

FILED
10-10-2018
CIRCUIT COURT
DANE COUNTY, WI
2018CV000321

STATE OF WISCONSIN : CIRCUIT COURT : DANE COUNTY
BRANCH 3

STEVEN LIPTAI
3 Fairview Ave.
Secaucus, NJ 07094

Individually and on behalf of all others
similarly situated,

Plaintiff,

v.

SPECTRUM BRANDS HOLDINGS, INC.
3001 Deming Way,
Middleton, WI 53562;

APPLICA CONSUMER PRODUCTS, INC.
3633 South Flamingo Road,
Miramar, FL 33027; and

DOES 1-10, inclusive,

Defendants.

Case No. 2018CV000321

Classification Code: 30301

CLASS ACTION SETTLEMENT AGREEMENT

This Class Settlement Agreement (“Agreement”) is entered into by and between:

(i) Plaintiff Steven Liptai (“Plaintiff” or “Settlement Class Representative”), for himself and on behalf of the Settlement Class; and (ii) Spectrum Brands, Inc. (All capitalized terms used herein are as defined in Section 2.)

1. RECITALS

1.1 On February 5, 2018, the Settlement Class Representative filed a Class Action Complaint against Defendants Spectrum Brands Holdings, Inc. and Applia Consumer Products, Inc. (now known as Spectrum Brands, Inc.) in the Circuit Court of Wisconsin, Dane County. In that complaint, the Settlement Class Representative alleged that “Defendants acquired a license to use the brand name “Black & Decker” on certain small household appliances, including coffeemakers” and “consistently and uniformly represent that the Products are genuine “Black & Decker products.” Settlement Class Representative further alleged that “Defendants fail to advise consumers in a clear and prominent manner that it is actually Defendants, not the Black & Decker company, that manufactures and warrants the Products.” Settlement Class Representative further alleged that “Defendants uniformly advertise and market [coffeemakers] in terms of “cup” capacity of the carafe” but the coffeemakers “provide substantially less than 8-fluid ounces per “cup.” The complaint further alleged that Settlement Class Representative and the proposed class members relied upon these representations and paid more than they otherwise would have paid if they had known the products were not manufactured or warranted by Black & Decker and did not have the represented capacity. Plaintiff asserted claims against Defendants for breach of express warranties, fraud, and Defendants' violations of Wisconsin's Deceptive Trade Practices Act, Wisconsin Statutes § 100.18 (the “WDTPA”).

1.2 Following the execution of this Agreement, Settlement Class Representative will file a Conditional First Amended Complaint in this Action to add additional facts and claims that Defendants made substantially similar false and misleading representations in connection with other licensed small kitchen appliances. The Conditional First Amended

Complaint alleges that Settlement Class members relied upon these representations and paid more than they otherwise would have paid if they had known the products were not manufactured by the brand shown on the product and its packaging.

1.3 The Settlement Class Representative believes that the claims have merit. However, the Settlement Class Representative and Settlement Class Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the claims through trial, appeals, and ancillary actions. They also have taken into account the uncertain outcome and the risk of any litigation, as well as the difficulties and delays inherent in such litigation. They believe that the settlement set forth in this Agreement confers substantial benefits upon the Settlement Class. Based upon their evaluation, they have determined that the settlement set forth in this Agreement is in the best interest of the Settlement Class.

1.4 Spectrum Brands has denied and continues to deny all liability with respect to any and all of the Released Claims or the facts alleged in support thereof and has denied and continues to deny all charges of wrongdoing or liability arising out of or relating to any conduct, acts, or omissions alleged or that could have been alleged in the Action. Spectrum Brands' willingness to resolve the Released Claims on the terms and conditions embodied in this Agreement is based on, among other things: (i) the time and expense associated with litigating the Released Claims through trials and any appeals; (ii) the benefits of resolving the Released Claims, including limiting further expense, inconvenience, and distraction, disposing of burdensome and litigation, and permitting Spectrum Brands to conduct its business unhampered by the distractions of continued litigation; and (iii) the uncertainty and risks inherent in any litigation.

1.5 This Agreement is the product of extensive, arms-length, and vigorously-contested settlement discussions. The Parties engaged in a full-day, in person mediation with the Honorable Angela Bartell (Ret.) on June 18, 2018, and continued telephone and email negotiations supervised by Judge Bartell. Before and during the settlement

discussions, the Parties had an arms'-length exchange of sufficient information to permit the Settlement Class Representative and Settlement Class Counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions

1.6 The Parties negotiated and reached agreement on the maximum amount of Class Counsel attorneys' fees and expenses only after reaching agreement on all other material terms of this Agreement.

1.7 Based upon the discovery and investigation to date and evaluation of the facts and law relating to the matters alleged in the pleadings, Settlement Class Representative and Settlement Class Counsel have agreed to settle, subject to court approval and confirmatory discovery, the claims asserted in the Action pursuant to the provisions of this Agreement. In so doing, Settlement Class Representative and Settlement Class Counsel have considered the terms of this Agreement, the numerous risks of continued litigation and other factors, including but not limited to the following: (i) the expense and length of time necessary to prosecute the Action through trial; (ii) the uncertainty of outcome at trial and the possibility of an appeal by either side following the trial; (iii) the possibility that a contested class might not be certified, and if certified, the possibility that such certification would be reversed on appeal; (iv) the fact that Defendants' would file a motion for summary judgment that, if granted, would dispose of all or many of the claims in this Action; and (v) the benefits being made available to the Settlement Class members under the terms of this Agreement.

1.8 **NOW THEREFORE**, subject to Court approval, as hereinafter provided, it is hereby stipulated and agreed by the Parties that, in consideration of the promises and covenants set forth in this Agreement, this Action shall be settled and compromised upon the terms and conditions contained herein.

2. DEFINITIONS

The definitions contained herein shall apply only to this Agreement and shall not apply to any other agreement, including, without limitation, any other settlement agreement, nor shall they be used as evidence, except with respect to this Agreement, of the meaning of any term. Furthermore, each defined term stated in a singular form shall include the plural form, and each defined term stated in a plural form shall include the singular form. As used in this Agreement, in addition to any definitions elsewhere in this Agreement, the following terms shall have the meanings set forth below:

2.1 “Action” means and refers to *Steven Liptai v. Spectrum Brands Holdings, Inc., et al.*, pending in the Dane County Circuit Court.

2.2 “Agreement” means and refers to this settlement agreement.

2.3 “Claim Amount” means and refers to the amount to be paid to each Participating Claimant under the terms of this Agreement.

2.4 “Claim Form” means and refers to a claim form substantially in the form of Exhibit 1 attached hereto and as approved by the Court. The Parties agree to the form and content of all exhibits attached to this Agreement.

2.5 “Claims Period” means and refers the 90-day period of time following the commencement of the Notice Program during which period Settlement Class members may submit a completed Claim Form.

2.6 “Class Period” means and refers to February 5, 2014 through the entry of the Preliminary Approval Order.

2.7 “Covered Products” means and refers to appliances produced by or for Spectrum Brands pursuant to a license agreement, including Black & Decker brand air fryers, blenders, can openers, coffee grinders, coffee makers, electric knives, food processors, grills, irons, juicers, kettles, mixers, quesadilla makers, rice cookers, skilletts and other surface cookers, slow cookers, steamers and other container cookers, toasters, toaster

ovens, and waffle makers and Farberware brand coffee urns and percolators, food processors, and toaster ovens.

2.8 “Court” means and refers to the Circuit Court of Wisconsin, Dane County.

2.9 “Email Notice” means and refers to the email notice substantially in the form of Exhibit 2 attached hereto and approved by the Court.

2.10 “Final Approval Hearing” means and refers to the hearing that is to take place after the entry of a Preliminary Approval order, the implementation of the Notice Program, and the expiration of the Claims Period for purposes of: (a) determining whether the Agreement should be approved as fair, reasonable, and adequate, and in the best interests of the Settlement Class members; (b) entering the Final Approval Order; and (c) ruling upon an application for an award of attorneys’ fees, costs, and incentive payment.

2.11 “Final Approval Order” means and refers to the Court’s judgment and order(s) granting final approval to the settlement and awarding attorneys’ fees, costs, and expenses.

2.12 “Final Effective Date” means and refers to the latest of the following: (i) the date of final affirmance of the Final Approval Order following any and all appeals of such Order; (ii) the date of final dismissal with prejudice of any and all appeals from the Final Approval Order; and (iii) if no appeal is filed, the expiration date of the time for filing or noticing any valid appeal from the Final Approval Order.

2.13 “Long Form Notice” means and refers to the full notice substantially in the form of Exhibit 5 attached hereto and approved by the Court.

2.14 “Notice Program” means and refers to the notice procedures set forth in Section 6.

2.15 “Opt Out” means a request by a Settlement Class member to be excluded from the Settlement Class by following the procedures set forth in this Agreement.

2.16 “Opt Out Period” means and refers to the 45-day period of time following the commencement of the Notice Program during which period Settlement Class members may exercise the right to Opt Out of the Settlement Class pursuant to the provisions of Section 7.

2.17 “Participating Claimants” means and refers to members of the Settlement Class who submit timely, complete, and valid Claim Forms and who are determined by the Settlement Administrator to be eligible for benefits under this Agreement.

2.18 “Parties” means and refers to Spectrum Brands and the Settlement Class Representative, on behalf of the Settlement Class.

2.19 “Person” means and refers to any individual, proprietorship, corporation, partnership, association, trustee, unincorporated association, or any other type of legal entity.

2.20 “Post Card Notice” means and refers to the mail notice substantially in the form of Exhibit 3 attached hereto and approved by the Court.

2.21 “Preliminary Approval Order” means and refers to the Court’s order substantially in the form of Exhibit 6 attached hereto, granting preliminary approval of this Agreement.

2.22 “Published Notice” means and refers to the published notice substantially in the form of Exhibit 4 attached hereto and approved by the Court.

