

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“**Agreement**”) is entered into by and among Plaintiff Jamie Jackson and Plaintiff Carly Blankenship (“**Plaintiffs**”) on behalf of themselves and the Settlement Class Members, on the one hand, and Defendant Dole Packaged Foods, LLC (“**Defendant**” and together with Plaintiffs, the “**Parties**”), on the other hand. Capitalized terms used herein are defined in Section II of this Agreement or indicated in parentheses elsewhere in this Agreement. Subject to the Court’s approval, the Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in the Agreement and upon the entry by the Court of a Final Approval Order and the occurrence of the Effective Date, this class action lawsuit shall be settled, compromised, and dismissed upon the terms and conditions contained herein.

I. RECITALS

1.1 On January 12, 2022, counsel for Plaintiff Jackson filed a putative class action, *Jamie Jackson v. Dole Packaged Foods, LLC*, No. 22-LA0022 in the Circuit Court for the Twentieth Judicial Circuit, County of St. Clair, State of Illinois (the “**Jackson Class Action**”) raising various claims under common law and Illinois consumer protection law alleging that Defendant unlawfully advertised, marketed, and sold its Dole brand and Dole Fruit Bowls® Products, including Cherry Mixed Fruit; Diced Apples; Diced Pears; Diced/Chunk Mango; Papaya Mango; Peach Mango; Mandarin Oranges; Pineapple Tidbits/Slices/Chunks/Crushed; Mixed Fruit; Pineapple Paradise; Red Grapefruit Sunrise; Melon Medley; Tropical Fruit; and Diced/Sliced Peaches (collectively, the “**Fruit**”), each representing on the respective label “in 100% juice” or “in 100% fruit juice” even though the Fruit contains trace amounts of added ascorbic acid and/or citric acid or other ingredients (the “**Added Ingredients**”).

1.2 On July 7, 2022, Defendant removed the Jackson Class Action to the United States District Court for the Southern District of Illinois, No. 3:22-cv-01448.

1.3 On August 8, 2022, Defendant filed a Motion to Dismiss seeking to dismiss the entirety of the Class Action Complaint pursuant to Federal Rule of Civil Procedure 12(b)(6) and, in the alternative, seeking to dismiss Plaintiff Jackson’s claims relating to the Fruit she did not purchase, as well as her claim for injunctive relief for lack of standing.

1.4 On August 9, 2022, Defendant filed a Motion to Stay Discovery Pending a Decision on Defendant’s Motion to Dismiss. Plaintiff Jackson filed her responsive brief to Defendant’s Motion to Dismiss on September 9, 2022, to which Defendant filed a reply brief on September 21, 2022. On September 30, 2022, Plaintiff Jackson filed her responsive brief to Defendant’s Motion to Stay Discovery.

1.5 On December 30, 2022, the Court granted in part and denied in part Defendant’s Motion to Dismiss. The Court granted Defendant’s Motion to Dismiss with respect to the Fruit Plaintiff Jackson did not purchase and Plaintiff Jackson’s requested injunctive relief. The Court denied Defendant’s motion with respect to Plaintiff Jackson’s claims relating to the Dole Fruit Bowl® – Mixed Fruit. The Court also denied Defendant’s Motion to Stay Discovery in its Order on Defendant’s Motion to Dismiss.

1.6 On March 21, 2023, Plaintiffs’ Counsel filed a new putative class action, *Blankenship v. Dole Packaged Foods, LLC*, Case No. 23-LA-0361, in the Circuit Court for the Twentieth Judicial Circuit, County of St. Clair, State of Illinois (the “**Blankenship Class Action**” and together with the Jackson Class Action, the “**Actions**”) raising various claims under common law and Illinois consumer protection law alleging that Defendant unlawfully advertised, marketed, and sold the Fruit each representing on the respective labels “in 100% fruit juice” or “in 100%

juice” when the Fruit contains ascorbic acid and/or citric acid or other ingredients. The Blankenship Class Action included the Dole Fruit Bowl® products that were dismissed from the Jackson Class Action.

1.7 The parties agreed to mediate and retained the Honorable Diane M. Welsh, Retired United Magistrate Judge.

1.8 In advance of the mediation, the parties engaged in limited discovery, including the production of sales data relating to the Fruit and information relating to the reformulation and re-labeling of the Fruit. The parties exchanged extensive mediation briefs.

1.9 On April 4, 2023, the Parties engaged in an in-person mediation before Judge Welsh in Philadelphia, Pennsylvania. The mediation was hard fought over the course of a full day. In the late afternoon hours, the parties came to an agreement in principle and exchanged a term sheet setting forth the terms of this settlement.

1.10 On June 21, 2023, the Jackson Class Action was voluntarily dismissed to facilitate settlement of the Blankenship Class Action.

1.11 Defendant disputes and denies the claims presented in the Jackson Class Action and the Blankenship Class Action and contends it would prevail in both litigations. By entering into this Agreement, Defendant is not admitting to any false advertising, intentional or negligent misrepresentation, deceptive trade practices, breach of any warranty, unjust enrichment, or to any wrongdoing or liability whatsoever.

1.12 To avoid the costs, disruption, and distraction of further litigation, the Parties have concluded that it is desirable that the claims be settled and dismissed on the terms recommended by Judge Welsh and now reflected in this Agreement.

1.13 The undersigned Parties agree, subject to approval by the Court and the occurrence of the Effective Date, that the litigation between Plaintiffs and the Settlement Class Members, on the one hand, and Defendant, on the other hand, shall be fully and finally compromised, settled, released, and dismissed on the terms and conditions set forth in this Agreement.

1.14 Plaintiffs' Counsel has analyzed and evaluated the merits of all of Plaintiffs' contentions and this Agreement as it affects Plaintiffs and the Settlement Class Members. Among the risks of continued litigation are the possibilities that Plaintiffs will be unable to prove liability, certify a litigation class, establish the fact of damages to a reasonable degree of certainty, or demonstrate threat of ongoing harm.

1.15 Plaintiffs and Plaintiffs' Counsel, after considering the foregoing, along with the risks and costs of further litigation, are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Actions and the prompt provision of effective relief to the Settlement Class are in the best interests of the Settlement Class Members.

1.16 Defendant, while continuing to deny all allegations of wrongdoing and disclaiming any liability with respect to any and all claims, considers it desirable to resolve the Action on the terms stated herein, in order to avoid further expense, inconvenience, and interference with ongoing business operations, and to dispose of burdensome litigation.

1.17 Defendant hereby consents, solely for the purposes of the Settlement set forth herein, to the certification of the Settlement Class and appointment of Plaintiffs' Counsel as Class Counsel for the Settlement Class and Plaintiffs as the Class Representatives of the Settlement Class; provided, however, that if this Agreement fails to receive Court approval or otherwise fails to become effective, including, but not limited to, the judgment not becoming final as provided in

Section VII of this Agreement, then Defendant (1) will retain all rights and defenses it had immediately preceding the execution of this Agreement to object to the propriety of class certification in all other contexts and for all other purposes, (2) the settlement class will be decertified, and (3) the litigation of the Actions will revert to the status quo ante and continue as if the Settlement Class had never been certified. The fact that Defendant conditionally consented herein to certification of the Settlement Class shall not be used against Defendant by any Party or non-party for any purpose in these Actions or any other action, lawsuit, or proceeding of any kind whatsoever.

