

STIPULATION OF CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between Plaintiffs Wayne Catalano, Barbara Speaks, Karen Radford, Tomoko Nakanishi, Veronica Pereyra, Christy Deringer, Roberta Sinico, Edmond Dixon, and Robert Katen (individually, each may be referred to as a “Named Plaintiff” and collectively, “Named Plaintiffs” or “Class Representatives”) and Defendants Lyons Magnus, LLC and TRU Aseptics, LLC (individually, each may be referred to as a “Settling Defendant” and collectively, the “Defendants” or “Settling Defendants”). Named Plaintiffs and the Settling Defendants are sometimes referred to together herein as the “Parties,” or any Named Plaintiff or Settling Defendant may be referred to individually herein as a “Party.”

I. RECITALS

1.1. On July 28, 2022, Defendants announced the voluntary recall of 53 nutritional and beverage products manufactured at their plant in Beloit, Wisconsin from April 1, 2022 through mid-July due to the presence of, and potential for contamination with, *Cronobacter sakazakii*. On August 10, 2022, Defendants expanded the recall to include 26 additional products and increased the recall period to include most of the products manufactured at the Beloit facility since the fall of 2021. The recall notices advised that anyone who had a recalled product in his or her possession should dispose of it immediately or return it to the place of purchase for a refund.

1.2. On August 11, 2022, the *Catalano* class action was filed on behalf of “all consumers who purchased the Products anywhere in the United States during the Class Period,” in the United States District Court for the Southern District of New York. The *Catalano* Action alleged violations of New York General Business Law Section 349 and Section 350 and breach of express warranty claims. Similar class action lawsuits arising from the same recall were filed

in California, Illinois, Florida, North Carolina, and South Carolina (collectively with the *Catalono* action, the “Actions” or the “Litigation”) alleging violations of state consumer protection laws, breach of express and implied warranty, unjust enrichment, and negligent and/or fraudulent misrepresentation and omission claims. A list of the individual actions is attached as Exhibit D. On April 14, 2023, Named Plaintiffs in all of the Actions filed a consolidated class action complaint in the *Catalono* action, alleging violations of state consumer protection laws, breach of express and implied warranty, unjust enrichment, and negligent and/or fraudulent misrepresentation and omission claims (the “Litigation”).

1.3. In November and December of 2022, Defendants moved to dismiss the complaints in each of the Actions on the grounds that, among other things, plaintiffs lacked individual standing, plaintiffs failed to state a claim upon which relief could be granted, lack of privity of contract, failure to meet the Fed. R. Civ. P. 9(b) pleading standard, and failure to plead necessary elements of various state law claims.

1.4. In December of 2022, the Parties agreed to stay discovery and motion practice in all pending actions and engage in private mediation.

1.5. The Settlement was reached as a result of extensive arms-length negotiations between the parties and the counsel, facilitated by a mediation with a respected and experienced mediator, the Honorable Judge Steven Gold (Ret.) of JAMS, on March 14, 2023. Before and during these settlement discussions and mediation, the Parties had arms’-length exchange of sufficient information to permit Plaintiffs and their counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions. The Parties did not discuss Attorneys’ Fees or Attorneys’ Costs or any potential Service Award until they first agreed on the substantive terms of this settlement.

1.6. Defendants deny all of Plaintiffs' allegations and all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged against it, in the Actions.

1.7. The undersigned Parties agree, subject to approval by the Court, that the Litigation between Plaintiffs and Settlement Class Members, on the one hand, and Defendants, on the other hand, shall be fully and finally compromised, settled and released on the terms and conditions set forth in this Agreement.

1.8. Plaintiffs, as class representatives and their counsel, believe that the claims settled have merit, but they and their counsel recognize and acknowledge the risks, uncertainty and expense of continued proceedings necessary to prosecute the claims through trial and appeal.

1.9. Named Plaintiffs' Counsel have conducted a thorough investigation into the facts of the Actions, including formal and informal exchanges of information and review of data, documents, and records. Class Counsel are knowledgeable about and have done extensive research with respect to the applicable law and potential defenses to the claims in the Actions. Class Counsel have diligently pursued an investigation of the Class Members' claims against Defendants. Plaintiffs' Counsel has analyzed and evaluated the merits of all Parties' contentions and this settlement as it affects all Parties and the Settlement Class Members. Among the risks of continued litigation are the possibility that Plaintiffs will be unable to prove liability, damages, or entitlement to injunctive relief at trial on a classwide or individual basis. In addition to taking into account the uncertain outcome and risk of the litigation, Plaintiffs' Counsel considered the difficulties and delay inherent in such litigation.

1.10. Based on the documents and information provided by Defendants, and their own independent investigation, Class Counsel are of the opinion that this settlement with

Defendants for the consideration and on the terms set forth in this Stipulation of Class Action Settlement is fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendants, and numerous potential appellate issues relating to legal issues which are currently unsettled.

1.11. Plaintiffs and Plaintiffs' Counsel, after taking into account 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 Litigation and the prompt provision of effective relief to the Settlement Class are in the best interests of the Settlement Class Members. Defendants and Defendants' counsel agree that the settlement is fair, reasonable, and adequate.

1.12. Defendants deny all of the Named Plaintiffs' claims as to liability and damages both as to the Named Plaintiffs and to the Settlement Class, and do not waive, but rather expressly reserve, all rights to challenge such claims and allegations upon all legal, procedural, and factual grounds should this Settlement Agreement not be finalized. Defendants also deny that Plaintiff, the Settlement Class, or any member of the Settlement Class have suffered damage or harm by reason of any alleged conduct, statement, act, or omission of Defendants. Defendants further deny that the Litigation meets the requisites for certification as a class action under Rule 23 of the Federal Rules of Civil Procedure, except for purposes of settlement, or that the evidence is sufficient to support a finding of liability on any of Plaintiff's claims in the Litigation. However, Defendants consider it desirable to resolve the litigation pursuant to this Settlement Agreement in order to avoid any further burden, expense, business interruption, and inconvenience resulting from ongoing lawsuits and accordingly have determined that this Settlement Agreement is in Defendants' best interests.

1.13. The Parties enter into this Settlement Agreement on a conditional basis.

In the event the Court does not enter an Order Granting Final Approval, or in the event that such Order Granting Final Approval does not become final for any reason, or in the event that the Effective Date, as defined herein, does not occur, this Settlement Agreement will be deemed null and void *ab initio*, and will be of no force or effect, and will not be referred to or utilized for any purpose. Should the Court not issue Preliminary Approval and Final Approval, Defendants do not waive, and instead expressly reserves, all rights to defend this Litigation.

