or other request for appellate  
2 review is filed within the foregoing time period.

3           3.       If any appeal, writ, or other request for appellate review is filed, the date when  
4 that appeal, writ, or request for appellate review is finally ruled upon, denied, or dismissed, and no  
5 other appeal, writ or appellate review is possible.

6           P.       “Email Notice” means notice sent by email from the Claims Administrator to  
7 Settlement Class Members whose email addresses are known to the retailers of the Covered  
8 Products, as outlined in Section V of this Settlement and attached hereto as Exhibit “B.”

9           Q.       “Fraudulent Claims” means any Claim Forms the Settlement Administrator  
10 determines in good faith contain indicia of fraud, deceit, or other invalidity, including but not limited  
11 to any attempts to bypass the terms and limitations set out in this Settlement Agreement regarding  
12 Claim Forms, Authorized Claimants, Settlement Class Members, Individual Cash Settlement  
13 Payments and Individual Voucher Settlement Payments.

14           R.       “Final Approval Hearing” means the hearing at which the Court shall, among other  
15 things: (a) determine whether to grant final approval to this Settlement; (b) consider any timely  
16 objections to this Settlement and all responses thereto; and (c) rule on any application for attorneys’  
17 fees, costs, and/or service awards.

18           S.       “Final Judgment” means the final judgment, substantially in the form of Exhibit “C”  
19 attached hereto, in which the Court grants final approval of this Settlement.

20           T.       “Individual Cash Settlement Payment” means the amount payable from the Residual  
21 Settlement Amount to each Authorized Claimant under the terms of this Settlement.

22           U.       “Individual Voucher Settlement Payment” means the amount payable from the  
23 Voucher Fund to each Authorized Claimant under the terms of this Settlement.

24           V.       “Long Form Notice” means notice of the proposed Settlement to be provided to  
25 Settlement Class Members under Section V of this Settlement. The Long Form Notice is attached  
26 as Exhibit “D.”  
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W. “Objection/Exclusion Deadline” means the date set by the Court for the submission of objections or Requests for Exclusion (defined herein) from the Settlement Class and shall be no more than 180 days after the Preliminary Approval Order.

X. “Parties” means Plaintiff individually, and on behalf of the putative Settlement Class, and Defendant.

Y. “Person” means any individual, proprietorship, corporation, partnership, limited partnership, limited liability company, association, trust, unincorporated association, or any other type of entity or association of any kind including but not limited to any governmental body or authority.

Z. “Preliminary Approval” means the date the Court preliminarily approves the terms and conditions of this Settlement, including but not limited to, conditionally certifying the Settlement Class, approving and authorizing Class Notice to the Settlement Class, appointing the Settlement Administrator, and setting a Final Approval Hearing.

AA. “Preliminary Approval Order” means the order, substantially in the form of Exhibit “E” attached to this Settlement, in which the Court grants Preliminary Approval.

BB. “Publication Notice” means notice of this Settlement to be provided to Settlement Class Members under Section V of the Settlement substantially in the form attached as Exhibit “F.”

CC. “Released Parties” means Defendant and any entity in which Defendant has a controlling interest, its existing and former subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, predecessors in interest, affiliates, heirs, successors, or assigns.

DD. “Releasing Parties” means Plaintiff and Settlement Class Members, on behalf of themselves and any of their heirs, representatives or assigns.

EE. “Request(s) for Exclusion” means a valid request for exclusion from a Settlement Class Member.

FF. “Released Claims” means any and all past, present and future 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,

1 developed or undeveloped, arising under any laws, including but not limited to common law,  
2 regulations or laws, statutory law, or otherwise, whether such law is federal, foreign, or under the  
3 authority of any state, municipality, administrative or regulatory body, or arises under any other  
4 authority, including but not limited to any claims, demands, actions, or causes of action for unjust  
5 enrichment, negligence, misrepresentation, fraud, breach of warranty express or implied, violation  
6 of California Civil Code 1750 et seq., violation of California Business and Professions Code  
7 Sections 17200 et seq. and 17500 et seq. or any related or similar consumer protection statutes,  
8 restitution, disgorgement of profits, injunctive or declaratory relief, arising in any manner from  
9 allegations, facts, circumstances or occurrences during the Class Period and set forth in the  
10 Complaint. However, this definition expressly excludes claims for personal injury and claims to  
11 enforce the Settlement.

12 GG. “Residual Settlement Amount” shall mean the amount of the Cash Fund, less the  
13 costs of the Class Counsel Award, Settlement Administration Costs, and the Class Representative  
14 Service Award.

15 HH. “Settlement Administrator” or “Claims Administrator” means A.B. Data, Ltd.

16 II. “Settlement Administration Costs” means all cost of providing and distributing the  
17 Class Notice and all other costs of settlement administration, including not limited to amounts to be  
18 paid the Settlement Administrator for performing its tasks.

19 JJ. “Settlement Class” means all Persons who purchased any of the Covered Products  
20 in the United States, its territories, or at any United States military facility or exchange during the  
21 Class Period. Excluded from the Settlement Class shall be the assigned Judge to the Action, counsel  
22 to the Parties, Mediator Louis M. Meisinger, and their employees, legal representatives, heirs,  
23 successors, assigns, or any members of their immediate family; any government entity; Defendant,  
24 any entity in which Defendant has a controlling interest, any of Defendant’s subsidiaries, parents,  
25 affiliates, and officers, directors, employees, legal representatives, predecessors in interest, heirs,  
26 successors, or assigns, or any members of their immediate family; and any Persons who timely opt-  
27 out of the Settlement Class.

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KK. “Settlement Class Member” means any member of the Settlement Class.

LL. “Valid Claim Form” means a timely Claim Form submitted by a Settlement Class Member that satisfies all the criteria to qualify for reimbursement established by the Parties’ counsel and the Settlement Administrator.

MM. “Voucher” means a document provided by the Claims Administrator in response to a Valid Claim Form that can be redeemed at Defendant’s online webstore (muellerdirect.com). All Vouchers have a cash value, are freely transferrable to others, may be combined, and have no expiration date.

**II. LITIGATION BACKGROUND**

A. Plaintiff alleges that during the Class Period, Defendant falsely and deceptively labeled and advertised the Covered Products with an image of the Austrian flag and the name “Austria” (together, the “Austrian Representations”), which led reasonable consumers into believing that the Covered Products were made in Austria when, unbeknownst to consumers, the Covered Products were not made in Austria. Plaintiff further alleges that Plaintiff and Settlement Class Members paid more for the Covered Products as a result of those alleged statements. Plaintiff has asserted claims on behalf of herself and for others similarly situated in the United States based on such allegations.

B. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and further contends that, for any purpose other than settlement, the claims alleged in the Action are not appropriate for class treatment. More specifically, Defendant contends, among other things, that its labeling, marketing, packaging, and advertising for the Covered Products is not deceptive as a matter of law, and that such labels, marketing, advertising, and packaging do not in any manner mislead or make misleading suggestions about the geographical location of the Covered Products. Defendant further contends that such materials fully comply with all federal and other regulations; that most consumers view the additional information about the Covered Products available on other portions of the labeling, packaging, or on the internet and which specifically describes the location in which the Covered Products are manufactured; that to the

1 extent any consumers claim reliance on labelling, packaging, or advertising for the Covered  
2 Products, such claims raise intensely individual issues not suitable for class treatment.

3 C. The Parties have, in advance of settlement on April 13, 2022, engaged in a full-day,  
4 arms-length negotiation with the Hon. Louis M. Meisinger, Ret. of Signature Resolution, a highly  
5 experienced mediator, and have further engaged in an informal exchange of documents and other  
6 information pertaining to the Settlement Class Member’s claims. The Parties have had a full and  
7 fair opportunity to evaluate the strengths and weaknesses of their respective positions.

8 D. Based on the current state of the law, the expense, burden, and time necessary to  
9 prosecute the Action through trial and possible appeals, the risks and uncertainty of further  
10 prosecution of the Action considering the defenses at issue, the sharply contested legal and factual  
11 issues involved, and the relative benefits to be conferred upon Plaintiff and Settlement Class  
12 Members pursuant to this Settlement, Class Counsel has concluded that a settlement with Defendant  
13 on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement  
14 Class in light of all known facts and circumstances.

15 E. Defendant recognizes the expense and length of continued proceedings necessary to  
16 continue the Action through trial and through possible appeals. Defendant also recognizes that the  
17 expense and time spent pursuing the Action has detracted and will further detract from resources  
18 that may be used to run Defendant’s business. Defendant denies any wrongdoing or liability arising  
19 out of any of the facts or conduct alleged in the Action and believes that it has valid defenses to  
20 Plaintiff’s claims.

21 F. Based on the foregoing, which the Parties expressly incorporate as material terms of  
22 the Settlement, it is the desire of the Parties to fully, finally, and forever settle, compromise, and  
23 discharge the Released Claims. Therefore, it is the intention of the Parties that this Settlement shall  
24 constitute a full, final and complete settlement and release, which release includes in its effect all of  
25 the Released Parties with respect to any and all claims which were alleged, or could have been  
26 alleged, by Plaintiff on her own behalf or on behalf of the Settlement Class in the Action.  
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1 **III. TERMS OF SETTLEMENT**

2 In consideration of the mutual covenants and promises set forth herein, and subject to Court  
3 approval, the Parties agree as follows:

4 A. Certification of Class: For settlement purposes only, and without any finding or  
5 admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this  
6 Settlement, the Parties consent to and agree to the establishment and conditional certification of the  
7 Settlement Class.

8 B. Certification is Conditional: This certification is conditional on the Court’s  
9 preliminary and final approval of this Settlement. In the event the Court does not approve all  
10 material terms of the Settlement, then the certification shall be void and the Settlement and all orders  
11 entered in connection therewith, including but not limited to any order conditionally certifying the  
12 Settlement Class, shall become null and void and shall be of no further force and effect and shall  
13 not be used or referred to for any purposes whatsoever in the Action or in any other case or  
14 controversy. And, in such an event, this Settlement and all negotiations and proceedings related  
15 thereto shall be deemed to be without prejudice to the rights of any and all parties hereto, who shall  
16 be restored to their respective positions as of the date of this Settlement, and Defendant shall not be  
17 deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein  
18 or to whether those claims are amenable to class-based treatment.

19 C. Releases: Upon the Effective Date, and except as to such rights or claims as may be  
20 created by this Settlement, the Releasing Parties shall fully release and discharge each and every  
21 one of the Released Parties from the Released Claims.

22 Plaintiff and each of the other Releasing Parties expressly waives and relinquishes, to the  
23 fullest extent permitted by law, the provisions, rights and benefits of California Civil Code section  
24 1542, or any other similar provision under federal or state law, which provides:

25 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
26 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**  
27 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**  
28 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**  
**KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**

**AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Notwithstanding the provisions of Section 1542 and any similar provisions, rights, and benefits conferred by any law, rule, regulation, or common-law doctrine in any federal, state, or foreign jurisdiction, Plaintiff and the Releasing Parties each understand and agree that the Released Claims and other claims released by Plaintiff as set forth herein are intended to include all claims, whether known or unknown, that Plaintiff or the Releasing Parties have or may have against Defendant and other Released Parties arising from the Complaint.

The Releasing Parties and Plaintiff each represent and warrant that each of them has not assigned, transferred or encumbered, or purported to assign, transfer or encumber, directly or indirectly, voluntarily, by operation of law, or otherwise any portion of any Released Claims or of the other claims released by Plaintiff.

D. Compensation to the Settlement Class: In consideration of a full, complete, and final settlement of the Action, entry of the Final Judgment, and the Releases in this Section III, and subject to the Court’s approval, the Parties agree to the following relief:

1. Monetary Relief: Authorized Claimants can elect to receive a \$7.50 cash payment per Covered Product purchased during the Class Period for up to two (2) Covered Products (subject to a pro-rata increase or decrease as discussed in III.D.3). Alternatively, in lieu of a cash payment, Authorized Claimants can elect to receive a \$15.00 Voucher per Covered Product purchased during the Class Period for up to two (2) Covered Products (subject to a pro-rata increase or decrease as discussed in III.D.4).

Proof of purchase is not required for either the Individual Cash Settlement Payment or the Individual Voucher Settlement Payment. Authorized Claimants shall be solely responsible for any and all taxes arising from payment of the Individual Cash Settlement Payments.

2. Provision of Settlement Benefits: Defendant shall transmit to the Settlement Administrator the total Cash Fund and Voucher Fund for all settlement benefits (the “Settlement Amount”) by no later than seven (7) days after Preliminary Approval. The Settlement Administrator shall pay all Individual Cash Settlement Payments and Individual Voucher Settlement Payments to

1 Authorized Claimants within forty-five (45) calendar days of the Effective Date. The Settlement  
2 Administrator will distribute the Individual Cash Settlement Payments digitally to Authorized  
3 Claimants, via the email(s) provided on the Claim Form. Authorized Claimants will be provided  
4 with a number of digital payment options, such as PayPal, Venmo, or a digital debit card, to  
5 immediately receive their Settlement Payment. The distribution communication will inform  
6 Authorized Claimants of the deadline to redeem their payment digitally, and will also provide  
7 instructions on how to request a paper check be mailed should they prefer that instead. A declaration  
8 of payment will be filed by the Settlement Administrator with the Court and provided to the Parties  
9 within ten (10) calendar days of mailing and digitally paying the settlement proceeds.

10 3. Pro Rata Adjustment of Individual Cash Settlement Payments: If the total  
11 value of all approved Claims either exceeds or falls short of the Residual Settlement Amount  
12 available for distribution to Authorized Claimants, then the amounts of the Individual Cash  
13 Settlement Payments will be reduced or increased pro rata, respectively, to ensure the Residual  
14 Settlement Amount is exhausted. Any such pro rata adjustment will be calculated prior to  
15 distribution (*i.e.*, will be made in a single distribution).

16 4. Pro Rata Adjustment of Individual Voucher Settlement Payments: If the total  
17 value of all approved Claims either exceeds or falls short of the Voucher Fund available for  
18 distribution to Authorized Claimants, then the amounts of the Individual Voucher Settlement  
19 Payments will be reduced or increased, pro rata, respectively, to ensure the Voucher Fund is  
20 exhausted. Any such pro rata adjustment will be calculated prior to distribution (*i.e.*, will be made  
21 in a single distribution).

22 5. Injunctive Relief: For a period of no less than five (5) years after the Effective  
23 Date, and subject to all necessary regulatory approvals by appropriate governing agencies,  
24 Defendant shall not use the word “Austria” or the Austrian flag on any of the Mueller-branded  
25 products, its packaging, labeling, and/or its online marketing, including but not limited to its  
26 Mueller-branded products listings on third-party retail sites such as Amazon.com and websites  
27 maintained by Aterian (including muellerdirect.com). Defendant shall be permitted four (4) weeks  
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1 from entry of the Final Judgment to modify the online marketing described in the proceeding  
2 sentence (“Online Marketing Deadline”). For removal of any doubt, however, references by third-  
3 party retail sites to “Mueller Austria”, “Mueller Austria Store” or third-party references to prior  
4 Mueller-branded products will not be construed as a violation of the injunctive relief. Additionally,  
5 Defendant shall be permitted to sell through existing inventory of the Products that contain the word  
6 “Austria” and/or the Austrian flag. The Parties acknowledge that Defendant cannot easily control  
7 the disposition of Products, and, for this reason, the Online Marketing Deadline is the date  
8 Defendant will agree to remove the word Austria and/or the Austrian flag from online marketing  
9 internally. Defendant cannot control when all of its existing inventory will be exhausted. These  
10 changes are agreed by the Parties to be sufficient to prevent any confusion by a reasonable consumer  
11 of the geographical origin of the Products. Any cost incurred by Defendant in achieving the  
12 injunctive relief discussed herein shall be borne separate and apart from the Settlement Amount  
13 (\$800,000).

14 E. Service Award for Class Representative: Class Counsel agrees that it will apply to  
15 the Court for a service award for the Class Representative in an amount not to exceed \$1,500, for  
16 her participation as the Class Representative, for taking on the risks of litigation, for her general  
17 release, and for settlement of her individual claims as a Settlement Class Member in this Action.  
18 The Settlement Administrator shall pay the Class Representative Service Award to Plaintiff within  
19 fifteen (15) calendar days of the Effective Date. The Settlement Administrator shall issue an IRS  
20 Form 1099-MISC to Plaintiff solely for the amount awarded by the Court for her Class  
21 Representative Service Award. Plaintiff shall be solely and legally responsible to pay and all  
22 applicable taxes on her Class Representative Service Award, and shall hold harmless Defendant and  
23 Class Counsel from any claim or liability for taxes, penalties, or interest arising as a result of the  
24 Class Representative Service Award. Defendant has the right to contest the Class Representative  
25 Service Award. Plaintiff shall preserve the right to appeal any reduction in the amount of her Class  
26 Representative Service Award, but any such reduction shall not affect the validity of this Settlement.

