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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

KIMBERLY BANKS and CAROL CANTWELL, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

R.C. BIGELOW, INC., a corporation; and DOES 1 through 10, inclusive,

Defendants.

CASE NO.: 2:20-cv-06208-SVW (RAOx)

SETTLEMENT AGREEMENT

EXHIBITS

Exhibit 1: Electronic Claim Form

Exhibit 2: Paper Claim Form

Exhibit 3: Direct Notice

Exhibit 4: Long Form Notice

Exhibit 5: Preliminary Approval Order

Exhibit 6: Summary Notice

SETTLEMENT AGREEMENT

This settlement agreement ("Settlement" or "Settlement Agreement") is entered into by and between Plaintiffs Kimberly Banks and Carol Cantwell ("Plaintiffs") and Defendant R.C. Bigelow, Inc. ("Bigelow") (collectively with the Plaintiffs, the "Parties"), in the above-captioned action. The Parties intend for this Settlement Agreement to fully and finally resolve, discharge, and settle the Released Claims, as defined herein, subject to the terms and conditions set forth below, and the approval of the Court.

I. RECITALS

A. Summary of Procedural Background

1. On July 13, 2020, Plaintiffs commenced this action alleging that the statement "Manufactured in the USA 100% American Family Owned" ("Challenged Statement") printed on the Class Products' cartons was false and deceptive. ECF No. 1.

2. On August 20, 2020, Plaintiffs filed a First Amended Complaint. ECF No. 11.

3. On September 14, 2020, Bigelow filed a Motion to Dismiss the First Amended Complaint. ECF No. 12. On May 3, 2021, the Court granted in part and denied in part the Motion to Dismiss. ECF No. 22.

4. On June 16, 2021, Bigelow filed an Answer to the First Amended Complaint. ECF No. 25.

5. On June 17, 2022, Plaintiffs filed a Motion for Class Certification. ECF No. 39. Bigelow opposed this motion and filed motions to exclude the testimony of Plaintiffs' three experts. ECF Nos. 49-52. On July 31, 2023, the Court granted Plaintiffs' Motion for Class Certification and denied Bigelow's *Daubert* motions. ECF No. 83.

6. On January 18, 2024, the Court approved Plaintiffs' class notice plan. ECF No. 91. The Settlement Administrator successfully implemented the class notice plan pursuant to the

Court's order. ECF No. 111. Only three class members timely opted out of the class. ECF No. 111 ¶ 25.

7. On March 12, 2024, Plaintiffs filed a Motion for Partial Summary Judgment. ECF No. 92. On April 11, 2024, Bigelow filed a Motion for Summary Judgment. ECF No. 101. On July 8, 2024, the Court denied Bigelow's Motion for Summary Judgment and granted Plaintiffs' Motion for Partial Summary Judgment. ECF No. 129.

8. The case was tried to a jury over the course of five days. On April 8, 2025, the jury found that Bigelow violated California's Consumer Legal Remedies Act, breached an express warranty, made a false representation, and awarded $2,360,744 to Plaintiffs and the Class. ECF No. 264.

9. On April 22, 2025, Plaintiffs filed a Motion for Attorneys' Fees and Costs and Service Awards. ECF No. 270. This motion is pending.

10. On May 29, 2025, the Court entered Judgment in favor of Plaintiffs and the Class, and against Bigelow, in the amount of $2,360,744, along with post-judgment interest. The Court denied Plaintiffs' Motion for Prejudgment Interest. ECF Nos. 275, 276.

11. On June 26, 2025, Bigelow filed a Motion for New Trial. ECF No. 280. Plaintiffs opposed this motion. ECF No. 283. On August 22, 2025, the Court denied this motion. ECF No. 287.

12. On September 18, 2025, Bigelow filed a Notice of Appeal. ECF No. 290.

13. On October 6, 2025, the Court stayed this action pending Bigelow's Appeal. ECF No. 297.

14. On March 4, 2026, Bigelow filed its opening brief with the Ninth Circuit Court of Appeals appealing the Court's orders: (1) granting summary judgment to Plaintiffs on the falsity and materiality of the Challenged Statement, (2) admitting California retail sales data for

the products from IRI, (3) allowing the expert testimony of Plaintiffs' economics expert, who opined on the existence of a price premium and corresponding damages, and (4) denying Bigelow's motion for new trial. 9th Cir. ECF No. 20. On May 26, 2026, Plaintiffs filed an answering brief. 9th Cir. ECF No. 31.

15. Pursuant to the Parties' stipulation, on July 22, 2026, the Ninth Circuit dismissed Bigelow's Appeal "without prejudice to reinstatement in the event the class action settlement does not receive preliminary or final approval by the district court[.]" 9th Cir. ECF No. 40. On August 4, 2026, the Court lifted the stay that had been in place pending the Appeal. ECF No. 306.

B. Discovery

16. The Parties completed substantial discovery, including multiple rounds of interrogatories, document requests, and requests for admission, and extensive document review. Among other things, Bigelow produced tens of thousands of pages of documents, and both sides retained expert witnesses in the fields of statistics, economics and consumer surveys, with respect to their claims. The Parties took 14 depositions, including fact, expert, Rule 30(b)(6), and third-party witness depositions.

C. Mediation and Settlement Negotiations

17. The Parties engaged in extensive arm's-length settlement negotiations spanning four years and three mediation sessions with three different mediators.

18. On October 3, 2022, the Parties participated in a court-sponsored mediation session with Kim Zeldin. The Parties did not reach settlement at the conclusion of this mediation.

19. On December 12, 2023, after the Court certified a litigation class, the Parties participated in a second mediation session with Judge Morton Denlow (Ret.) of JAMS. The Parties did not reach settlement at the conclusion of this mediation.

20. On July 14, 2025, after the jury's verdict, the Parties participated in a third mediation session with Jed Melnick of JAMS ("the Mediator"). The Parties did not reach settlement at the conclusion of this mediation, but they continued to engage in settlement discussions through the Mediator over the ensuing months. On June 9, 2026, the Parties accepted a mediator's proposal regarding the material terms of a settlement which are memorialized in greater detail in this Agreement.

21. Weighing the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, Plaintiffs and Class Counsel are satisfied that the terms and conditions of this settlement are fair, reasonable, adequate, and in the best interests of the Class.

22. Bigelow, while continuing to deny allegations of wrongdoing, and disclaiming all liability with respect to all claims, considers it desirable to resolve the Action on the terms stated herein to avoid further expense, inconvenience, and burden associated with further litigation, and therefore determines that this Settlement Agreement is in Bigelow's best interests.

23. NOW, THEREFORE, without any admission or concession of liability or wrongdoing or the lack of merit of any defense whatsoever by Bigelow, or any admission or concession of the lack of merit of this Action whatsoever by Plaintiffs, it is hereby stipulated and agreed by the undersigned, on behalf of Plaintiffs, the Class, and Bigelow, that the Action and all claims of the Class be settled, compromised, and dismissed on the merits and with

prejudice, subject to Court approval as required by Federal Rule of Civil Procedure 23, on the terms and conditions set forth herein and upon the Effective Date.

