

If you purchased a package of Duracell-branded Durabeam Ultra LED flashlights model 350L bearing the date codes 1533, 1534 or 1535 manufactured by Technomate and sold by Costco, you may be entitled to benefits under a class action settlement.

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

- A Settlement has been reached in a class action lawsuit about whether certain Duracell-branded Durabeam Ultra LED flashlights model 350L (the “Flashlights”) drain batteries prematurely even when switched to the “off” position.
- A proposed settlement will provide a total of \$2,200,000 (the “Settlement Fund”) to fully settle and release claims of members of the Settlement Class defined below who do not opt out:

All persons in the United States who, on or before October 23, 2015, purchased from Costco a three-pack of Duracell 350L flashlights bearing the date code 1533, 1534, or 1535 on the flashlight end cap.

- The “Defendants,” Technomate Manufactory, LTD. (“Technomate”), The Duracell Company (“Duracell”), Costco Wholesale Corporation (“Costco”) and Pro-Tek Industries, LLC (“Pro-Tek), deny Plaintiffs’ allegations and deny any wrongdoing. The Court has not ruled on the merits of Plaintiffs’ claims or Defendants’ defenses. By entering into the Settlement, Defendants have not conceded the truth or validity of any of the claims against them.
- Those included in the Settlement (and who do not otherwise opt out) are known as “Class Members” and will be eligible to receive a *pro rata* cash payment (“Settlement Payment”) for each package of Flashlights purchased.
- **Your rights and options, and the deadlines to exercise them, are explained in this Notice. Your legal rights are affected whether you act or do not act. Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

<p>AUTOMATIC PAYMENT RECIPIENTS</p> <p><i>No Deadline</i></p>	<p>Automatic Payment Recipients are identified from Costco’s records as having purchased Flashlights on or before October 23, 2015. If you receive notice in which you are referred to as an Automatic Payment Recipient, you will receive a <i>pro rata</i> Settlement Payment without having to submit a Claim Form. You will give up any right to sue Defendants and any other Released Parties related to a Released Claim.</p>
<p>SUBMIT A SETTLEMENT CLAIM FORM</p> <p><i>By January 27, 2021</i></p>	<p>If you are a Class Member and have not been identified as an Automatic Payment Recipient, you can submit a valid Claim Form online or postmarked by January 27, 2021. If your Claim Form is valid and timely, you will receive a <i>pro rata</i> Settlement Payment and will give up your rights to sue Defendants and any other Released Parties related to a Released Claim.</p>
<p>EXCLUDE YOURSELF OR “OPT-OUT” OF THE SETTLEMENT</p> <p><i>By January 27, 2021</i></p>	<p>If you ask to be excluded, you will not receive a Settlement Payment. This is the only option that allows you to pursue your own claims against Defendants or other Released Parties related to a Released Claim. The deadline for excluding yourself is January 27, 2021.</p>
<p>OBJECT TO THE SETTLEMENT</p> <p><i>By January 27, 2021</i></p>	<p>If you wish to object to the Settlement, you must write to the Court about why you believe the Settlement is unfair. The deadline for objecting is January 27, 2021. To obtain a benefit from this Settlement, you must still submit a Claim Form. If you submit only an objection without a Claim Form, you will not receive any benefit from the Settlement and you will give up your rights to sue Defendants or any other Released Parties related to a Released Claim.</p>
<p>DO NOTHING</p> <p><i>No Deadline</i></p>	<p>If you do nothing, and you are not an Automatic Payment Recipient, you will not receive any monetary award and you will give up your rights to sue Defendants or any other Released Parties related to a Released Claim.</p>
<p>GO TO THE FINAL APPROVAL HEARING</p> <p><i>On April 1, 2021</i></p>	<p>You may attend the Final Approval Hearing scheduled for April 1, 2021 at 10:00 a.m. You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court.</p>

- 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. Settlement Payments will be disbursed to Settlement Class Members if the Court approves the settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. What is the purpose of this Notice?

The purpose of this Notice is to inform you that a proposed Settlement has been reached in the class action lawsuit entitled *Siddle, et al. v. The Duracell Company, et al.*, filed in the USDC, Northern District of California, Case No. Case No. 4:19-cv-00568. Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the Settlement and your rights under it.