27 F. Attorneys’ Fees and Costs:  
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1. Class Counsel agrees that it will apply to the Court, no later than 30 days prior to the Objection/Exclusion Deadline for an award of attorneys’ fees plus costs and expenses not to exceed 25% of the Common Fund (\$800,000). Defendant has the right to contest Class Counsel’s request of fees and costs. Class Counsel shall preserve the right to appeal any reduction in the amount of the Class Counsel Award, but any such reduction shall not affect the validity of this Settlement.

2. If approved by the Court, the Settlement Administrator shall pay Class Counsel the Class Counsel Award within fifteen (15) calendar days of the Court’s entry of the Final Judgment. If the Final Judgment is reversed on appeal, Class Counsel will return the Class Counsel Award to Defendant. Class Counsel shall, as a condition of this Settlement, execute and return to Defendant the Acknowledgment and Guarantee in the form attached as Exhibit “G”.

3. The Class Counsel Award shall be for and in complete satisfaction of all attorneys’ fees and costs incurred to date by Plaintiff and/or Class Counsel on behalf of Plaintiff and the Settlement Class, and of all such future fees and costs including, but not limited to, fees and costs incurred in documenting this Settlement, securing Court approval of this Settlement, monitoring this Settlement, reviewing and participating in the claims administration process, obtaining the Final Judgment, and addressing any appeals. The Settlement Administrator will issue Class Counsel an IRS Form 1099 for the Class Counsel Award. Class Counsel understand and agree that they shall be solely responsible for any and all taxes and/or penalties arising from payment of the Class Counsel Award provided herein.

G. Defendant’s Monetary Obligations Shall Be Limited to The Settlement Amount: Other than the payment of the Settlement Amount, Defendants and the Released Parties shall have no further monetary obligation to Plaintiff, the Settlement Class Members, or Class Counsel under this Settlement. All Settlement Administration Costs, any Class Counsel Award and any and all costs associated with the allocation and distribution of the Residual Settlement Amount and Voucher Fund will be paid solely out of the Settlement Amount, and no Defendant shall have any obligation to pay or bear any amounts, expenses, costs, damages, assessment or fees to or for the benefit of any

1 Plaintiff, Settlement Class Member, or Class Counsel. Except as set forth in Section III.F above,  
2 the Parties shall bear all their own costs and attorneys' fees in connection with the Settlement and  
3 the Action.

4 **IV. ADMINISTRATION OF SETTLEMENT**

5 A. The Settlement Administrator's duties to administer the Settlement include: (1)  
6 preparing and publishing Class Notice; (2) establishing and maintaining a settlement website for  
7 notification and Claim Form distribution; (3) establishing a telephone number and responding to  
8 inquiries and requests for Claim Forms and assistance from Settlement Class Members; (4) receiving  
9 and independently reviewing the Claim Forms submitted by Settlement Class Members for the  
10 purpose of verifying any amounts due to Authorized Claimants; (5) receiving and serving upon  
11 Class Counsel and Defendant's counsel any written objections or Requests for Exclusion; (6)  
12 reporting, in summary or narrative form, to Class Counsel, Defendant's Counsel, and the Court,  
13 regarding the completion of its tasks identified within this Settlement; and (7) carrying out other  
14 related tasks in accordance with the terms of this Settlement, including printing and sending the  
15 Individual Cash Settlement Payments or Individual Voucher Settlement Payments to Authorized  
16 Claimants.

17 B. Defendant shall pay, using the Settlement Amount, the Settlement Administrator's  
18 reasonable costs and fees associated with administering this Settlement, and all costs associated with  
19 publication and distribution of Class Notice to Settlement Class Members.

20 C. All disputes relating to the Settlement Administrator's ability and need to perform  
21 its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over  
22 the terms and conditions of this Settlement, until all payments and obligations contemplated by the  
23 Settlement have been fully carried out.

24 **V. NOTICE TO THE SETTLEMENT CLASS**

25 A. Class Notice: Subject to Court approval, the Parties agree that after entry of the  
26 Preliminary Approval Order, Defendant shall provide the Settlement Class with notice of the  
27 Settlement by the following methods, which shall be paid for from the Settlement Amount:  
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1. Settlement Website: No later than twenty (20) calendar days following entry of the Preliminary Approval Order, the Settlement Administrator shall create and publish a website dedicated to this Settlement, displaying, *inter alia*, the downloadable Claim Forms (Exhibit “A”) and Long Form Notice (Exhibit “D”).

2. Direct Email Notice: Twenty (20) calendar days following entry of the Preliminary Approval Order, the Settlement Administrator shall do the following:

3. With respect to any Covered Products purchased by Settlement Class Members on the muellerdirect.com website (“Direct Purchasers”), the Settlement Administrator shall:

- (i) **Begin sending or causing to be disseminated a copy of the Email Notice (Exhibit “B”) to every Direct Purchaser whose email address can reasonably be identified in the records of Defendant.**
- (ii) For all other Direct Purchasers for whom or which a mailing address, but no email address or other electronic means of contact, can be reasonably identified, the Settlement Administrator shall send or cause to be sent a copy of the Email Notice in the form of a postcard by U.S. mail.
- (iii) The Settlement Administrator will forward Email Notices that are returned by the U.S. Postal Service or electronically with a forwarding address to the Direct Purchaser. For Email Notices returned as undeliverable, the Settlement Administrator shall make reasonable effort to determine a proper email address, other electronic contact information, or mailing address, and resend the Email Notice. All costs related to this process shall be included in the Settlement Administration Costs.

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4. With respect to any Covered Products purchased by Settlement Class Members on Amazon.com (“Amazon”) (“Amazon Purchasers”), the Parties agree that the Parties shall take reasonable steps to ensure Amazon timely complies with the following: :

(i) Provide the Email Notice (Exhibit “B”) to Amazon Purchasers on its respective customer list. No later than 45 day prior the Objection/Exclusion Deadline, Amazon shall certify it has provided Email Notice by filing with the Court a declaration substantially in a form to be approved by the Court as part of the Preliminary Approval Order. Counsel for the Parties and the Settlement Administrator shall provide oversight and guidance to Amazon as necessary.

(ii) The Parties shall take reasonable steps to ensure timely compliance by Amazon to allow a reasonable amount of time for Amazon Purchasers to submit a Claim Form before the Claims Deadline.

5. Publication Notice: No later than twenty (20) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator will cause to be published the Publication Notice, in the form attached hereto as Exhibit “F” in the San Bernardino Sun for four successive weeks.

6. Toll-Free Telephone Support: No later than twenty (20) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator shall establish a toll-free support system to provide Settlement Class Members with (a) general information about the Action; (b) frequently asked questions and answers; and (c) the ability to request a Long Form Notice or Claim Form.

B. Declaration of Compliance: Within fourteen (14) calendar days of the Claims Deadline, the Settlement Administrator shall provide the Parties with a declaration attesting to



1 completion of the notice process set forth in this section. The Settlement Administrator shall provide  
2 weekly reports detailing claims received and administered.

3 **VI. CLAIMS PROCESS/CLAIMS ADMINISTRATION**

4 A. Claim Form: Settlement Class Members may obtain a Claim Form from the  
5 Settlement Administrator by calling the toll-free number or by visiting the website identified in the  
6 Long Form Notice and Publication Notice. Each Claim Form will include instructions and the date  
7 the form must be returned in order for the claim to be considered eligible under the settlement.

8 B. Submission of Claim Form: All Claim Forms shall be signed under penalty of perjury  
9 and filed electronically or sent directly to the Settlement Administrator at the address indicated on  
10 the Claim Form. The Settlement Administrator shall review the Claim Forms and make any  
11 calculations of payments to be distributed to the Settlement Class Members.

12 C. Validity of Submitted Claims: No Claim Form will be deemed valid if it is not signed  
13 by the Settlement Class Member under penalty of perjury, is not postmarked or submitted  
14 electronically on or before the Claims Deadline or does not contain the requested information. Any  
15 Settlement Class Members who fail to submit Valid Claim Forms and fail to submit a timely and  
16 valid Request for Exclusion, shall be bound by all terms of the Settlement and any judgment entered  
17 in this Action, including releasing all Released Claims but will be barred from receiving any  
18 monetary relief under this Settlement.

19 D. Report of Individual Settlement Payments: Upon completion of its calculation of  
20 payments, and within thirty (30) calendar days following the Claims Deadline, the Settlement  
21 Administrator shall provide Class Counsel and Defendant's counsel with a report listing the amount  
22 of all Individual Cash Settlement Payments and Individual Voucher Settlement Payments to be made  
23 to each Authorized Claimant.

24 E. Fraudulent Claims: The Settlement Administrator shall use good faith and  
25 appropriate procedures to prevent, detect, and reject the payment of Fraudulent Claims and ensure  
26 payment of only legitimate claims. The Settlement Administrator shall notify the claimant via mail  
27 or email of the rejection. If any Claimant whose Claim Form has been rejected, in whole or in part,  
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1 desires to contest such rejection, the Claimant must, within twenty-one (21) calendar days from  
2 receipt of the rejection, mail or email the Settlement Administrator a notice and statement of reasons  
3 indicating the grounds for contesting the rejection along with any supporting documentation,  
4 requesting further review by the Settlement Administrator of denial of the rejected Claim Form. If  
5 any claimant whose Claim Form has been rejected fails to respond to the Settlement Administrator  
6 within twenty-one (21) calendar days from receipt of the rejection, the rejection shall be deemed  
7 final and valid. The Settlement Administrator, in consultation with Defendant's Counsel and Class  
8 Counsel, shall notify the Claimant of its decision within ten (10) business days from receipt of the  
9 Claimant's reply contesting the rejection.

10 F. Effect of Failure to Submit A Valid Claim Form: All Settlement Class Members  
11 who do not file valid Requests for Exclusion shall be bound by all of the releases and other terms of  
12 this Settlement, whether or not they submit a Valid Claim Form or actually receive payment or cash  
13 their checks for their Individual Cash Settlement Payment or redeem their Individual Voucher  
14 Settlement Payments, and shall not be permitted to seek any further payment or any personal relief  
15 of any kind including on account of the Released Claims.

16 G. Uncashed Individual Cash Settlement Payment: Authorized Claimants will have one  
17 hundred eighty (180) calendar days from the date of issuance of the check to cash their settlement  
18 check. Any check not cashed after 180 calendar days shall be dealt with in accordance and  
19 compliance with California Code of Civil Procedure § 384. The Settlement Administrator shall  
20 inform the Parties regarding the status of any uncashed checks at the conclusion of the 180-calendar  
21 day check cashing period, including the amounts at issue and the identity of any affected Authorized  
22 Claimant.

## 23 **VII. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM** 24 **SETTLEMENT**

25 A. Objections: Only Settlement Class Members who do not file timely Requests For  
26 Exclusion may on their own behalf and not on behalf of any class, object to the Settlement  
27 ("Objection Statement"). Those who wish to object to the Settlement may do so in writing submitted  
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1 to the Settlement Administrator by the Objection/Exclusion Deadline. In addition, those who wish  
2 to object to the Settlement may appear (or appear through counsel) at the Final Approval Hearing.  
3 Settlement Class Members do not need to attend the Final Approval Hearing in order to object, but  
4 shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate  
5 counsel). Objection Statements can be submitted to the Settlement Administrator by: (1) mailing the  
6 written Objection Statement. Objection Statements that do not include all required information  
7 and/or that are not submitted on a timely basis, will be deemed null, void, and ineffective. The date  
8 of the postmark on the mailing envelope shall be the exclusive means used to determine whether a  
9 Settlement Class Member's Objection Statement has been timely submitted. In the event that the  
10 postmark is illegible, the Objection Statement shall be deemed untimely unless it is received by the  
11 Settlement Administrator after five (5) calendar days of the Objection/Exclusion Deadline. Written  
12 Objection Statements must contain a caption or title that identifies it as "Objection to Class  
13 Settlement in *Dorcas v. Aterian, Inc.*, Case No. CIVSB2222117" and shall also contain:

- 14 i) Information sufficient to identify and contact the objecting Settlement Class  
15 Members, including name, address, telephone number, and, if available,  
16 email address, and if represented by counsel, the foregoing information for  
17 his/her counsel;
- 18 ii) Whether the Settlement Class Member, or his or her counsel, intends to  
19 appear at the Final Approval Hearing;
- 20 iii) A clear and concise statement of the Settlement Class Member's objection,  
21 including all bases and legal grounds for the objection and copies of paper,  
22 briefs, or other documents upon which the objection is based;
- 23 iv) Documents sufficient to establish the person's standing as a Settlement  
24 Class Member, *i.e.*, verification under penalty of perjury as to the person's  
25 purchase of Covered Products during the Class Period, or a proof of  
26 purchase; and
- 27 v) The Settlement Class Member's signature.

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1. Response to Objections: Class Counsel and/or Defendant may, at least fourteen (14) business days (or such other number of days as the Court shall specify) before the Final Approval Hearing, file any responses to any written Objection Statements submitted to the Court by Settlement Class Members in accordance with this Settlement.

B. Procedure for Requesting Exclusion: Settlement Class Members who wish to opt out of this Settlement must submit a written statement by the Objection/Exclusion Deadline (“Requests for Exclusion”). 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. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Settlement Class Member’s Request for Exclusion has been timely submitted. In the event that the postmark is illegible, the Request for Exclusion shall be deemed untimely unless it is received by the Settlement Administrator after five (5) calendar days of the Objection/Exclusion Deadline. 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 or appeal. 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 Action if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement. Requests for Exclusions must include:

- i. The Settlement Class Member’s name;
- ii. The Settlement Class Member’s address;
- iii. A statement that indicates that the Settlement Class Member wishes to be excluded from *Dorcas v. Aterian, Inc.*, Case No. CIVSB2222117; and
- iv. The Settlement Class Member’s signature;
- v. The request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than the date set by the Court for the submission of objections or Requests for Exclusion from the class

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and shall be no more than 180 days after the Preliminary Approval Order:

- 1. *Dorcas v. Aterian, Inc.* Settlement Administrator [address] [City],  
[ST] [ZIP]

C. **Objection Statements and/or Requests for Exclusion:** The Settlement Administrator shall, on a daily basis: (1) keep records of the date it receives Requests for Exclusion and written Objection Statements; and (2) serve copies of same on Class Counsel and Defendant’s counsel no later than seven (7) calendar days after the Objection/Exclusion Deadline. The Settlement Administrator shall inform Class Counsel and Defendant’s counsel of any such documents received that were ineffectively or untimely submitted.

D. **No Solicitation of Settlement Objections or Exclusions:** The Parties agree to use their best efforts to carry out the terms of this Settlement. 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 participating as a Settlement Class Member, or encourage any Settlement Class Member to appeal from the Final Judgment.

**VIII. DUTIES OF THE PARTIES PRIOR TO FINAL COURT APPROVAL**

The Parties shall promptly submit this Settlement to the Court in support of the Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement, Plaintiff shall apply to the Court for the entry of a Preliminary Approval Order substantially in the following form, as more particularly set forth on Exhibit “E”:

A. **Scheduling a Final Approval Hearing,** no earlier than thirty (30) days after Class Counsel files its motion for final approval, on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class Members;

B. **Approving as to form and content the Publication Notice and the Long Form Notice;**

C. **Approving as to form and content the proposed Claim Form and instructions;**

D. **Directing publication of the Publication Notice, and the method and frequency of Class Notice;**

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E. Preliminarily approving the Settlement;

F. Preliminarily and conditionally certifying the Settlement Class for settlement purposes;

G. Preliminarily approving the Settlement Administrator and the administration of the settlement in accordance with the procedures set forth in this Settlement;

H. Staying all proceedings in the Action, and enjoining the prosecution of any other individual or class claims; and

I. Providing that, in the event the Settlement set forth in this Settlement is not approved by the Court, or in the event that this Settlement becomes null and void pursuant to its terms, this Settlement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy; and that in such an event, this Settlement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of the Parties to, who shall be restored to the respective positions as of the date of this Settlement. In the event the Court does not enter the Preliminary Approval Order described herein, or decides to do so only with material modifications, then this entire Settlement shall become null and void, unless the Parties hereto agree in writing to proceed with this Settlement as modified.

