

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement” or “Agreement”) is made and entered into by and between plaintiffs Haleh Allahverdi, Jillian Blenis, Haley Burgess, Nicole Dickens, and Lili Mitchell (collectively, “Plaintiffs” or “Class Representatives”), individually and as representatives of the Settlement Class as defined below, and Thinx Inc. Plaintiffs and Thinx collectively are referred to herein as the “Parties,” or, respectively, as a “Party.”

DEFINITIONS

As used herein, the following terms have the meanings set forth below:

- A. “Action” means the litigation entitled *Nicole Dickens, et al. v. Thinx Inc.*, Case No. 1:22-cv-04286-JMF, filed in the United States District Court for the Southern District of New York (the “Court”).
- B. “Attorneys’ Fee and Expense Payment” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded to Class Counsel by the Court from the Cash Minimum Fund.
- C. “Cash Minimum Amount” means the amount of four million dollars (\$4,000,000.00) to be deposited by Thinx in the Cash Minimum Fund.
- D. “Cash Minimum Fund” means the non-reversionary cash fund described in Section 3.2 of this Agreement to be distributed in accordance with the terms of this Agreement.
- E. “Claim Form(s)” means the form(s) for Settlement Class Members to make a claim, substantially in the form of Exhibits A and B.
- F. “Class Counsel” means Erin Ruben, Hunter Bryson, Harper Segui, and Rachel Soffin of the law firm of Milberg Coleman Bryson Phillips Grossman PLLC.
- G. “Notice” means the method of communication of this Settlement to the Settlement Class, as contemplated in Section 7 of this Agreement, and approved by the Court. The Notice shall be substantially in the forms attached as Exhibits C (“Email Notice”), D (“Postcard Notice”), and E (“Detailed Notice”).
- H. “Notice Plan” means the plan for disseminating notice of the Settlement to the Settlement Class, described in Section 7.3 of this Agreement.
- I. “Notice Date” means the first date on which notice is emailed or mailed to the Settlement Class, provided, however, that any re-emailing or re-mailing of such notice (including mailing the Postcard Notice to members of the Settlement Class for whom the Email Notice is returned as undeliverable) shall not affect or extend the Notice Date. The Notice Date shall be 45 days after the Court issues the Preliminary Approval Order.
- J. “Preliminary Approval Order” means the Court’s order preliminarily approving the Settlement, Notice, and Notice Plan, substantially in the form of Exhibit F.
- K. “Released Parties” means Thinx, its past or present parent, sister and subsidiary corporations, affiliated entities, predecessors, successors, assigns, and any of their present and former directors, officers, employees, shareholders, investors, agents, partners, licensors, privies, representatives, attorneys, accountants, and all persons acting by, through, under, or in concert with them.

- L. “Releasing Parties” means Plaintiffs and all Settlement Class Members, including any and all of their respective heirs, executors, administrators, representatives, agents, partners, successors, or assigns.
- M. “Replenishment Amount” means the amount of up to one million dollars (\$1,000,000.00) in addition to the Cash Minimum Amount to be paid by Thinx to cover additional valid claims by Settlement Class Members. The Replenishment Amount shall in no event be paid by Thinx unless required for payment of actual valid claims that would otherwise result in exceeding the amount of the Cash Minimum Fund.
- N. “Settlement Administrator” means an independent settlement administrator to be agreed upon by the Parties and approved by the Court.
- O. “Settlement Class” means all natural persons who purchased, not for resale, Thinx Period Underwear in the United States from November 12, 2016, to the date of entry of the Preliminary Approval Order. Excluded from the Settlement Class are (i) Thinx; (ii) its parents, subsidiaries, affiliates, officers, directors, investors, and employees; (iii) any entity in which Thinx has a controlling interest; and (iv) any judge presiding over this Action, their staff, and the members of the judge’s immediate family. Thinx stipulates to this Settlement Class for settlement purposes only.
- P. “Settlement Class Members” means all members of the Settlement Class other than those persons who validly request exclusion from the Settlement Class as set forth in Section 6 this Agreement.
- Q. “Settlement Website” means a publicly-accessible website created and maintained by the Settlement Administrator for the purpose of providing the Settlement Class with notice of and information about the Settlement as well as providing Claim Forms for the Settlement Class to view and submit.
- R. “Thinx’s Counsel” means the law firm of Morrison & Foerster LLP.
- S. “Thinx Period Underwear” means any of the following Thinx period underwear styles sold between November 12, 2016 and the date of entry of the Preliminary Approval Order:
- Cotton Brief
 - Cotton Bikini
 - Cotton Thong
 - Sport
 - Hiphugger
 - Hi-Waist
 - Boyshort
 - French Cut
 - Cheeky
 - Thong
- T. “Valid Claimant” means any Settlement Class Member who submitted a complete, accurate, valid, and timely Claim Form.

RECITALS

This Agreement is made for the following purposes and with reference to the following facts:

WHEREAS, on May 25, 2022, plaintiff Nicole Dickens filed this lawsuit against Thinx in the U.S. District Court for the Southern District of New York, individually and on behalf of a proposed nationwide class and Florida subclass, alleging state law consumer protection, warranty, and common law claims arising out of the purchase of Thinx Period Underwear. Plaintiff Dickens, together with Plaintiffs Haleh Allahverdi, Jillian Blenis, Haley Burgess, and Lili Mitchell, filed a Consolidated Class Action Complaint on August 8, 2022, on behalf of proposed nationwide and California, Florida, and Massachusetts subclasses alleging state law consumer protection, warranty, and other statutory and common law claims arising out of the purchase of Thinx Period Underwear;

WHEREAS, Plaintiffs Allahverdi and Burgess had previously filed, on November 12, 2020, a substantially similar case in the United States District Court for the Central District of California on behalf of a putative nationwide class and California subclass of purchasers of Thinx Period Underwear (*Allahverdi, et al. v. Thinx, Inc.*, 2:20-cv-10341-SSS-JPR (C.D. Cal.)), and voluntarily dismissed that case on August 8, 2022, in order to consolidate all claims in this Action;

WHEREAS, Plaintiffs Blenis and Mitchell had previously filed, on June 18, 2021, a substantially similar case in the United States District Court for the District of Massachusetts on behalf of a putative class of Massachusetts purchasers of Thinx Period Underwear (*Blenis, et al. v. Thinx, Inc.*, 1:21-cv-11019-IT (D. Mass.)), and voluntarily dismissed that case on June 27, 2022, in order to consolidate all claims in this Action;

WHEREAS, the Parties in *Allahverdi* and *Blenis* conducted a full-day mediation before the Hon. Jay Gandhi (Ret.) of JAMS on December 8, 2021, and although they were unable to reach a settlement at the mediation, they continued settlement negotiations for more than six months thereafter, including with Plaintiff Dickens, which culminated in an agreement in principle to resolve all claims of the proposed nationwide Settlement Class in this Action in the State of New York, where Thinx is headquartered, subject to Court approval;

WHEREAS, Class Representatives and Class Counsel believe that the claims asserted in the Action have merit and have examined and considered the benefits to be obtained under this Settlement, the risks associated with the continued prosecution of this complex and time-consuming litigation, and the likelihood of ultimate success on the merits, and have concluded that the Settlement is fair, adequate, reasonable, and in the best interests of the Settlement Class;

WHEREAS, Thinx denies all of the allegations made in the Action and denies that it did anything unlawful or improper, and its agreement to this Settlement is not an admission of guilt or wrongdoing of any kind;

WHEREAS, the Parties have each looked at the uncertainties of trial and the benefits to be obtained under the Settlement, and have considered the costs, risks, and delays associated with the continuation of this Action and the likely appeals of any rulings in favor of either Plaintiffs or Thinx; and

WHEREAS, the Parties desire to settle the Action in its entirety as to Plaintiffs, the Settlement Class Members, and Thinx with respect to all claims arising out of the facts underlying the Action, and intend this Agreement to bind Plaintiffs (both as the Class Representatives and individually), Thinx, and Settlement Class Members;

NOW THEREFORE, in light of the foregoing, for good and valuable consideration, the Parties, and each of them, hereby warrant, represent, acknowledge, covenant, and agree, subject to approval by the Court, as follows:

1. SETTLEMENT CLASS

1.1 **Certification of the Settlement Class.** For purposes of settlement and the proceedings contemplated by this Agreement only, the Parties stipulate and agree that a Settlement Class shall be provisionally certified pursuant to Federal Rule of Civil Procedure 23 as defined in Section 1.3, that Plaintiffs Haleh Allahverdi, Jillian Blenis, Haley Burgess, Nicole Dickens, and Lili Mitchell shall be the Class Representatives and shall represent the Settlement Class for settlement purposes, and that Erin Ruben, Hunter Bryson, Harper Segui, and Rachel Soffin of the law firm of Milberg Coleman Bryson Phillips Grossman shall be appointed as Class Counsel for the Settlement Class.

1.2 **Decertification of the Settlement Class if Settlement Not Approved.** Thinx does not consent to certification of the Settlement Class for any purpose other than to effectuate the Settlement. If the Court does not enter an order granting final approval of the Settlement, or if for any other reason the Effective Date does not occur, any certification of any Settlement Class will be vacated and the Parties will be returned to their positions with respect to the Action as if the Agreement had not been entered into. Specifically: (a) any Court orders preliminarily or finally approving the certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, that Thinx did not oppose the certification of a Settlement Class under this Agreement, or that the Court preliminarily or finally approved the certification of a Settlement Class, shall not be used or cited thereafter by any person in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. In the event the terms and conditions of this Agreement are substantially modified by the Court, Thinx reserves the right to declare this Agreement null and void, in its sole discretion, within fourteen (14) days after such modification. Notwithstanding, in the event the Settlement is not approved, the parties will meet and confer in good faith, to the extent possible, to address the Court's concerns.

1.3 **Definition of Settlement Class.** The "Settlement Class" shall be defined as follows:

All natural persons who purchased, not for resale, the following Thinx Period Underwear in the United States from November 12, 2016, to the date of entry of the Preliminary Approval Order: Cotton Brief, Cotton Bikini, Cotton Thong, Sport, Hiphugger, Hi-Waist, Boyshort, French Cut, Cheeky, and Thong. Excluded from the Settlement Class are (i) Thinx; (ii) its parents, subsidiaries, affiliates, officers, directors, investors, and employees; (iii) any entity in which Thinx has a controlling interest; and (iv) any judge presiding over this Action, their staff, and the members of the judge's immediate family.

2. CONFIDENTIALITY

2.1 The Parties, Class Counsel, and Thinx's Counsel agree that until publication of this Agreement by submission to the Court, the terms of this Agreement and all associated documents and communications, including the negotiations leading to the execution of the Agreement and all submissions and arguments related to the mediation, shall not be disclosed by the Parties, Class Counsel, and Thinx's Counsel other than as necessary to finalize the Settlement and Notice Plan. Upon publication of the Agreement by submission to the Court, the nondisclosure obligations set forth here will no longer apply to the as-filed Agreement or the terms thereof, but such obligations will continue to apply to all other materials and information covered by

this Section, including but not limited to any negotiations leading to the execution of the Agreement.

- 2.2 Either party may respond in neutral terms to inquiries from the press to communicate that the Action has been resolved between the Parties. Any response shall not contain inflammatory language about the Parties or their perceived conduct in the Action, and shall be limited to accurately describing the terms of the Settlement as reflected in the Agreement.

3. SETTLEMENT RELIEF

- 3.1 **Class Benefit.** Each Settlement Class Member who timely submits a valid Claim Form shall have the option to receive either cash reimbursement for past purchases of Thinx Period Underwear (up to three (3) pairs total), or a voucher for future purchases of Eligible Voucher Products as defined below (“Class Benefit”), on the following terms:

- 3.1.1 **Cash Reimbursement.** The amount of cash reimbursement for past purchases of Thinx Period Underwear will be contingent upon whether the Claimant provides a valid proof of purchase. Claimants will not, however, be required to provide proof of purchase for purchases of Thinx Period Underwear reflected in Thinx’s records.

3.1.1.1 Cash reimbursement with proof of purchase: Each Valid Claimant will receive a \$7.00 refund for Thinx Period Underwear that are reflected in Thinx’s records, or for which they submit a valid proof of purchase together with the Claim Form. The maximum cash reimbursement available will be \$21.00.