2.23 “Released Claims” means and refers to any claim, liability, right, demand, suit, matter, obligation, lien, damage, punitive damage, exemplary damage, penalty, loss, cost, expense, debt, action, or cause of action, of every kind and/or nature whatsoever whether now known or unknown, suspected or unsuspected, asserted or unasserted, latent or patent, which any Releasing Party now has, or at any time ever had, regardless of legal theory or type or amount of relief or damages claimed, which: (i) in any way arises out of, is based on, or relates in any way to representations pertaining to the branding, identification of the manufacturer, identification of the warrantor, and/or “cup” capacity of Covered

Products; and/or (ii) is asserted in the First Amended Complaint filed in this Action.

However, Released Claims shall not include claims for personal injury.

2.24 “Releasing Parties” means and refers to the Settlement Class and its members, agents, attorneys, partners, joint venturers, affiliates, predecessors, successors, spouses, heirs, assigns, insurers, and any other Persons or entities claiming by or through the Settlement Class, in their capacities as such.

2.25 “Released Parties” means and refers to Spectrum Brands, Defendants, and all other Persons.

2.26 “Settlement Administrator” means and refers to Digital Settlement Group or equivalent class action administration firm identified by the Parties and approved by the Court to administer and oversee the notice program and the claims administration, as described in this Agreement.

2.27 “Settlement Class” means and refers to all Persons who purchased one or more Covered Products between February 5, 2014 and the entry of the Preliminary Approval Order. Excluded from the Settlement Class are: (i) all Persons who purchased or acquired the Products for resale; (ii) Spectrum Brands and Defendants, and their respective employees; (iii) any Person who properly and timely opts out pursuant to this Agreement; (iv) federal, state, and local governments (including all agencies and subdivisions thereof (but employees thereof are not excluded)); and (v) the judges to whom this Action is assigned and any member of their immediate family.

2.28 “Settlement Class Counsel” means and refers to Ademi & O’Reilly, LLP and Vozzolo LLC.

2.29 “Settlement Class Representative” means and refers to Steven Liptai.

2.30 “Settlement Fund” means and refers to the financial institution account established to hold all proceeds that are required to be deposited by Spectrum Brands pursuant to subsections 10.1, 10.2, and 10.3 of this Agreement.

2.31 “Settlement Orders” means and refers to the orders entered to implement the terms of this Agreement, including, but not limited to, the Preliminary Approval Order and the Final Approval Order.

2.32 “Spectrum Brands” means and refers to Spectrum Brands, Inc. (Defendant Applica Consumer Products, Inc. is now known as Spectrum Brands, Inc.)

3. SETTLEMENT PURPOSES ONLY

3.1 General. This Agreement is for settlement purposes only.

3.2 No Admissions. This Agreement, any negotiations, proceedings, documents or anything else related to this Agreement, its implementation, or its judicial approval (as well as the fact of this settlement and any acts or documents related to the settlement or its implementation) shall not be construed as, or deemed to be evidence of, any admission or concession by any of the Parties regarding the claims in dispute. By entering into this Agreement, it is understood that the Released Parties do not admit and expressly deny that they have breached any duty, obligation, or agreement; deny that they have engaged in any illegal, tortious, or wrongful activity; deny that they are liable to any member of the Settlement Class or any other Person; and/or deny that any damages have been sustained by any member of the Settlement Class or by any other Person in any way arising out of or relating to the alleged conduct. This Agreement, any negotiations, proceedings, documents or anything else related to this Agreement, its implementation, or its judicial approval (as well as the fact of this settlement and any acts or documents related to the settlement or its implementation) shall not be construed as, or deemed to be evidence of, any admission or concession by any of the Parties or any other Person regarding any matter, including, without limitation, the absence or presence of liability, the absence or presence of damage, or the propriety or impropriety of class treatment.

3.3 Permissible Uses Of Agreement/Fact Of Settlement. This Agreement, any negotiations, proceedings, or documents related to the Agreement, its implementation, or its judicial approval (as well as the fact of this Agreement and any acts or documents related to the Agreement or its implementation) cannot be asserted or used by any Person to support a contention that class certification is proper or improper or that liability does or does not exist, or for any other reason, in the above-captioned action or in any other proceedings; provided, however, Settlement Class members, Settlement Class Counsel, Spectrum Brands, other Released Parties, and any Person who is the beneficiary of a release set forth herein, may reference and file this Agreement, and any resulting Order or Judgment, with the Court, or any other tribunal or proceeding, in connection with the implementation or enforcement of its terms (including but not limited to the releases granted therein, or any dispute related thereto).

3.4 Conditional First Amended Complaint. Settlement Class Counsel shall file and serve a mutually-agreeable “Stipulation and [Proposed] Order Re Conditional Filing of First Amended Complaint” with the Court. The filing of the amended complaint is subject to automatic revocation at any time in the event that: (i) the Court does not enter the Final Approval Order; or (ii) any such Final Approval Order does not become final for any reason. Upon such revocation, the prior version of the complaint shall again become the operative complaint for all purposes as if the proposed amended complaint had never been filed. Such revocation shall be without prejudice to a motion for leave for re-filing. The Parties agree that Defendants’ time to respond to the amended complaint shall be stayed pending the settlement approval process.

3.5 Conditional Certification. The Parties hereby agree, solely for purposes of this settlement, to the certification of a nationwide Settlement Class pursuant to Wisconsin Stat. section 803.08, to the conditional appointment of Settlement Class Counsel and to the conditional approval of Plaintiff as a suitable Settlement Class Representative. However, if the Court ultimately does not grant final approval of the proposed settlement, or if the Final

Approval Order does not become final, Spectrum, Defendants and all other Persons retain all rights they had immediately preceding this Agreement to object to the maintenance of this Action as a class action and that, in any event, nothing in this Agreement or in any other papers or proceedings relating to the settlement shall be used as evidence or argument by or against any Party concerning the propriety of class certification in this or any other proceeding.

4. JURISDICTION

4.1 Continuing Jurisdiction. To the full extent under Wisconsin law, the Court has, and shall continue to have, jurisdiction to make any orders as may be appropriate to effectuate, consummate, and enforce the terms of this Agreement, to approve awards of attorneys' fees and costs pursuant hereto, and to supervise the administration of this Agreement. Except for those matters specifically identified in this Agreement as being subjects for decision by the Settlement Administrator, and any other claims-related matters which Settlement Class Counsel and Spectrum Brands later agree in writing to refer to the Settlement Administrator, any dispute or question relating to or concerning the interpretation, enforcement, or application of this Agreement shall be presented to the Court for resolution.

5. COURT APPROVAL OF THE SETTLEMENT

5.1 Confirmatory Discovery. The Parties agree that Settlement Class Counsel may, at its option, conduct confirmatory discovery, including but not limited to written interrogatories and document requests.

5.2 Preliminary Approval. Following the execution of this Agreement, and if the responses to the confirmatory discovery are consistent with the previously-provided information and Class Settlement Counsel's own investigation, the Parties shall move the Court for an order, that, in accordance with this Agreement and for settlement purposes only: (i) conditionally certifies the Settlement Class under Wisconsin Stat. section 803.08; (ii) preliminarily approves this settlement; (iii) approves and authorizes the implementation

of the Notice Program; (iv) approves the Settlement Administrator; (v) appoints Plaintiff as Settlement Class Representative; and (vi) appoints Plaintiff's counsel as Settlement Class Counsel. In connection therewith, Settlement Class Counsel shall submit to the Court a mutually-acceptable proposed Preliminary Approval Order.

5.3 Objection Period. Subject to Court approval, Settlement Class members shall have 45 days from the commencement of the Notice Program to file and serve objections to this Agreement.

5.4 Opt Out Period. Subject to Court approval, Settlement Class members shall have 45 days from the commencement of the Notice Program to opt out of the Settlement Class and this Agreement.

5.5 Final Approval. After the expiration of the Opt Out Period, if the Agreement has not been terminated, the Parties shall move the Court for final approval of this Agreement. In connection therewith, Settlement Class Counsel shall submit to the Court a mutually-acceptable proposed Final Approval Order. The Parties will jointly seek to schedule a final approval hearing that is approximately 30 days following the expiration of the Claims Period.

6. CLASS NOTICE PROCEDURES

6.1 Content. The Long Form Notice shall: (i) inform the Settlement Class members that, if they do not opt out from the settlement, they may be eligible to receive a partial refund; (ii) contain a short, plain statement of the background of this Action, the certification of the Settlement Class for settlement purposes, and the proposed settlement; (iii) describe the proposed settlement relief outlined in this Agreement; (iv) state that the proposed settlement benefits are contingent on the Court's entry of the Final Approval Order; (v) inform Settlement Class members that they may opt out or exclude themselves from the Settlement Class by submitting a written exclusion request no later than 45 days after the commencement of the Notice Program; (vi) inform Settlement Class members that, if they do not opt out, they may, if they desire, object to the proposed settlement by filing

and serving a written statement of objections no later than 45 days after the commencement of the Notice Program; (vi) inform Settlement Class members that they may appear at the Final Approval Hearing; (vii) inform Settlement Class members that any judgment entered in this Action, whether favorable or unfavorable to the Settlement Class, may include and be binding on all Settlement Class members who have not excluded themselves from the Settlement Class, even if they have objected to the proposed settlement and even if they have any other claim, lawsuit, or proceeding pending against any of the Released Parties; and (viii) explain that Settlement Class members who have not timely submitted a written opt out request may submit a Claim Form seeking a partial refund during the Claims Period.

6.2 Email And Postcard Notice. Within 15 days after the entry of the Preliminary Approval Order, Spectrum Brands shall submit to the Settlement Administrator, the name, email address, and mailing address, to the extent reasonably retrievable from its records, of each known Settlement Class member. Within 7 days after receipt of this information, the Settlement Administrator and/or its designee shall run a national change of address update on each mailing address. The Settlement Administrator shall then send the Email Notice (or, where no email address is available, the Postcard Notice) to each known Settlement Class Member. The Settlement Administrator shall also send the Postcard Notice to Settlement Class members whose Email Notice "bounces back" as undeliverable.

