

# ATTACHMENT B

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO

*Kenneth Chapman, et. al. v Tristar Products, Inc.*, Case No. 1:16CV01114

**NOTICE OF CLASS ACTION SETTLEMENT**

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**If You Purchased a Power Pressure Cooker between  
March 1, 2013 and Month XX, 201X, You Could Get  
Benefits from a Proposed Class Action Settlement**

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*This notice may affect your rights. Please read it carefully.*

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

- This notice concerns a case called *Chapman et al. v. Tristar Products, Inc.*, (hereinafter, the “Litigation”). Defined terms (with initial capitals) used herein have the same meaning as set forth in a Settlement Agreement available at [www.powerpressurecookersettlement.com](http://www.powerpressurecookersettlement.com) (the “Settlement”).
- The Settlement will resolve the Litigation against Tristar Products, Inc. (“Tristar” or “Defendant” and, together with Plaintiffs, the “Parties”). It affects all natural Persons who, between March 1, 2013 and the date of the entry of the Preliminary Approval Order, purchased for personal use and not for resale, the following models of pressure cookers manufactured, supplied, marketed, sold and/or distributed by Defendant (hereinafter individually and collectively referred to as the “Product(s)” or “Pressure Cooker(s)”):

<b>MODEL NUMBER ON BACK OF UNIT</b>	<b>NAME ON FACE PLATE</b>
<b>PPC770</b>	Power Pressure Cooker XL
<b>PPC770-1</b>	Power Pressure Cooker XL
<b>PPC780</b>	Power Pressure Cooker XL
<b>PPC780P</b>	Power Pressure Cooker XL
<b>PPC790</b>	Power Pressure Cooker XL
<b>PCXL/PRO8</b>	Power Pressure Cooker XL Pro
<b>PC-PRO8</b>	Power Pressure Cooker XL Pro
<b>YBD60-100</b>	Power Cooker Express
<b>PC-WAL1</b>	Power Cooker
<b>PC-TRI6</b>	Power Cooker
<b>PCXL/PRO6</b>	Power Pressure Cooker XL Pro
<b>PCXL/PRO6 (Date Code 1442)</b>	Power Pressure Cooker XL
<b>PPC771</b>	Power Pressure Cooker XL
<b>PPC772</b>	Power Pressure Cooker XL
<b>PPC772P</b>	Power Cooker Plus
<b>PPC773</b>	Power Pressure Cooker XL

<b>PC-WAL2</b>	Power Cooker
<b>PC-WAL3</b>	Power Cooker
<b>PC-WAL4</b>	Power Cooker

- The Plaintiffs in the Litigation contend that the Pressure Cookers may have a lower value than the amount that Class Members paid because they are allegedly defective.
- The Plaintiffs describe the defects to include, but not be limited to, the following:
  - a) The Pressure Cooker may suddenly release steam while being opened.
  - b) The Pressure Cooker lid may be able to be removed while under pressure, contrary to the representation in the Owner’s Manual that the lid ‘should only come off if there [is] no pressure inside’, or phrased another way, the Owner’s Manual inaccurately states that the cover (lid) cannot be removed when the unit contains any amount of pressure.
  - c) The pressure relief valve may inaccurately indicate that built-up pressure has escaped the Pressure Cooker.
  - d) There is a faulty gasket that may allow the lid to open despite the presence of significant built-up pressure.
  - e) The Pressure Cooker does not properly seal.
  - f) The Pressure Cooker can develop pressure when the lid is only partially, or is improperly, closed, contrary to the representation in the Owner’s Manual that the lid safety device prevents pressure buildup if the lid is not closed properly.
- The Plaintiffs sought economic damages for Class Members consisting of the difference between the price each Class Member paid for their Pressure Cooker and the value that they would have paid had they known of the alleged defects.
- The Defendant strongly disagrees with Plaintiffs’ position and contends that there are no defects with respect to any of the Pressure Cooker models and that the price paid is consistent with the value of the Pressure Cookers.
- A trial in this matter commenced on July 10, 2017. The parties reached the Settlement during the first day of trial, to avoid the expense and the uncertainty associated with further pursuit and defense of the Litigation.
- The Settlement is subject to Court approval.
- If the Settlement is approved by the Court, Settlement Class Members are eligible for the following Benefits: extension of the original warranty, free of charge, through the date ending one year after the Effective Date and, in addition, a \$72.50 Credit redeemable towards one of the following products, subject to availability and possible substitution with an improved or equivalent product:

1.	Power Cooker, a 10 qt. pressure cooker - Model No. PC-WAL4
2.	Power Air Fryer XL, a 5.3 qt. air fryer - Model No. AF-530
3.	Copper Chef XL Precision Induction Cooktop Set, consisting of induction cooktop, 11” deep dish casserole pan with glass lid, fry basket, steam rack, 10” round pan with glass lid, and recipe book

- To receive the Benefits, you must verify that you watched, or have read the transcript for, a Safety Video and timely submit a completed Claim Form along with evidence of purchase.
- The lawyers who brought the Litigation will ask the Court for attorneys’ fees. Class Counsel for the Ohio Action may apply to the Court for an award of reasonable attorneys’ fees and expenses which shall be comprised of Class Counsel’s lodestar and expenses in the Ohio Action, in an amount within a range agreed to by the Parties to be paid by Defendant as attorneys’ fees and expenses for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel for the California Action may apply to the Court for an award of reasonable attorneys’ fees and expenses in an amount not to exceed \$225,000.00 to be paid by Defendant as attorneys’ fees and expenses for investigating the facts, litigating the case, and negotiating the Settlement. The lawyers who brought the Litigation will additionally ask for \$10,000 for each of the Plaintiffs who brought the Litigation, as an Incentive Award.
- Your legal rights are affected whether you act, or don’t act. Read this notice carefully.
- If you or anyone you know has suffered personal injuries or property damage as a result of a Pressure Cooker and wish to pursue an individual claim for those personal injuries and/or for a property damage claim, then that Person(s) should Opt-Out of this Settlement.
- This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement Agreement, please see the Settlement Agreement available at [www.powerpressurecookersettlement.com](http://www.powerpressurecookersettlement.com), and/or contact the Settlement Administrator at:

Power Pressure Cooker Settlement  
 c/o Heffler Claims Group  
 PO Box 58580  
 Philadelphia, PA 19102-8580

Toll free telephone number: (844) 271-4784

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

<b>YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		<b>DEADLINE</b>
<b>Submit a Claim Form</b>	The only way to receive the Benefits.	Month XX, 201X

<b>Opt-Out</b>	Get out of the Litigation and the Settlement. This is the only option that allows you to ever bring or join another lawsuit against Defendant that raises the same legal Claims released by this Settlement. You will receive no Benefits from this Settlement.	Month XX, 201X
<b>File Objection</b>	Write to the Court about why you don't like the Settlement, the amount of attorneys' fees, or the payments to the Plaintiffs.	Month XX, 201X
<b>Go to a Hearing</b>	Speak in Court about the Settlement. (If you object to any aspect of the Settlement, you <b>must</b> submit a written Objection by the Objection Deadline noted above.)	Month XX, 201X
<b>Do Nothing</b>	You will not receive the Benefits and have no right to sue later for any of the Released Claims.	

- 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. You will receive the Benefits if the Court approves the Settlement and you are eligible. If there are appeals, Benefits will not be received until the appeals are resolved and the Settlement becomes effective. Please be patient.

### Fairness Hearing

- On \_\_\_\_\_, at \_\_\_\_\_ p.m., the Court will hold a hearing to determine: (1) whether the proposed Settlement is fair, reasonable, and adequate and should receive final approval; (2) whether the applications for Attorneys' Fees brought by the Class Counsel should be granted; and (3) whether the application for an Incentive Award payment to the Plaintiffs who brought the Litigation should be granted. The hearing will be held in the courtroom of the Honorable James S. Gwin, which is located in the Carl B. Stokes United States Court House, 801 West Superior Avenue, Cleveland, Ohio 441143. This hearing date and time may change without further notice to you. Consult the Settlement Website at [www.powerpressurecookersettlement.com](http://www.powerpressurecookersettlement.com), or the Court docket in this case available through the Court's website (<http://www.ohnd.uscourts.gov/>), for updated information on the hearing date and time.

### Important Dates

Month XX, 201X	Submission of Claim Form
Month XX, 201X	Deadline
Month XX, 201X	Objection Deadline
Month XX, 201X	Exclusion (Opt-Out) Deadline
Month XX, 201X	Fairness Hearing

## **1. How Do I Know If I Am Affected By The Settlement?**

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The Litigation involves the Pressure Cookers purchased between March 1, 2013 and Month XX, 201X

For purposes of Settlement only, the Court has conditionally certified a Settlement Class. The Settlement encompasses Pressure Cookers manufactured, supplied, marketed, sold and/or distributed by Defendant. The Settlement Class is defined as all purchasers in the United States who bought Pressure Cookers manufactured, supplied, marketed, sold and/or distributed by the Defendant between March 1, 2013 and the date the Preliminary Approval Order is entered.

If the Settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then the Litigation will continue.

