EXHIBIT A

SCHNEIDER WALLACE COTTRELL KIM LLP
Todd M. Schneider (Admitted *Pro Hac Vice*)
Jason H. Kim (Admitted *Pro Hac Vice*)
2000 Powell Street, Suite 1400
Emeryville, CA 94608
Telephone: (415) 421-7100
Email: tschneider@schneiderwallace.com
jkim@schneiderwallace.com

THE WAND LAW FIRM, P.C.
Aubry Wand (Admitted *Pro Hac Vice*)
100 Oceangate, Suite 1200
Long Beach, CA 90802
Telephone: (310) 590-4503
Email: awand@wandlawfirm.com

Attorneys for Plaintiffs and the Classes

GORDON REES SCULLY MANSUKHANI, LLP
Timothy K. Branson (Admitted *Pro Hac Vice*)
101 W. Broadway, Suite 2000
San Diego, CA 92101
Telephone: (619) 230-7789
Email: tbranson@grsm.com

Patrick J. Mulkern (Admitted *Pro Hac Vice*)
95 Glastonbury Blvd, Suite 206
Glastonbury, CT 06033
Telephone: (860) 494-7537
Email: pmulkern@grsm.com

GOODWIN PROCTER LLP
Richard M. Strassberg
Valerie A. Haggans
The New York Times Building
620 Eighth Avenue
New York, NY 10018
(212) 813-8800
rstrassberg@goodwinlaw.com
vhaggans@goodwinlaw.com

Attorneys for Defendant R.C. Bigelow, Inc.

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF NEW YORK

CLAUDIA NEWTON, *et al.*,

Plaintiffs,

v.

R.C. BIGELOW, INC., *et al.*,

Defendants.

CASE NO.: 2:22-cv-05660-LDH-SIL

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

SETTLEMENT AGREEMENT

This settlement agreement ("Settlement" or "Settlement Agreement") is entered into by and between Plaintiffs Claudia Newton and Brandy Leandro ("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 September 22, 2022, 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 February 16, 2023, Plaintiffs filed a first amended complaint. ECF No. 18.

3. On March 17, 2023, Bigelow filed an answer to the first amended complaint. ECF No. 23.

4. On February 14, 2025, Magistrate Judge Locke issued a report recommending that Plaintiffs' two proposed classes be certified regarding their GBL claims, and otherwise recommending that Plaintiffs' motion for class certification be denied as to all other claims. ECF No. 49. On March 31, 2025, Judge D'Arcy Hall adopted Magistrate Judge Locke's report and recommendation and certified a *Camellia Sinensis* Class and an Herbal Tea Class regarding Plaintiffs' GBL claims. ECF No. 52.

5. On July 22, 2025, the Court approved Plaintiffs' class notice plan. ECF No. 57. The Settlement Administrator successfully implemented the class notice plan pursuant to the

Court's order. ECF No. 62. Only one class member timely opted out of the class. ECF No. 62 ¶ 32.

6. Both sides filed pre-summary judgment papers, and on May 22, 2026, they filed a Consolidated Rule 56.1 Statement in support of their respective anticipated motions for summary judgment. ECF No. 84.

7. On June 10, 2026, the Parties file a Stipulation and Joint Motion to Stay based on this Settlement. ECF No. 87.

8. On June 15, 2026, the Court issued an Electronic Order adjourning all existing deadlines and setting a deadline of July 27, 2026 to file a Motion for Preliminary Approval or Further Status Report. On July 21, 2026, the Parties filed a Joint Motion extending the time to file a Motion for Preliminary Approval or Further Status Report to August 27, 2026. ECF No. 88. On August 26, 2026, the Parties filed a further Joint Motion extending the time to file a Motion for Preliminary Approval or Further Status Report to September 3, 2026. ECF No. 89.

B. Discovery

9. 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 and economics and consumer surveys, with respect to their claims. The Parties took 19 depositions, including fact, expert, Rule 30(b)(6), and third-party witness depositions.

C. Mediation and Settlement Negotiations

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

11. On December 12, 2023, the Parties participated in a mediation session with Judge Morton Denlow (Ret.) of JAMS. The Parties did not reach settlement at the conclusion of this mediation.

12. On July 14, 2025, the Parties participated in another 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. "**Action**" means *Newton, et al. v. R.C. Bigelow, Inc*., Case No. 2:22-cv-05660-LDH-SIL, pending in the United States District Court for the Eastern District of New York.

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

19. "**CAFA Notice**" means the notice which 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.

20. "**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.

21. "**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 also 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.

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

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

24. "**Class Counsel**" or "**Plaintiffs' Counsel**" means Aubry Wand of The Wand Law Firm, P.C., Todd M. Schneider and Jason H. Kim of Schneider Wallace Cottrell Kim LLP, and Greg Link and Daniella Quitt of Glancy Prongay Wolke & Rotter LLP.

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

26. "**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, Vanilla Caramel Black Tea Caffeine, Cozy Chamomile, Lemon Ginger, Lavender Chamomile, Sweet Dreams, or Orange & Spice, labeled as "Manufactured in the USA 100% American Family Owned."

27. "**Class Representatives**" or **"Plaintiffs"** means Claudia Newton and Brandy Leandro.

28. "**Class Representative Service Award**" means the monetary award in the amount of $6,500 that shall be paid to each Class Representative Plaintiff ($13,000 total) for their efforts and diligence in prosecuting this Action on behalf of the Class.

29. "**Court**" means the United States District Court for the Eastern District of New York.

30. "***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 National Consumer Law Center ("NCLC"), 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 NCLC. If the Court does not approve Feeding America or NCLC as the *Cy Pres* Recipient, the Parties shall mutually agree on another non-profit organization to present to the Court for approval.

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

32. "**Defendant's Counsel**," "**Defense Counsel**," or "**Bigelow's Counsel**" means Timothy K. Branson and Patrick J. Mulkern of Gordon Rees Scully Mansukhani, LLP and Richard M. Strassberg and Valerie A. Haggans of Goodwin Procter LLP.

33. "**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 62 ¶ 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.

34. "**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.

35. "**Fee Application**" means the motion for a Fee Award and Class Representative Service Awards, which Plaintiffs will file at least 35 calendar days before the Objection/Exclusion Deadline.

36. "**Fee Award**" means $715,413 in attorneys' fees and $506,422.47 in litigation expenses that shall be paid to Class Counsel subject the Court's approval.

