CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE ("**Agreement**") is entered into by and between Plaintiffs Juan Huertas, Eva Mistretta, Mike Poovey, Darrell Stewart, and Jeremy Wyant (the "**Settlement Class Representatives**"), on behalf of themselves and the Settlement Class (as defined below), on the one hand, and Defendants Aeropres Corporation ("**Aeropres**"), Aux Sable Liquid Products LP ("**Aux Sable**"), Bayer HealthCare LLC and Bayer U.S. LLC (collectively, "**Bayer**"), Beiersdorf Inc., Beiersdorf North America, Inc., and Beiersdorf Manufacturing LLC (collectively, "**Beiersdorf**"), and BP Energy Company ("**BP**"), on the other (together, the "**Parties**").

RECITALS

A. WHEREAS, the Settlement Class Representatives are plaintiffs in a putative class action in the United States District Court for the District of New Jersey styled *Huertas et al. v. Aeropres Corp., et al.*, Case No. 2:21-cv-20021;

B. WHEREAS, the operative Complaint filed in this action asserts putative class action claims for breach of express and implied warranties; fraud; unjust enrichment; negligent misrepresentation, and violations of the consumer fraud acts of several states, putatively on behalf of nationwide classes and/or single-state subclasses, arising out of the sale of certain Bayer Products (as defined below);

C. WHEREAS, the Parties and their counsel conducted arms-length settlement negotiations, specifically a full-day, in-person mediation session on September 5, 2025, mediated by Judge Diane M. Welsh (Ret.), where the Parties reached an agreement in principle to settle on the terms and conditions embodied in this Agreement;

D. WHEREAS, the Settlement Class Representatives and Defendants separately have conducted an investigation of the facts and have analyzed the relevant legal issues in regard to the claims and defenses asserted in the Litigation (as defined herein); the Settlement Class Representatives and their counsel believe that the claims asserted in the Litigation have merit; and Defendants deny that they have engaged in any wrongdoing and deny all claims asserted in the Litigation;

E. WHEREAS, the Parties have also considered the uncertainties of further litigation and the benefits to be obtained by settlement and have considered the costs, risks, and delays associated with the continued prosecution of this complex and time-consuming litigation and the likely appeals of any rulings in favor of either the Settlement Class Representatives or Defendants;

F. WHEREAS, the Parties have concluded that continued litigation could be protracted and expensive and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement in order to limit further expense, inconvenience, and uncertainty;

G. WHEREAS, the Parties now desire to resolve all claims of the Settlement Class Representatives and the Settlement Class against Defendants that are asserted or that could have been asserted in the Litigation or in any other case related to the Bayer Products;

H. WHEREAS, the Parties wish to enter into a compromise and settlement to avoid the uncertainty and expense of litigation and to achieve a fair and reasonable resolution of the Litigation;

I. WHEREAS, the Parties intend for this Agreement to supersede all other agreements between the Parties that may exist;

J. WHEREAS, it is now the intention of the Parties and the objective of this Agreement to avoid the costs of further litigation and trial and to settle and dispose of, fully and completely and forever, any and all claims and causes of action in the Litigation.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the Settlement Class Representatives, the Settlement Class, Aeropres, Aux Sable, Bayer, Beiersdorf, and BP, themselves and through their undersigned counsel, agree to settle the Litigation, subject to Court approval, under the following terms and conditions.

1. DEFINITIONS. Unless otherwise indicated or defined above, the following shall be defined terms for purposes of this Agreement. Some of the definitions in this Section use terms that are defined later in the Section.

1.1. As used herein, the term "**Agreement**" means this Class Action Settlement Agreement and Release, including all amendments and Exhibits hereto.

1.2. As used herein, the term "**Bayer**" means Bayer HealthCare LLC and Bayer U.S. LLC.

1.3. As used herein, the term "**Bayer Product(s)**" means all antifungal aerosol Lotrimin and Tinactin spray products used to treat athlete's foot, ringworm, and other fungal infections that were subject to Bayer's October 2021 recall (specifically, all Lotrimin and Tinactin spray products with lot numbers beginning with TN, CV, or NAA, distributed between September 2018 and September 2021).

1.4. As used herein, the term "**Claims**" means any and all actual or potential claims, actions, causes of action, suits, counterclaims, cross claims, third party claims, contentions, allegations, and assertations of wrongdoing, and any demands for any and all debts, obligations, liabilities, damages (whether actual, compensatory, treble, nominal, punitive, exemplary, statutory, or otherwise), attorneys' fees, costs, expenses, restitution, disgorgement, injunctive relief, any other type of equitable, legal, or statutory relief, any other benefits, or any penalties of any type whatever, whether known or unknown, suspected or unsuspected, contingent or non-contingent, or discovered or undiscovered, whether asserted in federal court, state court, arbitration, or otherwise, whether asserted in an individual action, a putative class action, a *parens patriae* action, or other representative action (including any action purportedly brought on behalf of the general public of the United States or of a particular state, district, or territory therein), and whether triable before a judge or jury or otherwise. For the avoidance of doubt, "**Claims**" include any cause of action asserted in the Litigation, including but not limited to, claims for breach of express and implied warranties; fraud; fraud by omission; unjust enrichment; fraudulent misrepresentation;

negligent misrepresentation; negligent failure to warn; medical monitoring; and violations of the consumer fraud and protection acts of all 50 states and the District of Columbia.

1.5. As used herein, the term "**Claim Form**" means the form that Settlement Class Members must submit, either in paper form or electronically, to obtain the monetary payment available through this Settlement, in the form of Exhibit 4 hereto. The Claim Form shall require each Settlement Class Member to provide the following information in the following order: (1) the Settlement Class Member's name, mailing address, and email address, and (2) for each Bayer Product purchase for which the Settlement Class Member is seeking relief in connection with this Settlement, either (a) valid Proof of Purchase showing the Settlement Class Member's actual purchase(s) during the Class Period of one or more Bayer Products; or (b) a certification attesting under penalty of perjury (i) that the Settlement Class Member purchased during the Class Period one or more Bayer Products, and (ii) identifying the Bayer Products and the number of Bayer Products purchased during the Class Period. In addition, the Claim Form shall require each Settlement Class Member who participated in the Recall Program to attest under penalty of perjury that the Settlement Class Member has purchased additional Bayer Products during the Class Period for which the Settlement Class Member has not already received a voucher(s) and/or payment(s) under the Recall Program.

1.6. As used herein, the term "**Claims Submission Deadline**" means the date 90 days after the date of entry of the Preliminary Approval Order, and is the deadline by which Settlement Class Members must submit a Claim Form to the Settlement Administrator for the claim to be considered valid, as set forth in Section 4.4 of this Agreement

1.7. As used herein, the term "**Class Period**" means the period during which a Settlement Class Member purchased a Bayer Product beginning no earlier than November 16, 2015.

1.8. As used herein, the term "**Complaint(s)**" means any of the complaints filed in *Huertas et al. v. Aeropres Corp., et al.*, 2:21-cv-20021 (D.N.J. 2021) (ECF Nos. 1, 29, and 59), *Stewart v. Aeropres*, 1:23-cv-13207 (N.D. Ill. 2023) (ECF No. 1), and *Villarreal v. Bayer U.S. L.L.C.*, 2:21-cv-04221 (W.D. Mo. 2021) (ECF Nos. 1 & 3).

1.9. As used herein, the term "**Court**" means the United States District Court for the District of New Jersey.

1.10. As used herein, the term "**Defendants**" means Aeropres, Aux Sable, Bayer, Beiersdorf, and BP.

1.11. As used herein, the term "**Defendants' Counsel**" means the following lawyers at the following firms: Andrew Soukup of Covington & Burling LLP; Chad Layton of Goldberg Segalla; Robert Baratta of Smith, Gambrell & Russell, LLP; Timothy Ray of Holland & Knight, LLC; and Adam Jagadich of Maren Marvel Bradley Anderson & Tardy LLC.

1.12. As used herein, the term "**Effective Date**" means the date on which all of the following events have occurred: (a) the Court has entered both the Final Approval Order and the Judgment, and (b) either: (i) the time to appeal from the Judgment and all orders entered in connection with that Judgment has expired and no appeal has been taken; or (ii) if a timely appeal

of the Judgment and all orders entered in connection with that Judgment is taken, the date on which the Judgment and all orders entered in connection with that Judgment are no longer subject to further direct appellate review if the Judgment and all orders entered in connection with that Judgment have not been reversed in any way

1.13. As used herein, the term "**Escrow Account**" means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be deposited by Defendants into the Escrow Account in accordance with the terms of this Agreement and the money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

1.14. As used herein, the term "**Exclusion/Objection Deadline**" means the date 90 days after the entry of the Preliminary Approval Order and is the deadline by which Settlement Class Members must exclude themselves from the Settlement Class or object to the Settlement, as set forth in Sections 4.5 and 4.7 hereof.

1.15. As used herein, the term "**Final Approval Hearing**" means the hearing(s) to be held by the Court, at least 150 days after the Preliminary Approval Order is entered, to consider and determine whether the proposed Settlement of the Litigation on the terms of this Agreement should be finally approved as fair, reasonable, and adequate, and whether both the Final Approval Order and Judgment should be entered.

1.16. As used herein, the term "**Final Approval Order**" means the order finally approving the Settlement and this Agreement and directing its consummation pursuant to its terms and conditions, approving the Releases, and dismissing the claims asserted in the Litigation with prejudice. The Final Approval Order shall be substantially in the form attached as Exhibit 5 hereto, subject to such modifications as the Court may direct.

1.17. As used herein, the term "**Household**" means all individuals who have their principal place of residence at a single address.

1.18. As used herein, the term "**Judgment**" means the Judgment to be entered by the Court. The Judgment shall be substantially in the form attached as Exhibit 6 hereto, subject to such modifications as the Court may direct.

1.19. As used herein, the term "**Litigation**" means *Huertas et al. v. Aeropres Corp., et al.*, Case No. 2:21-cv-20021 (D.N.J. 2021), *Stewart v. Aeropres*, 1:23-cv-13207 (N.D. Ill. 2023), and *Villarreal v. Bayer U.S. L.L.C.*, 2:21-cv-04221 (W.D. Mo. 2021), and any version of the Complaint(s) filed therein.

1.20. As used herein, the term "**Long Form Notice**" means the Court-approved form of notice of the terms of the proposed Settlement that shall be provided to Settlement Class Members in the manner contemplated by Sections 4.2(a) and 4.2(b). The Long Form Notice shall be substantially in the form attached as Exhibit 2 hereto.

1.21. As used herein, the term "**Net Settlement Fund**" means the Settlement Fund net after payment of Notice and Settlement Administration Costs, any Service Awards, and any Settlement Class Counsel Attorneys' Fees and Costs Award.

1.22. As used herein, the term "**No Proof-of-Purchase Payment**" means a monetary payment of $7 each for up to 3 Bayer Product unit(s) purchased within the Class Period, for which a timely and valid Claim Form is submitted, that does not include a timely and valid Proof of Purchase, subject to the limitations of Section 3.2 below.

1.23. As used herein, the term "**Notice**" means the notice of the terms of the proposed Settlement provided to Settlement Class Members in the manner contemplated by Section 4.2 of this Agreement. The Notice shall be substantially in the form of Exhibits 2 and 3 attached hereto.

1.24. As used herein, the term "**Notice and Settlement Administration Costs**" means all fees, costs, and other expenses, without limitation, relating to the Settlement Administrator's implementation and administration of this Agreement.

1.25. As used herein, the term "**Notice and Settlement Administration Costs Advance**" means an advance on the Notice and Settlement Administration Costs in the amount of $233,000 to be paid to the Settlement Administrator by Defendants within 30 days after the date of entry of the Preliminary Approval Order pursuant to Section 2.4.

1.26. As used herein, the term **"Notice Date"** means the date by which the Notice set forth in Section 4.2 of this Agreement is complete, which shall be no later than thirty (30) days after the Preliminary Approval Order.

1.27. As used herein, the term "**Objector**" means a Settlement Class Member that objects to the Settlement pursuant to the procedures laid out in Section 4.7.

1.28. As used herein, the term "**Online Notice**" means the version of the Notice that shall be made available to Settlement Class Members on the Settlement Website to obtain the monetary payment available through this Settlement, in the form of Exhibit 3 hereto.

1.29. As used herein, the term "**Order**" includes, as appropriate, the Preliminary Approval Order, the Final Approval Order, any orders relating to any Settlement Class Counsel Attorneys' Fees and Costs Award, and the Judgment.

1.30. As used herein, the term "**Parties**" means the Settlement Class Representatives, individually and in their capacity as representatives of the Settlement Class, and Aeropres, Aux Sable, Bayer, Beiersdorf, and BP, collectively, and the term "**Party**" means any of the defined Parties, singularly.

1.31. As used herein, the term "**Payment Eligible**," when used in conjunction with "Settlement Class Member," means a Settlement Class Member who has submitted a valid Claim Form by the Claims Submission Deadline pursuant to Section 4.4 of this Agreement and has not sought to be excluded from the Settlement under the provisions of Section 4.5.

1.32. As used herein, the term "**Preliminary Approval Order**" means the order preliminarily approving this Agreement as fair, reasonable, and adequate; provisionally certifying, for settlement purposes only, the Settlement Class; provisionally approving the Settlement Class Representatives as the class representatives; provisionally appointing Settlement Class Counsel as class counsel; staying further proceedings in the Litigation and staying any litigation of the Released Claims by any member of the Settlement Class, pending final settlement approval; authorizing the sending of Notice to the Settlement Class; and setting the date and time of the Final Approval Hearing. The Preliminary Approval Order shall be substantially in the form attached as Exhibit 1 hereto, subject to such modifications as the Court may direct.

1.33. As used herein, the term "**Publication Notice**" means the Court-approved form of notice of the terms of the proposed Settlement that shall be provided to the Settlement Class Members in the manner contemplated by Section 4.2(d). The Publication Notice shall be substantially in the form attached as Exhibit 3 hereto, subject to such modifications as the Court may direct.

1.34. As used herein, the term "**Proof of Purchase**" means a dated receipt or other document evidencing the Settlement Class Member's actual purchase of one or more Bayer Products within the Class Period. For avoidance of doubt, an affidavit, declaration, or other written statement by a Settlement Class Member is not sufficient to qualify as a valid Proof of Purchase. To qualify as a valid Proof of Purchase, the Proof of Purchase must show the specific Bayer Product purchased, the date of purchase (which must be within the Class Period), and the price of the purchase; a photo of the Bayer Product is not a valid Proof of Purchase. Each Proof of Purchase may only be submitted to make a claim of one Proof-of-Purchase Payment.

1.35. As used herein, the term "**Proof-of-Purchase Payment**" means a monetary payment equal to the purchase price (as reflected in the Proof of Purchase and excluding taxes) for each Bayer Product unit purchased within the Class Period, for which a timely and valid Claim Form is submitted, that includes a timely and valid Proof of Purchase.

1.36. As used herein, the term "**Recall Program**" means the reimbursement program offered by Bayer in connection with the recall of the Bayer Products. For the avoidance of doubt, the reimbursement program offered by Bayer refers to the recall program announced on October 1, 2021 and described in the voluntary recall bulletin published by the U.S. Food and Drug Administration at https://www.fda.gov/safety/recalls-market-withdrawals-safety-alerts/bayer-issues-voluntary-recall-specific-lotriminr-and-tinactinr-spray-products-due-presence-benzene.

1.37. As used herein, the term "**Releases**" means the releases and covenants not to sue granted pursuant to Section 3.4.