1.18 This Agreement is contingent upon the issuance by the Court of both the Preliminary Approval Order and Final Approval Order and the Final Approval Order becoming final, as set forth in Section VII below. Should the Court not issue the Preliminary Approval Order and Final Approval Order or should the Final Approval Order not become final, Defendant does not waive, and instead expressly reserves, all rights to defend against the claims in the Actions.

1.19 This Agreement reflects a compromise between the Parties and shall in no event be construed as or be deemed an admission or concession by any Party of the truth, or lack thereof, of any allegation or the validity, or lack thereof, of any purported claim or defense asserted in any of the pleadings or filings in the litigation, or of any fault on the part of Defendant, and all such allegations are expressly denied. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability, by or against any Party hereto.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and of the releases and dismissals of claims described below, the Parties agree, subject to Court approval, to the terms and conditions that follow.

II. DEFINITIONS

As used in this Agreement and the attached Exhibits (which are an integral part of the Agreement and are incorporated in their entirety by reference), the following terms shall have the meanings set forth below, unless this Agreement specifically provides otherwise. Other capitalized terms in this Agreement but not defined in this section shall have the meanings ascribed to them elsewhere in this Agreement.

2.1 “Actions” means the Jackson Class Action together with the Blankenship Class Action.

2.2 “Administration Expenses” means reasonable fees and expenses incurred by the Settlement Administrator for all tasks the Settlement Administrator and any third parties appointed by the Parties perform in accordance with any contract(s) with Defendant and in furtherance of the notice and administration of the Settlement and to secure performance as set forth in this Settlement.

2.3 “Agreement” means this Class Action Settlement Agreement, containing all terms, conditions, and Exhibits, which constitutes the entire agreement between the Parties.

2.4 “Attorneys’ Fees and Expenses” means, as described more particularly in Section VI of this Agreement, the fees and expenses to be sought by Class Counsel for all the past, present, and future attorneys’ fees, costs (including court costs), expenses, and disbursements directly or indirectly incurred in connection with this Action.

2.5 “Benefit” means the cash payment available to a Claimant who files a Valid Claim under this Agreement. The specific Benefit received is subject to review, validation, and adjustments by the Settlement Administrator based upon the terms and conditions of this Agreement.

2.6 “Benefit Payments” are the form of payment issued for Valid Claims.

2.7 “Claim” means a request for relief pursuant to this Agreement submitted by a Settlement Class Member on a Claim Form to the Settlement Administrator in accordance with the terms of this Settlement.

2.8 “Claim Form” means the proposed Claim Form in substantially the same form as attached hereto as Exhibit A to be used by Settlement Class Members to make a Claim under the Settlement (described below), which form is to be approved by the Court and to be posted online in accordance with Sections IV and V of this Settlement as well as made available upon request from the Settlement Administrator.

2.9 “Claim Form Deadline” means the date by which a Claim Form must be postmarked via United States First Class Mail or via electronic submission by 11:59 p.m. Central time to be considered timely. The Claim Form Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Settlement Notice and/or the Claim Form and shall be the sixtieth (60) consecutive day after the Notice Date. If the Claim Form Deadline is on a weekend or holiday, the Claim Form Deadline shall extend to the next business day following the weekend or holiday.

2.10 “Claim Period” means the period of time during which a Settlement Class Member must submit a Claim Form to be eligible to receive a monetary Benefit as part of the Settlement, which shall be for sixty (60) consecutive days that will commence on the Notice Date. If the Claim Period ends on a weekend or holiday, the Claim Period shall extend to the next business day. The Claim Period shall be set forth in the Preliminary Approval Order.

2.11 “Claimant” means a Settlement Class Member who files a Claim seeking a Benefit under this Agreement.

2.12 “Class Counsel” means, subject to Court approval, Stuart L. Cochran and Blake E. Mattingly, Cochran Law PLLC; David C. Nelson, Nelson & Nelson, Attorneys at Law, P.C.; Matthew Armstrong, Armstrong Law Firm LLC; and Robert L. King, Law Office of Robert L. King.

2.13 “Class Member” means a Person who, for non-commercial use, purchased in the United States or any of its territories any Fruit between January 12, 2017 and the date of entry of the Preliminary Approval Order. Specifically excluded from the Class are (i) any Governmental Entity; (ii) subsidiaries, divisions, affiliates, officers, employees, and directors of Defendant; (iii) any assigned judges and members of their staffs and immediate families; (iv) all individuals or entities that purchased the Fruit for resale; and (v) Class Counsel.

2.14 “Class Notice” means the Publication Notice, Settlement Notice, and Media Plan as set forth in Exhibits B-1–B-3 attached hereto.

2.15 “Class Period” means the period of January 12, 2017 through and including the date of entry of the Preliminary Approval Order.

2.16 “Class Representatives” means, subject to Court approval, Plaintiff Jamie Jackson and Plaintiff Carly Blankenship.

2.17 “Class Service Award” means any award sought by application and approved by the Court that is payable to Class Representative, up to a maximum total amount of \$5,000 per individual, payable in addition to the Settlement Amount, to compensate the Class Representatives for their efforts in bringing claims at issue in this Action and for achieving the benefits of this Settlement on behalf of the Settlement Class.

2.18 “Court” means the Circuit Court for the Twentieth Judicial Circuit, County of St. Clair, State of Illinois.

2.19 “Defendant” means Dole Packaged Foods, LLC.

2.20 “Effective Date” means the fifth (5th) business day after the Final Approval Order becomes a final, non-appealable judgment. If no appeal is taken, the date on which the Final Approval Order becomes final would typically be thirty-five days after the Court’s entry of the Final Approval Order, barring unforeseen circumstances that might extend the date of finality. Similarly, in the event of an appeal that challenges only the award of Attorneys’ Fees and Expenses or the Class Service Award but does not challenge any other aspect of the Settlement and does not raise an argument, theory, or issue that could result in the reversal of final approval or modification of other terms of the Settlement, the date on which the Final Approval Order becomes final would be the same as if no appeal had been taken. If an appeal is taken and approval of the Settlement is affirmed in its entirety, the date on which the Final Approval Order becomes final would be five business days after the date on which such affirmance is no longer subject to further appeal or review. If a petition for a writ of certiorari is filed in the United States Supreme Court but is denied, the date on which the Final Approval Order becomes final would be five business days after the date on which the Supreme Court denies the petition.

2.21 “Fairness Hearing” and “Final Approval Hearing” mean the final hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement in accordance with applicable law, to be held after reasonable notice and an opportunity to object or to exclude themselves from the Settlement have been provided to the Settlement Class in accordance with this Settlement, and where the Court will: (i) determine whether to make final the preliminary certification of the Settlement Class; (ii) determine whether to designate Plaintiffs as the representatives of the Settlement Class; (iii) determine whether to designate Class Counsel as counsel for the Settlement Class;

(iv) determine whether to grant final approval to the Settlement; (v) rule on Class Counsel's Fee Application and Class Service Award Application; and (vi) consider whether to enter the Final Approval Order.

