

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (the “Agreement”) is entered into by and between Plaintiffs Melissa Fiore, and Barbara Seldin (“Class Plaintiffs”), on behalf of themselves and the Settlement Class Members on the one hand, and Ingenious Designs, LLC (“IDL”) and HSN, Inc. (“HSN”) (collectively “Defendants”), on the other hand.

I. RECITALS

WHEREAS, on December 14, 2018 Class Plaintiffs, along with a former named Plaintiff Cynthia Vasquez (“Plaintiffs”) filed a putative class action complaint against IDL in the United States District Court for the Eastern District of New York, Case No. 1:18-cv-07124-ENV-ST (the “Action”);

WHEREAS, Plaintiffs asserted claims for violation of New York and California consumer protections statutes, as well as a claim for unjust enrichment. Each of the asserted claims alleged product defects and safety concerns with portable clothing steamers sold under the name “Joy Mangano My Little Steamer”;

WHEREAS, IDL filed a motion to dismiss Plaintiffs’ complaint. The motion to dismiss has been fully briefed and remains pending before the Court;

WHEREAS, the Parties have conducted an extensive investigation of the facts and claims alleged in the Action, including, but not limited to interviewing and deposing former employees, interviewing consumers seeking information about the class action and examining their steamers, researching related consumer complaints and interviewing those consumers, reviewing extensive documents and data, retaining experts and conducting expert analysis of multiple steamers, serving and responding to written discovery requests and taking multiple depositions in related litigation including multiple depositions of HSN and IDL’s former upper management to develop information that was critical to negotiation of this Settlement;

WHEREAS, in 2019 the Parties began extensive arm's-length negotiations that were conducted over the period of nearly one year, both through numerous in-person and telephonic conferences between the Parties' counsel, and with the assistance of several mediators. Specifically, following a mediation with one mediator, the Parties retained the services of a second highly qualified mediator with extensive experience in class actions, Rodney Max, Esq. The Parties reached a tentative settlement agreement to provide monetary and injunctive relief to a nationwide class following adversarial and highly contentious, in-person mediation sessions with Mr. Max on multiple days and numerous subsequent telephonic mediation sessions with Mr. Max;

WHEREAS, the tentative settlement agreement entered into between the Parties was contingent upon Defendants reaching an agreement with the United States Consumer Protection Safety Commission ("CPSC") to resolve issues raised in a CPSC investigation regarding alleged safety concerns with the Steamers that was triggered by the class action along with other related litigation;

WHEREAS, Defendants and the CPSC have negotiated a Corrective Action Plan ("CAP) with respect to the Steamers;

WHEREAS, the Parties have agreed to incorporate the economic and non-economic components of the CAP into the terms and conditions of this Agreement;

WHEREAS, in conjunction with this Agreement Plaintiffs will file an Amended Complaint in which one of the original Plaintiffs, Cynthia Vasquez, will no longer be a named plaintiff, and HSN will be added as a defendant in the Action. The Amended Complaint also will seek certification of a nationwide class;

WHEREAS, based on their analysis and evaluation of numerous factors, and recognizing the substantial risks of continued litigation, the Plaintiffs and Class Counsel are satisfied that the

terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of the Plaintiffs and the Class Members; and

WHEREAS, this Agreement is contingent upon approval of class certification for settlement purposes only. Defendants expressly reserve the right to challenge the propriety of class certification for any other purpose should the Court not approve this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties hereto agree to a full and complete settlement of the Action on the following terms and conditions:

II. DEFINITIONS

A. “Action” means *Melissa Fiore, et al. v. Ingenious Designs, LLC*, pending in the United States District Court for the Eastern District of New York, Case No. 1:18-cv-07124-ENV-ST.

B. “Agreement” means this Class Action Settlement Agreement and Release.

C. “CAFA Notice” refers to the notice requirement imposed by 28 U.S.C. § 1715(b).

D. “CAP” refers to the separate but related Corrective Action Plan for CPSC File No. RP190373 – HSN, Inc.

E. “CLAIMS PROCESS” has the meaning set forth in Section VI of this Agreement.

F. “Class Administrator” means Epiq Systems, subject to approval by the Court. The Class Administrator will be responsible for providing the Class Notice as well as services related to administration of the Settlement.

G. “Class Notice” means any type of notice that may be utilized to notify persons in the Settlement Class of the Settlement, including the Mail Notice and any different or additional notice that might be ordered by the Court. A description of the contemplated Class Notice is provided in Section V of this Agreement.

