

<p>STEPHEN INOCENCIO and JOHN CARVELLI, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>TELEBRANDS CORPORATION,</p> <p style="text-align: center;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION BERGEN COUNTY</p> <p>Docket No. L-4378-16</p> <p>STIPULATION OF SETTLEMENT</p> <p>Hon. Robert C. Wilson</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------

SETTLEMENT AGREEMENT AND RELEASE

This Stipulation of Settlement is made by and among plaintiff Stephen Inocencio and John Carvelli, (collectively, “Plaintiffs” and/or “Class Representatives”), on behalf of themselves, individually, and the Settlement Class (as defined below), on one hand, and Telebrands Corporation (“Defendant”), on the other hand.

I. RECITALS

WHEREAS, Class Representatives have brought the above-captioned Action in the Superior Court of New Jersey in and for Bergen County.

WHEREAS, Class Representatives have generally alleged that Defendant made false and misleading statements in connection with the marketing and sale of its “Pocket Hose” line of expandable garden hoses, including that the product was defective, and that they suffered injury as a result of those alleged statements.

WHEREAS, the complaint more specifically alleges that Defendant’s marketing and promotion of the Pocket Hose products rely on false and misleading claims about the durability, construction, and suitability of the Pocket Hose products as garden hoses.

WHEREAS, based on these allegations, Plaintiffs have asserted claims on behalf of themselves and for others similarly situated in the United States for breach of express warranty, for breach of the implied warranty of merchantability, for unjust enrichment, for negligent

misrepresentation, and violations of violation of the New Jersey Consumer Fraud Act, violation of the New Jersey Truth-in-Consumer Contract, Warranty and Notice Act, N.J. Stat. Ann. §§ 56:12-14 to 56:12-18; and violation of Georgia's Fair Business Practices Act, Ga. Code Ann. § 10-1-393.

WHEREAS, on August 31, 2016, Plaintiffs filed an Amended Complaint bringing claims for breach of express warranty, for breach of the implied warranty of merchantability, for unjust enrichment, for negligent misrepresentation, and violations of violation of the New Jersey Consumer Fraud Act, violation of the New Jersey Truth-in-Consumer Contract, Warranty and Notice Act, N.J. Stat. Ann. §§ 56:12-14 to 56:12-18; and violation of Georgia's Fair Business Practices Act, Ga. Code Ann. § 10-1-393 on behalf of: All persons in the United States who purchased the following Telebrand's products on or after on or after January 31, 2014: (i) "Pocket Top Brass II", (ii) "Pocket Hose Top Brass", (iii) "Pocket Hose Dura Rib II", (iv) "Pocket Hose Dura Rib", (v) "Pocket Hose Ultra", and (vi) the "Pocket Hose" models.

WHEREAS, 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.

WHEREAS, the Parties have, in advance of settlement, engaged in extensive arms-length negotiations and an informal exchange of documents and other information pertaining to Plaintiffs' claims. The Parties have had a full and fair opportunity to evaluate the strengths and weaknesses of their respective positions.

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

WHEREAS, Defendant and Defendant's counsel recognize the expense and length of continued proceedings necessary to continue the Action through trial and through possible appeals. Defendant also recognizes that the expense and time spent pursuing the Action has detracted and will further detract from resources that may be used to run Defendant's business.

WHEREAS, the Parties agree that, by entering into this Agreement, no Party shall be deemed to have admitted in any way claims or contentions made by other Parties nor to have diminished in any way the validity of any claim or contention asserted by the Party with respect to the Action. It is further specifically agreed that Defendant's execution of this Agreement is not, and shall not be construed as, an admission by Defendant or deemed to be evidence of: (a) the validity of any of the claims made by Class Representatives on behalf of themselves and the Class Members, or of any liability to Class Representatives or any Class Members; (b) that Defendant has violated the New Jersey Consumer Fraud Act, violation of the New Jersey Truth-in-Consumer Contract, Warranty and Notice Act, N.J. Stat. Ann. §§ 56:12-14 to 56:12-18; and violation of Georgia's Fair Business Practices Act, Ga. Code Ann. § 10-1-393; or (d) that this Action is properly maintained as a class action.

WHEREAS, based on the foregoing, which the Parties expressly incorporate as material terms of the Agreement, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Products and the Action which exist between Plaintiffs and the Settlement Class on the one hand, and Defendant on the other hand. Therefore, it is the intention of the Parties that this Agreement shall constitute a full, final and complete settlement and release, which release includes in its effect all of Defendant's present and former parent companies, subsidiaries and affiliates, as well as the shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns of such persons or entities with respect to any and all claims which were alleged, or could have been alleged, by Plaintiffs on their own behalf or on behalf of the Settlement Class in the Action.

NOW, THEREFORE, it is agreed that in consideration of the promises and mutual covenants set forth in this Agreement and the entry by the Court of a Final Order and Judgment (as defined below), the Action shall be settled and compromised on the terms and conditions set forth below.

II. DEFINITIONS

As used in this Stipulation of Settlement, the following capitalized terms have the meanings specified below. Unless otherwise indicated, defined terms include the plural as well as the singular.

A. “Action” means the class action lawsuit titled *Stephen Inocencio et al. v. Telebrands Corp.*, Docket No. L-4378-16, pending in the Superior Court of New Jersey, Law Division, Bergen County.

B. “Authorized Claimant” means any Settlement Class Member who timely submits a valid Claim Form.

C. “Claims Deadline” means the date set by the Court in the Preliminary Approval Order, which shall be at least 60 days after the last date of the published Notice Period identified in the Notice Plan, by Which Settlement Class Members must submit a claim to obtain the Class Benefits described in Section IV of this Stipulation of Settlement.

D. “Claim Form” means the form substantially in the form attached hereto as Exhibit A to be submitted by Class Members seeking to recover the Class Benefits described in this Stipulation of Settlement in Section IV. The format of the Claim Form may be modified by the Court in the Preliminary Approval Order, or to meet the requirements of the Settlement Administrator.

E. “Claimant” means a Class Member who submits a claim for cash as described in Section IV of this Settlement Agreement.

F. “Class Benefit” has the meaning set forth in Section IV below.

G. “Class Counsel” means Vozzolo LLC.

H. “Class Notice” means the Court-approved “Notice of Class Action Settlement,” which includes the Long Form Notice, the Short Form Notice, and the Publication Notice.

- I. “Class Representatives” means Stephen Inocencio and John Carvelli.
- J. “Court” means the Superior Court of New Jersey, Law Division, Bergen County.
- K. “Defendant’s Counsel,” or “Defense Counsel” means the law firm of Gibbons P.C.
- L. “Fairness Hearing” means the hearing that is to take place after entry of the Preliminary Approval Order, the Notice Date for purposes of: (a) determining the fairness, adequacy, and reasonableness of the Settlement Agreement; and (b) ruling upon an application by Class Counsel for a Fee and Expense Award and Plaintiffs’ Incentive Awards.
- M. “Fee and Expense Award” means the amount awarded to Class Counsel by the Court for attorneys’ fees, costs, and expenses.
- N. “Final Approval Date” means the date on which the Court’s Settlement Approval Order and Final Judgment is entered.
- O. “Final Settlement Approval Date” means the date that is 30 days after service of notice of entry of the Settlement Approval Order and Final Judgment on the Parties and all objectors to the Settlement Agreement, if any, without any appeal being taken, or if an appeal or request for review has been taken, the date on which the Settlement Approval Order and Final Judgment has been affirmed by the court of last resort to which an appeal or request for review has been taken and such affirmance is no longer subject to further appeal or review, or the date of denial of review after exhaustion of all appellate remedies.
- P. “Incentive Award(s)” means any award sought by application to and approved by the Court that is payable to the Class Representatives.
- Q. “Long Form Notice” means the notice (substantially in the form attached hereto as Exhibit B) to be sent by email to all class members for whom email addresses are identified, and to be sent via regular mail to all class members for whom the Parties do not have a valid email address but do have a mailing address.
- R. “Notice Date” means 30 days following the Preliminary Approval Order.
- S. “Notice of Missing or Inaccurate Information” means the notice sent by the Claims Administrator to a Claimant who has submitted a Claim Form with inaccurate, disqualifying,

incomplete, or missing information that is required for the Claimant to be considered eligible for the Class Benefit.

T. “Objection” is the written communication that a Settlement Class Member may file with the Court in order to object to this Agreement as provided for in VII of this Stipulation of Settlement.

U. “Objection Deadline” means the date, to be set by the Court, by which Settlement Class Members must file objections, if any, to the Settlement Agreement in accordance with Section VII of this Stipulation of Settlement. The Parties shall request that the Court set an Objection Deadline coinciding with the Opt-Out Date.

V. “Opt-Out Date” means the date, to be set by the Court, by which a Request for Exclusion must be sent to the Settlement Administrator for a Class Member to be excluded from the Settlement Class. The Parties shall request that the Court set an Opt-Out Date coinciding with the Objection Deadline.

W. “Parties” means Stephen Inocencio and John Carvelli on the one hand, and Telebrands, Corp. on the other.

X. “Preliminary Approval” means that the Court has entered an order preliminarily approving the terms and conditions of this Stipulation of Settlement, including the manner of providing and content of Class Notice to Settlement Class Members.

Y. “Preliminary Approval Date” means the date on which the Court enters and the Preliminary Approval Order.

Z. “Preliminary Approval Order” means the Court’s order preliminarily approving the Settlement Agreement set forth in this Stipulation of Settlement, approving the Settlement Notice Plan, and conditionally certifying the Settlement Class.

AA. “Publication Notice” means publication of the Summary Notice or Short Form Notice to be published in the USA Weekend and People Magazine.

BB. “Released Claims” means the claims released by the Settlement Class Members, as described in Section VIII below, who do not submit a valid Request for Exclusion.

CC. “Released Persons” means Telebrands; all of Telebrands’ past and present respective parents, subsidiaries, divisions, affiliates, persons and entities directly or indirectly under its or their control in the past or in the present; Telebrands respective assignors, predecessors, successors, and assigns; and all past or present partners, shareholders, managers, members, directors, officers, employees, agents, attorneys, insurers, accountants, and representatives of any and all of the foregoing, including the retailers, suppliers, distributors, endorsers, consultants, and any and all entities or persons upstream or downstream in the production/distribution channels of the products of such persons or entities.

DD. “Request for Exclusion” means the written communication that must be sent to the Settlement Administrator and postmarked on or before the Opt-Out Date by a Settlement Class Member who wishes to be excluded from the Settlement Class.

EE. “Settlement Administrator” means Digital Settlement Group, LLC (or “DSG”) and its successors and assigns.

FF. “Settlement Agreement” means the agreement set forth by the terms of this Stipulation of Settlement.

GG. “Settlement Approval Order and Final Judgment” means an order and judgment issued and entered by the Court, substantially in the form as that attached hereto and made a part hereof as Exhibit C, approving this Settlement Agreement as binding upon the Parties and the Settlement Class Members, entering final judgment, and setting the Fee and Expense Award, to Class Counsel by the Court. The Parties jointly shall request the Court to enter the proposed Settlement Approval Order and Final Judgment substantially in the form attached hereto and made a part hereof as Exhibit C.