1.14. Defendants hereby consent, solely for the purposes of the settlement set forth herein, to the certification of the Settlement Class and appointment of Plaintiffs' Counsel as counsel for the Settlement Class and Plaintiffs as representatives of the Settlement Class; provided, however, that if this Agreement fails to receive Court approval or otherwise fails to be executed, including but not limited to, the judgment not becoming final as provided in this Agreement, then Defendants retain all rights they 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, and the Litigation will continue as if the Settlement Class had never been certified. The fact that Defendants conditionally consented herein to certification of the Settlement Class shall not be used against Defendants by any Party or non-party for any purpose in this Litigation or any other action, lawsuit, or proceeding of any kind whatsoever.

1.15. This Settlement Agreement reflects a compromise reached to end litigation, and shall in no event be construed as or be deemed an admission or concession by any Party of any wrongdoing or unlawful action alleged in the Actions or any other matter, or of any fault on the part of any Defendant, and all such allegations are expressly denied. The Settlement Agreement will not be deemed an admission or concession by any Party of the truth of any allegation or the validity of any purported claim or defenses in any of the pleadings or filings in

the Actions. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability, by or against any Party hereto.

1.16. The parties agree, subject to Final Judicial Approval as defined herein and compliance with the conditions set forth below, that the claims at issue are settled, compromised, and released and should be dismissed with prejudice.

1.17. The Parties stipulate and agree to the following terms of this Settlement Agreement with the intent that this Agreement fully and finally dispose of the Actions and the Released Claims as defined herein:

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 to this Agreement, subject to Court approval, under the following terms and conditions:

II. DEFINITIONS

Capitalized terms in this Agreement shall be defined as follows:

2.1. The terms “**Agreement**,” “**Settlement Agreement**,” and “**Settlement**” mean the final, operative version of this fully executed Stipulation of Class Action Settlement, including all Exhibits thereto, which the Parties acknowledge sets forth all the material terms and conditions of the Settlement between them and which is subject to Court approval.

2.2. “**Attorneys’ Costs**” means any such funds as may be awarded by the Court consistent with the terms of this Agreement to reimburse Plaintiff’s Counsel for their costs and expenses, including but not limited to, any expenses of any co-counsel, local counsel, experts, consultants, or other individuals retained by, or who assisted Plaintiffs’ Counsel in connection with this Litigation and settlement, as described more particularly in Section V of this Agreement.

2.3. **“Attorneys’ Fees”** means such funds as may be awarded by the Court consistent with the terms of this Agreement to Plaintiffs’ Counsel for their past, present, and future work, efforts, and expenditures in connection with this Litigation and settlement,

2.4. **“Available Settlement Funds”** means that the Settlement Fund net of notice and administration costs, service awards, Attorneys’ Fees, and Attorneys’ Costs.

2.5. **“Claim Administrator”** means, subject to Court approval, _____, unless another third-party administrator is later agreed to by the Parties in writing and approved by the Court.

2.6. **“Claim Filing Deadline”** means sixty (60) days prior to the initially scheduled hearing date on Final Approval.

2.7. **“Claim Form”** means a form in substantially the same form as Exhibit A hereto.

2.8. **“Claim Period”** means the period beginning on the Notice Date and continuing until the Claim Filing Deadline.

2.9. **“Class Period”** means the earliest date of manufacture of any Covered Product through the date of Preliminary Approval of the Settlement, inclusive.

2.10. **“Class Representatives”** and **“Named Plaintiffs”** means and refers to Wayne Catalano, Barbara Speaks, Karen Radford, Tomoko Nakanishi, Veronica Pereyra, Christy Deringer, Roberta Sinico, and Edmond Dixon.

2.11. **“Court”** means the United States District Court for the Southern District of New York.

2.12. **“Covered Products”** means any of the products specified on attached **Exhibit E**, which products were produced and/or distributed by Defendants.

2.13. .

2.14. “**Defense Counsel**” means Ross A. Wilson and Gary E. Becker of DINSMORE & SHOHL, LLP.

2.15. “**Effective Date**” means ten (10) days after the later of: (i) the expiration of the time for consumers to appeal the Final Approval with no appeal having been filed; or (ii) if such appeal is filed, the termination of such appeal, on terms that affirm the Final Approval or dismiss the appeal with no material modification to the Final Approval. As used in this paragraph, the phrase “termination of such appeal,” means the date upon which the relevant appellate court issues its remittitur. “

2.16. “**Excluded Persons**” are (1) the Honorable Judge Kenneth A. Karas and members of his immediate family; (2) Defendants; (3) any entity in which a Defendant has a controlling interest; (4) any of Defendants’ subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; and (5) any persons who timely exclude themselves from the Settlement Class.

2.17. “**Exclusion Deadline**” means sixty (60) days prior to the initially scheduled hearing date on Final Approval.

2.18. “**Final**” means that all of the events necessary for there to be an Effective Date have occurred, and the Settlement has become completely final and there is no further recourse by an appellate or objector who seeks to contest the Settlement.

2.19. “**Final Approval**” means issuance of an order granting final approval of this Agreement as binding upon the Parties; holding this Agreement to be final, fair, reasonable, adequate, and binding on all Settlement Class Members who have not excluded themselves as provided below; ordering that the settlement relief be provided as set forth in this Agreement; ordering the releases as set forth in Section VII, of this Agreement; entering judgment in this

case; and retaining continuing jurisdiction over the interpretation, implementation, and enforcement of the settlement.

2.20. “**Household**” means a single dwelling unit, no matter the number of natural persons residing therein.

2.21. “**Initial Settlement Administration Payment**” means an initial seventy-five thousand dollar (\$75,000.00) payment made to the Settlement Administrator by Defendants. This payment is separate from and in addition to Defendants’ obligation to fund the Settlement Fund.

2.22. “**Litigation**” means and refers to the Class Action lawsuits cited herein, as well as all prior lawsuits pending as of the date of the mediation that resulted in this Settlement Agreement. A list of those lawsuits is attached herein as **Exhibit D**.

2.23. “**Long Form Notice**” means the Court-approved form of notice to Settlement Class Members in substantially the same form as Exhibit B1.

2.24. “**Notice Date**” means thirty (30) days after the date of Preliminary Approval.

2.25. “**Notice Plan**” means the procedure for providing notice to the class, as set forth in Exhibit B.