- H. “Class Period” means the period from January 1, 2002 through December 31, 2020.
- I. “Class Plaintiffs” means Melissa Fiore and Barbara Seldin.
- J. “Co-Class Counsel” shall mean all other counsel of record who have appeared on behalf of Plaintiffs.
- K. “Class Counsel” shall refer collectively to Lead Counsel and Co-Class Class Counsel.
- L. “Court” means the United States District Court for the Eastern District of New York.
- M. “Defendants” means Ingenious Designs, LLC and HSN, Inc.
- N. “Defendants’ Counsel” means Daniel M. Blouin, a partner at Winston & Strawn LLP.
- O. “Effective Date” means the first day after the last of the following dates:
 - 1. All Parties, Defendants’ Counsel and Lead Class Counsel have executed this Agreement;
 - 2. The Court has entered, without material change, the Final Approval Order; and
 - 3. The final disposition of any related appeals, and in the case of no appeal or review being filed, expiration of the applicable appellate period.
- P. “Final Approval Hearing” means the hearing during which the Court considers the Parties’ requests to enter the Final Approval.
- Q. “Final Approval Order” means the order and judgment that the Court enters upon finally approving the Settlement, the proposed form of which is attached hereto as Exhibit D.

R. “Judge” means any judge of the United States District Court for the Eastern District of New York, including the Honorable Eric N. Vitaliano.

S. “Lead Class Counsel” means Christa L. Collins, of Collins Law PL, St. Petersburg, Florida.

T. “Long Form Notice” means the detailed notice form that will be posted on the Settlement Website.

U. “Notice Deadline” has the meaning set forth in Section IV of this Agreement.

V. “Notice Plan” has the meaning set forth in Section V of this Agreement.

W. “Opt-Out and Objection Deadline” has the meaning set forth in Section XI of this Agreement. The specific Opt-out and objection deadline will be set by the Court in the Preliminary Approval Order.

X. “Parties” means Plaintiffs and Defendants

Y. “Personal Injury” means damage to a Class Member’s person allegedly caused by the Steamers.

Z. “Preliminary Approval Order” means the order that the Court enters upon preliminarily approving the Settlement, the proposed form of which is attached hereto as Exhibit C. “Released Claims” means all claims to be released as set forth in Section X of this Agreement. “Released Parties” means and refers to Ingenious Designs, LLC and HSN, Inc., along with each and all of their respective past, present, and future direct or indirect subsidiaries, parent companies, agents, affiliates, predecessors in interest and/or ownership, successors in interest and/or ownership, partners, licensees, assignees, insurers, including claims under any and all insurance policies, and estates, and each of the foregoing’s respective past, present, and future officers, directors, attorneys, shareholders, indemnitees, predecessors, successors, trusts, trustees, partners, associates, principals, divisions, employees, insurers, any and all insurance policies, members, agents, representatives, brokers, consultants, heirs, and assigns.

AA. “Releasing Parties” means Class Plaintiffs and Settlement Class Members, on behalf of themselves and their respective spouses, heirs, executors, administrators, representatives, agents, partners, successors, predecessors-in-interest, assigns, any other person or entity claiming through them and, if relevant, any co-signer, co-buyer or co-borrower or guarantors.

BB. “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are set forth in this Agreement and the attached exhibits, which are incorporated by reference herein.

CC. “Settlement Award” means a cash payment or voucher that will be made available to eligible Settlement Class Members pursuant to Section VI of this Agreement.

DD. “Settlement Class” means all individuals who purchased any Joy Mangano brand My Little Steamer from January 1, 2002 through December 31, 2020. Excluded from the Settlement Class are the Judge to whom the Action is assigned and any member of the Court’s staff and immediate family.

EE. “Settlement Class Member” means any person in the Settlement Class who does not validly opt out of or otherwise exclude themselves from the Settlement Class.

FF. “Settlement Termination Date” means the date, if any, that any Party exercises its right to terminate this Agreement under the terms thereof.

GG. “Settlement Website” means the website established by the Class Administrator to aid in the administration of the Settlement.

HH. “Steamers” means all Joy Mangano brand My Little Steamers distributed in commerce in the United States.

II. SETTLEMENT PURPOSES ONLY

A. *General.* This Agreement is made for the sole purpose of settlement of the Action on a class-wide basis. The settlement of the Action is expressly conditioned upon the entry of a Preliminary Approval Order and a Final Approval Order by the Court.

B. *Admissibility.* This Agreement, any negotiations or proceedings related hereto, the implementation hereof, and any papers submitted in support of the motions for approval hereof (collectively, the “Settlement Proceedings”) are not to be construed as or deemed to be evidence of any admission or concession by any of the Parties or any other person regarding liability, damages, or the appropriateness of class treatment, and are not to be offered or received in evidence in any action or proceeding for any purpose whatsoever; provided, however, that this Agreement and the Settlement Proceedings may be presented to the Court in connection with the implementation or enforcement of this Agreement, or as may be necessary or appropriate to further the purposes sought to be achieved by this Agreement.