HH. “Settlement Class Members,” “Class Members,” “Class,” or “Settlement Class” means: All persons in the United States, its territories, or at any United States military facility or exchange who purchased the following Settlement Class Products on or after January 31, 2014 and through the date of the Preliminary Approval Order. Excluded from the Class are: (a) Telebrands employees, officers and directors, (b) persons or entities who purchased the Settlement Class

Products for the purpose of re-sale, (c) retailers or re-sellers of the Settlement Class Products, (d) governmental entities, (e) persons who timely and properly exclude themselves from the Class as provided herein, (f) any natural person or entity that entered into a release with Defendant prior to the Effective Date concerning any of the Settlement Class Products, and (f) the Court, the Court's immediate family, and Court staff.

II. "Settlement Class Period" means the period of time from January 31, 2014 through the date of entry of the Preliminary Approval Order.

JJ. "Settlement Class Products" means the: (i) "Pocket Top Brass II", (ii) "Pocket Hose Top Brass", (iii) "Pocket Hose Dura Rib II", (iv) "Pocket Hose Dura Rib", (v) "Pocket Hose Ultra", and (vi) the "Pocket Hose" products, including all sizes or lengths.

KK. "Settlement Notice and Other Administrative Costs" means all costs and expenses actually incurred by the Settlement Administrator in the publication and sending of Class Notice, establishment of the Settlement Website, and the processing, handling, reviewing, and paying of claims made by Claimants.

LL. "Settlement Notice Plan" means the Settlement Administrator's plan to disseminate Class Notice to Settlement Class Members, as described in Section VI below.

MM. "Settlement Website" means a website operated and maintained by the Settlement Administrator solely for purposes of making available to the Settlement Class Members the Class Notice, documents, information, and online claims submission process referenced in Sections VI and VII, below.

NN. "Summary Notice" or "Short Form Notice" means the notice, subject to Court approval that is substantially in the form attached hereto as Exhibit D.

OO. "Stipulation of Settlement" means this document and its exhibits, attached hereto and incorporated herein, including all subsequent amendments agreed to in writing by the Parties and any exhibits to such amendments.

III. CERTIFICATION OF THE SETTLEMENT CLASS

3.1 The Parties agree, for settlement purposes only (and without any finding or admission of any wrongdoing or fault by Defendant) that the Settlement Class shall be certified and proceed as a class action under New Jersey Court Rule 4:32, with a class consisting of all Settlement Class Members, and with Plaintiffs Inocencio and Carvelli as Class Representatives and with Class Counsel as counsel for the Settlement Class Members.

3.2 This certification is conditional on the Court's preliminary and final approval of this Agreement. In the event the Court does not approve all terms of the Agreement, then the certification shall be void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the 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, in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all parties hereto, who shall be restored to their respective positions as of the date of this Agreement, and Defendant shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether those claims are amenable to class-based treatment.

IV. SETTLEMENT CONSIDERATION

4.1 **Class Benefits.** In full, complete, and final settlement and satisfaction of the Action and all Released Claims, and subject to all of the terms, conditions, and provisions of this Stipulation of Settlement, Telebrands agrees to provide the following consideration to Settlement Class Members who follow the procedures set forth in Section VII of this Stipulation of Settlement and submit a valid and timely Claim Form to the Class Action Administrator:

- (i) For those Settlement class members who return the Settlement Class Products to the Settlement Administrator, a total dollar amount as specified below for Settlement Class Products purchased during the Class Period, up to the total amount of units purchased that are returned:

“Pocket Hose Top Brass 2” and “Pocket Hose Top Brass”

25’ length	\$ 20.00
50’ length	\$ 30.00
75’ length	\$ 40.00
100’ length	\$ 50.00

“Pocket Hose Dura Rib II”; “Pocket Hose Dura Rib”; “Pocket Hose Ultra”; and “Pocket Hose”

25’ length	\$13.00
50’ length	\$20.00
75’ length	\$33.00
100’ length	\$40.00

Defendant will pay shipping costs for Settlement class members who return Settlement Class Products by providing prepaid postage/shipping labels.

(ii) For those Settlement class members who provide a copy of the receipt or a retail rewards submission memorializing the purchase of the Settlement Class Products or whose purchases appear in Defendant’s records, but who do not return the Covered Products to the Settlement Administrator, a total dollar amount as specified below for Settlement Class Products purchased during the Class Period, up to the total amount of units purchased that are returned with either a valid receipt or a retail rewards submission memorializing the purchase of the Settlement Class Products or whose purchases appear in Defendant’s records:

“Pocket Hose Top Brass 2” and “Pocket Hose Top Brass”

25’ length	\$ 10.00
50’ length	\$ 15.00
75’ length	\$ 20.00
100’ length	\$ 25.00

**“Pocket Hose Dura Rib II”; “Pocket Hose Dura Rib”; “Pocket Hose Ultra”; and
“Pocket Hose”” and**

25’ length	\$7.00
50’ length	\$10.00
75’ length	\$16.50
100’ length	\$20.00

(iii) For those Settlement class members who neither return the Settlement Class Products nor provide a valid receipt or a retail rewards submission, nor whose purchases appear in Defendant’s records, but who substantiate their claims through a submission of an Affidavit attesting to their purchase of the Settlement Class Products under penalty of perjury, together with additional information requested by the Settlement Administrator on the Claim Form, a total of \$7.00.

All claims must be submitted using the Claim Form, which may be submitted by mail or completed online.

Such cash compensation shall be disbursed after the Final Settlement Approval Date by the Claims Administrator and mailed to Claimants following the Final Settlement Approval Date, no later than 30 days after the later of: (i) the Final Settlement Approval Date; or (ii) the date the Claims Administrator approves a claim.

4.2 **Costs of Class Notice and Administration.** Telebrands will pay the expenses and costs of the Claims Administrator.

4.3 **Fee and Expense Award.** Telebrands will pay a Fee and Expense Award and Incentive Awards as described in Section V.

V. CLASS COUNSEL’S FEE AND EXPENSE AWARD AND CLASS REPRESENTATIVES’ INCENTIVE AWARDS

5.1 **Incentive Awards.** Class Counsel agrees that it will apply to the Court for an Incentive Award to the Class Representative in an amount not to exceed \$2,500, for his participation as the Class Representative, for taking on the risks of litigation, and for settlement of their individual claims as Class Members in this Action. Any Court-ordered Incentive Award will be paid to the Class Representative by Telebrand's no later than (10) calendar days after the Final Settlement Approval Date. Class Representative and Class Counsel agree not to move for an incentive award exceeding the amount set forth herein.

5.2 **Fee and Expense Award.** Class Counsel will make an application to the Court for an Attorneys' Fee and Expense Award in an amount not to exceed \$200,000.00, which includes reimbursement of Class Counsel's costs and expenses. The payment by Telebrands of attorneys' fees and expenses is separate from and in addition to the relief afforded the Settlement Class Members in this Agreement. Plaintiff and Class Counsel agree not to move for attorneys' fees and costs exceeding \$200,000.00.

(a) Defendant shall pay the lesser of \$200,000.00 or the amount of fees, costs and expenses awarded by the Court to Class Counsel, by wire transfer, within five (5) calendar days of the entry of a Final Approval Order, provided that Class Counsel agree to repay such amount in the event the Final Approval Order and Judgment is not entered.

(b) If the Final Approval Order and Judgment is reversed, vacated, modified and/or remanded for further proceedings or otherwise disposed of in any manner other than one resulting in an affirmance of the Final Approval Order (other than on the issue of attorneys' fees and expenses), or if this Agreement is terminated according to its terms, then Class Counsel shall, within 30 calendar days of such events, repay to Defendant the full amount of any award of attorney's fees and costs paid by Defendant to Class Counsel pursuant to Section V of this Agreement.

(c) If the award of attorneys' fees or costs to counsel is reduced after entry of the Final Approval Order and Judgment, Class Counsel shall repay to Defendant the difference between the amount paid by Defendant to Class Counsel and the amount of the final reduced award no later than 30 days following entry of the order or opinion reducing the award.

5.3 The Parties negotiated and reached agreement on the Class Counsel fees and expenses only after reaching agreement on all other material terms of this Agreement.

VI. NOTICE TO THE CLASS AND ADMINISTRATION OF SETTLEMENT

6.1 **Class Notice.** Subject to Court approval, the Parties agree that after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class with notice of the settlement by the following methods:

6.2 **General Notice Terms.** The Class Notice Shall:

- (a) inform Settlement Class Members that, if they do not exclude themselves from the Class, they may be eligible to receive the relief under the proposed Settlement Agreement;
- (b) contain a short, plain statement of the background of the Action, the Class certification for settlement purposes and the proposed Settlement Agreement;
- (c) describe the proposed settlement relief outlined in this Stipulation of Settlement;
- (d) state that any relief to Settlement Class Members is contingent on the Court's final approval of the proposed Settlement Agreement;
- (e) inform Settlement Class Members of their rights to exclude themselves from the Settlement Class or object to the proposed Settlement Agreement as described in Section VII below.

6.3 **Time and Manner of Notice.** Class Notice shall reach at least seventy (70) percent of the Settlement Class, and be provided as follows:

I. Internet Notice:

- (a) **Settlement Website:** No later than twenty (20) calendar days following entry of the Preliminary Approval Order, the Settlement Administrator shall create a website dedicated to this settlement together with links to important case documents, such as the Preliminary Approval Order, this Stipulation of Settlement, the Class Action Complaint and the Amended Class Action Complaint, the Long Form Notice, downloadable Claim Forms, until the Claims Deadline. Class

members will be directed to the dedicated website by hyperlinks embedded in the email version of the Long Form Notice and by references in both the Long Form and Short Form Notices. The dedicated website will allow Class Members to submit Claim Forms online and will contain information relevant to Class Members, including but not limited to all applicable deadlines, this Stipulation of Settlement, Class Notice, a downloadable Claim Forms, all papers filed by the Parties in support of the proposed Settlement Agreement (including Plaintiffs' anticipated motion for a Fee and Expense Award), orders of the Court pertaining to this Stipulation of Settlement, and contact information for the Settlement Administrator for a toll-free telephone number, e-mail, and U.S. mail. The Claims Administrator shall secure a URL for the Settlement Website selected and approved by Class Counsel.

(b) Defendant shall also post links to the Settlement Website on Defendant's website where the Settlement Class Products' are sold and marketed (including www.pockethose.com) no later than thirty (30) days following entry of the Preliminary Approval Order, which it shall maintain until the Claims Deadline.

(c) **Internet Ads:** The Settlement Administrator or Defendant will cause to be published internet advertisements during the Claims Period, in sufficient quantity and frequency, as Plaintiff and Defendant will agree to prior to the Preliminary Approval Hearing. The Settlement Administrator shall provide the Parties with the specifics of Internet ads prior to the Preliminary Approval Hearing and the Parties will, if necessary, provide the specific information to the Court at or before the Preliminary Approval Hearing. Internet banner notifications will contain links to the Settlement Website.

II. Publication: The Settlement Administrator or Defendant will cause to be published the Short Form Notice once in the following publications, not later than sixty (60) calendar days after entry of the Preliminary Approval Order: USA Weekend and People Magazine. The Publication Notice shall be sized for a one-quarter page ads in each publication.

III. Toll-Free Telephone Support: The Settlement Administrator shall establish a toll-free support system to provide Class Members with (a) general information about the

litigation; (b) frequently asked questions and answers; and (c) the ability to request a Long Form Notice or Claim Form.

IV. Direct Notice: On or before the Notice Date, Telebrand's or its designee, through the Claims Administrator, will cause a copy of the Long Form Notice to be sent by Email to all Class Members for whom Defendant has email information. If any E-mail Notices are returned as undeliverable, Summary Notice shall be mailed by the Claims Administrator, if a physical address is available, to the last known physical address that Telebrands has on file.

