

## **CLASS ACTION SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement (the “Settlement Agreement”) is entered into as of March 7, 2022 (the “Effective Date”) by all parties hereto, subject to preliminary and final approval by the Court. It is entered into between Plaintiff Margaret Stevens (“Class Plaintiff”) on her own behalf and on behalf of all members of the “Settlement Class,” as defined in Section 4 below, and Britax Child Safety, Inc. (“Defendant” or “Britax”), with reference to the recitals and provisions set forth below (the “Settlement”). Class Plaintiff and Defendant are collectively referred to herein as the “Parties,” and individually as a “Party.”

### **RECITALS**

**WHEREAS**, on or around August 14, 2020, Class Plaintiff filed a putative class action in the United States District Court for the Central District of California captioned *Margaret Stevens v. Britax Child Safety, Inc.*, Case No. 2:20-cv-07373-MCS-AS (the “Lawsuit”).

**WHEREAS**, Defendant disputes that it is liable for any claims asserted or that could potentially have been asserted by Class Plaintiff against Defendant in the Lawsuit. Defendant further maintains that if this Lawsuit were to be litigated, the Lawsuit would not be appropriate for class treatment. Defendant is entering into this Settlement Agreement to avoid the expense, time, and risk associated with the continued defense of the Lawsuit through dispositive motions, class certification, trial, and any subsequent appeals. Defendant also has considered the uncertainty, difficulty, and delays inherent in litigation, especially in this complex class action. Therefore, Defendant believes it is desirable that this Lawsuit and the Released Claims be fully and finally compromised, settled, dismissed with prejudice, and barred pursuant to the terms set forth herein. Neither the fact of Settlement, this Settlement Agreement, nor any consideration thereof, nor any actions taken to implement the terms of this Settlement Agreement are intended to be, nor may they be, deemed or construed to be an admission or concession of liability or of the validity of any claim or of any point of law or fact based upon, arising out of, relating to, or otherwise in connection with the allegations asserted or that could have been asserted in this Lawsuit, and shall not be deemed or construed to be an admission or evidence for any purpose whatsoever.

**WHEREAS**, the Parties have engaged in motion practice, written and testimonial discovery, have consulted expert witnesses, and worked with experienced counsel and have concluded that, given the risks and costs associated with litigation, this Settlement is appropriate.

**WHEREAS**, the Parties desire to fully and finally settle, compromise, and resolve all of Class Plaintiff’s claims in the Lawsuit and all claims Class Plaintiff could have brought in the Lawsuit, pursuant to the full and timely performance of the terms and conditions set forth below.

## **PROVISIONS**

### **1. COOPERATION BY THE PARTIES**

The Parties to this Settlement and their counsel agree to cooperate fully with each other to promptly execute all documents and take all steps necessary to effectuate the terms and conditions of this Settlement Agreement.

### **2. APPOINTMENT OF ADMINISTRATOR**

The parties will stipulate to and seek the Court's order appointing CPT Group to act as the settlement administrator (the "Administrator") for purposes of this settlement. The Administrator shall be responsible for, among other matters:

(a) Mailing and emailing of the Summary Notice (as defined in Paragraph 7(a) below) to Known Class Members (as defined in Paragraph 5(a) below) and receiving Request for Exclusion Forms (as defined in Paragraph 7 below);

(b) Publishing notice and administering a claims process for the Unknown Class Members (as defined in Paragraph 7 below) and receiving Request for Exclusion Forms;

(c) Maintaining a website (the "Settlement Website") that will include copies of a Long Form Notice, the Summary Notice, the Publication Notice, the Request for Exclusion Form, and documents filed in the Lawsuit, informing Settlement Class Members of deadlines and receiving claims electronically; and

(d) Resolving any disputes regarding membership in the Settlement Class as defined in Paragraph 4 of this Settlement Agreement and the Administrator's reasonable decision on any such issue or dispute shall be final in the absence of any manifest error, binding, and non-appealable.

All costs of the Administrator which are reasonably and properly incurred in the administration of the Settlement shall be paid by Defendant.

### **3. APPOINTMENT OF SETTLEMENT CLASS REPRESENTATIVE AND SETTLEMENT CLASS COUNSEL**

For the purpose of the Settlement of the Lawsuit only, Class Plaintiff shall request that the Court appoint her as representative of the Settlement Class ("Settlement Class Representative"), and to appoint Greene, Broillet & Wheeler LLP, Nelson & Fraenkel LLP, and Levin, Papantonio, Rafferty, Proctor, Buchanan, O'Brien, Barr & Mougey as "Settlement Class Counsel." In the event that this Settlement does not receive final approval from the Court (or if a final approval order is reversed on appeal), no Party shall use this provision of the Settlement Agreement or the appointment of a Settlement Class Representative and/or

Settlement Class Counsel for any purpose whatsoever in the Lawsuit or in any other action or proceeding.