6.3 Publication Notice. Promptly after entry of the Preliminary Approval Order, the Settlement Administrator or its designee shall commence publishing the Published Notice in People Magazine or a similar publication (one-third page).

6.4 Internet Notice. The Settlement Administrator will implement a digital notice campaign that is designed by the Settlement Administrator, agreed to by the Parties, and approved by the Court.

6.5 Settlement Website. Prior to the commencement of the Email, Postcard, Publication, and Internet Notice, the Settlement Administrator shall establish a settlement website capable of providing generalized information, including this Agreement, applicable deadlines, the identity of Settlement Class Counsel, the Long Form Notice, the Preliminary Approval Order, FAQs, and the Claim Form. The website shall be maintained by the Claims Administrator until after both the hearing on the final approval of this Agreement and the expiration of the Claims Period.

6.6 Cost Of The Notice Program. The cost of Notice Program shall be paid from the settlement proceeds.

6.7 Records Of Notice. The Settlement Administrator shall keep records of all notices and the cost thereof.

7. RIGHT OF EXCLUSION

7.1 Procedure. Settlement Class members may opt out of the Settlement Class at any time during the Opt Out Period. Any Settlement Class member who does not wish to participate in this settlement must send to the Settlement Administrator a written request to exclude himself or herself from this Agreement, which request should contain the Settlement Class member's name, address, and telephone number. Such request for exclusion must be postmarked or received by the Settlement Administrator before the end of the Opt Out Period. All Settlement Class members who do not opt out in accordance with this Agreement during the Opt Out Period will be deemed Settlement Class members for all purposes under this Agreement. Any Person who timely opts out shall no longer be a Settlement Class member, is not entitled to object to the approval of this Agreement, and is not entitled to any relief under and is not affected by this Agreement. "Mass" or "Class" opt outs shall not be allowed.

7.2 Withdrawal Of Election To Opt Out. Prior to the entry of the Final Approval Order, any Person who has elected to opt out may withdraw that election by notifying the Settlement Administrator in writing that he or she wishes to be a member of the Settlement Class. The Settlement Administrator shall maintain records of all withdrawn opt outs, and shall provide such information to the Parties and to the Court. At any time after the entry of the Final Approval Order, any Person who has elected to opt out of this Agreement may withdraw that election only upon receiving the written consent of Spectrum Brands and Court approval.

7.3 Multiple Purchases. A Person who purchased more than one Covered Product may exercise his or her election to opt out of the Settlement Class only by doing so with respect to all such purchases.

8. RIGHT TO OBJECT

8.1 Procedure. Any Settlement Class member, on his or her own, or through an attorney hired at his or her own expense, may object to the proposed settlement or the requests for attorneys' fees, costs/expenses, and/or an incentive award. To be considered, such objections must: (i) be filed with the Court and served on Class Counsel and Spectrum's Counsel during the Objection Period; and (ii) be in writing and include all of the following information: (a) the name of this Action; (b) the objector's full name, address, and telephone number (and, if applicable, the objector's lawyer's full name, address, and telephone number; (c) a statement of his or her membership in the Settlement Class, including a verification under oath of Product(s) purchased and, to the extent known, the location, approximate date, and approximate price paid; (d) a written statement of all grounds for the objection, including any legal support for the objection; (e) copies of any papers, briefs, or other documents upon which the objection is based; (f) a list of any and all Persons who will be called to testify in support of the objection; (g) a statement of whether the objector or the objector's attorney intends to appear at the Final Approval Hearing; (h) a list and copies of any and all exhibits that the objector or the objector's lawyer intends to

offer at the Final Approval Hearing; (i) the identify of any current or former lawyer who may be entitled to compensation for any reason related to the objection; and (j) a list of any other objections submitted by the Settlement Class member and/or his attorney(s) to any proposed class settlement in any state or federal court within the previous 5 years. Any objections not raised properly and timely will be waived. Any Settlement Class member who fails to file and serve timely a written objection containing all of the information listed above, including notice of his or her intent to appear at the final approval hearing, shall not be permitted to object to the settlement and shall be foreclosed from seeking any review of the settlement by any means, including but not limited to an appeal.

9. SETTLEMENT TERMINATION

9.1 Termination Prior To The Final Effective Date. If any court does not approve and/or does not honor this Agreement and/or denies the Parties' motion to enter all of the Settlement Orders in a form agreeable to the Parties, Settlement Class Counsel and/or Spectrum Brands shall have the right to terminate this Agreement as set forth in Section 9.4

9.2 Termination After Opt Out Period. If more than 5,000 Persons opt out of this Agreement, Spectrum Brands shall have the right to terminate this Agreement as set forth in Section 9.4.

9.3 Termination After Appeal. If a court declares unenforceable, reverses, vacates, or modifies on appeal in what Settlement Class Counsel and/or Spectrum Brands determines to be a material way any aspect of this Agreement, Settlement Class Counsel and/or Spectrum Brands may terminate this Agreement as set forth in Section 9.4.

9.4 Termination Procedure And Effect. Any election of the right to terminate this Agreement may be done only by giving written notice to all counsel of record and to the Settlement Administrator. Notice of termination pursuant to Sections 9.1 or 9.3 must be given prior to the Final Effective Date. Notice of termination pursuant to Section 9.2 must be given within 60 days after the expiration of the Opt Out Period, or prior to the Final Approval hearing, whichever is earlier. However, Settlement Class Counsel and Spectrum

Brands may agree in writing to extend these deadlines. If any Party terminates this Agreement pursuant to Sections 9.1, 9.2, and/or 9.3 the termination shall void all of the rights, obligations, and releases under this Agreement, except for Sections 3.1, 3.2, 3.3 and those provisions of this Agreement that are necessary to effectuate the termination. Within 30 days after a notice of termination is mailed, the Settlement Administrator shall return all settlement payments made prior to such withdrawal (inclusive of interest and exclusive of notice and administration costs already expended). If this Agreement is terminated before Spectrum Brands deposits sufficient funds to cover notice and administrative costs already expended, Spectrum Brands shall send to the Settlement Administrator an amount sufficient to cover the foregoing items within 30 calendar days after receipt of the Settlement Administrator's schedule of the amounts due. If this Agreement is terminated after the Settlement Administrator has paid any or all of the award(s) for Settlement Class Counsel Fees, Settlement Class Counsel Costs, and/or the incentive payments for the Settlement Class Representatives, the recipients of those payments shall return the full amount of such payments to the Settlement Administrator within 10 calendar days after notice of withdrawal, and the Settlement Administrator shall then promptly return such funds to Spectrum Brands.

10. SETTLEMENT FUNDING

10.1 Funding For Initial Costs Of Notice And Administration Upon

Preliminary Approval. Within 5 days after notice of the entry of the Preliminary Approval Order, Spectrum Brands shall wire to the Settlement Administrator the sum of \$450,000 for the initial notice and administration expenses that are likely to be incurred. This deadline may be extended by mutual consent of the Parties.

10.2 Funding For Payment Of Attorneys' Fees, Costs/Expenses, And Incentive Award. Funding for the payment of attorneys' fees, costs, and expenses, and for payment of the Class Representative incentive awards shall be made by Spectrum Brands in accordance with Section 13. This deadline may be extended by mutual consent of the Parties.

10.3 Funding For Distribution Of Class Benefits. Within 10 days after the resolution of any objections pursuant to Section 11.10, Spectrum Brands shall wire to the Settlement Administrator the sum necessary to pay the class benefits to Participating Claimants.

10.4 Interest On The Settlement Fund. All interest generated by the monies in the Settlement Fund shall be deemed and credited as a payment by Spectrum Brands.

10.5 Maximum Funding. The maximum funding obligation under this Agreement is \$2,250,000, and all payments made pursuant this Agreement shall be deemed and credited as a payment by Spectrum Brands toward this maximum amount.

10.6 Potential Residual Funds. In the event that any of the individual Refund Amounts awarded to Participating Claimants are not successfully delivered (e.g., a returned or otherwise uncashed check), the Settlement Administrator shall deduct any amount necessary to pay any outstanding invoice(s) for notice and administrative expenses and declare any remainder of the awarded (but undelivered) Refund Amounts as Residual Funds (which is defined as the balance that remains in the Settlement Fund after the payment of all approved class member claims, notice and administration expenses, litigation costs, attorney fees, and other court-approved disbursements). If there are any Residual Funds, as defined herein, the Settlement Administrator shall disburse 100% of such funds to the Wisconsin Trust Account Foundation, Inc. to support direct delivery of legal services to persons of limited means in non-criminal matters, or as the Court may otherwise direct. However, notwithstanding any other provision in this Agreement, any portion of the \$2,250,000 maximum settlement amount that is in excess of the specific amounts that are required to be

deposited by Spectrum Brands under subsections 10.1, 10.2, and 10.3 are not and shall not be considered as Residual Funds and shall not be funded by Spectrum Brands or any other Person.

11. MONETARY BENEFITS

11.1 Settlement Administrator. The Settlement Administrator shall have the sole authority to administer the settlement. The Settlement Administrator shall carry out its duties in strict accordance with the procedures set forth in this Agreement and shall have the responsibility to address fraudulent and suspicious claims. Any Party may move the Court to compel such compliance.

11.2 Maintenance Of Records. The Settlement Administrator shall maintain complete, accurate, and detailed records regarding the administration of the Settlement Fund.

11.3 Settlement Fund Costs. All reasonable and necessary costs of administering the settlement shall be paid out of the Settlement Fund.

11.4 Submission Of Claims. At any time prior to the expiration of the Claims Period, members of the Settlement Class may submit a Claim Form to the Settlement Administrator by mail or through the settlement website pursuant to the directions on the Claim Form.

11.5 Collection Of Claims. The Settlement Administrator shall collect and log the Claim Forms postmarked and/or received on or before expiration of the Claims Period.