6.4 Publication Notice Period. Publication Notice Period shall run for 60 days following the Notice Date. The Long Form and Short Form Notices shall inform Class Members of the Opt-Out Deadline and the Objection Deadline, which will be set by the Court in the Preliminary Approval Order. Any Class Member who does not file a valid and timely Request for Exclusion will be bound by the Settlement Agreement set forth in this Stipulation of Settlement and by Final Judgment concluding this Action.

6.5 Responsibilities of Settlement Administrator. The Settlement Administrator will help implement the terms of this Stipulation of Settlement. The Settlement Administrator shall be responsible for administrative tasks, including, without limitation, (a) arranging, as set forth in this Section and in the Preliminary Approval Order, for distribution of Class Notice (in the form approved by the Court) and Claims Forms (in the form approved by the Court) to Settlement Class Members, (b) answering inquiries from Settlement Class Members and/or forwarding such written inquiries to Class Counsel or their designee, (c) receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding Requests for Exclusion from the Settlement Agreement, (d) posting notices on the Settlement Website, Claim Forms, and other related documents, (e) receiving and processing claims and distributing cash payments to Settlement Class Members, and (f) otherwise assisting with implementation and administration of the Settlement Agreement terms. The actual costs, fees and expenses of the Settlement Administrator will be paid by Telebrands as part of the Settlement Consideration as described in Section IV above. Defendant shall pay the Settlement Administrator's costs and fees. .

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

6.6 **Declaration of Compliance.** Within fourteen (14) calendar days of the Claims Deadline, the Settlement Administrator shall provide the Parties with a declaration attesting to completion of the notice process set forth in this section, which shall include a statement that the notice reached at least seventy (70) percent of the Settlement Class.

VII. CLASS SETTLEMENT PROCEDURES

7.1 **Settlement Class Member Eligibility Requirements.** To be eligible to receive relief under the Settlement Agreement, Settlement Class Members must submit a claim to the Claims Administrator by completing and certifying the online Claim Form on the Settlement Website or completing, certifying and mailing the Claim Form to the Claims Administrator. The Claim Form must be submitted online or postmarked no later than the Claim Deadline. Claim Forms submitted or postmarked after the Claim Deadline shall be denied by the Claims Administrator and Telebrands will not be obligated to make any payment on such claims.

7.2 **Requirements for Valid Claim Forms.** No Claim Form will be deemed valid unless it is signed in hard copy or in online form by the Settlement Class Member under penalty of perjury, and is postmarked or submitted online/electronically on or before the Claim Deadline. Notwithstanding the above, Class Counsel and Defendant may, but need not, seek permission from the Court to consider late-filed Claim Forms that are received prior to the distribution of settlement funds to the Settlement Class. Any Settlement Class Members who fail to submit valid and timely Claim Forms shall be bound by all terms of the settlement and any judgment entered in this Action, and will be barred from receiving any monetary relief under this Agreement.

7.3 **Review by Claims Administrator.** The Claims Administrator shall review all submitted Claim Forms within a reasonable time to determine each Settlement Class Member's eligibility for relief, and the amount of such relief, if any. Copies of submitted Claim Forms shall

be provided to Defense Counsel and to Class Counsel upon request. Settlement Class Members who submit valid Claim Forms shall be entitled to relief as set forth in Section IV of this Stipulation of Settlement. Settlement Class Members who submit Claims Forms that do not meet the Eligibility Requirements or the Requirements for valid Claim Forms, as described in this Section VII of this Stipulation of Settlement, shall not be entitled to the relief set forth in Section IV of this Stipulation of Settlement. The Claims Administrator shall use standard and customary procedures to prevent the payment of fraudulent claims and to pay only legitimate claims.

7.4 **Incomplete Claim Forms.** Failure to provide all information requested in the Claim Form will not result in nonpayment of a claim. Instead, the Settlement Administrator will take customary steps to determine whether the Settlement Class Member is eligible for payment and to determine the amount of the payment based on the information contained in the Claim Form or otherwise submitted, or based on other reasonably available information. Claim Forms that omit essential or required information that cannot be identified from reasonably available information shall be returned by the Claims Administrator with a Notice of Missing or Inaccurate Information via First Class Mail to the Settlement Class Member's address indicated on the Claim Form. If the Claims Administrator is unable to return the Claim Form with a Notice of Missing or Inaccurate Information as a result of omitted information, the Claims Administrator will reject that Settlement Class Member's claim, and Telebrands will not be obligated to provide the Class Benefit set forth in Section IV above.

7.5 **Inaccurate Claim Forms.** Claim Forms submitted with inaccurate or disqualifying information shall be returned by the Claims Administrator with a Notice of Missing or Inaccurate Information via First Class Mail to the Settlement Class Member's address indicated on the Claim Form. If the Claims Administrator is unable to return the Claim Form with a Notice of Missing or Inaccurate Information as a result of inaccurate information, the Claims Administrator will reject that Settlement Class Member's claim, and Telebrands will not be obligated to provide the Class Benefit set forth in Section IV above.

7.6 Resubmission of Claim Forms following Notice of Missing or Inaccurate Information. Settlement Class Members whose Claim Forms are returned with a Notice of Missing or Inaccurate Information shall have until the Claim Deadline, or 30 days from when the Notice of Missing or Inaccurate Information was postmarked by the Settlement Administrator, whichever is later, to respond to the Notice of Missing or Inaccurate Information with a revised Claim Form that is complete and contains no inaccurate or disqualifying information. If a Settlement Class Member fails to timely respond to the Notice of Missing or Inaccurate Information, or resubmits a Claim Form that is incomplete or inaccurate the Claims Administrator shall reject that Settlement Class Member's Claim Form, and Telebrands will not be obligated to provide the Class Benefit set forth in in Section IV above.

7.7 Provision of Class Benefit. All Settlement Class Members who are eligible and who submit a valid Claim Form shall be sent cash awards, or a letter explaining the rejection of their Claim Form, within 30 calendar days of the Final Settlement Approval Date. Telebrands shall pay the Settlement Administrator the aggregate value of all cash awards to be distributed to Settlement Class Members no later than 15 calendar days after the Final Settlement Approval Date. All cash awards to Settlement Class Members will be in the form of checks, and such checks will state that they must be redeemed within 180 calendar days of the Final Settlement Approval Date or they will become void.

7.8 Requests for Exclusion. Any individual who would otherwise be a Settlement Class Member but who does not wish to obtain the Class Benefit or to be bound by the terms of this Stipulation of Settlement must postmark a written Request for Exclusion to the Claims Administrator no later than the Opt-Out Date. The Request for Exclusion must be in writing and include a statement of intention to be excluded from the Settlement Class. Additionally, to be valid, a Request for Exclusion must include:

- (a) the name of this lawsuit, *Inocencio v. Telebrands, Corp.*, Docket No. L-4378-16;
- (b) contain the individual's name, current address, and telephone number; and
- (c) include the individual's signature.

7.9 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 manner 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 reviewed by the Settlement Administrator within two (2) calendar days of the Opt Out Date. Each Request for Exclusion must be submitted individually. Each Request for Exclusion may not be submitted on behalf of more than one individual. So-called "mass" or "class" Requests for Exclusion shall not be allowed.

7.10 Any individual who submits a timely and valid Request for Exclusion will not be bound by this Stipulation of Settlement or have any right to object, appeal or comment thereon.

7.11 At least seven calendar days prior to the Fairness Hearing, Class Counsel shall prepare or cause the Settlement Administrator to prepare a list of the persons who have excluded themselves in a valid and timely manner from the Settlement Class, and Class Counsel shall file that list with the Court. Settlement Class Members who fail to submit a valid and timely Request For Exclusion on or before the Opt Out Date shall be bound by all terms of this Stipulation of Settlement and any Final Judgment entered in this litigation if this Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Stipulation of Settlement.

7.12 **Objections.** Settlement Class Members shall have the right to appear and present objections as to any reason why the terms of this Stipulation of Settlement and the Settlement Agreement set forth herein should not be given Final Approval. Any objection must be in writing and filed with the Court, with a copy delivered to Class Counsel and Defense Counsel at the addresses set forth in the Class Notice, no later than the Objection Deadline to be set by the Court. Additionally, to be valid, objections must:

- (a) include the Settlement Class Member's name, current address, and telephone number, or the Settlement Class Member's lawyer's name, current address and telephone number;

- (b) contain a caption or title that identifies it as an objection to the Settlement Agreement in *Inocencio v. Telebrands, Corp.*, Docket No. L-4378-16;
- (c) contain a clear and concise statement of the Settlement Class Member's objection, including the facts supporting the objection and the legal grounds on which the objections is based;
- (d) whether the Settlement Class Member intends to appear at the Fairness Hearing; and
- (e) include documents sufficient to establish membership in the Settlement Class such as a verification under oath as to the date and location of their purchase of a Settlement Class Product or a Proof of Purchase as defined herein.

7.13 No Settlement Class Member shall be entitled to be heard at the Fairness Hearing (whether individually or through separate counsel) or to object to the Settlement Agreement, and no written objections or briefs by any Settlement Class Member shall be considered by the Court at the Fairness Hearing unless a written objection is filed with the Court and delivered to Class Counsel and Defense Counsel by the Objection Deadline.

7.14 Class Counsel, on behalf of Plaintiffs and the Settlement Class, and Defense Counsel, on behalf of Telebrands, shall have the right to respond to any objection prior to the Fairness Hearing.

7.15 Settlement Class Members who do not request exclusion and who fail to file and timely serve written objections in the manner specified herein shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to Final Approval of the Settlement Agreement, and shall be bound, to the extent allowed by law, by the terms of this Stipulation of Settlement.

7.16 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 to encourage any Settlement Class Member to appeal from the final judgment.

VIII. RELEASES

8.1 Release by Settlement Class Members. Effective as of the Final Settlement Approval Date, each and all of the Settlement Class Members (except any such person who has filed a proper and timely Request for Exclusion) shall release and forever discharge, and shall be forever barred from asserting, instituting or maintaining against any or all of the Released Persons, any and all claims, demands, actions, causes of action, lawsuits, arbitrations, damages, or liabilities whether legal, equitable, or otherwise, relating in any way to the claims asserted or the factual allegations made in the Action, including without limitation the allegations that the Settlement Class Products (i) are defective, and (ii) were misleadingly marketed as durable garden hoses, and/or in any other way (collectively, the “Claims”). With respect to the Claims released pursuant to this paragraph, each Settlement Class Member shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code section 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States of America or any state or territory thereof, or of the common law or civil law). Section 1542 provides that:

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.

However, this definition expressly excludes claims for personal injury. The Parties hereby agree and acknowledge that this waiver is an essential term of this Agreement without which the consideration given herein by Defendant on behalf of all Released Persons would not have been given.

Each and every term of this paragraph shall inure to the benefit of each and all of the benefit of each and all of the Released Persons, and each and all of their respective successors and personal representatives, which persons and entities are intended to be beneficiaries of this paragraph.

8.2 Effectuation of Settlement. None of the above releases include releases of claims or otherwise affects the rights to enforce the terms of this Stipulation of Settlement.