C. *Denial of Liability.* By entering into this Agreement, it is understood that the Released Parties, including Defendants, do not admit and, to the contrary, expressly deny that they have breached any duty, obligation, or agreement; that they have engaged in any illegal, tortious, or wrongful activity; that they are liable to Releasing Parties, including Class Plaintiffs, any person in the Settlement Class or any other persons; and/or that any damages have been sustained by any Releasing Parties in any way arising out of or relating to the conduct alleged in the Action. Defendants expressly reserve all rights to challenge Releasing Parties’ claims on all factual and procedural grounds, including but not limited to the assertion of any and all defenses.

D. *Class Plaintiffs’ Belief in the Merits of the Case.* Class Plaintiffs believe the claims asserted in the Action have merit and that the evidence developed to date supports those claims. This Settlement will in no event be construed or deemed to be evidence of or an admission or

concession on the part of Class Plaintiffs that there is any infirmity in the claims asserted by them, or that there is any merit whatsoever to any of the contentions and defenses that Defendants have asserted.

E. *Class Plaintiffs Recognize the Benefit of Settlement.* Class Plaintiffs and Class Counsel believe that the terms set forth in this Agreement confer substantial benefits upon the Settlement Class and that it is in the best interests of the Settlement Class to settle as described herein. Class Plaintiffs recognize and acknowledge the expense and amount of time that would be required to continue to pursue the Action against Defendants, as well as the uncertainty, risk and difficulties of proof inherent in prosecuting such claims on behalf of the Settlement Class. Class Plaintiffs have concluded that it is desirable that the Action and any Released Claims be fully and finally settled and released as set forth in this Agreement.

F. Performance of the obligations set forth in this Agreement is subject to all of the following material conditions:

1. Execution of this Agreement by Defendants, Class Plaintiffs, and Lead Class Counsel;
2. Class Plaintiffs filing an Amended Complaint with the Court in which Cynthia Vasquez will no longer be a named Plaintiff, HSN will be added as a defendant, and allegations will be added in support of certification of a nationwide class;
3. The granting of preliminary approval by the Court;
4. Sending Notice, described in Section V below;
5. The granting of final approval by the Court; and
6. Execution and entry of Judgment by the Court.

G. The Parties hereby covenant and agree to cooperate reasonably and in good faith for the purpose of achieving occurrence of the conditions set forth above, including, without limitation, timely filing of all motions, papers and evidence necessary to do so, and refraining from causing or encouraging directly or indirectly any appeal or petition for writ proceedings by third parties seeking review of any Order contemplated by this Agreement.

III. MOTION FOR PRELIMINARY APPROVAL

A. *Preliminary Approval Motion.* As soon as practical after the execution of this Agreement by all Parties, Class Plaintiffs will move the Court for entry of the Preliminary Approval Order in substantially the same form attached as Exhibit C. Pursuant to the motion for preliminary approval, which Defendant will not oppose, Class Plaintiffs will request that;

1. The Court conditionally certify the Settlement Class for settlement purposes only and appoint Lead Class Counsel and Co-Class Counsel;
2. The Court preliminarily approve this Agreement and the Settlement reflected herein as fair, adequate and reasonable to the Settlement Class;
3. The Court approve the form of Class Notice and find that the notice program constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23;
4. The Court direct that notice be provided to the Settlement Class, in accordance with this Agreement, within thirty (30) days following entry of the Preliminary Approval Order (the “Notice Deadline”);
5. The Court establish a procedure for any class members to object to the Settlement or exclude themselves from the Settlement Class in accordance with this Agreement;

6. The Court set a deadline sixty (60) days after the Notice Deadline, after which no one will be permitted to object to the Settlement or exclude himself or herself or seek to intervene (the “Opt-Out and Objection Deadline”);

7. The Court, pending determination of whether the Settlement should be finally approved, bar and enjoin all persons in the Settlement Class, individually, and on a representative basis or other capacity, from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims unless they timely opt-out;

8. The Court, pending final determination of whether the Settlement should be approved, stay all proceedings except those related to effectuating the Settlement; and

9. The Court schedule a hearing to consider Final Approval of the Settlement, which shall be scheduled no earlier than thirty (30) days after the Opt-Out and Objection Deadline.

B. Stay/Bar of Proceedings. All proceedings between the Parties in the Action will be stayed following entry of the Preliminary Approval Order, except as may be necessary to comply with the Settlement or to implement the Settlement. Pending determination of whether the Settlement should be granted Final Approval, the Parties agree not to pursue any claims or defenses otherwise available to them in the Action, and no person in the Settlement Class or person acting or purporting to act directly or derivatively on behalf of a person may commence or prosecute against any of the Released Parties any action or proceeding asserting any of the Released Claims. The Preliminary Approval Order will contain an injunction enjoining the prosecution of the Released Claims by any person unless such person is not a Settlement Class Member or until after such person is validly excluded from the Settlement Class.

IV. CLASS ADMINISTRATION AND NOTICE

A. *Class Administrator.* At the Preliminary Approval hearing the Parties will propose that the Court appoint Epiq Systems as the Class Administrator. The Class Administrator will facilitate the administration of the Settlement, including but not limited to dissemination of the Notice Plan as discussed in Section V and the Claims Process as discussed in Section VI.