24. Each Party affirms that the Recitals above are true and accurate and are hereby made a part of this Settlement Agreement.

II. DEFINITIONS

As used in this Settlement Agreement and the Exhibits hereto, in addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth in Section II. Unless otherwise indicated, defined terms include the plural as well as the singular. The definitions stated below are incorporated into this Agreement and made a part of this Agreement as if fully set forth herein.

25. "**Action**" means *Banks, et al. v. R.C. Bigelow, Inc.*, Case No. 2:20-cv-06208-SVW (RAOx), pending in the United States District Court for the Central District of California.

26. "**Agreement**" or "**Settlement Agreement**" means this settlement agreement in its entirety, including all Exhibits attached hereto and incorporated herein.

27. "**Appeal**" means Bigelow's Appeal previously pending in the Ninth Circuit Court of Appeals at Case No. 25-5911.

28. "**CAFA Notice**" means the notice that the Settlement Administrator shall serve upon the appropriate State and Federal officials, providing notice of the proposed settlement in compliance with 28 U.S.C. § 1715.

29. "**Claim Deadline**" means the date to be set by the Court as the deadline for Class Members to submit Claim Forms, and which shall be 60 calendar days after the Notice Plan is completed.

30. "**Claim Form**" means the document that Class Members must submit to the Settlement Administrator to obtain a Settlement Benefit. Class Members may complete the Claim Form electronically on the Settlement Website, substantially in the form of **Exhibit 1** hereto, or submit it via email to the Settlement Administrator. Alternatively, Class Members may obtain a paper copy of the Claim Form, substantially in the form of **Exhibit 2** hereto, by downloading it from the Settlement Website or requesting it from the Settlement Administrator. The electronic and/or paper Claim Forms may be modified as necessary to comply with the provisions of any order by the Court. The Parties shall have discretion make non-material edits (e.g., fix typos, dates, etc.) to the electronic and/or paper Claim Forms after they have been approved by the Court.

31. "**Claim Period**" means the time period from the Notice Date to the Claim Deadline.

32. "**Claimant**" means a Class Member who submits a Claim Form.

33. "**Class Counsel**" or "**Plaintiffs' Counsel**" means Aubry Wand of The Wand Law Firm, P.C. and Todd M. Schneider and Jason H. Kim of Schneider Wallace Cottrell Kim LLP.

34. "**Class Judgment Amount**" means at least $2,548,187, and which is the amount the jury awarded to the Class ($2,360,744) plus $187,443, which represents two years of post-judgment interest at a rate of 3.97% (the rate in in effect during the week of the jury verdict). The Class Judgment Amount shall be used to pay Settlement Benefits to valid Claimants.

35. "**Class Member**" or "**Settlement Class Member**" means any member of the Settlement Class.

36. "**Class Product**" means an 18/20 count box of Bigelow Earl Grey Black Tea Caffeine, Green Tea Caffeine, Constant Comment Black Tea Caffeine, Green Lemon Tea Caffeine,

Vanilla Chai Black Tea Caffeine, English Tea Time Black Tea Caffeine, Spiced Chai Black Tea Caffeine, French Vanilla Black Tea Caffeine, or Vanilla Caramel Black Tea Caffeine, labeled as "Manufactured in the USA 100% American Family Owned."

37. "**Class Representatives**" or "**Plaintiffs**" mean Kimberly Banks and Carol Cantwell.

38. "**Class Representative Service Award**" means the monetary award in the amount of $25,000 that shall be paid to each Class Representative Plaintiff ($50,000 total) for their efforts and diligence in prosecuting this Action on behalf of the Class.

39. "**Court**" means the United States District Court for the Central District of California.

40. "***Cy Pres* Recipient**" means Feeding America, which is a 501(c)(3) non-profit organization that advocates against hunger. If the Court does not approve Feeding America as the *Cy Pres* Recipient, then the Consumer Federation of California ("CFC"), which is a 501(c)(3) non-profit organization that advocates for consumers, shall be the *Cy Pres* Recipient. By signing this Agreement, the Parties and their counsel represent that they are not involved in the governance or work of Feeding America or CFC. If the Court does not approve Feeding America or CFC as the *Cy Pres* Recipient, the Parties shall mutually agree on another non-profit organization to present to the Court for approval.

41. "**Defendant**" or "**Bigelow**" means R.C. Bigelow, Inc.

42. "**Defendant's Counsel**," "**Defense Counsel**," or "**Bigelow's Counsel**" means Timothy K. Branson and Patrick J. Mulkern of Gordon Rees Scully Mansukhani, LLP.

43. "**Direct Notice**" means notice of the proposed Settlement, substantially in the form of **Exhibit 3** hereto, to be emailed and/or mailed directly to the potential Class Members previously identified by Bigelow. *See* ECF 111 ¶ 10-11. The Direct Notice may be modified as necessary to comply with the provisions of any order by the Court. The Parties

shall have discretion to make non-material edits (e.g., fix typos, dates, etc.) to the Direct Notice after it has been approved by the Court.

44. "**Effective Date**" means the later of: (a) the date on which the time to appeal has expired if no appeal has been taken from the Final Approval Order; or (b) in the event that an appeal or other effort to obtain review has been initiated, the date after such appeal or other review has been finally concluded in such a manner as to affirm the Final Approval Order.

45. "**Fee Application**" means the pending Motion for Attorneys' Fees and Costs and Service Awards that Plaintiffs filed on April 22, 2025. In the Fee Application, Plaintiffs sought $4,662,724.80 in attorneys' fees, $537,155.37 in costs, $30,000 to each Plaintiff as Class Representative Service Awards, and $551,605.90 to JND for Settlement Notice and Administration Costs. Given this Settlement, Plaintiffs shall seek a reduced Fee Award, reduced Class Representative Service Awards, and reduced Settlement Notice and Administration Costs, as set forth below.

46. "**Fee Award**" means $2,746,451 in attorneys' fees and $653,756 in litigation expenses that shall be paid to Class Counsel subject the Court's approval.

47. "**Final Approval Hearing**" means the hearing that is to take place after the entry of a Preliminary Approval Order and after the Notice Plan has been completed, for purposes of, *inter alia*, (a) determining whether the Settlement Agreement should be approved as fair, reasonable, adequate; (b) entering a Final Approval Order and a Final Judgment and dismissing the Action with prejudice; and (c) ruling upon a Fee Application.

48. "**Final Approval**" or "**Final Approval Order**" means the Court's entry of an Order following the Final Approval Hearing, finally approving the Settlement pursuant to the

terms and conditions of this Agreement without material change and authorizing the distribution of all payments pursuant to this Settlement.