**4. DEFINITION OF THE SETTLEMENT CLASS**

(a) Class Definition

For purposes of this settlement only, the parties agree that the “Settlement Class” is defined as follows:

All persons who when they were residents of California purchased for personal or household use a new Frontier ClickTight Harness-2-Booster Seat or Pioneer Harness-2-Booster Seat (the “Class Child Seats”), between August 14, 2016 up to and including August 14, 2020.

“Settlement Class Members” shall be all individuals who meet this definition and who are not excluded by Paragraph 4(b) below. The Settlement Class Period shall be August 14, 2016 up to and including August 14, 2020 and shall include Class Child Seats manufactured before September 30, 2019.

The Class Child Seats are those depicted in the photographs below:



(b) Those Expressly Excluded From the Settlement Class

Excluded from the Class are: (a) Britax and its board members, executive-level officers, attorneys, and immediate family members of any such persons; (b) governmental entities; (c) the Court, the Court’s immediate family, and the Court staff; (d) any person who

purchased a Class Child Seat that caused an injury or death or any person asserting a claim for injury or wrongful death as a result of the use of a Class Child Seat; and (e) any person who timely and properly excludes himself or herself from the Class.

In addition, any individual who previously settled or released all of the claims covered by this Settlement, any individual who previously was paid or received awards through civil or administrative actions for all of the claims covered by this Settlement, any individual whose claims covered by this Settlement were previously adjudicated by another court, or any individual who excludes himself, or herself from the Settlement Class pursuant to Paragraph 4(d), shall not be a member of the Settlement Class.

(c) Certification of the Settlement Class

Solely for the purposes of implementing this Settlement Agreement and effectuating the Settlement, Defendant shall not oppose a request by Class Plaintiff that the Court enter an order preliminarily certifying the Settlement Class, appointing Class Plaintiff as the Settlement Class Representative, and appointing Greene, Broillet & Wheeler, LLP; Nelson & Fraenkel LLP; and Levin, Papantonio, Rafferty, Proctor, Buchanan, O'Brien, Barr & Mougey, P.A. as Settlement Class Counsel. In the event that this Settlement does not receive final approval from the Court (or if a final approval order is reversed on appeal), no Party shall use this provision or the certification of the Settlement Class, the appointment of Class Plaintiff as the Settlement Class Representative, or the appointment of Greene, Broillet & Wheeler, LLP, Nelson & Fraenkel LLP and Levin, Papantonio Rafferty, Proctor, Buchanan, O'Brien, Barr & Mougey, P.C. as Settlement Class Counsel for any purpose whatsoever in the Lawsuit, or in any other action or proceeding.

(d) Settlement Class Members' Right to Exclude Themselves From the Settlement Class

Settlement Class Members may exclude themselves from the Settlement Class and from participation in the Settlement by completing the Request for Exclusion Form (in substantially the same form as attached to this Settlement Agreement as Exhibit "E") or by submitting a written request to be excluded that contains the information identified in the Request for Exclusion Form and returning it to the Administrator, postmarked no later than ninety (90) days after the Summary Notice (as defined below) is first mailed to Known Class Members (as defined below) or provided to Unknown Class Members (as defined below). The date on which Request for Exclusion must be postmarked is referred to herein as the "Submission Date". Any Settlement Class Member who does not provide the Administrator with a timely Request for Exclusion Form shall be bound by all the terms and conditions of this Settlement Agreement, including the release of identified claims set forth hereinafter.

## 5. CONSIDERATION BY DEFENDANT

In consideration for the releases and dismissals set forth in this Settlement Agreement, and subject to approval by the Court, Defendant agrees as follows:

(a) Known Class Members: Defendant estimates that it has contact information for approximately 21,097 purchasers of the Class Child Seats who are Settlement Class Members (“Known Class Members”). Defendant agrees to pay Known Class Members \$40 for each Class Child Seat purchased by the Known Class Member without the need for the Known Class Member to file a claim.

- (1) If between 80% and 100% of the Known Class Members cash their checks, any residual value due to uncashed checks of the Known Class Members will revert to Defendant;
- (2) If less than 80% of the Known Class Members cash their checks, Defendant shall pay the value of uncashed checks up to 80% of the Known Class Members’ settlement value to the following cy pres recipient: Safe Kids Worldwide®

(b) Unknown Class Members: Defendant estimates that in addition to the 21,097 units sold to Known Class Members, another approximately 45,608 units were sold to Settlement Class Members for whom Defendant has no contact information (“Unknown Class Members”). For those Unknown Class Members, Defendant agrees to pay each Unknown Class Member \$40 for each Class Child Seat purchased by those Unknown Class Members who successfully submit a Claim Form in the form attached hereto as Exhibit “F”, to the Administrator postmarked on or before the Submission Date. To the extent that any Unknown Class Member receives and fails to cash his/her Settlement Payment within the time prescribed in the check, the value of any uncashed checks shall revert to the Defendant.