3.1.1.2 Cash reimbursement without proof of purchase: Each Valid Claimant will receive a \$3.50 cash refund for Thinx Period Underwear that are not reflected in Thinx’s records without proof of purchase but must provide details regarding the style(s) purchased and the approximate date, and location of their purchases, and attest to the purchases under penalty of perjury. The maximum cash reimbursement available will be \$10.50.

- 3.1.2 **Voucher.** Valid Claimants may choose to receive a single-use voucher for a discount of 35% off total purchases of Eligible Voucher Products (as defined below) in a single purchase transaction of up to \$150 on the Thinx website (thinx.com). The maximum discount available shall be up to \$52.50. Vouchers are non-transferable, subject to standard terms and conditions, and shall be valid for six months from the date of issuance. Vouchers may be used on full-price Eligible Voucher Products only, and may not be combined with any other offers, discounts, or promotions. Claimants whose purchases of Thinx Period Underwear are not reflected in Thinx’s records must provide either valid proof of purchase or, if they do not have proof of purchase, details regarding the style(s) purchased, the approximate date, and location of purchase, and an attestation under penalty of perjury as to their purchases. The Thinx products available for voucher use (subject to availability on thinx.com) (“Eligible Voucher Products”) include the products below:

- Super Hiphugger
- Heavy Hiphugger
- Hiphugger
- Sport
- Heavy Boyshort
- Boyshort

- Super Hi-Waist
- Heavy Hi-Waist
- French Cut
- Cheeky
- Thong
- Modal Super Cotton Brief
- Modal Heavy Cotton Brief
- Modal Cotton Brief
- Modal Cotton Boyshort
- Modal Cotton Bikini
- Modal Cotton Thong
- Air Hiphugger
- Air Bikini

3.1.3 **Proof of Purchase.** Proof of purchase, as applicable, shall be provided and uploaded on the Settlement Website at the time the Claim Form is submitted or included with a physical Claim Form that can be mailed.

3.1.4 **Under Penalty of Perjury Attestation.** The Claim Form will only be deemed valid subject to a completed penalty of perjury attestation regarding the accuracy of the information provided in the Claim Form.

3.1.5 **Election of Class Benefit.** At the time Settlement Class Members submit a Claim Form, they must elect to receive either the cash reimbursement or voucher. Any Settlement Class Member who submits an otherwise valid Claim Form, but (1) requests both cash reimbursement and the voucher, (2) fails to choose either cash reimbursement or a voucher, or (3) submits two or more Claim Forms that do not make the same choice shall receive cash reimbursement on the terms set forth above.

3.1.6 **Dissemination of Class Benefit.** The Settlement Administrator will provide Valid Claimants with their elected choice of class benefit within twenty-one (21) days after the Effective Date.

3.2 **Cash Minimum Fund.**

3.2.1 The Settlement Administrator shall establish and maintain the Cash Minimum Fund. The Cash Minimum Fund shall be a nonreversionary common fund, no part of which shall revert to Thinx. The Settlement Administrator will hold the Cash Minimum Fund in escrow until such time as the Settlement Administrator is authorized to disseminate the funds pursuant to this Agreement, the Final Approval Order, or other order of the Court.

3.2.2 Within twenty-one (21) days after Preliminary Approval, Thinx shall pay into the Cash Minimum Fund a portion of the Cash Minimum Amount sufficient to cover the costs of Notice and settlement administration associated with Notice and claims processing, as estimated by the Settlement Administrator. Within fourteen (14) days after the Effective Date, Thinx shall deposit the balance of the Cash Minimum Amount into the Cash Minimum Fund.

3.2.3 The Cash Minimum Fund shall be applied as follows, in accordance with the terms and conditions set forth elsewhere in this Agreement:

3.2.3.1 To pay the costs of notice and settlement administration;

- 3.2.3.2 To pay any Attorneys' Fee and Expense Payment to Class Counsel, and any service awards to the Class Representatives, that may be approved by the Court; and
- 3.2.3.3 To distribute the net amount of the Cash Minimum Fund to Settlement Class Members in accordance with Section 3.1.6.
- 3.2.3.4 If total valid claims, notice and administration costs, Attorneys' Fee and Expense Payment, and service awards are less than the amount of the Cash Minimum Fund, the amount remaining shall be paid to a *cy pres* charity to be agreed upon by the parties and approved by the Court.

3.3 Replenishment Amount and Maximum Cap.

3.3.1 **Replenishment Amount.** If the cost of total valid claims, notice and administration costs, Attorneys' Fee and Expense Payment, and service awards exceeds the amount of the Cash Minimum Fund, Thinx shall pay a Replenishment Amount not to exceed \$1,000,000 to cover the cost of valid claims that would not otherwise be paid. Thinx shall not be required to pay any amount above the Cash Minimum Fund other than for valid claims. Thinx shall provide any applicable Replenishment Amount to the Settlement Administrator within fourteen (14) days after the Effective Date, and the Settlement Administrator shall hold such Replenishment Amount in escrow until authorized to disseminate the funds pursuant to this Agreement, the Final Approval Order, or other order of the Court.

3.3.2 **Maximum Cap.** In no event shall Thinx be required to pay any amount in excess of \$5,000,000 (the "Maximum Cap"). Thinx's total financial commitment under this Agreement shall be comprised of the Cash Minimum Amount and any applicable Replenishment Amount up to the Maximum Cap, and Thinx shall not be required to pay any additional amount in connection with the Agreement, the Settlement, the Action or the claims released in Section 10 of this Agreement.

3.3.2.1 Vouchers issued pursuant to Section 3.1.2 of this Agreement shall not be included in determining the Cash Minimum Amount, Replenishment Amount, or Maximum Cap.

3.3.2.2 If total valid claims, notice and administration costs, Attorneys' Fee and Expense Payment, and service awards would exceed the Maximum Cap, the payments to Settlement Class Members shall be reduced on a pro rata basis.

3.4 **Non-Monetary Relief.** In addition to the Class Benefit provided for in Section 3.1, Thinx agrees to the following non-monetary relief within the United States:

3.4.1 **Manufacturing.** Thinx will take measures to help ensure that per- and polyfluoroalkyl substances ("PFAS") are not intentionally added to Thinx period underwear at any stage of production, including maintaining production controls and material reviews.

3.4.2 **Chemical Supplier Agreement.** Thinx will continue to have suppliers of raw materials for Thinx period underwear review and sign a Supplier Code of Conduct and Chemical Supplier Agreement, which require suppliers to attest that PFAS are not intentionally added to Thinx period underwear.

3.4.3 **Marketing.** Thinx will disclose the use of anti-microbial treatments, including Agion, and the purpose for which anti-microbial treatments are used, including, if applicable,

as odor control treatments, on its website. In addition, Thinx will agree not to refer to the anti-microbial components of Agion as “non-migratory.”

3.5 **Claim Form.** To be entitled to receive the Class Benefit, Settlement Class Members must accurately and timely submit the Claim Form and any required documentation within 60 days following the Notice Date.

3.6 **Determination and Processing of Claims.** The Settlement Administrator will review all Claim Forms and proofs of purchase to determine their validity, eligibility, and the type and amount of Class Benefit to which the Claimant is entitled. The Settlement Administrator will reject any claim that does not materially comply with the instructions on the Claim Form, is not submitted by a Settlement Class Member, or is duplicative or fraudulent.

Within 15 days of receiving an insufficient Claim Form, the Settlement Administrator will send the Settlement Class Member an email, if available, or first-class United States mail if email is not available, a written notice of deficiency identifying the reason(s) that the claim was deemed insufficient, including steps the Settlement Class Member can take to cure the deficiency, if possible. The Settlement Class Member receiving such notice will be allowed fifteen (15) days from the date of emailing or mailing to cure the deficiency, if possible. If the Settlement Class Member does not or cannot cure the deficiency, the Settlement Administrator will, after consultation with Class Counsel and Thinx’s Counsel, deny the claim.

4. **OBTAINING COURT APPROVAL OF THE AGREEMENT**

4.1 **Preliminary Approval.** Class Counsel will draft the motion for preliminary approval and will provide that draft to Thinx’s Counsel at least ten (10) days prior to the deadline to file the motion, unless otherwise agreed to by the Parties. The motion shall be written in a neutral manner that plainly states Plaintiffs’ allegations and claims while making clear that Thinx denies every allegation of wrongdoing and admits no liability. The motion will request that the Court certify the Settlement Class. Thinx will not oppose the motion. Thinx may, however, provide feedback concerning the motion, and Class Counsel will meet and confer with Thinx’s Counsel in good faith regarding Thinx’s feedback.

4.2 **CAFA Notice.** Once Plaintiffs file the motion for preliminary approval, the Settlement Administrator will provide timely notice of the motion as required by the Class Action Fairness Act, 28 U.S.C. § 1711 *et seq.*

4.3 **Final Approval and Judgment.** In accordance with the schedule set in the Preliminary Approval Order, Class Counsel will draft the motion for final approval of the settlement, and will provide that draft to Thinx’s Counsel at least ten (10) days prior to the deadline to file the motion, unless otherwise agreed to by the Parties. The motion shall be written in a neutral manner that plainly states Plaintiffs’ allegations and claims while making clear that Thinx denies every allegation of wrongdoing and admits no liability. Thinx may provide feedback concerning the motion, and Class Counsel will meet and confer with Thinx in good faith regarding Thinx’s feedback.

5. **OBJECTIONS**

5.1 Settlement Class Members who do not submit timely and valid requests for exclusion may file objections to the Settlement, Class Counsel’s request for attorneys’ fees and expenses, and/or the requested service awards for the Class Representatives.

- 5.2 Any Settlement Class Member who intends to object to the Settlement must file with the Court a written statement that includes: a caption or title that identifies it as “Objection to Class Settlement in *Dickens et al. v. Thinx Inc.*, Case No. 1:22-cv-4286-JMF;” the Settlement Class Member’s name, address, and telephone number; all grounds for the objection, with any factual and legal support for each stated ground; the identity of any witnesses the Settlement Class Member may call to testify; copies of any exhibits that the Settlement Class Member intends to introduce into evidence at the Final Approval Hearing; a statement identifying their counsel if they are represented by counsel; and a statement of whether the Settlement Class Member intends to appear at the Final Approval Hearing with or without counsel. To be timely, the objection must (a) be submitted to the Court either by filing it in person at any location of the United States District Court for the Southern District of New York or by mailing it to the Clerk of the Court for filing, and (b) be filed or postmarked by the Objection and Exclusion deadline, which shall be no less than sixty (60) days after the Notice Date.
- 5.3 Any Settlement Class Member who fails to timely file with the Court a written objection in accordance with the terms of Section 5.2 of this Agreement and as detailed in the Notice shall waive and forfeit any and all rights the Settlement Class Member may have to object, appear, present witness testimony, and/or submit evidence; shall be barred from appearing, speaking, or introducing any testimony or evidence at the Final Approval Hearing; shall be precluded from seeking review of this Agreement by appeal or other means; and shall be bound by all the terms of this Agreement and by all proceedings, orders, and judgments in the Action.
- 5.4 Class Counsel shall file their application for attorneys’ fees, costs, and service awards for Plaintiffs forty-five (45) days after the Notice Date. Once it is filed, Class Counsel’s application for attorneys’ fees, costs, and service awards shall be posted on the Settlement Website.
- 5.5 Plaintiffs and Thinx shall have the right, but not the obligation, to respond to any objection no later than twenty (20) days prior to the Final Approval Hearing. The party responding shall file a copy of the response with the Court, and shall serve a copy on the objector (or counsel for the objector).

6. EXCLUSIONS

- 6.1 **Requests for exclusion.** The Notice will advise all members of the Settlement Class of their right to exclude themselves from the Settlement. The Settlement will not bind any individuals who timely exclude themselves from the Settlement.
- 6.2 **Requesting process.** To request to be excluded from the Settlement, members of the Settlement Class must timely submit a written request for exclusion either via the Settlement Website or by U.S. mail to the Settlement Administrator, which will be responsible for receiving and processing requests for exclusion.
- 6.3 **Deadline.** To be excluded from the Settlement, the request for exclusion must be submitted via the Settlement Website or postmarked by the Objection and Exclusion Deadline established in the Preliminary Approval Order, which shall not be less than sixty (60) days after the Notice Date.
- 6.4 **Effect of exclusion.** Any person who is a member of the Settlement Class and who validly and timely requests exclusion from the Settlement shall not be a Settlement Class Member; shall not be bound by the Settlement; shall not be eligible to apply for or receive any benefit under the terms of the Settlement; and shall not be entitled to submit an Objection to the Settlement.

