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THINX PERIOD UNDERWEAR CLASS ACTION CLAIM FORM

Dickens, et al. v. Thinx Inc., Case No. 1:22-cv-04286-JMF, United States District Court for Southern District of New York

This Claim Form must be postmarked no later than April 12, 2023.

By timely submitting this Claim Form, you will be included in the Settlement Class identified in the Notice and the Class Action Settlement Agreement and Release. **If you also submit a Request for Exclusion (in other words, if you ask to “opt out” of the Settlement Class), this Claim Form will be deemed invalid. If you fail to submit your Claim Form by the deadline, your claim will be rejected, and you will be deemed to have waived all rights to receive a class benefit under the settlement.**

CLAIM FORM INSTRUCTIONS

IMPORTANT: Please read the instructions below before completing this Claim Form. In completing the Claim Form, you must elect to receive one of two class benefits. You have the option to choose either cash reimbursement for past purchases (up to 3 pairs in total) or a single-use voucher towards a future purchase of Thinx Period Underwear. **Thinx Period Underwear means: Cotton Brief, Cotton Bikini, Cotton Thong, Sport, Hip hugger, Hi-Waist, Boyshort, French Cut, Cheeky, and Thong.**

- **Cash reimbursement:** You may receive a \$7.00 refund for each purchase of up to 3 pairs of Thinx Period Underwear reflected in Thinx’s records, or for which you provide a valid proof of purchase.
- **Cash reimbursement without proof of purchase:** You may receive a \$3.50 refund for each purchase of up to 3 pairs of Thinx Period Underwear that are not reflected in Thinx’s records and for which you do not have proof of purchase, but which you attest to purchasing under penalty of perjury.
- **Voucher:** You may choose to receive a voucher for a discount of 35% off total purchases of up to \$150 of Eligible Voucher Products in a single purchase transaction on the Thinx website (thinx.com) (maximum discount \$52.50).

Vouchers are not transferable, subject to standard terms and conditions, and will be valid for six months from the date of issuance. Vouchers may be used on full-price Eligible Voucher Products only and may not be combined with any other offers, discounts, or promotions. Go to thinxunderwearsettlement.com for a list of Eligible Voucher Products. If Thinx does not have a record of your past purchases of Thinx Period Underwear, you must provide proof of purchase or attest under penalty of perjury to having made the purchases you identify in **Section D**.

If you fail to return your Claim Form by the deadline above, your claim will be rejected, and you will be deemed to have waived all rights to receive a class benefit under the settlement.

To be valid, your Claim Form must be completely and accurately filled out, signed and dated, and must include all requested information. If your Claim Form is incomplete, untimely, illegible, not signed, or contains false information, it may be rejected by the Settlement Administrator.

A. ELECTION OF CLASS BENEFIT

Place an “x” in front of the type of class benefit you choose to receive. (Choose only one.)

- I wish to receive cash reimbursement for up to a total of 3 pairs of underwear. The reimbursement will be for either \$7.00 per pair for which Thinx has a record of my purchase or for which I provide proof of purchase; or \$3.50 for each pair for which I do not have proof of purchase, but which I attest to under penalty of perjury in completing this form (as described in the instructions above).
- I wish to receive a single-use voucher for a discount of 35% off total purchases of up to \$150 of Eligible Voucher Products in a single purchase transaction on the Thinx website (thinx.com) (maximum discount \$52.50).

If you submit an otherwise valid and timely Claim Form, but either (1) request both cash reimbursement and a voucher, (2) fail to choose either a cash reimbursement or a voucher, or (3) submit two or more Claim Forms that do not make the same choice, you will receive cash reimbursement on the terms set forth above.



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E. PROOF OF PURCHASE

Please include a proof of purchase in the form of a receipt, proof of online order, email from Thinx or another retailer, or credit card statement for each transaction identified in **Section D**. The proof of purchase must show: the amount of the purchase, the seller, the purchase date (month/year), and, where feasible, style purchased. You may redact balance information and any transaction information regarding transactions not entered into with Thinx or a third-party retailer of the underwear from your credit card statement(s). You may attach your documents to this Claim Form.

For any purchases for which you do not attach proof of your past purchases showing the required information described above, you will be required to attest under penalty of perjury to having made the purchases you listed in **Section D**.

F. MANNER OF TRANSMISSION OF CLASS BENEFIT

If your Claim Form is valid, signed, and has been timely submitted, you will receive your payment or voucher by email, at the email listed in **Section C**, unless you request to have the payment or voucher mailed to you. You acknowledge that if you do not choose to receive your payment or voucher by email, you may not receive it as quickly and that the Settlement Administrator will not be responsible for payments or vouchers that do not arrive by U.S. mail and may not reissue payments or vouchers that are claimed as lost or stolen.

If you do not elect to receive your payment or voucher by email, and wish to receive it via U.S. mail, please check this box to receive your payment or voucher at the address listed in **Section C**.

Please be patient. Thinx will not be able to send you your chosen benefit until after your Claim Form has been processed and Court proceedings are completed.

G. SIGNATURE UNDER PENALTY OF PERJURY

By signing below and submitting this Claim Form, I hereby declare under penalty of perjury that I am the person identified above, and that all of the information I have provided on this Claim Form is true and accurate. I understand that Thinx has the right to verify the accuracy of any purchase information I provide, and that the Court may ultimately determine I am not entitled to receive a benefit.

Signature

Date:

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MM DD YYYY

Printing your name constitutes your legal signature, in the same manner as if you signed by hand.

THIS CLAIM FORM MUST BE COMPLETED, SIGNED, AND MAILED TO THE ADDRESS BELOW:

**Settlement Administrator
P.O. Box 3689
Portland, OR 97208-3689**

All information submitted in support of your claim is subject to investigation and verification by the Settlement Administrator.

If you have any questions about this lawsuit, your rights, or completing the Claim Form, you may also contact Class Counsel:

- **Erin J. Ruben** Telephone: (919) 600-5000; email: eruben@milberg.com
- **Rachel Soffin** Telephone: (865) 864-8541; email: rsoffin@milberg.com

DO NOT ADDRESS ANY QUESTIONS ABOUT THIS LAWSUIT TO THE CLERK OF THE COURT, THE JUDGE, COUNSEL FOR THINX, OR TO ANY THINX AGENT OR EMPLOYEE. They are not permitted to answer your questions.