49. **"Final Judgment"** means the Court's entry of a judgment following the Final Approval Hearing, amending the Judgment and entering final judgment, dismissing the Action with prejudice, and releasing all claims of Plaintiffs and Class Members, except for those who submit a timely and valid Request for Exclusion.

50. "**Fraudulent Claim**" means any Claim Form that contains indicia of fraud or deceit, and any attempts to bypass the terms and limitations set out in this Settlement Agreement, including, *inter alia*, address duplication, payment duplication, unusual domains or IP addresses, known serial filers, etc.

51. "**Household**" means the same mailing address.

52. "**Long Form Notice**" means notice of this Settlement to be provided to Class Members substantially in the form of **Exhibit 4** hereto. The Long Form Notice shall be published on the Settlement Website. The Long Form Notice may be modified as necessary to comply with the provisions of any order by the Court. The Parties shall have discretion to make non-material edits (e.g., fix typos, dates, etc.) to the Long Form Notice after it has been approved by the Court.

53. "**Mediator**" means Jed Melnick.

54. "**Maximum Settlement Amount**" means $6,500,000, and which is the total monetary payment that Bigelow shall be responsible for paying under this Settlement in consideration for the Released Claims. No portion of the Maximum Settlement Amount will revert to Bigelow, nor shall Bigelow be responsible for paying more than the Maximum Settlement Amount, under any circumstances once the settlement becomes

finally effective. Bigelow shall transmit the Maximum Settlement Amount to the QSF within 14 calendar days of the Effective Date.

55. "**Motion for Final Approval**" means the motion that the Plaintiffs shall file seeking the entry of a Final Approval Order and Final Judgment by the Court consistent with the material terms of this Agreement.

56. "**Motion for Preliminary Approval**" means the motion that the Plaintiffs shall file seeking an entry of the Preliminary Approval Order, substantially in the form of **Exhibit 5** hereto, provisionally certifying the Settlement Class, preliminarily approving the terms of this Settlement, and authorizing dissemination of Notice to the Class.

57. **"Notice"** means notice of this Settlement that will be provided to the Class as described in Section V.

58. "**Notice Date**" means the date that Direct Notice is given (the first date that the Notice Plan commences) as described Section V.

59. "**Notice Plan**" means the plan for dissemination of Notice of this Settlement by the Settlement Administrator as described in Section V.

60. "**Objection/Exclusion Deadline**" means the date to be set by the Court as the deadline for Class Members to file Objections or submit Requests for Exclusion, and which shall be 30 calendar days after the Notice Plan is completed.

61. "**Objection**" means the written communication that a Settlement Class Member must file with the Court by the Objection/Exclusion Deadline to validly object to the Settlement.

62. "**Person**" means any natural person.

63. "**Parties**" means Plaintiffs and Bigelow collectively and "**Party**" means either Plaintiffs or Bigelow individually.

64. "**Proof of Purchase**" means a receipt, copies of receipts, paid invoice, or other similar types of documentation evidencing the purchase of Class Products by Class Members (i.e., valid documentation showing the location, date, and quantifies of purchase by Class Members). Proof of Purchase is subject to review by the Settlement Administrator for fraud. If a Settlement Class Member fails to satisfactorily provide any information requested by the Settlement Administrator, the Settlement Administrator may reject the Claim entirely and/or convert it to a Claim without Proof of Purchase.

65. "**Qualified Settlement Fund**" or "**QSF**" mean the Court-approved qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1 and the fund in which the Maximum Settlement Amount shall be deposited. Any pre-distribution earned interest (less any amount that is needed to satisfy the IRS in earned interest taxes accrued in the QSF) shall be paid to Claimants. Any post-distribution earned interest (less any amount that may be needed to satisfy the IRS in earned interest taxes accrued in the QSF) shall be paid to the *Cy Pres* Recipient, or as otherwise agreed to by the Parties (i.e., to pay residual Claims or unanticipated administration costs), and subject to the express approval of the Court, however, under no circumstances will any such interest return to Bigelow.

66. "**Released Claims**" means any claim, cross-claim, liability, right, demand, suit, matter, obligation, damage, restitution, disgorgement, loss or cost, attorneys' fee, cost or expense, action or cause of action, of every kind and description that the Releasing Parties have or had, including assigned claims, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis or on behalf of the general public against any of the Released Parties that are based on, arise out of, or

relate to the allegations or claims in the Action that the Class Products were falsely or deceptively advertised as Manufactured in the USA.

67. "**Released Parties**" means Bigelow, and all of its past, present and/or future parents, predecessors, successors, assigns, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present and/or future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys, insurers, representatives, advisors, consultants, brokers, distributors, wholesalers, subrogees and assigns of any of the foregoing, and representatives of any of the foregoing.

68. "**Releasing Parties**" means Plaintiffs, each Class Member who does not submit a timely and valid Request for Exclusion, and any Person claiming by or through such Class Member as his/her spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, devisee, predecessor, successor, assignee, representative of any kind, shareholder, partner, director, employee, or affiliate.

69. "**Request for Exclusion**" means the written communication that a Class Member must submit to the Settlement Administrator by the Objection/Exclusion Deadline to exclude themselves from the Settlement.

70. "**Settlement**" means the settlement embodied in this Agreement.

71. "**Settlement Administrator**" means JND Legal Administration ("JND"), which will be responsible for, *inter alia*, providing notice to the Settlement Class and administering the Settlement.

72. "**Settlement Benefit**" means the monetary payment that shall be paid to all Claimants who submit a valid and timely Claim Form.

73. "**Settlement Class**" means the Class that was previously certified by the Court and to which class notice was previously provided:

> All natural persons who purchased at least one 18/20 count box of Bigelow Earl Grey Black Tea Caffeine, Green Tea Caffeine, Constant Comment Black Tea Caffeine, Green Lemon Tea Caffeine, Vanilla Chai Black Tea Caffeine, English Tea Time Black Tea Caffeine, Spiced Chai Black Tea Caffeine, French Vanilla Black Tea Caffeine, or Vanilla Caramel Black Tea Caffeine, labeled as "Manufactured in the USA 100% American Family Owned," at a retail store in the state of California, at any time from October 17, 2017 to July 31, 2023.

Excluded from the Settlement Class are: (a) Bigelow and Released Parties, (b) distributors and retailers of the Class Products, (c) the Court and its staff, (d) the Mediator and his staff, (e) counsel of record for the Parties and their immediate family members, and (f) all Persons who have timely and properly excluded themselves from the Settlement Class.

74. "**Settlement Notice and Administration Costs**" means the costs for providing notice and administration of the Settlement, and the costs for providing notice after the Court certified the Class, and which shall be paid to the Settlement Administrator subject the Court's approval.

