

If you bought Knix Products between January 1, 2020 and December 31, 2022,
a class action Settlement may affect your rights.

Knix Products include: Knix leakproof and super leakproof underwear, and KnixTeen leakproof underwear, super leakproof underwear, leakproof tights, leakproof swim and reusable pads.

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

- 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.
- A Settlement has been reached in a class action lawsuit called *Spencer, et al. v. Knix Wear Inc.*, No. 1:23-cv-07823 (JLR), pending in the U.S. District Court for the Southern District of New York. The lawsuit involves Knix leakproof and super leakproof underwear, leakproof tights, leakproof swim and reusable pads (the “Knix Products”). The lawsuit alleges that Knix, relying on independent testing, made misrepresentations and/or omissions in its marketing materials and elsewhere regarding the Products, including by representing that the Products were 100% free of per- and polyfluoroalkyl substances (“PFAS”), fluorine and toxic chemicals. According to Plaintiffs, certain samples of select products tested by the Plaintiff’s counsel contained PFAS in amounts that are detectable using more sensitive testing methods with lower detection limits than those used by Knix’s independent third-party testing labs. The lawsuit involves allegations regarding Knix’s marketing statements; it does not involve (i) allegations that any Products are unsafe and/or cause injuries, (ii) that Knix intentionally added PFAS to its products, or (iii) that the amounts allegedly detected in certain samples by Plaintiffs’ counsel are likely to cause injury. No Plaintiff has alleged that any of Knix’s products caused personal injuries.
- You are included in the Settlement Class if you purchased any of the Knix Products listed above in the United States, its territories, and/or the District of Columbia between January 1, 2020 and December 31, 2022.
- If the Court approves the Settlement, Knix will pay \$1.4 million into a cash fund and may pay up to an additional \$600,000, if needed, to pay valid claims. Settlement Class Members who submit valid claims are eligible to receive cash reimbursement for a portion of past purchases of up to three Knix Products. You must submit a claim to receive a payment. Claim Forms are available online at www.knixmarketingsettlement.com or by calling 1-877-392-0141.
- Plaintiffs maintain all of the allegations in their complaint, which is available for review at www.knixmarketingsettlement.com.
- Knix denies all of the allegations made in the lawsuit and denies that it did anything improper or unlawful, and the proposed Settlement is not an admission of guilt or wrongdoing of any kind by Knix. Rather, Knix has agreed to the Settlement so that the company can speak openly and transparently with its community regarding this complex and ever-changing area of science and provide its customers with up-to-date information as they continue to make informed decisions. Knix stands behind the safety of its products and the transparency of its testing disclosures. Knix made the PFAS-related representations at issue based on multiple rounds of independent testing that did not detect PFAS in the samples tested (results of which were posted on Knix’s website), as well as its knowledge of its manufacturing processes and the materials used in its products. Knix does not concede that Plaintiffs’ test results demonstrate the presence of PFAS in any samples of Knix’s products, and Knix contends that the amounts Plaintiffs claim to have detected in certain samples are trace amounts at or near the limit of what is currently detectable in fabrics using the most sensitive testing methods available. Knix maintains that the trace amounts Plaintiffs claim to have detected may be the result of contamination during the testing or sampling process or interference from other substances and, in any event, those trace amounts do not suggest the intentional addition of PFAS to any product. Knix has taken, and will continue to take, measures to test and monitor its products for PFAS and transparently share those results with consumers.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM AND PARTICIPATE IN THE SETTLEMENT	Submit a Claim Form on or before March 11, 2024. This is the only way to get a payment from the Settlement. By receiving a payment, 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 Knix 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 Knix 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 Knix 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 the Settlement is approved. 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 Knix. 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 Jennifer L. Rochon of the U.S. District Court for the Southern District of New York is overseeing this class action. The case is known as *Spencer, et al. v. Knix Wear Inc.*, No. 1:23-cv-07823 (JLR) (the “Action”). The people who sued are called Plaintiffs or Class Representatives. The companies they sued, Knix Wear Inc., Knix Wear LLC, Knix Wear California LLC, Knix Wear US, Inc., and Knix San Diego UTC, LLC (collectively “Knix”) are called the Defendants.

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 Knix leakproof and super leakproof underwear, and KnixTeen leakproof underwear, super leakproof underwear, leakproof tights, leakproof swim and reusable pads and makes allegations regarding Knix's marketing statements relating to PFAS, fluorine and toxic chemicals. The lawsuit does not involve allegations that any of the Products are unsafe and/or cause injuries, or that Knix intentionally added PFAS to its products. No plaintiff has claimed to have suffered any personal injury as a result of wearing the Knix Products.

Plaintiffs maintain all of the allegations in their complaint. Knix denies all of the allegations made in the lawsuit and denies that Knix did anything improper or unlawful. The proposed Settlement is not an admission of guilt or wrongdoing of any kind by Knix. Rather, Knix has agreed to the Settlement so that the company can speak openly and transparently with its community regarding this complex and ever-changing area of science and provide its customers with up-to-date information as they continue to make informed decisions. Knix made the PFAS-related representations at issue based on multiple rounds of independent testing that did not detect PFAS in the samples tested (results of which were posted on Knix's website), as well as its knowledge of its manufacturing processes and the materials used in its products. Knix stands behind the safety of its products and the transparency of its testing disclosures. Knix does not concede that Plaintiffs' test results demonstrate

the presence of PFAS in any samples of Knix's products, and Knix contends that the amounts Plaintiffs claim to have detected in certain samples are trace amounts at or near the limit of what is currently detectable in fabrics using the most sensitive testing methods available. Knix maintains that the trace amounts Plaintiffs claim to have detected may be the result of contamination during the testing or sampling process or interference from other substances and, in any event, those trace amounts do not suggest the intentional addition of PFAS to any product. Knix has taken and will continue to take measures to test and monitor its products for PFAS and transparently share those results with its community. More information about the Complaint in the lawsuit can be found at the settlement website, www.knixmarketingsettlement.com.