1.38. As used herein, the term "**Released Claims**" means any and all Claims (including but not limited to any and all Claims in the Litigation or otherwise asserted in any case ever) that any Settlement Class Representative or any Settlement Class Member ever had, now has, or may have in the future, whether asserted by such Settlement Class Representative or Settlement Class Member, or asserted on their behalf by a third party (including Claims brought on behalf of the general public of the United States or of a particular state, district, or territory therein), arising out of or in any way relating to conduct occurring on or before the date of entry of the Preliminary

Approval Order, relating to (a) the purchase or use of any of the Bayer Products, including all of the products identified in any Complaint in this Litigation; (b) any of the alleged violations of the Federal Food, Drug, and Cosmetics Act, FDA regulations, or FDA guidelines cited in any Complaint in this Litigation; (c) any of the marketing representations about the Bayer Products identified in any Complaint in this Litigation, including but not limited to the failure to disclose the presence of benzene in any Bayer Products; (d) any claims for any acts or omissions that were raised or could have been raised within the scope of the facts asserted in any Complaint in this Litigation; or (e) any event, matter, dispute, or thing that in whole or in part, directly or indirectly, relates to or arises out of said events specified in (a), (b), (c), or (d) of this paragraph. For the avoidance of doubt, the Released Claims do not include Claims for personal injury.

1.39. As used herein, the term "**Released Parties**" means Defendants Aeropres, Aux Sable, Bayer, Beiersdorf, and BP with their predecessors, successors (including, without limitation, acquirers of all or substantially all of their assets, stock, or other ownership interests) and assigns; their past, present, and future, direct and indirect, parents, subsidiaries, joint venture partners and affiliates; any entity involved in the supply chain of the manufacturing, distribution, and sale of the Bayer Products; and the past, present, and future principals, trustees, partners, officers, directors, employees, agents, attorneys, insurers, shareholders, advisors, predecessors, successors (including, without limitation, acquirers of all or substantially all of their assets, stock, or other ownership interests), assigns, representatives, heirs, executors, and administrators of any of the above.

1.40. As used herein, the term "**Releasing Parties**" means the Settlement Class Representatives, the Settlement Class Members (other than those who have timely and validly excluded themselves from the Settlement Class), any person or entity claiming by, for, on behalf of, or through them, and any agents, representatives, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, advisors, and assigns of any of the foregoing.

1.41. As used herein, "**Service Award**" means an award approved by the Court that is payable to the Settlement Class Representatives by Defendants for their time and effort in bringing this Litigation and for serving as Settlement Class Representatives pursuant to the terms set forth herein in Section 3.3.

1.42. As used herein, the term "**Settlement**" means the full and final resolution of the Litigation and related claims effectuated by this Agreement.

1.43. As used herein, the term "**Settlement Administrator**" means or refers to Rust Consulting, Inc. (or another settlement administrator mutually agreed to by the Parties), which shall perform the services contemplated by this Agreement and such other reasonable services to effectuate this Agreement with the consent of both Settlement Class Counsel and Defendants' Counsel or as approved by the Court.

1.44. As used herein, the term "**Settlement Class**" means all persons residing in the United States who purchased a Bayer Product beginning no earlier than November 16, 2015. The following individuals are excluded from the Settlement Class: officers and directors of Defendants Aeropres, Aux Sable, Bayer, Beiersdorf, and BP, and their parents, subsidiaries, affiliates, and any entity in which they have a controlling interest; any person who never used a Bayer Product but

instead only purchased a Bayer Product exclusively for the purpose of reselling the Bayer Product to a consumer; all judges assigned to hear any aspect of the Litigation, as well as their staff and immediate family; and Settlement Class Counsel, their staff members, and their immediate family.

1.45. As used herein, the term "**Settlement Class Counsel**" means the following lawyers at the following firms: Steven L. Bloch, of Silver Golub & Teitell LLP; Andrew Obergfell and Max S. Roberts of Bursor & Fisher, P.A.; and Innessa Melamed Huot and Timothy J. Peter of Faruqi & Faruqi, LLP.

1.46. As used herein, the term "**Settlement Class Counsel Attorneys' Fees and Costs Award**" means an amount not to exceed $1,716,666—inclusive of Settlement Class Counsel's attorneys' fees, costs and expenses—awarded at the discretion of the Court to Settlement Class Counsel.

1.47. As used herein, the term "**Settlement Class Member**" means any person who is a member of the Settlement Class.

1.48. As used herein, the term "**Settlement Class Representatives**" means, collectively, Plaintiffs Juan Huertas, Eva Mistretta, Mike Poovey, Darrell Stewart, and Jeremy Wyant.

1.49. As used herein, the term "**Settlement Fund**" means the non-reversionary cash fund that shall be established by the Settlement Administrator and funded by Defendants in the total amount of $4,850,000.00, according to the schedule set forth herein. From the Settlement Fund, the Settlement Administrator shall pay all approved Claim Forms submitted by Settlement Class Members, Notice and Settlement Administration Costs, any Service Awards to the Settlement Class Representative, and any Settlement Class Counsel Attorneys' Fees and Costs Award. The Settlement Administrator shall be granted permission to access said funds as set forth herein. The Settlement Fund represents the total extent of Defendants' monetary obligations under this Agreement. The payment of the Settlement Amount by Defendants fully discharges Defendants and the other Released Parties' financial obligations (if any) in connection with the Settlement, meaning that no Released Party shall have any other obligation to make any payment to any Settlement Class Member, or any other person, corporation, or otherwise, under this Agreement. The Settlement Fund shall be a Qualified Settlement Fund for which Defendants will be "transferor[s]" within the meaning of Treasury Regulation § 1.468B-1(d)(1) with respect to the amounts transferred, and for which the Settlement Administrator will be the "administrator" within the meaning of Treasury Regulation § 1.468B-2(k)(3), responsible for causing the filing of all tax returns required to be filed by or with respect to the Settlement Fund, paying from the Settlement Fund any taxes owed by or with respect to the Settlement Fund, and applying with any applicable information reporting or tax withholding requirements imposed by Treasury Regulation § 1.468B-2(1)(2) or any other applicable law on or with respect to the Settlement Fund and in accordance with this Agreement.

1.50. As used herein, the term "**Settlement Website**" means the website that shall be created for Settlement administration purposes by the Settlement Administrator in the manner contemplated by Section 4.2(a).

1.51. As used herein, the term "**Total Settlement Consideration**" means the total amount payable by Defendants to Payment Eligible Settlement Class Members under this Agreement, plus the Notice and Settlement Administration Costs, any Service Awards to the Settlement Class Representatives, and any Settlement Class Counsel Attorneys' Fees and Costs Award, together not to exceed $4,850,000.

2. SETTLEMENT ADMINISTRATION.

2.1. Settlement Administrator. The Settlement Administrator shall administer various aspects of the Settlement as described in the next Sections hereafter and as specified elsewhere in this Agreement.

2.2. Duties of Settlement Administrator. The duties of the Settlement Administrator, in addition to any other responsibilities that are described in this Agreement, shall include:

(a) Serving notice as required by the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, within 10 days after the filing of the motion for preliminary approval;

(b) Providing Notice to Settlement Class Members as set forth in this Agreement and/or as otherwise directed by the Court;

(c) Establishing and maintaining the Settlement Website, which shall bear a URL as agreed to by the Parties, as a means for Settlement Class Members to obtain Notice and information about the Settlement;

(d) Establishing and maintaining a toll-free telephone helpline to which Settlement Class Members may refer for information about the Litigation and the Agreement;

(e) Establishing and maintaining a system for collecting the submission of electronic Claim Forms that may be submitted to the Settlement Administrator through the Settlement Website (the "Online Claim Form");

(f) Providing an address for (i) the submission of Claim Forms that may be mailed to the Settlement Administrator; and (ii) mailed requests for exclusion from Settlement Class Members;

(g) Responding to any inquiries from Settlement Class Members;

(h) Processing and determining the validity of any requests for exclusion by Settlement Class Members;

(i) Providing interim reports on request and within 120 days after the date of entry of the Preliminary Approval Order, a substantially final report to Settlement Class Counsel and Defendants' Counsel that summarizes the number of Claim Forms received from Settlement Class Members since the prior reporting period, the total number of Claim Forms received to date, the total number and value or Claim Forms for monetary payments received to date, the number of any Claim Forms deemed valid or invalid since the prior reporting period, the total number of Claim Forms deemed valid or invalid, and any other pertinent information requested by Settlement

Class Counsel or Defendants' Counsel, subject to auditing to be completed within 20 days thereafter, at which time the Settlement Administrator shall provide a report summarizing any corrected information;

(j) Providing interim reports on request, and, within 120 days after the date of entry of the Preliminary Approval Order, a final report to Settlement Class Counsel and Defendants' Counsel summarizing the number of requests for exclusion received from Settlement Class Members since the prior reporting period, the total number of exclusion requests received to date, the name and addresses of all Settlement Class Members who made a request for exclusion, and any other pertinent information requested by Settlement Class Counsel or Defendants' Counsel;

(k) No later than 35 days before the Final Approval Hearing, preparing an affidavit to submit to the Court affirming its compliance with the notice (including CAFA) and settlement administration provisions of this Agreement, and identifying any Settlement Class Members who timely and validly requested exclusion from the Settlement Class;

(l) Reviewing, determining the validity of, and responding to all Claim Forms submitted;

(m) Providing all information to the Parties that any Party deems necessary before they can perform any of their obligations under this Agreement, including, but not limited to, transferring any funds to the Settlement Administrator;

(n) Processing and transmitting monetary payments to Settlement Class Members who elect to receive a Proof-of-Purchase or a No Proof-of-Purchase Payment;

(o) Paying any invoices, expenses, taxes, fees, and other costs as contemplated by this Agreement or required by law; and

(p) Performing any other settlement administration-related functions reasonably necessary to effectuate this Agreement, with the consent of both Settlement Class Counsel and Defendants' Counsel, or as approved or ordered by the Court.

2.3. Confidentiality. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Agreement and, without limiting the foregoing, shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity except as provided for in this Agreement or by court order.

2.4. Payment of Notice and Settlement Administration Costs.

(a) The Notice and Settlement Administration Costs Advance shall be paid to the Settlement Administrator within 30 days after the date of entry of the Preliminary Approval Order.

(b) With the exception of the Notice and Settlement Administration Costs Advance, all remaining Notice and Settlement Administration Costs, including all costs associated with providing notice to the appropriate state and federal government officials as may be required by the CAFA, shall be paid from the Settlement Fund. The Notice and Settlement Administration Costs shall not exceed $500,000, unless the Parties mutually agree otherwise.

(c) In the event this Agreement is not approved or is terminated, or the proposed Settlement fails to become final and effective for any reason, including without limitation if the Final Approval Order or Judgment are reversed, vacated, or modified following any appeal taken therefrom, the Settlement Administrator shall return to Defendants the Notice and Settlement Administration Costs Advance, less any Notice and Settlement Administration Costs actually incurred.

3. SETTLEMENT TERMS.

3.1. Certification of the Settlement Class.

(a) Only for the purposes of Settlement and the proceeding contemplated herein for effectuating the Settlement, the Parties stipulate and agree that a Court may (i) certify the Settlement Class in accordance with the definition contained in Section 1.44, (ii) appoint Plaintiffs Juan Huertas, Eva Mistretta, Mike Poovey, Darrell Stewart, and Jeremy Wyant as Settlement Class Representatives to represent the Settlement Class for Settlement purposes, and (iii) appoint Settlement Class Counsel as counsel for the Settlement Class. Certification of the Settlement Class shall be effective and binding only with respect to the Settlement and this Agreement.

(b) It is expressly recognized and agreed that this stipulation as to the certification of a Settlement Class and the appointment of Settlement Class Representatives and Settlement Class Counsel shall be of no force and effect and has no evidentiary significance outside of enforcing the terms of this Agreement. By entering into this Agreement, Defendants do not waive their right to challenge or contest the maintenance of any lawsuit against them as a class action and to oppose certification of any class other than the Settlement Class in connection with the Settlement memorialized in this Agreement.

3.2. Settlement Class Consideration.

(a) In consideration for the complete and final settlement of the Litigation, the Releases, and other promises and covenants set forth in this Agreement, and subject to the other terms and conditions thereof, Defendants agree to pay the Total Settlement Consideration to the Settlement Fund as set forth in this Section 3.2. For the avoidance of doubt, Defendants shall have no other financial obligations in connection with this Settlement other than the payment of the Total Settlement Consideration to the Settlement Fund.

(i) Within 14 days after entry of the Final Approval Order, Defendants shall pay the Settlement Fund into the Escrow Account. Settlement Class Members shall have until the Claims Submission Deadline to submit a Claim Form.

(b) The Notice and Settlement Administration Costs, any Settlement Class Counsel Attorneys' Fees and Costs Award, and any Service Awards to the Settlement Class Representatives shall be paid exclusively from the Settlement Fund. Following payment of the Notice and Settlement Administration Costs, any Settlement Class Counsel Attorneys' Fees and Costs Award, and any Service Awards to the Settlement Class Representatives, the Net Settlement Fund shall be allocated among Settlement Class Members as set forth in this Section 3.2 and Section 4.8 below.

(c) Allocation of Net Settlement Fund to Settlement Class Members.

(i) With Proof of Purchase. Settlement Class members who submit a timely and valid Claim Form and provide a timely and valid Proof of Purchase showing their actual purchase(s) during the Class Period of one or more Bayer Products shall receive a Proof-of-Purchase Payment for each Proof of Purchase reflected on the Proof of Purchase as subject to Sections 3.2(c)(iii) and 3.2(c)(iv) below.

(ii) Without Proof of Purchase. Settlement Class Members who do not provide valid and timely Proof of Purchase showing their actual purchase(s) during the Class Period of one of more Bayer Products, but who submit a timely and valid Claim Form attesting under penalty of perjury that they purchased during the Class Period one or more Bayer Products, shall receive No Proof-of-Purchase Payments for each Bayer Product reflected on the Claim Form as subject to Sections 3.2(c)(iii) and 3.2(c)(iv) below. The total number of No Proof-of-Purchase Payments claimed under this subsection may not exceed three total units per Household.

(iii) Impact of Bayer's Recall Program.

a. No later than 30 days after entry of the Preliminary Approval Order, Bayer will provide the Settlement Administrator with the name and contact information for all individuals to whom a payment was distributed through the Recall Program and the number and/or amount of payments received by those individuals.

b. Offset For Settlement Class Members Participating In Bayer's Recall Program. The number of Proof-of-Purchase Payments or No Proof-of-Purchase Payments each Settlement Class Member is entitled to receive under this Settlement shall be reduced by the number of payments that a Settlement Class Member or any member of the Settlement Class Member's Household has received through the Recall Program (provided that the payment shall not be reduced below $0.00). By way of example, if a Settlement Class Member received two payments under the Recall Program, and submits a valid and timely Claim Form for two payments under the Settlement, the Settlement Class Member shall not receive any additional payments under the Settlement. By way of further example, if a Settlement Class Member received two payments under the Recall Program and submits a valid and timely Claim Form for three No Proof-of-Purchase Payments under the Settlement, the Settlement Class Member shall receive one No Proof-of-Purchase Payment under the Settlement.

c. Compensation for Settlement Class Members Who Participated In the Recall Program. In the event a Settlement Class Member or any member of the Settlement Class Member's Household has already received three payments under the Recall

Program, and attests on a Claim Form under penalty of perjury that the Settlement Class Member has purchased additional Bayer Products during the Class Period for which the Settlement Class Member has not already received a payment(s) under the Recall Program, then the provisions of Section 3.2(c)(iii)(b) shall not apply to that Settlement Class Member, and the Settlement Class Member may instead make a claim under the Settlement for a maximum of one No Proof-of-Purchase Payment. To be eligible to make a claim under this Section 3.2(c)(iii)(c), the Settlement Class Member must not make or attempt to make a claim for any additional Proof-of-Purchase Payments or No Proof-of-Purchase Payments. The number of units claimed under this subsection may not exceed one total unit per Household.

d. Prohibition On Re-Using Proofs Of Purchase. A Proof of Purchase submitted by a Settlement Class Member or any member of the Settlement Class Member's Household to receive a payment under the Recall Program may not be used as a Proof of Purchase to receive a Proof-of-Purchase Payment under the Settlement.