The Parties shall stipulate and seek whatever preliminary court approval may be required to stay all proceedings in the Action, and continue all otherwise applicable deadlines in the Action, including but not limited to any deadline for responding to the complaint in the Action or conducting discovery, pending the proceedings to obtain preliminary and final approval of the Settlement.

**IX. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL**

Class Counsel will submit a proposed Final Judgment at the Final Approval Hearing in the form set forth as Exhibit “C,” which shall:

A. Confirm the certification of the Settlement Class as defined above;

1 B. Decree that neither the Final Approval nor this Settlement constitutes an admission  
2 of liability, fault or wrongdoing;

3 C. Release the Released Parties from the Released Claims of the Releasing Parties;

4 D. Approve the Settlement, finding that it is entered into good faith, is reasonable, fair  
5 and adequate, and is in the best interest of the Settlement Class Members;

6 E. Approve the Class Counsel Award and the Class Representative’s Service Award;  
7 and

8 F. Make such orders as are necessary and appropriate to effectuate the terms and  
9 conditions of this Settlement.

10 **X. FINAL APPROVAL HEARING**

11 The Court shall conduct a Final Approval Hearing so that the Court may review any  
12 objections to the Settlement, consider the fairness, reasonableness, and adequacy of the Settlement  
13 and consider the motion for Final Approval, for the Class Counsel Award, and for the Class  
14 Representative Service Award. The date of the Final Approval Hearing shall be posted in advance  
15 of the hearing on the website maintained by the Settlement Administrator. If the date of the Final  
16 Approval Hearing is subsequently modified by the Court, no further notice is required to be  
17 published to Settlement Class Members, except that the Parties will notify any Settlement Class  
18 Member who has filed a written Objection Statement of any change to the date of the Final Approval  
19 Hearing. In the event the Court does not enter the Final Judgment as specified on Exhibit C, or  
20 decides to do so only with material modifications, then this entire Settlement shall become null and  
21 void, unless the Parties hereto agree in writing to proceed with this Settlement as modified.

22 **XI. CONFIRMATORY DISCOVERY**

23 Prior to execution of the Settlement Agreement Defendant shall provide confirmatory  
24 discovery to Class Counsel regarding the Covered Products and the Settlement Class. To the extent  
25 necessary, Defendant and Plaintiff will provide any additional confirmatory discovery as may be  
26 necessary to effectuate the terms of the Settlement.  
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1 **XII. PARTIES' AUTHORITY**

2 The signatories represent that they are fully authorized to enter into this Settlement and bind  
3 the Parties to its terms and conditions.

4 **XIII. MUTUAL FULL COOPERATION**

5 The Parties agree to cooperate fully with each other to accomplish the terms of this  
6 Settlement, including but not limited to, execution of such documents and the taking of such other  
7 action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall  
8 use their best efforts, including all efforts contemplated by this Settlement and any other efforts that  
9 may become necessary by order of the Court, or otherwise, to effectuate this Settlement. As soon as  
10 practicable after execution of this Settlement, Class Counsel, with the assistance and cooperation of  
11 Defendant and its counsel, shall take all necessary steps to secure the Court's final approval of this  
12 Settlement. Defendant agrees that it will not attempt to discourage Settlement Class Members from  
13 submitting Claim Forms.

14 **XIV. NO ADMISSION**

15 This Settlement is not to be construed or deemed as an admission of liability, culpability,  
16 negligence, or wrongdoing on the part of Defendant. Defendant denies all liability for claims  
17 asserted in the Action. Each of the Parties has entered into this Settlement with the intention to avoid  
18 further disputes and litigation with the attendant inconvenience and expenses. This Settlement is a  
19 settlement document and shall, pursuant to Cal. Evid. Code §§ 1151 and 1152 and any comparable  
20 laws of any other state or jurisdiction, be inadmissible in evidence in any proceeding in order to  
21 establish liability or the propriety of class certification. The preceding sentence shall not apply to an  
22 action or proceeding to approve or enforce this Settlement.

23 **XV. ENFORCEMENT ACTIONS**

24 The Court shall retain jurisdiction, and shall have sole and exclusive jurisdiction, to enforce,  
25 interpret and implement this Settlement, including any alleged violations of the Settlement, and the  
26 terms of any order entered pursuant to this Settlement.  
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**XVI. COMPLETE DEFENSE**

To the extent permitted by law, this Settlement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Settlement.

**XVII. NOTICES**

Unless otherwise specifically provided, all notices, demands or other communications in connection with this Settlement 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 the Settlement Class	For Defendant
Lisa Omoto (SBN 303830) <b>FARUQI &amp; FARUQI, LLP</b> 1901 Avenue of the Stars, Suite 1060 Los Angeles, CA 90067	Patrick J. Somers (SBN 318766) <b>KENDALL BRILL &amp; KELLY, LLP</b> 10100 Santa Monica Blvd, Ste 1725 Los Angeles, CA 90067-4013

**XVIII. CONSTRUCTION**

The Parties agree that the terms and conditions of this Settlement are the result of arm's-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or its counsel participated in the drafting of this Settlement.

**XIX. MATERIAL TERMS; CAPTIONS**

Each term of this Settlement is a material term of the Settlement, not merely a recital, and reflects not only the intent and objectives of the Parties but also the consideration to be exchanged by the Parties hereunder. Paragraph 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 Settlement or any of its provisions.

**XX. INTEGRATION CLAUSE**

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This Settlement and its exhibits (all of which are incorporated herein by reference) contain 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 Class Counsel or Defendant’s counsel, are extinguished.

**XXI. NON-EVIDENTIARY USE**

Neither this Settlement nor any of its terms shall be offered or received into evidence in the Action, or in any other action or proceeding; provided, however, that nothing contained in this “non-evidentiary use” section shall prevent this Settlement Agreement from being used, offered, or received in any proceeding to enforce, construe, or finalize this Settlement.

**XXII. NO COLLATERAL ATTACK**

This Settlement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices to the Settlement Class after the Final Judgment. Such prohibited collateral attacks shall include claims made before the Final Approval Hearing that a Settlement Class Member’s Individual Cash Settlement Payment or Individual Voucher Settlement Payment was improperly calculated or adjusted.

**XXIII. AMENDMENTS**

The terms and provisions of this Settlement may be amended only by a written agreement, which is both (1) signed by the Parties who have executed this Settlement; and (2) approved by the Court.

**XXIV. GOVERNING LAW**

This Settlement shall be governed by, construed under, and interpreted by, 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.

**XXV. BINDING ON ASSIGNS**

This Settlement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

**XXVI. CLASS COUNSEL SIGNATORIES**

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It is agreed that because the Settlement Class appears to be so numerous, it is impossible or impractical to have each member of the Settlement Class execute this Settlement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Settlement, including the binding nature of the releases and such shall have the same force and effect as if this Settlement were executed by each Settlement Class Member.

**XXVII. DISPUTE RESOLUTION**

If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class Member, or Defendant’s counsel, on behalf of Defendant, at any time believe that the other Party has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of the alleged violation. The Parties shall meet and confer in good faith to resolve the dispute. If the Parties are unable to resolve their differences within twenty (20) calendar days, either Party shall first contact the mediator (Hon. Louis Meisinger) or a replacement selected by Signature Resolution or a comparable agency to try to resolve the dispute. If that proves unsuccessful, the Party may file an appropriate motion for enforcement with the Court. The Parties agree that the Court shall have sole and exclusive jurisdiction for motions to enforce this Settlement.

**XXVIII. COUNTERPARTS**

This Settlement 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 Settlement, which shall be binding upon and effective as to all Parties and the Settlement Class. This Settlement may be executed by electronic or PDF signatures.

**XXIX. ENFORCEMENT**

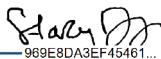
In any proceeding arising under or seeking to enforce or construe this Settlement the prevailing party or parties shall be entitled to recover his, her or its attorneys’ fees and costs.

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

**CLASS REPRESENTATIVE AND SETTLEMENT CLASS COUNSEL:**

1 DATED: May<sup>17</sup>, 2023

Stacy Dorcas

DocuSigned by:  


Individually and on behalf of the  
Settlement Class

5 **DEFENDANT:**

6 DATED: May <sup>5/19/2023</sup> \_\_, 2023

Aterian, Inc.

*Christopher Porcelli*

By: Christopher Porcelli  
General Counsel

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# **EXHIBIT A**

# Mueller Settlement

## CLAIM FORM

### INSTRUCTIONS

This class action alleges that Defendant falsely and deceptively labeled and advertised the Covered Products with an image of the Austrian flag and the name “Austria”, which led reasonable consumers into believing that the Covered Products were made in Austria paid more for the Covered Products as a result of those alleged statements when, the Covered Products were not made in Austria.

#### **You are a Settlement Class Member if you:**

- purchased any of the Covered Products in the United States, its territories, or at any United States military facility or exchange during the Class Period are Class Members.

**To be eligible for payment you must submit a valid Claim no later than MONTH DAY YEAR**

#### **How Do I Fill Out and Submit This Claim Form?**

If you believe you are eligible and you would like to submit a Claim, you have two options: (1) complete and submit the online Claim Form at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com), or (2) complete a paper Claim Form and send it by First-Class Mail to:

Mueller Settlement Administrator  
c/o A.B. Data, Ltd.  
P.O. Box 1730XX  
Milwaukee, WI 53217

Your Claim must be submitted online, or post-marked, by MONTH DAY YEAR. Please read and follow these instructions carefully. Please do not omit any information asked for. Failure to provide complete and accurate information may result in a delay in the processing of your Claim Form.

**Settlement payments will be digitally sent to you via email.** Please ensure you provide a current, valid email address and mobile phone number with your Claim submission. If the email address or mobile phone number you include with your submission becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a payment. When you receive the email and/or mobile phone text notifying you of your Settlement payment, you will be provided with several digital payment options, such as PayPal, Amazon, or a virtual debit card, to immediately receive your Settlement payment.

The information provided on this Claim Form will be used solely by the Court-approved Settlement Administrator for the purposes of administering the Settlement and will not be provided to any third party or sold for marketing purposes.

### MUELLER SETTLEMENT CLAIM FORM

**NAME\***

FIRST NAME, LAST NAME

**STREET ADDRESS\***

**APT**

**CITY\***

**STATE\***

**ZIP\***

**MOBILE PHONE NUMBER\***

 ( )  - 

**EMAIL ADDRESS\***

**VERIFY EMAIL ADDRESS\***

Please ensure you provide a current, valid email address and mobile phone number with your Claim submission. If the email address or mobile phone number you include with your submission becomes invalid for any reason, it is your responsibility to provide the Settlement Administrator with a current, valid email address and mobile phone number for payment.

You have two options for filing your claim. If you wish to receive a cash or electronic payment you may choose **Option A**. If you wish to receive a voucher usable at [muellerdirect.com](http://muellerdirect.com), you may choose **Option B**. Please select which option you wish to receive below: *(Please select only one option below)*

- Option A**, you can receive \$7.50 per Mueller Branded Product, up to \$15.00 depending on the number of products you purchased. The actual amount you may receive may be higher or lower than the above depending on the number of claimants who select this option.

**Select Payment Method**

- PayPal                      Email: \_\_\_\_\_
- Venmo                         Phone: ( ) - \_\_\_\_\_
- Digital Mastercard        Email: \_\_\_\_\_
- Check

- Option B**, you can receive \$15.00 per Mueller Branded Product, up to \$30.00 depending on the number of products you purchased. The actual amount you may receive may be higher or lower than the above depending on the number of claimants who select this option.

A listing of all covered products is available beginning on the next page. Please review the products and provide the number of products you purchased below:

**Number of Covered Products claimed\***

**No proof of purchase is required at this time however, the Settlement Administrator may seek additional documentation to verify your claim during the review process. Failure to provide proof, if requested, will result in a denial of your claim.**

**CERTIFICATION**

By signing this Claim submission, I certify, under penalty of perjury, that the information included with this Claim submission is accurate and complete to the best of my knowledge, information, and belief. I am a member of the Settlement Class, and have not submitted a request to exclude myself, or "opt out of," the Settlement. I agree and consent to be communicated with electronically via email and/or mobile phone text (message & data rates may apply). I agree to furnish additional information regarding this Claim submission if requested to do so by the Settlement Administrator.

**SIGNATURE\***

**DATE\***

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## Mueller Covered Products

SKU	Description	ASIN
MLR010024N	Mueller 4 Blade Onion Chopper	B07SVBY6BH
MLR010015N	Mueller Julienne Vegetable Peeler	B07PWG9BBX
MLR010017N	Mueller Conical Burr Grinder	B0833F31MS
MLR010006N	Mueller Deluxe Knife Set Acrylic Stand	B08BBD95WG
MLR010555N	Mueller Electric Coffee Grinder (Black)	B08WC8TYXL
MLR010556N	Mueller Electric Coffee Grinder (Gray)	B08WC6RHQ7
MLR010554N	Mueller Electric Coffee Grinder (Red)	B08WC371TP
MLR010018N	Mueller Electric Hand Mixer	B08B2ZWLT6
MLR010008N	Mueller French Press	B07JGBK6XV
MLR010001N	Mueller Hand Blender	B075X1KPLZ
MLR010553N	Mueller Hand Mixer (Black)	B08WC7DR9B
MLR010551N	Mueller Hand Mixer (Red)	B08WD13RG3
MLR010552N	Mueller Hand Mixer (White)	B08WCJF86Q
MLR010014N	Mueller Handheld Vegetable V-Slicer	B0854R2NDM
MLR010019N	Mueller HyperGrind Electric Spice/Coffee	B076FJ92M4
MLR010011N	Mueller 5L Salad Spinner - Large	B07GH6GTH4
MLR010010N	Mueller Mandoline Slicer	B01CT63964
MLR010012N	Mueller Mandoline Zester Pro	B09S185RJQ
MLR010020N	Mueller Premium 1500W Electric Kettle	B07TZ5YHJN
MLR010004N	Mueller Single Serve Coffee Maker	B08CY7BQG6
MLR010022N	Mueller Single Serve Coffee Maker	B07PYPX7M9
MLR010005N	Mueller Stainless Steel Knife Set With Block	B08BBNCYN2
MLR010002N	Mueller Steam Iron	B082XJTJBS
MLR010009N	Mueller Stove Top Whistling Tea Kettle	B07MNXLLZW
MLR010007N	Mueller Toaster Oven 4 Slice	B078SD1JT8
MLR010016N	Mueller Ultra 12-Cup Coffee Maker	B0833FGJJN
MLR010013N	Mueller Ultra Chef Chopper	B07NMV8TB1
MLR010021N	Mueller Ultra Juicer	B07D3C6NVL
MLR010023N	Mueller UltraPot 6Q Pressure Cooker	B07Q5BZFLB
MLR010003N	Mueller Vacuum Sealer Machine	B07J2SR7YT
MU010138	Mueller Manual Citrus Press (Black)	B08R99XD8X
MU010139	Mueller Manual Citrus Press (Gray)	B08R993YJK
MU010140	Mueller Manual Citrus Press (White)	B08R9BJWF7
MU010268	Mueller Meat Cleaver With Leather Sheath, 7-inch	B0B4PYC1LQ
MU010200	Mueller 12-Cup Drip Coffee Maker	B08TYTBX8X
MU010021	Mueller 2-Blade Chopper	B01HC7BNJA
MU010057	Mueller 7-inch Cleaver Knife with Pakkawood Handle	B08BX7136Z
MU010332	Mueller Airtight Food Storage Containers, 12-Piece Set (Blue)	B09FYHR4J5
MU010333	Mueller Airtight Food Storage Containers, 12-Piece Set (White)	B09FYGKQRB
MU010287	Mueller Airtight Food Storage Containers, 14-Piece Set (Blue)	B0B8FT5FMK
MU010325	Mueller Airtight Food Storage Containers, 14-Piece Set (Gray)	B09FYMM8Q4
MU010335	Mueller Airtight Food Storage Containers, 14-Piece Set (White)	B09FP2HLKL
MU010336	Mueller Airtight Food Storage Containers, 24-Piece Set (Blue)	B09FNSSM7P
MU010326	Mueller Airtight Food Storage Containers, 24-Piece Set (Dark Gray)	B09FYKFXFM
MU010337	Mueller Airtight Food Storage Containers, 24-Piece Set (White)	B09FP72KJ5
MH010049	Mueller Anti-Fatigue Compression Mat - Large (Beige)	B09TV7VGVV
MH010051	Mueller Anti-Fatigue Compression Mat - Large (Black)	B09TV99GY5
MH010050	Mueller Anti-Fatigue Compression Mat - Large (Brown)	B09TV8WGTZ
MH010046	Mueller Anti-Fatigue Compression Mat - Medium (Beige)	B09TV5MPMJ
MH010048	Mueller Anti-Fatigue Compression Mat - Medium (Black)	B09TV5MCY9
MH010047	Mueller Anti-Fatigue Compression Mat - Medium (Brown)	B09TV65CDV
MH010043	Mueller Anti-Fatigue Compression Mat - Small (Beige)	B09TVHN6PV
MH010045	Mueller Anti-Fatigue Compression Mat - Small (Black)	B09TV4ZY3S