B. *Class Notice.* Counsel for the Parties, along with the Class Administrator and the CPSC, have developed an appropriate and reasonable Notice Plan to reach members of the Settlement Class. The Parties acknowledge and expressly agree that the Notice Plan constitutes due and sufficient notice under Federal Rule of Civil Procedure 23. The Parties will recommend to the Court this Notice Plan, which will be administered by an experienced and highly qualified class administrator, and which will employ multiple methods for circulating information about the Settlement to members of the Settlement Class. Subject to the Court approving the Notice Plan, the Class Administrator shall do the following:

1. *Settlement Website:* A Class Settlement website will be established that contains the Preliminary Approval Order, the Settlement Agreement and other relevant information regarding the Court approval process. These documents will be available on the Settlement Website beginning fourteen (14) days following the entry of the Preliminary Approval Order.

2. *Toll free number:* Defendants shall establish a toll-free telephone number through which Class Members will be able to obtain information regarding this Settlement, including information about the refund or voucher described below, as well as information regarding the Court approval process.

3. *Short-form notice:* The Class Administrator will provide individual notice via short-form in substantially the same form attached as Exhibit A. Such notice shall be provided

directly to Class Members for whom Defendants have contact information, either by email if an email address is available, or if not, by U.S. mail. The Class Administrator will perform skip tracing for all returned mail. The short-form notice will direct recipients to the Settlement Website for additional information.

4. *Long-form notice:* The Class Administrator will provide a detailed notice via long-form in substantially the same form attached as Exhibit B. Such notice shall be posted on the Settlement Website.

5. *Media:* Defendants and the CPSC will publicize the terms of the CAP, including the economic and non-economic relief being made available simultaneously through this Agreement and the CAP, through a mutually agreed upon news release.

6. *HSN's website:* Defendants shall post the news release referenced above on the HSN website (www.hsn.com) via a prominent link titled "Product Recalls," "Recall Information," or "Important Safety Information" on the website's main landing page or homepage, and shall remain visible to Class Members on HSN's "Recall Information" webpage under the header "Recent Recalls" for a period of not less than 365 days from the date of announcement of the CPSC recall announcement; thereafter, Defendants may move the link to the news release to the cumulative list of older recall links on the "Recall Information" webpage. The HSN website posting will direct Class Members to the Settlement Website where they can obtain additional information regarding the Settlement, including important deadlines and how to file claims, among other matters.

7. *Social Media:* Defendants will publicize the Settlement through company Facebook and Twitter accounts by posting information about the recall and class settlement thereto within two business days of the CPSC recall announcement. Such postings will direct Settlement Class Members to the Settlement Website where they can obtain additional information regarding

the Settlement, including important deadlines and how to file claims, among other matters, with such postings occurring:

- a. Facebook - once every seven calendar days for two weeks; and
- b. Twitter - two posts on the first day, with one additional post every seven calendar days for two weeks.

8. *Retailer displays*: Defendants will provide in-store notification/recall posters of the CAP to all retail stores and known secondhand retail stores to whom Defendants sold the Steamers, and Defendants shall request that such retailers prominently communicate/display the notifications/posters through electronic communication devices, at the store entrance, in the area where the product was originally displayed for sale, or at checkout counters for a period of at least 120 days. These retailer displays will direct Settlement Class Members to the Settlement Website where they can obtain additional information regarding the Settlement, including important deadlines and how to file claims, among other matters.

C. *CAFA Notice*. Defendants will be responsible for serving the CAFA notice required by 28 U.S.C. § 1715 to the Attorney General of the United States and the appropriate state officials within ten (10) days of the filing of the Preliminary Approval Motion.

D. *Costs*. Defendants shall be responsible for the costs of the Notice Plan and CAFA notice.

V. ECONOMIC RELIEF

The Class Notice will inform members of the Settlement Class of the available relief under this Settlement Agreement. In addition, the Class Notice will direct members of the Settlement Class to the Class Settlement Website. Settlement Class Members shall have 120 days following the Effective Date to submit claims for economic relief. Only Class Members who submit valid

claims shall be entitled to the economic relief set forth in this Agreement. The Class Administrator shall be responsible for implementing a system pursuant to which payments are made to Settlement Class Members as follows:

A. For all Steamers purchased new from January 2018 through December 2020, Settlement Class Members who submit a valid claim will receive a full cash refund of the purchase price for each unit with proof of purchase and proof of ownership and destruction.

B. For My Little Steamer Go Mini model steamers purchased new from January 2015 through December 2017, Settlement Class Members who submit a valid claim will receive an \$8.00 cash refund for each unit with proof of purchase and proof of ownership and destruction.

