

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SAN BERNARDINO**

*Stacy Dorcas v. Aterian, Inc., Case No. CIVSB2222117*

**If you are a person who purchased any of the Covered Products in the United States, its territories, or at any United States military facility or exchange during the Class Period (December 9, 2018, through August 23, 2023), you may be entitled to a payment from a class action settlement.**

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

- Aterian has agreed to pay \$800,000 (the “Settlement Fund”) to fully resolve and release claims of all persons who purchased any of the Mueller-branded products listed on the settlement website (“Covered Products”) during the time period set forth above and as described in the settlement agreement (“Settlement”).
- The Settlement Fund shall be a non-reversionary common fund of \$800,000 which shall be used to fund payments to Settlement Class Members, Class Notice and administration costs, any Class Counsel Award and costs awarded by the Court, and any Class Representative Service Award to Plaintiff awarded by the Court. Of the \$800,000 Common Fund, \$500,000 shall be made available in the form of cash (“Cash Fund”), and \$300,000 shall be made available in the form of Vouchers (“Voucher Fund”) which Settlement Class Members can use towards the purchase of any Mueller branded product.
- The Settlement resolves a lawsuit alleging that during the Class Period, Defendant falsely and deceptively labeled and advertised the Covered Products with an image of the Austrian flag and the name “Austria” (together, the “Austrian Representations”), which led reasonable consumers into believing that the Covered Products were made in Austria and to pay more for the Covered Products as a result of those alleged statements, when the Covered Products were not made in Austria.
- The two sides disagree on whether Plaintiff and the Settlement Class could have prevailed at trial. By entering into the Settlement, Aterian has not conceded the truth or validity of any of the claims against it.
- Your legal rights may be affected whether you act or don’t act. Read this Notice carefully.

## Your Legal Rights and Options In This Settlement:

SUBMIT A CLAIM FORM	To participate in the settlement and make a claim for your share of the settlement benefits you must submit a valid Claim Form by <b>January 30, 2024</b> .
EXCLUDE YOURSELF FROM THE CASE	This is the only option that allows you to sue Aterian on your own regarding the legal claims in this case, but you will not receive compensation under the Settlement. The deadline for excluding yourself is <b>January 30, 2024</b> .
OBJECT TO THE SETTLEMENT	Write to the Court about why you do not like the Settlement. A Settlement Class Member who objects remains in the Settlement Class and must submit a Claim Form in order to obtain a monetary award. The deadline for objecting is <b>January 30, 2024</b> .
DO NOTHING	If you do nothing, you will receive no benefit from the Settlement, but you will still give up certain rights to sue the Defendant.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case has still to decide whether to approve the Settlement. Compensation will be issued if the Court approves the Settlement and after appeals are resolved, if any.

## BASIC INFORMATION

### 1. Why was this Notice issued?

This Notice was issued because a Court has conditionally “certified” this case as a class action lawsuit for settlement purposes only and your rights may be affected. Mueller-branded products, attached hereto as Attachment A, during the Class Period, you may have legal rights and options in this case.

This Notice explains all of these issues. Judge David Cohn of the Superior Court for the State of California, County of San Bernardino is overseeing this class action. The case is known as *Stacy Dorcas v. Aterian, Inc.*, Case No. CIVSB2222117 (the “Action”). The people who sued are called the Plaintiffs. The company they sued, Aterian, is called the Defendant.

### 2. Why is this a class action?

In a class action, one or more people, called “Class Representatives” (in this case Stacy Dorcas, the named “Plaintiff”), sue on behalf of all people who have similar claims. Together, these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Here, the Court has certified a class action for settlement purposes only. More information about why this is a class action can be found in the Court’s Class Certification Order, which is available at [www.MuellerSettlement.com](http://www.MuellerSettlement.com).

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

The Court did not decide in favor of Plaintiff or Aterian. Plaintiff thinks she would have prevailed at trial. Aterian thinks the Plaintiff would not have won anything from a trial. But there was no trial. Instead, both sides agreed to this Settlement. That way, both sides avoid the risk and cost of a trial, and the Settlement Class Members will receive compensation. The Class Representative and their attorneys think the Settlement is best for all Settlement Class Members.

## **THE CLAIMS IN THE LAWSUIT**

### **4. What is the lawsuit about?**

The lawsuit claims that during the Class Period, Defendant falsely and deceptively labeled and advertised the Covered Products with an image of the Austrian flag and the name “Austria” (together, the “Austrian Representations”), which led reasonable consumers into believing that the Covered Products were made in Austria when the Covered Products were not made in Austria. Plaintiff further alleges that Plaintiff and Settlement Class Members paid more for the Covered Products as a result of those alleged statements. Plaintiff has asserted claims on behalf of herself and for others similarly situated in the United States based on such allegations.

The lawsuit claims that Aterian violated, among others, the California Consumers Legal Remedies Act, California’s False Advertising Law, and California’s Unfair Competition Law; that Aterian breached express and implied warranties; that Aterian committed fraud and made negligent and intentional misrepresentations; and that Aterian was unjustly enriched. Aterian denied these claims. More information can be found in the Class Action Complaint, available at [www.MuellerSettlement.com](http://www.MuellerSettlement.com).