6.5 **Exclusion list.** No later than fifteen (15) days after the Objection and Exclusion Deadline, the Settlement Administrator will provide Class Counsel and Thinx's Counsel with the list of persons who have timely and validly excluded themselves from the Settlement.

6.6 **Effect of exclusions.** If 5% or more of the members of the Settlement Class validly and timely exclude themselves from the Settlement, then Thinx shall have the option to rescind this Agreement, in which case all of Thinx's obligations under this Agreement shall cease to be of any force and effect, and this Agreement shall be rescinded, cancelled, and annulled. If Thinx exercises this option, it shall provide Plaintiffs with written notice of its election within fifteen (15) days of receiving the exclusion list from the Settlement Administrator, at which point the Parties shall return to their respective positions that existed prior to the execution of this Agreement. No term of this Agreement or any draft thereof, or the negotiation, documentation, or other part of aspect of the Parties' settlement discussions, or any filings or orders respecting the Settlement or any aspect of the Settlement, shall have any effect or be admissible as evidence for any purpose in the Action, or in any other proceeding.

7. NOTICE AND SETTLEMENT ADMINISTRATION

7.1 Thinx will provide to the Settlement Administrator (but not to Class Counsel) the names, addresses, and email addresses for all members of the Settlement Class for whom it has records within 30 days of the date of entry of the Preliminary Approval Order.

7.2 The Settlement Administrator will administer the Notice in accordance with the Preliminary Approval Order. The Settlement Administrator will keep identities and contact information of members of the Settlement Class confidential, using them only for purposes of administering this Settlement.

7.3 **Notice Plan.** The Parties agree upon and will seek Court approval of the following forms and methods of notice to the members of the Settlement Class:

7.3.1 **Settlement Website.** The Settlement Administrator will establish and maintain a Settlement Website with a mutually acceptable domain name. The Settlement Website will be optimized for viewing on both mobile devices and personal computers. The Settlement Website will include, without limitation, the Detailed Notice, the Agreement, the operative Consolidated Class Action Complaint, the Preliminary Approval Motion and Order as entered, Plaintiffs' Motion for Attorneys' Fees and Expenses, Plaintiffs' Motion for Final Approval of Class Action Settlement, answers to a set of frequently asked questions, and information on how to object or request exclusion, as well as contact information for Class Counsel and the Settlement Administrator. The Settlement Website will include a readily accessible means for members of the Settlement Class to electronically submit a Claim Form or request for exclusion, as well as an address to which Claim Forms or requests for exclusion may be mailed. The Settlement Website will be live on the Notice Date.

7.3.2 **Toll-Free Number.** The Settlement Administrator will establish a toll-free telephone number where members of the Settlement Class can request a copy of the Detailed Notice, the Claim Form, and other case documents.

7.3.3 **Email Notice.** The Settlement Administrator will email to each member of the Settlement Class for whom Thinx has an email address a copy of the Email Notice. The email notice shall contain a link to the Settlement Website.

- 7.3.4 **Postcard Notice.** For members of the Settlement Class (a) who do not have valid email addresses in Thinkx's records, or (b) for whom the Email Notice is returned as undeliverable, the Settlement Administrator will mail to each such member of the Settlement Class for whom a mailing address can be located a Postcard Notice. All postcard Notices returned by the U.S. Postal Service with a forwarding address will be re-mailed to that address.
- 7.3.5 **Publication Notice.** The Settlement Administrator shall implement a limited online banner advertisement campaign on certain websites, to be determined by the Parties with input from the Settlement Administrator, commencing on the Notice Date and continuing for 30 days thereafter. The ads will provide a link to the Settlement Website and contact information for the Settlement Administrator. The selection of websites and the content of the ads shall be subject to Thinkx's approval.
- 7.4 The Settlement Administrator has agreed to perform all settlement notice and administration duties required by the Settlement. With approval from Class Counsel and Thinkx's counsel, the Settlement Administrator will withdraw from the Cash Minimum Fund funds sufficient to cover all costs and expenses related to the settlement notice and administration functions to be performed by the Settlement Administrator, including the claims administration process.
- 8. CLASS COUNSEL FEES AND EXPENSES, AND SERVICE AWARDS**
- 8.1 Any award of Attorneys' Fees and Expenses shall be decided by the Court and payable from the Cash Minimum Fund.
- 8.2 The amount of attorneys' fees and expenses was negotiated at arm's length, and only after agreement was reached on all substantive terms of the settlement. Class Counsel agree not to petition the Court for more than \$1,500,000 for attorneys' fees and expenses, which Thinkx agrees not to oppose. In no event shall Thinkx be liable for any attorneys' fees or expenses in excess of these amounts.
- 8.3 The Settlement Administrator will pay Class Counsel the Court-approved Attorneys' Fee and Expense Payment within twenty-one (21) days after the Effective Date.
- 8.4 The Court's award of any Attorneys' Fee and Expense Payment shall be separate from the determination of whether to approve the Settlement. In the event the Court approves the Settlement, but declines to award Class Counsel attorneys' fees or expenses in the amount requested by Class Counsel, the Settlement will nevertheless be binding on the Parties to the extent permissible under applicable law.
- 8.5 Class Counsel may apply for a service award of no more than \$2,500 per named Plaintiff (\$12,500 total), which Thinkx agrees not to oppose. The service award is not a measure of damages, but instead solely an award for the Class Representatives' services, time, and effort on behalf of the Settlement Class Members. For tax purposes, the service award will be treated as 100% non-wage claim payment. Class Counsel will provide a Form W-9 for each Plaintiff receiving a service award, and the Settlement Administrator will issue an IRS Form Misc.-1099 for the service award payments. The Settlement Administrator will pay Plaintiffs the Court-approved service awards within twenty-one (21) days after the Effective Date.
- 8.6 Any order or proceeding relating to the application for a service award, the pendency of the application, or any appeal from any such order, will not operate to terminate or cancel this Agreement. The Class Representatives' approval of this Settlement is not contingent on Class

Counsel making an application for a service award, or the Court approving any application for a service award.

9. DENIAL OF LIABILITY; PROHIBITION OF USE

- 9.1 Thinx vigorously denies all of the material allegations in the Action. Thinx enters into this Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind. Thinx further denies the truth of any of the claims asserted in the Action, including any allegations that Plaintiffs or any member of the Settlement Class has been harmed by any conduct by Thinx, whether as alleged in the Action or otherwise. Thinx nonetheless has concluded that it is in its best interests that the Action be settled on the terms and conditions set forth herein in light of the expense that would be necessary to defend this litigation and the benefits of disposing of protracted and complex litigation.
- 9.2 To the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability or admission by Thinx, or to establish the truth of any of the claims or allegations alleged in the Action.
- 9.3 Neither the Agreement nor anything that the Parties said or did during the negotiation of the Agreement shall be construed or used in any manner as an admission of liability or evidence of any Party's fault, liability, or wrongdoing of any kind; nor as an admission of any lack of merit of the causes of action asserted in the Action.
- 9.4 To the extent permitted by law, the Agreement may be pleaded or invoked as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding which may be instituted, prosecuted, or attempted for the Released Claims.

10. RELEASES AND WARRANTIES

- 10.1 As of the Effective Date, Releasing Parties hereby fully and irrevocably release and forever discharge Released Parties from any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, costs, attorneys' fees, losses, expenses, obligations, or demands, of any kind whatsoever, whether state or federal, whether known or unknown, existing or potential, or suspected or unsuspected, whether raised by claim, counterclaim, setoff, or otherwise, including any known or unknown claims, which they have or may claim now or in the future to have, that have been or could have been asserted in the Action (the "Released Claims"). The Released Claims exclude claims for personal injury.
- 10.2 In consideration for this Agreement and the consideration set forth herein, Plaintiffs and the Settlement Class Members acknowledge that the release herein includes potential claims and costs that may not be known or suspected to exist, and that Plaintiffs and the Settlement Class Members hereby agree that all rights under California Civil Code § 1542, and any similar law of any state or territory of the United States, are expressly and affirmatively waived. California Civil Code § 1542 states as follows:
- 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.
- 10.3 No person will have any claim of any kind against the Parties or their counsel or the Settlement Administrator with respect to the Settlement and the matters set forth herein, or based on

determinations or distributions made substantially in accordance with this Agreement, the Final Approval Order and Judgment, or other order(s) of the Court.

11. EFFECTIVE DATE OF THE AGREEMENT; TERMINATION

11.1 The “Effective Date” of this Agreement shall be the first day after which all of the following events and conditions of this Agreement have been met or have occurred:

11.1.1 All of the Parties and their counsel have executed this Agreement;

11.1.2 The Court has entered the Final Approval Order finally approving the Settlement and has entered Judgment; and

11.1.3 The Judgment has become final in that the time for appeal of, or writ as to, the Judgment has expired or, if any such appeal and/or petition for review is taken and the Settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. If the Judgment is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, the Judgment shall not become final as contemplated by this Section.

11.2 If the Judgment does not become final and/or this Agreement is terminated or fails to become effective for any reason, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Approval Order and Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc, and the Parties shall be returned to the status quo ante with respect to the Action as if this Agreement had never been entered into. In the event of a termination, the Settlement Administrator shall return any monies remaining in the settlement fund to Thinx within fourteen (14) days of receiving notice of the termination.

12. MISCELLANEOUS

12.1 **Extensions of time.** All time periods and dates described in this Agreement are subject to the Court’s approval. Unless otherwise ordered by the Court, the Parties through their counsel may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement. The time periods and dates provided for herein or in the Preliminary Approval Order may be altered by the Court or through written consent of the Parties’ counsel, without notice to the Class Members; provided, however, that any such changes in the schedule of Settlement proceedings will be posted on the Settlement Website.

12.2 **Integration.** This Agreement, including all exhibits, constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

12.3 **Governing law.** This Agreement shall be construed in accordance with, and be governed by, the laws of the State of New York, without regard to the principles thereof regarding choice of law.

12.4 **Gender and plurals.** As used in this Agreement, the masculine, feminine, or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

- 12.5 **Representative capacity.** Each person executing this Agreement in a representative capacity represents and warrants that they are empowered to do so.
- 12.6 **Headings and counterparts.** The headings or captions in this agreement will not be deemed to have any effect and are provided for convenience only. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts.
- 12.7 **Cooperation of Parties.** The Parties and their counsel agree to prepare and execute all documents, to seek Court approvals, to defend Court approvals, and to do all things reasonably necessary to complete the Settlement.
- 12.8 **Voluntary execution.** This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand the provisions of this Agreement and have relied on the advice and representation of legal counsel of their own choosing. Each of the Parties has cooperated in the drafting and preparation of this Agreement and has been advised by counsel regarding the terms, effects, and consequences of this Agreement. Accordingly, in any construction or interpretation to be made of this Agreement, the Agreement shall not be construed as having been drafted solely by any one or more of the Parties or their counsel. The Agreement has been, and must be construed to have been, drafted by all Parties and their counsel, so that any rule that construes ambiguities against the drafter will have no force or effect.
- 12.9 **Notices.** Any notice provided in connection with the Agreement or other document to be given by any Party to any other Party shall be in writing and (i) delivered personally or by registered or certified mail, postage prepaid, to the appropriate address(es) set forth immediately below, or to other contact points as the Parties may identify by notice given in accordance with this Section; and also (ii) transmitted by email to the appropriate email address(es) set forth immediately below.


<p>Notice to Class Counsel:</p> <p>Erin J. Ruben MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN 900 W. Morgan Street Raleigh, NC 27603 ERuben@milberg.com</p>	<p>Notice to Thinx:</p> <p>Purvi G. Patel MORRISON & FOERSTER, LLP 707 Wilshire Boulevard Los Angeles, CA 90017-3543 PPatel@mof.com</p>
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The notice recipients and addresses designated above may be changed by written notice pursuant to this Section.