37. "**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.

38. "**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.

39. **"Final Judgment"** means the Court's entry of a judgment following the Final Approval Hearing, 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.

40. "**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.

41. "**Gross Settlement Amount**" means $2,500,000 and which is the total monetary payment that Bigelow shall be responsible for paying under this Settlement in consideration for the Released Claims. Bigelow shall not be responsible for paying more than the Gross Settlement Amount under any circumstances. No portion of the Gross Settlement Amount shall revert or return to Bigelow under any circumstances once the settlement becomes finally effective. Bigelow shall transmit the Gross Settlement Amount to the QSF within 14 calendar days of the Effective Date.

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

43. "**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.

44. "**Mediator**" means Jed Melnick.

45. "**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.

46. "**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.

47. "**Net Settlement Amount**" means the Gross Settlement Amount less (a) Settlement Notice and Administration Costs to the Settlement Administrator, (b) Class Representative Service Awards to Plaintiffs, and (c) the Fee Award to Class Counsel, and which shall be used to pay Settlement Benefits. Any amount allocated to Settlement Notice and Administration Costs, Class Representative Service Awards, and the Fee Award that is not approved by the Court shall return to the Net Settlement Amount.

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

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

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

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

52. "**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.

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

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

55. "**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.

56. "**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 Gross 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.

57. "**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.

58. "**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.

59. "**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.

60. "**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.

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

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

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

64. "**Settlement Class**" means the Classes that were 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, Vanilla Caramel Black Tea Caffeine, Cozy Chamomile, Lemon Ginger, Lavender Chamomile, Sweet Dreams, or Orange & Spice, labeled as "Manufactured in the USA 100% American Family Owned," at a retail store in the State of New York, at any time from February 20, 2020 to August 5, 2021.

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.

65. "**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 Classes, and which that shall be paid to the Settlement Administrator subject the Court's approval.

66. "**Settlement Website**" means the ADA-compliant website (www.nyteaclassaction.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.

67. "**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

68. Each Claimant who submits a valid and timely Claim Form shall be entitled to a Settlement Benefit, paid from the Net Settlement 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).

69. **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 Net Settlement 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 Net Settlement 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.

70. **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.

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

72. **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

73. 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.

74. 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.

75. 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.

76. 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

77. 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

78. 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.

79. 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.

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

V. NOTICE PLAN

81. 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.

82. 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.

83. 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.nyteaclassaction.com), which will include, *inter alia*, links to the Long Form 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 5,752 unique potential Class Members). *See* ECF 62 ¶¶ 10, 11. 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. **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.

e. **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

84. 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 from the Gross 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

85. 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 Eastern District of New York, 225 Cadman Plaza East, Brooklyn, NY 11201, or (2) filing the Objection in person at any location of the

United States District Court for the Eastern District of New York or via the ECF electronic filing system.

86. 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.

87. Objections must contain the following:

a. A caption or title that identifies it as "Objection to Class Settlement in *Newton, et al. v. R.C. Bigelow, Inc.*, No. 2:22-cv-05660-LDH-SIL" 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.

88. 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.

89. 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

90. 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@NYTeaClassAction.com (either as an attachment or in the body of the email) or by hard copy via U.S. Mail.

91. 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.

92. 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.

93. 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.

94. If a Class member submits both a valid Claim Form and a 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

95. 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

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

97. If the Court approves less than the requested Fee Award, the difference will go to the Net Settlement Amount.

98. 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.

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

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

B. Class Representative Service Awards

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

102. If the Court approves less than the requested Class Representative Service Awards, the difference will go to the Net Settlement Amount.

103. 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.

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

C. Settlement Notice and Administration Costs

105. Settlement Notice and Administration Costs are estimated to be $188,000 and they shall not exceed $230,000 unless otherwise agreed to by the Parties for good cause and expressly approved by the Court. JND's reimbursable costs also include $63,804.60 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 $251,804.60, and they shall not exceed $293,804.60 unless otherwise agreed to by the Parties for good cause and expressly

approved by the Court. If the Court approves less than the requested Settlement Notice and Administration Costs, the difference will go to the Net Settlement Amount.

106. No later than 35 calendar days before the Objection/Exclusion Deadline, Class Counsel shall file a motion in support of their Fee Application seeking $293,804.60 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 $293,804.60, the difference shall go to the Net Settlement Amount.

107. 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.

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

IX. APPROVAL PROCESS

A. Preliminary Approval

109. 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

110. 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.

111. 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

112. 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.

113. 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.

114. 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

115. 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.

116. 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.

117. 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.

118. 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

119. 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

120. **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.

121. **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.

122. **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.

123. **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.

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

125. **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.

126. **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.

127. **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.

128. **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.

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

130. **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.

131. **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.

132. **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.

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

134. **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.

135. **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.

136. **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.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES BEGIN ON FOLLOWING PAGE]

Docusign Envelope ID: 07A69E38-5243-88A2-8242-2855DDB1CB29

APPROVED AND AGREED TO BY PLAINTIFFS

By: Signed by: Claudia Newton 6D84E78548D7491... Date: 9/1/2026

Claudia Newton

By: _____ Date: _____

Brandy Leandro

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

By: _____ Date: _____

Title: _____

Docusign Envelope ID: FBD0CEDF-EA17-86B9-8176-EF714E89E593

APPROVED AND AGREED TO BY PLAINTIFFS

By: _____ Date: _____

Claudia Newton

By: Signed by: Brandy Leandro 43B56F76BB014E3... Date: 8/31/2026

Brandy Leandro

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 30 AND 123 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 30 AND 123 BY BIGELOW'S COUNSEL

By: _____ Date: _____
Timothy K. Branson
Patrick J. Mulkern

Gordon Rees Scully Mansukhani, LLP

By: _____ Date: _____
Richard M. Strassberg
Valerie A. Haggans

Goodwin Procter LLP

APPROVED AS TO FORM, AS TO ALL OBLIGATIONS BY CLASS COUNSEL, AND AS TO PARAGRAPHS 30 AND 123 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 30 AND 123 BY BIGELOW'S COUNSEL