## **2. What Is The Litigation About?**

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Plaintiffs brought various claims on behalf of themselves and other consumers who bought the Pressure Cookers. Plaintiffs' claims arise out of the allegations: (a) the Pressure Cookers are allegedly defective, and (b) Defendant did not disclose the alleged defects.

Defendant denies that there is any factual or legal basis for Plaintiffs' allegations. Defendant denies wrongdoing of any kind whatsoever and does not admit liability. Defendant also denies that this case should be certified as a class action, except for purposes of Settlement.

The Court has not determined whether Plaintiffs or Defendant is correct.

## **3. What Do Plaintiffs Seek To Recover In The Litigation?**

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Plaintiffs' complaints contend that by failing to disclose defects in the Pressure Cookers, Defendant caused people to purchase the Pressure Cookers who would not otherwise have done so or to have paid a purchase price higher than what they would have paid had the alleged defects been disclosed. The Litigation seeks to recover damages on behalf of a class of all purchasers, other than re-sellers, retailers or distributors, in an amount representing the difference between the purchase price actually paid and a lower value that Class Members may have paid had they been made aware of the alleged defects. In addition, the Plaintiffs sought injunctive relief to require a recall of the Pressure Cookers and certain disclosures.

## **4. Why Is This Case Being Settled?**

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The Litigation was filed in 2016. Since the filing of the Litigation, the Plaintiffs have determined that there are significant risks of continuing the Litigation. In particular, Plaintiffs recognize that there may be substantial difficulties establishing: (1) that the Pressure Cookers are defective; (2) that Defendant knew or should have known about any such defects; and/or (3) that a warning was required.

The Parties have engaged in settlement discussions and, after taking into account the risks and costs of further litigation, Plaintiffs and their counsel believe that the terms and conditions of the Settlement are fair, reasonable, adequate, and equitable, and that the Settlement is in the best interest of the Settlement Class Members.

## **5. What Can I Get In The Settlement?**

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Settlement Class Members are eligible for the following Benefits: extension of the original warranty, free of charge, through the date ending one year after the Effective Date, pertaining to the Product you own, and in addition, a \$72.50 Credit redeemable towards one of the following products, subject to availability and possible substitution with an improved or equivalent product:

1.	Power Cooker, a 10 qt. pressure cooker - Model No. PC-WAL4
2.	Power Air Fryer XL, a 5.3 qt. air fryer - Model No. AF-530
3.	Copper Chef XL Precision Induction Cooktop Set, consisting of induction cooktop, 11" deep dish casserole pan with glass lid, fry basket, steam rack, 10" round pan with glass lid, and recipe book

To be eligible for the Benefits, you must verify that you watched, or have read the transcript for, a Safety Video and timely submit a completed Claim Form along with evidence of purchase.

The Credit will be issued by Tristar, is non-transferable, and can only be utilized for purchases directly from Tristar by internet at a URL to be determined by Tristar or by telephone through a number to be determined by Tristar, and must be exercised within ninety days following the Claimant's receipt of the Benefits from the Settlement Administrator. The price will be the then existing retail price offered by Tristar to other consumers purchasing through a Tristar website or telephone sales representative, with any applicable shipping, processing and handling charges, but will not include installment financing, bonuses, or incentives such as buy one get one free or get one or more at a reduced price. Any return under warranty of a product purchased with the Credit will be limited to repair, replacement, or at the option of Tristar a refund of the purchase price less the Credit (i.e., the out-of-pocket payment) and the Credit will not be reusable.

## **6. How Do I Make A Claim?**

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To make a Claim, you must fill out the Claim Form available on the Settlement Website, [www.powerpressurecookersettlement.com](http://www.powerpressurecookersettlement.com). If you do not have access to the internet, you may obtain a Claim Form by calling or writing to the Claims Administrator. Also, accommodation will be made for those that do not have internet access to allow the Settlement Class Member to read the transcript of the Safety Video and verify thereto. To be timely, Claim Forms must be submitted during the Claim Period and must be received by the Claim Deadline. You can submit the Claim Form online, or you can print it and mail it to the Settlement Administrator at:

Power Pressure Cooker Settlement  
c/o Heffler Claims Group  
PO Box 58580  
Philadelphia, PA 19102-8580

Toll free telephone number: (844) 271-4784

Claim Forms must be submitted to be received by [Insert Date: to be no later than 90 days from the date of Issuance of this Notice] before 11:59 p.m. Eastern Time. Benefits will be issued if the Court grants final approval to the proposed Settlement and after the final approval is no longer subject to appeal. Please be patient as this may take months or even years in the event that there is an appeal.