8.3 **No Admission of Liability.** This Stipulation of Settlement and the Settlement Agreement set forth herein reflects, among other things, the compromise and settlement of disputed claims among the Parties, and neither this Stipulation of Settlement nor the releases given herein, nor any consideration therefor, nor any actions taken to carry out the terms of this Stipulation of Settlement, are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or the validity of any claim, defense, or of any point of fact or law on the part of any party. Telebrand's denies the material allegations of the Class Action Complaint and any First Amended Complaint that may be filed in this Action following execution of this Stipulation of Settlement. Neither this Stipulation of Settlement, nor the fact of the Settlement Agreement set forth herein, nor the settlement proceedings, nor the settlement negotiations, nor any related document, shall be used as an admission of any fault or omission by any or all of the Released Persons, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing or liability by any or all of the Released Persons in any proceeding, other than such proceedings as may be necessary to consummate, interpret or enforce this Stipulation of Settlement.

IX. SUBMISSION OF THE SETTLEMENT TO THE COURT

9.1 As soon as is practicable following the signing of this Stipulation of Settlement, Class Counsel shall apply to the Court for entry of the Preliminary Approval Order, for the purpose of, among other things:

(a) Finding that the Settlement Agreement is within the range of reasonableness and possible Final Approval such that the Class Notice should be provided pursuant to this Stipulation of Settlement;

(b) Except as set forth herein, stay any pending proceedings and enjoin the initiation of any new litigation, arising out of or relating to any Released Claims;

(c) Approving the Class Notice, including the Long Form Notice and Short Form Notice, substantially in the form set forth at Exhibits B and D;

(c) Preliminarily certifying the Action as a class action for settlement purposes, appointing Plaintiffs as the representatives of the Class, and their counsel as Class Counsel;

(d) Scheduling the Fairness Hearing on a date ordered by the Court, provided in the Preliminary Approval Order, and in compliance with applicable law, to determine whether the Settlement Agreement should be approved as fair, reasonable, and adequate, for purposes of New Jersey Court Rule 4:32-2(e)(1)(C) and to determine whether a Final Order and Final Judgment should be entered;

(e) Determining that the Notice of the Settlement Agreement and of the Fairness Hearing, as set forth in this Stipulation of Settlement, constitutes the best method of notice practicable under the circumstances, constitutes due and sufficient notice to all persons entitled thereto, and complies with all legal requirements, including New Jersey Court Rule 4:32-2(e)(1)(C) and due process;

(f) Appointing Digital Settlement Group, LLC as the Settlement Administrator;

(g) Directing that Class Notice shall be given to the Class as provided in Section VI of this Stipulation of Settlement;

(h) Providing that Class Members will have until the Claim Deadline to submit a Claim Form;

(i) Providing that any objections by a Class Member to the certification of the Settlement Class and the proposed Settlement Agreement set forth in this Stipulation of Settlement, and/or entry of the Final Order and Final Judgment, shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Fairness Hearing only if, on or before the Objection Deadline set by the Court, such objector files with the Court a written objection and notice of the objector's intention to appear, and otherwise complies with the requirements set for in Section VII of this Stipulation of Settlement;

(j) Establishing the dates by which the Parties shall file and serve all papers in support of the application for final approval of the Settlement Agreement and/or in response to any valid and timely objections;

(k) Providing that all Settlement Class Members will be bound by the Final Order and Final Judgment unless such members of the Settlement Class timely submit a valid Request for Exclusion in the manner set forth in Section VII of this Stipulation of Settlement;

(l) Providing that Settlement Class Members who wish to exclude themselves from the Settlement Agreement will have until the Opt-Out Date to submit a valid Request for Exclusion in the manner set forth in Section VII of this Stipulation of Settlement;

(m) Directing the Parties, pursuant to the terms and conditions of this Stipulation of Settlement, to take all necessary and appropriate steps to establish the terms and conditions of this Stipulation of Settlement and the Preliminary Approval Order; and

(n) Pending the Fairness Hearing, staying all proceedings in the Consolidated Action, other than the proceedings necessary to carry out or enforce the terms and conditions of this Agreement and the Preliminary Approval Order.

9.2 **Stay of the Action.** Following Preliminary Approval, all activity in the Action shall be stayed except to the extent necessary to effectuate this Agreement unless and until this Agreement is terminated pursuant to its terms and conditions.

9.3 At the Fairness Hearing, the Parties shall seek to obtain from the Court a Final Order and Final Judgment. The Final Order and Final Judgment shall, among other things:

(a) Finally approve the Settlement Agreement, finding that its terms are fair, reasonable, and adequate to the Settlement class, for purposes of New Jersey Court Rule 4:32-2(e)(1)(C), and direct consummation for the Settlement in accordance with the terms and conditions of this agreement;

(b) Certify the Settlement Class for settlement purposes only pursuant to New Jersey Court Rule 4:32-2(e);

(c) Determine and find that the Class Notice constitute the best notice practicable under the circumstances, constitute due and sufficient notice to all persons and entitled thereto, and complied with all laws and requirements, including, but not limited to, New Jersey Court Rule 4:32-2(e)(1)(C) and due process;

(d) Incorporate and effectuate the release set forth in the Stipulation of Settlement and make the Release effective as of the Final Settlement Approval Date;

(e) Authorize the Parties to implement the terms of the Stipulation of Settlement; and

(f) Dismiss the Action with prejudice, except that the Court will retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Stipulation of Settlement, the Final Order and Final Judgment, any final order approving an Attorneys' Fees and Expenses Award and Incentive Awards, and for any other necessary purpose.

9.4 The Parties acknowledge that each intends to implement the terms of this Stipulation of Settlement. The Parties shall, in good faith, cooperate and assist with and undertake all reasonable action and steps to accomplish all required events on the schedule set by the Court, and shall use reasonable efforts to implement all terms and conditions of this Stipulation of Settlement. In the event that the Court does not preliminarily or finally approve the Settlement Agreement, the Parties further agree to continue to cooperate in good faith to address any deficiencies raised by the Court in an expeditious manner.

9.5 **Effect if Settlement Is Not Approved.** This Stipulation of Settlement was entered into only for purposes of settlement, subject to and without waiver of the Parties' respective rights. If the Court does not enter the Preliminary Approval Order or does not grant final approval to Class Counsel, or if the final Settlement Approval Order and Final Judgment is vacated, overturned, reversed, or rendered void as a result of an appeal, the Parties shall be restored to their respective positions immediately preceding execution of this Stipulation of Settlement.

X. MISCELLANEOUS PROVISIONS

10.1 The Parties agree that the recitals are contractual in nature and form a material part of this Stipulation of Settlement.

10.2 **Reasonable Efforts/Cooperation.** Subject to the other terms and conditions of this Settlement Agreement, the Parties and their respective counsel shall use reasonable efforts to cause the Court to give Preliminary Approval to this Settlement Agreement as promptly as practicable, to take all steps contemplated by this Settlement Agreement that are necessary (by order of the Court or otherwise) to effectuate the Settlement on the stated terms and conditions, and to obtain Final Approval of this Settlement Agreement and achieve a Final Settlement Approval Date.

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

10.3 **Time for Compliance.** If the date for performance of any act required by or under this Settlement Agreement falls on a Saturday, Sunday or court holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Settlement Agreement.

10.4 **Governing Law.** This Settlement Agreement is intended to and shall be governed by the laws of the State of New Jersey without giving effect to principles of conflicts of laws.

10.5 **Entire Agreement.** The terms and conditions set forth in this Settlement Agreement constitute the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Settlement Agreement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Settlement Agreement constitutes the complete and exclusive statement of its terms as between the Parties, and that no extrinsic evidence whatsoever may be introduced in any agency or judicial proceeding, if any, involving this Settlement Agreement.

10.6 **Amendment or Modification.** This Agreement may not be changed, modified, or amended except in writing signed by all Parties (or their successors-in-interest) and approved by the Court. Notwithstanding the foregoing, amendments and modifications may be made without additional notice to the Class Members unless such notice is required by the Court. Moreover, the claims process set forth above may be modified by mutual agreement of the Parties without Court approval and the Parties may agree to reasonable extensions of time in which to accomplish the tasks required by the terms and conditions of this Agreement, which shall not be unreasonably withheld.

10.7 **Advice of Counsel/Construction.** The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement.

10.8 **Binding Agreement.** This Settlement Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the Parties, the Settlement Class Members and the other Released Persons.

10.9 **No Waiver.** The waiver by any Party of any provision or breach of this Settlement Agreement shall not be deemed a waiver of any other provision or breach of this Settlement Agreement. The failure of a party to insist upon strict adherence to any provision of the Stipulation of Settlement shall not constitute a waiver or thereafter deprive such party of the right to insist upon strict adherence.

10.10 **Assignment of Claims.** The Parties warrant and represent that no claim or any portion of any claim referenced or released in this Agreement has been sold, assigned, conveyed, or otherwise transferred to any other entity or Person.

10.11 **Captions/Headings.** The headings in this Stipulation of Settlement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this document.

10.12 **Execution in Counterparts.** This Settlement Agreement shall become effective upon the last day of execution by all of the undersigned. The Parties may execute this Settlement Agreement in counterparts, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument. The Parties further agree that signatures provided by .pdf, facsimile or other electronic transmission shall have the same force and effect as original signatures.

10.13 **Authority.** The undersigned counsel represent that they are fully authorized to execute and enter into the terms and conditions of this Stipulation on behalf of their respective clients.

10.14 **Publicity.** The parties shall limit public comment on the Settlement to the fact that there has been an amicable settlement, and in doing so may refer to the Settlement Agreement, Settlement Website, Notices, or may otherwise refer to and make representations in accordance with the Notice Plan.

10.15 **Time Periods.** The time periods and/or dates described in this Settlement Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Plaintiffs' Counsel and Defendant's Counsel, without notice to Settlement Class Members. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Settlement Agreement.

10.16 This Agreement is not to be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all liability for claims asserted in the Action. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document and shall, pursuant to N.J. Rules of Evidence § 408 be

inadmissible in evidence in any proceeding in order to establish liability. The preceding sentence shall not apply to an action or proceeding to approve or enforce this Agreement.

10.17 **Enforcement of this Settlement Agreement.** The Court shall retain jurisdiction, and shall have exclusive jurisdiction, to enforce, interpret and implement this Settlement Agreement, including any alleged violation of paragraph above, and the terms of any order entered pursuant to this Settlement Agreement.

10.18 **Termination.** Defendant shall have the right to terminate this Settlement Agreement if, prior to the date of the Settlement Approval Order and Final Judgment, the total number of Persons that have submitted timely and valid Requests for Exclusion from the Settlement Class exceeds one thousand five hundred (1,500). If Defendant elects to terminate this Settlement Agreement under this paragraph, Defendant must provide written notice to the other Parties' counsel on or before the date of the Settlement Approval Order and Final Judgment. Such written notice shall be provided by hand delivery or mail to the Parties' counsel. If this Settlement Agreement is terminated pursuant to its terms, then: (i) this Settlement Agreement shall be rendered null and void; (ii) this Settlement Agreement and all negotiations and proceedings relating hereto shall be of no force or effect, and without prejudice to the rights of the Parties; and (iii) all Parties shall be deemed to have reverted to their respective status in the Action as of the date and time immediately preceding the execution of this Settlement Agreement and, except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed, except that the Parties shall not seek to recover from one another any costs incurred in connection with this Settlement.