- 12.10 **Modification or amendment.** Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument signed by the Parties' counsel.
- 12.11 **Continuing jurisdiction.** Any and all disputes arising from or related to the Settlement or this Agreement must be brought by the Parties, Class Counsel, Thinx's Counsel and/or each member of the Settlement Class, exclusively in the Court. The Parties, Class Counsel, Thinx's Counsel, and each member of the Settlement Class hereby irrevocably submit to the exclusive and continuing jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to the Settlement or this Agreement.

Date: November ^{Nov 21} __, 2022

HALEH ALLAHVERDI

By: 
Haleh Allahverdi

Date: November __, 2022

JILLIAN BLENIS

By: _____
Jillian Blenis

Date: November __, 2022

HALEY BURGESS

By: _____
Haley Burgess

Date: November __, 2022

NICOLE DICKENS

By: _____
Nicole Dickens

Date: November __, 2022

LILI MITCHELL

By: _____
Lili Mitchell

Date: November __, 2022

THINX INC.

By: _____
Nathan Fox
Chief Financial Officer

Date: November __, 2022

HALEH ALLAHVERDI

By: _____
Haleh Allahverdi

Date: November 21, 2022

JILLIAN BLENIS

By: *Jillian Blenis*
Jillian Blenis (Nov 21, 2022 16:57 EST)
Jillian Blenis

Date: November __, 2022

HALEY BURGESS

By: _____
Haley Burgess

Date: November __, 2022

NICOLE DICKENS

By: _____
Nicole Dickens

Date: November __, 2022

LILI MITCHELL

By: _____
Lili Mitchell

Date: November __, 2022

THINX INC.

By: _____
Nathan Fox
Chief Financial Officer

Date: November __, 2022

HALEH ALLAHVERDI

By: _____
Haleh Allahverdi


Date: November __, 2022

JILLIAN BLENIS

By: _____
Jillian Blenis

Date: November ^{HB} __, 2022

HALEY BURGESS

By:  _____
Haley Burgess (Nov 21, 2022 13:40 PST)
Haley Burgess

Date: November __, 2022

NICOLE DICKENS

By: _____
Nicole Dickens

Date: November __, 2022

LILI MITCHELL

By: _____
Lili Mitchell

Date: November __, 2022

THINX INC.

By: _____
Nathan Fox
Chief Financial Officer

Date: November __, 2022

HALEH ALLAHVERDI

By: _____
Haleh Allahverdi

Date: November __, 2022

JILLIAN BLENIS

By: _____
Jillian Blenis

Date: November __, 2022

HALEY BURGESS

By: _____
Haley Burgess

Date: November __, 2022

NICOLE DICKENS

By:  _____
nicole dickens (Nov 21, 2022 16:37 EST)
Nicole Dickens

Date: November __, 2022

LILI MITCHELL

By: _____
Lili Mitchell

Date: November __, 2022

THINX INC.

By: _____
Nathan Fox
Chief Financial Officer

Date: November __, 2022

HALEH ALLAHVERDI

By: _____
Haleh Allahverdi

Date: November __, 2022

JILLIAN BLENIS

By: _____
Jillian Blenis

Date: November __, 2022

HALEY BURGESS

By: _____
Haley Burgess


Date: November __, 2022

NICOLE DICKENS

By: _____
Nicole Dickens

Date: November ²¹__, 2022

LILI MITCHELL

By:  _____
Lili Mitchell (Nov 21, 2022 16:41 EST)
Lili Mitchell

Date: November __, 2022

THINX INC.

By: _____
Nathan Fox
Chief Financial Officer

Date: November __, 2022

HALEH ALLAHVERDI

By: _____
Haleh Allahverdi

Date: November __, 2022

JILLIAN BLENIS

By: _____
Jillian Blenis

Date: November __, 2022

HALEY BURGESS

By: _____
Haley Burgess

Date: November __, 2022

NICOLE DICKENS

By: _____
Nicole Dickens

Date: November __, 2022

LILI MITCHELL

By: _____
Lili Mitchell


Date: November 21, 2022

THINX INC.

By:  _____
Nathan Fox
Chief Financial Officer

APPROVED AS TO FORM:

Date: November 21, 2022

By: 

Erin J. Ruben
Milberg Coleman Bryson Phillips Grossman
Attorneys for Plaintiffs and the Settlement Class

Date: November __, 2022

By: _____
Purvi G. Patel
Morrison & Foerster LLP
Attorneys for Thinx Inc.

APPROVED AS TO FORM:

Date: November __, 2022

By: _____
Erin J. Ruben
Milberg Coleman Bryson Phillips Grossman
Attorneys for Plaintiffs and the Settlement Class



Date: November 22, 2022

By: _____
Purvi G. Patel
Morrison & Foerster LLP
Attorneys for Thinx Inc.

EXHIBIT A

THINX PERIOD UNDERWEAR CLASS ACTION CLAIM FORM

Nicole Dickens, et al. v. Thinx Inc., Case No. 1:22-cv-04286-JMF
United States District Court for Southern District of New York

If mailed, this Claim Form must be postmarked no later than [date].
If submitted online, it must be submitted by 11:59 p.m. ET on [date].

By timely submitting this Claim Form, you will be included in the Settlement Class identified in the Notice and the Class Action Settlement Agreement and Release. **If you also submit a Request for Exclusion (in other words, if you ask to “opt out” of the Settlement Class), this Claim Form will be deemed invalid.**

CLAIM FORM INSTRUCTIONS

IMPORTANT: Please read the instructions below before completing this Claim Form. In completing the Claim Form, you must elect to receive one of two class benefits. You have the option to choose either cash reimbursement for past purchases (up to three (3) pairs in total) or a single-use voucher towards a future purchase of Thinx Period Underwear. **Thinx Period Underwear means: Cotton Brief, Cotton Bikini, Cotton Thong, Sport, Hiphugger, Hi-Waist, Boyshort, French Cut, Cheeky, and Thong.**

- **Cash reimbursement:** You may receive a \$7.00 refund for each purchase of up to three (3) pairs of Thinx Period Underwear reflected in Thinx’s records, or for which you provide a valid proof of purchase. **Section B** will indicate whether Thinx has a record of your purchases or if you need to provide proof of purchase.
- **Cash reimbursement without proof of purchase:** You may receive a \$3.50 refund for each purchase of up to three (3) pairs of Thinx Period Underwear that are not reflected in Thinx’s records and for which you do not have proof of purchase, but which you attest to purchasing under penalty of perjury. **Section B** will indicate whether Thinx has a record of your purchases or if you need to provide proof of purchase.
- **Voucher:** You may choose to receive a voucher for a discount of 35% off total purchases of up to \$150 of Eligible Voucher Products in a single purchase transaction on the Thinx website (thinx.com) (maximum discount \$52.50). Vouchers are not transferable, subject to standard terms and conditions, and will be valid for six months from the date of issuance. Vouchers may be used on full-price Eligible Voucher Products only, and may not be combined with any other offers, discounts, or promotions. Go to [website] for a list of Eligible Voucher Products. If Thinx does not have a record of your past purchases of Thinx Period Underwear (as noted in **Section B**), you must provide proof of purchase or attest under penalty of perjury to having made the purchases you identify in **Section D**.

If you fail to return your Claim Form by the deadline above, your claim will be rejected, and you will be deemed to have waived all rights to receive a class benefit under the settlement.

To be valid, your Claim Form must be completely and accurately filled out, signed and dated, and must include all requested information. If your Claim Form is incomplete, untimely, illegible, not signed, or contains false information, it may be rejected by the Settlement Administrator.

A. ELECTION OF CLASS BENEFIT

Place an “x” in front of the type of class benefit you choose to receive. (Choose only one.)

I wish to receive cash reimbursement for up to a total of 3 pairs of underwear. The reimbursement will be for either \$7.00 per pair for which Thinx has a record of my purchase or for which I provide proof of purchase or \$3.50 for each pair for which I do not have proof of purchase, but which I attest to under penalty of perjury in completing this form (as described in the Instructions above).

I wish to receive a single-use voucher for a discount of 35% off total purchases of up to \$150 of Eligible Voucher Products in a single purchase transaction on the Thinx website (thinx.com) (maximum discount \$52.50).

If you submit an otherwise valid and timely Claim Form, but either (1) request both cash reimbursement and a voucher, (2) fail to choose either a cash reimbursement or a voucher, or (3) submit two or more Claim Forms that do not make the same choice, you will receive cash reimbursement on the terms set forth above.

[Either the Cash Reimbursement flow or Voucher flow will pre-populate. This form shows the Voucher flow.]

B. CLAIM NUMBER

Please provide below the Claim Number contained in the email or on the postcard notice that you received.

Listing your unique Claim Number will pre-populate the claim form with information contained in Thinx’s records. You must declare that any pre-populated information is true and correct.

CLAIM NUMBER - You can find your claim number on the email or postcard you received notifying you about the settlement

IF YOU DO NOT HAVE A UNIQUE CLAIM NUMBER, BUT BELIEVE THAT YOU MAY BE ELIGIBLE TO MAKE A CLAIM, PLEASE CLICK [HERE](#) TO PROCEED.

[Either Group 1 or Group 2 bullet will pre-populate]

- **Group 1: Thinx has records of your past purchases.**

Thinx's records reflect that you purchased the following Thinx Period Underwear: [pre-populated list of purchases inserted here].

Please go to **Section C** to confirm or update your contact information.

- **Group 2: Thinx does not have records of your past purchases/you do not have a claim number.**

Please go to **Section C** to provide your contact information. To be eligible for the class benefit, you must also provide the purchase information for your past Thinx Period Underwear purchase(s) and either 1) upload proof of purchase or 2) attest under penalty of perjury that you have made the purchases specified in **Section D**.

C. ADDRESS INFORMATION

Please verify or provide your name and contact information below.

Full Name _____
Home Street Address _____
City, State, ZIP Code _____
Telephone Number: _____
E-mail Address: _____

D. PURCHASE INFORMATION

[For Group 2] Because Thinx does not have a record of you purchasing Thinx Period Underwear, please provide below a description of the style, quantity, purchase location, and approximate corresponding date for the purchase(s) you made of Thinx Period Underwear in the United States, not for resale, between November 12, 2016 to [DATE]. For a list of the styles of underwear covered by the Settlement and which may make you eligible for a class benefit, go to [website].

[A grid for purchase information will pre-populate.]

<u>Style Purchased</u>	<u>Quantity</u>	<u>Purchase Location & Date</u>
------------------------	-----------------	-------------------------------------

E. PROOF OF PURCHASE

[For Group 2, if purchases listed in Section D] Please include a proof of purchase in the form of a receipt, proof of online order, email from Thinx or another retailer, or credit card statement for each transaction identified in **Section D**. The proof or purchase must show: the amount of the purchase, the seller, the purchase date (month/year), and style purchased. You may redact balance information and any transaction information regarding transactions not entered into with Thinx or a third-party retailer of the underwear from your credit card statement(s). You may upload your documents by clicking [here](#) or if you are submitting by mail please attach to this Claim Form. Please list the number of additional purchases for which you will be providing

proof of purchase here: [redacted].

For any purchases for which you do not upload proof of your past purchases showing the required information described above, you will be required to attest under penalty of perjury to having made the purchases you listed in **Section D**.

F. MANNER OF TRANSMISSION OF CLASS BENEFIT

If your Claim Form is valid, signed, and has been timely submitted, you will receive your voucher by email, at the email listed in **Section C**, unless you request to have the voucher mailed to you. You acknowledge that if you do not choose to receive your voucher by email, you may not receive your voucher as quickly and that the Settlement Administrator will not be responsible for vouchers that do not arrive by U.S. mail and may not reissue vouchers that are claimed as lost or stolen.

If you do not elect to receive your voucher by email, and wish to receive your voucher via U.S. mail, please check this box to receive your voucher at the address listed in **Section C**:

Please be patient. Thinx will not be able to send you your chosen award until after your Claim Form has been processed and Court proceedings are completed.

G. SIGNATURE UNDER PENALTY OF PERJURY

By signing below and submitting this Claim Form, I hereby declare under penalty of perjury that I am the person identified above, and that all of the information I have provided on this Claim Form, or that was pre-populated in this Claim Form, is true and accurate. I understand that Thinx has the right to verify the accuracy of any purchase information I provide, and that the Court may ultimately determine I am not entitled to receive an award.

Signed

Dated

Typing your name constitutes your legal signature, in the same manner as if you signed by hand.