## **7. What Do Plaintiffs And Their Lawyers Get?**

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To date, Class Counsel has not been compensated for any of their work on this case. Class Counsel for the Ohio Action may apply to the Court for an award of reasonable attorneys' fees and expenses which shall be comprised of Class Counsel's lodestar and expenses in the Ohio Action, in an amount within a range agreed to by the Parties. Class Counsel for the California Action may apply to the Court for an award of reasonable attorneys' fees and expenses in an amount not to exceed \$225,000.00 to which Tristar agrees not to object. The Court will determine the appropriate fee of Class Counsel.

In addition, the Plaintiffs, who are the named Class Representatives in this case, may apply to the Court for a payment up to \$10,000 each. This payment is designed to compensate the named Class Representatives for the time, effort, and risks they undertook in pursuing the Litigation and for any personal or property injuries they may have sustained.

Class Representatives and their lawyers will file a motion with the Court in support of their applications for attorneys' fees, costs, and expenses and a payment to the Class Representatives. A copy of that motion will be available on the Settlement Website. The Court will determine the amount of fees, costs, expenses, and payments to the Class Representatives.

## **8. What Claims Are Released By The Settlement?**

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If you are a Settlement Class Member and you do not Opt-Out from the Settlement, you will be legally bound by all orders and judgment of the Court and to the Released Claims in the Settlement. This means that in exchange for being a Settlement Class Member and being eligible for the Benefits of the Settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against Defendant and/or any of the Released Parties that involves the same legal claims as those resolved through this Settlement.

You will not be responsible for any out-of-pocket costs or attorneys' fees concerning the Litigation if you stay in the class.



Staying in the class also means that you agree to release the following Released Claims, which describe exactly the legal Claims that you give up:

1. As of the Effective Date, and except as to such rights or claims created by the Settlement, Plaintiffs and each Settlement Class Member, and each of their heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns, shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties.
2. In connection with the Released Claims, each Settlement Class Member shall be deemed to have forever waived any and all provisions, rights, and benefits conferred by §1542 of the California Civil Code and any statute, rule, and legal doctrine similar, comparable, or equivalent to California Civil Code §1542, which provides 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.**

3. The Final Approval Order shall further provide for and effect the release of all actions, causes of action, claims, administrative claims, demands, debts, damages, costs, attorney’s fees, obligations, judgments, expenses, compensation, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, that Tristar now has against Plaintiffs by reason of any act, omission, harm, matter, cause or event whatsoever arising out of the initiation, prosecution, or settlement of the Litigation or the claims and defenses asserted in the Litigation.
4. “Released Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and or obligations (including “Unknown Claims”), whether in law or in equity, direct or indirect, whether individual or representative, of every nature and description whatsoever, including but not limited to any based on any federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States, against the Released Parties, or any of them, that arose during the Class Period, and which arise or are based in any manner whatsoever on the same facts, claims, theories and allegations as asserted or could have been asserted in the Litigation, or based on any contention that:

1.	Tristar breached any expressed or implied warranties with respect to the Products.
2.	The Products are not properly designed or manufactured.
3.	The Products are defective, are not safe for their intended use, or pose an unreasonable risk of injury during normal use.
4.	The advertising, warnings, and instructions with respect to the Products are in any way inaccurate, misleading, inadequate, or insufficient.

Nothing herein is intended to release any claims that any governmental agency or governmental actor has against Tristar, any claims asserted for acts or omissions outside of the Class Period, or any claims on behalf of any Person other than the Releasing Parties.

5. “Released Parties” means (1) Tristar, its owners, parents, subsidiaries, affiliates, joint-ventures, partners, members, officers, directors, employees, shareholders, agents, attorneys, administrators, successors, predecessors, and (2) all entities in the supply and distribution chain and/or stream of commerce of the Products at issue and includes without limitation Tristar’s manufacturers, sourcing agents, retailers, customers, clients, marketers, advertisers, and persons, or entities in privity with them.

## **9. How Do I Opt-Out From The Settlement?**

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You can Opt-Out from the Settlement Class and Litigation if you wish to retain the right to sue Defendant separately for the Released Claims by the Settlement. If you Opt-Out, you cannot file a Claim or Objection to the Settlement.

Class Members may Opt-Out by timely sending a written request to the Settlement Administrator at the address indicated further below. The written Opt-Out request must: (1) state the title and case number of the Ohio Action, which is *Kenneth Chapman, et al v. Tristar Products, Inc.*, Case No. 1:16CV01114, (2) request exclusion from the Settlement Class, (3) be signed by the requestor, and (4) include a statement indicating that the requestor is a Member of the Settlement Class.