(iv) Pro-Rata Distribution For Insufficient or Excess Settlement Funds. Under Section 4.8 below, the Settlement Administrator shall calculate the total of Proof-of-Purchase Payments and No Proof-of-Purchase Payments payable to Settlement Class Members. If, and only if, the Net Settlement Fund amount (as described in Section 3.2 and Section 4.8) is insufficient to cover all Proof-of-Purchase Payments and No Proof-of-Purchase Payments payable to Settlement Class Members, the Settlement Administrator shall distribute the Net Settlement Fund by reducing the payments Settlement Class Members would otherwise be entitled to under Section 3.2 on a pro rata basis. If, and only if, the Net Settlement Fund (as described in Section 3.2 and Section 4.8) contains excess funds after the calculation in Section 4.8 is performed, then the Net Settlement Fund shall be distributed on a pro rata basis to increase the payments Settlement Class Members would otherwise be entitled to under Section 3.2.

3.3. Attorneys' Fees and Costs; Service Awards.

(a) Settlement Class Counsel may file a motion with the Court requesting an award of attorneys' fees not to exceed 1/3 of the Settlement Fund ($1,616,666) and reimbursement of costs not to exceed $100,000 to be paid from the Settlement Fund. Any such motion, if it is filed, must be filed no later than 60 days after entry of the Preliminary Approval Order. Any such motion will be posted on the Settlement Website within one business day after its filing. Subject to Court approval, Defendants agree to pay Settlement Class Counsel's Attorneys' Fees and Costs Award in an amount awarded by the Court, provided that such award of such fees and costs (inclusive) does not exceed $1,716,666. Defendants reserve the right to challenge the amount of any Settlement Class Counsel's Attorneys' Fees and Costs Award.

(b) Settlement Class Counsel's entitlement, if any, to an award of attorneys' fees, costs, and/or expenses will be determined by the Court. The Settlement shall not be conditioned on Court approval of the Settlement Class Counsel Attorneys' Fees and Costs Award. In the event the Court declines any request or awards less than the amount sought, but otherwise approves the Settlement, the remaining provisions of this Agreement will continue to be effective and enforceable by the Parties.

(c) Settlement Class Counsel shall have the sole and absolute discretion to allocate the attorneys' fees and costs among themselves. Defendants shall have no liability or other responsibility for allocation of any such fees and costs awarded, and, in the event that any dispute arises relating to the allocation of attorneys' fees, Settlement Class Counsel agree to hold Defendants harmless from any and all such liabilities, costs, and expenses of such dispute.

(d) Payment of any Settlement Class Counsel Attorney's Fees and Costs Award shall be made from the Settlement Fund 35 days after entry of the Final Approval Order (or, if the date falls on a weekend or holiday, the next business day).

Settlement Class Counsel acknowledge and agree that any amounts received by Settlement Class Counsel pursuant to this provision 3.3(d) as payment of any Settlement Class Counsel Attorneys' Fees and Cost Award shall be subject to repayment to the Settlement Fund in the event the Effective Date does not occur, or the Settlement Agreement is terminated pursuant to its terms. Within twenty (20) days of receiving written notice from Defendants' Counsel or from a court of appropriate jurisdiction, Settlement Class Counsel will reimburse the Settlement Fund all sums received by Settlement Class Counsel as attorneys' fees and costs previously paid to them from the Settlement Fund. Each such Settlement Class Counsel's law firm receiving fees, costs, and expenses, as a condition to receiving the Settlement Class Counsel Attorneys' Fees and Cost Award, on behalf of itself and each partner and/or shareholder of the law firm, agrees that the law firm and its partners and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing this provision, and are each jointly and severally liable and responsible for any required repayment. In the event Settlement Class Counsel or their law firms fail to repay any amounts that are owed pursuant to this provision, the Court shall, on application of Defendants, summarily issue all appropriate orders, including but not limited to judgments and attachment orders, to enforce the terms of this provision and Settlement Class Counsels' repayment obligations.

(e) No later than 60 days after entry of the Preliminary Approval Order, Settlement Class Counsel may file a motion for Court approval of a Service Award to each Settlement Class Representative, to be paid from the Settlement Fund, in addition to any funds the Settlement Class Representatives stand to otherwise receive from the Settlement. With no consideration having been given or received for this term, the Settlement Class Representatives will seek no more than $2,000 each as a Service Award. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund. Such Service Awards shall be paid from the Settlement Fund (in the form of a check to the Class Representative that is sent care of Class Counsel), within ten (10) days after entry of the Final Approval Order and Judgment if there have been no objections to the Settlement Agreement, and, if there have been such objections, within ten (10) days after the Effective Date. The Settlement shall not be conditioned on Court approval of the Service Awards.

3.4. Releases and Waivers of Rights.

(a) **Release by Releasing Parties**. Upon entry of the Final Approval Order and accompanying Judgment, and in addition to the preclusive effect of the dismissal with prejudice of the claims asserted in the Litigation pursuant to this Agreement, the Releasing Parties shall be

deemed to have released, relinquished, and forever discharged each of the Released Parties from any and all Released Claims. The Releasing Parties covenant and agree that they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, against any of the Released Parties.

(b) **Additional Releases and Representations By Settlement Class Representatives**. The Settlement Class Representatives represent and warrant that, as of the date of the execution of this Agreement, they are unaware of any additional Claims that they have against Defendants related to the Released Claims. In addition to the Releases provided in Section 3.4(a), the Settlement Class Representatives also agree to release Defendants from any and all Claims related to the Released Claims that they could have asserted against Defendants, regardless of whether the Settlement Class Representatives know of any such Claim.

(c) **Additional Representations By Settlement Class Counsel**. Settlement Class Counsel represent that, as of the date of the execution of this Agreement, they do not represent any client, including any resellers of Bayer Products, besides Settlement Class Representatives asserting claims against Defendants arising out of the marketing and sale of the Bayer Products. Settlement Class Counsel further represent that they (i) have not encouraged and will not encourage any Settlement Class Member to opt out of this Settlement, provided that they may present Settlement Class Members with the fact that they have the option to seek to exclude themselves from the Settlement Class, and (ii) shall not offer to represent any Settlement Class Member that submits a request for exclusion in connection with any Released Claim, provided that they may represent any such Settlement Class Members who submit a request for exclusion and ask Settlement Class Counsel to represent them.

(d) **Releases Relating To Litigation Conduct**. The Settlement Class Representatives, Settlement Class Counsel, Defendants, and Defendants' Counsel agree to release each other from any and all Claims relating in any way to any Party or counsel's conduct in the Litigation, including but not limited to any claims of abuse of process, malicious prosecution, or any other claims arising out of the institution, prosecution, assertion, or resolution of the Litigation. The list of Claims released by this Section 3.4(d) includes, but is not limited to, Claims for attorneys' fees, costs of suit, or sanctions of any kind except as otherwise set forth in this Agreement, including without limitation in Section 3.3.

(e) **Intention to Effectuate Settlement**. The Settlement Class Representatives, Settlement Class Counsel, Defendants, and Defendants' Counsel agree to cooperate and take all reasonable steps necessary to effectuate this Agreement and the Settlement.

(f) **Waiver of Rights**. The Settlement Class Representatives and each Settlement Class Member each fully understand that, except as otherwise set forth herein, the facts upon which this Agreement is executed may be found hereafter to be other than or different from the facts now believed by the Settlement Class Representatives, the Settlement Class Members, Settlement Class Counsel, Defendants, and Defendants' Counsel to be true and expressly accept and assume the risk of such possible differences in facts and agree that the Agreement shall remain effective notwithstanding any such difference in facts. The Notice shall expressly advise Settlement Class Members of this waiver.

As to the Released Claims only, upon entry of the Final Approval Order and accompanying Judgment, the Settlement Class Representatives and each Settlement Class Member expressly waive and relinquish the provisions, rights, and benefits of 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 any and all provisions, rights and benefits of any similar, comparable, or equivalent state, federal, or other law, rule, or regulation or the common law or equity. The Settlement Class Representatives and each Settlement Class Member may hereafter discover facts other than, different from, or in addition to those that he, she, or it knows or believes to be true and, except as otherwise set forth herein, the Settlement Class Representatives and each Settlement Class Member hereby expressly waive and fully, finally, and forever settle, release, and discharge all known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims as of the date of entry of the Final Approval Order, whether or not concealed or hidden, and without regard to the subsequent discovery or existence of such other, different, or additional facts. The Settlement Class Representatives acknowledge, and the Settlement Class Members shall be deemed by operation of the Final Approval Order and the Judgment to have acknowledged, that the waivers in this Section 3.4(f) were separately bargained for and are a material element of this Agreement. The waivers in this Section 3.4(f) apply only to the Released Claims and not to any other claims.

(g) The scope of the Releases and Waivers in this Section 3.4 is a material term of this Settlement and Agreement.

4. CLASS SETTLEMENT PROCEDURES.

4.1. Preliminary Approval. The Parties agree that, no later than December 8, 2025 (or at another date as permitted by the Court), the Settlement Class Representatives and Settlement Class Counsel shall submit this Settlement to the Court and file a motion asking the Court to conditionally certify the Settlement Class and enter the Preliminary Approval Order substantially in the form of Exhibit 1 hereto. For purposes of Settlement only, Defendants will not oppose the certification, pursuant to Federal Rule of Civil Procedure 23(a), 23(b)(3), and 23(e), of the Settlement Class or entry of the Preliminary Approval Order.

4.2. Settlement Class Notice. Subject to Court approval, the Parties agree that as soon as practicable and no later than 30 days after entry of the Preliminary Approval Order, the Settlement Administrator will provide the Settlement Class with Notice of the proposed Settlement by the following methods:

(a) Establishing a Settlement Website hosted at www.antifungalspraysettlement.com and dedicated to the Settlement, which shall contain a Long Form Notice, in substantially the same form attached hereto as Exhibit 2, in both downloadable PDF format and HTML format; a Contact Information page that includes the address for the Settlement Administrator and addresses and telephone numbers for Settlement Class Counsel; the telephone helpline number set forth in Section 4.2(b); the Agreement; the signed Preliminary Approval Order; and a downloadable and online version of the Claim Form. While the Settlement Administrator shall have primary responsibility over the design and operation of the Settlement Website, the final design of the Settlement Website shall be subject to the final approval of Settlement Class Counsel and Defendants' Counsel. The Settlement Administrator shall further permit Settlement Class Counsel and Defendants' Counsel to test the operation of the Settlement Website and shall monitor and if necessary update and modify the Settlement Website to ensure that it performs reliably and consistent with the terms of this Agreement, when accessed from all major Internet browsers (desktop and mobile) operating on all major operating systems (including Windows, MacOS, Android, and iOS). The Settlement Administrator shall add to the Settlement Website all other material filings by the Parties or the Court regarding the Settlement, including, but not limited to, any application for Settlement Class Attorneys' Fees and Costs Award, the motion for final approval of this Agreement, and any orders with respect to such applications and motions. The Settlement Website shall remain accessible until at least 180 days after all monetary payments as described in Section 4.8 are distributed to eligible Settlement Class Members.

(b) Establishing and maintaining a toll-free telephone helpline, which shall be posted on the Settlement Website, to which Settlement Class Members may refer for information about the Litigation and the Settlement Agreement. Those who call the toll-free helpline or who write to the Settlement Administrator may request a printed copy of the Long Form Notice and Claim Form, which the Settlement Administrator shall provide by first class mail. The toll-free helpline shall remain active until at least 180 days after all monetary payments as described in Section 4.8 are distributed to eligible Settlement Class Members.

(c) Causing the Online Notice to be published on internet sites, including search engines and social media, through an appropriate programmatic network.

(d) Causing the Publication Notice to be distributed over a newsline for direct distribution into newsrooms.

(e) Providing notice as required by the Class Action Fairness Act, 28 U.S.C. § 1715.

4.3. The Settlement Administrator shall provide a declaration under penalty of perjury to the Court in connection with a motion for entry of the Preliminary Approval Order that the Notice provides sufficient reach and frequency to alert Settlement Class Members to the pendency of the Litigation and their rights thereunder. The Court may require changes to the Notice process without invalidating this Settlement, provided that the material terms of the Settlement, including the scope of the Release and the total financial obligations imposed on Defendants, are not altered by such changes.

4.4. Submission of Claims by Settlement Class Members.

(a) Settlement Class Members will be provided an opportunity to submit electronically or by mail a Claim Form seeking a Proof-of-Purchase Payment or a No Proof-of-Purchase Payment in accordance with Section 3.2 hereof. The Settlement Administrator will mail the Claim Form to any Settlement Class Member upon request, make the Claim Form available on the Settlement Website, and ensure the Claim Form (or the electronic equivalent thereof) can be completed and submitted directly through the Settlement Website so that no printing or mailing is required. For Claim Forms submitted online, the Settlement Class Member shall have the opportunity to upload Proof of Purchase image files (*e.g.*, jpg, tif, pdf).

(b) To be considered for payment, a Claim Form must be completed and signed (either by manual signature or electronic signature or affirmation) as detailed herein, and submitted online at the Settlement Website or postmarked no later than the Claims Submission Deadline. The deadline to submit a Claim Form shall be 90 days after the entry of the Preliminary Approval Order. Claim Forms will not be considered for payment if they are submitted online or postmarked after the Claims Submission Deadline. A Claim Form will be deemed to have been submitted when posted if received with a postmark date indicated on the envelope, mailed first-class postage prepaid, and addressed in accordance with the instructions. Only one Claim Form may be submitted per Household, and the Settlement Administrator shall in no case approve more than one Claim Form per Household.

(c) The Settlement Administrator shall be responsible for reviewing, determining the validity of, and responding to all Claim Forms submitted. The Settlement Administrator, in conjunction with the Parties, shall use reasonable, adequate, and customary procedures and standards to identify and prevent the distribution of a Proof-of-Purchase Payment or a No Proof-of-Purchase Payment to those submitting fraudulent, untimely, or invalid Claim Forms, and otherwise prevent fraud, waste, and abuse in the claims process. The Settlement Administrator will approve Claim Forms and issue payment based upon the terms and conditions of the Agreement and may reject Claim Forms that are invalid or evidence waste, fraud, or abuse. Within 20 days after the Claim Filing Deadline, the Settlement Administrator shall notify by e-mail and/or regular mail (if no email address is provided on the Claim Form) all Settlement Class Members whose claims are denied of the reason(s) for the denial, using the e-mail address (if any) provided by the Settlement Class Member on the Claim Form. If the Settlement Administrator determines that a claim might otherwise be valid, but is missing information, the Settlement Administrator shall notify by e-mail and/or regular mail (if no email address is provided on the Claim Form) any Settlement Class Member whose claim is subject to denial for this reason, and Settlement Class Members shall have 30 days to cure such deficiencies with their claims.

(d) The determination of the validity of all Claim Forms, subject to final audit, shall occur within 120 days of the date of entry of the Preliminary Approval Order. All Claim Forms that the Settlement Administrator deems invalid or untimely shall be identified and presented to the Parties, who shall meet-and-confer over the validity and timeliness of any Claim Form. If the Parties cannot agree whether a Claim Form is valid and timely, then the Settlement Administrator shall determine whether a Claim Form is valid and timely. Any challenge to the Settlement Administrator's determination that a Claim Form is invalid or untimely must be presented to the Court in time for such challenge to be resolved at the Final Approval Hearing; otherwise, the Claim Form shall be deemed invalid.

(e) The Parties choice not to audit the validity of any one or more Claim Forms shall not constitute or be construed as a waiver or relinquishment of any audit or other rights as to any other Claim Forms, individually or as a group, and similarly shall not be construed as a waiver or relinquishment by the Parties as to any of its audit and other rights under the Agreement.

