

## APPENDIX A

### Release and Waiver of Claims

1. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Order and Final Judgment.
2. “Released Parties” means New Balance, its past, present, and future parent entities (including but not limited to New Balance, Inc., and any intermediary and/or ultimate parent entities), officers, directors, employees, stockholders, agents, attorneys, administrators, successors, suppliers, distributors, reorganized successors, spin-offs, assigns, holding companies, related companies, subsidiaries, affiliates, joint-ventures, partners, members, divisions, predecessors, and Authorized Retailers of “Made in USA” Shoes for resale.
3. In consideration of the Settlement benefits described in this Agreement, Plaintiffs and the other members of the Class, on behalf of themselves, their heirs, guardians, assigns, executors, administrators, predecessors, and/or successors, will fully, finally and forever release, relinquish, acquit, and discharge the Released Parties from – and shall not now or hereafter institute, maintain or assert on their own behalf, on behalf of the Class, or on behalf of any other person or entity – the claims asserted in either the initial or first amended class action complaint filed in this Action, and/or any claim based on the identical factual predicate as any of the claims asserted in this Action. For the avoidance of doubt, the Parties intend this class release to extend to the furthest extent allowed by *Hesse v. Sprint Corporation*, 598 F.3d 581 (9th Cir. 2010). Released Claims do not include any claims that cannot be released as a matter of law.
4. Plaintiffs represent and warrant that they are the sole and exclusive owner of all claims that they personally are releasing under this Agreement. Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action, including without limitation, any claim for benefits, proceeds or value under the Action, and that Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Action or in any benefits, proceeds or values under the Action. Class Members submitting a Claim Form shall represent and warrant therein that they are the sole and exclusive owner of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action, including without limitation, any claim for benefits, proceeds or value under the Action, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Action or in any benefits, proceeds or values under the Action.
5. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements incurred by Plaintiffs' Counsel, or by Plaintiffs or the Class Members.
6. In addition to the Released Claims, the Named Plaintiffs only agree to a general release, which includes a release of any unknown claims that they did not know or suspect to exist in their favor at the time of the general release, which, if known, might have affected their Settlement with, and general release of, the Released Parties. With respect to the general release, the Named Plaintiffs only stipulate and agree that, upon the execution of this Agreement, and by operation of the Final Judgment, they shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the Civil Code of the State of California, which provides that:

“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.”

Named Plaintiffs only hereby agree that the provisions of all such principles of law or similar federal or state laws, rights, rules, or legal principles are hereby knowingly and voluntarily waived, relinquished and released.
7. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed therein.
8. Plaintiffs and Defendant hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included in any Final Order and Final Judgment entered by the Court.