C. For My Little Steamer Deluxe model steamers purchased new from January 2015 through December 2017, Settlement Class Members who submit a valid claim will receive a \$12.00 cash refund for each unit with proof of purchase and proof of ownership and destruction.

D. For all Steamers purchased new prior to January 2015 or for Steamers where Settlement Class Members' lack proof of purchase, Settlement Class Members who submit a valid claim will receive an \$8.00 HSN voucher for each unit with proof of ownership and destruction.

E. Proof of purchase may be established by providing the Claims Administrator a valid receipt or by HSN matching the Settlement Class Member's purchase record with HSN's sales database. To facilitate this process, HSN will provide the Claims Administrator with a list of individuals who purchased a Steamer from HSN, to the extent such business records remain available.

F. Proof of ownership and destruction may be established by providing the Claims Administrator a photo of the Steamer with the body defaced (with permanent and prominent marking) and the electrical cord severed.

G. Settlement Class Members will be instructed to dispose of the Steamer in their

household trash after a photograph of the body of the Steamer and the severed electrical cord is sent to the Claims Administrator and the Settlement Class Member receives the remedy to which they are entitled under this Agreement.

H. To help prevent fraud or abuse, for any Settlement Class Member who seeks a refund or voucher for more than 10 units of the Steamer, Defendants reserve the right to require proof of the price that the person paid for the Steamer through a valid receipt of sale in an arms-length transaction. Upon providing such a receipt and proof of ownership and destruction of the Steamers, such Settlement Class Members will receive the corresponding remedy provided in Section VI A-D of this Agreement, if applicable; provided, however, that the amount of any lesser of (1) the amounts specified in those sections, and (2) the amount such person paid for the units per the above-referenced receipt. Defendants are not required to provide a voucher per Section VI D (or a refund) for returns of more than 10 units absent a receipt.

I. The economic relief set forth in this Agreement is the same as the economic relief set forth in the separate but related CAP. Settlement Class Members shall only be entitled to recover once for each Steamer unit. Specifically, a Settlement Class Member is not entitled to the economic relief addressed above if she or he has sought economic relief in connection with the CPSC Corrective Action Plan.

VI. NON-ECONOMIC RELIEF

As part of this Agreement and subject to its terms and Conditions, Defendants have ceased all manufacture, importation, distribution, and sale of the Steamers to/in the United States. On June 7, 2019, Defendants provided a notice to all distributors and retailers to whom Defendants sold the Steamers to stop sale of the Steamers. Defendants shall notify all such distributors and retailers of the Steamers to take immediate steps to quarantine, segregate, and conspicuously identify as recalled all Steamers. Defendants shall further instruct each such distributor and retailer of the

Steamers to return to HSN all units of the Steamers in the possession of the distributor/retailer or destroy the units by rendering them unusable.

VII. INCENTIVE AWARD TO CLASS PLAINTIFFS

Class Plaintiffs will make application to the Court for an Incentive Award in the amount of \$5,000 each for the time and effort they have invested in this Action, and for the benefits their efforts have provided to the Settlement Class. The Incentive Award, subject to Court approval and subject to the limitations set forth herein, shall be paid within ten (10) business days of the Effective Date, provided that Defendants have received from Class Plaintiffs completed W-9 forms.

VIII. ATTORNEYS' FEES, COSTS AND OTHER EXPENSES

The amount of attorneys' fees, costs and expenses for Class Counsel was not negotiated by Plaintiffs' counsel and Defendants' counsel until after agreement was reached between the parties on the material terms of relief to the Class. Class Counsel will make an application to the Court for an award of attorneys' fees and costs in this matter not to exceed \$975,000. IDL and HSN will not oppose or object to Class Counsels' request in this regard, and subject to Court approval, agree to pay the amount awarded by the Court, up to \$975,000. The amount of attorneys' fees, costs and expenses requested by Class Counsel shall be disclosed in the Notice to Class Members, and accordingly, the determination of attorneys' fees, costs and expenses shall be submitted to the Court by Motion of Class Counsel for Approval of Attorneys' Fees, Costs and Expenses for determination at the time of the Final Approval Hearing. The amount awarded by the Court shall be paid to Lead Class Counsel within ten (10) business days of the Effective Date, provided that Defendants have received from Lead Class Counsel a W-9 form. Lead Class Counsel, in her sole discretion, shall allocate and distribute the Attorneys' Fees, Costs and Expenses among other Class Counsel.

The payment of attorneys' fees, costs, expenses, and Incentive Awards to the Class Plaintiffs are subject to and dependent upon the Court's approval of the Parties Settlement Agreement as fair, reasonable, adequate and in the best interest of the Settlement Class Members. However, the Settlement is not dependent upon the Court approving Class Counsel's and / or Class Plaintiffs' request for such payments or awarding the particular amounts sought by Class counsel or Class Plaintiffs. In the event the Court declines Class Counsels' and / or Class Plaintiffs' requests, or awards less than the amount sought, this Settlement will continue to be effective and enforceable by the Parties.