2.22 "Fee Award" means any Attorneys' Fees and Expenses awarded by the Court to Class Counsel, and any Attorneys' Fees and Expenses approved in the Fee Award shall be paid by Defendant separate and apart from their payment of Valid Claims.

2.23 "Final Approval Order" means the issuance of an order granting final approval to the Settlement in substantially the same form as the proposed Final Approval Order attached to this Agreement as Exhibit D.

2.24 "Final Publication Date" means the date of the last publication made by the Settlement Administrator pursuant to the Media Plan.

2.25 "Household" means any number of Persons cohabitating and related by blood or marriage in the same dwelling unit or physical address as of the date such Persons submit a Claim.

2.26 "Labeling" means the display of written, printed, or graphic matter upon or in the packaging or tagging of the Fruit, as well as written, printed, or graphic matter designed for use in the distribution, marketing, or sale of the Fruit, including information found on Defendant's, its affiliates', or its packagers', distributors', retailers', or customers' websites, or in any other media format describing, explaining, and/or promoting that the Fruit is "in 100% juice" or "in 100% fruit juice."

2.27 "Media Plan" means the notice plan, in substantially the form attached hereto as Exhibit B-2, developed by the Settlement Administrator to notify the Settlement Class of the Settlement Notice and to command the Class Members' attention about their rights under the Settlement.

2.28 “Notice Date” means the date on which the Settlement Administrator commences dissemination of the Class Notice consistent with the Preliminary Approval Order.

2.29 “Objection” means an objection filed with the Court by a member of the Settlement Class objecting to any aspect of the Settlement.

2.30 “Objection Deadline” shall be the same date as the Claim Form Deadline. The Objection Deadline shall be set forth in the Preliminary Approval Order.

2.31 “Opt-Out” means a request by a member of the Settlement Class to be excluded from the Settlement Class by following the procedures set forth in the Preliminary Approval Order and the Class Notice.

2.32 “Opt-Out Deadline” shall be the same as the Claim Form Deadline. The Opt-Out Deadline shall be set forth in the Preliminary Approval Order

2.33 “Parties” (or “Party” individually) means Plaintiffs and Defendant.

2.34 “Person” means any individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, affiliates, attorneys, predecessors, successors, representatives, and/or assignees.

2.35 “Plaintiffs” means Jamie Jackson and Carly Blankenship.

2.36 “Plaintiffs’ Counsel” means Stuart L. Cochran and Blake E. Mattingly, Cochran Law PLLC; David C. Nelson, Nelson & Nelson, Attorneys at Law, P.C.; Matthew Armstrong, Armstrong Law Firm LLC; and Robert L. King, Law Office of Robert L. King.

2.37 “Preliminary Approval Order” means an order, in substantially the form of the Proposed Preliminary Approval Order attached hereto as Exhibit C, granting preliminary approval

of this Agreement as within the range of possible final approval; approving Class Notice to the Class Members as described in Section V below; and setting a hearing to consider final approval of the Settlement and any objections thereto.

2.38 “Product” means a single sale unit of the Fruit, whether an individual bowl or a pack of multiple products.

2.39 “Proof of Purchase” means a receipt or other documentation from a third-party commercial source that, in the sole discretion of the Settlement Administrator, reasonably establishes (i) the purchase of the Fruit at issue, (ii) the quantity of Fruit at issue purchased, and (iii) that the Fruit at issue were purchased in the United States or any of its territories during the Class Period.

2.40 “Publication Notice” means the proposed short form notice, in substantially the same form attached hereto as Exhibit B-3 as well as attached to the Proposed Preliminary Approval Order, to be approved by the Court and to be published in accordance with Section V of this Agreement.

2.41 “Released Claims” means any and all claims, whether known or unknown, against the Released Parties relating to, arising out of, or concerning in any way the Labeling of the Fruit during the Class Period as defined in the Class Definition.

2.42 “Released Parties” means Dole Packaged Foods, LLC and each of its current and former parents, affiliates, subsidiaries, predecessors, and successor and each of their respective current and former suppliers, retailers, resellers, distributors, manufacturers, sales vendors, marketers, advertisers, and salespersons, and each of their respective current or former parents, subsidiaries, affiliates, successors, assigns, officers, directors, agents, employees, employers,

attorneys, accountants, financial advisors, commercial bank lenders, insurers, investment bankers, representatives, general and limited partners, and partnerships.

2.43 “Releases” means the release of all claims contained in Section IX of this Agreement.

2.44 “Releasing Parties” means Plaintiff Jamie Jackson, Plaintiff Carly Blankenship, all Settlement Class Members, and any Person claiming by or through him/her/it, including any Person claiming to be his/her/its spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, executor, devisee, predecessor, successor, assignee, assigns, representative of any kind, shareholder, partner, director, employee, or affiliate.

2.45 “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement and attached Exhibits.

2.46 “Settlement Administrator” means Angeion Group, the independent entity selected by Defendant to administer the Settlement and to be approved by the Court.

2.47 “Total Settlement Value” means the aggregate Benefit to the Settlement Class Members of \$7,803,125, which includes (i) the total monetary relief available to Settlement Class Members for payment of all Valid Claims, not to exceed \$4,303,125 in the aggregate; and (ii) the injunctive relief component of the Settlement with an estimated value of \$3,500,000.

2.48 “Settlement Class” means all Persons in the United States who purchased, for non-commercial use, any Fruit between January 12, 2017 and the date of entry of the Preliminary Approval Order. Excluded from the Settlement Class are: (i) any Governmental Entity; (ii) subsidiaries, divisions, affiliates, officers, employees, and directors of Defendant; (iii) any assigned judges and members of their staffs and immediate families; (iv) all individuals or entities that purchased the Fruit for resale; and (v) Class Counsel.

2.49 “Settlement Class Member” means any Person who is a Class Member and does not validly Opt-Out of the Settlement Class in the manner and time prescribed by the Court in the Preliminary Approval Order.

2.50 “Settlement Hotline” means the call center with a voice recorded interactive voice response system providing straightforward and user-friendly answers to frequently asked questions about class action settlements generally and information about the Action, the Settlement, and relevant documents.

2.51 “Settlement Notice” means a long form notice substantially in the form attached as Exhibit B-1, to be approved by the Court, and to be disseminated in accordance with Section V of this Agreement.

2.52 “Settlement Website” means the website to be created for this Settlement that will include straightforward and user-friendly information about the Action, the Settlement, and relevant documents, as well as electronic and printable forms relating to the Settlement, including the Claim Form, which can be submitted online or printed and mailed, and which Settlement Class Members can visit to read or request additional information regarding the Settlement. The Settlement Website will not include any of Defendant’s logos or trademarks. The Settlement Website shall be activated when Class Notice is commenced.