The payments made pursuant to the Settlement to Known Class Members and Unknown Class Members are referred to collectively as the “Settlement Payments.”

(c) The Settlement Class Disclosure: Defendant agrees to provide to the Settlement Class a disclosure relating to the safety allegations asserted in the Lawsuit. The Parties agree to the following Settlement Class Disclosure:

Britax through this Notice and through publication on the Settlement website is directing, as a part of the Settlement, Settlement Class Members to a Consumer Reports article regarding product reviews and testing done by Consumer Reports on the Class Child Seats. That article describing the Class Child Seats and Consumer Report’s in-house testing protocol can be found at this location: <https://www.consumerreports.org/toddler-booster-seats/child-car-seats-from-britax-cosco-graco-harmony-break-in-consumer-reports-tests>. Britax’s response to the Consumer Reports article can be found at:

<https://us.britax.com/press/archive/october-16-2018-official-statement-2018-consumer-reports-harness-2-booster-test-ratings>.

(d) The Administrator shall distribute the Settlement Payments in the manner set forth herein. The Settlement Payments will be distributed to each Known Class Member who does not submit a valid Request for Exclusion Form without the need for the Known Class Member to submit a Claim Form and to each Unknown Class Member who successfully submits a Claim Form and does not submit a valid Request for Exclusion Form.

(e) Defendant agrees to make the Settlement Payments described above in full settlement and compromise of this Lawsuit and in release and discharge of any and all claims and causes of action made in this Lawsuit, and in release and discharge of any and all claims and causes of action arising out of the events or incidents referred to in the pleadings in this Lawsuit, subject to Court approval. Defendant's obligation to pay, shall be conditioned upon, and payable within thirty (30) calendar days of, final approval by the Court of this Settlement, and after resolution of any appeals (the "Final Effective Date"). If the motion for final approval of the Settlement is not granted by the Court, Defendant shall have no obligation to make payment of the Settlement proceeds and no claims or causes of action will be released.

## **6. FILING OF MOTION TO CERTIFY SETTLEMENT CLASS**

As part of Class Plaintiff's Motion for Preliminary Approval, Class Plaintiff shall request the Court to certify the Settlement Class, as defined herein, for purposes of settling the Lawsuit. Defendant does not advocate for, but shall not oppose, the certification of the Settlement Class for settlement purposes only. In the event that this Settlement does not receive final approval from the Court (or if the Final Approval Order is reversed on appeal), no Party shall use this provision or the certification of the Settlement Class for any purpose whatsoever in the Lawsuit or in any other action or proceeding.

## **7. NOTICE OF SETTLEMENT; TIME TO SUBMIT REQUESTS FOR EXCLUSION**

### **(a) Notice of Settlement**

The Parties agree that within fourteen (14) calendar days of execution of the Court's order granting preliminary approval (the "Preliminary Approval Order"), Defendant will provide the Known Class Members' information, including name, last known address, telephone number, and/or email address, to the extent such information is available, to the Administrator. Within fourteen (14) calendar days after receipt of the foregoing information from Defendant (the "Notice Date"), the Administrator will mail the Summary Notice (Postcard) to the Known Class Members via first class United States Mail, at their last known postal address and send by email to any email address for Known Class Members the Summary Notice (Email) of the terms and conditions of this Settlement in substantially the same forms as Exhibits "B" and "C" hereto. In addition, on the Notice Date, the

Administrator shall post on a Settlement Website at www.\_\_\_\_\_, the Long Form Notice in substantially the form as Exhibit “A” hereto, along with other documents regarding the Settlement and this Lawsuit. The Administrator shall also post on the Settlement Website the “Request for Exclusion Form” in substantially the same form as Exhibit “E” attached hereto.”

In addition, on the Notice Date, the Administrator will cause to be published the Publication Notice in substantially the form as Exhibit “D” hereto, in the manner described in the Court’s Preliminary Approval Order.

Exhibits “A” through “D” shall be collectively referred to as the “Settlement Notice.”

The Settlement Notice shall inform Settlement Class Members:

- (1) of the terms of the Settlement;
- (2) of the Submission Date which is the deadline for submitting a Request for Exclusion Form, or a copy thereof, to the Administrator (*i.e.*, ninety days (90) days after the Notice Date (the date that the Administrator mails the Summary Notice to Known Class Members));
- (3) that any Request for Exclusion Form that is post-marked later than the Submission Date deadline will not be considered timely;
- (4) of the name and address of the Administrator to which the Request for Exclusion Form must be sent;
- (5) of the Submission Date and the manner by which Unknown Class Members are to submit a Claim Form for payment;
- (6) the date on which the Court shall have a hearing to determine whether to grant final approval to the Settlement; and
- (7) of the Submission Date when objections must be filed and the manner in which Settlement Class Members may voice any objections to the Settlement and any request for an award of Attorneys’ Fees and Expenses and Class Plaintiff’s Service Award .