(f) No person or entity shall have any claim against the Settlement Class Representatives, Defendants, Settlement Class Counsel, Defendants' Counsel, or the Settlement Administrator based on any determination regarding the validity of a Claim Form or the distributions or awards made in accordance with this Agreement and the Exhibits hereto.

(g) Court approval of the claims process set forth in this Section 4.4 (with the exception of the deadline to submit a Claim Form) is a material term of this Agreement.

4.5. Requests for Exclusion. The Notice shall inform Settlement Class Members that they may exclude themselves from the Settlement Class by mailing to the Settlement Administrator a written request for exclusion that is postmarked no later than the Exclusion/Objection Deadline, *i.e.*, no later than 90 days after the entry of the Preliminary Approval Order. To be effective, the request for exclusion must include (a) the Settlement Class Member's full name, telephone number, and mailing address; (b) a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class; (c) the name "*Huertas et al. v. Aeropres Corp., et al.*, Case No. 2:21-cv-20021"; and (d) the Settlement Class Member's signature, or the like signature or affirmation of an individual authorized to act on the Settlement Class Member's behalf. Upon the Settlement Administrator's receipt of a timely and valid exclusion request, the Settlement Class Member shall be deemed excluded from the Settlement Class and shall not be entitled to any benefits of this Settlement. A Settlement Class Member may request to be excluded from the Settlement only on the Settlement Class Member's own behalf; a Settlement Class Member may not request that other Settlement Class Members (or a group or subclass of Settlement Class Members) be excluded from the Settlement. So-called "mass" or "class" opt-outs shall not be allowed. The Settlement Administrator shall provide copies of all timely and valid exclusion requests to Settlement Class Counsel and Defendants' Counsel. A list of the Settlement Class Members who have timely and validly excluded themselves from the Settlement Class pursuant to this Section 4.5 shall be attached to the Final Approval Order or otherwise recorded by the Court.

4.6. Defendants' Right to Terminate Based on Exclusions. If the number of persons validly requesting exclusion exceeds the amount set forth in the confidential Attachment A hereto, then Defendants may, provided that each Defendant agrees after meeting and conferring in good faith with Settlement Class Counsel, elect to terminate and rescind this Agreement and void the Settlement. Defendants may exercise this right by notifying Settlement Class Counsel in writing within 20 days after receiving notice of the number of timely and valid exclusions from the Settlement Administrator. If the Settlement is terminated and rescinded, it shall be deemed void *ab initio*.

4.7. Objections. The Notice shall inform Settlement Class Members that, if they do not request exclusion from the Settlement Class, they have the right to object to the proposed Settlement only by complying with the objection provisions set forth in this Section 4.7. Settlement Class Members who object to the proposed Settlement shall remain Settlement

Class Members and shall have voluntarily waived their right to pursue any independent remedy for the Released Claims against the Released Parties. Any Settlement Class Member who wishes to object to the proposed Settlement must file or send to the Court a written objection that is postmarked or filed no later than the Exclusion/Objection Deadline, *i.e.*, no later than 90 days after the entry of the Preliminary Approval Order. To be effective, an objection must (a) include the case name and case number: "*Huertas et al. v. Aeropres Corp., et al.*, Case No. 2:21-cv-20021"; (b) contain the full name, mailing address, and telephone number of the Settlement Class Member objecting to the proposed Settlement (the "**Objector**"); (c) include the Objector's signature, or the like signature or affirmation of an individual authorized to act on the Objector's behalf; (d) state with specificity the grounds for the objection; (e) state whether the objection applies only to the Objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (f) contain the name, address, bar number, and telephone number of counsel for the Objector, if represented by an attorney in connection with the objection; and (g) state whether the Objector intends to appear at the Final Approval Hearing, either in person or through counsel. If the Objector or his or her attorney intends to present evidence at the Final Approval Hearing, the objection must contain the following information: a detailed description of all evidence the Objector will offer at the Final Approval Hearing, including copies of any and all exhibits that the Objector may introduce at the Final Approval Hearing. To the extent any Settlement Class Member objects to the proposed Settlement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Approval Order and accompanying Judgment.

4.8. Distribution of Proof-of-Purchase Payments and No Proof-of-Purchase Payments.

(a) Within 14 days after the Effective Date, the Settlement Administrator shall calculate the total of Proof-of-Purchase Payments and No Proof-of-Purchase Payments payable to Settlement Class Members and inform Settlement Class Counsel and Defendants' Counsel in writing of that amount. Absent any objection from Defendants, the Settlement Administrator within 30 days of notifying the Defendants shall deduct from the Settlement Fund any Notice and Settlement Administration Costs, any Service Awards ordered by the Court, and any Settlement Class Counsel Attorneys' Fees and Costs Award ordered by the Court and then, from the funds remaining in the Settlement Fund, *i.e.,* the Net Settlement Fund, make Proof-of-Purchase and No Proof-of-Purchase Payments to Payment Eligible Settlement Class Members as follows:

(i) By default, Proof-of-Purchase Payments and No Proof-of-Purchase Payments shall be paid by check with an appropriate legend to indicate that the check is from the Settlement and mailed to the address provided on the Claim Form submitted by the Class Member. The Settlement Administrator shall also allow Payment Eligible Settlement Class Members to elect to receive their Proof-of-Purchase Payment and/or No Proof-of-Purchase Payment by direct bank deposit or electronic transfer (*e.g.*, PayPal, Venmo) and, if such election is made in the form provided by the Settlement Administrator, shall make the Proof-of-Purchase Payment and/or No Proof-of-Purchase Payment to the Payment Eligible Settlement Class Member through the method so elected. All Proof-of-Purchase Payments and No Proof-of-Purchase Payments shall be made by the Settlement Administrator within 60 days after the Effective Date, unless otherwise ordered by the Court.

(ii) The Proof-of-Purchase Payments and No Proof-of-Purchase Payments distributed to Settlement Class Members shall be valid for 180 days after issuance. The Settlement Administrator will make reasonable efforts to locate the proper mailing address for any intended recipient of a Proof-of-Purchase Payment or No Proof-of-Purchase Payment whose check is returned by the Postal Service as undeliverable and will re-mail it once to the updated address. If a settlement check is not cashed within the 180-day period, the Settlement Class Member shall not be entitled to any further payment under this Agreement. In the event that any Proof-of-Purchase Payments or No Proof-of-Purchase Payments (including any portion thereof) remain uncashed after 180 days of issuance, the Parties shall attempt a second distribution to Settlement Class Members who received Proof-of-Purchase Payments and No Proof-of-Purchase Payments distributed as part of the initial distribution, if economically feasible to do so in the opinion of the Settlement Administrator. If it is not feasible and/or economically reasonable to attempt a second distribution of Proof-of-Purchase Payments and No Proof-of-Purchase Payments to Settlement Class Members who already submitted Claims, then the remaining Settlement Fund shall be distributed to *cy pres* recipients recommended by the Parties, subject to the Court's approval. The Parties agree to work together to identify mutually agreeable *cy pres* candidates.

(iii) No deductions for taxes will be taken from any Proof-of-Purchase Payment or No Proof-of-Purchase Payment at the time of distribution. Settlement Class Members are responsible for paying all taxes due on such Proof-of-Purchase Payments and No Proof-of-Purchase Payments. Under no circumstance shall Defendants be held liable for any tax payments with respect to the Proof-of-Purchase Payments and No Proof-of-Purchase Payments. All Proof-of-Purchase Payments and No Proof-of-Purchase Payments shall be deemed to be paid solely in the year in which such payments are actually issued. Neither Settlement Class Counsel nor Defendants' Counsel purport to provide legal advice on tax matters. To the extent this Agreement, or any of its exhibits or related materials, is interpreted to contain or constitute advice regarding any U.S. Federal or any state tax issue, such advice is not intended or written to be used, and cannot be used, by any person or entity for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

4.9. No Further Confirmatory Discovery. The Parties exchanged information via informal discovery in connection with the September 5, 2025 mediation. The Settlement Class Representatives and Defendants represent and warrant that all of the information their counsel provided in connection with the mediation and settlement negotiations is true and correct based on information reasonably available and to the best of their knowledge. Settlement Class Representatives and Settlement Class Counsel, and Defendants represent and warrant that they will not seek further discovery from each other. The Parties further agree that Defendants are not required to provide any additional discovery in connection with the process of obtaining preliminary or final approval of the Settlement, whether formal or informal, unless otherwise ordered by the Court. For the avoidance of doubt, this provision does not include any information that Defendants may provide to the Settlement Administrator to effectuate Notice.

4.10. Finality of Settlement. The Settlement shall become final and effective on the Effective Date.

5. FINAL JUDGMENT AND RELEASES.

5.1. Approval of this Agreement. Counsel for all Parties will jointly take all necessary and appropriate steps to secure the Court's approval of this Agreement. The Parties intend to use their best efforts to obtain approval of the Settlement and entry of the orders contemplated herein, including, without limitation, seeking certification of a Settlement Class and the entry of preliminary and final approval orders. Settlement Class Counsel shall prepare and file motions seeking preliminary and final approval. Defendants may, but are not required to, submit a memorandum or evidence in support of preliminary or final approval. Defendants shall not be responsible for justifying to the Court the amount of any Settlement Class Counsel Attorneys' Fees and Costs Award, and Defendants shall have no obligation to provide or submit any materials or support of any kind to justify any such awards.

5.2. Final Approval Order and Judgment. The Settlement is contingent upon entry of a Final Approval Order approving the terms and conditions of this Agreement, and judgment thereon. No later than 30 days before the date of the Final Approval Hearing, the Settlement Class Representatives and Settlement Class Counsel shall file a motion seeking the Court's entry of the Final Approval Order. The Final Approval Order shall be substantially in the form attached hereto as Exhibit 5. Such motion shall include the total amount of Notice and Settlement Administration Costs the Settlement Administrator is seeking to be paid in connection with work performed or that will be performed pursuant to the Settlement Administrator's obligations under the Agreement. Defendants will not oppose the motion for final approval, unless to enforce their termination rights under Section 4.6 hereof, or to challenge the amount of any Settlement Class Counsel's Attorneys' Fees and Costs Award under Section 3.3(a). Any oppositions (if any) to the motion seeking the Court's entry of the Final Approval Order shall be filed 14 days before the Final Approval Hearing. Any replies in further support of the motion seeking the Court's entry of the Final Approval Order shall be filed 7 days before the date of the Final Approval Hearing.

5.3. Effect of Agreement if Settlement Is Not Approved. This Agreement is entered into only for the purpose of Settlement. If certification of the Settlement Class, preliminary or final approval of the Settlement, or any other Order necessary to effectuate this Settlement does not occur, then this Settlement shall be void, shall have no force or effect, and shall impose no obligations on the Parties. Under such circumstances, this Agreement may not be introduced into evidence under any circumstances, including but not limited to in connection with any motion for class certification. The intent of this Section 5.3 is that, if a necessary approval is denied, the Parties will revert to their positions immediately prior to September 5, 2025, and the Litigation will resume without prejudice to any Party (*i.e.*, to their positions *ab initio*). In the event of such a reversion, the Parties agree that no class will be deemed to have been certified, and that the proposed or actual certification of a settlement class will not be urged or considered as a factor in any proceeding.

5.4. Dismissal. Upon entry of the Final Approval Order and accompanying Judgment, except as to any Settlement Class Members who have validly and timely requested exclusion, all Claims in the Litigation shall be dismissed with prejudice pursuant to this Settlement. Dismissal with prejudice is a material term of this Settlement.

6. ADDITIONAL PROVISIONS.

6.1. No Admission of Liability or Wrongdoing. This Agreement reflects the compromise and settlement of disputed claims among the Parties. Its constituent provisions, and

any and all drafts, communications, and discussions relating thereto, shall not be construed as, used for, or deemed to be evidence of an admission or concession of any point of fact or law by any person or entity, including Defendants, and shall not be offered or received in evidence or requested in discovery in the Litigation or any other litigation or proceeding as evidence of an admission or concession. Defendants have denied and continue to deny each of the Claims and contentions alleged by the Settlement Class Representatives in the Litigation. Defendants have asserted and continue to assert defenses thereto, and Defendants have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the various Complaints in the Litigation.

6.2. Termination. If the Court for any reason does not enter any material part of the Preliminary Approval Order or the Final Approval Order or Judgment, or if any of those Orders (with the exception of any provision of these Orders relating to any Settlement Class Counsel Attorneys' Fees and Costs Award) is materially modified, reversed, or set aside on further judicial review, or if for any other reason the Settlement does not become final, or if the Court or a reviewing court takes any action to expand, impair, or reduce the scope or effectiveness of the Releases set forth in Section 3.4 or to impose greater financial or other burdens on Defendants than those contemplated in this Agreement, then any Party shall have the option of terminating this Agreement.

6.3. Publicity. The Parties will cooperate with respect to any public statements, including, but not limited to, press releases, public announcements, interviews with members of the press and media, advertisements, statements in public forums of any kind, and any statements that could reasonably be considered for public consumption regarding this Settlement; provided, however, that the Settlement and Notice relating thereto may be disseminated in accordance with the Notice Plan. Subject to the foregoing, before making any such statement, the Parties will work together to draft the statement and will only issue the statement after receiving written consent from each Party. Notwithstanding anything contained in this Section 6.3, Settlement Class Counsel shall be permitted to disclose on their website the documents publicly filed in connection with the Settlement, including any court orders relating to the Settlement. In no event shall the Parties or their counsel make any public statements that disparage the business or reputation of the other Party (or their counsel in this action) based on the subject matter or the conduct of the Litigation.

6.4. Fair, Adequate and Reasonable Settlement. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Litigation and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement was reached after negotiations that included a daylong mediation with the Honorable Diane M. Welsh (Ret.).

6.5. Stay and Bar of Other Proceedings. Pending determination of whether the Settlement should be granted final approval, the Parties agree not to pursue any claims or defenses otherwise available to them in the Litigation, and no Settlement Class Member, either directly, on a representative basis, or in any other capacity, will commence or prosecute any action or proceeding against any of the Released Parties asserting any of the Released Claims, pending final approval of the Settlement; nor shall any third party do so on their behalf.

6.6. Real Parties in Interest. In executing this Agreement, Settlement Class Representatives, on behalf of themselves and the Settlement Class, represent and warrant that, to their knowledge, Settlement Class Members are the only persons having any interest in any of the Claims that are described or referred to herein, or in any of the pleadings, records, and papers in the Litigation, and, except as provided herein, neither said Claims nor any part thereof have been assigned, granted, or transferred in any way to any other person, firm, or entity.

6.7. Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

6.8. Binding On Successors. This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

6.9. Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.

6.10. Authorization. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein by that Party and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

6.11. Construction and Interpretation. Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. The Parties waive the application of any applicable law, regulation, holding, or rule of construction providing that ambiguities in an agreement shall be construed against the party drafting such agreement.

6.12. Headings. The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement.

6.13. Exhibits. The exhibits to this Agreement constitute material parts of this Agreement and are incorporated by reference herein.

6.14. Effect of Weekends and Holidays. If any date or deadline in this Agreement falls on a Saturday, Sunday, or federal holiday, the next business day following the date or deadline shall be the operative date.

6.15. Merger and Integration. This Agreement—including the Recitals to this Agreement, which are contractual in nature and form a material part of this Agreement—contains the entire, complete, and integrated statement of each and every term and condition agreed to by and among the Parties, is not subject to any term or condition not provided for herein, and supersedes, extinguishes, and replaces all previous agreements, discussions, and negotiations. This Agreement shall not be modified in any respect except by a writing executed by duly authorized representatives of all the Parties hereto. In entering into this Agreement, no Party has made or

relied on any warranty or representation not specifically set forth herein. There shall be no waiver of any term or condition absent an express writing to that effect by the Party to be charged with that waiver. No waiver of any term or condition in this Agreement by any Party shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Agreement.

6.16. Modifications and Amendments. No amendment, change, or modification of this Agreement or any part thereof shall be valid unless in writing signed by the Parties.