2.26. “**Objection Deadline**” means sixty (60) days prior to the initially scheduled hearing date on Final Approval.

2.27. “**Online Advertisement**” means the Court-approved advertisement to Settlement Class Members in substantially the same form as Exhibit B3.

2.28. “**Parties**” means Plaintiffs and Defendants, collectively.

2.29. “**Party**” means any one of Plaintiff or Defendant.

2.30. “**Person(s)**” means any natural person or business entity.

2.31. “**Plaintiffs’ Counsel**” means The Sultzer Law Group, P.C., Levin, Sedran, & Berman LLP, Poulin Willey Anastopoulo, Bradley/Grombacher LLP, and Aylstock Witkin Kreis and Overholtz.

2.32. “**Preliminary Approval**” means issuance of an order, substantially in the form of Exhibit C, granting preliminary approval to this Agreement as within the range of possible Final Approval; approving Class Notice to the Settlement Class Members as described in Section VI below; and setting a hearing to consider Final Approval of the settlement and any objections thereto.

2.33. “**Proof of Purchase**” means an itemized retail sales receipt or other document or photo of product or retail store club or loyalty card record showing, at a minimum, the purchase of a Covered Product, the purchase price, and the date and place of the purchase.

2.34. “**Released Claims**” means the claims released as set forth in Section VII of this Agreement.

2.35. “**Released Parties**” means Defendants and each and all of their respective predecessors and successors in interest, former, present and future direct and indirect affiliates, subsidiaries, divisions, parents, owners, and affiliates, and each and all of their respective present and former officers, directors, shareholders, members, lenders, investors, partners, employees, agents, representatives, and all other persons or entities under common control with Defendants, suppliers, resellers, retailers, wholesalers, distributors, customers, all other persons or entities in the chain of distribution of the Covered Products, insurers, assigns,

servants, attorneys, assignees, heirs, and executors, whether specifically named and whether or not participating in the settlement by payment or otherwise.

2.36. “**Service Award**” means any award sought by application to and approval by the Court that is payable to the Class Representatives to compensate them for their efforts in bringing this Litigation and achieving the benefits of this settlement on behalf of the Settlement Class. The Service Award shall be in addition to the Individual Settlement Amount that the Named Plaintiffs shall receive as a Participating Class Members.

2.37. “**Settlement Benefit**” means the benefits provided to Settlement Class Members as set forth in this Agreement.

2.38. “**Settlement Class**” or “**Settlement Class Members**” means all natural persons who, between the earliest date of distribution of any Covered Product and the date of Preliminary Approval, purchased in the United States any Covered Product for personal, family or household use, and not resale.

2.39. “**Settlement Fund**” means a total payment by Defendants of Three Million Five Hundred Thousand Dollars (\$3,500,000.00), all-in, inclusive of all payments to Plaintiffs and members of the Settlement Class, Service Awards, costs for notice and administration, and court-awarded attorneys’ fees and expenses. Any notice and settlement administration costs over and above the Initial Settlement Administration Payment will be paid from the Settlement Fund. The Settlement Fund is non-reversionary.

2.40. “**Settlement Website**” means an internet website created and maintained by the Claim Administrator. The URL of the Settlement Website shall be provided in the Notice Plan.

2.41. “**Short Form Notice**” means the Court-approved forms of email notice to Settlement Class Members in substantially the same form as Exhibit B2.

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2.42. “**Termination Date**” means the date that the Agreement is terminated as set forth in this Agreement.

2.43. “**Valid Claim**” means a claim submitted in compliance with this Agreement and determined to be valid by the Claim Administrator, and as further described in Section III of this Agreement.

III. SETTLEMENT BENEFITS AND CLAIMS ADMINISTRATION

3.1. The Claim Administrator shall establish an account for the Settlement Fund, which will be used to provide benefits to or on behalf of the Settlement Class. Defendants will contribute \$3,500,000 in cash to the Settlement Fund for payment of the following: (i) Valid Claim Forms for cash benefits submitted by Settlement Class Members pursuant to paragraph 3.8 below; (ii) the notice and other administrative costs actually incurred by the Claims Administrator, as described in paragraph 3.3(a) below; (iii) Attorneys’ Fees and Costs, as may be ordered by the Court and as described in paragraph 6.1 below, and (iv) any service award to the Class Representative, not to exceed \$500.00 per Class Representative, as may be ordered by the Court and as described in paragraph 6.2 below. In addition, Defendants will contribute an additional \$75,000 to be used to pay the first \$75,000 of notice and other administrative costs actually incurred by the Claims Administrator.

3.2. Defendants’ total financial commitment and obligation under this Settlement Agreement shall not exceed \$3,575,000.

3.3. Defendant shall make payments into the Settlement Fund in accordance with the following schedule:

- (a) Initial Settlement Notice and Administration Payment. Defendants shall make an initial seventy-five thousand dollar (\$75,000.00) payment made

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to the Settlement Administrator upon Preliminary Approval of the Settlement.

- (b) Notice and Other Administrative Costs. Amounts equal to the cost of publishing the Notice Plan and other administrative costs (as incurred), above and beyond the Initial Settlement Notice and Administration Payment, to be paid within thirty (30) days of when such amounts are invoiced to Defendants along with wire instructions and other required documentation and become due and owing. Defendants are not required to advance costs for claims validation or other claims processing related costs until such time such costs are actually incurred.
- (c) Attorneys' Fees and Costs and Service Awards. An amount equal to the Attorneys' Fees and Costs and service awards, to be paid as described at paragraph 6.6, below.
- (d) Payment of Valid Claims. An amount equal to the Available Settlement Funds, which shall be remitted to the Claims Administrator within ten (10) business days of the Effective Date.

3.4. In consideration for the complete and final settlement of the Litigation, the Released Claims, and other promises and covenants set forth in this Agreement, and subject to the other terms and conditions thereof, Defendants agree to pay to Settlement Class Members the monetary relief as set forth below:

- (a) Settlement Class Members who submit a Valid Claim Form with Proof of Purchase of a Covered Product shall receive the full purchase price for each unit of Covered Product listed on the Proof of Purchase, inclusive of all taxes.

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- (b) Settlement Class Members who submit a Valid Claim Form without Proof of Purchase of a Covered Product shall receive up to the average retail price for up to two (2) Covered Products claimed per household plus a 10% allowance for sales tax, as such price is determined in good faith by the Defendants and provided to the Claim Administrator.
- (c) If a Settlement Class Member submitted a refund claim in the Recall, the amount of that Settlement Class Member's payment shall be reduced by the amount each Settlement Class Member has received or shall receive from the Recall (provided that the payment shall not be reduced below \$0.00).