10.19 **Notices.** Unless otherwise specified, all notices, demands or other communications to the Parties in connection with this Agreement shall be made in 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:

- a. If to Representative Plaintiffs, Settlement Class Members or Plaintiffs' Counsel:

Antonio Vozzolo, Esq.
Vozzolo, LLC
345 Route 17 South
Upper Saddle River, New Jersey 07458
Telephone: (201) 630-8820

b. If to Telebrand's or Defendant's Counsel:

Christine A. Amalfe, Esq.
Gibbons, PC
One Gateway Center
Newark, NJ 07102
Telephone: (973) 596-4829

10.20 Any disagreement and/or action to enforce this Stipulation of Settlement shall be commenced and maintained only in the Court in which this Action is pending.

10.21 The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Stipulation of Settlement.

10.22 In the event any one of the provisions contained in this Stipulation of Settlement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions if Defense Counsel and Class Counsel, on behalf of the Parties, mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Stipulation of Settlement.

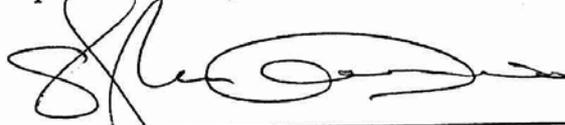
IN WITNESS WHEREOF, the Parties hereto, by and through their respective attorneys, and intending to be legally bound hereby, have duly executed this Stipulation of Settlement as of the date set forth below.

[Intentionally Left Blank; Signatures on Following Page(s)]

CLASS REPRESENTATIVES AND CLASS COUNSEL:

DATED: September 2, 2016

Stephen Inocencio,



Individually and on behalf of the
Settlement Class

DATED: September , 2016

John Carvelli,

Individually and on behalf of the
Settlement Class

DATED: September , 2016

VOZZOLO LLC

By: Attorneys for the Plaintiffs and the
Settlement Class

DEFENDANT/COUNSEL FOR DEFENDANT:

DATED: September , 2016

TELEBRANDS, INC.

By: _____

CLASS REPRESENTATIVES AND CLASS COUNSEL:

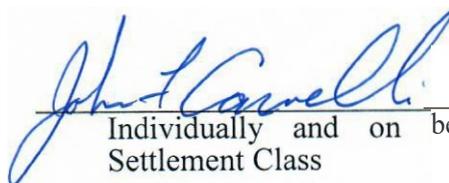
DATED: September , 2016

Stephen Inocencio,

Individually and on behalf of the
Settlement Class

DATED: September 1, 2016

John Carvelli,



Individually and on behalf of the
Settlement Class

DATED: September , 2016

VOZZOLO LLC

By: Attorneys for the Plaintiffs and the
Settlement Class

DEFENDANT/COUNSEL FOR DEFENDANT:

DATED: September , 2016

TELEBRANDS, INC.

By: _____

CLASS REPRESENTATIVES AND CLASS COUNSEL:

DATED: September , 2016

Stephen Inocencio,

Individually and on behalf of the
Settlement Class

DATED: September , 2016

John Carvelli,

Individually and on behalf of the
Settlement Class

DATED: September 2, 2016

VOZZOLO LLC



By: Attorneys for the Plaintiffs and the
Settlement Class

DEFENDANT/COUNSEL FOR DEFENDANT:

DATED: September , 2016

TELEBRANDS, INC.

By: _____

CLASS REPRESENTATIVES AND CLASS COUNSEL:

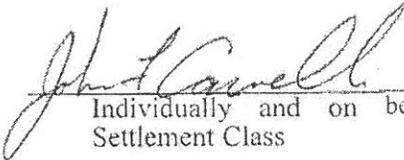
DATED: September , 2016

Stephen Inocencio,

Individually and on behalf of the
Settlement Class

DATED: September 1, 2016

John Carvelli,



Individually and on behalf of the
Settlement Class

DATED: September , 2016

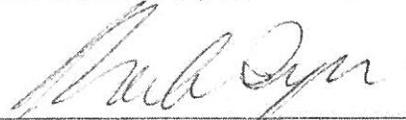
VOZZOLO LLC

By: Attorneys for the Plaintiffs and the
Settlement Class

DEFENDANT/COUNSEL FOR DEFENDANT:

DATED: September 6, 2016

TELEBRANDS, INC. CORP. ^{Bob}



By: BALA IYER, ENP & COO .

DATED: September , 2016

GIBBONS P.C.

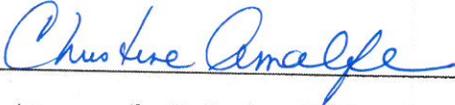
By: 
Attorneys for Defendant Telebrands, Inc.

EXHIBIT A

SUPERIOR COURT OF NEW JERSEY
BERGEN COUNTY

Settlement Proof of Claim Form

If you purchased Pocket Top Brass II, Pocket Hose Top Brass, Pocket Hose Dura Rib II, Pocket Hose Dura Rib, Pocket Hose Ultra, or Pocket Hose (the “Class Products”), to be eligible to participate in the benefits of the proposed settlement in *Inocencio, et al. v. Telebrands Corporation*, you must fill this claim form out completely and either (i) mail it to the address given below, or (ii) submit it online through the Settlement website below. This Claim form must be postmarked or electronically filed no later than _____. If you provide incomplete or inaccurate information, your claim may be denied.

- Please read the full notice of this settlement (available at www._____.com) carefully before filling out this Claim Form.
- To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must complete or submit your claim form online or by mail:

ONLINE: Visit www._____.com and submit your claim online.

Or

MAIL: Pocket Hose Products Litigation Administrator

P.O. Box _____

- Keep a copy of your completed Claim Form for your records. Any documents you submit with your Claim Form cannot be returned. If your claim is rejected for any reason, the Claims Administrator will notify you of the rejection and the reasons for such rejection.

PART A: CLAIMANT INFORMATION

Provide your name and additional information below. It is your responsibility to notify the Claims Administrator of any changes to your contact information after the submission of your Claim Form.

FIRST NAME

LAST NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS

SOCIAL SECURITY NUMBER

QUESTIONS? VISIT www._____.com OR CALL TOLL-FREE 1-800 _____

PART B: PURCHASE INFORMATION

- To be eligible for a payment you must not have previously received a refund for your purchase of Class Product.
- To qualify for a cash award, you must have purchased one or more of the following Telebrands' Products from January 31, 2014 through [Date]: (i) "Pocket Top Brass II", (ii) "Pocket Hose Top Brass", (iii) "Pocket Hose Dura Rib II", (iv) "Pocket Hose Dura Rib", (v) "Pocket Hose Ultra", and (vi) the "Pocket Hose" products (the "Class Products").
- You may make a claim for one of the following:
 - a. For a full refund of the actual purchase price. Settlement Class Members who return a Class Product to the Settlement Administrator, receive a full refund between \$13.00 and \$50.00 (depending on which Class Product you purchased) up to the total amount of units purchased that are returned with Proof of Purchase. Telebrands will provide free shipping to return the Class Product(s).
 - b. For Settlement Class Members who provide a copy of the receipt or a retail rewards submission memorializing the purchase of the Class Products or your purchases appear in Defendant's records ("Proof of Purchase"), but who do not return the Class Products, you will receive a refund between \$7 and \$25 (depending on which Class Product you purchased) for each Class Product purchased up to the total amount of units purchased that are returned with Proof of Purchase, or
 - c. For those Settlement Class Members who neither return the Class Products nor provide a valid receipt nor a retail rewards submission memorializing the purchase of the Class Products nor do your purchases appear in Defendant's records, but who complete this Claim Form under penalty of perjury, a total of \$7.00.
- Please fill out this chart identifying the purchase transaction(s) for which you are making a claim:

TOTAL NUMBER OF SUBJECT PRODUCTS

Write the **total number** of each of the Class Products you purchased on or after January 31, 2014 and [DATE] next to the name(s) of the Subject Products you purchased in the chart below:

Model Name/Class Product Purchased	Length Of Class Product	Number of Products Purchased	Approximate Date of Purchase	State of Purchase	Place of Purchase (from which retailer)

Please choose one of the following:

(a) Check here if you are returning your Class Product with this claim form:

- If you are returning the Class Product for a full refund, you may (a) download a prepaid postage label from [www._____](http://www._____.com), OR (b) contact Telebrands' Products Litigation Administrator at _____ and prepaid postage will be mailed to you.

(b) Check here if you are enclosing Proof of Purchase documentation with this claim form or if you claim your purchases appear in Defendant's records:

- If you are making a claim with a Proof of Purchase, you can either: (1) e-mail a copy of your receipt(s) or retail rewards submission memorializing the purchase of the Class Products along with this Claim Form to _____@_____.com; or (2) mail the receipts or other Proof of Purchase along with this Claim Form to: Telebrands' Products Litigation Administrator, P.O. Box _____.
- Your purchases may appear in Defendant's records if you purchased Class Product directly from the website at www.pockethose.com, www.pockethoseultra.com, www.pockethosedurarib.com, or www.pockethosetopbrass.com or by calling a toll free number in response to a television advertisement

(c) Check here if you are request a \$7.00 payment:

***Failure to Return the Class Product or include Proof of Purchase for claims will result in the reduction of your claims.**

***Submission of false or fraudulent information may result in the claim being rejected in its entirety.**

PART C: ATTESTATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the United States of America that I purchased the products listed above between January 31, 2014 and [DATE] and that all of the information on this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review and that I may be required to provide additional information to establish that my claim is valid. I also understand that by submitting this claim, I am releasing all Released Claims, as detailed in the Notice of the Proposed Class Action Settlement. .

SIGNATURE

DATE

CLAIM FORM REMINDER CHECKLIST

Before submitting this Claim Form, please make sure you:

1. Complete all fields in the Claimant Information section of this Claim Form (Part A).
2. Complete Part B, indicating the number and models of Class Products you purchased between January 31, 2014 and [Date] and whether you are claiming either a full refund by returning the Class Product or whether you are enclosing proof of purchase or purchased class product directly from Defendant or whether you are claiming a request for a \$7.00 payment.
3. Sign the Attestation under penalty of perjury in Part C. You must sign the Attestation in order to be eligible to receive settlement benefits.
4. Keep a copy of your Claim Form and supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your Claim Form, please complete the on-line Claim Form or mail this Claim Form via Certified Mail, Return Receipt Requested.
6. If you move or your name changes, please send your new address, new name or contact information to the Claims Administrator via the Settlement Website, mail or by calling the Claims Administrator's toll-free telephone number, each listed in the Notice.

Please keep a copy of your Claim Form for your records.

EXHIBIT B

SUPERIOR COURT OF NEW JERSEY
BERGEN COUNTY

DOCKET NO. L-4378-16

If You Purchased Pocket Hose Products, You Could Receive a Cash Payment as Part of a Proposed Class Action Settlement

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

- A Proposed Settlement has been reached in a class action lawsuit. The lawsuit claims that Telebrands Corporation (“Telebrands”) made false and misleading statements in connection with the marketing and sale of the certain “Pocket Hose” models of expandable garden hoses, and that the products are defective. Telebrand’s denies these claims.
- You are a Class Member if you purchased any of the following “Pocket Hose” models of expandable garden hoses, including: (i) “Pocket Top Brass II”, (ii) “Pocket Hose Top Brass”, (iii) “Pocket Hose Dura Rib II”, (iv) “Pocket Hose Dura Rib”, (v) “Pocket Hose Ultra”, and (vi) the “Pocket Hose” products (the “Class Products”) between January 31, 2014 and [DATE].
- The Settlement provides cash payments to Class Members between \$7.00 and \$50.00.

Please read this Notice carefully and in its entirety.