6.17. Governing Law. This Agreement is entered into in accordance with federal law and the laws of the State of New Jersey and shall be governed by and interpreted in accordance with federal law and the laws of the State of New Jersey, without regard to any conflicts of laws principles.

6.18. Further Assurances. All of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto.

6.19. Execution Date. This Agreement shall be deemed executed on December 8, 2025.

6.20. Continuing Jurisdiction. The Parties shall ask the Court to retain jurisdiction over the interpretation, effectuation, and implementation of this Agreement.

6.21. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement may be treated as originals.

6.22. Notice. Any notice required or permitted to be given in connection with this Agreement shall be served in the Litigation in accordance with applicable law. If not served by email, a copy shall be sent by email to all opposing counsel of record at their respective email addresses of record.

IN WITNESS WHEREOF, each of the signatories has read and understood this Agreement, has executed it, and represents that he or she is authorized to execute this Agreement on behalf of the Party or Parties he or she represents, who or which has agreed to be bound by its terms and has entered into this Agreement.

Agreed to by:

For the Settlement Class Representatives, Settlement Class Counsel, and the Settlement Class:

By: s/_____ _____
Juan Huertas Date
Settlement Class Representative

By: s/_____ _____
Eva Mistretta Date
Settlement Class Representative

By: s/_____ _____
Jeremy Wyant Date
Settlement Class Representative

By: s/ Signed by: Mike Poovey 6C5D590974E3492... 12/7/2025
Mike Poovey Date
Settlement Class Representative

By: s/ Signed by: 008948DC5FD2431... 12/8/2025
Darrell Stewart Date
Settlement Class Representative

By: s/_____ _____
Steven Bloch Date
For: Silver Golub & Teitell LLP
Counsel for Plaintiffs and the Settlement Class

By: s/_____ _____
Max S. Roberts Date
For: Bursor & Fisher, P.A.
Counsel for Plaintiffs and the Settlement Class

By: s/_____ _____
Timonthy J. Peter Date
For: Faruqi & Faruqi, LLP
Counsel for Plaintiffs and the Settlement Class

For the Settlement Class Representatives, Settlement Class Counsel, and the Settlement Class:

By: s/_____ _____
Juan Huertas — Date
Settlement Class Representative

By: s/_____ _____
Eva Mistretta — Date
Settlement Class Representative

By: s/_____ 12-8-25
Jeremy Wyant — Date
Settlement Class Representative

By: s/_____ _____
Mike Poovey — Date
Settlement Class Representative

By: s/_____ _____
Darrell Stewart — Date
Settlement Class Representative

By: s/_____ _____
Steven Bloch — Date
For: Silver Golub & Teitell LLP
Counsel for Plaintiffs and the Settlement Class

By: s/_____ _____
Max S. Roberts — Date
For: Bursor & Fisher, P.A.
Counsel for Plaintiffs and the Settlement Class

By: s/_____ _____
Timonthy J. Peter — Date
For: Faruqi & Faruqi, LLP
Counsel for Plaintiffs and the Settlement Class

For the Settlement Class Representatives, Settlement Class Counsel, and the Settlement Class:

By: s/_____
Juan Huertas
Settlement Class Representative
_____
Date

By: s/_____
Eva Mistretta
Settlement Class Representative
_____
Date

By: s/_____
Jeremy Wyant
Settlement Class Representative
_____
Date

By: s/_____
Mike Poovey
Settlement Class Representative
_____
Date

By: s/_____
Darrell Stewart
Settlement Class Representative
_____
Date

By: s/_____
Steven Bloch
For: Silver Golub & Teitell LLP
Counsel for Plaintiffs and the Settlement Class
12/8/25
Date

By: s/_____
Max S. Roberts
For: Bursor & Fisher, P.A.
Counsel for Plaintiffs and the Settlement Class
_____
Date

By: s/_____
Timonthy J. Peter
For: Faruqi & Faruqi, LLP
Counsel for Plaintiffs and the Settlement Class
_____
Date

For the Settlement Class Representatives, Settlement Class Counsel, and the Settlement Class:

By: s/ Juan Huertas
Juan Huertas
Settlement Class Representative
12/05/2025
Date

By: s/ Eva Mistretta (Dec 8, 2025 12:38:13 EST)
Eva Mistretta
Settlement Class Representative
12/08/2025
Date

By: s/_____
Jeremy Wyant
Settlement Class Representative
_____
Date

By: s/_____
Mike Poovey
Settlement Class Representative
_____
Date

By: s/_____
Darrell Stewart
Settlement Class Representative
_____
Date

By: s/_____
Steven Bloch
For: Silver Golub & Teitell LLP
Counsel for Plaintiffs and the Settlement Class
_____
Date

By: s/ Max S. Roberts
Max S. Roberts
For: Bursor & Fisher, P.A.
Counsel for Plaintiffs and the Settlement Class
12/06/2025
Date

By: s/_____
Timonthy J. Peter
For: Faruqi & Faruqi, LLP
Counsel for Plaintiffs and the Settlement Class
12/8/2025
Date

For Bayer:

By: s/ DocuSigned by: Jeremy Jessen 9E009651C88E43E... December 7, 2025

Jeremy Jessen
Global General Counsel, Consumer Health
Bayer U.S. LLC, Bayer HealthCare LLC

Date

By: s/ Signed by: E801B0359E01406... December 8, 2025

Andrew Soukup
Covington & Burling LLP
Counsel for Bayer

Date

For Aeropres:

By: s/ Joseph B Bowen 12-8-25
Joseph B. Bowen Date
President
Aeropres Corporation

By: s/ */s/ Chad J. Layton* 12/8/2025
Chad Layton Date
Goldberg Segalla
Counsel for Aeropres Corporation

For Aux Sable Liquid Products LP:

By: s/_____ December 8, 2025
Andrew Schwerha Date
Vice President, Aux Sable Liquid Products Inc.,
General Partner, Aux Sable Liquid Products LP

By: s/_____ December 8, 2025
Robert Baratta Date
Smith, Gambrell & Russell, LLP
Counsel for Aux Sable Liquid Products LP

Docusign Envelope ID: C6F532F3-FEFD-4CE1-A6CB-5B819C4F4955

For Beiersdorf:

By: s/ DocuSigned by: Andrea Mondoni 70C73FD60A084D6...
Andrea Mondoni
General Manager
Beiersdorf, Inc., Beiersdorf North America, Inc., and
Beiersdorf Manufacturing LLC

08-Dec-2025 | 5:19 PM CET
Date

By: s/ Timothy Ray
Timothy Ray
Holland & Knight, LLC
Counsel for Beiersdorf, Inc., Beiersdorf North America, Inc., and
Beiersdorf Manufacturing LLC

12-8-2025
Date

For BP Energy Company:

By: s/_____ December 9, 2025
Ashley Webster Date
BP Energy Company

By: s/_____ 12/9/25
Adam Jagadich Date
Maren Marvel Bradley Anderson & Tardy LLC
Counsel for BP Energy Company

Exhibit 1

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

JUAN HUERTAS, EVA MISTRETTA, JEREMY WYANT, MIKE POOVEY, AND DARRELL STEWART, ON BEHALF OF THEMSELVES AND ALL OTHERS SIMILARLY SITUATED, Plaintiffs, v. AEROPRES CORPORATION, AUX SABLE LIQUID PRODUCTS LP, BAYER HEALTHCARE LLC, BAYER U.S. LLC, BEIERSDORF MANUFACTURING, LLC, BEIERSDORF, INC., BEIERSDORF NORTH AMERICA, INC., AND BP ENERGY COMPANY, Defendants.	Case No. 2:21-CV-20021-SRC-CF HON. STANLEY R. CHESLER HON. CARI FAIS

[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS SETTLEMENT

Before the Court is Plaintiffs' Motion for Preliminary Approval of Class Settlement and Direction of Notice Under Rule 23(e) (the "Motion"). Plaintiffs Juan Huertas, Eva Mistretta, Jeremy Wyant, Mike Poovey, and Darrell Stewart (collectively, "Settlement Class Representatives") and Defendants Aeropres Corporation ("Aeropres"), Aux Sable Liquid Products LP ("Aux Sable"), Bayer HealthCare LLC and Bayer U.S. LLC (collectively, "Bayer"), Beiersdorf Manufacturing, LLC, Beiersdorf, Inc., and Beiersdorf North America, Inc. (collectively, "Beiersdorf"), and BP Energy Company ("BP") have entered into a Class Action Settlement Agreement and Release, dated December 8, 2025 (the "Settlement Agreement").

Having thoroughly reviewed the Settlement Agreement, including the proposed forms of class notice and other exhibits thereto, the Motion, and the papers and arguments in connection therewith, THE COURT HEREBY FINDS, CONCLUDES, AND ORDERS THE FOLLOWING:

1. Capitalized terms not otherwise defined herein have the meanings set forth in the Settlement Agreement.

2. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332(d) and has personal jurisdiction over the Parties and the Settlement Class Members. Venue is proper in this District.

3. The Motion is GRANTED.

4. The Court hereby provisionally certifies, for settlement purposes only, a "Settlement Class," pursuant to Rule 23(b)(3), consisting of

> All persons residing in the United States who purchased Bayer Products beginning no earlier than November 16, 2015. The following individuals are excluded from the Settlement Class: officers and directors of Aeropres, Aux Sable, Bayer, Beiersdorf, and BP, and their parents, subsidiaries, affiliates, and any entity in which they have a controlling interest; any person who never used a Bayer Product but instead only purchased a Bayer Product exclusively for the purpose of reselling the Bayer Product to a consumer; all judges assigned to hear any aspect of the Litigation, as well as their staff and immediate family; and Settlement Class Counsel, their staff members, and their immediate family.

5. The Court hereby preliminarily approves the Settlement Agreement and the terms embodied therein pursuant to Rule 23(e)(1). The Court finds that it will likely be able to approve the Settlement Agreement under Rule 23(e)(2) and to certify the Settlement Class for purposes of judgment on the proposed Settlement. The Court preliminarily finds that the Settlement is fair, reasonable, and adequate as to the Settlement Class Members under the relevant considerations. The Court finds that proposed Settlement Class Representatives and proposed Settlement Class

Counsel have adequately represented, and will continue to adequately represent, the Settlement Class. The Court further finds that the Settlement Agreement is the product of arm's length negotiations by the Parties through an experienced mediator, retired United States Magistrate Judge Diane M. Welsh, and comes after adequate investigation of the facts and legal issues, filing of three complaints in federal district court, and a day-long mediation session. The Court preliminarily finds that the relief provided to the Settlement Class is adequate taking into account, *inter alia*, the costs, risks, and delay of trial and appeal and the proposed method of distributing compensation to the Settlement Class. The Court further finds that the Settlement Agreement treats the Settlement Class Members equitably relative to one another. As set forth more fully in the Settlement Agreement, Settlement Class Members that submit a timely and valid Claim Form will be sent Proof-of-Purchase Payments, or No Proof-of-Purchase Payments, the number of which will be based on the number of Bayer Products the Settlement Class Member purchased (or, in the case of Class Members without Proof of Purchase, of no more than three (3) No Proof-of-Purchase Payments per Household), as provided on the Settlement Class Member's submitted Claim Form and consistent with the terms of the Settlement Agreement. The Court will fully assess any request for any Settlement Class Counsel Attorneys' Fees and Costs Award after receiving a motion from proposed Settlement Class Representatives and Settlement Class Counsel supporting such a request. At this stage, the Court finds that the plan to request such an award creates no reason not to direct notice to the Settlement Class, especially because any motion for any such award must be filed before the deadline to object or opt-out of the Settlement.

6. The Court finds that, for settlement purposes only, the Settlement Class, as defined above, meets the requirements for class certification under Federal Rules of Civil Procedure 23(a) and 23(b)(3). Specifically, the Court finds that (1) the Settlement Class Members are sufficiently

numerous such that joinder is impracticable; (2) there are questions of law and fact common to Settlement Class Members; (3) proposed Settlement Class Representatives' claims are typical of those of the Settlement Class Members; (4) proposed Settlement Class Representatives and Settlement Class Counsel have fairly and adequately represented, and will continue to fairly and adequately represent, the interests of the Settlement Class Members; and (5) for purposes of settlement only, the Settlement Class meets the predominance and superiority requirements of Rule 23(b)(3).

7. Certification of the Settlement Class shall be solely for settlement purposes and without prejudice to the Parties in the event the Settlement is not finally approved by this Court or otherwise does not take effect, and the Parties preserve all rights and defenses regarding class certification in the event the Settlement is not finally approved by this Court or otherwise does not take effect.

8. The Court hereby approves Plaintiffs Juan Huertas, Eva Mistretta, Jeremy Wyant, Mike Poovey, and Darrell Stewart as Settlement Class Representatives to represent the Settlement Class.

9. The Court herby appoints the following lawyers at the following firms as Settlement Class Counsel for the Settlement Class: Steven L. Bloch of Silver Golub & Teitell LLP; Andrew Obergfell and Max S. Roberts of Bursor & Fisher, P.A.; and Innessa Melamed Huot and Timothy J. Peter of Faruqi & Faruqi, LLP.

10. The Court hereby appoints Rust Consulting, Inc. as Settlement Administrator and directs Rust Consulting, Inc. to carry out all duties and responsibilities of the Settlement Administrator as specified in the Settlement Agreement and herein.

Notice Program

11. Pursuant to Rule 23(e)(1) and Rule 23(c)(2)(B), the Court approves the proposed Notice program set forth in Section 4.2 of the Settlement Agreement, including the form and content of the proposed forms of class notice attached as Exhibits 2 and 3 to the Settlement Agreement. The Court finds that the proposed Notice program meets the requirements of due process under the U.S. Constitution and Rule 23; and that such Notice program, which includes the establishment of a Settlement Website, the establishment of a toll-free telephone helpline, online display advertising, advertising on search engines and social media, and publication of notice of the proposed Settlement over a newsline for direct distribution into newsrooms, is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court further finds that the proposed form and content of the Notice are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement Class, the right to object or opt out, and the proposed Settlement and its terms. The Court finds that the Notice clearly and concisely states in plain, easily understood language, *inter alia*: (i) the nature of the Litigation; (ii) the definition of the Settlement Class; (iii) the class claims and issues; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Settlement Class Member must submit a timely claim via a valid Claim Form to be eligible to receive compensation under the Settlement; (vi) the time and manner for submitting a Claim Form; (vii) that the Court will exclude from the Settlement Class any member who timely and validly requests exclusion; (viii) the time and manner for requesting exclusion; and (ix) the binding effect of a class judgment on Settlement Class Members under Rule 23(c)(3). The parties may make non-material changes to the proposed Notice program, including the form and content of the Notice, without seeking further approval of the Court.

12. The Court directs the Settlement Administrator and the Parties to implement the Notice program as set forth in the Settlement Agreement. As soon as practicable and no later than 30 days after entry of this Preliminary Approval Order, the Settlement Administrator shall do the following:

a. Settlement Website: The Settlement Administrator shall establish and maintain a Settlement Website hosted at www.antifungalspraysettlement.com (or another URL agreed-upon by the Parties) that is dedicated to the Settlement. The Settlement Website shall contain the Long Form Notice (in substantially the same form attached as Exhibit 2 to the Settlement Agreement), in both downloadable PDF format and HTML format; a Contact Information page that includes the address for the Settlement Administrator and addresses and telephone numbers for Settlement Class Counsel; the telephone helpline number; the Settlement Agreement; this Order, a downloadable and online version of the Claim Form; and all other material filings by the Parties or the Court regarding the Settlement, including Settlement Class Counsel's application for an Attorneys' Fees and Costs Award, the motion for final approval of the Settlement, and any orders with respect to such applications and motions. The Settlement Website shall remain accessible until at least 180 days after all Proof-of-Purchase Payments and No Proof-of-Purchase Payments to eligible Settlement Class Members have been distributed.

b. Toll-free telephone helpline: The Settlement Administrator shall establish and maintain a toll-free telephone helpline, which shall be posted on the Settlement Website, and to which Settlement Class Members may refer for information about the Litigation and the Settlement Agreement. The toll-free helpline shall remain active until at least 180 days after all Proof-of-Purchase Payments and No Proof-of-Purchase Payments to eligible Settlement Class Members have been distributed.

c. Online Notice: The Settlement Administrator shall cause the Online Notice to be published on internet sites, including search engines and social media, through an appropriate programmatic network.

d. Publication Notice: The Settlement Administrator shall cause the Publication Notice to be distributed over a newsline for direct distribution into newsrooms.