## Mueller Covered Products

SKU	Description	ASIN
MH010044	Mueller Anti-Fatigue Compression Mat - Small (Brown)	B09TV5YDYR
MU010201	Mueller Avocado Slicer and Pitter	B0B8LBQ79K
CG010002	Mueller Basketball Arcade	B0BGK3W1W7
MU010274	Mueller Cast Iron Skillet - 10 inch	B0B4PYW5R7
MU010273	Mueller Cast Iron Skillet - 12 inch	B0B4PX747K
MU010050	Mueller Chef Knife	B08B7WK4VW
MU010076	Mueller Citrus Squeezer (Beige)	B08M9PQCM3
MU010078	Mueller Citrus Squeezer (Gray)	B08M9HG2NG
MU010077	Mueller Citrus Squeezer (Mocha)	B08M8KCTYB
MU010079	Mueller Citrus Squeezer (Orange)	B08M8YJ5Z6
MU010035	Mueller Citrus Zester and Cheese Grater Set	B07NMTWX8T
MU010080	Mueller Colander (Beige)	B08MBBYKSV
MU010082	Mueller Colander (Gray)	B08MBFK1TG
MU010081	Mueller Colander (Mocha)	B08MBFDWYR
MU010162	Mueller Convection Toaster Oven, 8-Slice	B08TVZQSLK
MU010344	Mueller Corded Hair Clipper and Trimmer Kit	B09H3N9RR5
MU010362	Mueller Cordless Leaf Blower, 20V	B09R74FC6Y
B09BBNY8H7	Mueller Digital Thermometer (Gray)	B08WNPBSB81
MU010161	Mueller Digital Thermometer (Red)	B08WNBYPK5
MU010182	Mueller Dish Drying Rack With Utensil Holder - Small (Beige/Red)	B08ZJW4WZX
MU010183	Mueller Dish Drying Rack With Utensil Holder - Small (Gray/Gray)	B08ZJTGf8V
MU010180	Mueller Dish Drying Rack With Utensil Holder - Small (Gray/Green)	B08ZJVDHXX
MU010181	Mueller Dish Drying Rack With Utensil Holder - Small (Mocha/Beige)	B08ZJWH4N4
MU010184	Mueller Dish Drying Rack With Utensil Holder - Small (White /Turquoise)	B08ZJXDH5T
MU010349	Mueller Dish Rack - Large (Beige/Red)	B09NB1GJ46
MU010347	Mueller Dish Rack - Large (Dark Gray/Green)	B09NB3229D
MU010348	Mueller Dish Rack - Large (Light Gray/Gark Gray)	B09N9ZQWRW
MU010345	Mueller Dish Rack - Large (Mocha/Beige)	B09NB3HJ33
MU010346	Mueller Dish Rack - Large (White/Turquoise)	B09NB1TZTZ
MU010266	Mueller Dish Rack - Medium (Beige/Red)	B09NB21BJ3
MU010311	Mueller Dish Rack - Medium (Gray/Gray)	B09NB3FGY2
MU010312	Mueller Dish Rack - Medium (Gray/Green)	B09NB1VLNK
MU010313	Mueller Dish Rack - Medium (Mocha/Beige)	B09NB2XNWL
MU010322	Mueller Dish Rack - Medium (White/Turquoise)	B09NB1NCZ5
MH010052	Mueller Double Waffle Maker, 1200W	B09VRG6K5R
MU010272	Mueller Durablend 10-SPEED Blender	B0B94R1KKY
MU010132	Mueller Ear Forehead Thermometer (White)	B08Q76G3TX
MU010236	Mueller Electric Indoor Grill, 14-inch	B0B9PZNR27
MU010054	Mueller Electric Knife Sharpener	B08BFCV94W
MU010029	Mueller Electric Toothbrush	B07BSPKDSB
MU010364	Mueller Expandable Garden Hose, 50-foot	B09V3J242G
MU010148	Mueller Flatware Organizer - Large (Beige/Red)	B08SHZT3Z9
MU010149	Mueller Flatware Organizer - Large (Green/Dark Gray)	B08SJ85QJ8
MU010150	Mueller Flatware Organizer - Large (Light/Dark Gray)	B08SHT6PH7
MU010151	Mueller Flatware Organizer - Large (Mocha/Beige)	B08SHXH2L8
MU010153	Mueller Flatware Organizer - Medium (Mocha)	B08SVFGR7D
MU010152	Mueller Flatware Organizer - Medium (Beige)	B08SHW6CTL
MU010154	Mueller Flatware Organizer - Medium (Dark Gray)	B08SHYZNCV
MU010155	Mueller Flatware Organizer - Medium (Light Gray)	B08STRM47N
MU010156	Mueller Flatware Organizer - Small (Beige)	B08SV33QX5
MU010159	Mueller Flatware Organizer - Small (Light Gray)	B08SV6MF7S
MU010157	Mueller Flatware Organizer Small - (Mocha)	B08SVTLCFR
MU010301	Mueller Flatware Set, 20-Piece Stainless Steel Silverware	B0B8L8PXLV

## Mueller Covered Products

SKU	Description	ASIN
MU010302	Mueller Flatware Set, 20-Piece Stainless Steel Silverware (Black)	NO ASIN
MU010324	Mueller Food Storage Containers, 12-Piece Set (Dark Gray)	B09FYL52D9
MU010330	Mueller Food Storage Containers, 4-Piece Set (Blue)	B09FYH62P5
MU010323	Mueller Food Storage Containers, 4-Piece Set (Dark Gray)	B09FYJNDM6
MU010331	Mueller Food Storage Containers, 4-Piece Set (White)	B09FYFCMMS
MU010084	Mueller Fruit Basket (Black)	B08MNSQM2C
MU010357	Mueller Fruit Basket (Copper)	B09TWT8DNJ
MU010358	Mueller Fruit Basket (Gold)	B09TWWFDQF
MU010083	Mueller Fruit Basket (Gray)	B08MNV1TF2
MU010087	Mueller Fruit Basket (Green)	B08MTBVBQQ
MU010085	Mueller Fruit Basket (Red)	B08MSXL5XN
MU010086	Mueller Fruit Basket (White)	B08MT7CP3R
MU010060	Mueller Glass French Press	B08GRQVN51
MU010215	Mueller HealthyStone Fry Pan 10-inch (Black)	B08SBHF9XF
MU010216	Mueller HealthyStone Fry Pan 10-inch (Gray)	B08SBMPP1Y
MU010217	Mueller HealthyStone Fry Pan 12-inch (Black)	B08SBXGQG1
MU010218	Mueller HealthyStone Fry Pan 12-inch (Gray)	B08SBJJXQ8
MU010212	Mueller HealthyStone Fry Pan 8-inch (Black)	B08SBHGR1Q
MU010224	Mueller HealthyStone Fry Pan 8-inch (Gray)	B0958KKCBW
MU010001	Mueller Hydro Press Coffee Maker	B075MQZ88P
MU010360	Mueller Indoor Grill and Griddle Combo	B09P5P2P3C
MU010137	Mueller Induction Cooktop	B08QMP7VD3
MU010262	Mueller Kitchen Utensil Holder, Heavy Duty Flatware Drying Basket (Beige)	B0B41CXK7Q
MU010261	Mueller Kitchen Utensil Holder, Heavy Duty Flatware Drying Basket (Gray)	B0B4128ZDG
MU010296	Mueller Kitchen Utensil Holder, Heavy Duty Flatware Drying Basket (White)	B0B4196T2P
MU010283	Mueller Lunch Bag (Camo White)	B09BBGN76L
MU010282	Mueller Lunch Bag (Camo)	B09B91MXCR
MU010285	Mueller Lunch Bag (Circular Design)	B09BBC3S4N
MU010284	Mueller Lunch Bag (Gray)	B09BBHXJHC
MU010072	Mueller Makeup Organizer (Pink)	B08LHL4HG7
MU010073	Mueller Makeup Organizer (White)	B08LJQ2NWX
MU010055	Mueller Manual Knife Sharpener	B08BFJ8WYY
MU010196	Mueller Microwave Popcorn Maker (Black)	B0B459M2TQ
MU010197	Mueller Microwave Popcorn Maker (Red)	B0B45HF71W
MU010198	Mueller Microwave Popcorn Maker (Yellow)	B0B459LVTV
MH010055	Mueller Mini-Heart Waffle Maker	B09WJLZWGD
MU010148	Mueller Mixing Bowl Set, 3-Piece (Beige)	B08RMKJH4Q
MU010145	Mueller Mixing Bowl Set, 3-Piece (Gray)	B08RMTMVP1
MU010146	Mueller Mixing Bowl Set, 3-Piece (Mocha)	B08RN2W1K2
MU010147	Mueller Mixing Bowl Set, 3-Piece (Red)	B08RMNWZ1X
MU010071	Mueller Mixing Bowls, 4-Piece Set	B08LG7D358
MU010135	Mueller Non-Contact Thermometer (Gray)	B08QRBF8YD
MU010134	Mueller Non-Contact Thermometer (White)	B08QRHN3T2
MU010340	Mueller Nylon Kitchen Turner (Black)	B0B6GPH9RN
MU010329	Mueller Nylon Kitchen Turner (Gray)	B0B6GQBSFC
MU010174	Mueller Plant and Flower Pot, 2-Piece Set (Peach Pink)	B08ZHLJLBH
MU010173	Mueller Plant and Flower Pot, 2-Piece Set (White)	B08ZH6H4DS
MU010172	Mueller Plant and Flower Pot, 2-Piece Set(Beige)	B08ZHB85JD
MU010171	Mueller Plant and Flower Pot, 2-Piece Set(Mocha)	B08ZHLYN16
MU010226	Mueller Plant and Flower Pot, 4-Piece Set (Beige)	B0959VV49V
MU010228	Mueller Plant and Flower Pot, 4-Piece Set (Gray)	B095BC18XZ
MU010227	Mueller Plant and Flower Pot, 4-Piece Set (Mocha)	B095BLPQGH
MU010178	Mueller Plant and Flower Pot, 5-Piece Set (Beige)	B08ZHRHVDD

## Mueller Covered Products

SKU	Description	ASIN
MU010176	Mueller Plant and Flower Pot, 5-Piece Set (Dark Gray)	B08ZHJDQZJ
MU010177	Mueller Plant and Flower Pot, 5-Piece Set (Mocha)	B08ZHJWKPF
MU010179	Mueller Plant and Flower Pot, 5-Piece Set (White)	B08ZHT7GCR
MU010168	Mueller Plant and Flower Pot, 6-Piece Set (Beige)	B08ZHF48WV
MU010166	Mueller Plant and Flower Pot, 6-Piece Set (Dark Gray)	B08ZGPV3GB
MU010167	Mueller Plant and Flower Pot, 6-Piece Set (Mocha)	B08ZHL4PF6
MU010165	Mueller Plant and Flower Pot, 6-Piece Set (Multi-Color)	B08ZGZC6B2
MU010169	Mueller Plant and Flower Pot, 6-Piece Set (White)	B08ZHNJQLC
MU010175	Mueller Plant and Flower Pot, 2-Piece Set (Mint Green)	B08ZHV57F9
MU010170	Mueller Plant Flower Pot, 2-Piece Set (Dark Gray)	B08ZHT7ZV8
MU010270	Mueller Plastic Storage Bins (Beige)	B0B8QYLLMV
MU010279	Mueller Plastic Storage Bins (Blush Rose)	B0B8Q161FY
MU010280	Mueller Plastic Storage Bins (Dark Gray)	B0B8QR66G1
MU010255	Mueller Portable Charcoal Grill and Smoker	B09XSCHGNM
MU010130	Mueller Pots and Pans Set 11-Piece	B08PQ4PSS3
MU010125	Mueller Pots and Pans Set, 14-Piece Copper Non-Stick Coating	B08PHW452F
MU010127	Mueller Pots and Pans Set, 16-Piece Healthy Stone Cookware (Gray)	B08PHP9KVG
MU010297/MU010128	Mueller Pots and Pans Set, 24-Piece (Sapphire)	B08PHQVBFX
MU010214	Mueller Pots and Pans Set, 16-Piece Healthy Stone Cookware Set (Turquoise)	B08TDZMW91
MU010037	Mueller Premium Apple Corer	B07PWJ3FVK
MU010269	Mueller Pro Hair Trimmer	B097Z36JPV
MU010124	Mueller Professional Series Kitchen Sink Faucet	B08PDVCNKT
MU010220	Mueller Quick Brew Coffee & Tea	B0945R9ZXL
MU010295	Mueller Reusbale Swedish Dishcloth (Blue)	B09BBRB6JG
MU010260	Mueller Reusbale Swedish Dishcloth (Multi-Color)	B09BBNJ491
MU010294	Mueller Reusbale Swedish Dishcloth (Orange)	B09BBNY8H7
MU010293	Mueller Reusbale Swedish Dishcloth (Yellow)	B09B8W8XM2
MU010088	Mueller Reversible Serving Tray (Beige)	B08MVCG1P9
MU010089	Mueller Reversible Serving Tray (Gray)	B08MVCWJFG
MU010090	Mueller Reversible Serving Tray (Mocca)	B08MVF2CZ5
MU010040	Mueller Rolling Chopper	B07YF6N3H1
MU010041	Mueller Rolling Chopper - Large	B07YF692Q1
MU010065	Mueller Salad Container (Blue)	B08KSKJ681
MU010063	Mueller Salad Container (Gray)	B08KSMH4SG
MU010062	Mueller Salad Container (Green)	B08KSJKBPV
MU010064	Mueller Salad Container (Pink)	B08KSJRK4
MU010059	Mueller Salad Spinner	B08GD347VH
MU010299	Mueller Sewing Machine (Gray)	B08TCH41D1
MU010300	Mueller Sewing Machine (White)	B08TCHH8F2
MU010123	Mueller Single Handle Stainless Steel Kitchen Sink Faucet	B08PDX3RYS
MU010163	Mueller Single-Hole Bathroom Sink Faucet With Drain Assembly	B08VC64745
MU010339	Mueller Single-Hole Bathroom Sink Faucet With Drain Assembly (Black)	B09CFMHY9Y
MU010075	Mueller Smart Bidet Toilet	B08LMFJS45
MU010190	Mueller Soft Grip Garden Pruning Shears	B0915F9NGB
MU010052	Mueller Stainless Steel Deba Knife, 6-inch	B08GDHXZXC
MU010303	Mueller Stainless Steel Faltware Set, 20-Piece (Black)	NO ASIN
MU010306	Mueller Step Stool - Small (Dark Gray)	B0B4KVB2BX
MU010307	Mueller Step Stool - Small (Gray)	B0B4LNKK95
MU010308	Mueller Step Stool - Small (Purple)	B0B4KSMQJQ
MU010309	Mueller Step Stool - Small (White)	B0B4KS14HP
MU010143	Mueller SuperGrind Burr Coffee Grinder	B08RLJNBKK
MU010131	Mueller Two-Speed Pull Vegetable Chopper	B08Q39VDX5
MU010363	Mueller Ultra Glide Swivel Peeler	NO ASIN

## Mueller Covered Products

<b>SKU</b>	<b>Description</b>	<b>ASIN</b>
MU010341	Mueller Ultra Prep Food Processor, 8-Cup (Silver)	B0B3ZW23SZ
MU010069	Mueller UltraBlade Pro Trimmer	B07YYNFSM9
MU010245	Mueller Ultra-Carver Electric Knife (Gray)	B08TTNRD53
MU010244	Mueller Ultra-Carver Electric Knife (White)	B08TT76PBF
MHMU010343	Mueller Ultra-Groom Cordless Clippers Kit	B0BG17BMDR
MU010185	Mueller UltraPrecise Garden Snips With Safety Lock	B08ZWT64LP
MU010310	Mueller Ultra-Prep Food Processor	B08VC1LZ56

# **EXHIBIT B**

**TO ALL PERSONS WHO PURCHASED MUELLER-BRANDED PRODUCTS IN THE UNITED STATES, ITS TERRITORIES, OR AT ANY UNITED STATES MILITARY FACILITY OR EXCHANGE FROM DECEMBER 9, 2018 THROUGH NOTICE DATE YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.**

**Read This Notice Carefully. You Could Receive a Payment From This Class Action Settlement.**

**This Court-Authorized Notice describes your rights and gives information about the proposed settlement. This Notice is only a summary. Details of the settlement are available at [www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com) or by writing to or calling the Class Action Settlement Administrator at the address or toll-free number below.**

**What Is This Case About?** In the lawsuit entitled *Stacy Dorcas v. Aterian, Inc., Case No. CIVSB2222117*, Superior Court for the State of California, County of San Bernardino, plaintiff Stacy Dorcas (“Plaintiff” or “Class Representative”), on behalf of herself and a proposed class, alleges that Defendant falsely and deceptively labeled and advertised the Covered Products with an image of the Austrian flag and the name “Austria” (together, the “Austrian Representations”), which led reasonable consumers into believing that the Covered Products were made in Austria paid more for the Covered Products as a result of those alleged statements when, the Covered Products were not made in Austria. A list of the Covered Products is available on the settlement website [www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com). The Court has not ruled on the merits of the claims or Aterian’s defenses.