(b) Mailing of Notice and Request For Exclusion Form

The Administrator shall send the Summary Notice (Postcard) to all Known Class Members who can reasonably be identified via first class United States Mail. Before the first mailing, the Administrator will perform a National Change of Address (“NCOA”) search and shall also update the NCOA search for any Settlement Notice that is returned as undeliverable. If after performing the NCOA search, a Settlement Notice is returned

undeliverable after mailing, the Administrator will have no obligation to conduct a further search for the Settlement Class Member.

(c) Notice to Federal and State Officials

Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b), Defendant shall serve notice of the Settlement via First Class Mail on any required federal and state officials no later than 10 calendar days after the filing of this Settlement Agreement with the Court.

(d) Time for Submission of Request for Exclusion

- (1) To be considered timely, a Request for Exclusion must be received by the Administrator and post-marked on or before the Submission Date.
- (2) The submission of a Request for Exclusion will be deemed completed on the earlier of the date of receipt by the Administrator or the postmark date on the envelope containing the Request for Exclusion.
- (3) Any Settlement Class Member who receives notice other than through mailing and emailing of a Summary Notice by the Administrator shall be subject to verification that said individual is a member of the Settlement Class. Verification may be obtained through that Settlement Class Member's provision of a receipt for the purchase of one or more Class Child Seats during the Class Period.

(e) Defective Request For Exclusion Forms

A Request for Exclusion Form shall be defective if a Settlement Class Member fails to (1) sign the form as required, (2) provide his/her most recent address and phone number; or (3) provide accurate identifying information upon request. If the Administrator receives a defective Request for Exclusion Form, the Administrator shall return such form to the Settlement Class Member via first class mail (*i.e.*, provide a "Deficiency Notice") and instruct the Settlement Class Member as to the basis of the deficiency, and that he/she has until the later of (1) thirty (30) days or (2) the Submission Date within which to correct, complete, and/or sign such form and return it to the Administrator via first class mail and/or to provide the requested information to the Administrator. The Administrator will send only one Deficiency Notice per member of the Settlement Class. If a completed Request for Exclusion Form or the requested information is not received within said time frame or remains defective, the Request for Exclusion Form shall be considered defective and invalid for purposes of this Settlement. The Administrator will provide the identity of Settlement Class Members who submitted defective Request for Exclusion Forms to Settlement Class Counsel and Defendant's counsel at the same time a Settlement Class Member is notified that his/her form is defective.

(f) Time and Manner for Submission of Claim Forms by Unknown Class Members

Unknown Class Members shall submit to the Administrator a Claim Form for payment by the Submission Date and the Claim Form shall include the following: Name, Address, Email Address, a receipt or other document confirming the purchase of a Class Child Seat and the date of purchase and/or identification of the serial number and manufacturing date between August 14, 2016 and September 30, 2019 for the Class Child Seat (this can be accomplished by a photograph of the sticker found on each of the Class Child Seats.

(g) Report by Administrator

No later than twenty-eight calendar days prior to the Final Approval Hearing, the Administrator shall provide the Parties with a declaration (the “Administration Declaration”) setting forth the steps taken by the Administrator to provide notice to Settlement Class Members, the number of undeliverable Settlement Notices, the number of Requests for Exclusion and the number of Claim Forms submitted.

(h) Retention of Request for Exclusion Forms

The Administrator shall maintain the completed Request For Exclusion Forms throughout the administration of the Settlement and forward a copy of all completed Request for Exclusion Forms to Defendant and Settlement Class Counsel ten (10) calendar days after the Submission Date.

(i) Rescission of Exclusion Forms

- (1) The parties recognize that some Settlement Class Members who initially submit a Request for Exclusion Form seeking exclusion may, upon further reflection, wish to withdraw or rescind such Request for Exclusion Form. Settlement Class Members shall be permitted to withdraw or rescind their Request for Exclusion Form by submitting a “Rescission of Exclusion” statement to the Administrator that includes their name, address, and telephone number and the following language: “I previously submitted an Exclusion Form. I have reconsidered and wish to withdraw my request seeking exclusion.”
- (2) Settlement Class Members submitting such Rescission of Exclusion statements shall sign and date the statement and cause it to be delivered to the Administrator on or before the Submission Date. A copy of any such Rescission of Exclusion Form shall be provided to Defendant’s counsel and Settlement Class Counsel within five (5) calendar days of receipt by the Administrator.

## **8. COURT'S PRELIMINARY APPROVAL**

As soon as practical after execution of this Settlement Agreement, Class Plaintiff shall seek preliminary approval of this Settlement by the Court and for entry of a Preliminary Approval Order in substantially the same form as Exhibit "1" attached hereto. As part of the preliminary approval process, the Court shall be asked to approve, among other matters, the terms of the Settlement, the method of providing notice, and the Settlement Notice.