3.5. Each Settlement Class Members' payment shall be increased or decreased on a *pro rata* basis such that the total amount paid to all Settlement Class Members equals the Available Settlement Funds.

3.6. Subject to the rights and limitations set forth in this Agreement, every Settlement Class Member shall have the right to submit a claim for Settlement Benefits. A claim shall be a Valid Claim only if submitted on the Claim Form 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 Settlement Class Member, or any other Person, except as expressly provided herein.

3.7. At the election of the Settlement Class Member, Claim Forms may be submitted in paper via first class mail or online at the Settlement Website. Claim Forms must be postmarked or submitted online no later than the Claim Filing Deadline. Claim Forms postmarked or submitted online after that date will not be Valid Claims. The Settlement Administrator may track Claim Forms with unique security identifiers or control numbers. For

Claim Forms that are submitted online, the Class Member shall have the opportunity to upload Proof of Purchase image files (e.g. jpg, tif, pdf) prior to submitting the claim, and to print a page immediately after the Claim Form has been submitted showing the information entered, the names of image files uploaded, and the date and time the Claim Form was submitted.

3.8. On the Claim Form, the Settlement Class Member, or a Person with authority to sign and bind the Settlement Class Member, must provide and certify the truth and accuracy of the following information under penalty of perjury, including by signing the Claim Form physically or by e-signature, or the claim will not be considered a Valid Claim by the Claim Administrator:

- (a) The Settlement Class Member's name and mailing address;
- (b) The Settlement Class Member's email address (unless the Settlement Class Member requests a claim form by mail, in which case an email address is optional);
- (c) Which Covered Products were purchased during the Class Period;
- (d) The number of Covered Products purchased during the Class Period and the approximate dates of purchase;
- (e) That the claimed purchases were not made for purposes of resale;
- (f) That the Settlement Class Member and/or his or her Household has not previously received a refund of the claimed purchases, unless that refund was the result of a claim submitted pursuant to the notice provided in the recall.

3.9. Defendants shall provide to the Claim Administrator, no more than thirty (30) days following the conclusion of the Recall a database of all refund payments made

through the Recall of which they are aware to permit the calculations required by this Agreement.

3.10. The Claim Administrator shall be responsible for, among other things, providing notice as set forth in the Notice Plan, processing Claim Forms and administering the Settlement Website and Toll-free phone number, exclusion process, and Settlement Benefit claims process described herein (including receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for exclusion from the Settlement Class). The Claim Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims and to pay only Valid Claims. The Claim Administrator and Parties shall have the right to audit claims, and the Claim Administrator may request additional information from Claimants. If any fraud is detected or reasonably suspected, the Claim Administrator and Parties can require further information from the Settlement Class Member (including by cross-examination) or deny claims, subject to the supervision of the Parties and ultimate oversight by the Court.

3.11. Prior to the hearing on Final Approval and in accordance with the Courts' regular notice requirements, the Claim Administrator shall provide, in addition to the certification to the Court required under this Agreement, a declaration to the Court regarding the number and dollar amount of claims received to date.

3.12. The determination of validity of claims shall occur prior to the Claim Administrator filing the declaration described in Section 3.11. The Claim Administrator shall approve or deny all claims, and its decision shall be final and binding, except that Plaintiffs' Counsel and Defendants shall have the right to audit claims and to challenge the Claim Administrator's decision by motion to the Court. Plaintiffs' Counsel's or Defendants' 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 any audit or other rights as to any other Claim Forms, individually or as a group, and similarly shall not be construed as a waiver or relinquishment by the Party as to any of its audit and other rights under this Agreement. No Person shall have any claim against Plaintiffs, Defendants, Plaintiffs' Counsel, Defendants' counsel or the Claim Administrator based on any determination of a Valid Claim, distributions or awards made in accordance with this Agreement and the Exhibits hereto. Neither Plaintiffs nor Defendants, nor their counsel, shall have any liability whatsoever for any act or omission of the Claim Administrator.

3.13. Within thirty (30) days after the Effective Date, the Claim Administrator shall notify by email all Settlement Class Members whose claims are denied the reason(s) for denial, using the email address (if any) provided by the Settlement Class Member on the Claim Form. If no email address is provided by the Settlement Class Member on the Claim Form, the Claim Administrator shall not have an obligation to provide the Settlement Class Member any notification of the denial of the claim or the reasons for denial.

3.14. Valid Claims shall be paid by an electronic deposit through Venmo, ACH, virtual prepaid card, or Zelle, with paper check available upon request, to the Settlement Class Member within sixty (60) days after the Effective Date.

3.15. All settlement checks shall be void and no longer negotiable one hundred twenty (120) day after the date the check was issued. If a settlement check is not negotiated, the Settlement Class Member shall not be entitled to any further payment under this Agreement. If the check is returned as undeliverable, the Claim Administrator shall send an email to the claimant, if one was provided with the claim, to attempt to obtain a better address, and if obtained, shall mail the check to the new address. The return or failure to cash checks 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. Upon court approval, funds from uncashed checks shall be awarded *cy pres* to the Impact Fund.

3.16. No deductions for taxes will be taken from any Settlement Benefit at the time of distribution. Settlement Class Members are responsible for paying all taxes due on such Settlement Benefits. All Settlement Benefit payments shall be deemed to be paid solely in the year in which such payments are actually issued. Counsel and the Parties do not purport to provide legal advice on tax matters to each other or 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 or written to be used, and cannot be used, by any Person or Business for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

3.17. The Settlement Administrator shall retain all records relating to payment of claims under the Agreement for a period of five (5) years from the Effective Date. Those records shall be maintained in accordance with this Agreement as “Confidential – Attorneys’ and Settlement Administrator’s Eyes Only.”

3.18. The first seventy-five thousand dollars (\$75,000) of fees and expenses incurred by the Claim Administrator in providing notice, administering claims and performing the other tasks set forth in this Agreement shall be paid by the Initial Settlement Notice and Administration Payment. All fees and expenses incurred by the Claim Administrator in administering claims and performing the other tasks set forth in this Agreement above and beyond the Initial Settlement Administration Payment shall be paid from the Settlement Fund.