13. Within 30 days after entry of the Preliminary Approval Order, Defendants shall pay the Notice and Settlement Administration Costs Advance to the Settlement Administrator in an amount of $233,000.

14. By no later than 35 days before the Final Approval Hearing, the Settlement Administrator shall file (or provide to Settlement Class Counsel for filing) an affidavit affirming that the Notice program has been implemented in accordance with the Settlement Agreement and this Order (including Class Action Fairness Act notice) and identifying any Settlement Class Members who timely and validly requested exclusion from the Settlement Class.

Opt-Out and Objection Procedures

15. Settlement Class Members may exclude themselves from the Settlement Class by mailing to the Settlement Administrator a written request for exclusion that is postmarked no later than 90 days after the entry of this Preliminary Approval Order (the "Exclusion/Objection Deadline"). To be effective, the request for exclusion must include (a) the Settlement Class Member's full name, telephone number, and mailing address; (b) a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class; (c) the name of the Litigation: "*Huertas et al. v. Aeropres Corp., et al.*, Case No. 2:21-cv-20021"; and (d) the Settlement Class Member's signature, or the like signature or affirmation of an individual authorized to act on the Settlement Class Member's behalf. Upon the Settlement Administrator's

receipt of a timely and valid exclusion request, the Settlement Class Member shall be deemed excluded from the Settlement Class and shall not be entitled to any benefits of this Settlement. A Settlement Class Member may request to be excluded from the Settlement only on the Settlement Class Member's own behalf; a Settlement Class Member may not request that other Settlement Class Members (or a group or subclass of Settlement Class Members) be excluded from the Settlement.

16. Any Settlement Class Member who does not request exclusion from the Settlement Class has the right to object to the proposed Settlement and/or to any motion for Settlement Class Counsel Attorneys' Fees and Costs Award. To be considered valid, an objection must be writing, must be filed with or mailed to the Court, must be postmarked or filed no later than 90 days after entry of this Preliminary Approval Order (the "Exclusion/Objection Deadline"), and must include the following: (a) the name of the Litigation: "*Huertas et al. v. Aeropres Corp., et al.*, Case No. 2:21-cv-20021"; (b) the full name, mailing address, and telephone number of the Settlement Class Member objecting to the Settlement (the "Objector"); (c) the Objector's signature, of the like signature or affirmation of an individual authorized to act on the Objector's behalf; (d) a statement of the specific grounds for the objection; (e) a statement whether the objection applies only to the Objector, to a specific subset of the class, or to the entire class; (f) the name, address, bar number, and telephone number of counsel for the Objector, if represented by an attorney in connection with the objection; and (g) a statement whether the Objector intends to appear at the Final Approval Hearing, either in person or through counsel. If the Objector or his or her attorney intends to present evidence at the Final Approval Hearing, the objection must contain the following information: a detailed description of all evidence the Objector will offer at the Final Approval Hearing, including copies of any and all exhibits that the Objector may introduce at the Final

Approval Hearing. If an objection is not submitted in accordance with this paragraph, this Court may in the exercise of its discretion refuse to consider it. Any Settlement Class Member who does not timely submit an objection in accordance with this paragraph shall waive the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the proposed Settlement or to any motion for Settlement Class Counsel Attorneys' Fees and Costs Award.

17. By no later than 60 days after the entry of this Preliminary Approval Order, Settlement Class Counsel shall file their motion for an Attorneys' Fees and Costs Award. Any such motion shall be posted to the Settlement Website within one business day after its filing.

Final Approval Hearing

18. The Court will hold a Final Approval Hearing on _____, 2026 [*at least 150 days after entry of this Preliminary Approval Order*] at _____ a.m./p.m., in the United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102. The purposes of the Final Approval Hearing will be to: (i) determine whether the proposed Settlement Agreement should be finally approved by the Court as fair, reasonable, adequate, and in the best interests of the Settlement Class; (ii) determine whether judgment should be entered pursuant to the Settlement Agreement, dismissing the claims in the Litigation with prejudice and releasing all Released Claims; (iii) determine whether the Settlement Class should be finally certified; (iv) rule on Settlement Class Counsel's motion for an Attorneys' Fees and Costs Award and Settlement Class Representatives' motion for Service Awards; (v) consider any properly filed objections; and (vi) consider any other matters necessary in connection with the final approval of the Settlement Agreement. If the Court

subsequently determines that the Final Approval Hearing should not occur at an in-person hearing but rather through remote means, the Court will issue a subsequent order.

19. By no later than 30 days before the Final Approval Hearing, Settlement Class Counsel shall file their motion for final approval of the Settlement Agreement.

20. Any oppositions (if any) to the motion seeking the Court's entry of the Final Approval Order shall be filed 14 days before the Final Approval Hearing.

21. Any replies in further support of the motion seeking the Court's entry of the Final Approval Order (if any) shall be filed 7 days before the date of the Final Approval Hearing.

22. The Court may, in its discretion, modify the date, time, and/or location of the Final Approval Hearing. In the event the Court changes the date, time, and/or location of the Final Approval Hearing, the new date and time shall be posted on the Settlement Website.

23. If the Settlement Agreement, including any amendment made in accordance therewith, is not approved by the Court or shall not be become effective for any reason whatsoever, the Settlement Agreement and any actions taken or to be taken in connection therewith (including this Preliminary Approval Order and any judgment entered herein), shall be terminated and shall become null and void and of no further force and effect except for (i) any obligations to pay for any expense incurred in connection with Notice and administration as set forth in the Settlement Agreement, and (ii) any other obligations or provisions that are expressly designated in the Settlement Agreement to survive the termination of the Settlement Agreement.

24. Other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement Agreement, including matters relating to Settlement Class Counsel's motion for an Attorneys' Fees and Costs Award, all proceedings in the Litigation are hereby stayed and suspended until further order of this Court.

25. Pending final determination of whether the Settlement Agreement should be finally approved, Settlement Class Representatives, all Settlement Class Members, and Releasing Parties (and any persons purporting to act on their behalf) are barred and enjoined from filing, commencing, prosecuting, maintaining, or enforcing any Released Claims against the Released Parties, directly or indirectly (including in any action purportedly brought on behalf of the general public of the United States or of a particular state, district, or territory therein), in any judicial, administrative, arbitral, or other forum. This bar and injunction are necessary to protect and effectuate the Settlement Agreement and this Preliminary Approval Order, and this Court's authority to effectuate the Settlement, and is ordered in aid of this Court's jurisdiction.

26. This Preliminary Approval Order, the Settlement Agreement, and all negotiations, statements, agreements, and proceedings relating to the Settlement, and any matters arising in connection with settlement negotiations, proceedings, or agreements, shall not constitute, be described as, construed as, offered, or received against Defendants or the Released Parties as evidence or an admission of: (a) the truth of any fact alleged by any plaintiff in the Litigation; (b) any liability, negligence, fault, or wrongdoing of Defendants or the Released Parties; or (c) that this or any other action may be properly certified as a class action for litigation, non-settlement purposes.

27. The Parties are directed to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement according to its terms should it be finally approved.

28. The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further notice to Settlement Class Members. Without further

order of the Court, the Parties may agree to make non-material modifications in implementing the Settlement that are not inconsistent with this Preliminary Approval Order.

29. The following chart summarizes the dates and deadlines set by this Preliminary Approval Order:

Notice Date	**_____, 2026, which is 30 days after entry of this Preliminary Approval Order**
Last day for Settlement Class Counsel to file motion for Settlement Class Counsel Attorneys' Fees and Costs Award and Settlement Class Representatives to file motion for Service Awards	**_____, 2026, which is 60 days after entry of this Preliminary Approval Order**
Claims Submission Deadline	**_____, 2026, which is 90 days after entry of this Preliminary Approval Order**
Exclusion/Objection Deadline	**_____, 2026, which is 90 days after entry of this Preliminary Approval Order**
Last day for Settlement Class Counsel to file motion for final approval of the Settlement	**_____, 2026, which is 30 days before Final Approval Hearing**
Last day to file oppositions (if any) to the motion for final approval of the Settlement	**_____, 2026, which is 14 days before the Final Approval Hearing**
Last day to file any replies in further support of the motion for final approval of the Settlement and the motions for Settlement Class Counsel Attorneys' Fees and Costs Award and Service Awards	**_____, 2026, which is 7 days before the date of the Final Approval Hearing**
Final Approval Hearing	**_____, 2026, which is at least 150 days after entry of this Preliminary Approval Order**

IT IS SO ORDERED.

DATED: _____.

_____
Honorable Stanley R. Chesler
United States District Judge

Exhibit 2

UNITED STATES DISTRICT COURT, DISTRICT OF NEW JERSEY

If you purchased a product covered by Bayer's October 2021 recall (which includes products purchased from September 2018 to October 2021),

You Could Get a Cash Payment From a Settlement.

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

READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

- There is a proposed settlement ("Proposed Settlement") in a class action lawsuit that claims Defendants Aeropres Corporation ("**Aeropres**"), Aux Sable Liquid Products LP ("**Aux Sable**"), Bayer HealthCare LLC and Bayer U.S. LLC (collectively, "**Bayer**"), Beiersdorf Inc., Beiersdorf North America, Inc., and Beiersdorf Manufacturing LLC (collectively, "**Beiersdorf**"), and BP Energy Company ("**BP**"), violated state laws regarding the manufacturing, labeling, sale and marketing of certain Bayer Products (*see* Question 2, below). Defendants deny they did anything wrong and deny all of the claims made in this lawsuit. The Court did not rule in favor of either party. Instead, the Parties agreed to a Proposed Settlement in order to avoid the expense and risks of continuing the lawsuit. For instructions on how to obtain the Proposed Settlement Agreement, please see www.antifungalspraysettlement.com.

- Anyone in the United States who purchased a Bayer Product beginning no earlier than November 16, 2015 is affected by the Proposed Settlement. A "Bayer Product" includes a Lotrimin and Tinactin spray product used to treat athlete's foot, ringworm, and other fungal infections that were subject to Bayer's October 2021 recall (specifically, all Lotrimin® and Tinactin® spray products with lot numbers beginning with TN, CV, or NAA, distributed between September 2018 and September 2021).

- Eligible purchasers of a Bayer Product during the time period set forth above – which include those that purchased Lotrimin® Anti-Fungal (AF) Athlete's Foot Powder Spray, Lotrimin® Anti-Fungal Jock Itch (AFJI) Athlete's Foot Powder Spray, Lotrimin® Anti-Fungal (AF) Athlete's Foot Deodorant Powder Spray, Lotrimin® AF Athlete's Foot Liquid Spray, Lotrimin® AF Athlete's Foot Daily Prevention Deodorant Powder Spray, Tinactin® Jock Itch (JI) Powder Spray, Tinactin® Athlete's Foot Deodorant Powder Spray, or Tinactin® Athlete's Foot Powder Spray – may be entitled to a Proof-of-Purchase Payment equal to the eligible Bayer Product's purchase price as reflected in the Proof of Purchase and excluding taxes or, in the absence of Proof-of-Purchase, payment of $7 each for up to 3 Bayer Product unit(s) purchased within the Settlement Class Period (with a maximum of three No Proof-of-Purchase payments per household). You may only elect to submit a proof of purchase claim or a no proof of purchase claim. You may not submit both. The amount of these payments is subject to *pro rata* increase, or decrease based on the number of claims received. Payments may also be reduced if you or a member of your household already received compensation through Bayer's Recall Program for the Bayer Products.
- The Proposed Settlement will provide: (1) cash payments to eligible Settlement Class Members who make claims, (2) the costs of notice and administration, (3) an incentive award to the Settlement Class Representatives, if approved by the Court, and (4) attorneys' fees and expenses to Settlement Class Counsel if approved by the Court.
- Your legal rights are affected whether you act or not. **Read this Notice carefully because it explains decisions you must make and actions you must take now.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT	
DO NOTHING	Get no cash payment. Give up your rights to sue Defendants regarding any of the claims at issue in this case.
SUBMIT A CLAIM FORM	Receive a cash payment if a valid claim form is submitted by **[CLAIMS SUBMISSION DEADLINE]** (*see* Question 12).
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	Receive no cash payment but keep the right to participate in another lawsuit against Defendants about the claims and products at issue in this case. You must send in a written request to be excluded by **[EXCLUSION DEADLINE]** in order to be excluded (*see* Question 15).
OBJECT TO THE PROPOSED SETTLEMENT	You can write to the Court by **[OBJECTION DEADLINE]** to explain why you think the Proposed Settlement is not fair or reasonable or that it is otherwise improper (*see* Question 18).
GO TO A HEARING	If you file a written objection, you can ask by **[OBJECTION DEADLINE]** to speak before the Court about the fairness of the Proposed Settlement (*see* Question 24). Even if you do not wish to object, you can still appear at the hearing by filing a Notice of Appearance by **[APPEARANCE DEADLINE].**

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The deadlines may be moved, cancelled or otherwise modified. Consult the Settlement Website at www.antifungalspraysettlement.com regularly for updates and further details.
- The Court in charge of this case still has to decide whether to finally approve the Proposed Settlement. If the Proposed Settlement is approved by the Court, processing claims will take several months. Please be patient. If you do not exclude yourself, the Proposed Settlement (if approved) will release certain claims and will affect your right to start or continue any other lawsuit or proceeding involving the Products. The release is set forth in the Proposed Settlement Agreement, available at www.antifungalspraysettlement.com. It has been reprinted in full below (*see* Question 10).

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BASIC INFORMATION

1. Why was this Notice issued?

The Court ordered that this Notice be given because all persons residing in the United States who purchased a Bayer Product (*see* Question 6) beginning no earlier than November 16, 2015 have the right to know about the Proposed Settlement of a class action lawsuit, and about their rights and options, before the Court decides whether to finally approve the Proposed Settlement. You can follow the progress of the Proposed Settlement on the Settlement Website.

This Notice explains: (1) this lawsuit, (2) the Proposed Settlement, (3) your legal rights, (4) what Benefits are available, (5) who is eligible for what Benefits under the Proposed Settlement, (6) how to get a Benefit, and (7) other important information.

Information about the Proposed Settlement is summarized below. The Settlement Agreement, available on the Settlement Website (www.antifungalspraysettlement.com), gives greater detail on the rights and duties of the Parties and Settlement Class Members.

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

2. What is this lawsuit about?

The individuals who sued are called the "Plaintiffs." Aeropres Corporation ("**Aeropres**"), Aux Sable Liquid Products LP ("**Aux Sable**"), Bayer HealthCare LLC and Bayer U.S. LLC (collectively, "**Bayer**"), Beiersdorf Inc., Beiersdorf North America, Inc., and Beiersdorf Manufacturing LLC (collectively, "**Beiersdorf**"), and BP Energy Company ("**BP**") are the "Defendants." Together they are the "Parties." This lawsuit concerns claims that Defendants violated certain state laws and consumer protection statutes in connection with the sale, advertising, marketing, labeling, distribution, and manufacturing of the Bayer Products. The lawsuit alleged that the sale, labeling and marketing of the Bayer Products were improper because certain Bayer Products sold in the United States were contaminated with benzene. Defendants deny all of these claims.

The Court in charge of this lawsuit is the United States District Court for the District of New Jersey. The case is known as *Huertas et al. v. Aeropres Corp., et al.*, Case No, 2:21-cv-20021.