By: _____ Date: _____

Timothy K. Branson
Patrick J. Mulkern

Gordon Rees Scully Mansukhani, LLP

By: _____ Date: _____

Richard M. Strassberg
Valerie A. Haggans

Goodwin Procter LLP

APPROVED AND AGREED TO BY PLAINTIFFS

By: _____ Date: _____

Claudia Newton

By: _____ Date: _____

Brandy Leandro

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

By: Paul Schenfeld Date: 9-2-2026

Title: CFO

APPROVED AS TO FORM, AS TO ALL OBLIGATIONS BY CLASS COUNSEL, AND AS TO PARAGRAPHS 30 AND 123 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 30 AND 123 BY BIGELOW'S COUNSEL

By: _____ Date: September 2, 2026

Timothy K. Branson
Patrick J. Mulkern

Gordon Rees Scully Mansukhani, LLP

By: _____ Date: September 2, 2026

Richard M. Strassberg
Valerie A. Haggans

Goodwin Procter LLP

Exhibit 1

United States District Court for the Eastern District of New York

***Newton, et al. v. R.C. Bigelow, Inc.*, 2:22-cv-05660-LDH-SIL**

ELECTRONIC CLAIM FORM AND INSTRUCTIONS

If you purchased one or more Bigelow Tea Products* at a retail store in New York at any time from February 20, 2020 to August 5, 2021, you can complete this Claim Form to be eligible to receive a cash payment under the Settlement.

*Bigelow Tea Products include any 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, Vanilla Caramel Black Tea Caffeine, Cozy Chamomile, Lemon Ginger, Lavender Chamomile, Sweet Dreams, or Orange & Spice, labeled as "Manufactured in the USA 100% American Family Owned."

Please click here or visit the settlement website at www.nyteaclassaction.com for more information.

Claim Forms must be completed and submitted by no later than [Insert Claim Deadline].

SECTION 1: CLAIMANT INFORMATION

_____ ____ _____
First Name M.I Last Name

_____
Street Address

_____ __ __ __ __ __ __ __ __ __
City State Zip Code

_____@_____
Email Address

(___ ___ ___) ___ ___ ___-___ ___ ___ ___
Phone Number

SECTION 2: CLAIM AND POTENTIAL CASH BENEFIT

You have two options for filing your Claim. If you do not have Proof of Purchase, you may choose **Option A**. If you have Proof of Purchase, you may choose **Option B**.

- Under **Option A,** you can receive $0.50 per Bigelow Tea Product purchased, **up to $10** depending on the number of products you purchased.
- Under **Option B**, you can receive $0.50 per Bigelow Tea Product purchased, **up to $20** depending on the number of products you purchased.

☐ **Option A: I purchased Bigelow Tea Product(s), but I *do not* have Proof of Purchase.**

If you select this Option, please provide how many units of each category of Bigelow Tea Product(s) you purchased between February 20, 2020 to August 5, 2021 at a retail store in New York.

Product	Number of Boxes Purchased
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	
Vanilla Caramel Black Tea Caffeine	
Cozy Chamomile	
Lemon Ginger	
Lavender Chamomile	
Sweet Dreams	
Orange & Spice	

Total: $ [automatically calculated based on selected number; capped at $10]

☐ **Option B: I purchased Bigelow Tea Products, and I *do* have Proof of Purchase.**

If you select this option, please attach or upload your Proof(s) of Purchase, which can be any receipt, copies of receipts, paid invoice, or other similar types of documentation showing your purchase of Bigelow Tea Product(s) between February 20, 2020 to August 5, 2021 at a retail store in New York.

Product	Number of Boxes Purchased
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	
Vanilla Caramel Black Tea Caffeine	
Cozy Chamomile	
Lemon Ginger	
Lavender Chamomile	
Sweet Dreams	
Orange & Spice	

Total: $ [automatically calculated based on selected number; capped at $20]

[ATTACH PROOF OF PURCHASE HERE]

SECTION 3: MARK THE BOX STATING YOUR PREFERRED METHOD OF PAYMENT

Electronic Payment:

Please double-check the **email address** you provided at the top of this form is correct and current.

[ ] Electronic Payment via Zelle

[ ] Electronic Payment via Venmo

[ ] Electronic Payment via PayPal

Mailed Payment:

Please double-check the **mailing address** you provided at the top of this form is correct and current.

[ ] Payment via a paper check

SECTION 4: SIGN AND DATE THE AFFIRMATION BELOW

I hereby affirm, under penalty of perjury under the laws of the United States of America, each of the following:

- I personally purchased the Bigelow Tea Products listed above.
- I understand that by not opting out of the Settlement, I have given a complete Release of all Released Claims.
- The information provided in this Claim Form is true and correct to the best of my knowledge.

_____ _____

Signature Date

_____

Unique ID (this is only applicable if you received a notice via mail or email)

SECTION 5: REMINDER CHECKLIST

1. Please sign the above Claim Form and complete all of the information requested above.
2. If filing under Option B, attach or upload a copy of your Proof(s) of Purchase.
3. Keep a copy of your Claim Form and supporting documentation for your records.

ACCURATE CLAIMS PROCESSING TAKES TIME. THANK YOU FOR YOUR PATIENCE.

Exhibit 2

United States District Court for the Eastern District of New York

***Newton, et al. v. R.C. Bigelow, Inc.*, 2:22-cv-05660-LDH-SIL**

PAPER CLAIM FORM AND INSTRUCTIONS

If you purchased one or more Bigelow Tea Products* at a retail store in New York at any time from February 20, 2020 to August 5, 2021, you can complete this Claim Form to be eligible to receive a cash payment under the Settlement. **The easiest way to file a claim is online at www.nyteaclassaction.com.**

*Bigelow Tea Products include any 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, Vanilla Caramel Black Tea Caffeine, Cozy Chamomile, Lemon Ginger, Lavender Chamomile, Sweet Dreams, or Orange & Spice, labeled as "Manufactured in the USA 100% American Family Owned."

Paper Claim Forms must be completed by U.S. mail, postmarked no later than **[Insert Claim Deadline]** to the following:

Newton, et al. v. R.C. Bigelow, Inc.
c/o JND Legal Administration
P.O. Box 91308
Seattle, WA 98111

NOTE: If you wish to receive payment electronically (via Zelle, Venmo, or PayPal), you ***must*** complete the Claim Form online at www.nyteaclassaction.com.

SECTION 1: CLAIMANT INFORMATION

_____ _____ _____
First Name M.I Last Name

_____
Street Address

_____ __ __ __ __ __ __ __ __ __
City State Zip Code

_____@_____
Email Address

(___ ___ ___) ___ ___ ___-___ ___ ___ ___
Phone Number

SECTION 2: CLAIM AND POTENTIAL CASH BENEFIT

You have two options for filing your Claim. If you do not have Proof of Purchase, you may choose **Option A**. If you have Proof of Purchase, you may choose **Option B**.