3.19. Defendants, the Released Parties, and Defendants’ counsel shall have no responsibility for, interest in, or liability with respect to (i) any act, omission, or determination by Plaintiffs’ Counsel, the Settlement Administrator, or their respective designees or agents in

connection with the administration of the Settlement Fund; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of payments from the Gross Settlement Fund to Participating Class Members or the implementation, administration, or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; or (v) any losses suffered by, or fluctuations in value of, the Settlement Fund.

IV. NOTICE

4.1. Prior to the Notice Date, the Claim Administrator shall establish the Settlement Website, which shall contain the Long Form Notice in both downloadable PDF format and HTML format with a clickable table of contents; answers to frequently asked questions; a Contact Information page that includes the address for the Claim Administrator and addresses and telephone numbers for Plaintiffs' Counsel; the consolidated class action Complaint; the Agreement; the signed order of Preliminary Approval; a downloadable and online version of the Claim Form; a downloadable and online version of the form by which Settlement Class Members may exclude themselves from the Settlement Class; and (when it becomes available) Plaintiffs' application for Attorneys' Fees and Costs and/or an application for incentive awards.

4.2. The Settlement Website shall remain accessible until one hundred eighty (180) days after all Settlement Benefits are distributed.

4.3. Notice shall be provided as provided in the Notice Plan.

4.4. The Parties shall supervise the Claim Administrator in the performance of the notice functions set forth in this Section IV.

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4.5. The Claim Administrator, at the direction of Defendants' counsel, shall comply with the notice requirements of 28 U.S.C. § 1715, within the timelines specified by 28 U.S.C. § 1715(b). The costs of such notice shall be paid from the Settlement Fund.

4.6. Prior to the hearing on Final Approval and in accordance with the Courts' regular notice requirements, Defendants and the Claim Administrator shall certify to the Court that they have complied with the notice requirements set forth herein.

V. ATTORNEYS' FEES, EXPENSES AND CLASS REPRESENTATIVE PAYMENT

5.1. Prior to the initially scheduled hearing on Final Approval and in accordance with the Courts' regular notice requirements, Plaintiffs' Counsel may apply to the Court for an award from the Settlement Fund provided by Defendants of their Attorneys' Fees in a total amount not to exceed one-third of the Settlement Fund. Plaintiffs' Counsel may additionally apply to the Court for reimbursement from the Settlement Fund of Attorneys' Costs for reasonable litigation expenses incurred in the prosecution of the Litigation.

5.2. Prior to the initially scheduled hearing on Final Approval and in accordance with the Courts' regular notice requirements, the Class Representatives may additionally apply to the Court for a service award from Defendants not to exceed \$500.00 each as compensation for (a) the time and effort undertaken in and risks of pursuing this Litigation, including the risk of liability for the Parties' costs of suit, and (b) the general release set forth in Section 7.2.

5.3. Any Attorneys' Fees, Attorneys' Costs and any service award awarded by the Court shall be paid from the Settlement Fund. In no event shall Defendants be obligated to pay to Plaintiffs, Plaintiffs' Counsel, the Claim Administrator or the Settlement Class any amount beyond the Settlement Fund.

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5.4. Plaintiffs' Counsel and the Class Representatives agree that the denial, downward modification, failure to grant the request for Attorneys' Fees and Attorneys' Costs or an Incentive Award, or the reversal or modification on appeal of any such awards, shall not constitute grounds for modification or termination of this Agreement.

5.5. Defendants shall be responsible for paying their own attorneys' fees and expenses.

5.6. The Attorneys' Fees and Attorney's Costs and incentive awards shall be paid to Plaintiffs' Counsel out of the Settlement Fund within fourteen (14) business days after the Court issues an order of Final Approval that includes an award of attorneys' fees and/or expenses to Plaintiffs' Counsel. If Final Approval or the award of Attorneys' Fees and Attorneys' Costs and/or incentive awards is later reversed on appeal then, within fourteen (14) business days of such order, Plaintiffs' Counsel shall repay to the Settlement Fund the amount received.

VI. CLASS SETTLEMENT PROCEDURES

6.1. Plaintiffs shall move for an order granting Preliminary Approval to this Agreement as within the range of possible Final Approval; conditionally certifying the Settlement Class for purposes of this Settlement only; approving Class Notice to the Settlement Class Members; and setting a hearing to consider Final Approval of the settlement and any objections thereto. Defendants shall have no obligation to make separate filings in support of the motion. Defendants shall appear at the hearing to confirm their agreement with the terms of the settlement as provided herein.

6.2. Prior to the hearing on Final Approval and in accordance with the Court's regular notice requirements, Plaintiffs 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 below, and ordering that the settlement relief be provided as set forth in this Agreement, ordering the releases as set forth in Section VII, below, and entering judgment in this case. Defendants shall have no obligation to make separate filings in support of the motion. Defendants shall appear at the hearing to confirm their agreement with the terms of the settlement as provided herein.

6.3. The Long Form Notice and Short Form Notice shall advise prospective Settlement Class Members of their rights to forego the benefits of this settlement and pursue an individual claim; to object to this settlement individually or through counsel; and to appear at the final approval hearing.

6.4. If any Settlement Class Member wishes to object to the settlement, the Settlement Class Member must electronically file via the Court's ECF system, or deliver to the Clerk of the Court by mail, express mail, or personal delivery, a written notice of objection. To be timely, the objection must be *received by* the Clerk of the Court (not just postmarked or sent) prior the Objection Deadline. Each objection must include: (i) the case name _____ and case number, _____; (ii) the name, address and telephone number of the objector; (iii) the name, address, and telephone number of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason if the objection is successful, and all legal factual support for the right to such compensation; (iv) any and all agreements that relate to the objection or the process of objection between the objector and any other person (including its counsel); (iv) documents or testimony sufficient to establish membership in the Settlement Class; (v) a detailed statement of any objection asserted, including the grounds therefor; (vi)

whether the objector is, and any reasons for, requesting the opportunity to appear and be heard at the final approval hearing; (vii) the identity of all counsel (if any) representing the objector who will appear at the final approval hearing and, if applicable, a list of all persons who will be called to testify in support of the objection; (viii) copies of any papers, briefs, declarations, affidavits, or other documents upon which the objection is based; (ix) a detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any state or federal court in the United States in the previous five years (or affirmatively stating that no such prior objection has been made); and (x) the objector's signature, in addition to the signature of the objector's attorney (if any) –an attorney's signature alone shall not be deemed sufficient to satisfy this requirement. Failure to include documents or testimony sufficient to establish membership in the Settlement Class shall be grounds for overruling and/or striking the objection on grounds that the objector lacks standing to make the objection. Failure to include any of the information or documentation set forth in this paragraph also shall be grounds for overruling an objection.

