

**If you purchased a HexClad product,  
you *may* be entitled to a payment from a class action settlement.**

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

- A settlement has been proposed in a class action lawsuit against One Source to Market, LLC d/b/a Hexclad Cookware, Inc. (“HexClad”), which alleged HexClad falsely advertised, labeled, and marketed the non-stick coating of certain of its products, including, but not limited to, claims that the products were “non-toxic,” “PFAS Free,” “PFOA Free,” or otherwise free from certain chemicals. HexClad has denied any and all allegations of wrongdoing, fault, liability, or damage of any kind.
- If you purchased one or more of the Eligible Products as defined in Question 5 between February 1, 2022 and March 31, 2024, you are included in this Settlement as a “Settlement Class Member.”
- The Settlement provides Settlement Class Members with a cash payment. In addition, Defendant agrees to stop using certain marketing and advertising statements.
- Your legal rights are affected regardless of whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM FORM</b>	This is the only way you can get a cash payment from this Settlement.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	Do not get a settlement payment. This is the only option that allows you to be part of any other lawsuit against HexClad for the legal claims made in this case and released by the Settlement.
<b>OBJECT TO THE SETTLEMENT</b>	Write to the Court with reasons why you do not agree with the Settlement.
<b>GO TO THE FINAL FAIRNESS HEARING</b>	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing.
<b>DO NOTHING</b>	You will not get a benefit from this Settlement and you will give up certain legal rights.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If the Court denies final approval, the Settlement will be null and void and the litigation will continue with HexClad.
- The Settlement Administrator or Claims Administrator in this case is Cliburn v. One Source to Market, LLC d/b/a HexClad Cookware Settlement Administrator. You can contact the Settlement Administrator via mail at P.O. Box 301172, Los Angeles, CA 90030-1172, telephone at 1-866-507-0323, email at [admin@HexCladSettlement.com](mailto:admin@HexCladSettlement.com) or by visiting the Settlement Website at [www.HexCladSettlement.com](http://www.HexCladSettlement.com).

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## **BASIC INFORMATION**

### **1. Why is this Notice being provided?**

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in a class action lawsuit and about all of your options before the Court decides whether to grant final approval to the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the benefits that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the Superior Court of the State of California for the County of Los Angeles. The case is known as *Cliburn v. One Source to Market, LLC d/b/a Hexclad Cookware, Inc.*, No. 23STCV28390 (L.A. Super. Ct.) (the “Action”). The people who filed the lawsuit are called Plaintiffs and the company they sued, One Source to Market, LLC d/b/a Hexclad Cookware, Inc., is called the Defendant.

### **2. What are these lawsuits about?**

Plaintiffs claim HexClad falsely advertised, labeled, and marketed the non-stick coating of certain products, including, but not limited to, claims that the products were “non-toxic,” “metal utensil safe,” “PFAS Free,” “PFOA Free,” or otherwise free from certain chemicals.

Defendant has denied and continues to deny any and all allegations of wrongdoing, fault, liability, or damage of any kind.

### **3. What is a class action?**

In a class action, one or more people called Class Representatives (in this case, Khushbu Didwania, Pratikkumar Patel, Benjamin Adams, Mandy Cliburn, Matthew Cliburn, Randi Gurka, Dana Swoyer, and Lori Cimonetti) sue on behalf of people who have similar claims. If the Court “certifies” a class, including for purposes of a settlement, the Class Representatives are allowed to pursue their cases along with those who have similar claims, and all these people are called a Class. If there is a “class,” the Court overseeing the litigation and this proposed Settlement will resolve the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

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

The Court did not decide in favor of the Plaintiffs or HexClad. Instead, the parties negotiated a settlement that allows them to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to be compensated without further delay. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members.

## **WHO IS INCLUDED IN THE SETTLEMENT?**

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

You are part of this Settlement as a Settlement Class Member if you purchased one or more of the Eligible Products listed below between February 1, 2022 and March 31, 2024.

The Eligible Products include:

- a. 1 QT Hybrid Pot Lid;
- b. Hybrid Fry Pan 7”;
- c. 8” HexClad Hybrid Pan;
- d. 10” HexClad Hybrid Pan;
- e. 10” Hybrid Wok;
- f. 12” HexClad Hybrid Pan;
- g. 12” Hybrid Wok;
- h. 14” HexClad Hybrid Pan with Lid;
- i. 14” Hybrid Wok with Lid;
- j. Hybrid Griddle Pan 12”;
- k. Hybrid Griddle Pan 13”;
- l. 5 QT Saucepan;
- m. HexClad Hybrid 1 QT Pot With Lid;
- n. HexClad Hybrid 10 QT Stock Pot With Lid;
- o. HexClad Hybrid 2 QT Pot With Lid;
- p. HexClad Hybrid 3 QT Pot With Lid;