THIS CLAIM FORM MUST BE COMPLETED, SIGNED, AND SUBMITTED TO THE CLAIMS ADMINISTRATOR BY [DATE], EITHER ONLINE ([WEBSITE]) OR MAILED TO THE ADDRESS BELOW:

Settlement Administrator

[address]
[address]

All information submitted in support of your claim is subject to investigation and verification by the Settlement Administrator.

If you have any questions about this lawsuit, your rights, or completing the Claim Form, you may also contact Class Counsel:

- **Erin J. Ruben** Telephone: (919) 600-5000; email: eruben@milberg.com

- **Rachel Soffin** Telephone: (865) 864-8541; email: rsoffin@milberg.com

DO NOT ADDRESS ANY QUESTIONS ABOUT THIS LAWSUIT TO THE CLERK OF THE COURT, THE JUDGE, COUNSEL FOR THINX, OR TO ANY THINX AGENT OR EMPLOYEE. They are not permitted to answer your questions.

EXHIBIT B

THINX PERIOD UNDERWEAR CLASS ACTION CLAIM FORM

Nicole Dickens, et al. v. Thinx Inc., Case No. 1:22-cv-04286-JMF
United States District Court for Southern District of New York

If mailed, this Claim Form must be postmarked no later than [date].
If submitted online, it must be submitted by 11:59 p.m. ET on [date].

By timely submitting this Claim Form, you will be included in the Settlement Class identified in the Notice and the Class Action Settlement Agreement and Release. **If you also submit a Request for Exclusion (in other words, if you ask to “opt out” of the Settlement Class), this Claim Form will be deemed invalid.**

CLAIM FORM INSTRUCTIONS

IMPORTANT: Please read the instructions below before completing this Claim Form. In completing the Claim Form, you must elect to receive one of two class benefits. You have the option to choose either cash reimbursement for past purchases (up to three (3) pairs in total) or a single-use voucher towards a future purchase of Thinx Period Underwear. **Thinx Period Underwear means: Cotton Brief, Cotton Bikini, Cotton Thong, Sport, Hiphugger, Hi-Waist, Boyshort, French Cut, Cheeky, and Thong.**

- **Cash reimbursement:** You may receive a \$7.00 refund for each purchase of up to three (3) pairs of Thinx Period Underwear reflected in Thinx’s records, or for which you provide a valid proof of purchase. **Section B** will indicate whether Thinx has a record of your purchases or if you need to provide proof of purchase.
- **Cash reimbursement without proof of purchase:** You may receive a \$3.50 refund for each purchase of up to three (3) pairs of Thinx Period Underwear that are not reflected in Thinx’s records and for which you do not have proof of purchase, but which you attest to purchasing under penalty of perjury. **Section B** will indicate whether Thinx has a record of your purchases or if you need to provide proof of purchase.
- **Voucher:** You may choose to receive a voucher for a discount of 35% off total purchases of up to \$150 of Eligible Voucher Products in a single purchase transaction on the Thinx website (thinx.com) (maximum discount \$52.50). Vouchers are not transferable, subject to standard terms and conditions, and will be valid for six months from the date of issuance. Vouchers may be used on full-price Eligible Voucher Products only, and may not be combined with any other offers, discounts, or promotions. Go to [website] for a list of Eligible Voucher Products. If Thinx does not have a record of your past purchases of Thinx Period Underwear (as noted in **Section B**), you must provide proof of purchase or attest under penalty of perjury to having made purchases you identify in **Section D**.

If you fail to return your Claim Form by the deadline above, your claim will be rejected, and you will be deemed to have waived all rights to receive a class benefit under the settlement.

To be valid, your Claim Form must be completely and accurately filled out, signed and dated, and must include all requested information. If your Claim Form is incomplete, untimely, illegible, not signed, or contains false information, it may be rejected by the Settlement Administrator.

A. ELECTION OF CLASS BENEFIT

Place an “x” in front of the type of class benefit you choose to receive. (Choose only one.)

- I wish to receive cash reimbursement for up to a total of 3 pairs of underwear. The reimbursement will be for either \$7.00 per pair for which Thinx has a record of my purchase or for which I provide proof of purchase or \$3.50 for each pair for which I do not have proof of purchase, but which I attest to under penalty of perjury in completing this form (as described in the Instructions above).

- I wish to receive a single-use voucher for a discount of 35% off total purchases of up to \$150 of Eligible Voucher Products in a single purchase transaction on the Thinx website (thinx.com) (maximum discount \$52.50).

If you submit an otherwise valid and timely Claim Form, but either (1) request both cash reimbursement and a voucher, (2) fail to choose either a cash reimbursement or a voucher, or (3) submit two or more Claim Forms that do not make the same choice, you will receive cash reimbursement on the terms set forth above.

[Either the Cash Reimbursement flow or Voucher flow will pre-populate. This form shows the Cash Reimbursement flow.]

B. CLAIM NUMBER

Please provide below the Claim Number contained in the email or on the postcard notice that you received.

Listing your unique Claim Number will pre-populate the claim form with information contained in Thinx’s records. You must declare that any pre-populated information is true and correct.

CLAIM NUMBER - You can find your claim number on the email or postcard you received notifying you about the settlement

IF YOU DO NOT HAVE A UNIQUE CLAIM NUMBER BUT BELIEVE THAT YOU MAY BE ELIGIBLE TO MAKE A CLAIM, PLEASE CLICK [HERE](#) TO PROCEED.

[Either Group 1 or Group 2 bullet will pre-populate]

- **Group 1: Thinx has records of your past purchases.**

Thinx's records reflect that you purchased the following Thinx Period Underwear: [pre-populated list of purchases inserted here].

Please go to **Section C** to confirm or update your contact information.

[If less than 3 purchases in Thinx's records for claimant, include this box.]

You may be able to claim cash reimbursement for additional purchases: Thinx has records of the past purchase(s) listed above, but if you made additional purchases of Thinx Period Underwear, you are eligible to claim cash reimbursement of up to \$7.00 with proof of purchase, or up to \$3.50 with proof of purchase or a declaration under penalty that you made the purchases, for a total of 3 purchases of Thinx Period Underwear. If you have additional Thinx Period Underwear purchases for which you wish to claim cash reimbursement, please click [here](#). [If claimant clicks this link, include Section D.]

- **Group 2: Thinx does not have records of your past purchases/you do not have a claim number.**

Please go to **Section C** to provide your contact information. To be eligible for the class benefit, you must also provide the purchase information for your past Thinx Period Underwear purchase(s) and either 1) upload proof of purchase or 2) attest under penalty of perjury that you have made the purchases specified in **Section D**.

C. ADDRESS INFORMATION

Please verify or provide your name and contact information below.

Full Name _____

Home Street Address _____

City, State ZIP Code _____

Telephone Number: _____

E-mail Address: _____

D. PURCHASE INFORMATION

[For Group 1, if fewer than 3 records of purchase] Thinx has records of you purchasing fewer than 3 pairs of Thinx Period Underwear. If you have more purchases to share (up to three (3) pairs total), please provide below a description of the style, quantity, purchase location, and approximate corresponding date for each purchase you made of Thinx Period Underwear in the United States, not for resale, between November 12, 2016 to [DATE]. For a list of the styles of underwear covered by the Settlement and which may make you eligible for a class benefit, go to

[website].

[A grid for purchase information will pre-populate.]

<u>Style Purchased</u>	<u>Quantity</u>	<u>Purchase Location & Date</u>
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[For Group 2] Because Thinx does not have a record of you purchasing Thinx Period Underwear, please provide below a description of the style, quantity, purchase location, and approximate corresponding date for each purchase you made of Thinx Period Underwear in the United States, not for resale, between November 12, 2016 to [DATE]. For a list of the styles of underwear covered by the Settlement and which may make you eligible for a class benefit, go to [website]. You may only claim for up to three (3) pairs total.

[A grid for purchase information will pre-populate.]

<u>Style Purchased</u>	<u>Quantity</u>	<u>Purchase Location & Date</u>
------------------------	-----------------	-------------------------------------

E. PROOF OF PURCHASE

[For Groups 1 and 2, if purchases listed in Section D] Please include a proof of purchase in the form of a receipt, proof of online order, email from Thinx or another retailer, or credit card statement for each transaction identified in **Section D**. The proof or purchase must show: the amount of the purchase, the seller, the purchase date (month/year), and style purchased. You may redact balance information and any transaction information regarding transactions not entered into with Thinx or a third-party retailer of the underwear from your credit card statement(s). You may upload your documents by clicking [here](#) or if you are submitting by mail please attach to this Claim Form. Please list the number of additional purchases for which you will be providing proof of purchase here: .

For any purchases for which you do not upload proof of your past purchases showing the required information described above, you will be required to attest under penalty of perjury to having made the purchases you listed in **Section D** and will receive a smaller dollar value cash reimbursement.

F. MANNER OF TRANSMISSION OF CLASS BENEFIT

If your Claim Form is valid, signed, and has been timely submitted, you will receive the Class Benefit you have chosen by PayPal or direct deposit (ACH), unless you request a paper check. You acknowledge that if you do not choose direct deposit (ACH) or PayPal, you may not receive payment as quickly and that the Settlement Administrator will not be responsible for Settlement checks that do not arrive by U.S. mail and may not reissue checks that are claimed as lost or stolen.

For PayPal: Please provide the email address associated with your PayPal account: _____

For direct deposit (ACH): Due to the nature and scope of the information required to effectuate direct deposit (ACH) payments, this option is only available by submitting a claim using the settlement website. Please click [here](#) to provide your direct deposit information. **If you are submitting by mail, you either must choose the PayPal or the mailed check option.**

If you do not elect PayPal or direct deposit, and wish to receive payment by check sent via U.S. mail, please check this box to receive your payment at the address listed in **Section C**:

Please be patient. Thinx will not be able to send you your chosen award until after your Claim Form has been processed and Court proceedings are completed.

G. SIGNATURE UNDER PENALTY OF PERJURY

By signing below and submitting this Claim Form, I hereby declare under penalty of perjury that I am the person identified above, and that all of the information I have provided on this Claim Form, or that was pre-populated in this Claim Form, is true and accurate. I understand that Thinx has the right to verify the accuracy of any purchase I provide, and that the Court may ultimately determine I am not entitled to receive an award.

Signed

Dated

Typing your name constitutes your legal signature, in the same manner as if you signed by hand.

THIS CLAIM FORM MUST BE COMPLETED, SIGNED, AND SUBMITTED TO THE CLAIMS ADMINISTRATOR BY [DATE], EITHER ONLINE (WEBSITE) OR MAILED TO THE ADDRESS BELOW:

Settlement Administrator

**[address]
[address]**

All information submitted in support of your claim is subject to investigation and verification by the Settlement Administrator.

If you have any questions about this lawsuit, your rights, or completing the Claim Form, you may also contact Class Counsel:

- **Erin J. Ruben** Telephone: (919) 600-5000; email: eruben@milberg.com
- **Rachel Soffin** Telephone: (865) 864-8541; email: rsoffin@milberg.com

DO NOT ADDRESS ANY QUESTIONS ABOUT THIS LAWSUIT TO THE CLERK OF THE COURT, THE JUDGE, COUNSEL FOR THINX, OR TO ANY THINX AGENT OR EMPLOYEE. They are not permitted to answer your questions.

EXHIBIT C

To: [Email Address]
From: [Administrator Address]
Subject: Thinx Period Underwear Class Action Settlement

The United States District Court for the Southern District of New York approved this notice.

If you bought a pair of Thinx Period Underwear between November 12, 2016 and [date of entry of the Preliminary Approval Order], you may be eligible for payment from a class action settlement.

A settlement has been reached in a class action lawsuit involving Thinx Period Underwear making allegations regarding the presence of short chain per- and polyfluoroalkyl substances (“PFAS”), Agion anti-microbial treatment, and the organic cotton line of the underwear.

Thinx denies all of the allegations made in the lawsuit and denies that Thinx did anything improper or unlawful. With respect to PFAS, Thinx confirms that PFAS have never been a part of its product design, and that it will continue to take measures to help ensure that PFAS are not intentionally added to Thinx period underwear at any stage of production. The proposed settlement is not an admission of guilt or wrongdoing of any kind by Thinx.