**Who Is A Class Member?** All Persons who purchased any of the Covered Products in the United States, its territories, or at any United States military facility or exchange during the Class Period are Class Members. (“Settlement Class Members”).

**What Are The Terms Of The Settlement?** Aterian has agreed to pay \$800,000 (\$500,000 shall be made available in the form of cash (“Cash Fund”), and \$300,000 shall be made available in the form of Vouchers (“Voucher Fund”) into a non-reversionary Settlement Fund in full and complete settlement and release of all claims of Plaintiff and the Settlement Class Members, as described in the Settlement. The Settlement Fund will be used to pay Settlement Awards to Settlement Class Members who send in a valid Claim Form, after attorneys’ fees and costs, notice and settlement administration costs, and an incentive award to the Class Representative have been deducted.

Settlement Class Members can elect to receive a \$7.50 cash payment per Covered Product purchased during the Class Period for up to two (2) Covered Products or, in lieu of a cash payment, Settlement Class Members can elect to receive a \$15.00 Voucher per Covered Product purchased during the Class Period for up to two (2) Covered Products (subject to a pro-rata increase or decrease as discussed).

Class Counsel will ask the Court to approve payment of up to \$200,000 in attorneys’ fees, to be paid from the Settlement Fund. The requested fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel also will ask the Court to approve reasonable costs and expenses spent prosecuting the case and a payment of \$1,500 to Stacy Dorcas for her services as Class Representative, to be paid from the Settlement Fund. The Court may award less than these amounts.

**How Do You Make A Claim?** To receive a Settlement Award, you must submit a signed and completed Claim Form online to the Class Action Settlement Administrator by **no later than** MONTH DAY, YEAR. Claim Forms may also be submitted to the Class Action Settlement Administrator by mail if postmarked **no later than** MONTH DAY YEAR. The Claim Form is available for online submission and download at [www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com).

**What Are My Other Options?** If you do not want to be legally bound by the Settlement, you may opt out of the Settlement by sending a request for exclusion to the Class Action Settlement Administrator **no later than** MONTH DAY, YEAR. If you exclude yourself from the Settlement, you will not receive any money from the Settlement. If you stay in the Settlement (*i.e.*, do not exclude yourself from the Settlement), you may object to the Settlement by writing to the Court explaining why you do not like the Settlement by **no later than** MONTH DAY, YEAR. You will be bound by the Settlement if your objection is rejected. If you do nothing (*i.e.*, submit no Claim Form or request for exclusion), you will not receive any benefits from the Settlement, but will nevertheless be bound by any judgment approving the Settlement and will give up any right to sue Defendant or related parties as described in the Settlement.

**Final Approval Hearing.** The Court will hold a hearing in this case to consider whether to approve the Settlement on MONTH DAY, YEAR, at TIME p.m., Superior Court for the State of California, County of San Bernardino, ADDRESS. The date of the Final Approval Hearing may change without further notice to the class. Settlement Class Members should be advised to check the settlement website to confirm that the date has not been changed and whether the hearing may be held virtually due to COVID-19.

**THIS NOTICE IS ONLY A SUMMARY. MORE INFORMATION ABOUT THE LAWSUIT AND THE PRECISE TERMS AND CONDITIONS OF THE SETTLEMENT IS AVAILABLE AT WWW.XXXXXXXXXX.COM, OR WRITE OR CALL THE CLASS ACTION SETTLEMENT ADMINISTRATOR AT MUELLER SETTLEMENT ADMINISTRATOR, P.O. BOX 1730XX, MILWAUKEE, WI 53217 OR 877-XXX-XXXX (TOLL-FREE), OR BY VISITING THE OFFICE OF THE CLERK OF THE COURT FOR THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO, ADDRESS, BETWEEN 9:00 A.M. AND 4:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING COURT HOLIDAYS.**

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

# **EXHIBIT C**



1 FARUQI & FARUQI, LLP  
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5 *Attorneys for Plaintiff Stacy Dorcas*

6  
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

8 COUNTY OF SAN BERNARDINO

9 STACY DORCAS, individually, and on behalf  
of all others similarly situated,

CASE NO. CIVSB2222117

10 Plaintiff,

**CLASS ACTION**

11 v.

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF SETTLEMENT AND  
FINAL JUDGMENT**

12 ATERIAN, INC.,

13 Defendant.

Date:  
Time:  
Dept.: S23  
Judge: Hon. Donald R. Alvarez

Action Filed: December 9, 2022

1           WHEREAS, on \_\_\_\_\_, 2023, the Court entered an Order Granting Preliminary  
2 Approval of Settlement (“Preliminary Approval Order”), preliminarily approving the proposed  
3 settlement of this Action pursuant to the terms of the Settlement Agreement (the “Settlement”) and  
4 directing that notice be given to the members of the Settlement Class.

5           WHEREAS, on \_\_\_\_\_, 2023, this Court conducted a Final Approval Hearing.  
6 Upon the pending Motion for Final Approval (“Motion”), this Court, having, heard the  
7 presentations of counsel, having reviewed all of the submissions presented with respect to the  
8 proposed Settlement, having carefully considered the requirements for class certification, having  
9 determined that the Settlement is fair, adequate, and reasonable, having considered the application  
10 of Class Counsel for awards of attorneys’ fees, costs, and expenses, and for an incentive award for  
11 the Plaintiff, and having reviewed the materials in support thereof, orders that the Motion is  
12 GRANTED, subject to the following terms and conditions:

13           1.       With respect to the capitalized terms set forth herein, the Court, for purposes of this  
14 Order Granting Motion for Final Approval and Final Judgment (“Final Order”) adopts the  
15 definitions set forth in the Settlement.

16           2.       This Court has continuing and exclusive jurisdiction over the Settlement and all  
17 Parties hereto for the purpose of construing, enforcing, and administering the Settlement.

18           3.       The Court finally certifies, for settlement purposes only, the following Settlement  
19 Class:

20           all Persons who purchased any of the Covered Products in the United States, its  
21 territories, or at any United States military facility or exchange during the Class  
22 Period. Excluded from the Settlement Class shall be the assigned Judge to the  
23 Action, counsel to the Parties, Mediator Louis M. Meisinger, and their employees,  
24 legal representatives, heirs, successors, assigns, or any members of their  
25 immediate family; any government entity; Defendant, any entity in which  
26 Defendant has a controlling interest, any of Defendant’s subsidiaries, parents,  
27 affiliates, and officers, directors, employees, legal representatives, predecessors in  
28 interest, heirs, successors, or assigns, or any members of their immediate family;  
and any Persons who timely opt-out of the Settlement Class.

1           4.       With respect to the Settlement Class, this Court finds that: (a) the members of the  
2 Settlement Class are so numerous their joinder is impracticable; (b) there are questions of law and  
3 fact common to the Settlement Class which predominate over any individual questions; (c) the  
4 claims of Plaintiff are typical of the claims of the Settlement Class; (d) Plaintiff and Class Counsel  
5 have fairly and adequately represented and protected the interests of the Settlement Class; and (e) a  
6 class action is superior to other available methods for the fair and efficient adjudication of the  
7 controversy, considering: (i) the interests of the Settlement Class in individually controlling the  
8 prosecution of the separate actions, (ii) the extent and nature of any litigation concerning the  
9 controversy already commenced by the Settlement Class, (iii) the desirability or undesirability of  
10 concentrating the litigation of these claims in this particular forum, and (iv) the difficulties likely to  
11 be encountered in the management of the Action.

12           5.       Notice to the Settlement Class has been provided in accordance with the  
13 Preliminary Approval Order. These materials satisfied the requirements of Cal. Code Civ. Pro. §  
14 382 and Cal. Civ. Code § 1781, and Rule 3.766 of the California Rules of Court and (a) provided  
15 the best practicable notice, (b) were reasonably calculated, under the circumstances, to apprise the  
16 Settlement Class of the pendency of the Action, the terms of the Settlement Agreement, and of  
17 their right to appear or object to or exclude themselves from the Settlement Class, (c) were  
18 reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive  
19 notice, and (d) fully complied with the applicable laws of the State of California. Accordingly, the  
20 Court determines that all members of the Settlement Class are bound by this Final Order.

21           6.       The Court dismisses with prejudice all claims currently pending before it belonging  
22 to Plaintiff and members of the Settlement Class who did not request exclusion from the  
23 Settlement Class in the time and manner provided for in the Settlement.

24           7.       The Settlement was arrived at after extensive arm's length negotiations conducted  
25 in good faith by counsel for the Parties, and is supported by the majority of the members of the  
26 Settlement Class. Accordingly, this Court hereby approves the Settlement Agreement as fair,  
27 reasonable and adequate in light of the complexity, expense and duration of the litigation, and the

1 risks inherent and involved in establishing liability and damages, and in maintaining the class  
2 action as to liability issues through trial and appeal.

3 8. The promises and commitments of the Parties under the terms of the Settlement  
4 constitute fair value given in exchange for the releases of the Released Claims. Therefore, the  
5 Settlement and this Final Order release and absolutely and forever discharge the Defendant and the  
6 other Discharged Parties of and from any and all Released Claims as set forth in the Settlement.

7 9. All members of the Settlement Class who did not make a valid request for exclusion  
8 from the Settlement Class in the time and manner provided in the Settlement are barred,  
9 permanently enjoined, and restrained from commencing or prosecuting any action, suit,  
10 proceeding, claim, or cause of action in any jurisdiction or court against Defendant and/or the  
11 Released Parties based upon, relating to, or arising out of, any of the Released Claims. However,  
12 all members of the Settlement Class who did make a valid request for exclusion from the  
13 Settlement Class in the time and manner provided in the Settlement are not barred, permanently  
14 enjoined, or restrained from commencing or prosecuting any action, suit, proceeding, claim, or  
15 cause of action in any jurisdiction or court against Defendant and/or the Released Parties based  
16 upon, relating to, or arising out of, any of the Released Claims.

17 10. The Court has considered any and all Objection Statements and overrules them to  
18 the extent they are inconsistent with the findings of fact and conclusions of law as set forth in this  
19 Final Order.

20 11. By operation of this Final Order, Defendant and/or the Released Parties shall be  
21 deemed to have, fully, finally, and forever released, relinquished and discharged each and all  
22 members of the Settlement Class, Plaintiff and Class Counsel from all claims (including unknown  
23 claims), arising out of, relating to, or in connection with the institution, prosecution, assertion,  
24 settlement or resolution of this Action or the Released Claims.

25 12. Solely for purposes of implementing this Settlement, the Court approves Plaintiff  
26 Dorcas as the Class Representative and approves a Class Representative Service Award in the  
27 amount of \$ \_\_\_\_\_ for the time and expense Plaintiff expended in connection with the prosecution

1 of the Action, which shall be paid by Defendant. The Settlement Administrator shall pay the Class  
2 Representative Service Award to Plaintiff within fifteen (15) calendar days of the Effective Date

3 13. Solely for purposes of implementing this settlement, the Court approves Faruqi &  
4 Faruqi as Class Counsel. Upon hearing and review of the motion for award of Class Counsel fees,  
5 costs and expenses, the Court awards \$ \_\_\_\_\_. The attorneys' fees and  
6 reimbursement of expenses awarded by the Court shall be paid by Defendant within 15 calendar  
7 days after this Final Order has been entered. Defendant will pay the amount awarded by the Court  
8 directly to an account established by Class Counsel.

9 14. The Settlement Administrator shall distribute the Residual Settlement Amount and  
10 Voucher Fund to the Authorized Claimants in the manner specified in the Settlement Agreement  
11 within forty-five (45) calendar days of the Effective Date.

12 15. A declaration of payment will be filed by the Settlement Administrator with the  
13 Court and provided to the Parties within ten (10) calendar days of mailing and digitally paying the  
14 settlement proceeds.

15 16. The \_\_\_\_ Person who have submitted valid and timely and Requests for Exclusions  
16 listed in Exhibit \_\_\_\_ to the Declaration of \_\_\_\_\_ are excluded from the Settlement Class and  
17 not by this Order and Final Judgement.

18 17. For a period of no less than five (5) years after the Effective Date, and subject to all  
19 necessary regulatory approvals by appropriate governing agencies, Defendant shall not use the  
20 word "Austria" or the Austrian flag on any of the Mueller-branded products, its packaging,  
21 labeling, and/or its online marketing, including but not limited to its Mueller-branded products  
22 listings on third-party retail sites such as Amazon.com and websites maintained by Aterian  
23 (including muellerdirect.com). Defendant shall be permitted four (4) weeks from entry of this Final  
24 Order to modify the online marketing described in the proceeding sentence ("Online Marketing  
25 Deadline"). For removal of any doubt, however, references by third-party retail sites to "Mueller  
26 Austria", "Mueller Austria Store" or third-party references to prior Mueller-branded products will  
27 not be construed as a violation of the injunctive relief. Additionally, Defendant shall be permitted  
28

1 to sell through existing inventory of the Products that contain the word “Austria” and/or the  
2 Austrian flag.

3 18. The Settlement shall not be offered or be admissible in evidence by or against  
4 Defendant or cited or referred to in any other action or proceeding, except (1) in any action or  
5 proceeding brought by or against the Parties to enforce or otherwise implement the terms of the  
6 Settlement, or (2) in any action involving Plaintiff, members of the Settlement Class, or any of  
7 them, to support a defense of res judicata, collateral estoppel, release, or other theory of claim  
8 preclusion, issue preclusion, or similar defense.

9 19. In the event that the Settlement is terminated, pursuant to its terms or otherwise, this  
10 Judgment shall be vacated *nunc pro tunc*.

11 20. Without affecting the finality of this Final Order in any way, the Court hereby  
12 retains continuing jurisdiction over (a) the implementation of this Settlement and any award or  
13 distribution to the Settlement Class members; (b) hearing and determining of an application for  
14 attorneys’ fees and costs and (c) all Parties for the purpose of enforcing and administering the  
15 Settlement pursuant to Cal. Code Civ. Pro. § 664.6 or otherwise.

16 21. The Clerk is directed to enter this Final Order forthwith.