## **9. FINAL APPROVAL HEARING**

The Settlement Notice shall contain a date, time, and location for a "Final Approval Hearing." The exact date, time, and location of the Final Approval Hearing shall be set forth in the Settlement Notice. At the Final Approval Hearing, Settlement Class Counsel shall request the Court to grant final approval to the Settlement and shall also request that the Court approve any applications for attorneys' fees, costs, and expenses to be paid by the Defendant.

## **10. PROCEDURE FOR OBJECTING TO SETTLEMENT**

### **(a) Procedure for Objecting to the Settlement**

The Settlement Notice shall inform Settlement Class Members who wish to object to the Settlement that they must file with the Court and serve on the Administrator a written statement objecting to the Settlement on or before the Submission Date. The Administrator shall forward copies of all such objections to Settlement Class Counsel and Defendant's counsel within five [5] calendar days of receipt by the Administrator of the objection. A written objection must contain: (1) the objecting Settlement Class Member's signature; (2) the date of the objection; (3) the Settlement Class Member's name, address and email address; (4) the case name and number (*Margaret Stevens v. Britax Child Safety, Inc.*, Central District of California, Case No. 2:20-cv-07373-MCS-AS); (5) the basis for the objection and any legal support for the objection; (6) if the Settlement Class Member is represented by an attorney or has had an attorney assist in the objection, the name and address of that attorney; and (7) whether the Settlement Class Member will appear in person or through an attorney at the Final Approval Hearing. No Settlement Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) or to object to the Settlement, and no written objections or briefs submitted by any Settlement Class Member shall be received or considered by the Court at the Final Approval Hearing, unless written notice of the Settlement Class Member's intention to appear at the Final Approval Hearing, and copies of any written objections or briefs, have been filed with the Court and served on the Administrator on or before the Submission Date. Settlement Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall forever be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, or any aspect of the Settlement, including, without limitation, the fairness, reasonableness or adequacy of the Settlement.

(b) Procedure for Objecting to Settlement Class Counsel's Fee Request

The Notice shall inform Settlement Class Members who wish to object to Settlement Class Counsel's application for attorneys' fees, costs ("Attorneys Fees and Expenses"), and a service award for Settlement Class Representative (the "Service Award"), must file with the Court and serve on the Administrator a written statement objecting to Settlement Class Counsel's application for Attorneys' Fees and Expenses", and the Service Award. Such written statement must be filed with the Court and served on the Administrator by the Submission Deadline. A written objection must contain: (1) the objecting Settlement Class Member's signature; (2) the date of the objection; (3) the Settlement Class Member's name and address; (4) the case name and number (*Margaret Stevens v. Britax Child Safety, Inc.*, Central District of California, Case No. 2:20-cv-07373-MCS-AS); (5) the basis for the objection and any legal support for the objection; (6) the identification of any attorney who is representing or assisting the Settlement Class Member. Settlement Class Counsel shall file their request for Attorneys' Fees and Expenses and Class Plaintiff's Service Award at least twenty-eight (28) days before the Final Approval Hearing, and it shall be posted to the Settlement Website as soon as practicable thereafter. No Settlement Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to object to Settlement Class Counsel's Attorneys' Fees and Expenses application, and no written objections or briefs submitted by any Settlement Class Members shall be received or considered by the Court at the Final Approval Hearing on this issue, unless written notice of the Settlement Class Member's intention to appear at the Final Approval Hearing, and copies of any written objections or briefs, have been filed with the Court and served on the Administrator on or before the Submission Date. Settlement Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall forever be foreclosed from making any objection (whether by appeal or otherwise) to Settlement Class Counsel's Attorneys' Fee and Expenses application and Class Plaintiff's Service Award application. The Administrator shall forward copies of any objections received from Settlement Class Members within five (5) calendar days of the Administrator's receipt of the objection.

**11. [PROPOSED] FINAL APPROVAL ORDER, FINAL JUDGMENT AND ORDER OF DISMISSAL**

Upon final approval of the settlement, the Court shall be requested to issue a Final Approval Order and Final Judgment in substantially the same form as Exhibits "2" and "3" attached hereto, respectively, which shall, *inter alia*:

(a) Grant final approval to the settlement as fair, reasonable, adequate, in good faith and in the best interests of the Settlement Class, as a whole, and order the Parties to carry out the provisions of this Settlement Agreement.

(b) Adjudge that Class Plaintiff and all Settlement Class Members are conclusively deemed to have released Defendant and the Released Defendants (as defined below), of and from any and all rights, claims, demands, liabilities, causes of action, liens and

judgments arising out of or in any way related to the matters set forth, or that could have been set forth, in the Lawsuit in relation to the alleged claims relating to the release of the Settlement Class.

(c) Bar and permanently enjoin Class Plaintiff and each Settlement Class Member from prosecuting against the Defendant and the Released Defendants (as defined below), any and all of the settled and released claims which the Settlement Class Members or any of them had, have or may have in the future, arising out of, based upon, or otherwise related to any of the settled and released claims or any of the allegations contained in the operative complaint which is Class Plaintiff's Second Amended Complaint (the "Complaint").