Information about the Proposed Settlement is summarized in this Notice. More detail is provided in the Settlement Agreement and other documents, all available at www.antifungalspraysettlement.com.

3. What is a class action?

In a class action, one or more people called "named plaintiffs" or "class representatives" sue on behalf of themselves and other people whom they believe to have similar claims. Together, all of these people are referred to as the "Class." A court resolves the claims of the entire Class in a class action, except for those who exclude themselves from the Class (*see* Question 15). To determine whether you are a member of the Class covered by the Proposed Settlement (the "Settlement Class"), *see* Question 5.

4. Why is there a Proposed Settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides have agreed to the Proposed Settlement. By agreeing to the Proposed Settlement, and if the Proposed Settlement is approved by the Court, they avoid the costs and uncertainty of a trial, and Settlement Class Members receive the benefits described in this Notice. The Proposed Settlement does not mean that any law was broken or that Defendants did anything wrong, or that the Plaintiffs and the Settlement Class would or would not win their case if it were to go to trial. The Parties believe that the Proposed Settlement is fair, reasonable, and adequate and will provide a substantial benefit to the Settlement Class.

WHO IS PART OF THE PROPOSED SETTLEMENT?

5. Am I part of the Settlement Class?

You are a member of the Settlement Class ("Settlement Class Member") if:

- You are in the United States; and
- You purchased one or more of the Bayer Products described in Question 6 in the United States beginning no earlier than November 16, 2015.

You are NOT a member of the Settlement Class if:

- You are an officer or director of Defendants, their parents, subsidiaries, affiliated companies, or any entity in which they have a controlling interest;
- You never used a Bayer Product but instead only purchased the Bayer Product(s) exclusively for the purpose of reselling the Bayer Product(s) to a consumer;
- You are a judge (or a staff member or immediate family of a judge) assigned to hear any aspect of the litigation;
- You are Settlement Class Counsel, or a member of their staff or immediate family; or
- You timely and properly exclude yourself from the Settlement Class (*see* Question 15).

6. Which Products are included in the Proposed Settlement?

Anyone in the United States who purchased a Bayer Product beginning no earlier than November 16, 2015 is affected by the Proposed Settlement. The eligible products ("Bayer Products") are the Lotrimin and Tinactin spray products listed below used to treat athlete's foot, ringworm, and other fungal infections that were subject to Bayer's October 2021 recall (specifically, all Lotrimin and Tinactin spray products with lot numbers beginning with TN, CV, or NAA, distributed between September 2018 and September 2021):

- Lotrimin® Anti-Fungal (AF) Athlete's Foot Powder Spray
- Lotrimin® Anti-Fungal Jock Itch (AFJI) Athlete's Foot Powder Spray
- Lotrimin® Anti-Fungal (AF) Athlete's Foot Deodorant Powder Spray
- Lotrimin® AF Athlete's Foot Liquid Spray
- Lotrimin® AF Athlete's Foot Daily Prevention Deodorant Powder Spray
- Tinactin® Jock Itch (JI) Powder Spray
- Tinactin® Athlete's Foot Deodorant Powder Spray
- Tinactin® Athlete's Foot Powder Spray
- Tinactin® Athlete's Foot Liquid Spray

7. What if I'm not sure if the Proposed Settlement includes me?

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Proposed Settlement, visit the Settlement Website, www.antifungalspraysettlement.com, or call the toll-free number, [NUMBER]. You may also send questions to the Settlement Administrator via email at info@antifungalspraysettlement.com or via U.S. Mail at Rust Consulting, PO Box #####, -####.

THE PROPOSED SETTLEMENT BENEFITS – WHAT YOU CAN GET

8. What does the Proposed Settlement provide?

If the Proposed Settlement is approved and becomes final, it will provide benefits ("Benefits") to Settlement Class Members. Defendants will (i) provide cash payments to those eligible Settlement Class Members who purchased eligible Bayer Products and file a valid claim by submitting a claim form (*see* Question 12), (ii) pay for the costs associated with

this Notice and administration of the Proposed Settlement, (iii) pay attorneys' fees and expenses for Settlement Class Counsel if awarded by the Court (*see* Question 21), and (iv) pay an incentive award to the Settlement Class Representatives if awarded by the Court (*see* Question 21).

9. What can I get from the Proposed Settlement?

If you purchased any of the Bayer Products listed in response to Question 6 and you submit a timely and valid claim form, you will receive a Cash Payment as follows:

Proof-of-Purchase Payment. Settlement Class Members who submit a timely and valid Claim Form and provide a timely and valid Proof of Purchase showing their actual purchase(s) during the Class Period of one or more Bayer Products will receive a Proof-of-Purchase Payment in the amount of purchase price excluding sales tax for each Proof of Purchase reflected on the Proof of Purchase documents submitted as subject to the exceptions noted below.

No Proof-of-Purchase Payment. Settlement Class Members who do not provide a valid and timely Proof of Purchase showing their actual purchase(s) during the Class Period of one of more Bayer Products, but who submit a timely and valid Claim Form attesting under penalty of perjury that they purchased during the Class Period one or more Bayer Products, will received $7 per Bayer Product claimed on the Claim Form as subject to the exceptions noted below. The total number of No Proof-of-Purchase Payments claimed may not exceed three total units per household.

You may only elect to submit a Proof-of-Purchase claim or a No Proof-of-Purchase claim. You may not submit both.

Pro-Rata Distribution for Insufficient or Excess Settlement Funds. The Settlement Administrator will calculate the total of Proof-of-Purchase Payments and No Proof-of-Purchase Payments payable to Settlement Class Members. If the Net Settlement Fund is insufficient to cover all Proof-of-Purchase Payments and No Proof-of-Purchase Payments payable to Settlement Class Members, the Settlement Administrator will distribute the Net Settlement Fund by reducing the payments to Settlement Class Members on a *pro rata* basis. If the Net Settlement Fund contains excess funds after the calculation is performed, then the Net Settlement Fund shall be distributed on a *pro rata* basis to increase the payments to which Settlement Class Members would otherwise be entitled.

Offset for Participation in the Recall Program. If you or a member of your household submitted a claim as part of Bayer's Recall Program, and that claim was approved, then any monetary payment you may receive through this Settlement will be reduced by the amount you received through the Recall Program (provided that the payment shall not be reduced below $0.00). If, however, you or a member of your household already received three payments under Bayer's Recall Program, and attest on a Claim Form under penalty of perjury that you purchased additional Bayer Products during the Class Period, you may be eligible for one No-Proof-of-Purchase Payment.

10. What am I giving up if I stay in the Settlement Class?

Unless you affirmatively exclude yourself from the Proposed Settlement in writing, you can't sue Defendants or be part of any other lawsuit against Defendants or other "Released Parties" about the issues in this case. Unless you exclude yourself, all of the decisions by the Court will be binding on you. The Settlement Agreement is available at www.antifungalspraysettlement.com and describes in detail the claims that you give up if you remain in the Settlement Class.

If you do not affirmatively request exclusion from (*i.e.*, "opt out" of) the Settlement Class and otherwise satisfy the requirements in Question 5, you become a Settlement Class Member and you will automatically release Defendants and other Released Parties from any claims set forth below and will give up your rights to pursue or continue any action against Defendants and other Released Parties relating to the Bayer Products and the claims at issue in this lawsuit. This is true even if you learn facts that are other or different from what is known now about the Bayer Products at issue. **The definition of "Released Claims" from the Proposed Settlement Agreement is copied below. Please read it carefully.**

As used herein, the term **"Released Claims"** means any and all Claims (including but not limited to any and all Claims in the Litigation or otherwise asserted in any case ever) that any Settlement Class Representative or any Settlement Class Member ever had, now has, or may have in the future, whether asserted by such Settlement Class Representative or

Settlement Class Member, or asserted on their behalf by a third party (including Claims brought on behalf of the general public of the United States or of a particular state, district, or territory therein), arising out of or in any way relating to conduct occurring on or before the date of entry of the Preliminary Approval Order, relating to (a) the purchase or use of any of the Bayer Products, including all of the products identified in any Complaint in this Litigation; (b) any of the alleged violations of the Federal Food, Drug, and Cosmetics Act, FDA regulations, or FDA guidelines cited in any Complaint in this Litigation; (c) any of the marketing representations about the Bayer Products identified in any Complaint in this Litigation, including but not limited to the failure to disclose the presence of benzene in any Bayer Products; (d) any claims for any acts or omissions that were raised or could have been raised within the scope of the facts asserted in any Complaint in this Litigation; or (e) any event, matter, dispute, or thing that in whole or in part, directly or indirectly, relates to or arises out of said events specified in (a), (b), (c), or (d) of this paragraph. For the avoidance of doubt, the Released Claims do not include Claims for personal injury.

Settlement Class Members who have opted out of the Settlement are not releasing their claims and will not obtain any Benefit from the Settlement.

11. When will I get my Payment, if any?

Eligible Settlement Class Members who submit claims that are determined to be valid by the Settlement Administrator will receive their Payments only after the Court grants final approval to the Proposed Settlement and after any appeals (*i.e.*, legal challenges to the Proposed Settlement) are resolved (*see* "The Court's Final Approval Hearing" and Questions 22-24 below). If there are appeals, resolving them can take time. Please be patient.

HOW TO RECEIVE A BENEFIT

12. How can I get a Payment?

If you are a member of the Settlement Class and want to receive a Payment under the Proposed Settlement, you must submit a claim form. You may obtain and print a claim form and other relevant documents by visiting www.antifungalspraysettlement.com. Please read the instructions carefully and fill out the claim form completely and accurately. Claim forms can be submitted electronically or by mail.

Your claim form must be submitted electronically at www.antifungalspraysettlement.com no later than 11:59 p.m. Hawaii-Aleutian Standard Time on **[CLAIMS SUBMISSION DEADLINE]** or by mail postmarked no later than **[CLAIMS SUBMISSION DEADLINE]** and addressed to:

Antifungal Spray Settlement Administrator
c/o Rust Consulting
PO Box #####-####

13. What is the claim process?

The Settlement Administrator will review each claim form. If a claim is deemed to be valid, you will receive payment for that claim in accordance with the terms of the Proposed Settlement. All Claim Forms that the Settlement Administrator deems invalid or untimely shall be identified and presented to the Parties, who shall meet and confer over the validity and timeliness of any Claim Form. If the Parties cannot agree whether a Claim Form is valid and timely, then the Settlement Administrator shall determine whether a Claim Form is valid and timely. Any challenge to the Settlement Administrator's determination that a Claim Form is invalid or untimely must be presented to the Court in time for such challenge to be resolved at the Final Approval Hearing; otherwise, the Claim Form shall be deemed invalid.

The Court will hold a Final Approval Hearing on **[DATE]** at **[TIME]** to decide whether or not to approve the Proposed Settlement. The Court must finally approve the Proposed Settlement before any payments can be made. The Court will grant approval only if it finds that the Proposed Settlement is fair, adequate, and reasonable. (*See* Questions 22-24 for more information on the Final Approval Hearing.)

In addition, the Court's order approving the Proposed Settlement may be subject to further legal challenges, or appeals. It is always uncertain whether these appeals can be resolved in favor of the Proposed Settlement, and resolving them takes time. Finally, there remains a possibility that this Proposed Settlement may be terminated for other reasons.

Everyone who submits a claim form can be informed of the progress of the Proposed Settlement by contacting the Settlement Administrator, Settlement Class Counsel, or by visiting www.antifungalspraysettlement.com. Please be patient. The Settlement Administrator will begin to process approved claims no later than ninety (90) days after the Proposed Settlement is approved by the Court and becomes final.

14. What if I do nothing?

If you fall within the definition set forth in the response to Question 5 and you do nothing, you will still be bound by the Court's decisions and the Proposed Settlement's "Release and Waiver of Claims" (*see* Question 10). You will give up (or "release") all claims that have been made and all related claims that could have been made in this lawsuit (this means that you are agreeing to fully, finally and forever release, relinquish, and discharge all Released Claims against the Released Parties, as set forth above in response to Question 10). To receive a cash payment, you must complete and submit a claim form on or before **[CLAIMS SUBMISSION DEADLINE]** (*see* Question 12).

Unless you affirmatively exclude yourself from (*i.e.*, "opt out" of) the Settlement Class, if the Proposed Settlement is approved, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the claims asserted in this lawsuit ever again, regardless of whether you submit a claim form.

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 20 for free to discuss, or you can talk to another lawyer of your own choosing if you have questions about what this means.

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

15. How can I opt out of the Proposed Settlement?

If you don't want to be bound by the Proposed Settlement, and you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself (*i.e.*, "opting out") of the Settlement Class.

To exclude yourself from the Settlement Class, you must send by U.S. mail a letter or other written request to the Settlement Administrator. You may not opt out electronically. Your request must include all of the following:

1. Your full name, phone number, and current address;
2. A clear statement that you wish to be excluded from the Settlement Class;
3. The case name and case number (*Huertas et al. v. Aeropres Corp., et al.*, Case No. 2:21-cv-20021); and
4. Your signature.

Please write "**EXCLUSION REQUEST**" on the lower left-hand corner of the front of the envelope.

Your exclusion request must be postmarked no later than **[EXCLUSION DEADLINE].** Send your request to:

Antifungal Spray Settlement Administrator
c/o Rust Consulting
PO Box #####-####

16. If I exclude myself, can I still get a Payment?

No. You will not get a Payment if you exclude yourself from the Proposed Settlement. If you request exclusion from the Settlement Class, then:

- You will not be eligible for a Payment under the Proposed Settlement;
- You will not be allowed to object to or contest the terms of the Proposed Settlement;
- You will not release any claims against Defendants or other Released Parties; and
- You will not be bound by any subsequent rulings entered in this case if the Proposed Settlement is finally approved.

However, if your request for exclusion is late or not complete, you will still be a part of the Settlement Class, you will be bound by the Proposed Settlement and by all other orders and judgments in this lawsuit, and you will not be able to participate in any other lawsuits based on the claims in this case.

17. If I don't exclude myself, can I sue Defendants for the same thing later?

No. If the Court approves the Proposed Settlement and you do not exclude yourself from the Settlement Class, you give up (or "release") all claims that have been made and all related claims that could have been made in this lawsuit (this means that you are agreeing to fully, finally, and forever release, relinquish, and discharge all Released Claims against the Released Parties, as set forth above in response to Question 10).

OBJECTING TO THE PROPOSED SETTLEMENT

18. How can I tell the Court if I do not like the Proposed Settlement?

Settlement Class Members have the right to tell the Court that they do not agree with, or "object to," the Proposed Settlement or any or all of its terms.

You can only object if you stay in the Settlement Class (i.e., if you do not "opt out" or exclude yourself).

To object, you must **file** a timely, written objection with the Court in accordance with the Court's procedures for accepting filings, including electronically, and send (or "serve") the written objection by U.S. mail to the Court postmarked no later than **[OBJECTION DEADLINE]**. Settlement Class Members who fail to file and serve timely written objections as described here and in the Proposed Settlement shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Proposed Settlement.

Your written objection must include:

(1) the case name and case number (*Huertas et al. v. Aeropres Corp., et al.*, Case No. 2:21-cv-20021);
(2) the full name, mailing address, and telephone number of the Settlement Class Member objecting to the proposed Settlement (the "**Objector**");
(3) the Objector's signature, or the like signature or affirmation of an individual authorized to act on the Objector's behalf;
(4) a written statement of your objection(s) to the Proposed Settlement and the reasons for each objection,
(5) a statement of whether the objection applies only to the Objector, to a specific subset of the Settlement Class, or to the entire Settlement Class;
(6) the name, address, bar number, and telephone number of counsel for the Objector, if represented by an attorney in connection with the objection; and
(7) a statement of whether the Objector intends to appear at the Final Approval Hearing, either in person or through counsel.