Your rights may be affected by the Proposed Settlement of this Lawsuit, and you have a choice to make now about how to act:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
WHAT IS THIS?	A Proposed Settlement has been reached in a class action lawsuit. The lawsuit alleges that Telebrands made false and misleading statements in connection with the marketing and sale of the certain “Pocket Hose” models of expandable garden hoses.
SUBMIT A CLAIM FORM POSTMARKED BY [DATE]	This is the only way to receive the Settlement Benefit of a full refund. By submitting a claim, you will give up any rights to sue Telebrands separately about the same legal claims in this lawsuit.
EXCLUDE YOURSELF FROM THE CLASS BY [DATE]	If you opt out of the Proposed Settlement, you will not be eligible to receive the Settlement Benefits, but you will keep your right to sue Telebrands about the same legal claims in this lawsuit.
OBJECT OR COMMENT BY [DATE]	You may write to the Court about why you do, or do not, like the Proposed Settlement. You must remain in the class to comment in support of or in opposition to the Proposed Settlement.

Questions? Call 1-800 _____ or visit www. _____ .com

APPEAR IN THE LAWSUIT OR ATTEND A HEARING ON [DATE]	You may ask to speak in Court about the fairness of the Proposed Settlement. You may enter your appearance in Court through an attorney at your own expense if you so desire.
DO NOTHING	If you do nothing, you will receive no Settlement Benefits. You also give up your right to sue Telebrands on your own regarding any claims that are part of the Proposed Settlement.

- These rights and options, **and the deadlines to exercise them**, are further explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Proposed Settlement. The Settlement Benefits will be made available if the Court approves the Proposed Settlement and after any appeals are resolved.
- If you have any questions, please read on and visit www._____.com.
- Para una notificación en Español, visite nuestro sitio de Web, www._____.com.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION..... 3

1. Why did I get this Notice?

2. What is this lawsuit about?

3. Why is this a class action and who is involved?

4. Why is there a Proposed Settlement?

WHO IS IN THE PROPOSED SETTLEMENT 4

5. How do I know if I'm part of the Proposed Settlement?

THE PROPOSED SETTLEMENT BENEFITS..... 5

6. What does the Proposed Settlement provide?

HOW YOU GET A PAYMENT — SUBMITTING A CLAIM FORM..... 6

7. How can I get a payment from the Proposed Settlement?

8. What do I do if I didn't get a Claim Form in the mail or by e-mail?

YOUR RIGHTS AND CHOICES - EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT ... 7

9. How do I exclude myself from the Proposed Settlement?

10. If I don't exclude myself, can I sue Telebrands for the same things later?

11. If I exclude myself, can I get Settlement Benefits from the Proposed Settlement?

YOUR RIGHTS AND CHOICES - OBJECTING TO THE PROPOSED SETTLEMENT..... 8

12. How do I tell the Court that I don't like the Proposed Settlement?

13. What's the difference between objecting and excluding?

YOUR RIGHTS AND CHOICES – APPEARING IN THE LAWSUIT 10

14. Can I appear or speak in this lawsuit and Proposed Settlement?

Questions? Call 1-800 _____ or visit www._____.com

15. How can I appear in this lawsuit?

IF YOU DO NOTHING..... 10

16. What happens if I do nothing at all?

THE LAWYERS REPRESENTING YOU..... 10

17. Do I have a lawyer in this case?

18. How will the lawyers be paid?

THE COURT’S FAIRNESS HEARING..... 11

19. When and where will the Court decide whether to approve the Proposed Settlement?

20. Do I have to come to the hearing?

FINAL SETTLEMENT APPROVAL..... 12

21. What is the effect of final settlement approval?

GETTING MORE INFORMATION..... 12

22. Are there more details about the Proposed Settlement?

BASIC INFORMATION

1. Why did I get this Notice?

If you purchased one or more of the Class Products between January 31, 2014 and [DATE], as described on page 1 of this Notice, you have a right to know about a proposed settlement or a class action lawsuit and your options. If you have received this Notice in the mail or by e-mail, you have been identified from available records as a purchaser of the Class Products. You also may have received this Notice because you requested more information after reading the Summary Notice.

The Court ordered that you be given this Notice because you have a right to know about a Proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Proposed Settlement. If the Court approves it, and after objections and appeals are resolved, an administrator approved by the Court will oversee the distribution of the Settlement Benefits that the Proposed Settlement allows. You will be informed of the progress of the Proposed Settlement.

This Notice explains the lawsuit, the Proposed Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The Court in charge of the case is the Superior Court of New Jersey in Bergen County, and the case is known as *Stephen Inocencio, et al. v. Telebrands*, Docket No. L-4378-16. The people who sued are called Plaintiffs, and the company they sued, Telebrands, is called the Defendant.

2. What is this lawsuit about?

The lawsuit alleges violations of consumer protection and warranty laws, and claims that Telebrands made false and misleading statements in connection with the marketing and sale of

Questions? Call 1-800 _____ or visit www._____.com

certain “Pocket Hose” models of expandable garden hoses or the Class Products, including allegations that the products were defective.

Telebrands denies it did anything wrong, and the Court has not made any ruling on the merits of the allegations of the lawsuit.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people, called “Class Representatives” (in this case Plaintiff Stephen Inocencio and Plaintiff John Carvelli) sue on behalf of other people who have similar legal claims, and represent the interests of those people. All of these people together are called a “Class” or “Class Members.” The named plaintiffs who sued are called the Plaintiffs. The company they sued (in this case, Telebrands) is called the Defendant. One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

4. Why is there a Proposed Settlement?

The Court has not decided in favor of either side in the case. Telebrands denies all allegations of wrongdoing or liability against it, and contends that its conduct was lawful. Telebrands is settling to avoid the expense, inconvenience, and inherent risk of litigation, as well as the related disruption of its business operations. The Class Representatives and their attorneys assert that the Proposed Settlement is in the best interests of the Class, because it provides an appropriate recovery now while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals.

WHO IS IN THE PROPOSED SETTLEMENT

To see if you will be entitled to the Settlement Benefits from this Proposed Settlement, you first have to decide if you are a Class Member.

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

You are a Class Member if you purchased any of the following Class Products between January 31, 2014 and X/XX/2016: (i) “Pocket Top Brass II”, (ii) “Pocket Hose Top Brass”, (iii) “Pocket Hose Dura Rib II”, (iv) “Pocket Hose Dura Rib”, (v) “Pocket Hose Ultra”, and (vi) the “Pocket Hose” products.

Excluded from this definition are the following: (a) Telebrands employees, officers and directors, (b) persons or entities who purchased the Settlement Class Products for the purpose of re-sale, (c) retailers or re-sellers of the Settlement Class Products, (d) governmental entities, (e) persons who timely and properly exclude themselves from the Class as provided herein, (f) any natural person or entity that entered into a release with Defendant prior to the Effective Date concerning any of the Settlement Class Products, and (g) the Court, the Court’s immediate family, and Court staff.

Questions? Call 1-800 _____ or visit www._____.com

If you are still not sure whether you are included in the Settlement Class, you can go to www._____.com, or you can call 1-800-_____, and ask for free help.

THE PROPOSED SETTLEMENT BENEFITS

6. What does the Proposed Settlement provide if I submit a claim?

Each Settlement Class Member who completes and sends in a valid Claim Form will be eligible for refunds as follows:

1. For Settlement Class Members who return a Class Product to the Settlement Administrator, you will receive a full refund as specified below (depending on which Class Product you purchased) up to the total amount of units purchased that are returned with Proof of Purchase. Telebrands will provide free shipping to return the Class Product(s).

“Pocket Hose Top Brass 2” and “Pocket Hose Top Brass”

25' length	\$	20.00
50' length	\$	30.00
75' length	\$	40.00
100' length	\$	50.00

“Pocket Hose”; “Pocket Hose Ultra”; “Dura Rib”; and “Dura Rib II”

25' length	\$	13.00
50' length	\$	20.00
75' length	\$	33.00
100' length	\$	40.00

2. For Settlement Class Members who provide a copy of the receipt or a retail rewards submission memorializing the purchase of the Class Products or your purchases appear in Defendant’s records (collectively “Proof of Purchase”), but who do not return the Class Products, you will receive a refund as specified below (depending on which Class Product you purchased) up to the total amount of units purchased that are returned with Proof of Purchase. Your purchases may appear in Defendant’s records if you purchased Class Product directly from Defendant’s website at www.pockethose.com, www.pockethouseultra.com, www.pockethosedurarib.com, or www.pockethosetopbrass.com or by calling a toll free number in response to a television advertisement.

Questions? Call 1-800 _____ or visit www._____.com

“Pocket Hose Top Brass 2” and “Pocket Hose Top Brass”

25' length	\$	10.00
50' length	\$	15.00
75' length	\$	20.00
100' length	\$	25.00

“Pocket Hose”; “Pocket Hose Ultra”; “Dura Rib”; and “Dura Rib II”

25' length	\$	7.00
50' length	\$	10.00
75' length	\$	16.50
100' length	\$	20.00

3. For those Settlement Class Members who neither return the Class Products nor provide a valid receipt nor a retail rewards submission memorializing the purchase of the Class Products nor do your purchases appear in Defendant’s records, but who substantiate their claims through a submission of the Claim Form attesting to their purchase of the Covered Products under penalty of perjury, together with additional information requested by the Settlement Administrator on the Claim Form, a total of \$7.00.

All payments to Settlement Class Members who submit Valid Claims will be made within thirty Day (30) days after the Settlement Approval Order and Final Judgment becomes final (“Final Settlement Approval Date”). All Settlement Class Members who do not opt out of the Proposed Settlement and who submit a Valid Claim shall receive either a cash award or voucher, as set forth above.

In addition, Telebrands will pay for Notice to the Class and administration costs related to this lawsuit. Subject to Court approval, Telebrands will also pay an incentive award not to exceed \$2,500 to each of the two Class Representatives in this lawsuit.

HOW YOU GET A CASH PAYMENT — SUBMITTING A CLAIM FORM

7. How can I get a cash payment from the Proposed Settlement?

Class Members who wish to receive a payment must submit claims.

To submit a claim, you must complete a Claim Form.

Questions? Call 1-800 _____ or visit www. _____ .com

You can complete and/or get a Claim Form on the Internet at http://www._____.com. Read the instructions carefully, and submit it online on or before [_____, 20__].

Alternatively, you may also submit your Claim Form by mailing it to the following address: Pocket Hose Products Litigation Administrator P.O. Box _____. It must be postmarked no later than [_____, 20__].

If you received this Notice in the mail or by e-mail, a Claim Form is enclosed.

TO BE VALID, ALL CLAIMS MUST BE POSTMARKED OR SUBMITTED NO LATER THAN [_____, 20__].

8. What do I do if I didn't get a Claim Form in the mail or by e-mail?

If you did not receive a Claim Form in the mail or by e-mail, you can obtain the Claim Form in one of three ways:

- (1) **Online:** You can download the Claim Form at www._____.com. You can also submit a Claim Form online through the same website.
- (2) **By Phone:** Call toll-free, 1-800 - _____.
- (3) **By Mail:** Write to Pocket Hose Products Litigation Administrator P.O. Box _____. Be sure to include your name and mailing address.

YOUR RIGHTS AND CHOICES - EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

If you do not want to receive the Settlement Benefits from this Proposed Settlement, but you want to keep the right to sue Telebrands, on your own, about the subject matter of this lawsuit, then you must take steps to get out of the Proposed Settlement. This is called excluding yourself – or is sometimes referred to as opting out of the Class.