IX. RELEASE

A. As of the Effective Date, Class Plaintiffs, and the Settlement Class Members, provide the following releases:

B. With the exception of any claims for personal injuries allegedly caused by use of the Steamers, Class Plaintiffs and each and all Settlement Class Members, will be deemed to have fully released and forever discharged Defendants and the Released Parties from any and all claims, causes of action, and suits of any nature whatsoever, whether based on any federal or state law, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, which arise out of Settlement Class Members' purchase or use of a Steamer (collectively, the "Released Claims").

C. Waiver of Unknown Claims. Without limiting the foregoing, the Released Claims specifically extend to claims that Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement, and the Releases contained therein, becomes effective. This Section constitutes a waiver of such claims, without limitation as to any other applicable law, including Section 1542 of the California Civil Code, which provides:

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

D. Class Plaintiffs and the Settlement Class Members understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, Class Plaintiffs and the Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

E. Covenant Not to Sue. Class Plaintiffs and Settlement Class Members agree and covenant, and each Settlement Class Member will be deemed to have agreed and covenanted, not to sue any Released Party with respect to any of the Released Claims, or otherwise assist others in doing so, and agree to be forever barred from doing so, in any court of law, equity, or any other forum.

X. OPT-OUTS AND OBJECTIONS

A. Right to Opt-Out of the Settlement. Persons in the Settlement Class may request exclusion from the Settlement by sending a written request to the Class Administrator at the address designated in the Class Notice no later than the Opt-Out and Objection Deadline. Exclusion requests must: (i) be signed by the person in the Settlement Class who is requesting exclusion; (ii)

include the full name and address of the person in the Settlement Class requesting exclusion, and the telephone number at which Defendant called the person; and (iii) include the following statement: “I/we request to be excluded from the settlement in the *Fiore v. IDL* lawsuit.” No request for exclusion will be valid unless all the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class.

B. Retention of Exclusions. The Class Administrator will retain a copy of all requests for exclusion and will, upon written request, provide copies of any such requests to counsel for the Parties. Class Counsel will keep any such opt-out information confidential and use it only for purposes of determining whether a person in the Settlement Class has properly opted out.

C. Right to Object.

Any Settlement Class Member may appear at the Final Approval Hearing to object to the proposed Settlement, but only if the Settlement Class Member has first filed a written objection with the Clerk of Court, in accordance with the requirements set forth below, by the Opt-Out and Objection Deadline. Any Settlement Class Member who does not provide a written objection in the manner described in this Section will have waived any objection and be forever foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement or the award of any attorneys’ fees, costs, and expenses, and/or incentive award. Further, any Settlement Class Member who intends to appear at the Final Approval Hearing must file and serve on all parties a Notice of Intention to Appear with the Court.

1. Objection Requirements. To be heard at the Final Approval Hearing, the Settlement Class Member must make any objection in writing and file it with the Court by the Opt-Out and Objection Deadline. The objection must also be mailed to each of the following,

postmarked not later than the last day to file the objection: (i) Lead Class Counsel – Christa Lianne Collins, Collins Law PL, 433 Central Ave., 4th Floor, St. Petersburg, FL 33701 and (ii) Defendants’ Counsel – Daniel Blouin, Winston & Strawn LLP, 35 West Wacker Drive, Chicago, IL 60601. An objection must:

- a. Attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Settlement Class Member, including providing his or her full name, address, and whether he or she intends to appear at the fairness hearing on his or her own behalf or through counsel;
- b. Include a statement of such Settlement Class Member’s specific objection(s);
- c. State the grounds for objection and attach any documents supporting the objection; and
- d. Contain a heading which includes the name of the case and the case number.

Any Settlement Class Member who objects may, but does not need to, appear at the Final Approval Hearing, either in person or through an attorney hired at the Settlement Class Member’s own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement. Unrepresented Settlement Class Members intending to make an appearance at the fairness hearing must serve on Lead Class Counsel and Defendants’ Counsel by email and first-class mail at the addresses identified in paragraph 1 of this subsection and file with the Court no later than 20 days before the Final Approval Hearing or as the Court otherwise may direct, a notice of their intention to appear at the hearing,

If a Settlement Class Member hires an attorney to represent him or her, the attorney must (i) file a notice of appearance with the Court no later than twenty (20) days prior to the Final

Approval Hearing, or as the Court may otherwise direct; and (ii) include with the notice of appearance a statement identifying all other class action cases in which the attorney has appeared either as counsel on behalf of an objecting class member or as lead counsel on behalf of a class, including the case style, case number, and court, (iii) include with the notice of appearance, a statement detailing the ultimate disposition of any objection filed by the attorney in any class action case and describe whether the objection was resolved for a payment of fees with no alteration to the underlying class action settlement agreement or, in the event the objection was resolved with an enhancement to the underlying class action settlement agreement, describe those enhancements and how the class action settlement was modified and (iv) serve a copy of the notice and statements on Class Counsel and Defendant's Counsel, by email and first-class mail, no later than (20) days prior to the Final Approval Hearing.