○ **Why am I receiving this notice?**

Thinx’s records indicate that you may be a member of the Settlement Class and entitled to receive a monetary class benefit. You are a member of the Settlement Class if you purchased in the United States, other than for resale, Thinx Period Underwear between November 12, 2016 and [date of entry of the Preliminary Approval Order]. **You must submit a claim to receive a monetary benefit.**

For more information and to review the full notice, please visit [settlement website].

○ **What does the settlement provide?**

If the Court approves the Settlement, Thinx has agreed to pay \$4 million into a cash fund, and may pay up to an additional \$1 million if needed to cover valid claims. Thinx also has agreed to take appropriate business measures to address the claims in the lawsuit, as detailed in the full notice.

In connection with the Final Approval Hearing on the Settlement, Class Counsel will apply to the Court for an award of attorneys’ fees and costs not to exceed \$1.5 million. Class Counsel will also ask the Court for service awards of \$2,500 for each of the named Plaintiffs. The purpose of the service award is to compensate the named Plaintiffs for their time, efforts, and risks taken on behalf of the Settlement Class. Any award of attorneys’ fees, costs and service awards to the named

Plaintiffs will be paid from the \$4 million cash fund. Class Counsel's Motion for Attorneys' Fees and Expenses will be available at [\[website URL\]](#) once it has been filed.

○ **What types of Thinx period underwear are covered by the settlement?**

The settlement covers the following Thinx period underwear: Cotton Brief, Cotton Bikini, Cotton Thong, Sport, Hiphugger, Hi-Waist, Boyshort, French Cut, Cheeky, and Thong, sold between November 12, 2016 and [\[date of entry of the Preliminary Approval Order\]](#) ("Thinx Period Underwear").

○ **What is the Class Benefit available to me?**

You have the option to choose either cash reimbursement for past purchases (up to 3 pairs total) or a single-use voucher towards a future purchase of eligible Thinx period underwear. The specific options include:

- **Cash reimbursement:** You may receive a \$7.00 refund for each purchase of up to 3 pairs of Thinx Period Underwear reflected in Thinx's records, or for which you provide a valid proof of purchase (for a total of up to \$21.00). Your Claim Form will indicate whether Thinx has a record of your purchases or you need to provide proof of purchase.
- **Cash reimbursement without proof of purchase:** You may receive a \$3.50 refund for each purchase of up to 3 pairs of Thinx Period Underwear that are not reflected in Thinx's records and for which you do not have proof of purchase (for a total of up to \$10.50), but which you attest to purchasing under penalty of perjury.
- **Voucher:** You may choose to receive a voucher for a discount of 35% off total purchases of up to \$150 of Eligible Voucher Products in a single purchase transaction on the Thinx website (thinx.com) (maximum discount \$52.50). Click here [\[hyperlink\]](#) for a list of Eligible Voucher Products for which the voucher can be used.

Vouchers are not transferable, subject to standard terms and conditions, and will be valid for six months from the date of issuance. Vouchers may be used on full-price Eligible Voucher Products, and may not be combined with any other offers, discounts, or promotions.

If Thinx does not have a record of your past purchases of Thinx Period Underwear, your Claim Form will require you to provide proof of purchase or attest under penalty of perjury to having made the purchases.

You will be required to elect whether to receive either cash reimbursement or the voucher on your Claim Form.

- **How do I file a claim?**

To file a claim, click here [\[hyperlink\]](#) or call [\[telephone number\]](#) for the Claim Form. **Use your Claim Number XXXX so that your Claim Form will show whether Thinx has a record of your purchases of Thinx Period Underwear.** Your Claim Form must be submitted electronically or postmarked no later than [\[date\]](#). A link to the Claim Form is available here [\[hyperlink\]](#) or by calling [\[telephone number\]](#).

- **What are my other options?**

You can do nothing, exclude yourself, or object. If you do nothing, you will be legally bound by the settlement, but you won't get a payment. If you don't want to be legally bound by the settlement, you must exclude yourself from it by [\[date\]](#). Unless you exclude yourself, you will give up the right to sue or continue to sue Thinx for any claim released by the settlement.

If you stay in the settlement (i.e., don't exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the Final Approval Hearing—at your own cost—but you don't have to. **Objections and requests to appear are due by [\[date\]](#).** The Final Approval Hearing will be held on [\[date\]](#), at [\[time\]](#), in Courtroom 1105 of the Thurgood Marshall United States Courthouse, located at 40 Foley Square, New York, New York 10007, or via Zoom webinar.

More information about these options and the settlement is in the detailed notice available here [\[hyperlink\]](#) or by calling [\[telephone number\]](#).

PLEASE DO NOT CALL THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

To unsubscribe from this list, please click on the following link: [\[hyperlink\]](#)

EXHIBIT D

[Address]
[Address]
[Address]
[Address]

**If you purchased
Thinx Period
Underwear between
November 12, 2016
and [date the
Preliminary Approval
Order is entered], you
may be eligible for
payment from a class
action settlement.**

Important Notice About a Class Action Lawsuit

<<Barcode>>

Claim#: A2E-<<ClaimID>>-

<<MailRec>>

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

A settlement has been reached with Thinx Inc. in a class action lawsuit involving Thinx Period Underwear making allegations regarding the presence of short chain per- and polyfluoroalkyl substances (“PFAS”), Agion anti-microbial treatment and the organic cotton line of the underwear. Thinx denies all of the allegations made in the lawsuit and denies that Thinx did anything improper or unlawful. With respect to PFAS, Thinx confirms that PFAS have never been a part of its product design, and that it will continue to take measures to help ensure that PFAS are not intentionally added to Thinx period underwear at any stage of production. The proposed settlement is not an admission of guilt or wrongdoing of any kind by Thinx.

Who’s included? You are a member of the Settlement Class if you purchased in the United States, other than for resale, Thinx Period Underwear between November 12, 2016 and [date the Preliminary Approval Order is entered].

What does the settlement provide? If the Court approves the Settlement, Thinx has agreed to pay \$4 million into a cash fund, and may pay up to an additional \$1 million if needed to cover valid claims. Thinx also has agreed to take appropriate business measures to address the claims in the lawsuit, as detailed in the full notice. In connection with the Final Approval Hearing on the Settlement, Class Counsel will apply to the Court for an award of attorneys’ fees and costs not to exceed \$1.5 million. Class Counsel will also ask the Court for service awards of \$2,500 for each of the named Plaintiffs. Any award of attorneys’ fees, costs and service awards to the named Plaintiffs will be paid from the \$4 million cash fund. Class Counsel’s Motion for Attorneys’ Fees and Expenses will be available at [website URL] once it has been filed.

You have the option to choose **either** cash reimbursement for past purchases (up to 3 pairs total) **or** a single-use voucher towards a future purchase of eligible Thinx period underwear. The settlement provides for a \$7.00 cash reimbursement for each purchase of up to 3 pairs of Thinx Period Underwear that are reflected in Thinx’s records or for which you provide proof of purchase (for a total of up to \$21.00), or a \$3.50 cash reimbursement for each purchase of up to 3 pairs of Thinx Period Underwear that are not reflected in Thinx records and for which you don’t have proof of purchase (for a total of up to \$10.50). Or, you may choose a voucher for a 35% discount off future purchases of up to \$150 of eligible full-price Thinx period underwear in a single transaction on the Thinx website (thinx.com) (maximum discount \$52.50). Vouchers are not transferable, subject to standard terms and conditions, will be valid for six months from issuance, and may not be combined with any other offers, discounts, or promotions.

How do you get a payment? You must complete and submit a valid Claim Form by [date]. Claims may be submitted online or mailed to the address on the form. Use your **Claim Number XXXX** so that your Claim Form will show whether Thinx has a record of your purchases of Thinx Period Underwear.

What are your other options? You can do nothing, exclude yourself, or object. If you do nothing, you will be legally bound by the Settlement and you won’t receive a payment. If you do not want to be bound by the Settlement, you must exclude yourself by [date]. If you do not exclude yourself, you may object to the Settlement by [date].

For more information about the Settlement, the Class Benefit, how to make a claim, exclude yourself, object, or attend the Final Approval Hearing, please visit the website or call the toll-free number below.

[website] • [telephone number]

EXHIBIT E

If you bought a pair of Thinx Period Underwear sold between November 12, 2016 and [date of entry of the Preliminary Approval Order], a class action settlement may affect your rights.

A Federal Court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

A settlement has been reached in a class action lawsuit called *Dickens, et al. v. Thinx Inc.*, No. 1:22-cv-4286-JMF, pending in the U.S. District Court for the Southern District of New York. The lawsuit involves Thinx Period Underwear and makes allegations regarding the presence short chain per- and polyfluoroalkyl substances (“PFAS”), Agion anti-microbial treatment, and the organic cotton line of the underwear.

Thinx denies all of the allegations made in the lawsuit and denies that Thinx did anything improper or unlawful. With respect to PFAS, Thinx confirms that PFAS have never been a part of its product design, and that it will continue to take measures to help ensure that PFAS are not intentionally added to Thinx period underwear at any stage of production. The proposed settlement is not an admission of guilt or wrongdoing of any kind by Thinx.

You are included in the Settlement Class if you purchased in the United States, other than for resale, Thinx Period Underwear between November 12, 2016 and [date of entry of the Preliminary Approval Order]. Excluded from the Settlement Class are Thinx; its parents, subsidiaries, affiliates, officers, directors, and employees; any entity in which Thinx has a controlling interest; and any Judge presiding over the lawsuit and the members of the Judge’s immediate family.

If the Court approves the settlement, Thinx will pay \$4 million into a cash fund, and may pay up to an additional \$1 million if needed to pay valid claims. Settlement Class Members who submit valid claims are eligible to receive cash reimbursement for past purchases of Thinx Period Underwear or a voucher for discounts on future purchases of eligible Thinx period underwear (“Class Benefit”) as explained in more detail below. **You must submit a claim to receive a Class Benefit.** A link to the Claim Form is available at [website] or by calling [telephone number].

Please read this notice carefully, which has been approved by the United States District Court for the Southern District of New York. Whether you act or not, your legal rights as a member of the Settlement Class are affected by the settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM AND PARTICIPATE IN THE SETTLEMENT	Submit a claim form on or before [date]. This is the only way to get a Class Benefit from the settlement. By receiving a benefit, you will give up rights and be bound by the settlement.

EXCLUDE YOURSELF	You will receive no payment, but you will retain any right you currently have to sue Thinx about the issues covered by the settlement. This is the only option that allows you to keep your right to bring any other claim against Thinx released by the settlement.
OBJECT	Write to the Court explaining why you don't like the settlement.
ATTEND THE FINAL APPROVAL HEARING	If you object, you may also ask to speak in court about the fairness of the settlement.
DO NOTHING	If you do nothing, you will not receive anything from the settlement. You will be bound by the terms of the settlement, and you won't be able to sue Thinx in a future lawsuit about any claim 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 provided only after any issues with the settlement are resolved. If approval is denied, is reversed on appeal, or does not become final, the case will continue, and no payments will be made. Please be patient.

BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this notice to let you know about a proposed settlement with Thinx. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. This notice explains the lawsuit, the settlement, and your legal rights.

Judge Jesse M. Furman of the U.S. District Court for the Southern District of New York is overseeing this class action. The case is known as *Dickens, et al. v. Thinx Inc.*, No. 1:22-cv-4286-JMF. The people who sued are called Plaintiffs or Class Representatives. The company they sued, Thinx Inc., is called the Defendant.

2. What is a class action lawsuit?

In a class action, one or more people called Plaintiffs or Class Representatives sue on behalf of a group of people who have similar claims. In this case, these people together are called a Settlement Class. In a class action, the court resolves the issues for all members of the Settlement Class, except for those who exclude themselves from the Settlement Class. People who do not exclude themselves are called Settlement Class Members. After the parties reached an agreement to settle this case, the Court recognized it as a case that may be treated as a class action for settlement purposes.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

The lawsuit involves Thinx Period Underwear and asserts allegations regarding short chain Per- and polyfluoroalkyl substances (“PFAS”), Agion anti-microbial treatment, and the organic cotton line of

the underwear.

Thinx denies all of the allegations made in the lawsuit and denies that Thinx did anything improper or unlawful. With respect to PFAS, Thinx confirms that PFAS have never been a part of its product design, and that it will continue to take measures to help ensure that PFAS are not intentionally added to Thinx period underwear at any stage of production. The proposed settlement is not an admission of guilt or wrongdoing of any kind by Thinx.