75. "**Settlement Website**" means the ADA-compliant website (www.teaclassaction.com) established by the Settlement Administrator for purposes of providing Notice, Claim Forms, and other information regarding this Settlement Agreement. The Settlement Website will include, *inter alia*, (a) an FAQ section, (b) links to all pertinent documents including, the Settlement Agreement, Long Form Notice, and all other relevant pleadings as agreed by the Parties or as ordered by the Court, (c) the Fee Application and Motions for Preliminary Approval and Final Approval (and orders granting these motions if and when they are issued), (d) a toll-free number that will be operated by the Settlement Administrator, (e) and other pertinent information about the Settlement, including the

ability to complete and submit the Claim Form, and Class Counsel's contact information. The Settlement Website will be updated regularly with relevant documents as they become available.

76. "**Summary Notice**" means notice of the proposed Settlement will be published in the *LA Daily News*. Summary Notice is to be provided substantially in the forms of **Exhibit 6** hereto, but which may be modified as necessary to comply with the provisions of any order by the Court. The Parties shall also have discretion to make non-material edits (e.g., fix typos, dates, etc.) to the Summary Notice after it has been approved by the Court.

77. "**Unclaimed Settlement Benefits**" means the funds, if any, for which Claimants do not take custody within the timeframe allowed to do so.

III. SETTLEMENT BENEFITS TO CLAIMANTS

78. Each Claimant who submits a valid and timely Claim Form shall be entitled to a Settlement Benefit, paid from the Class Judgment Amount, as follows:

a. **Option A—Without Proof of Purchase.** Each Claimant who does not submit sufficient Proof of Purchase, or no Proof of Purchase at all, but who submits an attestation of his/her purchase of Class Product(s) under penalty of perjury, may claim $0.50 per Class Product purchased, up to a maximum recovery of $10.

b. **Option B—With Proof of Purchase.** Each Claimant who submits sufficient Proof of Purchase, and who submits an attestation of his/her purchase of Class Product(s) under penalty of perjury, may claim $0.50 per Class Product, up to a maximum recovery of $20.

c. If more than one valid Claim Form is submitted from the same Household, the Settlement Administrator will only pay the aggregate amount of all valid Claim

Forms from that Household, up to the maximum recovery of $10 or $20 (depending on whether or not valid Proof of Purchase is submitted), and it shall pay this aggregate amount to the Claimant who submitted the first valid and timely Claim Form from the Household.

d. Electronic Claim Forms will automatically cap the amounts at $10 and $20, respectively. If a Claimant completes a Paper Claim Form that identifies purchases that exceed the maximum recovery, it will be construed as requesting the maximum recovery (e.g., if a Claimant chooses Option A and identifies 50 purchases, the Claim will be for 20 purchases or $10).

79. **Pro Rata Adjustments to Settlement Benefits.** Settlement Benefits shall be adjusted pro rata depending on the total aggregate dollar value of all valid and timely Claims submitted as follows:

a. **Pro Rata Decrease**. If the aggregate monetary value of all valid and timely Claims submitted by Class Members exceeds the Class Judgment Amount, then each Class Member's Settlement Benefit shall be reduced on a pro rata basis, based on the number of qualifying purchases.

b. **Pro Rata Increase**. If the aggregate monetary value of all valid and timely Claims submitted by Class Members is less than the Class Judgment Amount, then each Class Member's Settlement Benefit shall be increased on a pro rata basis, based on the number of qualifying purchases, up to a maximum of $20 for Option A Claimants, and up to a maximum of $40 for Option B Claimants.

80. **Method of Payment**. Settlement Benefits to Claimants shall be in the form of cash via (a) paper checks or (b) electronic payment via Zelle, PayPal, or Venmo, as selected by the Claimant when completing the Claim Form.

a. To assist with claims administration, Claimants who complete and mail a paper Claim Form can only choose payment via check (as account verification, which cannot be provided through the physical Claim Form, is needed for the electronic payment methods). Claimants completing the Claim Form electronically can choose a physical or electronic payment method.

b. If a Claimant selects the paper check option but claims less than $1.50, or if the Claimant selects $1.50 or greater but the amount falls below $1.50 due to a pro rata reduction, the payment method will be converted to an electronic Zelle, PayPal or Venmo payment, provided there is sufficient information to enable an electronic payment. If the Claimant provides insufficient information to enable an electronic payment, the claimed funds will go to the *Cy Pres* Recipient.

c. No action must be taken with respect to Zelle or Venmo payments, unless the Settlement Administrator receives a bounce-back for an invalid email address or phone number, in which case the Settlement Administrator will mail a paper check to the Claimant.

d. Paper checks and PayPal are the only methods of payment that require Claimants to take action to receive custody of the funds (e.g., accepting the funds via PayPal or cashing, depositing, or otherwise negotiating the check). Claimants who elect to receive paper checks shall have 90 calendar days from issuance to negotiate the check and the face of each check will state the check-cashing deadline. Claimants

who elect to receive Settlement Benefits through PayPal must accept the funds within 30 calendar days per PayPal's procedures. Any remaining funds are considered Unclaimed Settlement Benefits.

e. All disbursement methods shall be structured to ensure that no unclaimed, unredeemed, or otherwise unused funds are retained by any payment platform or vendor. The Settlement Administrator shall implement procedures to track the status of all payments and recover any Unclaimed Settlement Benefits. No Unclaimed Settlement Benefits shall be retained by the Settlement Administrator or any payment processor, financial institution, FinTech vendor, or other third party under any circumstances.

81. **Distribution of Settlement Benefits**. The Settlement Administrator shall distribute the Settlement Benefits to Claimants within 30 calendar days of receiving the Maximum Settlement Amount.

82. **Distribution of Unclaimed Settlement Benefits**. The Settlement Administrator shall distribute any Unclaimed Settlement Benefits to the *Cy Pres* Recipient within 30 calendar days of the expiration date for Claimants to take custody of their Settlement Benefits.

IV. CLAIM FORM SUBMISSION AND PROCESSING

A. Submission of Claim Forms

83. To receive a Settlement Benefit, Class Members must submit a Claim Form to the Settlement Administrator by either: (a) completing, certifying, and sending the paper Claim Form to the Settlement Administrator via U.S. Mail; or (b) completing, certifying, and submitting the Claim Form electronically to the Settlement Administrator via the Settlement Website or via email to the Settlement Administrator.

84. To be timely, the Claim Form must be postmarked or electronically submitted no later than the Claim Deadline. Claim Forms postmarked or electronically submitted after the Claim Deadline may be denied by the Settlement Administrator.

85. To be valid, the Claim Form must: (a) be signed in hard copy or electronically by the Claimant under penalty of perjury; and (b) bear an attestation by the Claimant that he/she purchased the Class Product(s). Claim Forms that do not meet these requirements may be denied by the Settlement Administrator.

86. In completing the Claim Form, Claimants have two options: (a) if they have no Proof of Purchase, they may select Option A or (b) if they have Proof of Purchase, they may select Option B.