9. How do I get out or exclude myself from the Proposed Settlement?

To exclude yourself from the Proposed Settlement, which is sometimes called “opting-out” of the Class, you must send a letter by mail saying that you want to be excluded from this lawsuit.

To exclude yourself from the Class, you must postmark a written Request for Exclusion to Pocket Hose Products Litigation Administrator P.O. Box _____. The written Request for Exclusion must be postmarked no later than [_____, 20__].

Your written Request for Exclusion must contain: (1) the name of this lawsuit, *Inocencio v. Telebrands, Docket No. L-4378-16*; (2) your full name and current address; (3) a clear statement

Questions? Call 1-800 _____ or visit www._____.com

of intention to exclude yourself such as “I wish to be excluded from the Class”; and (4) your signature or, if the Class Member is an entity or a person who is unable to sign, an authorized legal representative or guardian’s name and signature.

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not get any Settlement Benefits, and you cannot object to the Proposed Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Telebrands in the future.

10. If I don’t exclude myself, can I sue Telebrands for the same things later?

No. If you do not properly and timely submit a written Request for Exclusion, you waive your right to opt out and will be deemed to be a member of the Class. Unless you exclude yourself, you give up the right to sue Telebrands for the claims that this Proposed Settlement resolves, and you will be bound by the terms of this Proposed Settlement. If you have a pending lawsuit against Telebrands, other than this class action, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, any exclusion request must be signed, mailed, and postmarked by [_____, 20__].

11. If I exclude myself, can I get the Settlement Benefits from this Proposed Settlement?

No. If you exclude yourself, do not send in a claim form to ask for any money. But, you may sue, continue to sue, or be part of a different lawsuit against Telebrands.

YOUR RIGHTS AND CHOICES - OBJECTING TO THE PROPOSED SETTLEMENT

You can tell the Court that you do not agree with the Proposed Settlement or some part of it.

12. How do I tell the Court that I don’t like the Proposed Settlement?

If you are a Class Member, you can object to the Proposed Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To object, you must send a letter that contains the following:

- Your name, current address and telephone number, or your lawyer’s name, address and telephone number if you are objecting through counsel;
- The name of the lawsuit, *Inocencio v. Telebrands*, Docket No. L-4378-16;
- A statement of your objections and the reasons for each objection you make, including the facts supporting your objection and the legal grounds on which your objection is based;
- A list of any documents you may give the Court to support your objection, if any;

Questions? Call 1-800 _____ or visit www. _____ .com

- A list of legal authorities you want the Court to consider;
- The names and addresses of any witness you want to call to testify, and a summary of the witnesses' expected testimony;
- If you (or your lawyer) want to appear and speak at the Fairness Hearing, a statement that you wish to appear and speak;
- Documents sufficient to establish your membership in the Settlement Class, such as verification under oath as to the date and location of your purchase of a Settlement Class Product, or a Proof of Purchase; *and*
- Your signature (or your lawyer's signature).

To object, you must send your written objection and any supporting documents **that is received no later than** [_____, 20__] to the Court at:

Superior Court of New Jersey Law Division
Bergen County Bergen County Justice Center
10 Main Street Hackensack, NJ 07601

You must also send copies of your objection along with any supporting documents **that is received no later than** [_____, 20__] to the following two addresses:

Counsel for the Class:

Antonio Vozzolo
Vozzolo, LLC
345 Route 17 South
Upper Saddle River, NJ 07458
Telephone: (201) 630-8820
E-Mail: avozzolo@vozzolo.com

Counsel for Defendant Telebrands:

Christine A. Amalfe
Gibbons, LLP
One Gateway Center
Newark, NJ 07102
Telephone: (973) 596-4829
E-Mail: camalfe@gibbonslaw.com

If you object through a lawyer, you will have to pay for the lawyer yourself.

13. What's the difference between objecting and excluding?

Objecting is simply telling the Court you do not like something about the Proposed Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

YOUR RIGHTS AND CHOICES – APPEARING IN THE LAWSUIT

Questions? Call 1-800 _____ or visit www. _____ .com

14. Can I appear or speak in this lawsuit and Proposed Settlement?

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and Proposed Settlement. This is called making an appearance. You can also have your own lawyer appear in court and speak for you, but you will have to pay for the lawyer yourself.

15. How can I appear in this lawsuit?

If you want yourself or your own lawyer (instead of Class Counsel) to participate or speak for you in this lawsuit, you must give the Court a paper that is titled a “Notice of Appearance.” The Notice of Appearance must contain the title of the lawsuit, a statement that you wish to appear at the Fairness Hearing, and the signature of you or your lawyer.

Your Notice of Appearance can also state that you or your lawyer would like to speak at the Court’s Fairness Hearing on the Proposed Settlement. If you submit an objection (see question 12 above) and would like to speak about the objection at the Court’s Fairness Hearing, both your Notice of Appearance and your objection should include that information.

Your Notice of Appearance must be signed, mailed and ***postmarked by*** [_____, 20__], to the Court at:

Superior Court of New Jersey
Law Division, Bergen County
Bergen County Justice Center
10 Main Street Hackensack, NJ 07601

Copies of your Notice of Appearance must also be mailed to the same three addresses appearing on page 8 of this Notice, in question 12.

IF YOU DO NOTHING

16. What happens if I do nothing at all?

If you do nothing, you will get no Settlement Benefits from this Proposed Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Telebrands about the subject matter of this lawsuit, ever again.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

The Court has appointed the law firm of Vozzolo LLC as legal counsel or Class Counsel for the Class. You will not be charged for these lawyers.

Questions? Call 1-800 _____ or visit www. _____ .com

18. How will the lawyers be paid?

From the inception of the litigation to the date of the Proposed Settlement, Class Counsel has not received any payment for their services in prosecuting the case or obtaining settlement, nor have they been reimbursed for any out-of-pocket expenses they have incurred. When they ask the Court to approve the Proposed Settlement, Class Counsel will also make a motion to the Court for an award of attorneys' fees and reimbursement of expenses, in a total amount not to exceed \$200,000.00. If the Court grants Class Counsel's request for attorneys' fees and expenses, Telebrands will pay those fees and expenses in addition to (and not out of) the settlement relief that is available to Class Members. No matter what the Court decides with regard to the requested attorneys' fees, Class Members will never have to pay anything toward the fees or expenses of Class Counsel. Class Counsel will seek final approval of the Proposed Settlement on behalf of all Class Members. You may hire your own lawyer to represent you in this case if you wish, but it will be at your own expense.

THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Proposed Settlement. You may attend and you may ask to speak, but you do not have to attend or speak.

19. When and where will the Court decide whether to approve the Proposed Settlement?

The Court has scheduled a Fairness Hearing for [_____, 20__], at 9 a.m. in the Superior Court of New Jersey, 10 Main Street, Hackensack, NJ 07601 to decide whether the settlement is fair, reasonable, and adequate and to determine the amount of attorneys' fees and costs and incentive fee awards. If there are objections, the Court will consider them. The Court may also discuss Class Counsel's request for an award of attorneys' fees and reimbursement of costs. After the hearing, the Court will decide whether to approve the settlement and whether to grant Class Counsel's request for attorneys' fees and expenses. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Class Counsel is working on your behalf and will answer any questions the Court may have, but, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

You do not have to attend the hearing, but you are welcome to come at your own expense. If you file a timely written objection, you are not required to attend the hearing for the Court to consider the objection, but you may come if you want to do so. You may only be heard at the Fairness Hearing if you timely filed a written objection, served it upon Class Counsel and Counsel for the Defendants, and you file a Notice of Intent to Appear at the hearing.

Questions? Call 1-800 _____ or visit www. _____ .com

FINAL SETTLEMENT APPROVAL

21. What is the effect of final settlement approval?

If the Court grants final approval of the Proposed Settlement, all members of the Class will release and forever discharge any and all claims or causes of action that have been, might have been, are now, or could have been brought relating to the transactions, actions, conduct and events that are the subject of this action or settlement, arising from or related to the allegations in the complaint filed in the Action or Telebrands' marketing, advertising, promoting or distributing of Class Products.

If the Proposed Settlement is not approved, the case will proceed as if no settlement had been attempted. There can be no assurance that if the Proposed Settlement is not approved and litigation resumes, the Class will recover more than is provided for under the Proposed Settlement, or will recover anything.

GETTING MORE INFORMATION

22. Are there more details about the Proposed Settlement?

This Notice is only intended to provide a summary of the Proposed Settlement. You may obtain the complete text of the settlement at www._____.com, by writing to the Claims Administrator (at the address listed above), or from the court file, which may be examined and copied during regular office hours at the Superior Court of New Jersey, 10 Main Street, Hackensack, NJ 07601, under Docket No. L-4378-16.

Visit the website, at [http:// www._____.com](http://www._____.com), where you will find the Plaintiffs' Complaints, Stipulation of Settlement, and Claim Forms. You may also contact Class Counsel by email at avozzolo@vozzolo.com, or by writing to Pocket Hose Products Litigation Administrator P.O. Box _____.

PLEASE DO NOT CALL OR DIRECT ANY INQUIRIES TO THE COURT.

This Notice is given with the approval and at the direction of the Court.

Questions? Call 1-800 _____ or visit www._____.com

EXHIBIT C

STEPHEN INOCENCIO and JOHN
CARVELLI, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

TELEBRANDS CORPORATION,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BERGEN COUNTY

Docket No. BER-L-4378-16

**ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, FINAL JUDGMENT AND ORDER OF DISMISSAL**

WHEREAS, Plaintiffs Stephen Inocencio and John Carvelli ("Plaintiffs"), moved for an Order, pursuant to New Jersey Court *Rule* 4:32-2(e), seeking final approval of a class action settlement, and entry of final judgment dismissing the Amended Complaint, following the Court's issuance of an Order, dated _____, 2017, preliminarily approving such settlement and directing that notice be provided accordingly (the "Motion"); and

WHEREAS Defendant Telebrands Corporation ("Telebrands") joined in the motion and sought the same relief;

WHEREAS, Digital Settlement Group effectuated notice to the Settlement Class in accordance with the Preliminary Approval; and

WHEREAS the Court reviewed the submissions of the Parties, all properly and timely filed objections to the class action settlement and the parties' responses to such objections (of which there were _____), and proof of completion of notice, and held a Fairness Hearing, pursuant to New Jersey Court *Rule* 4:32-2(e)(1)(C), on _____, 2017 (the "Fairness Hearing"); and

WHEREAS the Court has found that the Parties are entitled to the relief they seek;

IT IS ORDERED that the Motion is GRANTED, subject to the following terms and conditions:

1. With respect to the Settlement Class defined below, the Court finds and concludes, for settlement purposes only, that: (a) the Settlement Class Members are so numerous as to make joinder of them impracticable; (b) there are questions of law and fact common to the Settlement Class, and such questions predominate over any questions affecting only individual Settlement Class Members; (c) Plaintiffs' claims and the defenses asserted thereto are typical of the claims of Settlement Class Members and the defenses asserted thereto; (d) Plaintiffs and their counsel have fairly and adequately protected the interests of Settlement Class Members throughout this action; (e) common questions of law and fact predominate over questions affecting only individual Class Members, rendering the Class sufficiently cohesive to warrant a nationwide class settlement; and (f) the certification of the Class is superior to individual litigation and/or settlement as a method for the fair and efficient resolution of this matter.