More information about the Complaint in the lawsuit can be found at the settlement website, [\[Website\]](#).

4. Why is there a settlement?

The Court has not decided whether the Plaintiffs or the Defendant should win this case. Instead, both sides agreed to a settlement. The Class Representatives and their attorneys (“Class Counsel”) believe that the settlement is in the best interests of the Settlement Class.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The Settlement Class includes all natural persons who purchased, not for resale, the following Thinx Period Underwear in the United States from November 12, 2016 to [\[date of entry of the Preliminary Approval Order\]](#): Cotton Brief, Cotton Bikini, Cotton Thong, Sport, Hiphugger, Hi-Waist, Boyshort, French Cut, Cheeky, and Thong (“Thinx Period Underwear”). Excluded from the Settlement Class are Thinx; its parents, subsidiaries, affiliates, officers, directors, and employees; any entity in which Thinx has a controlling interest; and any Judge presiding over this Action and the members of the Judge’s immediate family.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

As part of the settlement, Thinx has agreed to pay \$4 million into a cash fund to pay Settlement Class Members who submit valid claims, as well as any court approved attorneys’ fees, expenses and service awards to Class Representatives. Thinx has agreed to provide up to an additional \$1 million if needed to cover valid claims.

Settlement Class Members who submit a valid claim have the option to choose either cash reimbursement for past purchases (up to 3 pairs total) or a single-use voucher towards a future purchase of eligible Thinx underwear. The specific options are:

- **Cash reimbursement:** You may receive a \$7.00 refund for each purchase of up to 3 pairs of Thinx Period Underwear reflected in Thinx’s records, or for which you provide a valid proof of purchase (for a total of up to \$21.00). Your Claim Form will indicate whether Thinx has a record of your purchases or you need to provide proof of purchase.
- **Cash reimbursement without proof of purchase:** You may receive a \$3.50 refund for each purchase of up to 3 pairs of Thinx Period Underwear that are not reflected in Thinx’s records and for which you do not have proof of purchase (for a total of up to \$10.50), but which you attest to purchasing under penalty of perjury.

- **Voucher:** You may choose to receive a voucher for a discount of 35% off future purchases of up to \$150 of Eligible Voucher Products in a single purchase transaction on the Thinx website (thinx.com) (maximum discount \$52.50). Go to [website] for a list of Eligible Voucher Products for which the voucher can be used.

Vouchers are not transferable, subject to standard terms and conditions, and will be valid for six months from the date of issuance. Vouchers may be used on full-price Eligible Voucher Products, and may not be combined with any other offers, discounts, or promotions.

If Thinx does not have a record of your past purchases of Thinx Period Underwear, your Claim Form will require you to provide proof of purchase or attest under penalty of perjury to having made the purchases.

If the net cash fund (including the replenishment amount of up to \$1 million) is not sufficient to pay all Valid Claims for cash reimbursement, payments to Settlement Class Members who submit a Valid Claim for cash reimbursement will be prorated and the payment amounts may be reduced. Vouchers will not be counted in calculating the amount of total Valid Claims.

As part of the settlement, Thinx has also agreed to provide the following non-monetary relief:

- Thinx will take measures to help ensure that per- and polyfluoroalkyl substances (“PFAS”) are not intentionally added to Thinx period underwear at any stage of production. These measures will entail maintaining production controls, including material reviews.
- Thinx will continue to have suppliers of raw materials for Thinx period underwear review and sign a Supplier Code of Conduct and Chemical Supplier Agreement, which require suppliers to attest that PFAS are not intentionally added to Thinx period underwear.
- Thinx will disclose the use of anti-microbial treatments, including Agion, and the purpose for which anti-microbial treatments are used, including, if applicable, as odor control treatments, on its website. In addition, Thinx will agree not to refer to the anti-microbial components of Agion as “non-migratory.”

HOW TO GET BENEFITS

7. How do I make a claim?

To file a claim, go to [website] or call [telephone number] for the Claim Form. Your claim must be submitted electronically or postmarked no later than [date].

If you appear in Thinx's records as having purchased Thinx Period Underwear, you will receive an email or postcard with a unique Claim ID number that you can use to pre-populate an online claim form. Use your Claim Number so that your Claim Form will show whether Thinx has a record of your purchases.

If you do not appear in Thinx's records as having purchased Thinx Period Underwear, or Thinx's records show less than the number of purchases for which you are claiming cash reimbursement (maximum three pairs), you will need to provide additional information, including reasonable documentation showing that you purchased Thinx Period Underwear or a declaration under penalty of perjury attesting to your purchases. The Claim Form will explain the information that is required and the acceptable forms of documentation for proof of purchase. You will be required to elect whether to receive either cash reimbursement or the voucher on your Claim Form.

8. When will I get my payment?

The Court will hold a hearing on [date] at [time], to decide whether to approve the settlement. The Court may move the Final Approval Hearing to a different date or time without providing further Notice to the Settlement Class. The date and time of the Final Approval Hearing can be confirmed at [website]. If the settlement is approved, there may be appeals. The appeal process can take time. If there is no appeal, your Class Benefit will be processed promptly. Please be patient.

Updates regarding the settlement and when payments will be made will be posted at [website].

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed lawyers Erin Ruben, Hunter Bryson, Harper Segui, and Rachel Soffin of Milberg Coleman Bryson Phillips Grossman PLLC as the attorneys to represent you and other members of the Settlement Class. These attorneys are called "Class Counsel."

In addition, the Court appointed Plaintiffs Nicole Dickens, Haleh Allahverdi, Haley Burgess, Jillian Blenis, and Lili Mitchell to serve as the Class Representatives. They are members of the Settlement Class like you. Class Counsel's contact information is as follows:

Milberg Coleman Bryson Phillips Grossman PLLC
[add phone number, e-mail address and/or street address].

10. Should I get my own lawyer?

You don't need to hire your own lawyer because Class Counsel is working on your behalf at no additional cost to you. If you want your own lawyer, you will have to pay that lawyer. For example,

you can ask your lawyer to appear in Court for you at your own expense if you want someone other than Class Counsel to represent you.

11. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses totaling up to \$1.5 million and will also request service awards of up to \$2,500 for each of the five named Plaintiffs (totaling up to \$12,500). The Court may award less than the amounts requested by Class Counsel and Plaintiffs, and any money not awarded from these requests will stay in the settlement fund to pay Settlement Class Members. Costs of Notice and settlement administration, the Attorneys' Fees and Expenses Payment, and service awards to the named Plaintiffs will be paid out of the \$4 million cash fund, if approved by the Court.

YOUR RIGHTS AND OPTIONS

12. What happens if I do nothing?

If you do nothing, you will not receive anything from the settlement, and you will be legally bound by all orders and judgments of the Court. Unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against Thinx for any claim released by the settlement.

13. What happens if I ask to be excluded?

If you exclude yourself from the settlement, you can't claim any money or receive any benefits as a result of the settlement. You will not be bound by any orders and judgments of the Court. You will be able to start a lawsuit or be part of another lawsuit against Thinx for claims released by the settlement.

14. How do I ask to be excluded?

You can ask to be excluded from the settlement. To do so, you may submit a written request for exclusion either by going to [\[website\]](#) or by sending a letter by U.S. mail clearly stating that you want to be excluded from the settlement in *Dickens, et al. v. Thinx, Inc.*, No.1:22-cv-4286-JMF. Your letter must include your name, address, and your signature. You must submit your exclusion request online or mail your exclusion request postmarked no later than [\[date\]](#) to:

[Dickens et al. v. Thinx Settlement](#)
[\[Address\]](#)

You can't exclude yourself via phone, fax, or email.

15. If I don't exclude myself, can I sue Thinx for the same thing later?

No. Unless you exclude yourself, you give up any right to sue or continue to sue Thinx for any claim regarding the subject matter of the claims in this case.

That means that if you don't exclude yourself, you and your respective heirs, executors, administrators, representatives, agents, partners, successors, and assigns ("Releasing Parties") will release Thinx, its past or present parent, sister, and subsidiary corporations, affiliated entities, predecessors, successors, assigns, and any of their present and former directors, officers, employees, shareholders, agents, partners, licensors, privies, representatives, attorneys, accountants, and all persons acting by, through, under or in concert with them ("Released Parties") from any and all

liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, costs, attorneys' fees, losses, expenses, obligations, or demands, of any kind whatsoever, whether state or federal, whether known or unknown, existing or potential, or suspected or unsuspected, whether raised by claim, counterclaim, setoff, or otherwise, including any known or unknown claims, which you have or may claim now or in the future to have, that have been or could have been asserted in the Action (the "Released Claims"). The Released Claims exclude claims for personal injury.

16. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, you give up the right to receive any Class Benefit from the settlement.

17. How do I object to the settlement?

If you are a member of the Settlement Class and you do not exclude yourself, you can object to the settlement if you don't like any part of it. You can also object to Class Counsel's request for attorneys' fees and expenses and/or to the service award for the Class Representatives. The Court will consider your views.

Your objection and supporting papers must be in writing and must include: a caption or title that identifies it as "Objection to Class settlement in *Dickens, et al. v. Thinx Inc.*, Case No. 1:22-cv-4286-JMF;" your name, address, and telephone number; all grounds for the objection, with any factual and legal support for each stated ground; the identity of any witnesses you may call to testify; copies of any exhibits that you intend to introduce into evidence at the Final Approval Hearing; and a statement of whether you intend to appear at the Final Approval Hearing with or without counsel.

To be timely, the objection must (a) be submitted to the Court either by filing it in person at any location of the United States District Court for the Southern District of New York or by mailing it to 40 Foley Square, New York, New York 10007, and (b) be filed or postmarked on or before [date].

If you do not timely file with the Court a written objection in accordance with these requirements, you will give up any and all rights you may have to object, appear, present witness testimony, and/or submit evidence; be barred from appearing, speaking, or introducing any testimony or evidence at the Final Approval Hearing; be precluded from seeking review of the settlement or Settlement Agreement by appeal or other means; and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the lawsuit.

Class Counsel will file with the Court and post on the settlement website its request for attorneys' fees and expenses and service awards on [date].

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class (i.e., you don't exclude yourself from the settlement). Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court hold the Final Approval Hearing on the fairness of the settlement?

The Final Approval Hearing will be held on [date], at [time], in Courtroom 1105 of the Thurgood Marshall United States Courthouse, located at 40 Foley Square, New York, New York 10007, or via Zoom webinar, and/or by remote access as determined by the Court. At the Final Approval Hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including the amount requested by Class Counsel for attorneys' fees and expenses and the service award to the Class Representatives.

The date and time of the Final Approval Hearing, as well as whether the hearing will be conducted in person or by remote access, are subject to change by Court order, but any changes will be posted at the settlement website, [Website], or through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you send an objection, you don't have to come to court to talk about it. As long as your written objection was filed with the Court on time and meets the other criteria described above, the Court will consider it. You may also pay another lawyer to attend, but you don't have to.

21. May I speak at the Final Approval Hearing?

If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed settlement by asking to speak in your objection by following the instructions above in Section [] .

GETTING MORE INFORMATION

22. Where can I get additional information?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the Settlement Agreement available at [Website], contact Class Counsel at Milberg Coleman Bryson Phillips Grossman PLLC, access the Court docket in this case through the Court's PACER system at <https://ecf.cand.uscourts.gov>, or visit the Office of the Clerk of the Court for the United States District Court for the Southern District of York, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. Class Counsel's contact information is: [insert]

More information about the settlement is available at [Website], toll-free at [Number], or by contacting Class Counsel.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

EXHIBIT F

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

**NICOLE DICKENS, HALEH
ALLAHVERDI, HALEY BURGESS,
JILLIAN BLENIS, and LILI
MITCHELL**, individually and on behalf
of themselves and all others similarly
situated,

Plaintiffs,

v.

THINX, INC.,

Defendant.

CASE NO. 1:22-cv-04286-JMF

[PROPOSED] PRELIMINARY APPROVAL ORDER

WHEREAS, on August 8, 2022, Plaintiffs Nicole Dickens, Haleh Allahverdi, Haley Burgess, Jillian Blenis, and Lili Mitchell (collectively “Plaintiffs”) filed a Consolidated Amended Complaint (“CAC”), in the Southern District of New York against Defendant Thinx Inc. (“Thinx”) on behalf of themselves and all others similarly situated, alleging that Thinx misrepresented the qualities of its Thinx Period Underwear (ECF No. 16);

WHEREAS, Plaintiffs and Thinx entered into a Settlement Agreement and Release (“Settlement Agreement”) on November 22, 2022, which is attached as **Exhibit 1** to the Memorandum in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of the Settlement Agreement, filed on November 22, 2022, and sets forth the terms and conditions of the Settlement;¹

¹ Unless otherwise stated, all defined terms herein have the meaning given to such terms in the Settlement Agreement.