11.6 Evaluation Of Claims. Within 20 days after the Final Effective Date, the Settlement Administrator shall determine whether each submitted Claim Form requires further information or confirmation. Claimants shall have 15 days to respond to any request from the Settlement Administrator for further information or confirmation. To avoid unreasonable delays for other claimants, the failure to satisfactorily respond within this 15-day period shall result in the denial of the claim. The Settlement Administrator shall use adequate and customary procedures and standards to prevent the payment of fraudulent

claims, to deny Claim Forms that contain evidence of waste, fraud, or abuse, and to pay only legitimate claims.

11.7 Determination Of Benefits. Within 20 days after the completion of the evaluation described in Section 11.6 (including evaluation of any claimant responses), the Settlement Administrator shall determine each Participating Claimant's Refund Amount in accordance with the following:

(i) if the number of Participating Claimants does not exceed 50,000, the Refund Amount shall be \$4 per household (regardless of the number of household purchases).

(ii) if the number of Participating Claimants exceeds 50,000, the Refund Amount per household (regardless of the number of household purchases) shall be a pro rata share of the following sum: \$200,000 plus the product of \$3 and the number of Participating Claimants in excess of 50,000, expressed mathematically as $(\$200,000 + (\$3 * PC - 50,000)) / PC$, subject to the maximum funding obligation set forth in Section 9.5 (PC is the number of Participating Claimants).

(iii) if the calculations in subsection (ii) would cause the total cost of the settlement (including notice and administration expenses, attorneys' fees, costs, incentive payment, and payments to Participating Claimants) to exceed \$2,250,000, the Refund Amount shall be reduced pro rata so that the maximum settlement amount is not exceeded.

11.8 Notification Of Proposed Benefits. The Settlement Administrator shall promptly report its determination of the number of Participating Claimants and the calculation of the Refund Amount, pursuant to Section 11.7, to Settlement Class Counsel and to Spectrum Brands.

11.9 Objections To The Proposed Benefits. Settlement Class Counsel and Defendants shall have 10 calendar days from receipt of the report referenced in Section 11.8 to notify the Settlement Administrator in writing of any errors in the calculation of the proposed benefits.

11.10 Resolutions Of Objections To Proposed Benefits. If the Settlement Administrator receives timely objections to any proposed benefit, the Settlement Administrator shall consider the objections and attempt to resolve the objections between the Parties.

11.11 Distribution Of Individual Benefits To Participating Claimants. If no objections are timely made, or when such objections are resolved, the Settlement Administrator shall promptly disburse the Refund Amount to each Participating Claimant.

11.12 Maintenance Of Records. The Settlement Administrator shall maintain complete, accurate, and detailed records regarding the administration of the Settlement Fund, including but not limited to: all Claim Forms submitted; any objection to proposed benefits and the resolution thereof; and any and all receipts by and disbursements from the Settlement Fund. The Settlement Administrator shall maintain all records for a period of not less than one year following the Final Effective Date.

12. NON-MONETARY BENEFITS

12.1 Disclosure Of Cup Size. Spectrum Brands has modified its boxes of its multi-cup coffee makers to indicate the approximate size of a brewed cup.

12.2 Increased Disclosure Of License Agreement. Spectrum Brands will modify its website and the boxes of its Products to more conspicuously indicate that the brand and logos used are trademarks of the licensor (e.g., the Black & Decker Corporation) and are used under license. The website modifications will be made prior to the Final Effective date and the modifications to the product boxes will be implemented in the ordinary course as new packaging is purchased.

13. ATTORNEYS' FEES, COSTS/EXPENSES, AND INCENTIVE PAYMENT

13.1 Attorneys' Fees, Costs, and Expenses. In connection with the Final Approval Hearing, Settlement Class Counsel shall submit a request for approval of an award of attorneys' fees of up to a total aggregate sum of \$550,000 to compensate them for their work on behalf of the Settlement Class and a request for approval of an award of costs/expenses of up to a total aggregate sum of \$10,000. Settlement Class Counsel agree they will not seek attorneys' fees or costs/expenses in excess of these sums. The Settlement Administrator shall wire the awarded attorneys' fees and costs/expenses into an account to be identified by the law firm of Vozzolo LLC within 10 days after the entry of the Final Approval Order and the execution by Settlement Class Counsel and Spectrum Brands of a mutually-agreeable stipulated undertaking for the repayment of attorneys' fees and costs in the event that termination right is exercised or to the extent the awarded fees and costs are reduced, reversed, or vacated.

13.2 Incentive Payment To Settlement Class Representative. In connection with the motion for final approval, Settlement Class Counsel shall submit a request to the Court seeking approval for an award of an incentive payment to the Settlement Class Representative of up to \$2,500.

13.3 Miscellaneous. Except as provided herein, each Settlement Class member shall bear his/her/its own attorneys' fees, costs, and expenses incurred in connection with any claim against Spectrum Brands and Defendants.

14. FINAL ACCOUNTING

14.1 Final Accounting. By no later than 30 days after the distribution of all monetary benefits pursuant to this Agreement or 30 days after the Settlement Termination Date, whichever occurs first, the Parties shall file with the Court a summary report regarding the administration of the settlement.

15. RELEASE

15.1 Class Release. As of the Final Effective Date, except for the obligations and rights created by this Agreement, the Releasing Parties hereby release and absolutely and forever discharge Spectrum Brands and all Released Parties from any and all Released Claims. The Final Approval Order shall include this release.

15.2 Civil Code Section 1542. To the fullest extent permitted by law, in connection with the Released Claims, the Releasing Parties waive and relinquish any and all rights or benefits they have or may have under California Civil Code Section 1542, or any comparable provision of state or federal law, with regard to the Released Claims. California Civil Code Section 1542 provides:

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

The Settlement Class Representative acknowledges that he and Settlement Class members and/or their attorneys may hereafter discover claims or facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but it is their intention to fully, finally, and forever settle and release any and all Released Claims described herein, whether known or unknown, suspected or unsuspected, which now exist, hereinafter may exist, or heretofore may have existed. In furtherance of this intention, the releases contained in this Agreement shall be and remain in effect as full and complete releases of the Released Claims by the Releasing Parties without regard to the subsequent discovery or existence of such different or additional claims or facts.

15.3 Release Of The Settlement Class And Settlement Class Counsel. Except for the obligations and rights created by this Agreement, Spectrum Brands and Defendants hereby release all actions, causes of action, claims, administrative claims, demands, debts, damages, costs, attorneys' fees, obligations, judgments, expenses, compensation, or liabilities, in law in equity, whether now known or unknown, contingent or absolute, that

Spectrum Brands or Defendants now have against Settlement Class Representative, Settlement Class members, or Settlement Class Counsel by reason of any act, omission, harm, matter, cause, or event whatsoever arising out of the initiation, prosecution, or settlement of this Action or the claims and defenses asserted in this Action.

16. NOTICES

16.1 Designated Recipients. Unless otherwise specified in this Agreement or agreed to in writing by the party receiving such communication, all notices, requests, or other required communications hereunder shall be in writing and shall be sent by one of the following methods: (i) by registered or certified, first class mail, postage prepaid; or (ii) by personal delivery (including by Federal Express or other courier service). All such communications shall be sent to the undersigned persons at their respective addresses as set forth herein.

Settlement Class Counsel:

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

Spectrum Brands:

Jeffrey L. Richardson
Mitchell Silberberg & Knupp LLP
11377 West Olympic Boulevard
Los Angeles, California 90064

Notice shall be deemed effective when signed for or when delivery is refused.

16.2 Changes In Designated Recipients. Any Party may re-designate the Person to receive notices, requests, demands, or other communications required or permitted by this Agreement by providing written notice to the other Party, the Settlement Administrator, and the Court.

17. MISCELLANEOUS

17.1 Entire Agreement. This Agreement supersedes and replaces any and all other prior agreements and all negotiations leading up to the execution of this Agreement, whether oral or in writing, between the Parties with respect to the subject matter hereof. The Parties acknowledge that no representations, inducements, promises, or statements, oral or otherwise, have been made or relied upon by any of the Parties or by anyone acting on behalf of the Parties which are not embodied or incorporated by reference herein, and further agree that no other covenant, representation, inducement, promise, or statement not set forth in writing in this Agreement shall be valid or binding.

17.2 Modification Or Amendment. This Agreement may not be modified or amended except in a writing signed by the Settlement Class Representative and Spectrum Brands, and, if after the entry of the Preliminary Approval Order, the written modification must also be approved by the Court.

17.3 Execution In Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

17.4 Authority Of Counsel. Settlement Class Counsel is authorized by the members of the Settlement Class, and by the Court, to take all appropriate action required and permitted to be taken by the Settlement Class pursuant to this Agreement to effectuate its terms.

17.5 Headings. The headings of the sections, paragraphs, and subparagraphs of this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.

17.6 Liens. The Released Parties shall have no obligation to pay or otherwise resolve any liens that are or may be asserted against settlement payments to Settlement Class members pursuant to the terms of this Agreement. In the event any such lien is asserted, it is the responsibility of the Settlement Class member to pay, compromise, or otherwise resolve the lien at no cost to Defendant or the Settlement Fund.

17.7 Cooperation And Further Acts. The Parties and their counsel agree to cooperate fully with one another and to use their best efforts to effectuate the settlement, including without limitation, in seeking preliminary approval and final approval of the Agreement, carrying out the terms of this Agreement, and promptly agreeing upon and executing all such other documentation as may be reasonably required to obtain final Court approval of the settlement. The Parties shall cooperate in good faith and undertake all reasonable actions and steps to accomplish the events described in this Agreement.

17.8 Heirs, Successors, And Assignees. This Agreement shall be binding upon and shall inure to the benefit of the Parties' heirs, successors, and assignees.

17.9 Choice Of Law. This Agreement in all respects shall be interpreted, enforced, and governed by and under the laws of the State of Wisconsin applicable to instruments, persons, and transactions which have legal contacts and relationships solely within the State of Wisconsin. Any action pertaining to the terms of this Agreement shall be filed in the Circuit Court for the County of Dane.

