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

STACY DORCAS, *et al.*
Plaintiffs,
v.
ATERIAN, INC.
Defendant.

Civil Action No. 8:20-CV-01325

**DECLARATION ON BEHALF OF
AMAZON.COM, INC. REGARDING
EMAIL NOTICE**

I, Luciano McCollam, hereby declare as follows:

1. I am over the age of 18 years. I am a Litigation Paralegal at Amazon.com., Inc. (“Amazon”). My responsibilities include investigating, responding to, and managing lawsuits and other legal matters involving Amazon. I make this declaration based on my personal knowledge of the facts contained herein gained through my employment, and, if called as a witness, I could and would competently testify to those facts.
2. Amazon received a subpoena from Plaintiffs in the above-captioned matter seeking, among other things, the production of customer name and contact information for purchasers of certain Mueller-branded products¹ (the “Products”) for the purpose of providing notice of the preliminary class action settlement.

¹ The Products at issue are associated with the Amazon Standard Identification Numbers identified

1 3. To protect its customers' privacy and information, Plaintiffs' counsel and Amazon
2 agreed that Amazon would provide notice of the preliminary class action settlement to its customers.

3 4. I am well versed and experienced at searching Amazon's databases and using
4 Amazon's tools to collect sales and customer data.

5 5. I collected the sales and customer data associated with customers that Amazon's
6 records indicated purchased the Products from Amazon's website, in the U.S. marketplace, between
7 December 9, 2018 and May 31, 2023 (the "Purchasers").

8 6. As reflected in Amazon's records, beginning August 22, 2023 and continuing in
9 consecutive batches thereafter, emails were sent out on behalf of, and in the name of, Amazon to
10 those Purchasers (the "Email Message").

11 7. The subject of the Email Message was "Notice of Class Action and Proposed
12 Settlement." The body of the Email Message was in the following form:

13 Amazon is emailing you because our records indicate that you may
14 have purchased certain Mueller-branded products through the
15 Amazon.com store. YOU MAY BE ENTITLED TO A PAYMENT
16 FROM A CLASS ACTION SETTLEMENT. Amazon is not a party
 to or otherwise involved in the class action lawsuit and is providing
 this notice only as a courtesy.

17 THIS NOTICE IS ONLY A SUMMARY. Details of the settlement are
18 available at www.MuellerSettlement.com or by writing to or calling the
19 Class Action Settlement Administrator at the address or toll-free
 number below.

20 WHAT IS THIS CASE ABOUT? In the lawsuit entitled *Stacy*
21 *Dorcas v. Aterian, Inc.*, Case No. CIVSB2222117, Superior Court for
22 the State of California, County of San Bernardino, plaintiff Stacy
23 Dorcas ("Plaintiff" or "Class Representative"), on behalf of herself
24 and a proposed class, alleges that Defendant falsely and deceptively
25 labeled and advertised the Covered Products with an image of the
26 Austrian flag and the name "Austria" (together, the "Austrian
27 Representations"), which led reasonable consumers into believing
 that the Covered Products were made in Austria and paying more for
 the Covered Products as a result of those alleged statements, when the
 Covered Products were not made in Austria. A list of the Covered
 Products is available on the settlement website

28 _____
in the subpoena dated January 17, 2023, Attachment A.

1 www.MuellerSettlement.com. The Court has not ruled on the merits
2 of the claims or Aterian's defenses.

3 WHO IS A CLASS MEMBER? All Persons who purchased any of
4 the Covered Products in the United States, its territories, or at any
5 United States military facility or exchange during the Class Period are
6 Class Members. ("Settlement Class Members").

7 WHAT ARE THE TERMS OF THE SETTLEMENT? Aterian has
8 agreed to pay \$800,000 (\$500,000 in cash ("Cash Fund"), and
9 \$300,000 in the form of Vouchers ("Voucher Fund")) into a non-
10 reversionary Settlement Fund, as described in the Settlement. The
11 Settlement Fund will be used to pay Settlement Class Members who
12 send in a valid Claim Form, after attorneys' fees and costs, notice and
13 settlement administration costs, and an incentive award to the Class
14 Representative have been deducted.