- q. HexClad Hybrid 8 QT Pot With Lid;
- r. HexClad Hybrid 10 QT Stock Pot With Lid;
- s. Hybrid Deep Sauté Pan with Lid 5.5QT;
- t. Hybrid Deep Sauté Pan/Chicken Fryer with Lid 7QT; or
- u. Any sets in which any of the HexClad Hybrid pans are included, such as:
  - i. the Hybrid Perfect Pots & Pans Set (12 PC);
  - ii. 13 PC HexClad Hybrid Cookware Set;
  - iii. 6 PC HexClad Hybrid Cookware Set;
  - iv. 20 PC HexClad All-In Bundle;
  - v. Complete Kitchen Bundle;
  - vi. HexClad Ultimate Everything Collection;
  - vii. Essentials Bundle;
  - viii. Level-Up Bundle; Starter Bundle;
  - ix. Family Pasta Bundle; or,
- v. any such variations of any sets that included the pans sold with or without a lid.

#### **6. Are there exceptions to being included in the Settlement?**

Yes. Excluded from the Settlement Class are: (a) all persons who are employees, directors, officers, and agents of Defendant or its subsidiaries and affiliated companies; (b) persons and entities that timely and properly exclude themselves from the Class; and (c) the Court, the Court's immediate family, and Court staff.

#### **7. I am still not sure if I am included.**

If you are still not sure whether you are included, you can send an email to [admin@HexCladSettlement.com](mailto:admin@HexCladSettlement.com), call 1-866-507-0323, or visit [www.HexCladSettlement.com](http://www.HexCladSettlement.com) for more information.

### **THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY**

#### **8. What does the Settlement provide?**

The Settlement provides Settlement Class Members with cash payments.

Defendant has agreed to pay a total of \$2,500,000 into a Settlement Fund. The Settlement Fund will be used to pay Settlement Class Members who submit a valid Claim Form. Claims will be paid on a pro rata basis to Settlement Class Members who submit a valid Claim Form. The value of the claims will be calculated pro rata based upon the total number of claims made and the amount each of the claimants paid for Eligible Products that are attributable to pots and pans. Additionally, the claims process will consider the actual price claimants paid at the time of purchase (i.e., sale or discounted prices). The Settlement Fund will also be used to pay for notice and settlement administration (pending Court approval and estimated to be \$312,000), Court-approved attorneys' fees and expenses (pending Court approval and estimated to be 33 and 1/3 percent of the Settlement Fund for fees and approximately \$51,340 for expenses), and Class Representative service awards (pending Court approval and estimated to be approximately \$2,500 per Class Representative).

In addition, Defendant will stop advertising any product containing PTFE or any chemical in the PFAS family as "PFAS free" or "PFOA free" or as "non-toxic."

### **HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM**

#### **9. How do I get a cash payment?**

To qualify for a cash payment, you must complete and submit a Claim Form by **November 14, 2025**. Claim Forms are available and may be filed online at [www.HexCladSettlement.com](http://www.HexCladSettlement.com). Claim Forms are also available by sending an email to [admin@HexCladSettlement.com](mailto:admin@HexCladSettlement.com), calling 1-866-507-0323, or by writing to: *Cliburn v. One Source to Market, LLC d/b/a Hexclad Cookware* Settlement Administrator, P.O. Box 301172, Los Angeles, CA 90030-1172.

#### **10. When will I get my cash payment?**

The Court will hold a Final Fairness Hearing at 10:00 a.m. on September 15, 2025, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time, perhaps more than a year.

### 11. What am I giving up to get a cash payment or stay in the Settlement?

Unless you exclude yourself from the Settlement, you will release certain legal claims as they relate to the Settlement. This means that you will no longer be able to sue, continue to sue, or be part of any other lawsuit against: (a) Defendant, and each of its past, present, and future employees, assigns, attorneys, agents, advertising agencies, consultants, officers, and directors; (b) all of Defendant's past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, and successors, and each of their respective employees, assigns, attorneys, agents, resellers, officers, and directors; and (c) all persons, entities, or corporations involved in any way in the development, creation, sale, advertising, labeling, and/or marketing of the Eligible Products (the "Released Parties") about the claims made in this Action and released by the Settlement Agreement. You will be legally bound by all of the Court's orders, as well as the "Released Claims," below.

### 12. What are the Released Claims?

"Released Claims" means and includes any and all claims, demands, rights, damages, obligations, suits, debts, liens, and causes of action under common law or statutory law (federal, state, or local) of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims as of June 6, 2025 by all of the Plaintiffs and all Settlement Class Members (and Plaintiffs' and Settlement Class Members' respective heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns) that: were asserted or that could have been reasonably asserted in the Action against the Released Parties, or any of them, and that arise out of or are related in any way to any or all of the acts, omissions, facts, matters, transactions, or occurrences that were or could have been directly or indirectly alleged or asserted in the Action including, but not limited to, alleged violations of state consumer protection, unfair competition, and/or false or deceptive advertising statutes; breach of express or implied warranty (including, but not limited to, claims arising under state law and/or the Magnuson-Moss Warranty Act); unjust enrichment, restitution, declaratory or injunctive relief, and other equitable claims or claims sounding in contract and tort; and relate in any way to the advertising, labeling, or marketing of the Eligible Products through any medium (e.g., on-label, internet, or otherwise). More information about the Release Claims can be found in the Settlement Agreement, available at [www.HexCladSettlement.com](http://www.HexCladSettlement.com).