Opt-Out requests must be received by the Settlement Administrator by [Insert Date: to be no later than 60 days from the date of Issuance of this Notice].

## **10. How Do I Object To The Settlement?**

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You can ask the Court to deny approval of the Settlement by timely submitting an Objection to the Settlement Administrator. The Objection must be submitted in writing so that it is received by the Settlement Administrator by [Insert Date: to be no later than 60 days from the date of Issuance of this Notice].

You cannot ask the Court to order a larger Settlement; the Court can only approve or deny the Settlement. If the Court denies approval to the entire Settlement, no Settlement Benefits will be distributed, and the Litigation will continue.

You can also ask the Court to disapprove or reduce the requested payments to Plaintiffs and to Class Counsel. If those payments are disapproved or reduced, no additional Benefits or money will be paid to the Settlement Class Members. Instead, the funds earmarked for Plaintiffs and their attorneys will be retained by Defendant.

You may also 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 paying that attorney. If you want to raise an Objection to the Settlement at the Final Approval Hearing, you must first timely submit that Objection to the Settlement Administrator.

Any Objection must include: (i) a reference to this case *Kenneth Chapman, et al v. Tristar Products, Inc.*, Case No. 1:16CV01114, in the United States District Court for the Northern District of Ohio; (ii) the objector’s full name, address, and telephone number; (iii) a written statement of all grounds for the Objection, accompanied by any legal support for such objection; (iv) copies of any papers, briefs, or other documents upon which the Objection is based; (v) a statement of whether the objector intends to appear at the Final Approval Hearing, and if the objector intends to appear at the Final Approval Hearing through counsel, the Objection must also state the identity of all attorneys representing the objector who will appear at the Final Approval Hearing; and (vi) a statement of his/her membership in the Settlement Class, including all information required by the Claim Form.

All the information listed above must be filed and delivered to the Clerk of the Court by mail, express mail, or personal delivery such that the objection is *received* on or before [Insert Date: to be no later than 60 days from the date of Issuance of this Notice].

If you file an Objection to the Settlement but still want to submit a Claim in the event the Court approves the Settlement, you must still submit a timely Claim according to the instructions described above.

By filing an Objection, you are consenting to the jurisdiction of the Court, and to produce documents and provide testimony prior to the Final Approval Hearing. You **must** also serve a copy of your Objection on the Settlement Administrator, Class Counsel, and Defendant’s counsel such that it is received by each of them on or before [Insert Date: to be no later than 60 days from the date of Issuance of this Notice]. Their addresses are as follows:

<p>Class Counsel:</p> <p>Gregory F. Coleman  Greg Coleman Law, P.C.  800 South Gay Street  Suite 1100  Knoxville T. 37929  Tel: (865) 247-0080</p> <p>and</p> <p>Todd M. Friedman  Law Offices of Todd M. Friedman, P.C.  324 Beverly Blvd, Suite 725  Beverly Hills, CA 90211  Tel: (424) 285-6006</p>	<p>Defendant’s Counsel:</p> <p>Jonathan F. Feckzo  Tucker Ellis LLP  950 Main Avenue  Suite 1100  Cleveland, OH 44113-7213  Tel: (216) 592-5000</p>	<p>Settlement Administrator:</p> <p>Power Pressure Cooker  Settlement  c/o Heffler Claims Group  PO Box 58580  Philadelphia, PA 19102-8580</p> <p>Toll free telephone number:  (844) 271-4784</p>
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## **11. When Will The Court Decided If The Settlement Is Approved?**

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On \_\_\_\_\_, at \_\_\_\_\_ p.m., the Court will hold a hearing to determine: (1) whether the proposed Settlement is fair, reasonable, and adequate and should receive final approval; (2) whether the applications for Attorneys' Fees brought by Class Counsel should be granted; and (3) whether the application for payment to the Class Representatives who brought the Litigation should be granted. The hearing will be held in the courtroom of the Honorable James S. Gwin, which is located in the Carl B. Stokes United States Court House, 801 West Superior Avenue, Cleveland, Ohio 44113. This hearing date and time may change without further notice to you. Consult the Settlement Website at [www.powerpressurecookersettlement.com](http://www.powerpressurecookersettlement.com), or the Court docket in this case available through the Court's website (<http://www.ohnd.uscourts.gov/>), for updated information on the hearing date and time.

## **12. How Do I Get More Information?**

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You can inspect many of the Court documents connected with this case on the Settlement Website. Other papers filed in the Litigation are available by accessing the Court docket in this case available through the Court's website (<http://www.ohnd.uscourts.gov/>). You can also obtain additional information by contacting Class Counsel or the Settlement Administrator at the addresses indicated above.