## **MEMBERS OF THE SETTLEMENT CLASS**

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

The Court has certified this case for settlement purposes only as a class action. The class (the “Settlement Class”) is defined as:

All Persons who purchased any of the Covered Products in the United States, its territories, or at any United States military facility or exchange during the Class Period.

Excluded from the Settlement Class shall be the assigned Judge to the Action, counsel to the Parties, Mediator Louis M. Meisinger, and their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family; any government entity; Defendant, any entity in which Defendant has a controlling interest, any of Defendant’s subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, predecessors in interest, heirs, successors, or assigns, or any members of their immediate family; and any Persons who timely opt out of the Settlement Class.

## **THE SETTLEMENT BENEFITS**

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

Aterian has agreed to pay \$800,000 (\$500,000 shall be made available in the form of cash (“Cash Fund”), and \$300,000 shall be made available in the form of Vouchers (“Voucher Fund”)) into a non-reversionary Settlement Fund in full and complete settlement and release of all claims of Plaintiff and the Settlement

Class Members, as described in the Settlement. The Settlement Fund will be used to pay Settlement Awards to Settlement Class Members who send in a valid Claim Form, after attorneys' fees and costs, notice and settlement administration costs, and an incentive award to the Class Representative have been deducted.

Class Counsel will ask the Court to approve an award of up to 25% of the Settlement Fund (or \$200,000) for attorneys' fees; notice and settlement administration costs; reasonable costs and expenses spent in prosecuting the case; and \$1,500 to the Class Representative, all to be paid from the Settlement Fund before Settlement Awards are paid to the Settlement Class. You cannot receive compensation unless you submit a Claim Form as set forth below.

#### **7. How much will my payment be?**

Authorized Claimants can elect to receive a \$7.50 cash payment per Covered Product purchased during the Class Period for up to two (2) Covered Products (subject to a *pro rata* increase or decrease as discussed), **OR**, alternatively, in lieu of a cash payment, Authorized Claimants can elect to receive a \$15.00 Voucher per Covered Product purchased during the Class Period for up to two (2) Covered Products (subject to a *pro rata* increase or decrease as discussed).

Proof of purchase is not required for either the Individual Cash Settlement Payment or the Individual Voucher Settlement Payment. Authorized Claimants shall be solely responsible for any and all taxes arising from payment of the Individual Cash Settlement Payments.

Individual Cash Settlement Payments will be issued digitally to Authorized Claimants, via the email provided on the Claim Form. Authorized Claimants will be provided with several digital payment options, such as PayPal, Venmo, or a digital debit card, to immediately receive the Individual Cash Settlement Payment. A valid email address is required to receive digital payment. You will also have the option to request a paper check be mailed using the address information provided on the Claim Form. If the email or mailing address you have on file changes or becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive payment.

#### **8. What am I giving up to stay in the Settlement Class?**

Unless you exclude yourself from the Settlement, you will be part of the Settlement Class, and you cannot sue, continue to sue, or be part of any other lawsuit against Aterian asserting a released claim. It also means that all of the Court's orders will apply to you and legally bind you. If you file a Claim Form or do nothing, you will agree to release Aterian from any and all claims under federal and state law that arise from the allegations at issue in this action.

### **THE LAWYERS REPRESENTING YOU**

#### **9. Do I have a lawyer in this case?**

Yes. The Court has appointed Faruqi & Faruqi as Class Counsel to represent you and the Class in this case. These lawyers have experience handling similar cases. More information about these lawyers and their law firms is available at [www.faruqilaw.com](http://www.faruqilaw.com).

#### **10. Should I get my own lawyer?**

You do not need to hire your own lawyer because Class Counsel is representing you and all the other members of the Settlement Class. If you want someone other than Class Counsel to speak for you, you may hire your own lawyer at your own expense.

#### **11. How will the lawyers be paid?**

Class Counsel will ask the Court to approve payment of up to \$200,000 in attorneys' fees, to be paid from the Settlement Fund. The requested fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel also will ask the Court to approve reasonable costs and expenses spent prosecuting the case and a payment of \$1,500 to Stacy Dorcas for her services as Class Representative, to be paid from the Settlement Fund. The Court may award less than these amounts.

### **HOW TO APPLY FOR COMPENSATION**

#### **12. How can I get compensation under the Settlement?**

To qualify for compensation under the Settlement, you must submit a Claim Form. A Claim Form is available on the internet at [www.MuellerSettlement.com](http://www.MuellerSettlement.com). Read the instructions carefully, fill out the form, sign it, and submit it online no later than **January 30, 2024**. You may also submit a Claim Form by mail if postmarked by no later than **January 30, 2024**.

To receive a Settlement Award, each Settlement Class Member must attest under penalty of perjury that they purchased an Aterian product during the Class Period, and the information supplied in the Claim Form is true and correct to the best of the Settlement Class Member's knowledge.

Covered Products in the Settlement are comprised of the Aterian products listed in Attachment A only.