15 Settlement Class Members can elect to receive a \$7.50 cash payment
16 per Covered Product purchased during the Class Period for up to two
17 (2) Covered Products or, in lieu of a cash payment, Settlement Class
18 Members can elect to receive a \$15.00 Voucher per Covered Product
19 purchased during the Class Period for up to two (2) Covered Products
20 (subject to a *pro rata* increase or decrease as discussed). Class
21 Counsel will ask the Court to approve payment of up to \$200,000 in
22 attorneys' fees, to be paid from the Settlement Fund. Class Counsel
23 also will ask the Court to approve reasonable costs and expenses spent
24 prosecuting the case and a payment of \$1,500 to Stacy Dorcas for her
25 services as Class Representative, to be paid from the Settlement Fund.

26 HOW DO I MAKE A CLAIM? To receive a Settlement Award, you
27 must submit a signed and completed Claim Form online to the Class
28 Action Settlement Administrator by NO LATER THAN JANUARY
30, 2024. or by mail to the Class Action Settlement Administrator
postmarked NO LATER THAN JANUARY 30, 2024. The Claim
Form is available for online submission and download at
www.MuellerSettlement.com.

WHAT ARE MY OTHER OPTIONS? If you do not want to be
legally bound by the Settlement, you may opt out of the Settlement
by sending a request for exclusion to the Class Action Settlement
Administrator by NO LATER THAN JANUARY 30, 2024. If you
opt out, you will not receive any money from the Settlement. If you
stay in the Settlement, you may object to the Settlement by writing to
the Court explaining why you do not like the Settlement by NO
LATER THAN JANUARY 30, 2024. You will be bound by the
Settlement if your objection is rejected. If you do nothing (*i.e.*, submit
no Claim Form or opt out), you will not receive any benefits from the
Settlement, but will nevertheless be bound by any judgment

1 approving the Settlement and will give up any right to sue Defendant
2 or related parties as described in the Settlement.

3 FINAL APPROVAL HEARING. The Court will hold a hearing in
4 this case to consider whether to approve the Settlement on
5 FEBRUARY 29, 2024, at 9:00 a.m., at the Superior Court for the
6 State of California, County of San Bernardino, San Bernardino Justice
7 Center; 247 West Third Street; San Bernardino, CA 92415,
8 Department S26. The date of the Final Approval Hearing may change
9 without further notice to the Settlement Class. Settlement Class
10 Members should be advised to check the settlement website to
11 confirm that the date has not been changed and whether the hearing
12 may be held virtually due to COVID-19.

13 THIS NOTICE IS ONLY A SUMMARY. MORE INFORMATION
14 IS AVAILABLE AT WWW.MUELLERSETTLEMENT.COM, OR
15 FROM THE CLASS ACTION SETTLEMENT ADMINISTRATOR
16 AT MUELLER SETTLEMENT ADMINISTRATOR, P.O. BOX
17 173096, MILWAUKEE, WI 53217 OR 877-933-2881 (TOLL-
18 FREE), OR BY VISITING THE COURT IN-PERSON.

19 PLEASE DO NOT RESPOND TO THIS EMAIL DIRECTLY OR
20 TELEPHONE THE COURT.

21 8. As reported by Amazon's database, the Email Message was sent to 5,841,484 unique
22 email addresses.

23 9. As reported by Amazon's database, the Email Message was successfully delivered
24 5,841,484 times -- equating to a 100% successful delivery rate.

25 I declare under penalty of perjury under the laws of the United States of America that the
26 foregoing is true and correct, and this declaration was executed this 28 day of December 2023, in
27 Seattle, Washington.
28

By:

DocuSigned by:

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Luciano McCollam
Litigation Paralegal