B. Claim Form Review

87. The Settlement Administrator shall review all submitted Claim Forms to determine the validity and timeliness of the Claim, each Claimant's eligibility for the Settlement Benefit, and the amount of such relief, if any. Copies of submitted Claim Forms may be provided to Bigelow's Counsel and to Class Counsel upon request and under any other circumstances that merit doing so in the Settlement Administrator's discretion. Claimants who submit Claims Forms that do not meet the eligibility requirements described herein may be denied by the Settlement Administrator, in consultation, as necessary, with Bigelow's Counsel and Class Counsel.

C. Fraudulent Claims and Fraud Review Process

88. The Settlement Administrator shall use good faith and appropriate procedures to prevent, detect, and reject the payment of Fraudulent Claims and ensure payment of only legitimate Claims, including but not limited to: (a) reviewing Claim Forms for evidence of waste,

fraud, and abuse; (b) screening for duplicate Claims, Claims seeking more than the maximum cash payment permitted, or other indicia that could indicate fraud or abuse; and (c) requesting additional information from Claimants that is reasonably necessary to validate Claims. The Settlement Administrator may reject a Claim Form for which all requested information necessary to screen the Claim for fraud or abuse is lacking.

89. The Settlement Administrator shall have at least 30 calendar days from the Claim Deadline to complete its fraud and Claim Form review process. The Settlement Administrator's fraud review process shall be completed prior to the deadline for Plaintiffs to file their Motion for Final Approval and it shall be summarized in a declaration or other document submitted to the Court.

90. Any Persons that are deemed to have knowingly submitted Fraudulent Claims may be referred to the appropriate law enforcement agency.

V. NOTICE PLAN

91. Notice of the Settlement shall conform to all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and any other applicable laws, and shall otherwise be in the manner and form approved by the Court.

92. The Notice Plan shall reach at least 70% of the Class. To the extent any changes to the Notice Plan set forth herein need to be modified, the Parties agree to work cooperatively to make any such changes.

93. Upon Preliminary Approval, notice of the Settlement to the Class shall be provided according to the following Notice Plan:

a. **Settlement Website Notice**: Within 21 calendar days of Preliminary Approval, the Settlement Administrator shall launch a Settlement Website (www.teaclassaction.com), which will include, *inter alia*, links to the Long Form Notice, the Summary Notice, this Settlement Agreement and Exhibits, the Claim Forms, relevant filings and orders, and information relating to filing a claim, objecting to the Settlement, opting out of the Settlement, other deadlines relating to the Settlement, and instructions on how to access the case docket via PACER. The Settlement Website will also provide Class Members with the ability to submit Claim Forms and Requests for Exclusion. The Settlement Website shall be compliant with the Americans with Disabilities Act of 1990.

b. **Toll-Free Telephone Support**: Within 21 calendar days of Preliminary Approval, the Settlement Administrator shall establish a toll-free live telephone support system to provide Settlement Class Members with (a) general information about the Action and Settlement; (b) frequently asked questions and answers; and (c) information relating to submitting a Claim, objecting to the Settlement, opting out of the Settlement, and other deadlines relating to the Settlement.

c. **Direct Notice**: Within 21 calendar days of Preliminary Approval, the Settlement Administrator shall initiate the Direct Notice program to be sent via e-mail to all Persons for whom Bigelow previously provided e-mail addresses (i.e., the 26,223 unique potential Class Members). *See* ECF 111 ¶¶ 5-6. The Direct Notice shall be in the body of the email. The Settlement Administrator will implement protocols and procedures to ensure delivery of Direct Notice via email by, *inter alia*, notifying major ISPs that it will begin a large email campaign (thereby reducing the risk of

the email being identified as spam or junk email). The Settlement Administrator will also make reasonable efforts to re-email the Direct Notice to all email addresses for which it receives any undeliverable or bounce back notices, to the extent possible.

d. **Print Publication Notice**: Within 30 calendar days after an order granting Preliminary Approval, the Settlement Administrator will publish the Summary Notice in the *LA Daily News* one day a week for a period of four consecutive weeks in compliance with the California CLRA.

e. **Internet Publication Notice**: The Settlement Administrator will purchase Internet banner notice ads, social media ads, and search ads, that will allow access to the Settlement Website through an embedded hyperlink contained within the banner notice ad. Internet Publication Notice will commence within 21 calendar days after an order granting Preliminary Approval and it shall continue for a period of 6 weeks.

f. **CAFA Notice**: Within 10 calendar days after Plaintiffs file the Motion for Preliminary Approval, the Settlement Administrator shall provide CAFA Notice, in compliance with 28 U.S.C. § 1715, and the Settlement Administrator shall provide a declaration attesting to this. Prior to distributing the CAFA Notice, the Settlement Administrator shall provide a draft of the Notice to Bigelow's Counsel and Class Counsel for review and approval.

VI. SETTLEMENT ADMINISTRATION

94. The Settlement Administrator shall be responsible for administrative tasks, including, without limitation:

a. Arranging, as set forth in Section V and in the Preliminary Approval Order, for distribution of Notice of the Settlement (in a form substantially similar to that approved by the Court) and Claims Forms (in a form substantially similar to that approved by the Court) to Class Members;

b. Answering inquiries from Class Members pertaining to the mechanics of exercising their rights under the Settlement and directing any inquiries from Class Members pertaining to the substantive terms of the Settlement to Class Counsel;

c. Receiving and maintaining correspondence regarding the Settlement Agreement;

d. Posting notices, Claim Forms, and other related documents on the Settlement Website and otherwise maintaining the Settlement Website;

e. Receiving and processing Claim Forms, including conducting fraud review, and rejecting notices for potential invalid/fraudulent Claims;

f. Providing prompt updates to Bigelow's Counsel and Class Counsel regarding the number of Claims, Claims identified and flagged as fraudulent, Requests for Exclusion, and Objections;

g. Providing declaration(s) in support of preliminary and final approval as necessary and appropriate;

h. Distributing payments under the Settlement the Maximum Settlement Amount deposited by Bigelow;

i. Providing a post-distribution accounting declaration and/or any other declarations regarding compliance with and effectuation of the terms of the Settlement; and

j. Otherwise assisting with implementation and administration of the Settlement Agreement terms as the Parties mutually agree or the Court orders the Settlement Administrator to perform.

VII. OBJECTIONS AND REQUESTS FOR EXCLUSION

A. Objections

95. Class Members shall have the right to appear and present Objections as to any reason why the terms of this Agreement should not be given final approval. Any Objection must be made within the Objection/Exclusion Deadline, and must be in writing and submitted to the Court in either of the following manners: (1) mailing the Objection to the Clerk of Court, United States District Court for the Central District of California, 350 West 1st Street, Los Angeles, CA 90012, or (2) filing the Objection in person at any location of the United States District Court for the Central District of California or via the ECF electronic filing system.

96. The date of the postmark on the envelope, or the electronic date of submission or filing, shall be the exclusive means used to determine whether an Objection has been timely submitted by the Objection/Exclusion Deadline.