17 **IT IS SO ORDERED.**

18  
19 Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
The Hon. Donald R. Alvarez  
The

# **EXHIBIT D**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SAN BERNARDINO**

*Stacy Dorcas v. Aterian, Inc., Case No. CIVSB2222117*

**If you are a person who purchased any of the Covered Products in the United States, its territories, or at any United States military facility or exchange during the Class Period (December 9, 2018 through NOTICE DATE). you may be entitled to a payment from a class action settlement.**

*A court authorized this Notice. This is not a solicitation from a lawyer.*

- Aterian has agreed to pay \$800,000 (the “Settlement Fund”) to fully resolve and release claims of all persons who purchased any of the Mueller-branded products listed on the settlement website (“Covered Products”) during the time period set forth above and as described in the settlement agreement (“Settlement”).
- The Settlement Fund shall be a non-reversionary common fund of \$800,000 which shall be used to fund payments to Settlement Class Members, Class Notice and administration costs, any Class Counsel Award and costs awarded by the Court, and any Class Representative Service Award to Plaintiff awarded by the Court. Of the \$800,000 Common Fund, \$500,000 shall be made available in the form of cash (“Cash Fund”), and \$300,000 shall be made available in the form of Vouchers (“Voucher Fund”) which Settlement Class Members can use towards the purchase of any Mueller branded product.
- The Settlement resolves a lawsuit alleging that during the Class Period, Defendant falsely and deceptively labeled and advertised the Covered Products with an image of the Austrian flag and the name “Austria” (together, the “Austrian Representations”), which led reasonable consumers into believing that the Covered Products were made in Austria paid more for the Covered Products as a result of those alleged statements when, the Covered Products were not made in Austria.
- The two sides disagree on whether Plaintiff and the Settlement Class could have prevailed at trial. By entering into the Settlement, Aterian has not conceded the truth or validity of any of the claims against it.
- Your legal rights may be affected whether you act, or don’t act. Read this Notice carefully.



<b>Your Legal Rights and Options In This Settlement:</b>	
SUBMIT A CLAIM FORM	To participate in the settlement and make a claim for your share of the settlement benefits you must submit a valid Claim Form by <b>DATE</b> .
EXCLUDE YOURSELF FROM THE CASE	This is the only option that allows you to sue Aterian on your own regarding the legal claims in this case, but you will not receive compensation under the Settlement. The deadline for excluding yourself is <b>DATE</b> .
OBJECT TO THE SETTLEMENT	Write to the Court about why you do not like the Settlement. A Settlement Class Member who objects remains in the Settlement Class and must submit a Claim Form in order to obtain a monetary award. The deadline for objecting is <b>DATE</b> .
DO NOTHING	If you do nothing, you will receive no benefit from the Settlement, but you will still give up certain rights to sue the defendant.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case has still to decide whether to approve the Settlement. Compensation will be issued if the Court approves the Settlement and after appeals are resolved, if any.

## **BASIC INFORMATION**

### **1. Why was this Notice issued?**

This Notice was issued because a Court has conditionally “certified” this case as a class action lawsuit for settlement purposes only and your rights may be affected. Mueller-branded products, attached hereto as Attachment A, during the Class Period, you may have legal rights and options in this case.

This Notice explains all of these issues. Judge Donald Alvarez of the Superior Court for the State of California, County of San Bernardino is overseeing this class action. The case is known as *Stacy Dorcas v. Aterian, Inc.*, Case No. CIVSB2222117 (the “Action”). The people who sued are called the Plaintiffs. The company they sued, Aterian, is called the Defendant.

### **2. Why is this a class action?**

In a class action, one or more people, called “Class Representatives” (in this case Stacy Dorcas, the named “Plaintiff”), sue on behalf of all people who have similar claims. Together, these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Here, the Court has certified a class action for settlement purposes only. More information about why this is a class action can be found in the Court’s Class Certification Order, which is available at [www.XXXXXXXSettlement.com](http://www.XXXXXXXSettlement.com).

### **3. Why is there a settlement?**

The Court did not decide in favor of Plaintiff or Aterian. Plaintiff thinks she would have prevailed at trial. Aterian thinks the Plaintiff would not have won anything from a trial. But there was no trial. Instead, both sides agreed to this Settlement. That way, both sides avoid the risk and cost of a trial, and the Settlement Class Members will receive compensation. The Class Representative and their attorneys think the Settlement is best for all Settlement Class Members.

## THE CLAIMS IN THE LAWSUIT

### 4. What is the lawsuit about?

The lawsuit claims that during the Class Period, Defendant falsely and deceptively labeled and advertised the Covered Products with an image of the Austrian flag and the name “Austria” (together, the “Austrian Representations”), which led reasonable consumers into believing that the Covered Products were made in Austria when, the Covered Products were not made in Austria. Plaintiff further alleges that Plaintiff and Settlement Class Members paid more for the Covered Products as a result of those alleged statements. Plaintiff has asserted claims on behalf of herself and for others similarly situated in the United States based on such allegations.

The lawsuit claims that Aterian violated, among others, the California Consumers Legal Remedies Act, California’s False Advertising Law, and California’s Unfair Competition Law; that Aterian breached express and implied warranties; that Aterian committed fraud and made negligent and intentional misrepresentations; and that Aterian was unjustly enriched. Aterian denied these claims. More information can be found in the [COMPLAINT], available at [www.XXXXXXXSettlement.com](http://www.XXXXXXXSettlement.com).

## MEMBERS OF THE SETTLEMENT CLASS

### 5. How do I know if I am a part of the Settlement Class?

The Court has certified this case for settlement purposes only as a class action. The class (the “Settlement Class”) is defined as:

All Persons who purchased any of the Covered Products in the United States, its territories, or at any United States military facility or exchange during the Class Period.

Excluded from the Settlement Class shall be the assigned Judge to the Action, counsel to the Parties, Mediator Louis M. Meisinger, and their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family; any government entity; Defendant, any entity in which Defendant has a controlling interest, any of Defendant’s subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, predecessors in interest, heirs, successors, or assigns, or any members of their immediate family; and any Persons who timely opt-out of the Settlement Class.

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

Aterian has agreed to pay \$800,000 (\$500,000 shall be made available in the form of cash (“Cash Fund”), and \$300,000 shall be made available in the form of Vouchers (“Voucher Fund”)) into a non-reversionary Settlement Fund in full and complete settlement and release of all claims of Plaintiff and the Settlement Class Members, as described in the Settlement. The Settlement Fund will be used to pay Settlement Awards

to Settlement Class Members who send in a valid Claim Form, after attorneys' fees and costs, notice and settlement administration costs, and an incentive award to the Class Representative have been deducted.

Class Counsel will ask the Court to approve an award of up to 25% of the Settlement Fund (or \$200,000) for attorneys' fees; notice and settlement administration costs; reasonable costs and expenses spent in prosecuting the case; and \$1,500 to the Class Representative, all to be paid from the Settlement Fund before Settlement Awards are paid to the Settlement Class. You cannot receive compensation unless you submit a Claim Form as set forth below.

#### **7. How much will my payment be?**

Authorized Claimants can elect to receive a \$7.50 cash payment per Covered Product purchased during the Class Period for up to two (2) Covered Products (subject to a pro-rata increase or decrease as discussed), **OR**, alternatively, in lieu of a cash payment, Authorized Claimants can elect to receive a \$15.00 Voucher per Covered Product purchased during the Class Period for up to two (2) Covered Products (subject to a pro-rata increase or decrease as discussed).

Proof of purchase is not required for either the Individual Cash Settlement Payment or the Individual Voucher Settlement Payment. Authorized Claimants shall be solely responsible for any and all taxes arising from payment of the Individual Cash Settlement Payments.

Individual Cash Settlement Payments will be issued digitally to Authorized Claimants, via the email provided on the Claim Form. Authorized Claimants will be provided with several digital payment options such as PayPal, Venmo, or a digital debit card, to immediately receive the Individual Cash Settlement Payment. A valid email address is required to receive digital payment. You will also have the option to request a paper check be mailed using the address information provided on the Claim Form. If the email or mailing address you have on file changes or becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive payment.

#### **8. What am I giving up to stay in the Settlement Class?**

Unless you exclude yourself from the Settlement, you will be part of the Settlement Class, and you cannot sue, continue to sue, or be part of any other lawsuit against Aterian asserting a released claim. It also means that all of the Court's orders will apply to you and legally bind you. If you file a Claim Form or do nothing, you will agree to release Aterian from any and all claims under federal and state law that arise from the allegations at issue in this action.

### **THE LAWYERS REPRESENTING YOU**

#### **9. Do I have a lawyer in this case?**

Yes. The Court has appointed Faruqi & Faruqi as Class Counsel to represent you and the Class in this case. These lawyers have experience handling similar cases. More information about these lawyers and their law firms is available at [www.faruqilaw.com](http://www.faruqilaw.com).

#### **10. Should I get my own lawyer?**

You do not need to hire your own lawyer because Class Counsel is representing you and all the other members of the Settlement Class. If you want someone other than Class Counsel to speak for you, you may hire your own lawyer at your own expense.

#### **11. How will the lawyers be paid?**

Class Counsel will ask the Court to approve payment of up to \$200,000 in attorneys' fees, to be paid from the Settlement Fund. The requested fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel also will ask the Court to approve reasonable costs and expenses spent prosecuting the case and a payment of \$1,500 to Stacy Dorcas for her services as Class Representative, to be paid from the Settlement Fund. The Court may award less than these amounts.

### **HOW TO APPLY FOR COMPENSATION**

#### **12. How can I get compensation under the Settlement?**

To qualify for compensation under the Settlement, you must submit a Claim Form. A Claim Form is available on the internet at [www.XXXXXXXSettlement.com](http://www.XXXXXXXSettlement.com). Read the instructions carefully, fill out the form, sign it, and submit it online no later than [DATE]. You may also submit a Claim Form by mail if postmarked by no later than [DATE].

To receive a Settlement Award, each Settlement Class Member must attest under penalty of perjury that they purchased a Aterian product during the Class Period, and the information supplied in the Claim Form is true and correct to the best of the Settlement Class Member's knowledge.

Covered Products in the Settlement are comprised of the Aterian products listed in Attachment A only.

#### **13. When would I receive compensation?**

The Court will hold a hearing on [DATE], at [TIME] [].m. to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a Claim Form will be informed of the progress of the Settlement through information posted at [www.XXXXXXXSettlement.com](http://www.XXXXXXXSettlement.com). Please be patient.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

#### **14. How do I get out of the Settlement?**

If you do not want a Settlement Award under this Settlement, and you want to keep the right to sue or continue to sue Aterian regarding the allegation that are the subject of the Action, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement Class.

To exclude yourself from the Settlement, you must send a letter by mail to the Class Action Settlement Administrator that (a) states your name and address; (b) is personally signed by you, and not your attorney or anyone acting on your behalf; and (c) includes a statement that indicates that you wish to be excluded from the class settlement in *Stacy Dorcas v. Aterian, Inc.*, Case No. CIVSB2222117." No request for exclusion will be valid unless all of the information described above is included.

You must mail your exclusion request postmarked no later than **[DATE]**, to the Class Action Settlement Administrator at the following address:

Aterian Settlement Administrator  
ATTN: Exclusions  
A.B. Data, Ltd.  
P.O. Box 173001  
Milwaukee, WI 53217

**15. If I do not exclude myself, can I sue Defendant for the same thing later?**

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Aterian for the claims that this Settlement resolves.

**16. If I exclude myself, can I get compensation under this Settlement?**

No. If you ask to be excluded, you will not get any compensation under the Settlement, and you cannot object to the Settlement.

## **OBJECTING TO THE SETTLEMENT**

**17. How do I tell the Court that I do not agree with the Settlement?**

You can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Awards will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. A Settlement Class Member who objects still remains in the Settlement Class and must timely submit a Claim Form in order to obtain a monetary award.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Stacy Dorcas v. Aterian, Inc.*, Case No. CIVSB2222117), (b) be submitted to the Settlement Administrator at the address below, and (c) be postmarked on or before **[DATE]**.

Aterian Settlement Administrator  
ATTN: Objections  
A.B. Data, Ltd.  
P.O. Box 173001  
Milwaukee, WI 53217

Written objections must also contain: (i) Information sufficient to identify and contact the objecting Settlement Class Members, including name, address, telephone number, and, if available, email address, and if represented by counsel, the foregoing information for his/her counsel; (ii) Whether the Settlement Class Member, or his or her counsel, intends to appear at the Final Approval Hearing; (iii) A clear and concise statement of the Settlement Class Member's objection, including all bases and legal grounds for the

objection and copies of paper, briefs, or other documents upon which the objection is based; (iv) Documents sufficient to establish the person's standing as a Settlement Class Member, i.e., verification under penalty of perjury as to the person's purchase of Covered Products during the Class Period, or a proof of purchase; and (v) The Settlement Class Member's signature.

**18. What is the difference between objections and excluding myself from the Settlement?**

Objecting means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement means that you do not want to be part of the Settlement Class. If you exclude yourself, then you have no basis to object to the Settlement.

A Settlement Class Member who objects still remains in the Settlement Class and must timely submit a Claim Form in order to obtain a monetary award.

**IF YOU DO NOTHING**

**19. What happens if I do nothing at all?**

If you do nothing, you will remain a member of the Settlement Class and you will give up your rights to sue Aterian; however, you will not receive any compensation because you must submit a valid Claim Form in order to receive compensation under this Settlement.

**THE COURT'S FINAL APPROVAL HEARING**

**20. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at [TIME] [ ] .m. on [DATE], 2023, at the Superior Court for the State of California, County of San Bernardino, [ADDRESS]. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are valid objections that comply with the requirements herein, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and the Class Representatives.

The date of the Final Approval Hearing may change without further notice to the Settlement Class. Settlement Class Members should check the Settlement Website to confirm that the date has not been changed and whether the hearing may proceed virtually due to COVID-19.

**21. Do I have to come to the hearing?**

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

**22. May I speak at the hearing?**

You, or any lawyer you retain, may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your objection to the Settlement a statement saying that it is your intent to appear at the Final Approval Hearing. Your Objection and notice of intent to appear must be submitted to the Settlement Administrator and postmarked no later than [DATE]. You cannot speak at the hearing if you excluded yourself from the Settlement.

## GETTING MORE INFORMATION

### 23. Is this the entire Settlement?

No. This Notice is only a summary of the proposed Settlement. More information about the action and the precise terms and conditions of the Settlement is available at [www.XXXXXXXSettlement.com](http://www.XXXXXXXSettlement.com), or by calling toll-free 8XX-XXX-XXXX, or by writing to Aterian Class Action Settlement Administrator c/o A.B. Data, Ltd., P.O. Box XXXXXX, Milwaukee, WI 53217, or visiting the office of the Clerk of the Court for the Superior Court for the State of California, County of San Bernardino, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays, or by contacting Class Counsel at the information listed in paragraph 9 above..

**Please do not telephone the Court or the Court Clerk's Office to inquire about this Settlement or the Claims Process.**

# **EXHIBIT E**



1 FARUQI & FARUQI, LLP  
Lisa Omoto (SBN 303830)  
2 1901 Avenue of the Stars, Suite 1060  
Los Angeles, CA 90067  
3 Telephone: (424) 256-2884  
Facsimile: (424) 256-2885  
4 E-mail: lomoto@faruqilaw.com

5  
6 *Attorneys for Plaintiff Stacy Dorcas*

7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF SAN BERNARDINO

10 STACY DORCAS, individually, and on behalf  
of all others similarly situated,

11 Plaintiff,

12 v.

13 ATERIAN, INC.,

14 Defendant.  
15  
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17  
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Case No CIVSB2222117

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
SETTLEMENT**

Date:  
Time:  
Dept.: S23  
Judge: Hon. Donald R. Alvarez

Action Filed: December 9, 2022

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1           WHEREAS, Plaintiff, Stacy Dorcas (“Plaintiff”), and Defendant, Aterian, Inc.,  
2 (“Defendant”), (collectively, the “Parties”) have reached a proposed settlement and compromise  
3 of the disputes between them (the “Settlement”); in the above captioned action (“Action”);

4           WHEREAS, the Parties have applied to the Court for preliminary approval of the proposed  
5 Settlement, the terms and conditions of which are set forth in the Settlement;

6           AND NOW, the Court, having read and considered the Settlement and accompanying  
7 documents and the Motion For Preliminary Settlement Approval and supporting papers, and the  
8 Parties to the Settlement having consented to the entry of this Order, and all capitalized terms used  
9 herein having the meaning defined in the Settlement,

10 IT IS HEREBY ORDERED AS FOLLOWS:

11           1.       The Court, for purposes of this Order, adopts all defined terms as set forth in the  
12 Settlement.

13           2.       Subject to further consideration by the Court at the time of the Final Approval  
14 Hearing, the Court preliminarily approves the Settlement as fair, reasonable, and adequate to the  
15 Settlement Class, as falling within the range of possible final approval, and as meriting submission  
16 to the Settlement Class for its consideration.

17           3.       Based upon the submissions of the Parties, and for purposes of this Settlement only,  
18 the Court conditionally makes the following findings:

19                   a.       The members of the Settlement Class are so numerous as to make joinder  
20 impracticable.

21                   b.       There are questions of law and fact common to the Settlement Class, and such  
22 questions predominate over any questions affecting only individual Settlement  
23 Class Members for purposes of the Settlement.