2.53 “Valid Claim” means a Claim Form submitted by a Settlement Class Member that is: (i) submitted in accordance with the directions accompanying the Claim Form and the provisions of the Settlement; (ii) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form; (iii) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (iv) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Central

time on the Claim Form Deadline; and (v) determined by the Settlement Administrator to qualify for Benefits under the terms of this Settlement. The Claims Administrator may require additional information from the Settlement Class Member to validate the Claim, including, but not limited to, questions regarding the validity or legitimacy of the physical or e-signature.

III. INJUNCTIVE RELIEF

3.1 By entering into this Agreement, Defendant is not admitting to any false advertising, intentional or negligent misrepresentation, deceptive trade practices, breach of any warranty, unjust enrichment, or to any wrongdoing or liability whatsoever regarding the Fruit, or to any wrongdoing or liability whatsoever. However, as part of this Settlement, Defendant agrees to either (i) include the explanatory language that is in the process of being added to certain labels (*i.e.*, “with other natural flavors and ascorbic and citric acids,” “with added vitamin C and natural flavors”) or similar language chosen by Defendant; (ii) remove the Added Ingredients from the Fruit; or (iii) remove the “in 100% juice” and “in 100% fruit juice” claims from the labels of the Fruit. The injunctive component of the Settlement is valued at \$3,500,000 and is included in the Settlement Amount.

IV. SETTLEMENT BENEFITS AND CLAIMS ADMINISTRATION

4.1 Subject to the rights and limitations set forth in this Agreement, every Settlement Class Member shall have the right to submit a Claim for a Settlement Benefit. A Claim shall be a Valid Claim only if submitted on the Claim Form, which may be accessed online, pursuant to and in compliance with the procedures set forth herein. Submission of a Claim, regardless of whether it is determined to be a Valid Claim, shall confer no rights or obligations on any Party, any Class Member, or any other Person, except as expressly provided herein.

4.2 At the election of the Class Member, a Claim Form may be submitted in paper via first class mail or online at the Settlement Website. A Claim Form must be postmarked or submitted online no later than the Claim Form Deadline. A Claim Form postmarked or submitted online after that date will not be a Valid Claim. For Claim Forms that are submitted online, the Class Member shall have the opportunity to upload Proof of Purchase image files (*e.g.*, jpeg, tif, pdf).

4.3 For a Claim to be deemed a Valid Claim by the Settlement Administrator A Class Member, or a Person with legal authority to act on behalf of a Class Member, must on the Claim Form provide the following information and sign the Claim Form physically or by e-signature under the penalty of perjury:

- (a) The Class Member's name and mailing address;
- (b) The Class Member's email address (unless the Class Member returns the claim form by mail, in which case an email address is optional); and
- (c) Certification that the claimed purchases were made for non-commercial purposes and not for the purpose of resale.

4.4 To be eligible for a Benefit, a Settlement Class Member must timely submit a Claim Form. Claimants who submit a Valid Claim, as determined by the Settlement Administrator, shall receive a Benefit.

4.5 In consideration for the Settlement and Releases given herein and subject to the rights, terms, and conditions of this Agreement, Defendant will, five (5) days after the Effective Date, pay or cause to be paid Valid Claims as follows:

- Settlement Class Members who elect to fill out the Claim Form and who provide valid Proof of Purchase shall have the right to claim \$0.15/product, up to a total of 120 products maximum, or \$18.00 in cash.
- Settlement Class Members who elect to fill out the Claim Form but who cannot or do not provide valid Proof of Purchase shall have the right to claim \$0.15/product, up to a total of 60 products maximum, or \$9.00 in cash.

For the avoidance of doubt, a Settlement Class Member may file only a single Claim electing a cash Benefit. Only one Claim per Household is eligible. Additionally, the actual amount paid to Settlement Class Members may depend upon the number of Valid Claims. Defendant shall be responsible for paying on a claims-made basis the monetary component of the Settlement Amount, in an amount not to exceed \$4,303,125. If the total amount of Valid Claims exceeds \$4,303,125, then the Benefit payable to each Claimant shall be reduced pro rata, such that Defendant's maximum liability under this Agreement for Valid Claims shall not exceed \$4,303,125 in the aggregate.

4.6 The Settlement Administrator shall be responsible for, among other things, providing notice as set forth in the Media Plan, processing Claim Forms, administering the Settlement Website and Settlement Hotline, the Opt-Out process, and Benefit claims process described herein (including receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding Opt-Out requests from the Settlement Class). To prevent the payment of fraudulent Claims and to pay only Valid Claims, the Settlement Administrator will use adequate and customary procedures and standards. If the Settlement Administrator or Parties detect or reasonably suspect any fraud, the Settlement Administrator may require additional information from any Person

who has submitted a claim or deny claims the Settlement Administrator deems to be fraudulent, subject to the supervision of the Parties and ultimate oversight by the Court.

4.7 The determination of validity of Claims shall occur at least twenty-one (21) days before the Fairness Hearing. The Settlement Administrator shall approve or deny all Claims, and its decision shall be final and binding, except that Plaintiffs' Counsel and Defendant shall have the right to audit claims and to challenge the Settlement Administrator's decision by motion to the Court.

4.8 A Party's choice not to audit the validity of any one or more Claim Forms shall not constitute or be construed as a waiver or relinquishment of that Party's right to audit any other Claim Form, individually or as a group, and similarly shall not be construed as a waiver or relinquishment by the Party as to any of its other rights under this Agreement. Nothing in this Agreement or claims process creates a claim by any Person against the Class Representative, Class Counsel, Defendant, Defendant's counsel, or the Settlement Administrator related to the determination of the validity of any Claim or to distributions or awards made pursuant to this Settlement. All relief shall be solely as provided set forth in this Agreement and the Final Approval Order. Further, neither Plaintiffs nor Defendant, nor their respective counsel, shall have any liability whatsoever for any act or omission of the Settlement Administrator.

4.9 Settlement Class Members who submitted a Valid Claim will have the opportunity to select an electronic payment option on the Claim Form for payment of Valid Claims.

4.10 All Benefit Payments in the form of checks shall be negotiable for one hundred twenty (120) days after the date of issuance and shall be mailed on the date of issuance. If a Benefit Payment in the form of a check is not cashed or deposited within one hundred twenty (120) days of its issuance, the Settlement Class Member shall not be entitled to any further payment under this Agreement. If a Benefit Payment is returned as undeliverable, the Settlement Administrator shall send an email to the Claimant, if an email address was provided with the Claim, to attempt to obtain a current address; if a

new mailing address is obtained, the Settlement Administrator shall mail the Benefit Payment to the new address, but shall have no other obligation to skip-trace or obtain an updated address. If such Claimant did not provide an email address with the Claim, the Settlement Administrator shall perform skip-tracing and re-mail the Benefit Payment to any new address discovered through the skip-tracing process. The return or failure to cash checks or, for those Settlement Class Members that elected to receive electronic payment, to provide the information required to issue a payment, shall have no effect on a Settlement Class Member's release of claims, obligations, representations, or warranties as provided herein, which shall remain in full effect.