#### **13. When would I receive compensation?**

The Court will hold a hearing on **February 29, 2024, at 9:00 a.m.** to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a Claim Form will be informed of the progress of the Settlement through information posted at [www.MuellerSettlement.com](http://www.MuellerSettlement.com). Please be patient.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

#### **14. How do I get out of the Settlement?**

If you do not want a Settlement Award under this Settlement, and you want to keep the right to sue or continue to sue Aterian regarding the allegations that are the subject of the Action, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement Class.

To exclude yourself from the Settlement, you must send a letter by mail to the Class Action Settlement Administrator that (a) states your name and address; (b) is personally signed by you, and not your attorney or anyone acting on your behalf; and (c) includes a statement that indicates that you wish to be excluded

from the class settlement in *Stacy Dorcas v. Aterian, Inc.*, Case No. CIVSB2222117. No request for exclusion will be valid unless all of the information described above is included.

You must mail your exclusion request postmarked no later than **January 30, 2024**, to the Class Action Settlement Administrator at the following address:

Mueller Settlement Administrator  
c/o A.B. Data, Ltd.  
ATTN: Exclusions  
A.B. Data, Ltd.  
P.O. Box 173096  
Milwaukee, WI 53217

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

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Aterian for the claims that this Settlement resolves.

**16. If I exclude myself, can I get compensation under this Settlement?**

No. If you ask to be excluded, you will not get any compensation under the Settlement, and you cannot object to the Settlement.

## **OBJECTING TO THE SETTLEMENT**

**17. How do I tell the Court that I do not agree with the Settlement?**

You can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Awards will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. A Settlement Class Member who objects still remains in the Settlement Class and must timely submit a Claim Form in order to obtain a monetary award.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Stacy Dorcas v. Aterian, Inc.*, Case No. CIVSB2222117), (b) be submitted to the Settlement Administrator at the address below, and (c) be postmarked on or before **January 30, 2024**.

Mueller Settlement Administrator  
c/o A.B. Data, Ltd.  
ATTN: Objections  
A.B. Data, Ltd.  
P.O. Box 173096  
Milwaukee, WI 53217

Written objections must also contain: (i) Information sufficient to identify and contact the objecting Settlement Class Member, including name, address, telephone number, and, if available, email address, and if represented by counsel, the foregoing information for his/her counsel; (ii) Whether the Settlement Class Member, or his or her counsel, intends to appear at the Final Approval Hearing; (iii) A clear and concise statement of the Settlement Class Member's objection, including all bases and legal grounds for the objection and copies of papers, briefs, or other documents upon which the objection is based; (iv) Documents sufficient to establish the person's standing as a Settlement Class Member, *i.e.*, verification under penalty of perjury as to the person's purchase of Covered Products during the Class Period, or a proof of purchase; and (v) The Settlement Class Member's signature.

**18. What is the difference between objecting and excluding myself from the Settlement?**

Objecting means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement means that you do not want to be part of the Settlement Class. If you exclude yourself, then you have no basis to object to the Settlement.

A Settlement Class Member who objects still remains in the Settlement Class and must timely submit a Claim Form in order to obtain a monetary award.

## **IF YOU DO NOTHING**

**19. What happens if I do nothing at all?**

If you do nothing, you will remain a member of the Settlement Class and you will give up your rights to sue Aterian; however, you will not receive any compensation because you must submit a valid Claim Form in order to receive compensation under this Settlement.

## **THE COURT'S FINAL APPROVAL HEARING**

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

The Court will hold a Final Approval Hearing at 9:00 a.m. on February 29, 2024, at the Superior Court for the State of California, County of San Bernardino, San Bernardino Justice Center, 247 West Third Street San Bernardino, CA 92415, Department S26. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are valid objections that comply with the requirements herein, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and the Class Representatives.

The date of the Final Approval Hearing may change without further notice to the Settlement Class. Settlement Class Members should check the Settlement Website to confirm that the date has not been changed and whether the hearing may proceed virtually due to COVID-19.

**21. Do I have to come to the hearing?**

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

**22. May I speak at the hearing?**

You, or any lawyer you retain, may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your objection to the Settlement a statement saying that it is your intent to appear at the Final Approval Hearing. Your Objection and notice of intent to appear must be submitted to the Settlement Administrator and postmarked no later than **January 30, 2024**. You cannot speak at the hearing if you excluded yourself from the Settlement.

**GETTING MORE INFORMATION**

**23. Is this the entire Settlement?**

No. This Notice is only a summary of the proposed Settlement. More information about the action and the precise terms and conditions of the Settlement are available at [www.MuellerSettlement.com](http://www.MuellerSettlement.com), or by calling toll-free 877-933-2881, or by writing to Aterian Class Action Settlement Administrator c/o A.B. Data, Ltd., P.O. Box 173096, Milwaukee, WI 53217, or visiting the office of the Clerk of the Court for the Superior Court for the State of California, County of San Bernardino, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays, or by contacting Class Counsel at the information listed in paragraph 9 above..

**Please do not telephone the Court or the Court Clerk's Office to inquire about this Settlement or the Claims Process.**