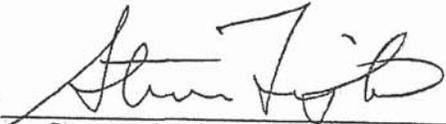
17.10 Time Periods. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Settlement Class Counsel and Spectrum Brands' counsel, without notice to Settlement Class members.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

17.11 Warranty Re Advice. Settlement Class Counsel warrants that the Settlement Class Representatives have been fully advised of and agree to the terms of this Agreement. The Parties hereby acknowledge that they have been represented by independent legal counsel throughout all negotiations which preceded the execution of this Agreement, and that this Agreement has been executed with the consent and on the advice

of said counsel.

AGREED TO AND ACCEPTED.

Dated: 10/9/18

By: 
Steven Liptai
Settlement Class Representative

SPECTRUM BRANDS, INC.

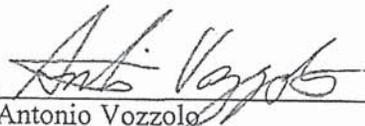
Dated: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM.

VOZZOLO LLC

Dated: 10-9-2018

By: 
Antonio Vozzolo
Attorneys For Settlement Class

MITCHELL SILBERBERG & KNUPP LLP

Dated: _____

By: _____
Jeffrey L. Richardson
Attorneys for Spectrum Brands, Inc.

of said counsel.

AGREED TO AND ACCEPTED.

Dated: _____

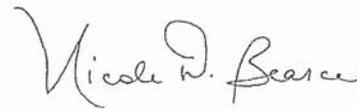
By: _____

Steven Liptai
Settlement Class Representative

SPECTRUM BRANDS, INC.

Dated: Oct. 6, 2018

By:



Nicole D. Bearce
Vice President, Chief Litigation Counsel
& Assistant Secretary

APPROVED AS TO FORM.

VOZZOLO LLC

Dated: _____

By: _____

Antonio Vozzolo
Attorneys For Settlement Class

MITCHELL SILBERBERG & KNUPP LLP

Dated: _____

By: _____

Jeffrey L. Richardson
Attorneys for Spectrum Brands, Inc.

of said counsel.

AGREED TO AND ACCEPTED.

Dated: _____

By: _____
Steven Liptai
Settlement Class Representative

SPECTRUM BRANDS, INC.

Dated: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM.

VOZZOLO LLC

Dated: _____

By: _____
Antonio Vozzolo
Attorneys For Settlement Class

MITCHELL SILBERBERG & KNUPP LLP

Dated: October 9, 2018

By: 
Jeffrey L. Richardson
Attorneys for Spectrum Brands, Inc.

EXHIBIT 1

CLAIM FORM

Steven Liptai v. Spectrum Brands Holdings, Inc., et al. – Case No. 2018CV000321

To request a partial refund of up to \$4 under the proposed class settlement, you must complete, sign, and submit this Claim Form online or by mail by no later than _____, 2019.

CONTACT INFORMATION

(Please type or print the following information): Fields marked with a (*) are required

***Name:**

First Name _____ MI _____ Last Name _____

***Address:**

Address 1 _____

Address 2 _____

City _____ State _____ Zipcode _____ Zip4 (optional) _____

Daytime Telephone (_____) _____ - _____ Evening Telephone (_____) _____ - _____

***Email Address:** _____ @ _____ . _____

CLAIM INFORMATION

To request a partial refund of up to \$4 (one per household), please state the brand, model number, and approximate purchase date, to the extent known, of the Black & Decker and Farberware brand small kitchen appliances that you purchased between February 5, 2014 and [Date of Preliminary Approval], and then sign this Claim Form under penalty of perjury. Please note that, depending on the number of approved claims, the benefit may be less than \$4. Use additional pages if necessary.

PAYMENT INFORMATION

Please select one of the following options for receiving your payment and provide your account name.

Options: [The final online and downloadable Claim Form will include a range of options such as Amazon, Apple Pay Cash, Facebook Messenger, Google Wallet, PayPal, Venmo, Zelle, and/or other similar platforms]

If approved, I want to receive payment via _____ and my account name is _____. If you do not have an account with any of these platforms, you can create a free account. If you do not want to receive payment through any of these platforms, the Settlement Administrator will contact you regarding alternatives.

CERTIFICATION

I swear under penalty of perjury of the laws of the United States that I purchased the Black & Decker and/or Farberware brand small kitchen appliance(s) described above between February 5, 2014 and _____, 2018 and that all the information on this form is true and correct to the best of my knowledge.

Signature _____

Date _____

Mail this completed Claim Form to: Liptai Settlement, P.O. Box 1561, West Palm Beach, FL 33402.

REVIEW AND DETERMINATION OF CLAIMS: The Settlement Administrator will review all Claim Forms that are postmarked by or submitted online on or before _____, 2019. Claim Forms that are not timely submitted will be rejected. Invalid claim forms and illegible claim forms may be rejected. The Settlement Administrator is entitled to confirm information supplied in Claim Forms to determine eligibility.

Visit www.LiptaiClassSettlement.com or call 1-800-XXX-XXXX for further information.

EXHIBIT 2

LEGAL NOTICE

If you purchased certain Black & Decker or Farberware brand small kitchen appliances between February 5, 2014 and [Date of Preliminary Approval], you could receive payment from a proposed class action settlement.

You are receiving this notice because records show that you purchased a Black & Decker or Farberware brand small kitchen appliance and are potentially eligible for a settlement payment under the terms of a proposed class action settlement.

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

A settlement has been reached in a class action lawsuit pending in the Dane County Circuit Court in Wisconsin. This lawsuit is about the branding, identification of the manufacturer, identification of the warrantor, and the “cup” capacity of certain small kitchen appliances. The covered products include Black & Decker brand air fryers, blenders, can openers, coffee grinders, coffee makers, electric knives, food processors, grills, irons, juicers, kettles, mixers, quesadilla makers, rice cookers, skillets and other surface cookers, slow cookers, steamers and other container cookers, toasters, toaster ovens, and waffle makers and Farberware brand coffee urns and percolators, food processors, and toaster ovens (the “Covered Products”). The Class Representative alleges that defendants misrepresented that the Covered Products are manufactured and warranted by Black & Decker and Farberware, when in fact they are not. The Class Representative also alleges that defendants represented that certain of the Covered Products produce a certain number of “cups” but that they did not produce 8-fluid ounces per “cup.” Defendants deny these allegations. The Court did not rule in favor of plaintiff or defendants. Instead, the parties agreed to the proposed settlement in order to avoid the time and expense of litigation.

WHAT DOES THE SETTLEMENT PROVIDE? If approved, the proposed settlement will offer partial refunds to settlement class members of up to \$4, depending on the number of approved claims. The settlement will also provide for notice/administration costs, class representative payment, non-monetary benefits, and fees and costs for the lawyers who represented the settlement class.

YOUR OPTIONS AND IMPORTANT DEADLINES

- **File a Claim:** To take part in the settlement and request a partial refund, you must file your claim by _____, 2019.
- **Object:** To object to the settlement, you must file a written objection with the Clerk of the Court for the Dane County Circuit Court in Wisconsin by _____, 2019. Details on how to file an objection available on the settlement website, www.LiptaiClassSettlement.com.
- **Exclude Yourself /Opt Out:** If you do not wish to participate in the settlement, you must request exclusion by _____, 2019. Details on how to opt out of the settlement are available at www.LiptaiClassSettlement.com.
- **Do Nothing:** If you do nothing, you will not receive any settlement payment and will give up your right to sue defendants and others for the released claims.

On XXXX, 2019, at _ a.m., the Court will hold a hearing in this case (*Liptai, et al. v. Spectrum Brands Holdings, LLC*, Case No. 2018CV000321) 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 of \$550,000, expenses of \$10,000, and class representative incentive payment of \$2,500 should be granted. You may ask to appear at the hearing, but you do not have to. For more information, visit www.LiptaiClassSettlement.com.

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 ask to appear at the hearing or you may hire your own lawyer to appear in Court for you if you wish; however, if you do, you will be responsible for paying that lawyer to appear on your behalf.

This notice is just a summary. For full details on the settlement, and to file a claim, please go to the settlement website at www.LiptaiClassSettlement.com. You may also call (800) XXX-XXXX for details.

You may also request a paper copy of the long settlement notice and a claim form by writing to:

Liptai Settlement
c/o Digital Settlement Group, LLC
P.O. Box 1561
West Palm Beach, FL 33402

Email: questions@liptaiclasssettlement.com

Or Phone: (800) XXX-XXXX

The Dane County Circuit Court has ordered this email to be sent. If you wish to UNSUBSCRIBE from future email messages from the Settlement Administrator with regard to this Settlement, please click on this link.

EXHIBIT 3

LEGAL NOTICE**IF YOU PURCHASED CERTAIN BLACK & DECKER OR FARBERWARE BRAND SMALL KITCHEN APPLIANCES, YOU COULD RECEIVE A CASH PAYMENT FROM A PROPOSED CLASS SETTLEMENT**

A settlement has been reached in a class action pending in the Dane County Circuit Court in Wisconsin that may affect your rights. Plaintiff alleges that defendants made false or misleading statements regarding the branding, identification of the manufacturer, identification of the warrantor, and the “cup” capacity of certain Black & Decker and Farberware brand small kitchen appliances. The Court has not ruled on the merits. Instead, the parties agreed to a 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 products between February 5, 2014 and [Date of Preliminary Approval]: Black & Decker brand air fryers, blenders, can openers, coffee grinders, coffee makers, electric knives, food processors, grills, irons, juicers, kettles, mixers, quesadilla makers, rice cookers, skilletts and other surface cookers, slow cookers, steamers and other container cookers, toasters, toaster ovens, and waffle makers and Farberware brand coffee urns and percolators, food processors, and toaster ovens.

WHAT DOES THE SETTLEMENT PROVIDE?

If approved, the settlement will provide for a partial refund up to \$4 to class members who submit a timely claim, administration costs, a class representative payment, , up to \$550,000 for attorneys fees and up to \$10,000 for costs for the lawyers who represented the settlement class.