### EXCLUDING YOURSELF FROM THE SETTLEMENT

### 13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter to the Settlement Administrator by mail postmarked no later than **August 5, 2025**. Your letter must include:

- 1) your full name and current address;
- 2) a clear statement that you elect to be excluded from the Settlement in *Cliburn v. One Source to Market, LLC d/b/a Hexclad Cookware, Inc.*, No. 23STCV28390 (L.A. Super. Ct.);  
and
- 3) your personal signature.

Mail your exclusion request, postmarked no later than **August 5, 2025**, to:

*Cliburn v. One Source to Market, LLC d/b/a Hexclad Cookware* Settlement Administrator  
P.O. Box 301172  
Los Angeles, CA 90030-1172

### 14. If I exclude myself, can I still get a cash payment from the Settlement?

No. If you exclude yourself from the Settlement, do not send in a Claim Form to ask for a cash payment because you will no longer be eligible for one.

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

No. If you stay in the Settlement (*i.e.*, do nothing or do not exclude yourself from the Settlement), you give up any right to separately sue HexClad for the claims released by the Settlement Agreement.

### THE LAWYERS REPRESENTING YOU

### 16. Do I have a lawyer in this case?

Yes. The Court appointed Brian C. Gudmundson of Zimmerman Reed LLP, Christopher D. Jennings of Jennings PLLC, and David S. Almeida of Almeida Law Group to represent you and other Settlement Class Members. These lawyers are called Class Counsel. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 17. How will Class Counsel be paid?

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys' fees of up to 33 1/3% of the Settlement Fund plus reasonable litigation expenses, as well as \$2,500 Service Awards to each of the Class Representatives. If approved, these amounts, as well as the costs of notice and settlement administration, will be deducted from the Settlement Fund before making payments to Settlement Class Members who submit valid Claim Forms.

### OBJECTING TO THE SETTLEMENT

### 18. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you should send a written objection to the Settlement Administrator by **August 5, 2025**.

Your objection should include:

- 1) Your full name and current address;
- 2) a clear statement saying you object to the Settlement in *Cliburn v. One Source to Market, LLC d/b/a Hexclad Cookware, Inc.*, No. 23STCV28390 (L.A. Super. Ct.) and the basis for your objection;
- 3) if you have retained an attorney and the name of that attorney;
- 4) a statement indicating whether you or your attorney intend to appear at the Final Fairness Hearing; and
- 5) your personal signature in ink.

If you have retained an attorney (at your own expense) for the purpose of objecting to any term or aspect of the Settlement, your attorney is required to provide a notice of appearance to the Settlement Administrator and to file the notice of appearance with the Court.

Counsel for Defendants	Class Counsel
Kevin D. Rising Garrett S. Llewellyn <b>BARNES &amp; THORNBURG LLP</b> 2029 Century Park East, Suite 300 Los Angeles, CA 90067	Brian C. Gudmundson <b>ZIMMERMAN REED LLP</b> 1100 IDS Center 80 South 8th Street Minneapolis, MN 55402
Joshua D. Rievman <b>DUNNING RIEVMAN &amp; MACDONALD LLP</b> 1350 Broadway, Suite 220 New York, NY 10018	Christopher D. Jennings <b>JENNINGS PLLC</b> 500 President Clinton Avenue, Suite 110 Little Rock, AR 72201
	John R. Parker, Jr. <b>ALMEIDA LAW GROUP LLC</b> 3550 Watt Avenue, Suite 140 Sacramento, CA 95821

### 19. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or file a claim because the Settlement no longer applies to you.

### THE COURT'S FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing at 10:00 a.m. on September 15, 2025, at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly filed written objections and may also listen to people who have asked to speak at the hearing (see Question 22). The Court will also decide whether to approve payments of fees, expenses, and service awards.

### 21. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

## **22. May I speak at the Final Fairness Hearing?**

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 18 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

### **IF YOU DO NOTHING**

## **23. What happens if I do nothing?**

If you do nothing, you will not receive a cash payment from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or the Released Parties about the issues resolved by this Settlement and released by the Settlement Agreement.

### **GETTING MORE INFORMATION**

## **24. How do I get more information?**

More details are available in the Settlement Agreement, which is available at [www.HexCladSettlement.com](http://www.HexCladSettlement.com). You may also email [admin@HexCladSettlement.com](mailto:admin@HexCladSettlement.com), call 1-866-507-0323, or write to: *Cliburn v. One Source to Market, LLC d/b/a Hexclad Cookware* Settlement Administrator, P.O. Box 301172, Los Angeles, CA 90030-1172.

***Please do not call the Court or the Clerk of the Court for additional information.  
They cannot answer any questions regarding the Settlement or the Action.***