97. Objections must contain the following:

a. A caption or title that identifies it as "Objection to Class Settlement in *Banks, et al. v. R.C. Bigelow, Inc.*, No. 2:20-cv-06208-SVW (RAOx)" or similar language that makes it clear that the Person is objecting to this Settlement;

b. Information sufficient to identify and contact the objecting Class Member, including name, address, telephone number, and, if available, email address, and if represented by counsel, the foregoing information for his/her counsel;

c. Information sufficient to establish the person's standing as a Class Member (e.g., Proof of Purchase or verification under penalty of perjury as to the Person's purchase of a Class Product);

d. A clear and concise statement of the factual and legal grounds for the Objection;

e. Whether the Objection applies only to the Class Member, to a specific subset of the Settlement Class, or to the entire Settlement Class;

f. Whether the Class Member, or his or her counsel, intends to appear at the Final Approval Hearing; and

g. The Class Member's signature, in addition to the signature of his/her attorney, if any.

98. Plaintiffs and Bigelow shall each have the right to respond to any Objection no later than 7 calendar days prior to the Final Approval Hearing.

99. Class Members who fail to file written Objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement and shall be bound, to the extent allowed by law, by the terms of the Settlement Agreement.

B. Requests for Exclusion

100. Any Class Member who does not wish to participate in this Settlement must submit a Request for Exclusion to the Settlement Administrator by the Objection/Exclusion Deadline, stating a clear intention to be "excluded" from or "opt out" of the Settlement. The Request for Exclusion must contain the Class Member's name, current address, and telephone number. The Request for Exclusion must be signed by the Class Member, dated

and sent to the Settlement Administrator via email to info@TeaClassAction.com (either as an attachment or in the body of the email) or by hard copy via U.S. Mail.

101. The postmarked date of a submission by mail, or the electronic date of submission in the case of a submission via email, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted by the Objection/Exclusion Deadline. Any Class Member who submits a timely and valid Request for Exclusion shall not be bound by this Settlement Agreement and they shall not release the Released Claims.

102. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Objection/Exclusion Deadline shall be bound, to the extent allowed by law, by all terms of the Settlement Agreement and any Final Approval Order and Final Judgment entered by the Court.

103. Class Members who submit a valid and timely Request for Exclusion cannot object to the Settlement, nor shall they have the right to appeal or comment on the Settlement. If a Class Member submits both a valid and timely Request for Exclusion and Objection, the Request for Exclusion shall control.

104. If a Class member submits both a valid Claim Form and Request for Exclusion, the Claim Form shall take precedence and be considered valid and binding, and the Request for Exclusion shall be deemed submitted by mistake and rejected.

C. No Solicitation of Objections or Requests for Exclusion

105. The Parties and their counsel agree to use reasonable efforts to carry out this Agreement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage any Person or entity to submit Objections or Requests for Exclusion or to appeal from the Court's Final Approval Order and Final Judgment.

VIII. FEE AWARD, CLASS REPRESENTATIVE SERVICE AWARDS, AND SETTLEMENT NOTICE AND ADMINISTRATION COSTS

A. Fee Award

106. No later than 35 calendar days before the Objection/Exclusion Deadline, Class Counsel shall file supplemental briefing or a renewed motion in support of their Fee Application seeking the Fee Award.

107. If the Court approves less than the requested Fee Award, the difference will go to the Class Judgment Amount.

108. Class Counsel, in their sole discretion, shall allocate and distribute the Fee Award. Class Counsel shall be solely and legally responsible to pay applicable taxes on Fee Award, and they shall hold harmless Bigelow from any claim or liability for taxes, penalties, or interest arising from the Fee Award.

109. The Settlement Administrator shall distribute the Fee Award to Class Counsel within 30 calendar days of receiving the Maximum Settlement Amount.

110. Payment by Bigelow of any Fee Award is separate from, and in addition to, the other relief afforded to Settlement Class Members in this Agreement.

111. Bigelow shall be responsible for its own attorneys' fees and costs incurred in this Action.

B. Class Representative Service Awards

112. No later than 35 calendar days before the Objection/Exclusion Deadline, Class Counsel shall file supplemental briefing or a renewed motion in support of their Fee Application seeking the Class Representative Service Awards.

113. If the Court approves less than the requested Class Representative Service Awards, the difference will go to the Class Judgment Amount.

114. Plaintiffs shall be solely and legally responsible to pay applicable taxes on their Class Representative Service Awards, and they shall hold harmless Bigelow and Class Counsel from any claim or liability for taxes, penalties, or interest arising from the Class Representative Service Awards.

115. Payment by Bigelow of any Class Representative Service Awards is separate from, and in addition to, the other relief afforded to Settlement Class Members in this Agreement.

116. The Settlement Administrator shall distribute the Class Representative Service Awards to Plaintiffs within 30 calendar days of receiving the Maximum Settlement Amount

C. Settlement Notice and Administration Costs

117. Settlement Notice and Administration Costs are estimated to be $326,000 and they shall not exceed $400,000 unless otherwise agreed to by the Parties for good cause and expressly approved by the Court. JND's reimbursable costs also include $101,605.90 for providing notice after the Court granted class certification. Thus, total costs to JND for providing notice and administering the Settlement are estimated to be $427,605.90, and they shall not exceed $501,605.90 unless otherwise agreed to by the Parties for good cause and expressly approved by the Court. If the Court approves less than the requested Notice and Administration Costs, the difference will go to the Class Judgment Amount.

118. No later than 35 calendar days before the Objection/Exclusion Deadline, Class Counsel shall submit supplemental briefing in support of their Fee Application seeking $501,605.90 in Settlement Notice and Administration Costs, which will include a declaration from the Settlement Administrator attesting to its current costs, and no later than 7 calendar days prior to the Final Approval Hearing (after the Settlement Administrator has completed its fraud review and finalized its determination of valid Claims), Plaintiffs shall file a

declaration from the Settlement Administrator attesting to its final costs. If those final costs are less than $501,605.90 the difference shall go to the Class Judgment Amount.

119. The Settlement Administrator shall be solely and legally responsible to pay applicable taxes on Settlement Notice and Administration Costs, and it shall hold harmless Bigelow and Class Counsel from any claim or liability for taxes, penalties, or interest arising from the Settlement Notice and Administration Costs.

120. The Settlement Administrator shall pay itself the Settlement Notice and Administration Costs within 30 calendar days of receiving the Maximum Settlement Amount.