HOW DO YOU ASK FOR A PAYMENT?

To request a payment, visit www.LiptaiClassSettlement.com for directions on how to submit a claim form. The deadline is Month 00, 0000.

WHAT ARE YOUR OTHER OPTIONS?

You may exclude yourself from the settlement or object to it by Month 00, 0000. The settlement and judgment, whether favorable or not, will bind you if you do not request exclusion. If you do not request exclusion, you may, if you desire, enter an appearance through counsel. If you do object, you may still file a claim. The more detailed notice available at www.LiptaiClassSettlement.com explains these options in more detail.

The Court will hold a hearing in this case (*Liptai, et al. v. Spectrum Brands, et al.* Case No. 2018CV000321) on _____, 2019, to consider whether to approve the settlement and the request for attorney’ fees and costs by settlement class counsel. You may ask to appear at the hearing, but you do not have to. For more information, visit www.LiptaiClassSettlement.com, call 1-xxx-xxx-xxxx, or email class counsel avozzolo@vozzolo.com.

EXHIBIT 4

IF YOU PURCHASED CERTAIN BLACK & DECKER OR FARBERWARE BRAND SMALL KITCHEN APPLIANCES, YOU COULD RECEIVE A CASH PAYMENT FROM A PROPOSED CLASS SETTLEMENT

Liptai v. Spectrum Brands, et al., Case No.: 2018-CV-000321

WHAT IS THIS NOTICE ABOUT?

A settlement has been reached in a class action pending in the Dane County Circuit Court in Wisconsin that may affect your rights. Plaintiff alleges that defendants made false or misleading statements regarding the branding, identification of the manufacturer, identification of the warrantor, and the “cup” capacity of certain Black & Decker and Farberware brand small kitchen appliances. The Court has not ruled in favor of any party. 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 products between February 5, 2014 and [Date of Preliminary Approval]: Black & Decker brand air fryers, blenders, can openers, coffee grinders, coffee makers, electric knives, food processors, grills, irons, juicers, kettles, mixers, quesadilla makers, rice cookers, skillets and other surface cookers, slow cookers, steamers and other container cookers, toasters, toaster ovens, and waffle makers and Farberware brand coffee urns and percolators, food processors, and toaster ovens.

WHAT DOES THE SETTLEMENT PROVIDE?

If approved, class members who submit valid Claim Forms will receive a partial refund of up to \$4 (one per household).

WHAT ARE MY RIGHTS AND OPTIONS?

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, Spectrum Brands or anyone else as part of any lawsuit involving the same claims and time period that are in this lawsuit, even if you don't submit a claim.

1. **You Can Accept the Settlement.** Class members who wish to apply for a partial refund must submit a Claim Form by _____, 2019. You can obtain a Claim Form by visiting www.LiptaiClassSettlement.com, calling 1-877-xxx-xxxx, or mailing a request to the Liptai Settlement Administrator, P.O. Box 1571, West Palm Beach, FL 33402. If you fail to submit a timely Claim Form online or by mail and do not exclude yourself from the settlement, you will be bound by the settlement but will not receive any monetary benefit.

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 Dane County Circuit Court in Wisconsin and send a copy to the Settlement Administrator by no later than _____, 2019.

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 monetary benefits from the proposed settlement. You will also be responsible for any attorneys' 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 *Liptai v. Spectrum Brands Holdings, Inc.*, Case No. 2018-CV-000321. Send the written notice to Liptai Settlement Administrator, P.O. Box 1571, West Palm Beach, FL 33402 by no later than _____, 2019.

THE FAIRNESS HEARING

On _____, 2019, at ___ a.m., the Court will hold a hearing in the Dane County Circuit Court in Wisconsin to determine: (1) whether the proposed settlement is fair, reasonable and adequate and warrants final approval; and (2) whether Plaintiff's application for \$550,000 in attorneys' fees, \$10,000 in costs, and \$2,500 in an incentive payment 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 Clerk of the Court and sent to the Settlement Administrator by _____, 2019. 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, read the long form notice available at www.LiptaiClassSettlement.com. You may also contact class counsel at avozzolo@vozzolo.com or the Settlement Administrator at P.O. Box 1571 West Palm Beach, FL 33402 or by calling 1-877-338-8286. Please do not contact the Court or Clerk for information. By order of the Dane County Circuit Court in Wisconsin.

EXHIBIT 5

CIRCUIT COURT DANE COUNTY FOR THE STATE OF WISCONSIN

If you purchased certain Black & Decker and/or Farberware brand small kitchen appliances between February 5, 2014 and [Date of Preliminary Approval], you could receive a payment from a proposed class action settlement.

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

- Please read this notice carefully. A settlement has been reached in a class action lawsuit. The lawsuit alleges violations of consumer protection laws regarding the branding, identification of the manufacturer, identification of the warrantor, and/or “cup” capacity of certain Black & Decker and Farberware brand products. Defendants deny any wrongdoing.. The Court has not ruled, one way or the other, on plaintiff’s claims. Instead, the parties reached an agreement in order to avoid the time and expense associated with litigation.
- You are a class member if you purchased one or more of the following products between February 5, 2014 and [Date of Preliminary Approval] (collectively, the “Covered Products”).
 - Black & Decker brand air fryers, blenders, can openers, coffee grinders, coffee makers, electric knives, food processors, grills, irons, juicers, kettles, mixers, quesadilla makers, rice cookers, skillet and other surface cookers, slow cookers, steamers and other container cookers, toasters, toaster ovens, and waffle makers; and
 - Farberware brand coffee urns and percolators, food processors, and toaster ovens.
- The Settlement offers partial refunds to qualifying class members of up to \$4.00 (one partial refund per household).

Please read this notice carefully and in its entirety.

**Your rights may be affected by the settlement of this lawsuit,
and you have a choice to make now about how to act:**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive a monetary payment.	
EXCLUDE YOURSELF	Receive no payment as part of this lawsuit. This is the only option that allows you to ever be part of any other lawsuit regarding the branding, identification of the manufacturer, identification of the warrantor, or the “cup” capacity of covered products purchased between February 5, 2014 and [the Preliminary Approval Order].	

QUESTIONS? CALL 1-800-XXX-XXXX OR VISIT WWW.LIPTAICLASSSETTLEMENT.COM

OBJECT	Write to the Court about why you do not like the settlement.	
APPEAR IN THE LAWSUIT OR ATTEND A HEARING	Speak in Court about the proposed settlement. (If you object to any aspect of the settlement, you must submit a written Objection by the Objection Deadline noted above.) You may enter your appearance in Court through an attorney at your own expense if you want.	
DO NOTHING	You will receive no payment and have no right to sue later for the claims released by the settlement.	

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals are resolved. Please be patient.
- Any questions? Read on and visit www.LiptaiClassSettlement.com.

WHAT THIS NOTICE CONTAINS

Basic Information.....4

 1. Why should I read this notice?.....4

 2. What is this lawsuit about?4

 3. What is class action?.....4

 4. Why is there a settlement?5

Who is in the Settlement.....5

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

The Settlement Benefits – What You Get.....5

 6. What does the settlement provide?5

How You Get Benefits – Submitting a Claim Form.....6

 7. How can I get a payment from this settlement?.....6

 8. When will I receive my payment?6

 9. What am I giving up if I stay in the Settlement Class?.....6

Excluding Yourself From The Settlement6

 10. How do I exclude myself from the settlement?7

 11. If I do not exclude myself, can I sue the Defendants or anyone else for the same thing later?.....7

 12. If I exclude myself, can I get benefits from this settlement?7

The Lawyers Representing You.....7

 13. Do I have a lawyer in this case?.....7

QUESTIONS? CALL 1-800-XXX-XXXX OR VISIT WWW.LIPTAICLASSSETTLEMENT.COM

14. How will the lawyers be paid?.....8

Objecting To The Settlement.....8

15. How do I tell the Court that I do not like the settlement?.....8

16. What is the difference between objecting and excluding?.....8

The Court’s Fairness Hearing8

17. When and where will the Court decide whether to approve the settlement?9

18. Do I have to come to the hearing?9

Appearing in the Lawsuit

19. Can I appear or speak about the Proposed Settlement?9

20. How can I appear in this lawsuit or speak at the hearing?9

If You Do Nothing.....9

21. What happens if I do nothing at all?9

Final Settlement Approval10

22. What is the effect of final settlement approval?10

Getting More Information.....10

23. Are there more details about the settlement?10

24. How do I get more information?.....10

BASIC INFORMATION

1. Why should I read this notice?

If you purchased one or more Covered Products between February 5, 2014 and [Date of Preliminary Approval], you have a right to know about a proposed settlement of a class action lawsuit and your options. The Circuit Court in Dane County in the State of Wisconsin has preliminarily approved the proposed settlement.

The Court ordered that Class Members 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 settlement. If the Court grants final approval to the settlement, and after any appeals are resolved, an administrator appointed by the Court will distribute the benefits under the settlement. The settlement website will provide updates regarding the progress of the settlement.

This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The case is known as *Liptai v. Spectrum Brands Holdings, Inc., et al.*, Case No. 2018CV000321. The person who sued is called the Plaintiff, and the companies he sued are called the Defendants.

2. What is this lawsuit about?

This lawsuit is about the branding, identification of the manufacturer, identification of the warrantor, and the “cup” capacity of the covered products. Specifically, the Class Representative alleges that

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defendants misrepresented that the covered products are manufactured and warranted by Black & Decker and Farberware, when in fact they are not. The Class Representative also alleges that defendants represented that the coffee makers produce a certain number of “cups” but that they did not produce 8-fluid ounces per “cup.”

Defendants deny these allegations and the Court has not ruled who is correct. The parties reached an agreement to avoid the time and expense associated with further litigation.