- Under **Option A,** you can receive $0.50 per Bigelow Tea Product purchased, **up to $10** depending on the number of products you purchased.

- Under **Option B**, you can receive $0.50 per Bigelow Tea Product purchased, **up to $20** depending on the number of products you purchased.

☐ **<u>Option A</u>: I purchased Bigelow Tea Product(s), but I *<u>do not</u>* have Proof of Purchase.**

If you select this Option, please provide how many units of each category of Bigelow Tea Product(s) you purchased between February 20, 2020 to August 5, 2021 at a retail store in New York. **NOTE**: You can only claim up to $10 (20 total purchases).

Product	Number of Boxes Purchased
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	
Vanilla Caramel Black Tea Caffeine	
Cozy Chamomile	
Lemon Ginger	
Lavender Chamomile	
Sweet Dreams	
Orange & Spice	

☐ **<u>Option B</u>: I purchased Bigelow Tea Products, and I *<u>do</u>* have Proof of Purchase.**

If you select this option, please include your Proof of Purchase, which can be any receipt, copies of receipts, paid invoice, or other similar types of documentation showing your purchase of any Bigelow Tea Product(s) between February 20, 2020 to August 5, 2021 at a retail store in New York. **NOTE**: You can only claim up to $20 (40 total purchases), and you must have Proof of Purchase for each purchase claimed.

Product	Number of Boxes Purchased
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	
Vanilla Caramel Black Tea Caffeine	
Cozy Chamomile	
Lemon Ginger	
Lavender Chamomile	
Sweet Dreams	
Orange & Spice	

<u>SECTION 3: MARK THE BOX STATING YOUR PREFERRED METHOD OF PAYMENT</u>

NOTE: You will receive payment via a paper check.

Please double-check the **<u>mailing address</u>** you provided at the top of this form is correct and current.

If you wish to receive payment electronically (via Zelle, Venmo, or PayPal), you ***must*** complete the Claim Form online at www.nyteaclassaction.com.

SECTION 4: SIGN AND DATE THE AFFIRMATION BELOW

I hereby affirm, under penalty of perjury under the laws of the United States of America, each of the following:

- I personally purchased the Bigelow Tea Products listed above.
- I understand that by not opting out of the Settlement, I have given a complete Release of all Released Claims.
- The information provided in this Claim Form is true and correct to the best of my knowledge.

_____ _____

Signature Date

_____

Unique ID (this is only applicable if you received a notice via mail or email)

SECTION 5: REMINDER CHECKLIST

1. Please sign the above Claim Form and complete all of the information requested above.
2. If filing under Option B, enclose a copy of your Proof(s) of Purchase.
3. Keep a copy of your Claim Form and supporting documentation for your records.

ACCURATE CLAIMS PROCESSING TAKES TIME. THANK YOU FOR YOUR PATIENCE.

Exhibit 3

From: noreply
To:
Subject: Notice of Settlement Regarding Bigelow Tea Products

If You Purchased Bigelow Tea Products* in New York,
You May Be Eligible to Receive Up to $20 from a Class Action Settlement
Click here [Settlement Website URL hyperlink] to submit a Claim

UNIQUE ID:	XXXXXXXXXX

A federal court authorized this Notice. This is not a solicitation from a lawyer.

The Court has preliminarily approved a proposed Settlement in *Newton, et al. v. R.C. Bigelow, Inc.*, Case No. 2:22-cv-05660-LDH-SIL, a class action lawsuit alleging that R.C. Bigelow, Inc. ("Bigelow") falsely and deceptively advertised certain of its tea products as Manufactured in the USA. Bigelow denies the allegations. The Parties have agreed to settle the lawsuit to avoid the uncertainties, expenses and expenditure of resources associated with further litigation.

If you purchased any Bigelow Tea Products* at a retail store in New York any time from February 20, 2020 to August 5, 2021, you may be entitled to a monetary payment as part of the settlement.

*Bigelow Tea Products include any 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, Vanilla Caramel Black Tea Caffeine, Cozy Chamomile, Lemon Ginger, Lavender Chamomile, Sweet Dreams, or Orange & Spice, labeled as "Manufactured in the USA 100% American Family Owned."

To receive a monetary payment, you must submit a Claim Form by [**Insert Claim Deadline**]. Claim Forms can be found here or at www.nyteaclassaction.com or can be requested by calling 1-877-206-2315.

If you do not want to be bound by the Settlement, you must submit a written Request for Exclusion. If you properly exclude yourself, you cannot get a payment, but you keep the right to sue Bigelow for the claims alleged in the lawsuit. Any Request for Exclusion must be emailed to: info@NYTeaClassAction.com (either as an attachment or in the body of the email) or mailed and postmarked to: NY Tea Class Action - Exclusions, c/o JND Legal Administration, P.O. Box 91308, Seattle, WA, 98111 by [**Insert Objection/Exclusion Deadline**].

You can also object to the Settlement. An objection is a written statement explaining why you do not think the Settlement is fair. Any objection must be filed with the Court by [**Insert Objection/Exclusion Deadline**]. You cannot object if you exclude yourself from the Settlement.

If you do nothing, you will not get a monetary payment and you will give up your right to sue Bigelow separately for the same legal claims in this lawsuit.

The Court will hold a final approval hearing on [_____] in Courtroom 4H North of the United States Courthouse for the Eastern District of New York, located at 225 Cadman Plaza East Brooklyn, New York 11201, to determine whether to approve the Settlement, whether to award attorneys' fees, costs, and class representative service awards, and in what amount, and to consider any objections. The Court appointed The Wand Law Firm, Schneider Wallace Cottrell Kim LLP, and Glancy Prongay Wolke & Rotter LLP to represent the Class as Class Counsel. You will not be charged for Class Counsel. If you wish, you may ask to appear at the final approval hearing, on your own behalf or through your counsel, at your own expense.

This Notice summarizes the Settlement. If you have questions, please see the Settlement Agreement, and other documents and information, available at www.nyteaclassaction.com; contact Class Counsel whose contact information can be found at www.nyteaclassaction.com; contact the Settlement Administrator at 1-877-206-

2315; or access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.nyed.uscourts.gov.