2. What does it mean if I received a postcard or email about this settlement?

If you received a postcard or email notice describing this Settlement, it is because Costco's records indicate that you may be a member of the Settlement Class. You are a Settlement Class Member if meet the following definition:

All persons in the United States who, on or before October 23, 2015, purchased from Costco a three-pack of Duracell 350L flashlights bearing the date code 1533, 1534, or 1535 on the flashlight end cap.

The Settlement Class specifically excludes all person in the United States who have previously received three Replacement Flashlights from Pro-Tek. Also excluded from the Settlement Class is any individual who timely and validly opts out of the Settlement Class, as well as any Released Parties (retailers, wholesalers, and other individuals or entities that purchased the Product for resale, as well as Defendants' current and former officers and directors, members of the immediate families of Defendants' officers and directors, Defendants' legal representatives, heirs, successors, and assigns, any entity in which any Defendant has a controlling interest, and the judicial officers to whom this Action is assigned). Also excluded from the Settlement Class are any individuals to whom the Notice disseminated was returned undeliverable (RUM) by mail to the Settlement Administrator and for whom there is no valid email address, after reasonable efforts including skip tracing have been employed to acquire a valid current physical and/or email address, and in the absence of a Claim being otherwise received from such individuals by the Settlement Administrator.

The postcard or email notice will inform you if you are an Automatic Payment Recipient. This means that Costco was able to identify you from its records as a Settlement Class Member and you will be automatically entitled to a Settlement Payment without the need to submit a Claim Form, unless you submit a Request for Exclusion.

The postcard or email notice will also inform you if you are a Claiming Recipient. This means that Costco was unable to identify you from its records as a Settlement Class Member and you will need to submit a valid and timely Claim Form to receive a Settlement Payment.

3. What is this class action lawsuit about?

In a class action, a person who is referred to as the Named Plaintiff or Class Representative files a lawsuit on behalf of people who allegedly have similar claims. This group is called a class and

the persons included are called class members. One court resolves the issues for all of the class members, except for those who exclude themselves from the class.

Here, Named Plaintiffs Stanley F. Siddle and Michael E. Lipson bring claims against Defendants for fraud, violation of the California Consumer Legal Remedies Act, breach of express warranty and violation of California's Unfair Competition Law stemming from alleged premature battery drainage, in the "off" position of Duracell-branded 350L Durabeam Ultra LED flashlights. Defendants deny these allegations and deny any claim of wrongdoing. The Court has certified this case as a class action, and preliminarily approved the Settlement. The Honorable James Donato is the federal district court judge that is in charge of this case.

4. Why is there a settlement?

While the Court did certify the class, the Court has not decided liability in favor of Plaintiffs or Defendants. Instead, the parties agreed to this Settlement. This way, the parties avoid the risk and cost of a trial, and the Settlement Class Members will receive compensation. Plaintiffs and Class Counsel think the settlement is best for all persons in the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

5. How do I know if I am a part of the settlement class?

The Court has certified the following class defined as:

All persons in the United States who, on or before October 23, 2015, purchased from Costco a three-pack of Duracell 350L flashlights bearing the date code 1533, 1534, or 1535 on the flashlight end cap.

Certain persons have been determined to be Settlement Class Members through Costco's records. These persons have been informed that they are Automatic Payment Recipients through the postcard and/or email notice they received, and do not need to submit a Claim Form to receive a Settlement Payment (unless a Request for Exclusion is submitted). All other Settlement Class Members are Claiming Recipients and must submit a valid and timely Claim Form to receive a Settlement Payment.

If you are still not sure whether you are included, or are not sure if you qualify as an Automatic Payment Recipient or Claiming Recipient, you can get more information by visiting the Settlement Website, www.flashlightsettlement.com. You may also write to the Settlement Administrator at the address below or you may call the Toll-Free Settlement phone number 1-844-475-0393.

Flashlight Settlement
c/o Postlethwaite & Netterville
P.O. Box 2790
Baton Rouge, LA 70821-2790

THE LAWYERS REPRESENTING YOU

6. Do I have lawyers in this case?

The Court has appointed the Law Offices of Timothy Rumberger and the attorneys at that law firm as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by these lawyers.

7. How will Class Counsel be paid?

Class Counsel will ask the Court to approve payment of up to 25% of the Settlement Fund, which equals \$550,000, for attorneys' fees as well as costs. Class Counsel also will ask the Court to approve payment of \$2,200 to the Plaintiffs for their services as class representatives. The Court may award less than these amounts.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the settlement provide?