(d) Reserve continuing jurisdiction as provided herein.

**12. APPROVAL AND ADOPTION OF [PROPOSED] FINAL JUDGMENT BY COURT AND FINAL JUDGMENT**

Class Plaintiff shall seek final approval and adoption of this Settlement from the Court for entry of the Final Judgment and the Final Approval Order, as well as an Attorneys' Fee and Expenses Order.

**13. FEES AND COSTS**

All of the Parties to this Settlement Agreement will bear their own fees and costs, unless otherwise provided herein.

No later than at least twenty-eight (28) days before the Final Approval Hearing, Settlement Class Counsel may make written application to the Court for an award of attorneys' fees incurred in the prosecution of the Lawsuit in an amount not to exceed 25% of the amount paid out by the Defendant in the Settlement. Settlement Class Counsel will also request costs and expenses in an amount not to exceed \$25,000, as well as a request for a Service Award in an amount not to exceed \$3,000 for the Class Plaintiff. The Court (and only the Court) shall determine the final amount of the Attorneys' Fees and Expenses, if any. Any Attorneys' Fees and Expenses and Service Award to Class Plaintiff that is approved shall be paid separately from the settlement proceeds referred to in Paragraph 5 of this Settlement Agreement. This Settlement Agreement will be binding and enforceable regardless of whether the Court approves the Attorneys' Fees and Expenses sought by Settlement Class Counsel and the Service Award to Class Plaintiff.

The payment of Attorneys' Fees and Expenses, and any Service Award payment to Class Plaintiff are subject to and dependent upon the Court's approval of the Settlement Agreement as fair, reasonable, adequate and in the best interests of Settlement Class Members. However, this Settlement Agreement is not dependent or conditioned upon the Court approving Class Plaintiff's and Settlement Class Counsels' requests for such payments or awarding the particular amounts sought by Class Plaintiff or Settlement Class Counsel. In the event the Court declines Class Plaintiff's and/or Settlement Class Counsels' requests or

awards less than the amounts sought, this Settlement Agreement shall continue to be effective and enforceable by the Parties.

The Court (and only the Court) shall determine the final amount, if any, of the Service Award. This Service Award is intended to compensate Class Plaintiff for her efforts in the litigation and commitment on behalf of the Settlement Class. Any Service Award approved shall be paid in addition to the Settlement Payments referred to in Paragraph 5 of this Settlement Agreement.

Class Plaintiff shall be solely responsible for reporting and payment of any federal, state, and/or local income or other tax or any withholding, if any, on any of the benefit conveyed to her pursuant to this Settlement Agreement. Settlement Class Counsel and Defendant make no representations, and have made no representations, as to the taxability of the relief to Class Plaintiff. Class Plaintiff, just like Settlement Class Counsel and Defendant, is responsible for seeking her own tax advice at her own expense

Defendant will pay any Service Award and Attorneys' Fees and Expenses approved by the Court within thirty (30) calendar days of the later of: (1) the Final Effective Date; or (2) receipt by Defendant's counsel of the Class Plaintiff's and Settlement Class Counsel's completed w-9 forms. Defendant shall make the payments by checks made payable to "Greene, Broillet & Wheeler LLP Trust Account" and send them by overnight mail to Greene, Broillet & Wheeler LLP, c/o Christine D. Spagnoli, 222 N. Pacific Coast Highway, Suite 2100, P.O. Box 955, El Segundo, CA 90245.

Defendant shall not make any payment other than the Settlement Payments referred to in Paragraph 5 of this Settlement Agreement, the costs to administer the Settlement as described in Paragraph 2 and any Attorneys' Fees and Expenses and any Service Award ordered by the Court as described in Paragraph 13. In the event the Attorneys' Fees and Expenses finally approved by the Court is less than the amount applied for, no other relief may be sought from the Court under this Settlement Agreement, so as to increase the award of Attorneys' Fees and Expenses or otherwise make up some or all of the shortfall. In the event the Service Award finally approved by the Court is less than the amount applied for, no other relief may be sought from the Court under this Settlement Agreement, so as to increase the Service Award or make up some or all of the shortfall

#### **14. RELEASED CLAIMS**

The "Claims Released By Plaintiff Margaret Stevens," and "Claims Released By The Settlement Class," as defined below, shall be known collectively as the "Released Claims."

(a) Claims Released By Class Plaintiff Margaret Stevens

As of the Final Effective Date, and only once Final Approval is granted, Class Plaintiff Margaret Stevens releases Defendant and each of its past, present and future owners, stockholders, all present and former parent corporations, related or affiliated companies,

subsidiaries, officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, attorneys, auditors, consultants, insurers and re-insurers, and their respective successors and predecessors in interest, and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and any individual or entity which could be jointly liable with Defendant (the “Released Defendants”) from the “Claims Released By Plaintiff Margaret Stevens” as defined below.