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS

To unsubscribe from this list, please click on the following link: Unsubscribe

Exhibit 4

United States District Court for the Eastern District of New York
Newton, et al. v. R.C. Bigelow, Inc., Case No. 2:22-cv-05660-LDH-SIL

If You Purchased Bigelow Tea Products* in New York, You May Be Eligible to Receive Payment from a Class Action Settlement

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- A proposed Settlement has been reached in a class action lawsuit called *Newton, et al. v. R.C. Bigelow, Inc.*, Case No. 2:22-cv-05660-LDH-SIL. The lawsuit alleges that Defendant R.C. Bigelow, Inc. ("Bigelow") falsely and deceptively advertised certain of its tea products as Manufactured in the USA. Bigelow denies the allegations in the lawsuit. The Parties have agreed to settle the lawsuit to avoid the uncertainties, expenses and expenditure of resources associated with further litigation. For instructions on how to view the Settlement Agreement, please see question 16.
- This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. Judge LaShann DeArcy Hall of the United States District Court for the Eastern District of New York is overseeing the Settlement.
- You are eligible to participate in this Settlement if you purchased any Bigelow Tea Product* at a retail store in New York any time from February 20, 2020 to August 5, 2021.
- *Bigelow Tea Products include any 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, Vanilla Caramel Black Tea Caffeine, Cozy Chamomile, Lemon Ginger, Lavender Chamomile, Sweet Dreams, or Orange & Spice, labeled as "Manufactured in the USA 100% American Family Owned."
- To receive payment under the Settlement, you must submit a timely and valid Claim Form. Class Members who do not exclude themselves from the Settlement will be bound by the Settlement even if they do not submit a Claim Form.
- Class Members who submit timely and valid Claim Forms ***with*** Proof of Purchase are eligible to receive a payment of **up to $20**, depending on the number of Bigelow Tea Products purchased.
- Class Members who submit timely and valid Claim Forms ***without*** Proof of Purchase are eligible to receive a payment of **up to $10**, depending on the number of Bigelow Tea Products purchased.
- The Parties have further agreed that Bigelow will pay the costs to of class notice and to administer this Settlement, reasonable attorneys' fees and costs, and a service award to

the two Plaintiffs, subject to the terms of the Settlement Agreement.

Please read this Notice carefully and in its entirety.
Your rights may be affected by the proposed Settlement of this lawsuit,
and you have a choice to make now about how to act:

YOUR LEGAL RIGHTS AND OPTIONS	
SUBMIT A CLAIM FORM BY [DATE]	**This is the only way to receive a monetary payment from the Settlement.** Claim Forms must be submitted by [date]. For more details about the claim process, please see question 7 below.
EXCLUDE YOURSELF FROM THE CLASS BY [DATE]	If you request to be excluded from the Settlement, you will not be eligible to receive the monetary payment, but this is the only option that will allow you to keep your right to sue Bigelow about the same legal claims in this lawsuit. Requests for Exclusion must be submitted by [date]. For more details about excluding yourself from the Settlement, please see question 9 below.
OBJECT BY [DATE]	You may write to the Court to object to the proposed Settlement. You must remain in the Settlement (i.e., not exclude yourself) in order to object to the Settlement. Objections must be filed with the Court by [date]. For more details about objecting to the Settlement, please see question 10 below.
ATTEND THE FINAL APPROVAL HEARING ON [DATE]	You may ask to speak in Court about the fairness of the Settlement at the final approval hearing. Written notice of your intent to appear at the final approval hearing in the lawsuit must be filed with your Objection by [date]. You may enter your appearance in Court through an attorney at your own expense if you so desire. For more details about attending the final approval hearing, please see questions 14 and 15 below.
DO NOTHING	By doing nothing, you will ***not*** receive any monetary payment, and you will also give up any rights to sue Bigelow separately about the same legal claims in this lawsuit.

- Your rights and options – **and the deadlines to exercise them** – are further explained in this Notice.
- The Court in charge of this case still must decide whether to approve the Settlement. The Settlement Benefit (i.e., the monetary payments described herein) will be made available if the Court finally approves the Settlement, and after any appeals are resolved, if they are resolved in favor of settlement approval.

- If you have any questions, please visit www.nyteaclassaction.com or contact Class Counsel, or the Settlement Administrator, listed in question 16 below.

BASIC INFORMATION

1. Why did I get this Notice?

If you purchased any Bigelow Tea Products at a retail store in New York any time from February 20, 2020 to August 5, 2021, you may be a Settlement Class Member. If you previously received Notice of this Settlement by e-mail, you have been identified from available records as a possible purchaser of the Bigelow Tea Products at issue in the lawsuit. You also may have received this Notice because you requested more information after reading the Settlement Website or other Notice. If the Court approves the Settlement, and if objections and all appeals are resolved in favor of settlement approval, JND, the settlement administrator, will oversee the distribution of the Settlement Benefits. You can follow the progress of the Settlement on the Settlement Website www.nyteaclassaction.com.

2. What is this class action lawsuit about?

The persons who sued are called the Plaintiffs, and the company they sued, R.C. Bigelow, Inc., is called the Defendant or "Bigelow." Plaintiffs and Bigelow are collectively referred to as "the Parties." Plaintiffs brought this lawsuit on behalf of all other consumers in New York who similarly purchased Bigelow Tea Products at a retail store in New York any time from February 20, 2020 to August 5, 2021 ("Class Members"). This lawsuit alleges that the Bigelow Tea Products were falsely and deceptively advertised as Manufactured in the USA. Bigelow denies the allegations, but the Parties have agreed to settle the lawsuit to avoid the uncertainties, expenses and expenditure of resources associated with further litigation.

3. Am I part of the Class?

If you purchased any Bigelow Tea Products at a retail store in New York any time from February 20, 2020 to August 5, 2021, you may be a Settlement Class Member.

"Bigelow Tea Products" include any 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, Vanilla Caramel Black Tea Caffeine, Cozy Chamomile, Lemon Ginger, Lavender Chamomile, Sweet Dreams, or Orange & Spice, labeled as "Manufactured in the USA 100% American Family Owned."

You are ***not*** a member of the Settlement Class if: (a) you timely and properly exclude yourself from this Settlement, explained in Question 9 below, (b) you are a distributor or retailer of Bigelow Tea Products, (c) you are a member of the Court or its staff, (d) you are the Mediator or his staff, or (e) you are counsel of record for the Parties or their immediate family members.