24                   c.       Plaintiff’s claims and the defenses thereto are typical of the claims of the  
25 Settlement Class Members and the defenses thereto for purposes of the  
26 Settlement.

27                   d.       Plaintiff and her counsel have fairly and adequately protected, and will continue  
28

1 to fairly and adequately protect, the interests of the Settlement Class Members  
2 with respect to the Settlement.

3 e. The proposed Settlement is superior to all other available methods for fairly and  
4 efficiently resolving this Action.

5 f. Accordingly, for settlement purposes only, the Court certifies a Settlement Class  
6 comprised of:

7 all Persons who purchased any of the Covered Products in the United States, its  
8 territories, or at any United States military facility or exchange during the Class  
9 Period. Excluded from the Settlement Class shall be the assigned Judge to the  
10 Action, counsel to the Parties, Mediator Louis M. Meisinger, and their  
11 employees, legal representatives, heirs, successors, assigns, or any members of  
12 their immediate family; any government entity; Defendant, any entity in which  
13 Defendant has a controlling interest, any of Defendant's subsidiaries, parents,  
14 affiliates, and officers, directors, employees, legal representatives, predecessors  
15 in interest, heirs, successors, or assigns, or any members of their immediate  
16 family; and any Persons who timely opt-out of the Settlement Class.

17 4. This matter is preliminarily certified as a class action for settlement purposes only,  
18 pursuant to Cal. Code Civ. Pro. § 382, Cal Civ. Code § 1781 and Rule 3.769(c) and (d) of the  
19 California Rules of Court. If the Court does not finally approve the Settlement, Defendant retains  
20 the right to assert that this Action may not be certified as a class action for liability purposes, and  
21 no Party shall rely on this preliminary approval as support for the certification of a class in this or  
22 any other action.

23 5. The Court hereby appoints Plaintiff Stacy Dorcas as Class Representative.

24 6. The Court hereby appoints Lisa T. Omoto of Faruqi & Faruqi, LLP as Class  
25 Counsel.

26 7. The Court hereby appoints A.B. Data, Ltd. as Settlement Administrator.

27 8. The Settlement shall be used for settlement purposes only. The fact of, or any  
28 provision contained in, the Settlement or any action taken pursuant to it shall not constitute an  
admission of the validity of any claim or any factual allegation that was or could have been made  
by Plaintiff and members of the Settlement Class in the present action or of any wrongdoing or  
liability of any kind on the part of Defendant. The Settlement shall not be offered or be admissible

1 in evidence by or against Defendant (or any of the Released Parties as defined in the Settlement) or  
2 cited or referred to in any other action or proceeding, except (a) in any action or proceeding  
3 brought by or against the Parties to enforce or otherwise implement the terms of the Settlement, or  
4 (b) in any action involving Plaintiff, or members of Settlement Class, in which the allegations are  
5 based on the same factual bases and allegations set forth in this case, to support a defense of res  
6 judicata, collateral estoppel, release, waiver or other theory of claim preclusion, issue preclusion,  
7 or similar defense.

8 9. A final hearing (the “Final Approval Hearing”) shall be held before this Court on  
9 \_\_\_\_\_ at \_\_\_.m., to determine whether (a) this Action meets each of the prerequisites  
10 for class certification set forth in Cal. Code Civ. Pro. § 382 and Cal Civ. Code § 1781, and may  
11 properly be maintained as a class action on behalf of the Settlement Class; (b) the Settlement  
12 should receive final approval as fair, reasonable, adequate, and is in the best interests of the  
13 Settlement Class in light of any objections presented by Settlement Class Members and the Parties’  
14 responses to any such objections; (c) orders granting final approval of the Settlement, entering  
15 final judgment and dismissing the Complaint, as provided in the Settlement, should be entered; and  
16 (d) the application of Class Counsel for the payment of attorneys’ fees, and costs and expenses,  
17 and an incentive award for Plaintiff is reasonable and should be approved. The Final Approval  
18 Hearing may be postponed, adjourned or continued by further order of this Court, and the Parties  
19 will publish the new hearing date on the Settlement website.

20 10. Any person included within the Settlement Class who wishes to be excluded from  
21 membership in the Settlement Class must do so in writing by mailing a written request for  
22 exclusion to the Settlement Administrator no later than \_\_\_\_\_, 2023. The request must  
23 include: (i) the Settlement Class Member’s name; (ii) the Settlement Class Member’s address; (iii)  
24 a statement that indicates that the Settlement Class Member wishes to be excluded from Dorcas v.  
25 Aterian, Inc., Case No. CIVSB2222117; and (iv) be signed by the Settlement Class Member.

26 11. Any Settlement Class Member who has not timely filed a written request for  
27 exclusion from the Settlement Class may object to the fairness, reasonableness or adequacy of the  
28

1 proposed Settlement. Each Settlement Class Member who wishes to object to any term of the  
2 Settlement must do so in writing by mailing a written Objection Statement to the Settlement  
3 Administrator. Any such objection must be postmarked, no later than \_\_\_\_\_, 2023. In  
4 the event that the postmark is illegible, the Objection Statement shall be deemed untimely unless it  
5 is received by the Settlement Administrator after five (5) calendar days of the Objection/Exclusion  
6 Deadline. Any Objection Statement must contain a caption or title that identifies it as “Objection to  
7 Class Settlement in Dorcas v. Aterian, Inc., Case No. CIVSB2222117” and shall also contain: (i)  
8 information sufficient to identify and contact the objecting Settlement Class Members, including  
9 name, address, telephone number, and, if available, email address, and if represented by counsel,  
10 the foregoing information for his/her counsel; (ii) whether the Settlement Class Member, or his or  
11 her counsel, intends to appear at the Final Approval Hearing; (iii) a clear and concise statement of  
12 the Settlement Class Member’s objection, including all bases and legal grounds for the objection  
13 and copies of paper, briefs, or other documents upon which the objection is based; (iv) documents  
14 sufficient to establish the person’s standing as a Settlement Class Member, i.e., verification under  
15 penalty of perjury as to the person’s purchase of Covered Products during the Class Period, or a  
16 proof of purchase; and (v) the Settlement Class Member’s signature.

17 a. Any objection that fails to satisfy the requirements stated herein, or that is not  
18 properly and timely submitted, will be deemed ineffective, and will be deemed by  
19 the Parties to have been waived, and the Parties reserve their right to argue that  
20 the Settlement Class Member asserting such objection is not entitled to have his  
21 or her objection heard or otherwise considered by the Court.

22 12. The Court approves, as to form and content, the Claim Form, Email Notice, Long  
23 Form Notice and Publication Notice Form attached to the Settlement Agreement as Exhibits A, B,  
24 D, and F.

25 13. The Court finds that the Parties’ plan for providing notice (the “Notice Plan”) will  
26 provide the best notice practicable to the Settlement Class under the circumstances and constitute  
27 valid, due, and sufficient notice to all Settlement Class Members, fully complying with Cal. Code  
28

1 of Civ. Pro. § 382, Cal. Civ. Code § 1781, the Constitution of the State of California, the  
2 Constitution of the United States, and other applicable law. All costs incurred in connection with  
3 the preparation and dissemination of any notices to the Settlement Class shall be borne by  
4 Defendant.

5 14. The Court further finds that the Notice Plan adequately informs members of the  
6 Settlement Class of their right to object to the Settlement or to exclude themselves from the  
7 Settlement Class so as not to be bound by the terms of the Settlement.

8 15. Not later than \_\_\_ calendar days after the entry of this Order, Defendant shall cause  
9 notice to be disseminated as follows:

- 10 i. dissemination of the Publication Notice in *Los Angeles Daily News*; and
- 11 ii. establishment and publishing of a Settlement website by the Claims  
12 Administrator ([www.MuellerSettlement.com](http://www.MuellerSettlement.com))

13 16. The Claims Administrator shall post the Settlement on the Settlement website. The  
14 Settlement website shall include the approved class definition set forth in Paragraph 3 above and  
15 the Claim Form, Email Notice, Long Form Notice and Publication Notice attached to the  
16 Settlement Agreement as Exhibits A, B, D, and F.

17 17. Defendant shall transmit to the Settlement Administrator the Settlement Amount no  
18 later than seven (7) calendar days after the entry of this Order.

19 18. The Parties shall file and serve papers in support of final approval of the Settlement  
20 by \_\_\_\_\_, 2023.

21 19. Class Counsel shall file any application for an award of attorneys' fees, costs and  
22 litigation expenses, and an incentive award for Plaintiff by \_\_\_\_\_, 2023.

23 20. Class Counsel shall file a single memorandum of law that addresses: (i) arguments  
24 in support of final approval of the Settlement; and (ii) Class Counsel's application for an award of  
25 attorneys' fees, costs and litigation expenses, and incentive award for Plaintiff's efforts and  
26 expenses. Such memorandum of law shall not exceed 50 pages in length.

27  
28

1           21.     The Parties shall file and serve reply papers in further support of final approval of  
2 the Settlement; and/or Class Counsel’s application for an award of attorneys’ fees, costs and  
3 litigation expenses, and reimbursement awards for Plaintiffs’ expenses by no later than  
4 \_\_\_\_\_, 2023.

5           22.     The Final Approval Hearing shall be held at \_\_\_\_\_.m. on \_\_\_\_\_, 2023 in  
6 Department S23.

7           23.     The following chart lists the important dates in chronological order:

Event	Proposed Date
Preliminary Approval Order	_____, 2023
Publication of notice in <i>Los Angeles Daily News</i> ; Send Direct Email Notice; and establishment of Settlement website (including Long Form Notice).	Within 20 days after entry of Preliminary Approval Order _____, 2023
Claims/Objection/Opt-out Deadline	180 after entry of Preliminary Approval Order _____, 2013
Class Counsel’s briefs in support of Final Approval, Award of Attorneys’ Fees & Costs Due	No later than 30 days prior Claims/Objection/Opt-out Deadline _____, 2023
Responses to Any Objections Due	No later than 14 days prior to the Final Approval Hearing _____, 2023
Final Approval Hearing	No earlier than 30 days after the Claims/Objection/Opt-out Deadline _____, 2023

24           24.     The Court may, for good cause, extend any of the deadlines set forth in this Order  
25 without further notice to the Settlement Class Members.

26           25.     Pending further orders by this Court, all proceedings in this Action– other than  
27 proceedings pursuant to this Order – shall be stayed and all members of the Settlement Class who  
28

1 do not request exclusion from the Settlement Class in the manner required by this Order shall be  
2 enjoined from commencing or prosecuting any action, suit, proceeding, claim, or cause of action  
3 (except those based on or relating to personal injury or wrongful death), in any jurisdiction or court  
4 against Defendant relating to or arising out of the subject matter of this action.

5 26. If the proposed Settlement is finally approved, the Court shall enter a separate order  
6 finally approving the Settlement, entering judgment and dismissing the Complaint. Such order and  
7 judgment shall be fully binding with respect to all members of the Settlement Class.

8 27. In the event that the proposed Settlement is not approved by the Court, or in the  
9 event that the Settlement becomes null and void pursuant to its terms, this Order and all orders  
10 entered in connection therewith shall become null and void, shall be of no further force and effect,  
11 and shall not be used or referred to for any purposes whatsoever in this civil action or in any other  
12 case or controversy; in such event the Settlement and all negotiations and proceedings directly  
13 related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties,  
14 who shall be restored to their respective positions as of the date and time immediately preceding  
15 the execution of the Settlement.

16  
17 **IT IS SO ORDERED.**

18  
19 Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
The Hon. Donald R. Alvarez



# **EXHIBIT F**

**IF YOU PURCHASED MUELLER  
BRANDED PRODUCTS YOU COULD  
GET CASH OR A VOUCHER FROM  
A PROPOSED CLASS ACTION  
SETTLEMENT**

The Court has tentatively approved a proposed settlement in *Stacy Dorcas v. Aterian, Inc., Case No. CIVSB2222117*, a class action that challenges the marketing and sale of Mueller Branded Products. While Defendant denies all wrongdoings, the parties have agreed to settle the claims. If you purchased a Mueller Branded Products between December 9, 2018 and \_\_\_\_\_, 2023, you may be entitled to a cash award of up to \$15.00. or a voucher worth up to \$30.00.

The deadline to submit a claim form for is \_\_\_\_\_, 2023.

You may exclude yourself from the settlement. A judgment, whether favorable or not, will bind all those who do not request exclusion. To exclude yourself, you must mail a letter to \_\_\_\_\_ by \_\_\_\_\_, 2023.

A hearing to consider the fairness of the settlement will be held on \_\_\_\_\_, 2023, at \_\_\_:\_\_\_ a.m. To object to the settlement, you must mail a letter to \_\_\_\_\_ and file your objection with the Court. The deadline to object is \_\_\_\_\_. You may enter an appearance through counsel.

This notice is only a summary. For more information, please visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or call 1-(XXX)-YYY-ZZZ. **Please do not contact the Court for information.**

# **EXHIBIT G**

SKU	Description	ASIN
MLR010024N	Mueller 4 Blade Onion Chopper	B07SVBY6BH
MLR010015N	Mueller Julienne Vegetable Peeler	B07PWG9BBX
MLR010017N	Mueller Conical Burr Grinder	B0833F31MS
MLR010006N	Mueller Deluxe Knife Set Acrylic Stand	B08BBD95WG
MLR010555N	Mueller Electric Coffee Grinder (Black)	B08WC8TYXL
MLR010556N	Mueller Electric Coffee Grinder (Gray)	B08WC6RHHQ7
MLR010554N	Mueller Electric Coffee Grinder (Red)	B08WC371TP
MLR010018N	Mueller Electric Hand Mixer	B08B2ZWLT6
MLR010008N	Mueller French Press	B07JGBK6XV
MLR010001N	Mueller Hand Blender	B075X1KPLZ
MLR010553N	Mueller Hand Mixer (Black)	B08WC7DR9B
MLR010551N	Mueller Hand Mixer (Red)	B08WD13RG3
MLR010552N	Mueller Hand Mixer (White)	B08WCJF86Q
MLR010014N	Mueller Handheld Vegetable V-Slicer	B0854R2NDM
MLR010019N	Mueller HyperGrind Electric Spice/Coffee	B076FJ92M4
MLR010011N	Mueller 5L Salad Spinner - Large	B07GH6GTH4
MLR010010N	Mueller Mandoline Slicer	B01CT63964
MLR010012N	Mueller Mandoline Zester Pro	B09S185RJQ
MLR010020N	Mueller Premium 1500W Electric Kettle	B07TZ5YHJN
MLR010004N	Mueller Single Serve Coffee Maker	B08CY7BQG6
MLR010022N	Mueller Single Serve Coffee Maker	B07PYPX7M9
MLR010005N	Mueller Stainless Steel Knife Set With Block	B08BBNCYN2
MLR010002N	Mueller Steam Iron	B082XJTJBS
MLR010009N	Mueller Stove Top Whistling Tea Kettle	B07MNXLLZW
MLR010007N	Mueller Toaster Oven 4 Slice	B078SD1JT8
MLR010016N	Mueller Ultra 12-Cup Coffee Maker	B0833FGJJN
MLR010013N	Mueller Ultra Chef Chopper	B07NMV8TB1
MLR010021N	Mueller Ultra Juicer	B07D3C6NVL
MLR010023N	Mueller UltraPot 6Q Pressure Cooker	B07Q5BZFLB
MLR010003N	Mueller Vacuum Sealer Machine	B07J2SR7YT
MU010138	Mueller Manual Citrus Press (Black)	B08R99XD8X
MU010139	Mueller Manual Citrus Press (Gray)	B08R993YJK
MU010140	Mueller Manual Citrus Press (White)	B08R9BJWF7
MU010268	Mueller Meat Cleaver With Leather Sheath, 7-inch	B0B4PYC1LQ
MU010200	Mueller 12-Cup Drip Coffee Maker	B08TYTBX8X
MU010021	Mueller 2-Blade Chopper	B01HC7BNJA
MU010057	Mueller 7-inch Cleaver Knife with Pakkawood Handle	B08BX7136Z
MU010332	Mueller Airtight Food Storage Containers, 12-Piece Set (Blue)	B09FYHR4J5
MU010333	Mueller Airtight Food Storage Containers, 12-Piece Set (White)	B09FYGKQRB
MU010287	Mueller Airtight Food Storage Containers, 14-Piece Set (Blue)	B0B8FT5FMK
MU010325	Mueller Airtight Food Storage Containers, 14-Piece Set (Gray)	B09FYMM8Q4
MU010335	Mueller Airtight Food Storage Containers, 14-Piece Set (White)	B09FP2HLKL
MU010336	Mueller Airtight Food Storage Containers, 24-Piece Set (Blue)	B09FNSSM7P
MU010326	Mueller Airtight Food Storage Containers, 24-Piece Set (Dark Gray)	B09FYKFXFM
MU010337	Mueller Airtight Food Storage Containers, 24-Piece Set (White)	B09FP72KJ5
	Mueller Anti-Fatigue Compression Mat - Large (Beige)	
	Mueller Anti-Fatigue Compression Mat - Large (Black)	
	Mueller Anti-Fatigue Compression Mat - Large (Brown)	
	Mueller Anti-Fatigue Compression Mat - Medium (Beige)	
	Mueller Anti-Fatigue Compression Mat - Medium (Black)	
	Mueller Anti-Fatigue Compression Mat - Medium (Brown)	
	Mueller Anti-Fatigue Compression Mat - Small (Beige)	
	Mueller Anti-Fatigue Compression Mat - Small (Black)	
	Mueller Anti-Fatigue Compression Mat - Small (Brown)	