3. What is a class action?

In a class action, one or more people, called a Class Representative (in this case, Steven Liptai) sue on behalf of people who have similar claims. All of these people are a Class or Class Members. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class. A judge in the Dane County Circuit Court in Wisconsin is overseeing this class action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a settlement. That way, they avoid the time and expense of going to trial. The Class Representative and his attorneys think the settlement is best for everyone 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 SETTLEMENT

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

The Court previously decided that everyone who fits the following descriptions is a Class Member:

All Persons who purchased one or more Covered Products between February 5, 2014 and [Date of Preliminary Approval].

The term “Covered Product” means and refers to Black & Decker branded air fryers, blenders, can openers, coffee grinders, coffee makers, electric knives, food processors, grills, irons, juicers, kettles, mixers, quesadilla makers, rice cookers, skillet and other surface cookers, slow cookers, toasters, toaster ovens, and waffles; and Farberware branded coffee urns and percolators, food processors, and toaster ovens.

Excluded from the Settlement Class are: (i) all Persons who properly and timely opt out pursuant to this Agreement; (ii) Spectrum Brands and Defendants, and their respective employees; (iii) any Person who properly and timely opts out pursuant to this Agreement; (iv) federal, state, and local governments (including all agencies and subdivisions thereof (but employees thereof are not excluded)); and (v) the judges to whom this Action is assigned and any member of their immediate family.

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

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

If approved, the proposed settlement will provide for monetary benefits, notice/administration costs, class representative payment, non-monetary benefits to class members, and fees and costs for the lawyers who represented the settlement class. More specifically:

- A Court-appointed administrator will receive compensation to implement a class notice program and to assist in the processing of claims submitted by Settlement Class members.
- Settlement Class members who submit a timely and complete claim form will be entitled to receive a partial refund of up to \$4, depending on the number of approved claims.

Subject to Court approval, the Class Representative may also receive a service payment of up to \$2,500, for his time and effort acting as a class representative and for his willingness to bring this litigation on behalf of other consumers.

HOW YOU GET BENEFITS – SUBMITTING A CLAIM FORM

7. How can I get a payment?

To qualify for a payment under the settlement, you must complete and submit a claim form.

You can obtain a claim form in one of three ways: (1) online at www.LiptaiClassSettlement.com; (2) by phone by calling 1-800-xxx-xxxx; or (3) by mail by writing to Liptai Class Settlement, c/o Digital Settlement Group, LLC, P.O. Box 1561, West Palm Beach, FL 33402.

Read the instructions carefully and submit the claim form online no later than _____, 2019.

Alternatively, you may also submit your claim form by mailing it to the following address:

Liptai Settlement
Digital Settlement Group, LLC
P.O. Box 1561
West Palm Beach, FL 33402

It must be postmarked no later than _____, 2019.

8. When will I receive my payment?

The Court will hold a hearing on _____, 2019, to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take up to a year or more. The settlement website will keep you informed of the progress of the settlement. Please be patient.

9. What am I giving up if I stay in the Settlement Class?

If you stay in the Settlement Class and the Court approves the settlement, you will release claims relating to the branding, identification of the manufacturer, identification of the warrantor, , and the “cup” capacity of Covered Products that you purchased between February 5, 2014 and [Date of Preliminary Approval].

The full definition of Released Claims is set forth in the Settlement Agreement and provides as follows: any claim, liability, right, demand, suit, matter, obligation, lien, damage, punitive damage, exemplary damage, penalty, loss, cost, expense, debt, action, or cause of action, of every kind and/or nature whatsoever whether now known or unknown, suspected or unsuspected, asserted or unasserted, latent or patent, which any Releasing Party now has, or at any time ever had, regardless of legal theory or type or amount of relief or damages claimed, which: (i) in any way arises out of, is based on, or relates in any way to representations pertaining to the branding, identification of the manufacturer, identification of the warrantor, and/or the “cup” capacity of Covered Products; and/or (ii) is asserted in the First Amended Complaint filed in this Action.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want any benefits from this settlement, but you want keep the right to sue or continue to sue the Defendants or anyone else, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself – or is sometimes referred to as opting out of the Settlement Class. Defendants may withdraw from and terminate the Settlement if a certain number of putative Settlement Class members exclude themselves.

10. How do I exclude myself from the settlement?

To exclude yourself from the settlement, you must submit a letter by mail saying that you want to be excluded from the Settlement Class in *Steven Liptai v. Spectrum Brands Holdings, Inc.*. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request so that it is postmarked no later than _____, 2019, to:

Liptai Settlement
Digital Settlement Group, LLC
P.O. Box 1561
West Palm Beach, FL 33402

You cannot exclude yourself by phone or by e-mail. If you mail an exclusion request by the deadline, you will not be able to request a settlement payment and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) for these claims in the future.

11. If I do not exclude myself, can I sue the Defendants or anyone else for the same thing later?

No. If you do not properly and timely submit a request for exclusion, you waive your right to opt out and will be deemed to be a member of the Settlement Class. Unless you exclude yourself, you give up the right to sue the Defendants or anyone else for the claims resolved by this settlement (see question no. 9 above).

You must exclude yourself from the Settlement Class to participate in any litigation against the Defendants

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or anyone else regarding the claims resolved by this settlement. Remember, the exclusion deadline is _____, 2019.

12. If I exclude myself, can I get benefits from this settlement?

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

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Settlement Class is represented by Ademi & O'Reilly, LLP and Vozzolo LLC.

The lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

From the inception of the litigation to the present, 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 settlement, Class Counsel will also make a motion to the Court for an award of attorneys' fees of up to \$550,000 and an award of costs/expenses of up to \$10,000. 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 settlement on behalf of all Class members.

The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

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

15. How do I tell the Court that I do not like the settlement?

If you are a Settlement Class member, you can object to the settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. (If you object, you can still participate in the settlement – and receive money if it is approved – notwithstanding your objection.)

To object, you must submit a letter saying that you object to the Liptai Settlement. The objection must include the following: (i) the name of this Action; (ii) the objector's full name, address, and telephone number (and, if applicable, the objector's lawyer's full name, address, and telephone number; (iii) a statement of his or her membership in the Settlement Class, including a verification under oath of Product(s) purchased and, to the extent known, the location, approximate date, and approximate price paid; (iv) a written statement of all grounds for the objection, including any legal support for the objection; (v) copies of any papers, briefs, or other documents upon which the objection is based; (vi) a list of any and all Persons who will be called to testify in support of the objection; (vii) a statement of whether the objector or the objector's attorney intends to appear at the Final Approval Hearing; (viii) a list and copies

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of any and all exhibits that the objector or the objector's lawyer intends to offer at the Final Approval Hearing; (ix) the identify of any current or former lawyer who may be entitled to compensation for any reason related to the objection; (x) a list of any other objections submitted by the Settlement Class member and/or his attorney(s) to any proposed class settlement in any state or federal court within the previous 5 years. To be timely, objections must be filed with the Court and mailed to the Settlement Administrator, , that is received no later than _____, 2019. **The address for the Court is provided in Section 17 and the address for the Settlement Administrator is provided in Section 10.**

16. What is the difference between objecting and excluding?

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

THE COURT'S FAIRNESS HEARING

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

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at **8:30 a.m. on _____, 2019**, in Department ___ at the Dane County Circuit Court located at 215 S. Hamilton Street, Madison, Wisconsin 53703. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Settlement Class Counsel and the Class Representative. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Settlement Class Counsel will answer any questions from the Court regarding the settlement. However, you are welcome to come 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.

APPEARING IN THE LAWSUIT

19. Can I appear in this lawsuit or speak at the hearing?

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and 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.

20. How can I appear in this lawsuit or speak at the hearing?

If you want yourself or your own lawyer (instead of Class Counsel) to participate or speak for you in this lawsuit or speak at the hearing, you must send a letter saying that it is your “Notice of Intention to Appear in *Steven Liptai v. Spectrum Brands Holdings, Inc.*” Be sure to include your name, address, telephone number, and you or your lawyer’s signature. If your lawyer intends to speak at the fairness hearing, your letter must also include the name, address, and telephone number of your lawyer.

Your Notice of Intention to Appear must be submitted to the Clerk of the Court and mailed to the Settlement Administrator by than _____, 2019.

IF YOU DO NOTHING**21. What happens if I do nothing at all?**

If you do nothing, you will not get any money from this 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 about the legal issues in this case for any of the released claims above.

FINAL SETTLEMENT APPROVAL**22. What is the effect of final settlement approval?**

If the Court grants final approval of the settlement, all members of the Settlement 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 pertaining to the branding, identification of the manufacturer, identification of the warrantor, and/or the “cup” capacity of the Covered Products.

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

GETTING MORE INFORMATION**23. Are there more details about the settlement?**

This notice summarizes the proposed settlement. More details are in the Settlement Agreement, which is available on the settlement website and by writing to the Claims Administrator at:

Liptai Settlement
Digital Settlement Group, LLC
P.O. Box 1561
West Palm Beach, FL 33402

QUESTIONS? CALL 1-800-XXX-XXXX OR VISIT WWW.LIPTAICLASSSETTLEMENT.COM

24. How do I get more information?

You can visit the settlement website at www.LiptaiClassSettlement.com, where you will find answers to common questions about the settlement, a claim form, plus other information. You may also call 1-800-XXX-XXXX or contact Settlement Class Counsel at Ademi & O'Reilly, LLP, 3620 Easy Layton Avenue, Cudahy, WI 53110, (414) 482-8000.