4. Why is there a settlement?

The Court has not decided whether the Plaintiffs or the Defendants 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 persons who purchased Knix Products in the United States, its territories, and/or the District of Columbia, between January 1, 2020 and December 31, 2022. Knix Products include Knix leakproof and super leakproof underwear, and KnixTeen leakproof underwear, super leakproof underwear, leakproof tights, leakproof swim and reusable pads.

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

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

As part of the Settlement, Knix has agreed to pay \$1.4 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. Knix has agreed to provide up to an additional \$600,000, if needed, to cover valid claims. The cash fund will also be used to pay the costs of providing Notice of the Settlement to Settlement Class Members and administering the settlement funds. Those Notice and administration costs are not expected to exceed \$200,000.

Settlement Class Members who submit a valid Claim Form are able to receive cash reimbursement for a portion of the purchase price for past purchases of the Knix Products listed above. You may receive a refund of up to \$5.30 for up to 3 pairs of the Knix Products you purchased, as reflected in Knix's records, or for which you provide a valid proof of purchase (for a total of up to \$15.90). Your Claim Form will indicate whether Knix has a record of your purchase(s) or if you need to provide proof of purchase.

If the net cash fund (including the Replenishment Amount of up to \$600,000) is not sufficient to pay all Valid Claims for cash reimbursement, as well as costs of Notice and administration of the Settlement, attorneys' fees and expenses and named plaintiff service awards, then payments to Settlement Class Members who submit a valid Claim Form for cash reimbursement will be prorated and the payment amounts may be reduced.

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

- Knix will continue to take measures to help ensure that PFAS are not intentionally added to Knix Products at any stage of production, including through periodic testing. For a period of two years beginning on October 30, 2023, Knix will also increase the frequency of its finished-product PFAS and fluorine testing; use more sensitive finished product testing; utilize state-of-the-art equipment and testing capabilities; and require its fabric suppliers to increase the frequency of their finished-product PFAS and organic fluorine testing.
- Knix has already revised its website to remove references to Knix Products being PFAS Free, Toxic Chemical Free, and Fluorine Free, and will ensure that those references do not appear on Knix's website for a period of one year beginning on October 30, 2023.

HOW TO GET A PAYMENT

7. How do I make a claim for a payment?

To file a claim, go to www.knixmarketingsettlement.com or call 1-877-392-0141 for the Claim Form. Your claim must be submitted electronically or postmarked no later than **March 11, 2024**.

If you appear in Knix's records as having purchased Knix Products, 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 Knix has a record of your purchase(s).

If you do not appear in Knix's records as having purchased Knix Products, or Knix'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 Knix Products. The Claim Form will explain the information that is required and the acceptable forms of documentation for proof of purchase.

8. When will I get my payment?

The Court will hold a hearing on April 23, 2024 at 10:00 a.m. 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 www.knixmarketingsettlement.com. If the Settlement is approved, there may be appeals. The appeal process can take time. If there is no appeal, your payment will be processed promptly. Please be patient.

Updates regarding the Settlement and when payments will be made will be posted at www.knixmarketingsettlement.com.

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 Erin Spencer and Nickole Gonzalez 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
Erin Ruben telephone: (919) 600-5000; email: eruben@milberg.com
Rachel Soffin telephone: (865) 864-8541; email: rsoffin@milberg.com

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 \$500,000 and will also request service awards of up to \$1,000 for each of the named Plaintiffs (totaling up to \$2,000). 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 \$1.4 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 a payment 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 Knix 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 available from 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 Knix 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 www.knixmarketingsettlement.com or by sending a letter by U.S. mail clearly stating that you want to be excluded from the Settlement in *Spencer, et al. v. Knix Wear Inc.*, No. 1:23-cv-07823 (JLR). 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 March 11, 2024 to:

KNS Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134

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

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

No. Unless you exclude yourself, you give up any right to sue or continue to sue Knix 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 Knix, 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, as well as any and all distributors, sellers and resellers of Knix Products ("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, whether based in contract, tort, warranty, fraud, negligence, violation of federal or state statute or any other theory, that arise out of or relate to the Allegations (as defined in the Settlement Agreement) or any other allegations asserted in the Class Action Complaint, or that were asserted 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 a payment from this Settlement?

No. If you exclude yourself, you give up the right to receive a payment 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 *Spencer, et al. v. Knix Wear Inc.*, No. 1:23-cv-07823 (JLR)"; your name, address, and telephone number; if you are represented by counsel, your counsel's name(s), address(es) and telephone number(s); 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 500 Pearl Street, New York, NY 10007, and (b) be filed or postmarked on or before March 11, 2024.

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 **March 23, 2024**.

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 April 23, 2024 at 10:00 a.m. in Courtroom 20.B of the United States District Court, Southern District of New York, 500 Pearl Street, New York, NY 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, 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 Question 17.

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 and Release available at www.knixmarketingsettlement.com, 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 New York, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. Class Counsel's contact information is: Erin J. Ruben, Milberg Coleman Bryson Phillips Grossman, 900 W. Morgan Street, Raleigh, NC 27603; ERuben@milberg.com.

More information about the Settlement is available at www.knixmarketingsettlement.com, toll-free at 1-877-392-0141, or by contacting Class Counsel.

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

QUESTIONS? VISIT WWW.KNIXMARKETINGSETTLEMENT.COM OR CALL 1-877-392-0141