IX. APPROVAL PROCESS

A. Preliminary Approval

121. As soon as reasonably practicable after this Settlement Agreement is fully executed, Plaintiffs shall file a Motion for Preliminary Approval of Class Settlement that seeks entry of the Preliminary Approval Order by the Court and which, in accordance with the terms of this Agreement, will:

a. Preliminarily approve this Settlement Agreement;

b. Provisionally certify a Settlement Class under Federal Rule of Civil Procedure 23;

c. Approve the Settlement Administrator;

d. Approve and authorize the contents of the Notice Plan and distribution of the Notice;

e. Appoint Class Counsel as counsel for the Settlement Class and Plaintiffs as representatives for the Settlement Class;

f. Approve and authorize the procedures for submitting Objections and Requests for Exclusion and the binding nature thereof;

g. Set deadlines for submitting papers in support of the Motion for Final Approval, the Fee Application, and any responses to timely and valid Objections;

h. Schedule the Final Approval Hearing to determine whether Final Approval of the Settlement Agreement is warranted; and

i. Stay all activity in the Action except to the extent necessary to effectuate this Agreement unless and until this Agreement is terminated pursuant to its terms and conditions.

B. Final Approval

122. No later than 28 calendar days before the Final Approval Hearing, Class Counsel shall file a Motion for Final Approval of Class Settlement that seeks entry of a Final Approval Order and Final Judgment by the Court and which, in accordance with the terms of this Agreement, will:

a. Find that this Agreement is entered into in good faith, is reasonable, fair and adequate, and is in the best interest of the Settlement Class Members;

b. Approve all payments contemplated under the Settlement set forth above;

c. Confirm the certification of the Settlement Class as defined above;

d. Release the Released Parties from the Released Claims of the Releasing Parties;

e. Dismiss this Action, with prejudice, upon the Effective Date;

f. Retain the Court's continuing and exclusive jurisdiction over the enforcement, interpretation, and applicability of the Settlement and power to enjoin all actions in any jurisdiction against the Released Parties as necessary to preserve the Court's jurisdiction; and

g. Make such orders as are necessary and appropriate to effectuate the terms and conditions of this Settlement Agreement.

123. The Court shall conduct a Final Approval Hearing so that the Court may review any objections to this Agreement, consider the fairness, reasonableness and adequacy of this Agreement and consider Plaintiffs' Motion for Final Approval and Fee Application. The date of the Final Approval Hearing shall be posted on the Settlement Website in advance of the hearing. If the date of the Final Approval Hearing is subsequently modified by the Court, no further notice is required to be published to Class Members, except that the Parties will notify any Class Member who has filed a timely Objection in writing of any change to the date of the Final Approval Hearing.

X. RELEASED CLAIMS

124. Upon the Effective Date, each of the Plaintiffs and each Class Member who has not validly and timely submitted a Request for Exclusion shall be deemed to release and forever discharge any and all Released Parties of and from liability of any kind or type whatsoever for any and all Released Claims, and shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim(s) against any Released Party in any court or forum. This Agreement shall be the sole and exclusive remedy available to the Releasing Parties for any and all Released Claims against the Released Parties. No Released Party shall be subject to liability or expense of any kind to any Releasing Party with respect to the Released Claims.

125. The Releasing Parties and Released Parties agree that they may hereafter discover facts in addition to or different from those they believe to be true with respect to the subject matter of this Agreement. The Releasing Parties and Released Parties agree that, notwithstanding

the discovery of the existence of any such additional or different facts that, if known, would materially affect its decision to enter into this Agreement, the releases herein given shall be and remain in effect as a full, final and complete general release of the Released Claims and the Releasing Parties and Released Parties shall not be entitled to modify or set aside this Agreement, either in whole or in part, by reason thereof. The Releasing Parties and Released Parties hereby waive and relinquish, to the fullest extent permitted by law, the rights and benefits of any statute which might otherwise render unenforceable a release contained in this Agreement.

126. With respect to all Released Claims, the Releasing Parties agree that they are expressly waiving and relinquishing to the fullest extent permitted by law (a) the provisions, rights and benefits conferred by 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" and (b) any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, that is similar, comparable or equivalent to Section 1542 of the California Civil Code.

XI. TERMINATION AND EFFECT OF TERMINATION

127. Each Party shall have the right to terminate this Settlement Agreement if: (a) the Court denies preliminary approval of this Settlement; (b) the Court denies final approval of this Settlement; or (c) the Final Approval Order or Final Judgment do not become final by

reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving the Settlement on the terms set forth herein. If a Party elects to terminate this Settlement Agreement under this paragraph, that Party must provide written notice to the other Party's counsel, by hand delivery, mail, or e-mail within 10 calendar days of the occurrence of the condition permitting termination.

128. If the Settlement is not approved, the Parties shall meet and confer in good faith to try to effectuate the material terms of the Settlement and/or negotiate a different settlement, consistent with the Parties' desire and intent to resolve this Action. As part of this meet and confer process, the Parties shall seek the service of the Mediator, or another mediator as mutually agreed by the Parties, as necessary.

129. Nothing shall prevent Plaintiffs and/or Bigelow from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of Final Approval or other aspect of the Settlement.

130. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (a) this Settlement Agreement and all orders entered in connection therewith shall be rendered null and void; and (b) all Parties shall be deemed to have reverted to their respective status in the Action as of the date and time immediately preceding the execution of this Settlement Agreement and, except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed, except that the Parties shall not seek to recover from one another any attorneys' fees, costs, and expenses incurred in connection with this Settlement, including any

Settlement Notice and Administration Costs already incurred by the Settlement Administrator.

XII. NON-ADMISSION OF FAULT OR LIABILITY

131. This Agreement, whether or not consummated, and any communications exchanged or actions taken pursuant to or during the negotiation of this Agreement are for settlement purposes only. Neither the fact of nor the contents of this Agreement or its exhibits, nor any communications exchanged, nor actions taken, pursuant to or during the negotiation of this Agreement, shall constitute, be construed as, or be admissible in evidence as an admission of the validity of any claim asserted or fact alleged in this Action or of any wrongdoing, fault, violation of law or liability of any kind on the part of Bigelow.

XIII. MISCELLANEOUS

132. **Non-Admissibility**. This Agreement and all negotiations, correspondence and communications leading up to its execution, shall be deemed to be within the protection of Federal Rule of Evidence 408 and any analogous state or federal rules or principles. Neither this Agreement, nor any terms, conditions, contents or provisions hereof or exhibits hereto, nor any negotiations, correspondence or communications leading up to the execution of this Agreement, shall constitute a precedent or be admissible for any purpose in any proceeding; provided, however, that this Agreement shall be admissible in any proceeding related to the approval of this Agreement, to enforce any of its terms and conditions, to support or defend this Agreement in an appeal from an order granting or denying Final Approval, to enforce or assert a claim or defense of *res judicata*, *collateral estoppel*, claim preclusion, issue preclusion, settlement, release, merger and bar, or any similar claim or

defense against the Plaintiffs, any Class Member, or any third party, or in any proceeding involving Bigelow and any of its insurance carriers.

133. **Reservation of Rights**. This Settlement Agreement is made without prejudice to the right of the Parties to take any position in their prosecution or defense of the Action should this Agreement not be approved or implemented.