MU010201	Mueller Avocado Slicer and Pitter	B0B8LBQ79K
CG010002	Mueller Basketball Arcade	B0BGK3W1W7
MU010274	Mueller Cast Iron Skillet - 10 inch	B0B4PYW5R7
MU010273	Mueller Cast Iron Skillet - 12 inch	B0B4PX747K
MU010050	Mueller Chef Knife	B08B7WK4VW
MU010076	Mueller Citrus Squeezer (Beige)	B08M9PQCM3
MU010078	Mueller Citrus Squeezer (Gray)	B08M9HG2NG
MU010077	Mueller Citrus Squeezer (Mocha)	B08M8KCTYB
MU010079	Mueller Citrus Squeezer (Orange)	B08M8YJ5Z6
MU010035	Mueller Citrus Zester and Cheese Grater Set	B07NMTWX8T
MU010080	Mueller Colander (Beige)	B08MBBYKSV
MU010082	Mueller Colander (Gray)	B08MBFK1TG
MU010081	Mueller Colander (Mocha)	B08MBFDWYR
MU010162	Mueller Convection Toaster Oven, 8-Slice	B08TVZQSLK
MU010344	Mueller Corded Hair Clipper and Trimmer Kit	B09H3N9RR5
MU010362	Mueller Cordless Leaf Blower, 20V	B09R74FC6Y
B09BBNY8H7	Mueller Digital Thermometer (Gray)	B08WNPSB81
MU010161	Mueller Digital Thermometer (Red)	B08WNBYPK5
MU010182	Mueller Dish Drying Rack With Utensil Holder - Small (Beige/Red)	B08ZJW4WZX
MU010183	Mueller Dish Drying Rack With Utensil Holder - Small (Gray/Gray)	B08ZJTG8V
MU010180	Mueller Dish Drying Rack With Utensil Holder - Small (Gray/Green)	B08ZJVDHHX
MU010181	Mueller Dish Drying Rack With Utensil Holder - Small (Mocha/Beige)	B08ZJWH4N4
MU010184	Mueller Dish Drying Rack With Utensil Holder - Small (White /Turquoise)	B08ZJXDH5T
MU010349	Mueller Dish Rack - Large (Beige/Red)	B09NB1GJ46
MU010347	Mueller Dish Rack - Large (Dark Gray/Green)	B09NB3229D
MU010348	Mueller Dish Rack - Large (Light Gray/Gark Gray)	B09N9ZQWRW
MU010345	Mueller Dish Rack - Large (Mocha/Beige)	B09NB3HJ33
MU010346	Mueller Dish Rack - Large (White/Turquoise)	B09NB1TZTZ
MU010266	Mueller Dish Rack - Medium (Beige/Red)	B09NB21BJ3
MU010311	Mueller Dish Rack - Medium (Gray/Gray)	B09NB3FGY2
MU010312	Mueller Dish Rack - Medium (Gray/Green)	B09NB1VLNK
MU010313	Mueller Dish Rack - Medium (Mocha/Beige)	B09NB2XNWL
MU010322	Mueller Dish Rack - Medium (White/Turquoise)	B09NB1NCZ5
MH010052	Mueller Double Waffle Maker, 1200W	B09VRG6K5R
MU010272	Mueller Durablend 10-SPEED Blender	B0B94R1KKY
MU010132	Mueller Ear Forehead Thermometer (White)	B08Q76G3TX
MU010236	Mueller Electric Indoor Grill, 14-inch	B0B9PZNR27
MU010054	Mueller Electric Knife Sharpener	B08BFCV94W
MU010029	Mueller Electric Toothbrush	B07BSPKDSB
MU010364	Mueller Expandable Garden Hose, 50-foot	B09V3J242G
MU010148	Mueller Flatware Organizer - Large (Beige/Red)	B08SHZT3Z9
MU010149	Mueller Flatware Organizer - Large (Green/Dark Gray)	B08SJ85QJ8
MU010150	Mueller Flatware Organizer - Large (Light/Dark Gray)	B08SHT6PH7
MU010151	Mueller Flatware Organizer - Large (Mocha/Beige)	B08SHXH2L8
MU010153	Mueller Flatware Organizer - Medium (Mocha)	B08SVFGR7D
MU010152	Mueller Flatware Organizer - Medium (Beige)	B08SHW6CTL
MU010154	Mueller Flatware Organizer - Medium (Dark Gray)	B08SHYZNCV
MU010155	Mueller Flatware Organizer - Medium (Light Gray)	B08STRM47N
MU010156	Mueller Flatware Organizer - Small (Beige)	B08SV33QX5
MU010159	Mueller Flatware Organizer - Small (Light Gray)	B08SV6MF7S
MU010157	Mueller Flatware Organizer Small - (Mocha)	B08SVTLCFR
MU010301	Mueller Flatware Set, 20-Piece Stainless Steel Silverware	B0B8L8PXLV
MU010302	Mueller Flatware Set, 20-Piece Stainless Steel Silverware (Black)	
MU010324	Mueller Food Storage Containers, 12-Piece Set (Dark Gray)	B09FYL52D9
MU010330	Mueller Food Storage Containers, 4-Piece Set (Blue)	B09FYH62P5

MU010323	Mueller Food Storage Containers, 4-Piece Set (Dark Gray)	B09FYJNDM6
MU010331	Mueller Food Storage Containers, 4-Piece Set (White)	B09FYFCMMS
MU010084	Mueller Fruit Basket (Black)	B08MNSQM2C
MU010357	Mueller Fruit Basket (Copper)	B09TWT8DNJ
MU010358	Mueller Fruit Basket (Gold)	B09TWWFDQF
MU010083	Mueller Fruit Basket (Gray)	B08MNV1TF2
MU010087	Mueller Fruit Basket (Green)	B08MTBVBQQ
MU010085	Mueller Fruit Basket (Red)	B08MSXL5XN
MU010086	Mueller Fruit Basket (White)	B08MT7CP3R
MU010060	Mueller Glass French Press	B08GRQVN51
MU010215	Mueller HealthyStone Fry Pan 10-inch (Black)	B08SBHF9XF
MU010216	Mueller HealthyStone Fry Pan 10-inch (Gray)	B08SBMPP1Y
MU010217	Mueller HealthyStone Fry Pan 12-inch (Black)	B08SBXGQG1
MU010218	Mueller HealthyStone Fry Pan 12-inch (Gray)	B08SBJJXQ8
MU010212	Mueller HealthyStone Fry Pan 8-inch (Black)	B08SBHGR1Q
MU010224	Mueller HealthyStone Fry Pan 8-inch (Gray)	B0958KKCBW
MU010001	Mueller Hydro Press Coffee Maker	B075MQZ88P
MU010360	Mueller Indoor Grill and Griddle Combo	B09P5P2P3C
MU010137	Mueller Induction Cooktop	B08QMP7VD3
MU010262	Mueller Kitchen Utensil Holder, Heavy Duty Flatware Drying Basket (Beige)	B0B41CXK7Q
MU010261	Mueller Kitchen Utensil Holder, Heavy Duty Flatware Drying Basket (Gray)	B0B4128ZDG
MU010296	Mueller Kitchen Utensil Holder, Heavy Duty Flatware Drying Basket (White)	B0B4196T2P
MU010283	Mueller Lunch Bag (Camo White)	B09BBGN76L
MU010282	Mueller Lunch Bag (Camo)	B09B91MXCR
MU010285	Mueller Lunch Bag (Circular Design)	B09BBC3S4N
MU010284	Mueller Lunch Bag (Gray)	B09BBHXJHC
MU010072	Mueller Makeup Organizer (Pink)	B08LHL4HG7
MU010073	Mueller Makeup Organizer (White)	B08LJQ2NWW
MU010055	Mueller Manual Knife Sharpener	B08BFJ8WYY
MU010196	Mueller Microwave Popcorn Maker (Black)	B0B459M2TQ
MU010197	Mueller Microwave Popcorn Maker (Red)	B0B45HF71W
MU010198	Mueller Microwave Popcorn Maker (Yellow)	B0B459LVTV
MH010055	Mueller Mini-Heart Waffle Maker	B09WJLZWGD
MU010148	Mueller Mixing Bowl Set, 3-Piece (Beige)	B08RMKJH4Q
MU010145	Mueller Mixing Bowl Set, 3-Piece (Gray)	B08RMTMVP1
MU010146	Mueller Mixing Bowl Set, 3-Piece (Mocha)	B08RN2W1K2
MU010147	Mueller Mixing Bowl Set, 3-Piece (Red)	B08RMNWZ1X
MU010071	Mueller Mixing Bowls, 4-Piece Set	B08LG7D358
MU010135	Mueller Non-Contact Thermometer (Gray)	B08QRBF8YD
MU010134	Mueller Non-Contact Thermometer (White)	B08QRHN3T2
MU010340	Mueller Nylon Kitchen Turner (Black)	B0B6GPH9RN
MU010329	Mueller Nylon Kitchen Turner (Gray)	B0B6GQBSFC
MU010174	Mueller Plant and Flower Pot, 2-Piece Set (Peach Pink)	B08ZHLJLBH
MU010173	Mueller Plant and Flower Pot, 2-Piece Set (White)	B08ZH6H4DS
MU010172	Mueller Plant and Flower Pot, 2-Piece Set (Beige)	B08ZHB85JD
MU010171	Mueller Plant and Flower Pot, 2-Piece Set (Mocha)	B08ZHLYN16
MU010226	Mueller Plant and Flower Pot, 4-Piece Set (Beige)	B0959VV49V
MU010228	Mueller Plant and Flower Pot, 4-Piece Set (Gray)	B095BC18XZ
MU010227	Mueller Plant and Flower Pot, 4-Piece Set (Mocha)	B095BLPQGH
MU010178	Mueller Plant and Flower Pot, 5-Piece Set (Beige)	B08ZHRHVDD
MU010176	Mueller Plant and Flower Pot, 5-Piece Set (Dark Gray)	B08ZHJDQZJ
MU010177	Mueller Plant and Flower Pot, 5-Piece Set (Mocha)	B08ZHJWKPF
MU010179	Mueller Plant and Flower Pot, 5-Piece Set (White)	B08ZHT7GCR
MU010168	Mueller Plant and Flower Pot, 6-Piece Set (Beige)	B08ZHF48WV
MU010166	Mueller Plant and Flower Pot, 6-Piece Set (Dark Gray)	B08ZGPV3GB

MU010167	Mueller Plant and Flower Pot, 6-Piece Set (Mocha)	B08ZHL4PF6
MU010165	Mueller Plant and Flower Pot, 6-Piece Set (Multi-Color)	B08ZGZC6B2
MU010169	Mueller Plant and Flower Pot, 6-Piece Set (White)	B08ZHNJQLC
MU010175	Mueller Plant and Flower Pot, 2-Piece Set (Mint Green)	B08ZHV57F9
MU010170	Mueller Plant Flower Pot, 2-Piece Set (Dark Gray)	B08ZHT7ZV8
MU010270	Mueller Plastic Storage Bins (Beige)	B0B8QYLLMV
MU010279	Mueller Plastic Storage Bins (Blush Rose)	B0B8Q161FY
MU010280	Mueller Plastic Storage Bins (Dark Gray)	B0B8QR66G1
MU010255	Mueller Portable Charcoal Grill and Smoker	B09XSCHGNM
MU010130	Mueller Pots and Pans Set 11-Piece	B08PQ4PSS3
MU010125	Mueller Pots and Pans Set, 14-Piece Copper Non-Stick Coating	B08PHW452F
MU010127	Mueller Pots and Pans Set, 16-Piece Healthy Stone Cookware (Gray)	B08PHP9KVG
MU010297	Mueller Pots and Pans Set, 24-Piece (Sapphire)	
MU010214	Mueller Pots and Pans Set, 16-Piece Healthy Stone Cookware Set (Turquoise)	B08TDZMW91
MU010037	Mueller Premium Apple Corer	B07PWJ3FVK
MU010269	Mueller Pro Hair Trimmer	B097Z36JPV
MU010124	Mueller Professional Series Kitchen Sink Faucet	B08PDVCNKT
MU010220	Mueller Quick Brew Coffee & Tea	B0945R9ZXL
MU010295	Mueller Reusbale Swedish Dishcloth (Blue)	B09BBRB6JG
MU010260	Mueller Reusbale Swedish Dishcloth (Multi-Color)	B09BBNJ491
MU010294	Mueller Reusbale Swedish Dishcloth (Orange)	B09BBNY8H7
MU010293	Mueller Reusbale Swedish Dishcloth (Yellow)	B09B8W8XM2
MU010088	Mueller Reversible Serving Tray (Beige)	B08MVCG1P9
MU010089	Mueller Reversible Serving Tray (Gray)	B08MVCWJFG
MU010090	Mueller Reversible Serving Tray (Mocca)	B08MVF2CZ5
MU010040	Mueller Rolling Chopper	B07YF6N3H1
MU010041	Mueller Rolling Chopper - Large	B07YF692Q1
MU010065	Mueller Salad Container (Blue)	B08KSKJ681
MU010063	Mueller Salad Container (Gray)	B08KSMH4SG
MU010062	Mueller Salad Container (Green)	B08KSJKBPV
MU010064	Mueller Salad Container (Pink)	B08KSJRKP4
MU010059	Mueller Salad Spinner	B08GD347VH
MU010299	Mueller Sewing Machine (Gray)	B08TCH41D1
MU010300	Mueller Sewing Machine (White)	B08TCHH8F2
MU010123	Mueller Single Handle Stainless Steel Kitchen Sink Faucet	B08PDX3RYS
MU010163	Mueller Single-Hole Bathroom Sink Faucet With Drain Assembly	B08VC64745
MU010339	Mueller Single-Hole Bathroom Sink Faucet With Drain Assembly (Black)	B09CFMHY9Y
MU010075	Mueller Smart Bidet Toilet	B08LMFJS45
MU010190	Mueller Soft Grip Garden Pruning Shears	B0915F9NGB
MU010052	Mueller Stainless Steel Deba Knife, 6-inch	B08GDHXZXC
MU010303	Mueller Stainless Steel Flatware Set, 20-Piece (Black)	
MU010306	Mueller Step Stool - Small (Dark Gray)	B0B4KVB2BX
MU010307	Mueller Step Stool - Small (Gray)	B0B4LNKK95
MU010308	Mueller Step Stool - Small (Purple)	B0B4KSMQJQ
MU010309	Mueller Step Stool - Small (White)	B0B4KS14HP
MU010143	Mueller SuperGrind Burr Coffee Grinder	B08RLJNBKK
MU010131	Mueller Two-Speed Pull Vegetable Chopper	B08Q39VDX5
MU010363	Mueller Ultra Glide Swivel Peeler	
MU010341	Mueller Ultra Prep Food Processor, 8-Cup (Silver)	B0B3ZW23SZ
MU010069	Mueller UltraBlade Pro Trimmer	B07YYNFSM9
MU010245	Mueller Ultra-Carver Electric Knife (Gray)	B08TTNRD53
MU010244	Mueller Ultra-Carver Electric Knife (White)	B08TT76PBF
MHMU010343	Mueller Ultra-Groom Cordless Clippers Kit	B0BG17BMDR
MU010185	Mueller UltraPrecise Garden Snips With Safety Lock	B08ZWT64LP
MU010310	Mueller Ultra-Prep Food Processor	B08VC1LZ56