4.11 No deductions for taxes will be taken from any Benefit at the time of distribution. Settlement Class Members are responsible for paying all taxes due on such Benefits. All Benefit Payments shall be deemed to be paid solely in the year in which payments are actually issued. The Parties do not purport to provide legal advice on tax matters to each other or to Settlement Class Members. To the extent this Agreement, or any of its Exhibits or related materials, is interpreted to contain or constitute advice regarding any U.S. Federal or any state tax issue, such advice is not intended for use by and should not be used by any Person for the purpose of avoiding penalties under the Internal Revenue Code or any state tax laws.

4.12 Defendant shall be responsible for paying all fees and expenses incurred by the Settlement Administrator in administering claims and performing the other tasks set forth in this Agreement. Such fees and expenses shall be in addition, not part of or subject to, the cap on the Settlement Amount. The amount and timing of payments for Administration Services shall be addressed by Defendant and the Settlement Administrator separately.

V. NOTICE

5.1 Prior to the Notice Date, the Settlement Administrator shall establish the Settlement Website, which shall contain the Settlement Notice with a clickable table of contents,

which shall include answers to frequently asked questions; a Contact Information page that includes the address for the Settlement Administrator and addresses and telephone numbers for Class Counsel and Defendant's counsel; this Agreement; the signed Preliminary Approval Order; a downloadable and online version of the Claim Form; and an online version of a form by which Settlement Class Members may Opt-Out of the Settlement Class. Once filed, the Motion for Final Approval of the Settlement and the Motion for Fee Application and Class Service Award Application will also be available on the Settlement Website.

5.2 The Settlement Website and Settlement Hotline shall remain accessible for at least sixty (60) days after all Benefit Payments are distributed.

5.3 Notice shall be provided as outlined in the Media Plan. The Settlement Administrator shall provide a declaration in support of Preliminary Approval attesting that the Media Plan is the best notice that is practicable under the circumstances, including the reasons for selections of the methods of notice and computation of the expected reach of the notice.

5.4 The Parties shall supervise the Settlement Administrator in the performance of the notice functions set forth in this Section. At least fourteen (14) days prior to the Final Approval Hearing, the Settlement Administrator shall provide a declaration stating that it provided notice as required herein, attesting to the number of impressions and reach of the notice, and stating how many direct notices were delivered and how many were returned undelivered.

VI. CLASS COUNSEL'S APPLICATION FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES AND CLASS SERVICE AWARD

6.1 The Parties agree, subject to Court approval, Stuart L. Cochran and Blake E. Mattingly, Cochran Law PLLC; David C. Nelson, Nelson & Nelson, Attorneys at Law, P.C.; Matthew Armstrong, Armstrong Law Firm LLC; and Robert L. King, Law Office of Robert L. King shall be appointed Class Counsel for the Settlement Class. If the Settlement does not receive

Court approval and become final and effective, the Parties will return to the status quo ante, including that Plaintiffs' Counsel will cease to be appointed Class Counsel for any class. Defendant does not waive and instead expressly retains the right to contest Plaintiffs' Counsel's requests to be appointed as counsel for any litigation class in later contested proceedings in these Actions or any other litigations.

6.2 No later than fourteen (14) days prior to the Exclusion and Objection Deadline, Class Counsel will submit to the Court an application seeking a Fee Award that does not exceed \$2,175,000 (the "**Fee Application**"). In addition, each Class Representative may seek a Class Service Award as compensation for his or her efforts in bringing the Action and achieving the benefits of the Settlement on behalf of the Settlement Class ("**Class Service Award Application**"). Defendant will not object to the Class Service Award Application if it does not exceed \$5,000 to each Plaintiff. The Class Service Award shall be paid from Class Counsel's Fee Award. Court approval of Class Counsel's Fee Award and Class Service Award will not be a condition of the Settlement. If the Court denies, in whole or part, Class Counsel's Fee Application and/or Class Service Award Application, or if any Fee Award or Class Service Award ordered by the Court is the subject of any appeal, the remainder of the terms of this Agreement shall remain in effect. In addition, no interest will accrue on such amounts at any time. Class Counsel, Plaintiff, and Class Representative agree not to request, or to accept, any award inconsistent with the terms and conditions of this Agreement, including this Section 6.2.

6.3 Defendants agree to pay the Fee Award approved by the Court within twenty (20) days of the Effective Date.

6.4 The Attorneys' Fees and Expenses awarded by the Court as set forth in this Section VI shall be the total obligation of Defendant to pay attorneys' fees and expenses of any kind to

Class Counsel in connection with the Actions and this Settlement. In no event shall Defendant be obligated to pay to Class Counsel any amount larger than the amount set forth in Section 6.2.

6.5 Any payment of a Class Service Award as set forth in this Section VI and Benefit from the submission of a Valid Claim shall be the total obligation of Defendant to pay money to Class Representative in connection with this Action and this Settlement. In no event shall Defendant be obligated to pay to Class Representative any amount larger than the amount set forth herein other than for a Class Service Award as set forth in this Section VI and a Benefit from the submission of a Valid Claim pursuant to Section IV of this Agreement.

6.6 Class Counsel shall provide Defendant with all necessary accounting and tax information, including W-9 forms, with reasonable advance notice to allow Defendant to make the Attorneys' Fees and Expenses award payment as set forth above. Once Defendant makes the Fee Award payment, Defendant shall have no further obligation to pay any additional sums to Class Counsel, nor any responsibility for, interest in, or liability whatsoever with respect to any payment to Class Counsel and shall be held harmless and indemnified by Class Counsel for the disbursements of the Fee Award, from the Settlement Administrator to Class Counsel, as directed in writing by Class Counsel.

6.7 Defendant shall be responsible for paying its own attorneys' fees and expenses.

VII. CLASS SETTLEMENT PROCEDURES

7.1 Settlement Approval. As soon as practicable after the signing of this Agreement, Plaintiff shall move for an order granting Preliminary Approval to this Agreement as within the range of possible final approval (i) conditionally certifying the Settlement Class for purposes of this Settlement only; (ii) approving Class Notice to the Settlement Class Members as described in Section V herein; (iii) approving the Claim Form in a form substantially similar to the one attached

hereto as Exhibit A; and (iv) setting a hearing to consider final approval of the Settlement and any Objections thereto. Defendant shall have no obligation to make separate filings in support of the motion. Defendant shall appear at the hearing to confirm its agreement with the terms of the Settlement as provided herein.

7.2 Final Approval Order and Judgment. No later than fourteen (14) days prior to the Final Approval Hearing, Plaintiff shall move for entry of an order of final approval, granting final approval of this Settlement and holding this Agreement to be final, fair, reasonable, adequate, and binding on all Settlement Class Members who have not excluded themselves as provided herein, and ordering that the settlement relief be provided as set forth in this Agreement, approving and ordering the releases as set forth in Section IX, and entering final judgment dismissing with prejudice all claims asserted in, or that could have been asserted in, this Action. Defendant shall have no obligation to make separate filings in support of the motion. Defendant shall appear at the hearing to confirm its agreement with the terms of the Settlement as provided herein.