THE SETTLEMENT BENEFITS

4. What does the Settlement provide?

The Settlement provides monetary compensation to Class Members who submit valid and timely Claim Forms.

Class Members who submit a timely and valid Claim Form ***with*** Proof of Purchase can recover up to $20, depending on the number of eligible Bigelow Tea Products purchased.

Class Members who submit a timely and valid Claim Form ***without*** Proof of Purchase can recover up to $10, depending on the number of eligible Bigelow Tea Products purchased.

"Proof of Purchase" means a receipt, copies of receipts, paid invoice, or other similar types of documentation evidencing your purchase of Bigelow Tea Products at a retail store in New York at any time from February 20, 2020 to August 5, 2021.

Class Members residing in the same Household (i.e., the same mailing address) who each submit a Claim Form will only be entitled to a collective maximum payment of $10 or $20 per Household, depending on whether Proof of Purchase is submitted.

If the aggregate total monetary value of valid Claim Forms submitted by all Class Members exceeds the Net Settlement Amount, your Settlement Benefit will be reduced *pro rata*, based on the number of qualifying purchases.

If the aggregate total monetary value of valid Claim Forms submitted by all Class Members is less than the Net Settlement Amount, your Settlement Benefit will be increased *pro rata*, based on the number of qualifying purchases, up to a maximum of $20 if you submitted a valid Claim under Option A, and up to a maximum of $40 if you submitted a valid Claim under Option B.

The Net Settlement Amount is the Gross Settlement Amount of $2,500,000 less (1) Settlement Notice and Administration Costs to the Settlement Administrator, (2) Class Representative Service Awards to Plaintiffs, and (3) the Fee Award to Class Counsel.

5. What happens to any unclaimed funds?

Your Settlement Benefit will be issued to you in the form of a paper check or electronic payment—whichever method you select on the Claim Form. Settlement Class Members have 30 days to accept electronic payment via PayPal, pursuant to PayPal's procedures and they have 90 days from the date of issuance to cash their checks. Any funds for which Class Members fail to take custody within these timeframes are considered Unclaimed Settlement Benefits and will be paid to Feeding America, a non-profit organization that advocates against hunger, or the National Consumer Law Center, a non-profit organization that advocates for consumers (subject to the Court's final approval). Neither the Parties nor their counsel have any interest in the governance or work of Feeding America or the National Consumer Law Center.

6. When will I get my monetary payment?

The hearing to consider the fairness of the Settlement is scheduled for [Insert Final Approval Hearing Date]. If the Court approves the Settlement, and you submit a timely and valid Claim Form, you will receive payment within approximately 45 days after the Settlement has been finally approved and/or after any appeals process is complete approving the Settlement.

HOW TO GET THE SETTLEMENT BENEFITS

7. How do I get my monetary payment?

If you are a Class Member and want to receive payment under the Settlement, you ***must*** complete and submit a Claim Form. Claims Forms can be found and submitted through the Settlement Website www.nyteaclassaction.com no later than [**Insert Claims Deadline**] or they can be mailed and postmarked to NY Tea Class Action, c/o JND Legal Administration, P.O. Box 91308, Seattle, WA, 98111 no later than [**Insert Claims Deadline**].

To submit a Claim Form online or to request a paper copy, go to www.nyteaclassaction.com or call toll free, 1-877-206-2315.

YOUR RIGHTS AND OPTIONS

8. What happens if I do nothing at all?

If you do nothing, then you will remain in the Settlement Class and will not receive any payment from this Settlement. If the Court approves the Settlement, you will be bound by its terms, you will no longer have the ability to sue Bigelow for the legal claims that are the subject of the lawsuit, and your claims will be released and dismissed.

The Settlement Agreement describes the released claims in more detail, so please read it carefully. If you have any questions, you can contact the lawyers listed in question 16 for free to discuss, or you can talk to another lawyer of your own choosing.

9. How do I exclude myself from the Settlement?

If you exclude yourself from the Settlement – which is sometimes called "opting-out" – you will not get any money from the Settlement. However, you will not release any rights you may have to separately sue or continue to sue Bigelow for the legal claims that are the subject of the lawsuit.

To exclude yourself from the Settlement, you must submit a valid and timely Request for Exclusion to the Settlement Administrator. In order to be valid, your Request for Exclusion must:

- state that you "want to be excluded from the Settlement in *Newton, et al. v. R.C. Bigelow, Inc.*, Case No. 2:22-cv-05660-LDH-SIL" or contain similar words that make clear your intention to be excluded from the Settlement;

- include your name, current address, and telephone number; and
- be signed and dated by you personally.

To be timely, your request for exclusion must be submitted by [**Insert Objection/Exclusion Deadline**] via email to info@NYTeaClassAction.com or by U.S. Mail, postmarked on or before that date, to the following address:

NY Tea Class Action - Exclusions
c/o JND Legal Administration
P.O. Box 91308
Seattle, WA 98111

10. How do I object to the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not think it is fair. The Court will consider your views. However, you cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If this is what you want to happen, you can object.

To validly object, the Objection must contain:

- a statement that identifies it as "Objection to Class Settlement in *Newton, et al. v. R.C. Bigelow, Inc.*, Case No. 2:22-cv-05660-LDH-SIL" or similar words that make clear your intention to object;
- your name, address, telephone number, and, if available, email address, and if represented by counsel, the foregoing information for your counsel;
- information sufficient to establish your standing as a Class Member (e.g., Proof of Purchase or verification under penalty of perjury as to your purchase of a Class Product);
- a clear and concise statement of the factual and legal grounds for the Objection;
- whether the Objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- whether you or your counsel intend to appear at the Final Approval Hearing; and
- your signature, in addition to the signature of your attorney, if any.

You must submit your written objection to the Court, by either (1) mailing it to the Class Action Clerk, United States District Court for the Eastern District of New York, located at 225 Cadman Plaza East Brooklyn, New York 11201; or (2) filing it in person at any location of the United States District Court for the Eastern District of New York or via the ECF electronic filing system. The Objection must be submitted by [**Objection/Exclusion Deadline**].