Any Settlement Class Member who fails to comply with the provisions of Section XI A or Section XI C will waive and forfeit any and all rights to appear separately and/or to object, and will be bound by all the terms of this Settlement, and by all proceedings, orders, and judgments in the litigation.

Any Settlement Class Member who submits both an exclusion and an objection will be deemed to have excluded himself or herself from this case and will not be bound by the Settlement Agreement.

XI. ENTRY OF FINAL JUDGMENT AND ORDER

Following completion of the Class Notice process and within thirty (30) days following expiration of the Opt-Out and Objection Period, the Parties will request that the Court enter the Final Approval Order in substantially the same form attached as Exhibit D. The Final Approval Order shall specifically include provisions that:

- A. Finally approve the Settlement as fair, reasonable and adequate;

B. Find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23;

C. Find that the Settlement Class Members have been adequately represented by Class Plaintiffs and Class Counsel;

D. Approve the economic and non-economic relief plan set forth in this Agreement;

E. Certify the Settlement Class;

F. Confirm that Class Plaintiffs and the Settlement Class Members have released all Released Claims that are contemplated under this Agreement and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims that are contemplated under this Agreement against the Released Parties;

G. Dismiss on the merits and with prejudice all claims of the Settlement Class Members asserted against Defendants, as well as the Action, without costs to any party, except as provided in this Agreement; and

H. Retain jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Settlement.

The Judgment entered after the Final Approval Hearing shall be deemed final:

I. Thirty (30) days after entry of the Final Judgment approving the Settlement if no document is filed within the time seeking appeal, review or rehearing of the judgment; or

J. If any such document is filed, then five (5) days after the date upon which all appellate and/or other proceedings resulting from such document have been finally terminated in such a manner as to permit the judgment to take effect in substantially the form described in Section

XII.

XII. TERMINATION OF AGREEMENT

A. Class Plaintiffs and Defendants have the right to unilaterally terminate this Agreement by providing written notice of their election to do so (“Termination Notice”) to all other Parties within ten (10) calendar days of any of the following occurrences:

1. The Court rejects or declines to preliminarily or finally approve the Agreement;
2. An appellate court reverses the Final Approval Order, and the Agreement is not reinstated without material change by the Court on remand;
3. The Effective Date does not occur; or
4. In the event that the number of persons in the Settlement Class who validly and timely submit opt-out requests exceeds 100.

B. If either Class Plaintiffs or Defendants terminate this Agreement as provided herein, the Agreement will be of no force and effect and the Parties’ rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement will be vacated. However, any payments made to the Class Administrator for services rendered to the date of termination will not be refunded to Defendants.

XIII. MISCELLANEOUS PROVISIONS

A. *Jurisdiction.* The Parties agree that the Court has, and will continue to have, jurisdiction to make any orders as may be appropriate to effectuate, consummate, and enforce the terms of this Agreement, to approve awards of attorneys’ fees, costs, and expenses pursuant thereto, and to supervise the administration of and the distribution of money funded pursuant to this Agreement.

B. *Dismissal.* Upon entry of the Final Approval Order, the Action will be dismissed with prejudice as to the Class Plaintiff and Settlement Class Members.

C. *No Admission Under Federal Rule of Evidence 408.* Pursuant to Federal Rules of Evidence 408 and any similar provisions under the laws of other states, neither this Agreement nor any related documents filed or created in connection with this Agreement shall be admissible in evidence in any proceeding, except as may be necessary to approve, interpret or enforce this Agreement.

D. *Public Statements.* This Agreement will be a public document filed with the Court. Notwithstanding, neither Class Plaintiffs, Defendants, nor their respective counsel will make any public statements regarding the Settlement prior to the filing of Plaintiffs' Motion for Preliminary Approval, except as necessary to the Class Administrator. In addition, after the filing of Plaintiffs' Motion for Preliminary Approval, neither Class Plaintiffs, Defendants, nor their respective counsel will make any public statements regarding the Settlement that include any facts not otherwise part of the public record and Court filings.

E. *Governing Law.* The laws of the State of New York govern this Agreement.

F. *Evidentiary Preclusion.* In order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, the Released Parties may file the Agreement and/or the judgment in any action or proceeding that may be brought against them.

G. *No Construction Against Drafter.* This Agreement was drafted jointly by the Parties and in construing and interpreting this Agreement, no provision of the Agreement shall be construed or interpreted against any Party based upon the contention that this Agreement or a portion of it was purportedly drafted or prepared by that Party.