7.3 Objections. Any Class Member, on his or her own, or through an attorney hired at his or her own expense, may object to the terms of the Settlement. Any such Objection must be filed with the Court and received by Class Counsel, Defendant's counsel, and the Settlement Administrator no later than the Objection Deadline. To be effective, any such Objection must be in writing and include the contents described below:

- (a) Identification of the objection as pertaining to the case by reference to the case name, number, and court, which are *Blankenship v. Dole Packaged Foods, LLC*, Case No. 23-LA-0361, in the Circuit Court for the Twentieth Judicial Circuit, County of St. Clair, State of Illinois

- (b) The name, address, telephone number, and, if available, the email address of the Person objecting, and if represented by counsel, of the objector's counsel;
- (c) A written statement of all grounds for the Objection, accompanied by any legal support for such Objection;
- (d) A statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel;
- (e) A statement of facts that establish the objector's membership in the Settlement Class, including all information required by the Claim Form;
- (f) A detailed list of all other objections submitted by the objector or the objector's counsel to any class action settlement in any court in the United States in the previous five (5) years. If the objector or the objector's counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, the objector shall affirmatively state that fact in the written materials provided in connection with the Objection to this Settlement; and
- (g) The objector's signature or other duly authorized representative of the objector (along with documentation setting forth such representation) and the signature of the objector's attorney.

Any Class Member who fails to timely file and serve a written Objection containing all of the information listed in the items (a) through (g) directly above, including notice of his/her intent to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement and

shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by any means, including, but not limited to, an appeal.

Any Class Member who submits a timely written Objection shall consent to deposition at the request of Class Counsel or Defendant's counsel, to occur at least five (5) days prior to the Final Approval Hearing.

If any Objection is received by the Settlement Administrator, the Settlement Administrator shall forward the Objection and all supporting documentation to counsel for the Parties. The failure of the Class Member to comply with the filing requirements of Section 7.3 shall be grounds for striking and/or overruling the Objection, even if the Objection is otherwise timely submitted to the Settlement Administrator.

A Class Member who objects to the Settlement may also submit a Claim Form on or before the Claim Form Deadline, which shall be processed in the same way as all other Claim Forms. A Class Member shall not be entitled to an extension to the Claim Form Deadline on the grounds that the Class Member has also submitted an objection.

7.4 Opt-Out Requests. If any Class Member wishes to Opt-Out of (in other words, be excluded from) this Settlement, the Class Member may do so by completing the online exclusion form at the Settlement Website; downloading and submitting to the Settlement Administrator a completed exclusion form; or submitting to the Settlement Administrator a written request for exclusion, as described in the Notice. Opt-Out requests must be postmarked by the Opt-Out Deadline or they shall not be valid. Class Members who elect to Opt-Out of this Settlement shall not be permitted to object to this Settlement or to intervene. Class Members shall be encouraged, but not required, to provide their email addresses in their requests for exclusion. So-called "mass" or "class" opt-outs shall not be allowed. Any request for exclusion must be

made individually by each Person who seeks to Opt-Out. For the avoidance of doubt, any Class Member who does not individually and timely Opt-Out of this Settlement will be deemed a member of, and will be included within, the Settlement Class.

At least five (5) days prior to the Final Approval Hearing, the Settlement Administrator shall prepare a list of the names of the persons who, pursuant to the Settlement Notice, have Opted-Out from the Settlement Class in a valid and timely manner, and Class Counsel shall file that list with the Court.

If a Class Member submits both a Claim Form and an Opt-Out request, the Claim Form shall take precedence and be considered valid and binding, and the Opt-Out request shall be deemed to have been sent by mistake and rejected.

The Class Representatives affirmatively support this Settlement and agree not to Opt-Out of this Settlement. Neither Plaintiffs, Class Counsel, Defendant, or its counsel shall in any way encourage any Class Member to Opt-Out or discourage any Class Member from participating in this Settlement.

7.5 Effect if Settlement Not Approved or Agreement Is Terminated. This Agreement was entered into only for purposes of Settlement. In the event that preliminary or final approval of this Settlement and this Agreement do not occur for any reason, or if the Final Approval Order is reversed on appeal, or the Agreement is terminated pursuant to Section 13.1, then no term or condition of this Agreement, or any draft thereof, or discussion, negotiation, documentation, Defendant's confidential business and sales records, or other part or aspect of the Parties' Settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose in the Action, or in any other proceeding; and the Action shall continue as if the Settlement had not occurred. The Parties agree that all drafts, discussions, negotiations,

documentation, or other information prepared or provided in relation to this Agreement, and the Parties' settlement discussions, shall be treated as strictly confidential and may not, absent a court order, be disclosed to any Person other than the Parties' counsel, and only for purposes of the Action. Even in the event of termination of the Agreement, Defendant shall bear all costs and expenses as set forth in Section VIII of this Agreement, and all costs and expenses incurred prior to the termination date by the Settlement Administrator in administering claims, as provided in Section IV of this Agreement.

VIII. COSTS OF NOTICE AND ADMINISTRATION

In addition to providing to Settlement Class Members the Benefits described in Section IV above, Defendant will pay the actual fees and expenses incurred for Administration Expenses. Notwithstanding anything to the contrary herein, Defendant shall not be responsible for any cost that may be incurred by, on behalf of, or at the direction of, Plaintiffs or Class Counsel including but not limited to in: (i) responding to inquiries about the Agreement, the Settlement, or the Action; (ii) posting the Publication Notice on Class Counsel's website, should that occur; (iii) defending the Agreement or the Settlement against any challenge to either or both of them; or (iv) defending against any challenge to the Preliminary Approval Order, Final Approval Order, or judgment entered pursuant to the Agreement.

IX. RELEASES

9.1 Upon the entry of a Final Approval Order and without any further action by the Court or by any Party to this Agreement, the Settlement Class Members and Plaintiff, including any Person claiming rights derivative of any Settlement Class Member or Plaintiff as their parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, executor, devisee, predecessor, successor, assignee, assigns, representative of any kind, shareholder, partner,

director, employee or affiliate, shall be deemed to have, and by operation of the judgment shall have fully, finally, and forever released, relinquished, and discharged against the Released Parties all Released Claims (including, without limitation, any unknown claims), as well as any claims arising out of, relating to, or in connection with, the prosecution, defense, mediation, settlement, disposition, or resolution of the Actions or the Released Claims.

9.2 Without limiting the foregoing, the Releases specifically extend to any claims, that the Releasing Parties do not know or suspect to exist in their favor at the time that the Settlement, and the Releases contained herein, become effective. This Section constitutes a waiver of any and all provisions, rights, and benefits conferred by any law of any state of the United States, or principle of common law or otherwise, which is similar, comparable, or equivalent to section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs understand and acknowledges the significance of these waivers of California Civil Code section 1542 and any other applicable federal or state statute, case law, rule, or regulation relating to limitations on releases. In connection with such waivers and relinquishment, the Releasing Parties acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

9.3 The Releasing Parties shall be deemed to have agreed that the release set forth herein will be and may be raised as a complete defense to and will preclude any action or proceeding based on the Released Claims. 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, attorneys' fees, obligations, judgments, expenses, compensation, or liabilities, at law or in equity, whether now known or unknown, suspected or unsuspected, contingent or absolute, whether existing now or arising in the future, whether asserted or that could or might have been asserted, that Releasing Parties now have or may have against the Released Parties by reason of any act, omission, harm, matter, cause, or event whatsoever arising out of the initiation, prosecution, or settlement of the Action or the claims and defenses asserted in, or that could have been asserted in, the Action.