2. The Court therefore determines that this action satisfies the prerequisites for class certification set forth in New Jersey Court *Rule* 4:32-1(a), and may be maintained as a class action under New Jersey Court *Rule* 4:32-1(b)(3), with the VOZZOLO LLC representing the following Settlement Class, which the Court hereby certifies:

All persons in the United States, its territories, or at any United States military facility or exchange who purchased the following Settlement Class Products on or after January 31, 2014 and through the date of the Preliminary Approval Order: (i) "Pocket Top Brass II", (ii) "Pocket Hose Top Brass", (iii) "Pocket Hose Dura Rib II", (iv) "Pocket Hose Dura Rib", (v) "Pocket Hose Ultra", and (vi) the "Pocket Hose" models. Excluded from the Class are: (a)

Telebrands employees, officers and directors, (b) persons or entities who purchased the Settlement Class Products for the purpose of re-sale, (c) retailers or re-sellers of the Settlement Class Products, (d) governmental entities, (e) persons who timely and properly exclude themselves from the Class as provided herein, (f) any natural person or entity that entered into a release with Defendant prior to the Effective Date concerning any of the Settlement Class Products, and (g) the Court, the Court's immediate family, and Court staff.

The Settlement Class, which will be bound by this Order, includes all Settlement Class Members who did not submit a valid request for exclusion from the Settlement Class.

3. Notice to the Settlement Class has been provided in accordance with the Preliminary Approval Order, dated _____, 2016. Such Notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies the requirements of due process. The Notice apprised the members of the Settlement Class of the pendency of the litigation, of all material elements of the proposed settlement, of the *res judicata* effect on the members of the Settlement Class, and of their opportunity to opt out of the settlement, to comment on and object to the settlement, and to appear at the Fairness Hearing. Full opportunity has been afforded to the members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all members of the Settlement Class are bound by this Order and by the final judgment to be entered pursuant to this Order.

4. The Settlement Agreement dated September 6, 2015 (the "Settlement Agreement") was arrived at after extensive arm's length negotiations conducted in good faith by counsel for the Parties, and is supported by the majority of the members of the Settlement Class.

5. Further, that in negotiating, entering into, and implementing the Settlement, the Plaintiffs and Class Counsel have fairly and adequately represented and protected the interests of all of the Settlement Class Members.

6. Through _____, 2016, _____ members of the Settlement Class has timely and properly opted out of the Settlement, and are listed on Exhibit 2 to this Order.

7. The Settlement is fair, reasonable and adequate in light of the substantial relief obtained, the complexity, expense and duration of the litigation, and the risks inherent and involved in establishing liability and damages, and in maintaining the class action as to liability issues through trial and appeal.

8. The promises and commitments of the parties under the terms of the Settlement Agreement constitute fair value given in exchange for the releases of the Released Claims against the Released Parties (both as defined in the Settlement Agreement). The following claims are therefore released against Telebrands and the other Released Parties:

Any and all claims, demands, actions, causes of action, lawsuits, arbitrations, damages, or liabilities whether legal, equitable, or otherwise, relating in any way to the claims asserted or the factual allegations made in the Action, including without limitation the allegations that the Settlement Class Products (i) are defective, and (ii) were misleadingly marketed as durable garden hoses, and/or in any other way.

9. This Order, the Settlement Agreement, the Settlement that it reflects, the certification of the Settlement Class hereunder, and any and all acts, statements, documents, or proceedings relating to the Settlement are not, and may not be construed as, or used as, an admission by or against the above Released Parties of (1) any fault, wrongdoing or liability on their part, (2) the propriety of class certification in any other proceeding, or (3) the validity of any released claim or the existence or amount of damages.

10. The terms of the Settlement Agreement and the Final Approval Order are binding on the Plaintiffs and all other Class Members, as well as their heirs, executors and administrators, successors and assigns.

11. The Parties and each Settlement Class Member have irrevocably submitted to the jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the Settlement Agreement.

12. It is in the best interests of the parties and the Settlement Class Members, and consistent with principles of judicial economy, that any dispute between any Settlement Class Member (including any dispute as to whether any person is a Settlement Class Member) and any of the Released Parties (as defined in the Settlement Agreement) which in any way relates to the applicability or scope of the Settlement Agreement or this Order should be presented exclusively to this Court for resolution by this Court.

IT IS FURTHER ORDERED as follows:

A. The Parties' request for final approval of the Class Action Settlement is GRANTED.

B. The Settlement Agreement submitted by the parties is finally approved as fair, reasonable, adequate, just, and in the best interests of the Settlement Class, and the parties are hereby directed to consummate the Settlement Agreement in accordance with its terms.

C. The proposed method for providing relief to Settlement Class Members, as set forth in the Settlement Agreement, is finally approved as fair, reasonable, adequate, just, and in the best interests of the Settlement Class.

D. The Court approves a payment of \$ _____ in fees and expenses to Class Counsel (as defined in the Preliminary Approval Order), which shall be paid within five (5) calendar days after the entry the Final Approval Order.

E. The incentive award of \$2,500 to the Class Representatives Stephen Inocencio and John Carvelli is approved and shall be paid within ten (10) calendar days after the Final Settlement Approval Date as defined in the Settlement Agreement.

E. Telebrands shall issue payments or a letter explaining the rejection of their Claim Form to the Settlement Class Members, within 30 calendar days of the Final Settlement Approval Date as defined in the Settlement Agreement.

F. All claims asserted in this Action are hereby dismissed on the merits with prejudice.

G. Without affecting the finality of the judgment entered pursuant to this Order, this Court retains continuing jurisdiction regarding the Settlement, including the administration, consummation and enforcement of the Settlement Agreement. In addition, without affecting the finality of the judgment entered pursuant to this Order, this Court retains jurisdiction over the parties and each member of the Settlement Class, who are deemed to have submitted irrevocably to the exclusive jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of or relating to this Order.

H. The Court finds that there is no reason for delay and directs the Clerk to enter judgment in accordance with the terms of this Order.

DATE:

HON. ROBERT C. WILSON, J.S.C.

EXHIBIT D

LEGAL NOTICE

If You Purchased Pocket Hose Products, You Could Receive a Cash Payment as Part of a Proposed Class Action Settlement

Inocencio et al. v. Telebrands Corp., Docket No. L-4378-16

WHAT IS THIS NOTICE ABOUT?

A lawsuit is pending in the Superior Court of New Jersey in Bergen County (the “Action”) that may affect your rights. The Action claims that Telebrands Corporation (“Telebrands”) made false and misleading statements in connection with the marketing and sale of the certain “Pocket Hose” models of expandable garden hoses, including: (i) “Pocket Top Brass II”, (ii) “Pocket Hose Top Brass”, (iii) “Pocket Hose Dura Rib II”, (iv) “Pocket Hose Dura Rib”, (v) “Pocket Hose Ultra”, and (vi) the “Pocket Hose” products (the “Class Products”). The Court has not ruled in favor of Plaintiffs or Telebrands. Instead, the parties agreed to a proposed settlement to avoid the expense and risks of continuing the lawsuit.

WHO IS INCLUDED?

The Settlement includes all persons in the United States who purchased the following Telebrands Pocket Hose line of products between January 31, 2014 and X/XX/2016: (i) “Pocket Top Brass II”, (ii) “Pocket Hose Top Brass”, (iii) “Pocket Hose Dura Rib II”, (iv) “Pocket Hose Dura Rib”, (v) “Pocket Hose Ultra”, and (vi) the “Pocket Hose” products.

WHAT DOES THE SETTLEMENT PROVIDE?

If approved, the settlement will provide cash refunds to those who submit valid Claim Forms for Class Products purchased between January 31, 2014 and X/XX/2016. For Settlement Class Members who return a Class Product to the Settlement Administrator you will receive a full refund between \$13.00 and \$50.00 (depending on which Class Product you purchased) up to the total amount of units purchased that are returned with Proof of Purchase. Telebrands will provide free shipping to return the Class Product(s). For Settlement Class Members who provide a copy of the receipt or a retail rewards submission memorializing the purchase of the Class Products or your purchases appear in Defendant’s records, but who do not return the Class Products, you will receive a refund between \$7 and \$25 (depending on which Class Product you purchased) for each Class Product purchased. For Settlement class members who neither return the Covered Products nor provide a valid receipt, but who substantiate their claims through a submission attesting to their purchase of the Covered Products under penalty of perjury, together with additional information requested by the Settlement Administrator on the Claim Form, a total \$7.00. You may submit one claim per settlement without valid Proof of Purchase.

WHAT ARE MY RIGHTS ?

You have a choice of whether to stay in the Class or not, and you must decide this now. If you stay in the Class, you will be legally bound by all orders and judgments of the Court, and you won’t be able to sue, or continue to sue, Telebrands as part of any other lawsuit involving the same claims that are in this lawsuit. This is true even if you do nothing by not submitting a claim.

1. You Can Accept the Settlement. Class Members who wish to receive Settlement Benefits **must** submit claims by [DATE]. You can complete and/or get a Claim Form at (1) on the Internet at www._____, (2) by calling 1-800-[XXXX], or (3) mailing a request for a Claim Form to Pocket Hose Products Litigation Administrator, P.O. Box _____. Read the instructions carefully, fill out the form, and submit it online on or before [DATE]. Alternatively, you may also submit a Claim Form by mailing it to the following address: [ADDRESS]. It must be postmarked no later than [DATE]. If you fail to submit a timely Claim Form and do not exclude yourself from the settlement, then you will be bound by the settlement but will not receive any Settlement Benefits.

2. You Can Object to the Settlement. If you believe the settlement is unsatisfactory, you may file a written objection with the Clerk of the Court for the Superior Court of New Jersey, Law Division, Bergen County and send copies to the following Counsel representing the Class and Telebrands:

Plaintiffs’ Counsel

Antonio Vozzolo
Vozzolo, LLC
345 Route 17 South
Upper Saddle River, NJ
07458

Telebrands Counsel

Christine A. Amalfe
Gibbons, PC
One Gateway Center
Newark, NJ 07102

3. You Can “Opt Out” of the Settlement. If you exclude yourself from the Class – which is sometimes called “opting-out” of the Class – you won’t get any Settlement Benefits from the Proposed Settlement. You will also be responsible for any attorney’s fees and costs you incur if you choose to pursue your own lawsuit. Such notice shall be in writing and include your name, current address, signature, and a statement that you want to be excluded from the lawsuit *Inocencio v. Telebrands, Docket No. L-4378-16*, no later than [DATE]. Send the written notice to _____ Claims Administrator, P.O. [____].

THE FAIRNESS HEARING

On _____, 2017, at _____ a m., the Court will hold a hearing in the Superior Court of New Jersey in Bergen County to determine: (1) whether the proposed Settlement is fair, reasonable and adequate and should receive final approval; and (2) whether the application for Plaintiffs’ attorneys’ fees and expenses should be granted. Objections to the proposed Settlement by Class Members will be considered by the Court, but only if such objections are filed in writing with the Court and sent to Plaintiffs’ and Telebrands counsel by _____, 2017. Class Members who support the proposed Settlement do not need to appear at the hearing or take any other action to indicate their approval. You may hire your own lawyer; however, if you do, you will be responsible for paying that lawyer on your behalf.

HOW CAN I GET MORE INFORMATION?

If you have questions or want more information about this lawsuit and your rights, visit www._____.com.

You may also contact Class Counsel at avozzolo@vozzolo.com, or by writing to: Pocket Hose Products Litigation Administrator P.O. Box _____, or by calling [1-800-_____]]. Para una notificación en Español, visite nuestro sitio de Web, www._____.com.

Please do not contact the Court or Clerk for information.
By order of the Superior Court of New Jersey, Bergen County.