11. What is the difference between objecting and excluding myself from the Settlement?

Objecting means telling the Court that you disagree with something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement means that you do not want to be part of the Settlement Class. If you exclude yourself, then you have no basis to object to the Settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court appointed the law firms of The Wand Law Firm, P.C., Schneider Wallace Cottrell Kim LLP, and Glancy Prongay Wolke & Rotter LLP to represent Class Members as "Class Counsel." Class Counsel believe, after conducting an extensive investigation, that the Settlement is fair, reasonable, and in the best interests of the Class Members. You will not be charged for these lawyers. If you want to be represented by a different lawyer in this case, you may hire one at your own expense. If you have any questions about the Settlement, you can contact Class Counsel at the contact information listed in question 16.

13. How will the lawyers be paid?

Separate and apart from the monetary benefit to be paid to the Class Members, Class Counsel may submit a Fee Application seeking the following, subject to Court approval: (a) $715,413 in attorneys' fees and $506,422.47 in litigation expenses, (b) payment of $6,500 to each Plaintiff in recognition of their efforts on behalf of the Class ($13,000 total), and (c) payment of up to $293,804.60 to the Settlement Administrator for the costs of providing notice and administering the settlement.

THE COURT'S FINAL APPROVAL HEARING FOR THE SETTLEMENT

14. Where and when will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at [time] on [date] in Courtroom 4H North of United States Courthouse for the Eastern District of New York, located at 225 Cadman Plaza East Brooklyn, New York 11201. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider Class Counsel's request for attorneys' fees and costs; and to consider the request for the Class Representative Services Awards for the Plaintiffs. At that hearing, the Court will be available to hear any Objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so please check www.nyteaclassaction.com or call 1-877-206-2315 from time to time. If, however, you timely

objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the time and date of such hearing.

15. Do I have to come to the Final Approval Hearing?

No. You do not need to attend the Final Approval Hearing in order to receive payment under the Settlement. Class Counsel will answer any questions the Court may have on behalf of the Settlement Class Members. But you are welcome to attend the Final Approval Hearing at your own expense. If you submit an Objection, you do not have to come to Court to talk about it. If you submitted your Objection on time, the Court will consider it. You may also pay to have another lawyer attend on your behalf, but that is not required.

You, or any lawyer you hire, may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your Objection to the Settlement a statement saying that it is your intent to appear at the Final Approval Hearing. Your Objection and notice of intent to appear must be filed with the Court or postmarked no later than [**Objection/Exclusion Deadline**].

GETTING MORE INFORMATION

16. Are more details available?

Yes. This Notice summarizes the Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.nyteaclassaction.com; contact Class Counsel at the information listed below; or access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.nyed.uscourts.gov. You can also call the Settlement Administrator at 1-877-206-2315.

Class Counsel Contact Information
SCHNEIDER WALLACE COTTRELL KIM LLP Jason H. Kim 2000 Powell Street, Suite 1400 Emeryville, CA 94608 Telephone: (415) 421-7100 **THE WAND LAW FIRM, P.C.** Aubry Wand 100 Oceangate, Suite 1200 Long Beach, CA 90802 Telephone: (310) 590-4503 Email: nybigelowsettlement@gmail.com

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS

Exhibit 5

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF NEW YORK

CLAUDIA NEWTON, *et al*., Plaintiffs, v. R.C. BIGELOW, INC., *et al*., Defendants.	No. 2:22-cv-05660-LDH-SIL

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiffs Claudia Newton and Brandy Leandro ("Plaintiffs") and Defendant R.C. Bigelow, Inc. ("Defendant" or "Bigelow") have entered into a Settlement Agreement, which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice as to Bigelow upon the terms and conditions set forth therein (the "Settlement Agreement").

The Court has before it Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). After reviewing the Motion, the Settlement Agreement and exhibits thereto, and good cause appearing, the Court hereby grants the Motion.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Terms and phrases in this Order shall have the same meaning as ascribed to them in the Settlement Agreement, unless otherwise defined herein.

2. Plaintiffs, with Bigelow's consent, have moved the Court for an order approving the Settlement of the Action in accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice, and the Court having read and considered the Settlement Agreement and having heard the Parties, hereby preliminarily approves the Settlement subject to the Final Approval Hearing referred to in Paragraph 24 of this Order.

3. The Court has jurisdiction over the subject matter of this Action and over all Parties to the Action.

4. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement is fair, reasonable, and adequate, within the range of possible approval, and in the best interests of the Settlement Class defined below. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action and provides substantial relief to the Class without the risks, burdens, costs, or delay associated with continued litigation. The Court also finds that the Settlement Agreement: (a) is the result of arm's-length

negotiations between experienced class action attorneys; (b) is sufficient to warrant notice of the Settlement and the Final Approval Hearing to be disseminated to the Settlement Class; (c) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, and the U.S. Constitution; and (d) is not a finding or admission of liability by Bigelow or any other person(s), nor a finding on the merits of any claims asserted in the Action.

Certification of the Settlement Class

5. The Court previously certified two Classes. ECF Nos. 49, 52. The Court now reaffirms its class certification determination in the context of the Parties' settlement.

6. For purposes of settlement: (a) Aubry Wand of the Wand Law Firm, P.C., Todd M. Schneider and Jason H. Kim of Schneider Wallace Cottrell Kim LLP, and Greg Link and Daniella Quitt of Glancy Prongay Wolke & Rotter LLP are appointed Class Counsel for the Settlement Class; and (b) Plaintiffs are appointed Class Representatives for the Settlement Class. The Court finds that these attorneys are competent and capable of exercising the responsibilities of Settlement Class Counsel and that Plaintiffs will adequately protect the interests of the Settlement Class defined below.

7. For purposes of settlement, the Court conditionally certifies the following Settlement Class as defined in the Settlement Agreement:

> 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, Vanilla Caramel Black Tea Caffeine, Cozy Chamomile, Lemon Ginger, Lavender Chamomile, Sweet Dreams, or Orange & Spice, labeled as "Manufactured in the USA 100% American Family Owned," at a retail store in the State of New York, at any time from February 20, 2020 to August 5, 2021.
>
> 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 timely and properly exclude themselves from the Settlement Class.

8. The Court finds, subject to the Final Approval Hearing referred to in Paragraph 24 below, that, within the context of and for the purposes of settlement, the Settlement Class satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure in that: (a) the Settlement Class is so numerous that joinder of all members is impracticable; (b) there are questions of fact and law common to the Settlement Class; (c) the claims of the Class Representatives are typical of the claims of the members of the Settlement Class; (d) the Class Representatives and Class Counsel will fairly and adequately protect the interests of the members of the Settlement Class; (d) common questions of law or fact predominate over questions affecting individual members; and (e) a class action is a superior method for fairly and efficiently adjudicating the Action.