9.4 Notwithstanding the above, the Court shall retain exclusive jurisdiction over the Parties and the Agreement with respect to the future performance of the terms of the Agreement, and to assure that all payments and other actions required of any of the Parties by the Settlement are properly made or taken.

9.5 For the avoidance of doubt, neither the Releases nor anything else in this Agreement is intended to release or waive any right or claim to enforce the terms of this Agreement and the Settlement.

X. FINAL JUDGMENT AND SETTLEMENT APPROVAL

This Agreement is subject to and conditioned upon the issuance by the Court of the Final Approval Order, in substantially the same form as the proposed Final Approval Order attached as Exhibit E, that finally certifies the Settlement Class for the purposes of this Settlement, grants final approval of the Agreement, enters final judgment dismissing this Action with prejudice, and

provides all other relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder. If the Court does not enter the Final Approval Order in substantially the same form as the proposed Final Approval Order attached as Exhibit E, Defendant shall have no obligation under this Agreement other than to pay the Settlement Administrator for Administration Services already performed under any agreement between Defendant and the Settlement Administrator.

XI. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to, and agrees with, the other Party as follows:

11.1 Each Party has had the opportunity to receive, and has received, independent legal advice from his or her or its attorneys regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.

11.2 Defendant represents and warrants: (i) that it has the requisite corporate power and authority to execute, deliver, and perform the Agreement and to consummate the transactions contemplated hereby; (ii) that the execution, delivery, and performance of the Agreement and the consummation by them of the actions contemplated herein have been duly authorized by necessary corporate action on the part of Defendant; and (iii) that the Agreement has been duly and validly executed and delivered by Defendant and constitutes its legal, valid, and binding obligations.

11.3 Each Class Representative represents and warrants that she is entering into the Agreement on behalf of herself individually and as a proposed representative of the Settlement Class Members of her own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. The Class Representatives represent and warrant that they have reviewed the terms of the Agreement in

consultation with Class Counsel and believe them to be fair and reasonable, and covenants that they will not file an Opt-Out request from the Settlement Class or object to the Agreement.

11.4 Each Class Representative represents and warrants that no portion of any claim, right, demand, action, or cause of action against any of the Released Parties that the Class Representative has or may have arising out of the Action or pertaining to her purchase and/or use of the Fruit or its Labeling otherwise referred to in this Agreement, and no portion of any recovery or settlement to which the Class Representative may be entitled, has been assigned, transferred, or conveyed by or for the Class Representative in any manner; and no Person other than the Class Representative has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement.

11.5 No Party relies or has relied on any statement, representation, omission, inducement, or promise of the other party (or any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement or entering the Settlement provided for herein, except as expressly stated in this Agreement.

XII. NO ADMISSION OF FAULT

This Agreement and every term contained in it is conditioned upon final approval by the Court and is made for settlement purposes only. Whether or not consummated, this Agreement shall not be construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession, or an admission by Plaintiff, Defendant, any Settlement Class Member, or any Released Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing, or otherwise of such Party.

XIII. MISCELLANEOUS PROVISIONS

13.1 Termination of Agreement. The Parties shall each have the right to terminate this Settlement by providing written notice of its election to do so to the other Party within thirty (30) days of:

- (a) the Court declining to enter the Preliminary Approval Order in substantially the form attached hereto or failing to maintain preliminary approval of the Agreement in a form materially similar to the one set forth in the Agreement;
- (b) the Court refusing to approve this Agreement or any material part of it;
- (c) the Court (or any court to which an appeal may be taken) requiring a notice program in addition to or in any form materially different from the Media Plan and/or Settlement Notice, which are attached hereto as Exhibits B-1 and B-2;
- (d) the Court materially modifying the Agreement in any manner; or
- (e) the Court (or any court to which an appeal may be taken) declining to enter the Final Approval Order in substantially the form of Exhibit E attached hereto (or affirming the entry of a Final Approval Order in substantially the form of Exhibit E).

13.2 Entire Agreement. This Agreement, together with the Exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter of the Settlement and supersedes all prior negotiations, communications, memoranda, and agreements between the Parties. Neither Plaintiffs nor Defendant is entering into this Agreement in reliance upon any representations, warranties, or inducements other than those expressly contained in this Agreement.

13.3 Execution Date. The Execution Date of this Agreement is the date on which all Parties execute the Agreement, but if not all Parties execute it on the same day, then the date on which the last Party executes the Agreement.

13.4 Change of Time Periods. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Class Counsel and Defendant's counsel, without notice to Class Members except that the Settlement Administrator shall ensure that such dates are posted on the Settlement Website and provided on the Settlement Hotline.

13.5 Extension of Time. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

13.6 Media and Contact of Class Members. Except as required by the Parties in accordance with applicable law, rule, or regulation (*e.g.*, securities law, rules, or regulations), or any other exception expressly provided herein, to avoid contradictory, incomplete, or confusing information about the Settlement, the Parties agree that if they intend to make any written press releases, disclosures on their websites, or statements to the media about or promotional materials that reference the existence or terms of the Settlement or the Action, unless such releases or statements are identical to statements contained in this Agreement or the Exhibits, such releases or statements must be approved by the other Party in advance and, where desired by the other Party, made jointly. Any Party may respond to inquiries initiated by the media, and in doing so may decline to comment, but otherwise shall only refer the inquiring entity to the Class Notice, a statement approved by the other Party, or defer to the court file in this Action, but shall not provide any further comment. Nothing provided herein shall prevent

Defendant from communicating with its clients, investors, or lenders about the Settlement or the Action without the prior approval of Class Counsel. Except as noted herein and by mutual agreement of the Parties, the Class Notice shall constitute the only communication with Class Members regarding the Settlement prior to the Final Fairness Hearing. Notwithstanding the foregoing, Class Counsel and counsel for Defendant may respond to inquiries initiated by Class Members and Class Counsel may communicate freely with Plaintiffs.

13.7 Commercially Reasonable Efforts to Effectuate This Settlement. The Parties and their counsel agree to recommend approval of this Settlement Agreement to the Court and to undertake their commercially reasonable efforts in good faith, including all steps and efforts contemplated by this Settlement Agreement and any other steps and efforts that may be necessary or appropriate to secure prompt Final Settlement Approval and otherwise carry out the terms of this Settlement Agreement. The Parties and their counsel agree to prepare and execute any additional documents that may reasonably be necessary to effectuate the terms of this Agreement. The Parties shall cooperate with the Settlement Administrator to the extent reasonably necessary to assist and facilitate the Settlement Administrator in carrying out its duties and responsibilities. The Parties will also cooperate so that Class Counsel may have such confirmatory discovery as is reasonably necessary to secure court approval of the Settlement.