_____, 2018

The Honorable Valerie L. Bailey-Rihn, Dane County Circuit Court

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-XXX-XXXX OR VISIT WWW.LIPTAICLASSSETTLEMENT.COM

EXHIBIT 6

WHEREAS, Plaintiff, on behalf of himself and the proposed Settlement Class, and Spectrum Brands, Inc., as defined in the proposed class settlement agreement (“Settlement” or “Agreement”), all acting by and through their respective counsel, have agreed, subject to Court approval following notice to the Settlement Class, to settle this litigation upon the terms and conditions in the Agreement;

WHEREAS, the Parties have made an application pursuant to Wisconsin Stat. Section 803.08 to certify the Settlement Class, appoint class counsel and a class representative, preliminarily approve the proposed Settlement, and approve the form and content of the proposed notice program, as set forth in the Agreement; and

WHEREAS, the Court has read and considered the Agreement and the exhibits thereto and has read and considered all other papers filed and proceedings had herein, and is otherwise fully informed, and

WHEREAS, the Court conducted a preliminary approval hearing on October 19, 2018, and with good cause appearing,

IT IS HEREBY ORDERED:

ORDERED that the Settlement (including all terms of the Agreement and exhibits thereto) is hereby PRELIMINARILY APPROVED. The Court further finds and orders as follows:

1. This Order incorporates by reference the definitions in the Agreement.
2. The Court has jurisdiction over the subject matter of this action and over all Parties to this action, including all members of the Settlement Class and Spectrum Brands.
3. The Court conditionally certifies the proposed Settlement Class, appoints plaintiff’s counsel as Settlement Class Counsel and plaintiff as Settlement Class Representative,

preliminarily approves the Settlement, and approves the form and content of the proposed notice plan.

4. The findings and rulings contained herein are not to be deemed an admission of liability or fault by defendants or by any other person, or a determination of the validity of any claims asserted in the action or of any wrongdoing or of any violation of law by any defendant. The proposed Settlement is not a concession and shall not be used as an admission of any fault or omission by defendants or any other person. Neither the terms of the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding, other than such proceedings which may be necessary to consummate or enforce the terms of the Settlement.

5. The Court approves the proposed notices and claim form attached hereto as Exhibit 1 and directs the parties and the Settlement Administrator to fill in the dates and other information based on this Order.

6. The Court finds that the proposed Notice Program, including publication notice in People magazine, Internet notice, the settlement website, and individual notice to all known Settlement Class members constitutes the best notice practicable under the circumstances and constitutes valid and sufficient notice to all persons entitled thereto, complying fully with the requirements of Wisconsin Statute Section 803.08, and the requirements of due process under the Wisconsin and United States Constitutions, and the requirements of any other applicable rules or laws.

7. The Notice Program shall be implemented as set forth below and in the Agreement. Within 15 days after the entry of this Order, Spectrum Brands shall submit to the Settlement Administrator or its designated agent, the name, email address, and mailing address

of each known Settlement Class member. Within 7 days after receipt of this information, the Settlement Administrator and/or its designee shall run a national change of address update on each mailing address. The Settlement Administrator shall then send the Email Notice (or, where no email address is available, the Postcard Notice) to each known Settlement Class member. The Settlement Administrator shall notify Settlement Class Counsel and Defendant as to the number of emails that are undeliverable. The Settlement Administrator shall send the Postcard Notice to Settlement Class members whose Email Notice “bounces back” as undeliverable.

8. All costs and expenses incurred in providing notice to Class Members and in administering the Settlement shall be paid from the Settlement Fund as set forth in the Agreement. Prior to the Final Approval Hearing, the Settlement Administrator shall file with the Court proof by declaration or affidavit that it has complied with the notice requirements described above and in the Agreement.

9. Consistent with the Agreement, the Court conditionally certifies the following Settlement Class: all Persons who purchased one or more Covered Products between February 5, 2014 and the entry of the Preliminary Approval Order. The term “Covered Product” means and refers to small kitchen appliances produced by or for Spectrum Brands pursuant to a license agreement, including Black & Decker brand air fryers, blenders, can openers, coffee grinders, coffee makers, electric knives, food processors, grills, irons, juicers, kettles, mixers, quesadilla makers, rice cookers, skillet and other surface cookers, slow cookers, steamers and other container cookers, toasters, toaster ovens, and waffle makers and Farberware brand coffee urns and percolators, food processors, and toaster ovens.

10. Excluded from the Settlement Class are: (i) all Persons who properly and timely opt out pursuant to this Agreement; (ii) Spectrum Brands and Defendants, and their respective

employees; (iii) any Person who properly and timely opts out pursuant to this Agreement; (iv) federal, state, and local governments (including all agencies and subdivisions thereof (but employees thereof are not excluded); and (v) the judges to whom this Action is assigned and any member of their immediate family.

11. The Court conditionally certifies the proposed Settlement Class, and finds that the requirements of Section 803.08 are satisfied, for settlement purposes only, as follows:

- (a) Pursuant to Sec. 803.08(1)(a), the members of the Settlement Class are so numerous that joinder of all members is impracticable.
- (b) Pursuant to Sec. 803.08(1)(b), there are questions of law and fact common to the Settlement Class.
- (c) Pursuant to Sec. 803.08(1)(c), the claims of the Class Representative are typical of the claims of the Settlement Class.
- (d) Pursuant to Sec. 803.08(1)(d), the Class Representative will fairly and adequately protect and represent the interests of all members of the Settlement Class. The interests of the Class Representative are not antagonistic to those of the Settlement Class. The Class Representative is represented by counsel who are experienced and competent in the prosecution of complex class action litigation.

12. The Court further finds that the requirements of Rule 803.08(2)(c) are satisfied, for settlement purposes only, as follows:

- (a) In this settlement context, questions of law and fact common to the members of the Settlement Class predominate over questions that may affect only individual members; and

(b) A class action settlement is superior to all other available methods for the fair and efficient adjudication of this controversy.

13. If final approval of the proposed Settlement is not obtained, this certification order, including the above description of the Settlement Class, shall be vacated and be of no further force or effect.

14. The Court hereby appoints Steven Liptai as a Class Representative, and Shpetim Ademi, Ademi & O'Reilly, LLP, 3620 East Layton Avenue, Cudahy, Wisconsin, 53110, (414) 482-8000 and Antonio Vozzolo, Vozzolo LLC, 345 Route 17 South, Upper Saddle River, New Jersey 07458, (201) 630-8820, as Class Counsel.

15. The Court appoints Digital Settlement Group to administer and oversee, among other things, the notice program and the processing, handling, reviewing, and approving of claims made by claimants; communicating with claimants; and distributing payments to approved claimants.

16. Class members who wish to object to or exclude themselves from the Settlement must do so in accordance with the Agreement and the instructions contained in the class notice. All persons who properly submit requests for exclusion shall not be members of the Class and shall have no rights with respect to the Settlement. All Settlement Class members who do not validly request exclusion shall be bound by any final judgment and shall be barred and enjoined, now and in the future, from any and all of the Released Claims, as defined in the Agreement, against the Released Persons, as defined in the Agreement, and any such Settlement Class member shall be conclusively deemed to have released any and all such Released Claims.

17. Potential Settlement Class members who wish to exclude themselves from the Settlement Class must prepare a written request for exclusion, postmarked not later than the end

of the Opt-Out Period, which shall be sent to the Settlement Administrator. Written requests for exclusion must be signed and include the potential Class member's name, address, and telephone number, and expressly state the desire to be excluded from the Settlement Class.

18. Any Class Member who has not requested to be excluded from the Class may object and appear and endeavor to show cause, if any, why the Court should or should not: (a) approve the proposed settlement as set forth in the Agreement as fair, reasonable and adequate; (b) approve the requested class representative award; (c) approve the requested fee and cost awards to Class Counsel; and (d) enter an order approving the Settlement; provided, however, that no person shall be heard with respect to, or shall be entitled to contest the foregoing matters by objection unless, no later than thirty (30) days prior to the Final Approval Hearing, that person has properly filed with the Clerk of the Court, and served, in writing, to the Settlement Administrator, the following information: (i) the name of this Action; (ii) the objector's full name, address, and telephone number (and, if applicable, the objector's lawyer's full name, address, and telephone number; (iii) a statement of his or her membership in the Settlement Class, including a verification under oath of Product(s) purchased and, to the extent known, the location, approximate date, and approximate price paid; (iv) a written statement of all grounds for the objection, including any legal support for the objection; (v) copies of any papers, briefs, or other documents upon which the objection is based; (vi) a list of any and all Persons who will be called to testify in support of the objection; (vii) a statement of whether the objector or the objector's attorney intends to appear at the Final Approval Hearing; (viii) a list and copies of any and all exhibits that the objector or the objector's lawyer intends to offer at the Final Approval Hearing; (ix) the identify of any current or former lawyer who may be entitled to compensation for any reason related to the objection; (x) a list of any other objections submitted by the

Settlement Class member and/or his attorney(s) to any proposed class settlement in any state or federal court within the previous 5 years. If the Class member is represented by an attorney or law firm, he/she or it must comply with all applicable Wisconsin laws and rules for filing pleadings and documents in Wisconsin courts. Unless otherwise ordered by the Court, any Class member who does not make his, her, or its objection in the manner provided for herein shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the foregoing matters.

19. A hearing shall be held on _____, 2019, at _____ (or as soon thereafter as the Court is available), before the Honorable Valerie L. Bailey-Rihn, at the Dane County Circuit Court, 215 S. Hamilton Street, Madison, WI 53703, for the purpose of determining (a) whether the proposed settlement as set forth in the Agreement is fair, reasonable and adequate and should be finally approved by the Court; (b) whether a Final Approval Order approving the Settlement should be entered; (c) whether the named plaintiff should receive a class representative award and in what amount; (d) whether Class Counsel should receive a fees and costs award and in what amount; and (e) such other matters as the Agreement contemplates and as the Court may deem just and proper.

20. The Court may adjourn the Final Approval Hearing from time to time and without further notice. The Court reserves the right to approve the Settlement at or after the Final Approval Hearing with such modifications as may be consented to by the Parties and without further notice.

21. This Action shall be stayed pending further proceedings in connection with the effectuation of the Settlement.

22. Pending final determination as to whether the Settlement should be approved, no Class Member shall commence, prosecute, pursue, or litigate any Released Claims against Spectrum Brands, Inc. or Defendants, whether directly, representatively, or in any capacity, and regardless of whether any such Class member has appeared in the action.

IT IS SO ORDERED

DATED: _____, 2018

Honorable Valerie L. Bailey-Rihn
Dane County Circuit Court Judge