H. *Entire Agreement.* This Agreement and exhibits hereto constitute the entire agreement between the Parties and supersede all prior understandings, agreements, or writings

regarding the subject matter of this Agreement. No representations, warranties or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Agreement. This Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives and approved by the Court. The provisions of the Agreement may be waived only in a writing executed by the waiving party. The waiver by one party of any breach of this Agreement by any other party shall not be deemed a waiver, by that party or by any other party, of any other prior or subsequent breach of this Agreement.

I. *Authority.* Each person executing this Agreement on behalf of any of the Parties hereto represents that such person has the authority to execute this Agreement.

J. *No Assignment.* No party to this Agreement has heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, or cause or causes of action disposed of by this Agreement.

K. *Receipt of Advice of Counsel.* Class Plaintiffs and Defendants acknowledge, agree and specifically warrant that they or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases. Each Party to this Agreement warrants that they or it is acting upon their or its independent judgment and upon the advice of their or its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party, other than the warranties and representations expressly made in this Agreement.

L. *Agreement Binding on Successors in Interest.* This Agreement is binding on and shall inure to the benefit of the respective heirs, successors and assigns of the Parties.

M. *Execution in Counterparts.* The Parties may execute this Agreement in any number of counterparts, each of which shall be deemed an original, but all of which together constitutes one and the same instrument.

N. *Notices.* Unless stated otherwise herein, any notice required or provided for under this Agreement shall be in writing and may be sent by electronic mail, fax, regular mail or FedEx, postage prepaid, as follows:

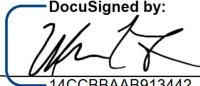
<u>As to Class Plaintiffs and Settlement Class:</u>	<u>As to Defendants:</u>
Christa Lianne Collins Collins Law PL 433 Central Ave, 4 th Floor St. Petersburg, FL 33701	Daniel Blouin Winston & Strawn LLP 35 West Wacker Drive Chicago, Illinois 60601

O. *Time Periods.* The time periods and dates described herein are subject to Court approval and may be modified upon order of the Court or written stipulation of the Parties.

P. *Resolution of Disputes.* The Parties will cooperate in good faith in the administration of this Settlement. Any unresolved dispute regarding the administration of this Agreement shall be decided by the Court, or by a mediator upon agreement of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this Agreement to be executed:

DocuSigned by:

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Melissa Fiore

Dated: ^{4/30/2021} April ____, 2021

Barbara Seldin

Dated: April ____, 2021

Christa Lianne Collins
Collins Law PL
433 Central Ave, 4th Floor
St. Petersburg, FL 33701
Lead Plaintiff's Counsel and
Proposed Lead Class Counsel

Dated: April ____, 2021

IDL, LLC

Dated: April ____, 2021

HSN, Inc.

Dated: April ____, 2021

Daniel Blouin
Winston & Strawn LLP
35 West Wacker Drive
Chicago, Illinois 60601

Counsel for Defendants

Dated: April ____, 2021

IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this Agreement to be executed:

Melissa Fiore

Dated: April____, 2021

DocuSigned by:
Barbara Seldin

4/29/2021

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Barbara Seldin

Dated: April____, 2021

Christa Lianne Collins
Collins Law PL
433 Central Ave, 4th Floor
St. Petersburg, FL 33701
Lead Plaintiff's Counsel and
Proposed Lead Class Counsel

Dated: April____, 2021

IDL, LLC

Dated: April____, 2021

HSN, Inc.

Dated: April____, 2021

Daniel Blouin
Winston & Strawn LLP
35 West Wacker Drive
Chicago, Illinois 60601

Dated: April____, 2021

Counsel for Defendants


IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this Agreement to be executed:

Melissa Fiore

Dated: April____, 2021

Barbara Seldin

Dated: April____, 2021



AC5040B28E78481...
Christa Lianne Collins
Collins Law PL
433 Central Ave, 4th Floor
St. Petersburg, FL 33701
Lead Plaintiff's Counsel and
Proposed Lead Class Counsel

Dated: April^{4/29/2021}____, 2021

IDL, LLC

Dated: April____, 2021

HSN, Inc.

Dated: April____, 2021

Daniel Blouin
Winston & Strawn LLP
35 West Wacker Drive
Chicago, Illinois 60601

Counsel for Defendants

Dated: April____, 2021

IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this Agreement to be executed:

Melissa Fiore

Dated: May____, 2021

Barbara Seldin

Dated: May____, 2021

Christa Lianne Collins
Collins Law PL
433 Central Ave, 4th Floor
St. Petersburg, FL 33701
Lead Plaintiff's Counsel and
Proposed Lead Class Counsel

Dated: May____, 2021

Shauna Burkes

IDL, LLC
Shauna Burkes – Asst. Secretary

Dated: May 3, 2021

Shauna Burkes

HSN, Inc.
Shauna Burkes
VP, Labor, Employment & Litigation

Dated: May 3, 2021

Daniel Blouin
Winston & Strawn LLP
35 West Wacker Drive
Chicago, Illinois 60601

Counsel for Defendants

Dated: May__, 2021