13.8 Plaintiff's Authority. Class Counsel represents and warrants that it is authorized to take all appropriate actions required or permitted to be taken by or on behalf of either Plaintiff and, subsequent to an appropriate Court Order, the Settlement Class, in order to effectuate the terms of this Agreement and are also authorized to enter into appropriate modifications or amendments to this Agreement on behalf of Plaintiff and, subsequent to an appropriate Court Order, the Class Members.

13.9 Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Illinois, without regard to Illinois' conflict-of-laws principles.

13.10 Stay Pending Court Approval. Class Counsel and Defendant's counsel agree to stay all proceedings, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred. If, despite the Parties' best efforts, this Agreement should fail to become effective, the Parties will return to their prior positions in the Action, in accordance with Section 7.5 of this Agreement.

The Parties also agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of any Settlement Class Member in any other proceedings against any of the Released Parties that challenge the Settlement or otherwise assert or involve, directly or indirectly, a Released Claim.

13.11 Construing the Agreement. This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been initially drafted by counsel for only one of the Parties. It is recognized that this Agreement is the result of arm's-length negotiations between the Parties, and it is acknowledged that all Parties have contributed substantially to the preparation of this Agreement. Accordingly, the doctrine of *contra proferentum* shall not apply in construing this Agreement, nor shall any other such similar doctrine be applicable.

13.12 Evidentiary Preclusion. The Parties agree that, to the fullest extent permitted by law, neither this Agreement nor the Settlement, nor any act performed nor document executed pursuant to or in furtherance of this Agreement or the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim or of any wrongdoing or liability of the Released Parties; or (ii) is or may be deemed to be or

may be used as an admission of, or evidence of, any fault or omission of any Released Party or the appropriateness of class certification in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Additionally, any failure of the Court to approve the Settlement and/or any objections or interventions may not be used as evidence in the Action or any other proceeding for any purpose whatsoever. However, the Released Parties may file the Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

13.13 Effect of Non-Approval. In the event that this Agreement is not approved by the Court in substantially its present form, any Objection to the Settlement is sustained by the Court, or the Settlement does not become final for any reason, including Termination pursuant to Section 13.1 above, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties or the Class Members, and shall not be used in this Action or in any other action or proceeding for any purpose, and any order or judgment entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*. In such event, this Agreement and all negotiations, proceedings, documents prepared, and statements made in connection with this Agreement shall be without prejudice to any Party or Class Member and shall not be admissible or offered into evidence in any action or proceeding, and shall not be deemed, asserted, or construed to be an admission or confession by any Party or any other Person or entity of any fact, matter, or proposition of law, and shall not be used or asserted in any other manner or for any purpose,

and all Parties and Class Members shall stand in the same position as if this Agreement and Settlement had not been negotiated, made, or submitted to the Court.

13.14 Signatures. This Agreement may be executed in counterparts, and, when so executed, shall constitute a binding original; each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures sent by email shall be deemed original signatures and shall be binding.

13.15 Notices. Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by United States First Class Mail and email to:

1. If to Plaintiffs or Class Counsel:

Stuart L. Cochran
Cochran Law PLLC
8140 Walnut Hill Ln. Ste. 250
Dallas, TX 75231
stuart@scochranlaw.com

2. If to Defendant or Defendant's counsel:

Sarah L. Brew
Tyler A. Young
Faegre Drinker Biddle & Reath LLP
2200 Wells Fargo Center, 90 S Seventh Street
Minneapolis, MN 55402
sarah.brew@faegredrinker.com
tyler.young@faegredrinker.com

13.16 Good Faith. The Parties agree that they will act in good faith to promote the consummation of this Settlement and achievement of an Effective Date and will not engage in any conduct that will or may frustrate the purpose of this Agreement.

13.17 Protective Orders. All orders, settlement agreements and designations regarding the confidentiality of documents and information (“**Protective Orders**”) remain in effect, and all Parties and counsel remain bound to comply with the Protective Orders, including the provisions to certify the destruction of “Confidential” documents.

13.18 Binding on Successors. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Plaintiff, Settlement Class Members, and Defendants.

13.19 Arm’s-Length Negotiations. The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement have been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel and under the supervision of, and upon specific recommendations provided by, the Honorable Diane M. Welsh.

13.20 Waiver. All parties to the Agreement will expressly waive any and all rights they may have under any statute or common law principle that would limit the effect of the Release herein to those claims relating to the putative class action that were actually known to exist, or that the Parties should have known to exist, at the time of execution of this Agreement or that might have materially affected this Agreement.

13.21 Variance. In the event of any variance between the terms of this Agreement and any of the Exhibits hereto, the terms of this Agreement shall control and supersede the Exhibit(s).

13.22 Exhibits. All Exhibits to this Agreement are material and integral parts hereof and are incorporated by reference as if fully rewritten herein.

13.23 Taxes. No opinion concerning the tax consequences of the Agreement to any Plaintiff or Settlement Class Member is given or will be given by Defendant, Defendant’s counsel,

or Class Counsel; nor is any Party or their counsel providing any representation or guarantee regarding the tax consequences of the Agreement as to any Plaintiff or Settlement Class Member. Each Plaintiff (including Class Counsel) and Settlement Class Member is responsible for his/her/its tax reporting and other obligations respecting the Agreement, if any. Plaintiff (including Class Counsel) shall furnish Tax Residency Certificates (TRC) and No Permanent Establishment in India Certificate (No PE Certificate) to Defendant to enable appropriate deduction of withholding tax and, if tax credit is available to Plaintiff (including Class Counsel), towards withholding tax deducted, then the remittance amount will be adjusted accordingly.

13.24 Retain Jurisdiction. The Court shall retain exclusive jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court only for purposes of implementing and enforcing the terms of this Agreement.

13.25 Attorneys' Fees. Notwithstanding any of the provisions herein, if any Party finds it necessary to institute legal proceedings to enforce another Party's obligation under this Agreement, the prevailing Party in any such action shall be entitled to recover its reasonable and necessary attorneys' fees and costs.

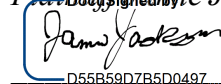
13.26 Support from the Parties. After full investigation, discovery, and arm's-length negotiations, and after considering the risks and costs of further litigation, Plaintiffs and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that this Settlement is in the best interests of the Settlement Class Members. Defendant and its counsel agree that the Settlement is fair, adequate, and reasonable in light of the merits and risks of the case. While continuing to deny all allegations of wrongdoing and disclaiming any liability with respect to any and all claims, Defendant considers it desirable

to resolve the controversy on the terms stated herein and have therefore determined that this Settlement is in its best interests. The Parties further agree that they shall support motions for entry of the Preliminary Approval Order and Final Approval Order.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

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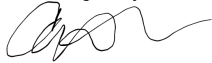
Plaintiff, Jamie Jackson



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Date: 6/22/2023

Plaintiff Carly Blankenship

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Date: 6/22/2023

Class Counsel

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Stuart Cochran
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Stuart L. Cochran

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6/22/2023
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Blake E. Mattingly

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David C. Nelson
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6/22/2023
Date: _____

David C. Nelson

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Matthew H. Armstrong
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Matthew Armstrong

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6/22/2023
Date: _____

Robert L. King

Defendant

Dole Packaged Foods, LLC

By: 

Date: 6/22/23

By: 

Date: 6/22/23