6.5. If any Settlement Class Member wishes to be excluded from this settlement and Litigation, the Settlement Class Member may do so by completing the online exclusion form at the Settlement Website; downloading and submitting to the Claim Administrator a completed exclusion form; or submitting a valid request to exclude themselves, as described in the Notice, to the Claim Administrator. Requests to exclude must be postmarked or submitted online by the Exclusion Deadline or they shall not be valid. For exclusion requests that are submitted online, the Class Member shall have the opportunity to print a page immediately after submission showing the information entered and the date and time the request for exclusion was submitted. Settlement Class Members who elect to exclude themselves from this settlement and Litigation shall not be permitted to object to this settlement or to intervene.

Settlement Class Members shall be encouraged, but not required, to provide their email addresses in their requests for exclusion.

6.6. The proposed Preliminary Approval order and Long Form Notice will provide that any Settlement Class Members wishing to object or exclude themselves who fail to properly or timely file or serve any of the requested information and/or documents will be precluded from doing so.

6.7. If any objection is received by the Claim Administrator, the Claim Administrator shall promptly forward the objection and all supporting documentation to counsel for the Parties. Prior to the hearing on Final Approval and in accordance with the Courts' regular notice requirements, Plaintiffs' counsel shall file objections and supporting documentation with the Court. The failure of the Settlement Class Member to comply with the filing requirements of Section 6.5 shall be grounds for striking and/or overruling the objection, even if the objection is submitted to the Claim Administrator.

6.8. Not later than ten (10) days after the Exclusion Deadline, the Claims Administrator shall provide to Class Counsel and Counsel for Defendants a complete list of the names of the persons who, pursuant to the Long Form Notice, have excluded themselves from the Settlement Class in a valid and timely manner with copies of the exclusion requests. Plaintiffs' Counsel shall inform the Court of the number of persons who have timely and validly excluded themselves prior to the hearing on Final Approval and in accordance with the Courts' regular notice requirements.

6.9. If a Settlement Class Member submits both a Claim Form and an exclusion request, the Claim Form shall take precedence and be considered valid and binding, and the exclusion request shall be deemed to have been sent by mistake and rejected. A Settlement Class Member who objects to the settlement may also submit a Claim Form on or

before the Claim Filing Deadline, which shall be processed in the same way as all other Claim Forms. A Settlement Class Member shall not be entitled to an extension to the Claim Filing Deadline merely because the Settlement Class Member has also submitted an objection.

6.10. This Agreement was entered into only for purposes of settlement. In the event that Preliminary or Final Approval of this settlement and this Agreement does not occur for any reason, or if Final Approval is reversed on appeal, or the Agreement is terminated, then no term or condition of this Agreement, or any draft thereof, or discussion, negotiation, documentation, 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 Litigation, or in any other proceeding (unless Plaintiffs' Counsel and Defendants mutually agree in writing to proceed with this Agreement); the Amended Complaint shall be deemed automatically withdrawn; and the Litigation shall continue as if the settlement had not occurred, except as set forth in Section 8.15 of this Agreement. The Parties agree that all drafts, discussions, negotiations, documentation or other information prepared 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 Litigation.

VII. RELEASES

7.1. The obligations incurred by Defendants pursuant to this Agreement shall be a full and final disposition and settlement of all claims, actions, suits, obligations, debts, demands, rights, causes of action, liabilities, controversies, costs, expenses, and attorneys' fees, known or unknown, which actually were, or could have been, asserted in the Litigation against it, whether individual, class, representative, legal, equitable, administrative, direct or indirect, or

any other type or in any other capacity, all of which shall be finally and irrevocably compromised, settled, released, and discharged with prejudice.

7.2. Releases. Upon the Effective Date:

(a) Settlement Class Members shall release and forever discharge the Released Parties from and shall be forever barred from instituting, maintaining, or prosecuting any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever, related solely to economic harm related to their purchase of the Covered Products, whether legal or equitable or otherwise, known or unknown, accrued or to accrue, vested or contingent, liquidated or otherwise, whether contractual, statutory, based in common law or in equity, of whatever kind or nature, or for contribution, indemnity, apportionment of fault, or otherwise that actually were, or could have been, asserted in the Litigation, whether based upon any violation of any state or federal statute or common law or regulation or otherwise (“Claims”), or arise directly or indirectly out of, or in any way relate to: (i) the allegations, claims, or contentions for economic injury that were, or could have been, asserted in the Litigation, including but not limited to allegations, claims, or contentions related in any way to the manufacture, testing, labeling, marketing, sales, advertising, and use of the Covered Products with respect to to the potential for *Cronobacter sakazakii*, *clostridium botulinum*, or any other bacteria or contaminant in the Covered Products ; and (ii) any alleged acts, omissions, or misrepresentations related in any way to the potential for *Cronobacter sakazakii*, *clostridium botulinum*, or any other bacteria or contaminant in the Covered Products; except that claims for bodily injury are excluded from the Released Claims.

(b) Named Plaintiffs expressly release any and all claims raised in their respective Complaints and further represent that they do not have any other Claims as to

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any Released Parties' products or services that were or could have been asserted in the current action and expressly release of any and all future claims arising from same.

(c) Named Plaintiffs, Settlement Class Members, and Defendants expressly understand and acknowledge that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. Named Plaintiffs, Settlement Class Members, and Defendants explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Named Plaintiffs and Defendants with the knowledge of the possibility of such unknown claims, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Named Plaintiffs, Settlement Class Members, and Defendants expressly waive all provisions, rights and benefits of California Civil Code section 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law). **Section 1542 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.”

(d) Each and every term of this Section shall be binding upon, and inure to the benefit of Named Plaintiffs, Settlement Class Members and the Released Parties, and any of their heirs, guardians, executors, administrators, representatives, agents, attorneys, partners, owners, successors, predecessors-in-interest, and assigns, which persons are intended to be beneficiaries of this Section.