Notice and Administration

9. The Court approves the Notice Plan set forth in the Settlement Agreement, and finds that it is reasonably calculated to, under all circumstances, apprise members of the Settlement Class of the pendency of this Action, the terms of the Settlement, and the right to object to the Settlement and to exclude themselves from the Settlement Class. The Court also finds that the Notice Plan is the best notice practicable under the circumstances and that it complies fully with the requirements of the Federal Rules of Civil Procedure and Due Process.

10. The Parties have jointly selected a reputable settlement administration company, JND Legal Administration ("JND"), to serve as the Settlement Administrator. The Court hereby appoints JND to be the Settlement Administrator and authorizes it to perform and execute the notice and administration responsibilities set forth in the Settlement Agreement.

11. The Court approves as to form and content the Electronic and Paper Claim Forms and the Direct Notice and Long Form Notice, attached to the Settlement Agreement as Exhibits 1 through 4, respectively.

12. The Parties, without further approval from the Court, are permitted to revise the Claim Forms and forms of Notice to the Settlement Class in ways that are appropriate to update those documents for purposes of accuracy or formatting, so long as they are consistent in all material respects with the Settlement Agreement and this Order.

Submission of Claims

13. Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a timely and valid Claim Form in accordance with the instructions contained therein and as described in the Notice and Settlement Agreement. All Claim Forms must be postmarked or electronically submitted on or before the Claim Deadline.

14. Any Class Member who does not submit a timely and valid Claim Form shall be barred from receiving any monetary payment under the Settlement.

Requests for Exclusion

15. Class Members may exclude him or herself or "opt out" from the Settlement Class by submitting a Request for Exclusion on or before the Objection/Exclusion Deadline that complies with the exclusion procedures set forth in the Settlement Agreement.

16. Class Members who fail to submit a valid and timely Request for Exclusion shall be bound by the provisions of the Settlement Agreement and all proceedings, determinations, orders and judgments in the Action relating thereto, including the Final Judgment (if issued) and the Release provided for therein, regardless of whether they submitted a Claim Form.

17. Class Members who submit a valid and timely Request for Exclusion shall: (a) not be bound by the terms of the Settlement; (b) shall not be entitled to any of its benefits; and (c) cannot object to the Settlement or otherwise appeal or comment on the Settlement.

18. If a Class Member submits both a valid and timely Request for Exclusion and an Objection, the Request for Exclusion shall control. If a Class member submits both a valid Claim Form and a Request for Exclusion, the Claim Form shall control.

Objections and Appearances

19. Any Class Member who does not submit a valid and timely Request for Exclusion may object to the fairness, reasonableness, or adequacy of the Settlement by filing an Objection with the Court on or before the Objection/Exclusion Deadline.

20. Class Members shall file any Objections with the Court by: (a) mailing them to the Clerk of Court, United States District Court for the Eastern District of New York, 225 Cadman

Plaza East Brooklyn, New York 11201; or (b) filing them in person at any location of the United States District Court for the Eastern District of New York or via the ECF electronic filing system.

21. To validly object, the Objection must comply with the objection procedures set forth in the Settlement Agreement, and must contain: (a) a caption or title that identifies it as "Objection to Class Settlement in *Newton v. R.C. Bigelow, Inc.*, No. 2:22-cv-05660-LDH-SIL" 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/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.

22. Class Members who fail to file a valid and timely Objection in compliance with the requirements of the foregoing paragraph and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to any aspect of the Settlement.

23. The Parties shall file any response to any Objection no later than 7 calendar days prior to the Final Approval Hearing.

Final Approval Hearing

24. The Final Approval Hearing shall be held before this Court in Courtroom 4H North at the United States Courthouse for the Eastern District of New York, located at 225 Cadman Plaza East Brooklyn, New York 11201, to determine: (a) whether the proposed Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a final judgment and order of dismissal with prejudice should be entered; (c) whether to approve the

payment of the Fee Award to Class Counsel; (d) whether to approve the payment of the Class Representative Service Awards to the Class Representatives; (e) whether to approve the payment of the Settlement Notice and Administration Costs to the Settlement Administrator; and (f) whether to approve distribution of the Settlement Benefits to the Class.

25. Plaintiffs shall file their Motion for Final Approval no later than 28 calendar days before the Final Approval Hearing and they shall file their Fee Application no later than 35 calendar days before the Objection/Exclusion Deadline. Plaintiffs shall file a declaration from the Settlement Administrator attesting to its final costs no later than 7 calendar days prior to the Final Approval Hearing.

26. All further proceedings in the Action are ordered stayed until Final Judgment or termination of the Settlement, whichever occurs earlier, except for those matters necessary to obtain and/or effectuate final approval of the Settlement.

Related Orders

27. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

28. If the Settlement Agreement is not approved by the Court in accordance with its material terms, each Party will have the option of having the Action revert to its status as if the Settlement Agreement had not been negotiated, made, or filed with the Court. In such event, the Parties will retain all rights as if the Settlement Agreement was never agreed upon and all negotiations, proceedings, documents prepared, and statements made in connection therewith shall be without prejudice to any person or party hereto, shall not be deemed or construed to be an admission by any party of any act, matter, or proposition, and shall not be used in any manner or for any purpose in any subsequent proceeding in this Action or in any other action in any court or other proceeding.

Implementation Schedule

29. The Court sets the following settlement implementation schedule:

Event	Date
Deadline to commence Notice to the Class	_____ (21 days after preliminary approval)
Completion of Notice Plan	_____ (6 weeks after Notice commences)
Deadline to File Fee Application	_____ (35 days before Objection/Exclusion Deadline)
Objection/Exclusion Deadline	_____ (30 days after Notice Plan is completed)
Claim Deadline	_____ (60 days after Notice Plan is completed)
Deadline to Complete Claim/Fraud Review	_____ (30 days after Claim Deadline)
Deadline to File Motion for Final Approval	_____ (28 days before Final Approval Hearing)
Deadline to file declaration from Settlement Administrator attesting to its final costs / Deadline to Respond to Any Objections	_____ (7 days before Final Approval Hearing)
Hearing on Motion for Final Approval	_____ at _____ a.m. / p.m. (28 days after filing of Motion for Final Approval)

IT IS SO ORDERED.

DATED: _____

_____
Honorable LaShann DeArcy Hall
United States District Judge