134. **Dispute Resolution.** If Plaintiffs or Class Counsel, on behalf of Plaintiffs or the Settlement Class, or Bigelow's Counsel, on behalf of Bigelow, at any time believe that the other Party has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of the alleged violation. The Parties shall meet and confer in good faith to resolve the dispute. If the Parties are unable to resolve their differences within 14 calendar days, either Party shall first contact the Mediator to try to resolve the dispute. If that proves unsuccessful, the Party may file an appropriate motion for enforcement with the Court.

135. **Non-Disparagement**. Class Counsel and Class Representatives agree not to disparage or otherwise take any action which could reasonably be expected to adversely affect the reputation of Bigelow. Bigelow and Bigelow's Counsel agree not to disparage or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of Class Counsel and Class Representatives.

136. **Authority to Execute**. The Parties warrant and represent that the Persons executing this Agreement are duly authorized to do so.

137. **Signatures**. This Agreement may be executed in one or more counterparts, by facsimile, PDF, electronic mail, or original signature, each of which shall be deemed an original against the Party whose signature is provided, and all of which shall be considered an original and together shall constitute one agreement binding on all Parties. The Parties

agree that a facsimile, PDF, or electronic signatures shall be as valid and enforceable as original ink signatures. The Parties further agree that they may use DocuSign, an electronic signature technology, to expedite the execution of this Agreement.

138. **Assignment of Claims**. The Parties warrant and represent that no claim or any portion of any claim referenced or released in this Agreement has been sold, assigned, conveyed, or otherwise transferred to any other entity or Person.

139. **Reading and Understanding**. The Parties warrant and represent that they have carefully read this Agreement, have consulted their attorneys regarding this Agreement, and fully understand and voluntarily accept the terms and conditions of this Agreement.

140. **Reliance on Own Judgment.** The Parties warrant and represent that they have relied upon their own judgment and that of their legal counsel regarding the sufficient and agreed upon consideration for this Agreement and that no statement or representation by any of the other Parties or their agents, employees, officers, directors or legal representatives influenced or induced them to execute this Agreement.

141. **Governing Law.** This Agreement shall be construed under and governed by the laws of the State of California, applied without regard to choice of law principles that may otherwise be applicable.

142. **Jurisdiction.** The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the resolution embodied in this Agreement and all orders and judgments entered in connection therewith. In granting Final Approval, the Court shall enjoin all actions in any

jurisdiction against the Released Parties involving the Released Claims as may be necessary to preserve the Court's jurisdiction.

143. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject of this Agreement and shall supersede any previous agreements, representations, communications and understandings among the Parties with respect to the subject matter of this Agreement.

144. **Joint Preparation.** This Agreement shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any of the Parties.

145. **Captions**. The captions used in this Agreement are for convenience and identification purposes only and are not part of this Agreement.

146. **Amendment or Modification**. This Agreement may not be changed, modified, or amended except in writing signed by all Parties (or their successors-in-interest) and approved by the Court. Notwithstanding the foregoing, however, the claims process set forth above may be modified by mutual agreement of the Parties without Court approval and the Parties may agree to reasonable extensions of time in which to accomplish the tasks required by the terms and conditions of this Agreement.

147. **Cooperation**. The Parties and their counsel agree to cooperate fully with one another and to use their best efforts to effectuate the Settlement, including without limitation in seeking preliminary and final Court approval of the Settlement embodied herein, carrying out the terms of this Settlement, and promptly agreeing upon and executing all such other documentation as may be reasonably required to obtain Final Approval by the Court of the Settlement.

148. **No Waiver**. The waiver of any term or condition or breach of this Agreement shall not be deemed to be a waiver of any other term or condition or breach of this Agreement and shall not be deemed to be a continuing waiver.

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[SIGNATURES BEGIN ON FOLLOWING PAGE]

APPROVED AND AGREED TO BY PLAINTIFFS

By: Signed by: Kimberly Banks 80A2A933265342E... Date: 9/1/2026

Kimberly Banks

By: _____ Date: _____

Carol Cantwell

APPROVED AND AGREED TO BY R.C. BIGELOW, INC.

By: _____ Date: _____

Title: _____

APPROVED AND AGREED TO BY PLAINTIFFS

By: _____ Date: _____

Kimberly Banks

By: DocuSigned by: Carol Cantwell 9A705FC167BD431... Date: 9/1/2026

Carol Cantwell

APPROVED AND AGREED TO BY R.C. BIGELOW, INC.

By: _____ Date: _____

Title: _____

APPROVED AS TO FORM, AS TO ALL OBLIGATIONS BY CLASS COUNSEL, AND AS TO PARAGRAPHS 40 AND 135 BY CLASS COUNSEL

By: _____ Date: 09/01/2026

Todd M. Schneider
Jason H. Kim

Schneider Wallace Cottrell Kim LLP

By: _____ Date: _____

Aubry Wand

The Wand Law Firm, P.C.

APPROVED AS TO FORM AND AS TO PARAGRAPHS 40 AND 135 BY BIGELOW'S COUNSEL

By: _____ Date: _____

Timothy K. Branson
Patrick J. Mulkern

Gordon Rees Scully Mansukhani, LLP

APPROVED AS TO FORM, AS TO ALL OBLIGATIONS BY CLASS COUNSEL, AND AS TO PARAGRAPHS 40 AND 135 BY CLASS COUNSEL

By: _____ Date: _____

Todd M. Schneider
Jason H. Kim

Schneider Wallace Cottrell Kim LLP

By: _____ Date: September 1, 2026

Aubry Wand

The Wand Law Firm, P.C.

APPROVED AS TO FORM AND AS TO PARAGRAPHS 40 AND 135 BY BIGELOW'S COUNSEL

By: _____ Date: _____

Timothy K. Branson
Patrick J. Mulkern

Gordon Rees Scully Mansukhani, LLP

APPROVED AND AGREED TO BY PLAINTIFFS

By: _____ Date: _____

Kimberly Banks

By: _____ Date: _____

Carol Cantwell

APPROVED AND AGREED TO BY R.C. BIGELOW, INC.

By: Paul Schenfeld /PS/ Date: 9-2-2026

Title: CFO

APPROVED AS TO FORM, AS TO ALL OBLIGATIONS BY CLASS COUNSEL, AND AS TO PARAGRAPHS 40 AND 135 BY CLASS COUNSEL

By: _____ Date: _____

Todd M. Schneider
Jason H. Kim

Schneider Wallace Cottrell Kim LLP

By: _____ Date: _____

Aubry Wand

The Wand Law Firm, P.C.

APPROVED AS TO FORM AND AS TO PARAGRAPHS 40 AND 135 BY BIGELOW'S COUNSEL

By: _____ Date: September 2, 2026

Timothy K. Branson
Patrick J. Mulkern

Gordon Rees Scully Mansukhani, LLP