7.3. None of the above releases include releases of causes of action to enforce the terms of the settlement.

7.4. This Agreement reflects, among other things, the compromise and settlement of disputed claims among the Parties hereto, and neither this Agreement nor the releases given herein, nor any consideration therefor, nor any actions taken to carry out this Agreement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or the validity of any claim, or defense, or of any point of fact or law (including but not limited to matters respecting class certification) on the part of any Party. Defendants expressly deny the allegations of the complaints in the Litigation. Neither this Agreement, nor the fact of settlement, nor the settlement proceedings, nor settlement negotiations, nor any related document, shall be used as an admission of any fault or omission by the Released Parties, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate, interpret, or enforce this Agreement. 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 or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

7.5. Named Plaintiffs and the Class Members covenant and agree: (a) not to assert any of the Released Claims in any action or proceeding and not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action or proceeding based on any of the Released Claims against any of the Released Parties; (b) not to organize or solicit the participation of Class Members in a separate class for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or

proceeding) based on or relating to any of the Released Claims or the facts and circumstances relating thereto against the Released Parties; and (c) that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

VIII. ADDITIONAL PROVISIONS

8.1. Subject to the limitations expressed herein, the Parties' counsel shall use their best efforts to cause the Court to give Preliminary Approval to this Agreement and settlement as promptly as practicable, to take all steps contemplated by this Agreement to effectuate the settlement on the stated terms and conditions, to cooperate in addressing any objections, and to obtain Final Approval of this Agreement. The Parties and Counsel shall not encourage anyone directly or indirectly to opt out or object. The Class Representatives shall not opt out or object. If the Court requires changes to the Agreement as a prerequisite to Preliminary Approval or Final Approval, the Parties shall negotiate in good faith regarding such changes.

8.2. To avoid contradictory, incomplete or confusing information about the settlement during the Claim Period, the Parties agree that if they make any written press releases or statements to the media about the settlement before the conclusion of the Claim Period, such releases or statements will be approved by the Parties in advance and, where desired by the other Party, made jointly. Parties further agree that before the entry of the Order Granting Final Approval, if any print or electronic media outlet contacts any Party or its counsel seeking information or a statement regarding the Settlement, unless a response is agreed on by all Parties, no information will be provided in response to such inquiries. For the avoidance of any doubt, nothing in this Agreement prevents the Parties from making any disclosures required to effectuate this Agreement or from making any disclosures required by law.

8.3. Named Plaintiffs, Class Members, and Plaintiffs’ Counsel shall make no statements, including statements to the press or any other public statements, that disparage Defendants, any Released Party, or any of the Covered Products, or accuse Defendants or any Released Party of any wrongdoing regarding this Settlement or Litigation or the subject matter thereof.

8.4. 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 Plaintiffs’ Counsel and Defendants’ Counsel, without notice to Settlement Class Members except that the Claim Administrator shall ensure that such dates are posted on the Settlement Website.

8.5. Except for changes to the time periods as set forth in the prior paragraph, all other terms and limitations set forth in this Agreement and in the documents referred to or incorporated herein (including but not limited to the Long Form Notice, Short Form Notice, Online Advertisement and the Claim Form) shall be deemed material to the Parties’ agreement, and in the event any such other term is altered or amended by the Court (including if the Court refuses to certify the Settlement Class and/or modifies the definition of the class), or any other court, or if any federal or state authority objects to or requires modifications to the Agreement, any Party whose rights or obligations are affected by the alteration or amendment may terminate this Agreement upon written notice to the other Party. The termination of the Agreement shall be deemed effective five (5) days after the provision of notice pursuant to this paragraph, or at any later date agreed in writing by the Parties (“Termination Date”).

8.6. All time periods set forth herein shall be computed in calendar days unless otherwise specified. If the date for performance of any act required by or under this Agreement falls on a Saturday, Sunday or court holiday, that act may be performed on the next

business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement.

8.7. The Class Members will be deemed by operation of the Order Granting Final Approval to represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, cause of action, or rights herein released and discharged. Any Party that breaches the representations and warranties set forth in this Section shall indemnify and hold harmless the other Party, its parents, subsidiaries, and affiliates, and their respective owners, agents, attorneys, successors, heirs, assigns, administrators, officers, directors, employees, and all other persons acting in concert with them from any and every claim or demand of every kind or character arising out of a breach of any such breaching Party of its representations and warranties in this Section.

8.8. This Agreement is intended to and shall be governed by the laws of the State of New York, without regard to conflicts of law principles.

8.9. The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties hereto relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms as between the Parties hereto, and that no extrinsic evidence whatsoever may be introduced in any agency or judicial proceeding, if any, involving this Agreement. Any amendment or modification of the Agreement must be in writing signed by each of the Parties and their counsel.

8.10. The determination of the terms of, and the drafting of, this Agreement have been by mutual agreement after negotiation, with consideration by and participation of all Parties hereto and their counsel. The presumption found in California Civil Code section 1654, and any comparable statutes, that uncertainties in a contract are interpreted against the party causing an uncertainty to exist is hereby waived by all Parties.

8.11. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the Parties hereto.

8.12. The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by any Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

8.13. Except as otherwise provided herein, each Party shall bear its own legal and other costs incurred in connection with the Released Claims, including the preparation and performance of this Agreement.

8.14. This Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Agreement in counterparts and/or by fax or electronic mail, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

8.15. Captions and section numbers herein are inserted merely for the reader's convenience, and in no way define, limit, construe, or otherwise describe the scope or intent of the provisions of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the captions and section numbers shall be disregarded.

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8.16. 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.

8.17. The Court shall retain jurisdiction to enforce, interpret, and implement this Agreement. All Parties hereto submit to the jurisdiction of the Court for these purposes.

8.18. Plaintiffs hereby agree not to request to exclude themselves from the Settlement Class. Any such request shall be void and of no force or effect.

8.19. All notices to the Parties or counsel required by this Agreement, shall be made in writing and communicated by mail and fax or email to the following addresses:

If to Plaintiffs or Plaintiffs' Counsel:

Jason P. Sultzer
The Sultzer Law Group, P.C.
85 Civic Center Plaza,
Suite 200
Poughkeepsie, NY 12601
Telephone: (845) 483-7100
Email: sultzerj@thesultzerlawgroup.com

Charles E. Schaffer
Levin Sedrin & Berman
510 Walnut Street, Suite 500
Philadelphia, Pa. 19106
Telephone: (215) 592-1500
Email: cschaffer@lfsblaw.com

Paul Doolittle
Poulin Willey Anastapoulo
32 Ann St,
Charleston, SC 29403
Telephone: (800) 313-2546
Email: pauld@akimlawfirm.com

Kiley Grombacher
Bradley/Grombacher LLP
31354 Oak Crest Dr., Suite 240
Westlake Village, CA 91361
Telephone: (805) 270-7100

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Email: kgrombacher@bradleygrombacher.com

Bryan Aylstock
Aylstock, Witkin, Kreis, Overholtz
17 E Main St #200,
Pensacola, FL 32502
Telephone: (850) 202-1010
E-Mail: baylstock@awkolaw.com

If to Defendants:

Craig Bergstrom
Lyons Magnus
3158 East Hamilton Avenue
Fresno, California 93702
Telephone: (559) 268-5966
Email: craig.bergstrom@lyonsmagnus.cim

with a copy to
Gary E. Becker
Dinsmore & Shohl LLP
255 East Fifth Street Suite 1900
Cincinnati, Ohio 45202
Telephone: (513) 977-8179

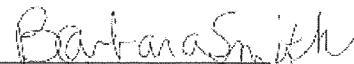
gary.becker@dinsmore.com

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the last date it is executed by all of the undersigned.