For purposes of this Settlement Agreement, the “Claims Released By Plaintiff Margaret Stevens” are defined as: All claims, demands, rights, liabilities, costs, expenses, attorneys’ fees, damages, and causes of action, of every nature and description whatsoever, whether known or unknown, that were or could have been asserted in the Lawsuit, whether in tort, contract, statute, rule, ordinance, order, regulation, or otherwise, including but not limited to those for violations of California Civil Code § 1750 (Consumers Legal Remedies Act); violations of California Business & Professions Code § 17500 (False Advertising Law); California Civil Code §§ 1891-1794 (Implied Warranty) and; quasi-contract.

(b) Claims Released By The Settlement Class

As of the Final Effective Date, and only once final approval is granted, all Settlement Class Members who are not expressly excluded from the Settlement Class as set forth in Paragraph 4(b) above, will release Defendant and each of its past, present and future owners, stockholders, all present and former parent corporations, related or affiliated companies, subsidiaries, officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, attorneys, auditors, consultants, insurers and re-insurers, and their respective successors and predecessors in interest, and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and any individual or entity which could be jointly liable with Defendant (the “Released Defendants”) from the “Claims Released By The Settlement Class” as defined below.

For purposes of this Settlement Agreement, the “Claims Released By The Settlement Class” are defined as: All claims, demands, rights, liabilities, costs, expenses, attorneys’ fees, damages, and causes of action, of every nature and description whatsoever, whether known or unknown, that were or could have been asserted in the Lawsuit arising from their purchase or use of Frontier ClickTight Harness-2-Booster Seat or Pioneer Harness-2-Booster Seat, whether in tort, contract, statute, rule, ordinance, order, regulation, or otherwise, including but not limited to those for violations of California Civil Code § 1750 (Consumers Legal Remedies Act); violations of California Business & Professions Code § 17500 (False Advertising Law); California Civil Code §§ 1891-1794 (Implied Warranty) and; quasi-contract. Expressly excluded from the Claims Released by the Settlement Class are any claims for personal injury or wrongful death.

**15. WAIVER OF RIGHTS**

(a) The parties hereto, stipulate and agree that, as of the Final Effective Date, the consideration received by the Settlement Class Members pursuant to this Settlement

Agreement compensates the Settlement Class for all damages, all restitution, all penalties, and all liability related to any compensation to which they may be entitled to as a result of the allegations that were, or could have been made, in the Lawsuit.

(b) By granting preliminary and final approval of the Settlement, the Court will have reviewed this Settlement Agreement and concluded that the Settlement is fair, reasonable and adequate.

## **16. NO ADMISSION BY THE PARTIES**

Defendant and the other Released Defendants deny any and all claims alleged in the Lawsuit, and deny all wrongdoing whatsoever. This Settlement Agreement is neither a concession nor an admission, and shall not be used against Defendant or any of the Released Defendants as an admission or indication with respect to any claim of any fault, concession or omission by Defendant or any of the Released Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to this Settlement Agreement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or the Released Defendants, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants or any of the Released Defendants of any liability, fault, wrongdoing, omission, concession or damage; or disclosed, referred to or offered or received in evidence against Defendant or any of the Released Defendants in any further proceeding in the Lawsuit, or any other civil, criminal or administrative action or proceeding, except for purposes of settling the Lawsuit pursuant to this Settlement Agreement.

## **17. COMMUNICATIONS REGARDING THE SETTLEMENT**

(a) Class Plaintiff, Defendant, Settlement Class Counsel, and Defendant's counsel shall not (i) initiate or cause the initiation of any communications concerning the Settlement with any media organization unless agreed upon by the Defendant, its counsel and Settlement Class Counsel. As used in this paragraph, "media organization" shall include, without limitation, print, broadcast, television, satellite, internet and social media.

(b) Nothing herein shall prevent Settlement Class Counsel from answering questions initiated by the Settlement Class or prevent counsel for the Parties from taking any and all steps necessary to assist with the administration of the Settlement Website.

(c) Defendant shall be free to assert in the public domain its (i) non-admission of wrongdoing, (ii) its position that the Frontier ClickTight Harness-2-Booster Seats and Pioneer Harness-2-Booster Seats are safe, and (iii) any payments approved by the Court.

## **18. NULLIFICATION OF AGREEMENT**

In the event: (a) the Court does not enter the Preliminary Approval Order specified herein in substantially the same form as Exhibit "1" attached hereto; (b) the Court does not

finally approve the Settlement as provided herein; (c) the Court does not issue a Final Approval Order and Final Judgment (as provided herein and in substantially the same form as Exhibits “2” and “3” attached hereto) which becomes final and not subject to any appeals; or (d) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void *ab initio*. In such event, the Parties hereto shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed.

Nothing shall prevent any of the Parties from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of this Settlement. In the event such appellate proceedings result, by order of the appellate court or by an order after remand or a combination thereof, in the entry of an order(s) whereby the Settlement is approved in a manner substantially consistent with the substantive terms and intent of this Settlement Agreement, and dismissing all claims in the Lawsuit with prejudice, and otherwise meeting the substantive criteria of this Settlement Agreement for approval of the settlement, such order shall be treated as a Final Approval Order.