Defendants, through Technomate, will pay up to \$2,200,000 (the "Settlement Fund"), which will cover: (1) Settlement Payments to Automatic Payment Recipients and Settlement Class Members who submit Authorized Claims; (2) an award of Class Counsel's Fees and Expenses, in an amount approved by the Court; (3) Incentive Payments to the Plaintiffs, in an amount approved by the Court; (4) the costs of notice and administration of the Settlement; and (5) under certain circumstances, a charitable contribution.

9. How much will my payment be?

Your share of the Settlement Fund will depend on the number of Authorized Claims. The payment will be approximately \$6 to \$8 per three-pack of Flashlights purchased.

10. 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 will be bound by the Release of all claims set forth in the Settlement. This means that if the Settlement is approved, you cannot rely on any Released Claim to sue, or continue to sue, Defendants or any other Released Parties, on your own or as part of any other lawsuit, as explained in the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you. Unless you exclude yourself from the Settlement, you will agree to release Defendants and any other Released Parties, as defined in the Agreement, from any and all Released Claims.

In summary, "Released Claims" means any and all claims asserted or which could have been asserted in the Litigation involving any allegations of misrepresentation, omission, fraud or

breach of warranty or any other theory concerning the Flashlight, including, without limitation, arising from, under or relating to any law or jurisdiction, including state, federal, or local law or otherwise.

If you have any questions about the Release or what it means, you can speak to Class Counsel, listed under Question 6, for free; or, at your own expense, you may talk to your own lawyer. The Release does not apply to persons in the Settlement Class who timely exclude themselves.

HOW TO OBTAIN A PAYMENT

11. How can I get a payment?

If you are an Automatic Payment Recipient, you will be so informed in the postcard and/or email notice you receive regarding this Settlement. Automatic Payment Recipients will receive a Settlement Payment without the need to submit a Claim Form, unless a Request for Exclusion is submitted.

If you were identified as a Claiming Recipient in the postcard and/or email notice you received regarding this Settlement, you must submit a complete and timely Claim Form to receive a Settlement Payment.

If you are still not sure whether you are included, or are not sure if you qualify as an Automatic Payment Recipient or Claiming Recipient, you can get more information by visiting the Settlement Website, www.flashlightsettlement.com. You may also write to the Settlement Administrator at the address below, or you may call the Toll-Free Settlement phone number 1-844-475-0393.

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You may obtain a Claim Form on the Settlement Website: www.flashlightsettlement.com, or by calling the Toll-Free Settlement Hotline, 1-844-475-0393. You may also request a Claim Form by mailing the Claims Administrator at the address above.

Read the instructions on the Claim Form carefully. Fill out the Claim Form completely and accurately, sign it and submit by the January 27, 2021 deadline.

A Claim Form may be submitted by mail to the claims administrator at the address above or electronically via the Settlement Website, www.flashlightsettlement.com.

To be deemed timely, Settlement Claim Forms must be submitted via the Settlement Website or be postmarked prior to or on the last day of the Claims Deadline, which is **January 27, 2021**.

WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

12. When would I receive a settlement payment?

The Court will hold a hearing on **April 1, 2021** to decide whether to approve the Settlement. Even if the Court approves the Settlement, appeals may be filed. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone entitled to a Settlement Payment will be informed of the progress of the Settlement through information posted on this Settlement Website.

Please be patient as the Court decides these issues and any relevant appeals are resolved.

THE OPT-OUT PROCESS – HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

13. How do I get out of the settlement?

If you want to keep the right to sue, or continue to sue, Defendants or a Released Party, as defined in the Settlement Agreement, then you must take steps to remove yourself from 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 Request for Exclusion to the Settlement Administrator. To be valid, a Request for Exclusion must contain the Settlement Class member's name, Costco membership number, current address, and telephone number. The Request for Exclusion must be either: (a) personally signed by the Settlement Class Member and dated, mailed, and postmarked to the Settlement Administrator on or before the Objection/Exclusion Deadline; or (b) electronically signed by the Settlement Class member and submitted to the Settlement Administrator through the Settlement Website.

Multiple, so-called "mass" or "class," opt-outs shall not be allowed. The date of the postmark on the return mailing envelope or date of online submission through the Settlement Website shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.

If you wish to opt out, you must take the actions as described, even if you (a) plan to file or have filed a separate action against any of the Released Parties, or (b) are, or become, a putative class member in any other class action filed against any of the Released Parties.