Dated: 6/2/2023


Wayne Catalano
Plaintiff


Dated: 05/31/2023


Barbara Speaks
Plaintiff

Dated: _____

Karen Radford
Plaintiff

Dated: 06/02/2023


Tomoko Nakanishi

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Email: kgrombacher@bradleygrombacher.com

Bryan Alystock
Alystock, Witkin, Kreis, Overholtz
17 E Main St #200,
Pensacola, FL 32502
Telephone: (850) 202-1010
E-Mail: baylstock@awkolaw.com

If to Defendants:

Craig Bergstrom
Lyons Magnus
3158 East Hamilton Avenue
Fresno, California 93702
Telephone: (559) 268-5966
Email: craig.bergstrom@lyonsmagnus.cim

with a copy to
Gary E. Becker
Dinsmore & Shohl LLP
255 East Fifth Street Suite 1900
Cincinnati, Ohio 45202
Telephone: (513) 977-8179

gary.becker@dinsmore.com

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the last date it is executed by all of the undersigned.

Dated: _____

Wayne Catalano
Plaintiff

Dated: _____

Barbara Speaks
Plaintiff

Dated: 6/2/2023

Signed by:
Karen Radford

48D900F0860B470...
Karen Radford
Plaintiff


Dated: _____

Tomoko Nakanishi

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Dated: 06/01/2023

Plaintiff



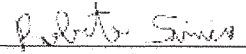
Veronica Pereyra
Plaintiff

Dated: 05-31-2023




Christy Deringer
Plaintiff

Dated: 06/01/2023



Roberta Sinico
Plaintiff

Dated: 06/01/2023



Edmond Dixon
Plaintiff

Dated: 6/02/2023



THE SULTZER LAW GROUP P.C.
Jason P. Sultzer
85 Civic Center Plaza, Suite 200
Poughkeepsie, NY 12601
Tel: (845) 483-7100
E-Mail: sultzerj@thesultzerlawgroup.com

Dated: 06/08/2023

LEVIN SEDRAN & BERMAN
Charles E. Schaffer, Esq.
510 Walnut Street, Suite 500
Philadelphia, PA 19106
Tel: 215-592-1500
E-Mail: cschaffer@lfsblaw.com

Dated: _____

POULIN WILLEY ANASTAPOULO
Paul Doolittle
32 Ann St,
Charleston, SC 29403
Telephone: (800) 313-2546
Email: pauld@akimlawfirm.com

Dated: _____

BRADLEY/GROMBACHER LLP
Kiley Grombacher
31354 Oak Crest Dr., Suite 240

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Plaintiff

Dated: _____

Veronica Pereyra
Plaintiff

Dated: _____

Christy Deringer
Plaintiff

Dated: _____

Roberta Sinico
Plaintiff

Dated: _____

Edmond Dixon
Plaintiff


Dated: _____

THE SULTZER LAW GROUP P.C.
Jason P. Sultzer
85 Civic Center Plaza, Suite 200
Poughkeepsie, NY 12601
Tel: (845) 483-7100
E-Mail: sultzerj@thesultzerlawgroup.com

Dated: 06/08/2023


LEVIN SEDRAN & BERMAN
Charles E. Schaffer, Esq.
510 Walnut Street, Suite 500
Philadelphia, PA 19106
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E-Mail: cschaffer@lfsblaw.com

Dated: 06/05/2023



POULIN WILLEY ANASTAPOULO
Paul Doolittle
32 Ann St,
Charleston, SC 29403
Telephone: (800) 313-2546
Email: pauld@akimlawfirm.com

Dated: 6/2/23



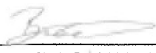
BRADLEY/GROMBACHER LLP
Kiley Grombacher
31354 Oak Crest Dr., Suite 240

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Westlake Village, CA 91361
Telephone: (805) 270-7100
Email:
kgrombacher@bradleygrombacher.com

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Dated: 6/8/2023



AYLSTOCK, WITKIN, KREIS,
OVERHOLTZ
Bryan Aylstock
17 E Main St #200,
Pensacola, FL 32502
Telephone: (850) 202-1010
E-Mail: baylstock@awkolaw.com

*On behalf of Plaintiffs and the Settlement
Class*

Dated: _____

DINSMORE & SHOHL LLP
Ross A. Wilson
Gary E. Becker
255 East Fifth Street Suite 1900
Cincinnati, Ohio 45202
Tel: (513) 977-8200
E-Mail: ross.wilson@dinsmore.com
E-Mail: gary.becker@dinsmore.com

On behalf of Lyons Magnus, LLC and

TRU Aseptics, LLC

Dated: _____

Ross A. Wilson
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E-Mail: gary.becker@dinsmore.com

*Attorneys for Lyons Magnus, LLC and TRU
Aseptics, LLC.*

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Dated: _____

AYLSTOCK, WITKIN, KREIS,
OVERHOLTZ
Bryan Aylstock
17 E Main St #200,
Pensacola, FL 32502
Telephone: (850) 202-1010
E-Mail: baylstock@awkolaw.com

*On behalf of Plaintiffs and the Settlement
Class*

Dated: 6/7/23

DINSMORE & SHOHL LLP
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Cincinnati, Ohio 45202
Tel: (513) 977-8200
E-Mail: ross.wilson@dinsmore.com
E-Mail: gary.becker@dinsmore.com

On behalf of Lyons Magnus, LLC and

TRU Aseptics, LLC

Dated: 6/7/23

Ross A. Wilson
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Cincinnati, Ohio 45202
Tel: (513) 977-8200
E-Mail: ross.wilson@dinsmore.com

E-Mail: gary.becker@dinsmore.com

*Attorneys for Lyons Magnus, LLC and TRU
Aseptics, LLC.*