## **19. REPRESENTATIONS AND WARRANTIES**

Each Party to this Settlement Agreement represents and warrants that she or it has not heretofore assigned or transferred, or purported to assign or transfer, any of the claims released pursuant to this Settlement Agreement to any other person and that she or it is fully entitled to compromise and settle same.

## **20. CALIFORNIA LAW**

All questions with respect to the construction of this Settlement Agreement and the rights and liabilities of the Parties hereto shall be governed by the laws of the State of California applicable to agreements to be wholly performed within the State of California.

## **21. OWN COUNSEL**

Each party hereto acknowledges that she or it has been represented by counsel of her or its own choice throughout all of the negotiations that preceded the execution of this Settlement Agreement and in connection with the preparation and execution of this Settlement Agreement.

## **22. FURTHER ACTS AND DOCUMENTS**

The Parties hereto agree to do such acts and execute all such documents necessary to effectuate the intent of this Settlement Agreement.

**23. COUNTERPARTS**

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and will be effective upon execution by all Parties.

**24. HEADINGS**

The headings contained in this Settlement Agreement are for reference only and are not to be construed in any way as a part of the Settlement Agreement.

**25. ENTIRE AGREEMENT**

This Settlement Agreement represents the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral and written agreements and discussions. Each Party covenants that she or it has not entered into this Settlement Agreement as a result of any representation, agreement, inducement, or coercion, except to the extent specifically provided herein. Each Party further covenants that the consideration recited herein is the only consideration for entering into this Settlement Agreement and that no promises or representations of another or further consideration have been made by any person. This Settlement Agreement may be amended only by an agreement in writing duly executed by all Parties hereto.

**26. BINDING EFFECT**

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and to their respective heirs, assigns and successors-in-interest.

**27. DRAFTING**

Each Party hereto has cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction to be made of this Settlement Agreement, the same shall not be construed against any Party as drafter of this Settlement Agreement.

**28. SEVERABILITY**

In the event any covenant or other provision herein is held to be invalid, void or illegal, the same shall be deemed severed from the remainder of this Settlement Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision herein. If any covenant, condition or other provision herein is held to be invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**29. INCORPORATION OF EXHIBITS**

All exhibits attached to this Settlement Agreement are hereby incorporated by reference as though set forth fully herein and are a material part of this Settlement Agreement. Any notice, order, judgment or other exhibit that requires approval of the Court must be approved without material alteration from its current form in order for this Settlement Agreement to become effective. Notwithstanding this paragraph, insubstantial changes to the attached exhibits shall not invalidate the Settlement Agreement.

**30. AUTHORITY**

Each Party hereto warrants and represents that each of the persons or entities executing this Settlement Agreement is duly empowered and authorized to do so.

**31. WAIVER OF RIGHT TO OBJECT**

Class Plaintiff agrees to sign this Settlement Agreement and by signing this Settlement Agreement is bound by the terms herein stated and further agrees not to request to be excluded from the Settlement Class and agrees not to object to any of the terms of this Settlement Agreement. Any such request for exclusion or objection shall therefore be void and of no force or effect.

**32. ADMINISTRATION OF SETTLEMENT AND COMPLIANCE**

The Court shall have continuing jurisdiction to resolve any dispute which may arise with regard to the terms and conditions of this Settlement Agreement.

**33. NOTICE**

All notices, requests, demands and other communications required or permitted to be given pursuant to this Settlement Agreement (other than the Notice to Settlement Class Members) shall be in writing and shall be delivered personally, emailed, or mailed postage pre-paid by first class mail to the following persons at their addresses set forth as follows:

Class Counsel:

**NELSON & FRAENKEL LLP**

Gretchen M. Nelson  
gnelson@nflawfirm.com  
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Defendant's Counsel:

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555 South Flower Street, Suite 3300  
Los Angeles, CA 90071-2418  
*Attorneys for Defendant Britax Child Safety, Inc.*

**WHEREFORE**, Plaintiff Margaret Stevens, on her own behalf and on behalf of the Settlement Class, and Defendant, by their duly authorized agents or counsel, have executed this Settlement Agreement as of the dates set forth below.

**Class Plaintiff Margaret Stevens**

Dated: March \_\_, 2022

\_\_\_\_\_  
Margaret Stevens, as an individual and  
as a Settlement Class Member

**Defendant Britax Child Safety, Inc.**

Dated: March \_\_, 2022

By \_\_\_\_\_

**APPROVED AS TO FORM AND CONTENT**

**NELSON & FRAENKEL LLP**

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BY \_\_\_\_\_  
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*Attorneys for Plaintiff Margaret Stevens*

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BY \_\_\_\_\_

Erik Swanholt

*Attorneys for Defendant Britax Child Safety, Inc.*