WHEREAS, Plaintiffs have moved the Court for an order preliminarily approving the proposed Settlement pursuant to Federal Rule of Civil Procedure 23 and approving Notice to the Settlement Class as more fully described herein;

WHEREAS, Thinx does not contest certification of the Settlement Class solely for purposes of the Settlement;

WHEREAS, the Court is familiar with and has reviewed the record and has reviewed the Settlement Agreement and its exhibits, Plaintiffs' Memorandum of Law in Support of their Unopposed Motion for Preliminary Approval, and the supporting Joint Declaration of Erin Ruben, Rachel Soffin, Harper Segui, and Hunter Bryson, and exhibits thereto, and finds good cause for entering the following Order;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. For purposes of this Order, the Court adopts all defined terms as set forth in the Settlement Agreement.

Preliminary Certification of the Settlement Class

2. Under Federal Rule of Civil Procedure 23(b)(3), the Settlement Class, defined as follows, is preliminarily certified for the purpose of settlement only:

All natural persons who purchased, not for resale, the following Thinx Period Underwear in the United States from November 12, 2016, to the date of entry of the Preliminary Approval Order: Cotton Brief, Cotton Bikini, Cotton Thong, Sport, Hiphugger, Hi-Waist, Boyshort, French Cut, Cheeky, and Thong.

3. The Settlement Class excludes:

Thinx, as well as its parents, subsidiaries, affiliates, officers, directors, investors, and employees; any entity in which Thinx has a controlling interest; any judge presiding over this Action, their staff, and the members of the judge's immediate family, all persons who request exclusion from (opt out of) the Settlement.

4. The Court preliminarily finds, for the purpose of settlement only, that the Settlement Class meets all the prerequisites of Federal Rule of Civil Procedure 23 for class certification, including numerosity, commonality, typicality, predominance of common issues, superiority, and that Plaintiffs and Class Counsel are adequate representatives of the Settlement Class.

5. Plaintiffs Nicole Dickens, Haleh Allahverdi, Haley Burgess, Jillian Blenis, and Lili Mitchell are hereby appointed as Class Representatives.

6. Erin Ruben, Rachel Soffin, Harper Segui, and Hunter Bryson are hereby appointed as Class Counsel.

7. The Settlement Class, if certified in connection with final approval, shall be for settlement purposes only and without prejudice to the parties in the event the Settlement is not finally approved by this Court or otherwise does not take effect.

Preliminary Approval of the Settlement

8. The Court has scrutinized the Settlement Agreement carefully. It preliminarily finds that the Settlement is the product of extensive, non-collusive, arm's-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the case through discovery and motion practice, and who mediated before the Honorable Jay Gandhi (Ret.) of JAMS ADR. The Court also preliminarily finds that the Settlement is within the range of possible approval because it compares favorably with the expected recovery balanced against the risks of continued litigation, does not grant preferential treatment to the Plaintiffs and Class Counsel, and has no obvious deficiencies.

9. The Court hereby preliminarily approves the Settlement, as memorialized in the Settlement Agreement, as fair, reasonable, and adequate, and in the best interest of the Plaintiffs

and the other Settlement Class Members, subject to further consideration at the Final Approval Hearing to be conducted as described below.

10. The Court hereby stays this Action pending final approval of the Settlement, and enjoins, pending final approval of the Settlement, any actions brought by the named Plaintiffs concerning a Released Claim.

Manner and Form of Notice

11. The Court approves the Notice substantially in the form attached as Exhibits C - E to the Settlement Agreement and the Claim Forms substantially in the form attached as Exhibits A and B to the Settlement Agreement. The Notice is reasonably drafted, under the circumstances, to apprise the Settlement Class of the pendency of this litigation; the effects of the proposed Settlement on their rights (including the Released Claims contained therein); Class Counsel's upcoming motion for attorneys' fees, expenses, and service awards; of their right to submit a Claim Form; of their right to exclude themselves; and of their right to object to any aspect of the proposed Settlement. The date and time of the Final Approval Hearing shall be included in the Notice before it is disseminated.

12. The Court also finds that the proposed Notice Plan, which includes dissemination of Notice via (i) e-mail, (ii) U.S. mail (for those members of the Settlement Class for whom Thinx does not have an e-mail address on file or for whom e-mail notice has been undeliverable), (iii) an online banner advertisement campaign on certain websites to be determined by the parties with input from the Settlement Administrator, and (iv) the Settlement Website will provide the best notice practicable under the circumstances. The Notice and Notice Plan provide due, adequate, and sufficient notice to the Settlement Class, and satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable law and rules.

13. The Court appoints Epiq to serve as the Settlement Administrator to supervise and administer the Notice Plan, establish and operate a Settlement Website, administer the Claims process, including the determination of valid claims, distribute the Class Benefit to Valid Claimants according to the criteria set forth in the Settlement Agreement, and perform any other duties of the Settlement Administrator provided for in the Settlement Agreement.

14. Thinx shall provide the Settlement Administrator with the names, e-mail addresses (if available), and the mailing addresses (if available) of the Settlement Class for the purpose of disseminating the Notice. This information will not be shared with Class Counsel.

15. The Settlement Administrator shall provide Notice of the Settlement and Final Approval Hearing to the Settlement Class as follows:

a. Within 45 days following the entry of this Order, Epiq will establish the Settlement Website pursuant to the terms of the Settlement Agreement. The Settlement Website will have a Claim Form submission capability, contain the operative Consolidated Class Action Complaint, Preliminary Approval Motion and Order, the detailed Class Notice, the Settlement Agreement, Class Counsel's and Plaintiffs' application for attorneys' fees, costs, and service awards (once filed), Plaintiffs' Motion for Final Approval (once filed), answers to a set of frequently asked questions, information on how to object or request exclusion (and the ability to opt out online), and other information regarding the Court approval process as agreed to by the Parties.

b. Within 45 days following entry of this Order, Epiq will disseminate the Email Notice to each member of the Settlement Class for whom Thinx has an email address, which will substantially be in the form of Exhibit C attached to the Settlement Agreement.

c. Within 45 days following entry of this Order, Epiq will mail the Postcard Notice for each member of the Settlement Class for whom Thinx does not have an email address, which will substantially be in the form of Exhibit D attached to the Settlement Agreement.

d. Within 45 days following entry of this Order, Epiq will establish a toll-free telephone number where members of the Settlement Class can request a copy of the Detailed Notice, Claim Form(s), and other case documents.

e. Within 45 days following entry of this Order, Epiq will implement a limited online banner advertisement campaign on certain websites, to be determined by the Parties with input from Epiq. The campaign will continue for 30 days and will provide a link to the Settlement Website and contact information for the Settlement Administrator.

The Final Approval Hearing

16. The Court will hold a Final Approval Hearing on _____, 2023 at [TIME] in Courtroom 1105 of the United States District Court, Southern District of New York, 40 Centre Street, New York, NY 10007 for the following purposes: (i) to determine whether the Settlement should be approved as fair, reasonable, and adequate and in the best interests of Settlement Class Members; (ii) to rule upon Class Counsel's application for an award of attorneys' fees and expenses; (iii) to rule upon Class Counsel's application for service awards for the Class Representatives; and (iv) to consider any other matters that may properly be brought before the Court in connection with the Settlement.

17. The Court may adjourn the Final Approval Hearing or decide to hold the Final Approval Hearing telephonically or via other means without further notice to the Settlement Class, and may approve the proposed Settlement without further notice to the Settlement Class.

18. Class Counsel's application for an award of attorneys' fees and expenses, and Class Counsel's application for service awards, will be decided in an order separate from the order that addresses the fairness, reasonableness, and adequacy of the Settlement.

19. If the Settlement is approved, Settlement Class Members (i.e., those who have not excluded themselves from the Settlement) will be bound by the Release provided for in the Settlement Agreement, and by any judgment or determination of the Court affecting Settlement Class Members. All Settlement Class Members shall be bound by all determinations and judgment in this Action concerning the Settlement, whether favorable or unfavorable to the Settlement Class.

20. Any Settlement Class Member who intends to object to the Settlement must file with the Court a written statement that includes: a caption or title that identifies it as "Objection to Class Settlement in *Dickens et al. v. Thinx Inc.*, Case No. 1:22-cv-04286-JMF;" the Settlement Class Member's name, address, and telephone number; all grounds for the objection, with any factual and legal support for each stated ground; the identity of any witnesses the Settlement Class Member may call to testify; copies of any exhibits that the Settlement Class Member intends to introduce into evidence at the Final Approval Hearing; a statement identifying their counsel if they are represented by counsel; and a statement of whether the Settlement Class Member intends to appear at the Final Approval Hearing with or without counsel. To be timely, the objection must (a) be submitted to the Court either by filing it in person at any location of the United States District Court for the Southern District of New York or by mailing it to the Clerk of the Court for filing, and (b) be filed or postmarked by the Objection deadline, which shall be 60 days after the Notice Date.

21. Any Settlement Class Member who fails to timely file with the Court a written objection shall waive and forfeit any and all rights they may have to object, appear, present witness

testimony, and/or submit evidence; shall be barred from appearing, speaking, or introducing any testimony or evidence at the Final Approval Hearing; shall be precluded from seeking review of the Settlement Agreement by appeal or other means; and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action.

Exclusion from the Settlement Class

22. Members of the Settlement Class who chose to opt out must submit a written request for exclusion either via the Settlement Website or by U.S. mail to the Settlement Administrator, which must be submitted or postmarked no later than 60 days following the Notice Date. The deadline shall be set forth in the Notice and on the Settlement Website.

23. Any member of the Settlement Class who does not submit a request to opt out in accordance with the deadlines and other requirements will be bound by the Settlement absent a court order to the contrary.

24. The Settlement Administrator shall also provide a final report to Class Counsel and Think, no later than forty-five (45) calendar days before the Final Approval Hearing, that summarizes the number of opt-out requests received to date, and other pertinent information. Class Counsel shall include the information, as appropriate, with their final approval papers.

Termination of the Settlement

25. If the Settlement fails to become effective in accordance with its terms, or if the judgment is not entered or is reversed, vacated, or materially modified on appeal (and, in the event of material modification, if either Party elects to terminate the Settlement), this Order shall be null and void, the Settlement Agreement shall be deemed terminated (except for any paragraphs that, pursuant to the terms of the Settlement Agreement, survive termination), and the Parties shall return to their positions without prejudice in any way, as provided for in the Settlement Agreement.

The Use of this Order

26. As set forth in the Settlement Agreement, the fact and terms of this Order and the Settlement, all negotiations, discussions, drafts, and proceedings in connection with this Order and the Settlement, and any act performed or document signed in connection with this Order and the Settlement, shall not, in this or any other court, administrative agency, arbitration forum or other tribunal, constitute an admission, or evidence, or be deemed to create any inference against either Party, including, but not limited to: (i) of any acts of wrongdoing or lack of wrongdoing; (ii) of any liability on the part of Thinx to the Class Representatives, the Settlement Class, or anyone else; (iii) of any deficiency of any claim or defense that has been or could have been asserted in this Action; (iv) that Thinx agrees that a litigation class is proper in this Act; (v) of any damages or lack of damages suffered by the Class Representatives, the Settlement Class, or anyone else; or (vi) that any benefits obtained by Settlement Class Members pursuant to the Settlement Agreement or any other amount represents the amount that could or would have been recovered in this Action against Thinx if it was not settled at this point in time.

27. The fact and terms of this Order and the Settlement, all negotiations, discussions, drafts and proceedings in connection with this Order and the Settlement, including but not limited to, the judgment and the release of the Released Claims provided for in the Settlement Agreement and the judgment, shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum or other tribunal, except as necessary to enforce the terms of this Order and/or the Settlement.

28. The Court retains exclusive jurisdiction over this Action to consider all further matters arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____, 2022

HON. JESSE M. FURMAN
United States District Court
Southern District of New York