To be valid, you must mail your Request for Exclusion, with a postmark no later than January 27, 2021 to the claims administrator at the address below or through www.flashlightsettlement.com.

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c/o Postlethwaite & Netterville
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Baton Rouge, LA 70821-2790

14. If I do not exclude myself, can I sue Defendants for the same thing later?

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

15. If I exclude myself, can I get a benefit from this settlement?

No. If you ask to be excluded, you will not be able to submit a Claim Form for a Settlement Payment and you cannot object to the Settlement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not think the settlement is fair?

If you are in the Settlement Class, you can ask the Court to deny approval by submitting an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to have happen, you must object. If you do not provide a written objection in the manner described below, you will waive any objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

Objections must be in writing and accompanied by documents or other evidence, as well as any factual or legal argument the objecting Settlement Class member intends to rely upon in making his or her Objection. All Objections must include (a) a reference, in its first sentence to this Action, including the case name and case number; (b) the Objector's full, legal name, residential address, telephone number, email address, and Costco membership number (and the Objector's lawyer's name, business address, telephone number, and email address if objecting through counsel); (c) a statement describing the Objector's membership in the Settlement Class, including a verification under oath as to the date, and the location of the Costco warehouse from which the Product was purchased, the date code on the end cap of one of the Flashlights in objector's possession (if available) and all other information required by the Claim Form; (d) a written statement of all grounds for the Objection, accompanied by any legal support for such objection; (e) copies of any papers, briefs, or other documents upon which the Objection is based; (f) a list of all persons who will be called to testify in support of the objection; (g) a statement of whether the Objector intends to appear at the Final Approval Hearing (note: 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); (h) a list of the exhibits that the Objector may offer during the Final Approval Hearing, along with copies of such exhibits; and (i) the Objector's signature.

In addition, Settlement Class Members, if applicable, must include with their Objection (a) the identity of all counsel who represent the Objector, including former or current counsel who may be entitled to compensation for any reason related to the Objection; and (b) a detailed list of any

other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any court, whether state or federal, in the United States in the previous five (5) years.

Any such Objection must be in writing, comply with Rule 23(e)(5)(A) of the Federal Rules of Civil Procedure, include the contents described above and must be submitted only to the Court either by mailing it to the Class Action Clerk, United State District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, or by filing it in person at any location of the United States District Court for the Northern District of California and be filed or postmarked before January 27, 2021, or as the Court may otherwise direct. Any Objection that is not properly or timely raised is waived.

Even if you timely and properly object, to obtain a benefit from this Settlement, you must submit a Claim Form. If you object but fail to submit a Claim Form, you will not receive any Settlement Payment.

17. What is the difference between objecting and excluding yourself?

Objecting is 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 means that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, and you are not an Automatic Payment Recipient, you will not receive any monetary award and you will give up your rights to sue Defendants or any other Released Parties related to a Released Claim. For information relating to what rights you are giving up, see Question 10.

THE FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing **on April 1, 2021, at 10:00 a.m.** in Courtroom 11 on the 19th Floor of the Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. 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 in Question 16 above, 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 Plaintiffs.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check this Settlement Website for updates.

20. 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.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 16 above. To speak at the Final Approval Hearing, you must also file a document with the Court stating your intention to appear and, if you intend to appear at the Final Approval Hearing through counsel, you must also state the identity of all attorneys representing you who will appear at the Final Approval Hearing. The document must otherwise comply with Question 16 above and be filed with the Court no later than **January 27, 2021**.

You may not speak at the hearing if you exclude yourself from the Settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This notice is only a summary of the Settlement. You can get a copy of the Settlement Agreement on this Settlement Website, www.flashlightsettlement.com. Or you can call the Toll-Free Settlement Hotline, **1-844-475-0393**. You can also call Class Counsel with any questions at **510-841-5500**.

You can also obtain more information regarding this case and Settlement by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California at 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding court holidays.

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, DEFENDANTS, OR DEFENDANTS' COUNSEL ABOUT THE SETTLEMENT.

ALSO, TELEPHONE REPRESENTATIVES WHO ANSWER CALLS MADE TO THE TOLL-FREE SETTLEMENT HOTLINE ARE NOT AUTHORIZED TO CHANGE THE TERMS OF THE SETTLEMENT OR THIS NOTICE.