If you choose to object, in order to be considered by the Court, your written objection(s) **must be mailed or filed with the Court no later than [OBJECTION DEADLINE]**.

Objections must be served:

Upon the Court at:

Clerk
U.S. District Court
Martin Luther King Building
50 Walnut Street
Newark, NJ 07102

If you file an objection, but the Court approves the Proposed Settlement, you can still complete a claim form to be eligible for a cash payment under the Settlement, subject to the terms and conditions discussed in this Notice and in the Settlement Agreement, including the requirement that such claims be submitted before [CLAIM SUBMISSION DEADLINE].

19. What is the difference between objecting and asking to be excluded?

Objecting is simply a way of telling the Court that you don't like something about the Proposed Settlement. You can only object if you stay in the Settlement Class. You will also be bound by any subsequent rulings in this case and you will not be able to file or participate in any other lawsuit based upon or relating to the Released Claims. If you object to the Proposed Settlement, you still remain a Settlement Class Member and you will still be eligible to submit a claim form. Excluding yourself (*i.e.*, opting out) is telling the Court that you don't want to be a part of the Settlement Class. If you exclude yourself, you have no basis to object to the Proposed Settlement or appear at the Final Approval Hearing because it no longer affects you.

THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

20. Do I have a lawyer in this case?

The Court has appointed attorneys at the law firms of Silver Golub & Teitell LLP, Bursor & Fisher, P.A., and Faruqi & Faruqi, LLP, to represent you and the other Settlement Class Members in this lawsuit. The lawyers representing you and the Settlement Class Members are called "Settlement Class Counsel." You will not be charged for these lawyers.

You may contact Settlement Class Counsel as follows:

Steven L. Bloch
SILVER GOLUB & TEITELL LLP
One Landmark Square, 15th Floor
Stamford, CT 06901
E-mail: sbloch@sgtlaw.com

Max S. Roberts
BURSOR & FISHER, P.A.
1330 Avenue of the Americas, 32nd Floor
New York, NY 10019
E-mail: mroberts@bursor.com

Timothy J. Peter
FARUQI & FARUQI, LLP
1617 John F. Kennedy Boulevard, Suite 1550
Philadelphia, PA 19103
E-mail: tpeter@faruqilaw.com

You have the right to retain your own lawyer to represent you in this case, but you are not obligated to do so. If you do hire your own lawyer, you will have to pay his or her fees and expenses. You also have the right to represent yourself before the Court without a lawyer.

Settlement Class Counsel, Defense Counsel, or the Settlement Administrator may not advise you on the tax consequences of participating or not participating in the Proposed Settlement.

21. How will the lawyers be paid?

Settlement Class Counsel have not been paid anything to date for their work on this case. Settlement Class Counsel will request Attorneys' Fees of no more than 1/3 of the $4.85 million Settlement Fund ($1,616,666) and Expenses of no more than $100,000. The Court has to approve any Attorneys' Fees and Expenses awarded in this case.

Settlement Class Counsel will also ask the Court to approve Incentive Awards of $2,000 each (no more than $10,000 in total) for the named Plaintiffs (Juan Huertas, Eva Mistretta, Mike Poovey, Darrell Stewart, and Jeremy Wyant) for their work on behalf of the Settlement Class. Any such payment to these individuals also must be approved by the Court.

Settlement Class Counsel's motion(s) for Attorneys' Fees and Costs and Service Awards to the named Plaintiffs will be filed on or before **[DATE]**. The motion(s) will be posted on the Settlement Website at www.antifungalspraysettlement.com.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a final hearing (called a Final Approval Hearing) to decide whether to finally approve the Proposed Settlement. You may attend and ask to speak, but you don't have to.

22. When and where will the Court decide whether to approve the Proposed Settlement?

On **[DATE]**, at [**TIME**], the Court will hold a Final Approval Hearing at the United States District Court for the District of New Jersey, before the Honorable Stanley R. Chesler, in Courtroom PO No. 2, Senator Frank R. Lautenberg Building, 2 Federal Square, Newark, NJ 07101.

The hearing may be moved to a different date or time, so it is a good idea to check the Settlement Website (www.antifungalspraysettlement.com) for updates. At the Final Approval Hearing, the Court will consider whether the Proposed Settlement is fair, reasonable, and adequate. The Court will also decide whether to award Attorneys' Fees and Expenses, as well as Incentive Awards to the named Plaintiffs. If there are objections, the Court will consider them at that time. After the Final Approval Hearing, the Court will decide whether to approve the Proposed Settlement. We do not know how long these decisions will take.

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

No. Settlement Class Counsel will answer any questions the Court may have at the Final Approval Hearing. But you are welcome to come at your own expense. Please note that the Court has the right to change the date and/or time of the Final Approval Hearing, so it is a good idea to check the Settlement Website (www.antifungalspraysettlement.com) for updates. If you are planning to attend the Final Approval Hearing, you should confirm the date, time, and format on the Settlement Website.

24. May I speak at the Final Approval Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. You must include with your objection a statement of whether you wish to speak, or you may file a document called a "Notice of Intention to Appear" with the Court. Your Notice of Intention to Appear at the Final Approval Hearing must be filed and received by the Court, and mailed and/or emailed to the Settlement Administrator, Defense Counsel, and Settlement Class Counsel no later than **[OBJECTION DEADLINE]**. Settlement Class Members wishing to appear without objecting may file a Notice of Intention to Appear no later than **[APPEARANCE DEADLINE].**

GETTING MORE INFORMATION

25. How can I get more information?

This Notice summarizes the Proposed Settlement. More details are in the Settlement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Website at www.antifungalspraysettlement.com. You also may write with questions to the Settlement Administrator at: Antifungal Spray Settlement Administrator, c/o Rust Consulting, PO Box #####, -####, call the toll-free number, [NUMBER], or email questions to info@antifungalspraysettlement.com.

PLEASE DO NOT CALL THE COURT.

Dated: [NOTICE DATE], 2025

Exhibit 3

Legal Notice

If you purchased a product covered by Bayer's October 2021 recall (which includes products purchased from September 2018 to October 2021), You Could Get a Cash Payment From a Settlement.

There is a Proposed Settlement in a class action lawsuit against Aeropres Corporation ("**Aeropres**"), Aux Sable Liquid Products LP ("**Aux Sable**"), Bayer HealthCare LLC and Bayer U.S. LLC (collectively, "**Bayer**"), Beiersdorf Inc., Beiersdorf North America, Inc., and Beiersdorf Manufacturing LLC (collectively, "**Beiersdorf**"), and BP Energy Company ("**BP**") ("Defendants") regarding certain Lotrimin® and Tinactin® aerosol spray products subject to Bayer's October 2021 recall. Defendants deny all of the claims made in this lawsuit.

WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?

Anyone in the United States who purchased a Bayer Product beginning no earlier than November 16, 2015. The eligible products ("Bayer Products") are the Lotrimin and Tinactin spray products listed below used to treat athlete's foot, ringworm, and other fungal infections that were subject to Bayer's October 2021 recall (specifically, all Lotrimin and Tinactin spray products with lot numbers beginning with TN, CV, or NAA, distributed between September 2018 and September 2021):

- Lotrimin® Anti-Fungal (AF) Athlete's Foot Powder Spray
- Lotrimin® Anti-Fungal Jock Itch (AFJI) Athlete's Foot Powder Spray
- Lotrimin® Anti-Fungal (AF) Athlete's Foot Deodorant Powder Spray
- Lotrimin® AF Athlete's Foot Liquid Spray
- Lotrimin® AF Athlete's Foot Daily Prevention Deodorant Powder Spray
- Tinactin® Jock Itch (JI) Powder Spray
- Tinactin® Athlete's Foot Deodorant Powder Spray
- Tinactin® Athlete's Foot Powder Spray
- Tinactin® Athlete's Foot Liquid Spray

WHAT DOES THIS PROPOSED SETTLEMENT PROVIDE?

The Proposed Settlement will provide cash payments to eligible Class Members who purchased the Bayer Products listed above, as well as pay for costs associated with the notice and administration of the Proposed Settlement, Attorneys' Fees and Costs to the attorneys for the Settlement Class, and an Incentive Award to the Settlement Class Representatives.

HOW CAN I GET A CASH PAYMENT?

If you bought one or more of the included Bayer Products listed above, you may submit a Claim Form online at www.antifungalspraysettlement.com or by mail postmarked by **[CLAIMS SUBMISSION DEADLINE**]. If you have proof of purchase, you may receive the amount of the purchase price for all eligible products subject to pro rata increase or decrease based on the number of claims received. If you do not have proof of purchase, you may submit a claim for up to three products per household. For each eligible product claimed without proof of purchase, you may receive $7.00 subject to *pro rata* increase or decrease based on the number of claims received. You may only elect to submit a claim with proof of purchase or without proof of purchase. You may not submit both.

WHAT ARE YOUR OPTIONS?

Even if you do nothing, you will be bound by the Court's decisions. If you want to keep your right to sue the Defendants yourself, you must exclude yourself from the Settlement Class by **Month XX, 2026**. If you stay in the Settlement Class but do not agree with the terms, you may object to it by **Month XX, 2026**.

The Court will hold a hearing on **Month XX, 2026** to consider whether to approve the Proposed Settlement, a request for Attorneys' Fees and Costs up to $1,716,666, and Incentive Award payments of $2,000 for each named Plaintiff (no more than $10,000 in total). You may appear at the hearing, but you are not required to appear.

For more information or to file a Claim:

www.antifungalspraysettlement.com 1-XXX-XXX-XXXX

Exhibit 4

ANTIFUNGAL SPRAY SETTLEMENT
ADMINISTRATOR
C/O RUST CONSULTING INC - ####
PO BOX ####
FARIBAULT MN 55021-####

FOR OFFICIAL USE ONLY

01

IMPORTANT LEGAL MATERIALS

BARCODE39 - UAA - <<SequenceNo>>

<<Name1>>
<<Name2>>
<<Name3>>
<<Name4>>
<<Address1>>
<<Address2>>
<<Address3>>
<<City>> <<State>> <<Zip10>>
<<CountryName>>

This Claim Form Must be Postmarked or Submitted on the Website No Later than DUE DATE

Lotrimin® & Tinactin® Spray Products Settlement Claim Form

As detailed in the Notice, this settlement applies to anyone in the United States who purchased a Bayer Product beginning no earlier than November 16, 2015. A "Bayer Product" is a Lotrimin and Tinactin spray products listed below used to treat athlete's foot, ringworm, and other fungal infections that were subject to Bayer's October 2021 recall (specifically, all Lotrimin and Tinactin spray products with lot numbers beginning with TN, CV, or NAA, distributed between September 2018 and September 2021):

- Lotrimin® Anti-Fungal (AF) Athlete's Foot Powder Spray
- Lotrimin® Anti-Fungal Jock Itch (AFJI) Athlete's Foot Powder Spray
- Lotrimin® Anti-Fungal (AF) Athlete's Foot Deodorant Powder Spray
- Lotrimin® AF Athlete's Foot Liquid Spray
- Lotrimin® AF Athlete's Foot Daily Prevention Deodorant Powder Spray
- Tinactin® Jock Itch (JI) Powder Spray
- Tinactin® Athlete's Foot Deodorant Powder Spray
- Tinactin® Athlete's Foot Powder Spray
- Tinactin® Athlete's Foot Liquid Spray

INSTRUCTIONS

If you purchased one of more of these products you may file a Claim. You have the option to file a Proof-of-Purchase Claim, meaning you have proof of your purchase of an applicable Bayer Product which must be submitted with your Claim Form, or a No-Proof-of-Purchase Claim.

- Only one Claim Form may be submitted per Household.
- If you participated in Bayer's Recall Program, the number of Proof-of-Purchase Payments or No Proof-of-Purchase Payments you are entitled to receive under this Settlement will be reduced by the number of payments that you or any member of your household has received through the Recall Program (provided that the payment shall not be reduced below $0.00). You may not re-use any Proof-of-Purchase that you submitted as part of Bayer's Recall Program. If you or any member of your household received three payments under the Recall Program and attests on this Claim Form under penalty of perjury that you purchased additional Bayer Products

during the Class Period for which you have not already received payment under the Recall Program, your claim, if eligible, will be limited to one No Proof-of-Purchase payment.

- Your completed Claim Form must be submitted postmarked by DUE DATE, if by mail, or online at antifungalspraysettlement.com by 11:59 p.m. PT on DUE DATE. Please read the full Notice of this Settlement carefully before filling out this Claim Form.
- Visit antifungalspraysettlement.com and submit your Claim online; OR mail your form to the address above.

A. CLASS MEMBER INFORMATION

Name: _____ Email Address: _____

Street Address: _____

City/State/ZIP Code: _____

Preferred Payment Method (select one):	☐ PayPal	Email or mobile phone for PayPal account: _____
	☐ Venmo	Email or mobile phone for Venmo account: _____
	☐ Zelle	Email or mobile phone for Zelle account: _____

B. PROOF OF PURCHASE CLAIM

To make a Proof-of-Purchase Claim, you must provide a receipt clearly reflecting 1) the purchase date, 2) the specific Bayer product purchased, and 3) the price of the product. The purchase date must reflect that you purchased a product covered by Bayer's October 2021 recall (which includes products purchased from September 2018 to October 2021). A barcode or photograph of the product is not sufficient proof of purchase. If you are able to provide proof of purchase, please complete the following information. You are prohibited from providing documentation submitted with any claim you made as a participant in the Recall Program.

Product Purchased:_____ Quantity Purchased: _____

Purchase Date: _____ Proof of Purchase Attached: ☐Yes ☐No

Product Purchased:_____ Quantity Purchased: _____

Purchase Date: _____ Proof of Purchase Attached: ☐Yes ☐No

C. NO PROOF OF PURCHASE CLAIM

The maximum number of purchases you and any member of your household can claim without Proof of Purchase is three, and if you received payment from the Recall Program, the maximum you can claim is one purchase, as described above. Please complete the following for your purchases:

Product Purchased:_____ Quantity Purchased: ____ Purchase Date: _____

Product Purchased:_____ Quantity Purchased: ____ Purchase Date: _____

Product Purchased:_____ Quantity Purchased: ____ Purchase Date: _____

D. CERTIFICATION AND SIGNATURE

By signing below, you are certifying under penalty of perjury the information within this Claim Form is true and correct, only one claim is being submitted for your Household, and you did not include the Products included in this Claim Form in any prior Recall Program claim.

Signature: _____ Date: _____

Exhibit 5

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

JUAN HUERTAS, EVA MISTRETTA, JEREMY WYANT, MIKE POOVEY, AND DARRELL STEWART, ON BEHALF OF THEMSELVES AND ALL OTHERS SIMILARLY SITUATED, Plaintiffs, v. AEROPRES CORPORATION, AUX SABLE LIQUID PRODUCTS LP, BAYER HEALTHCARE LLC, BAYER U.S. LLC, BEIERSDORF MANUFACTURING, LLC, BEIERSDORF, INC., BEIERSDORF NORTH AMERICA, INC., AND BP ENERGY COMPANY, Defendants.	Case No. 2:21-CV-20021-SRC-CF HON. STANLEY R. CHESLER HON. CARI FAIS

[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS SETTLEMENT

This matter came before the Court for hearing on [_____], 2026, pursuant to the Court's Preliminary Approval Order dated [_____], 2025 (Dkt. No. [__]), and on the motion ("Motion") for final approval of the Class Action Settlement Agreement and Release, dated [_____], 2026, entered into by the Parties (the "Settlement Agreement") (Dkt. No. [__]), as well as Settlement Class Counsel's motion for an Attorneys' Fees and Costs Award.

Due and adequate notice having been given to the Settlement Class Members of the proposed Settlement and the pending motions, as directed by the Court's Preliminary Approval Order, and upon consideration of all papers filed and proceedings had herein, and good cause appearing, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

1. Capitalized terms not otherwise defined herein have the meanings set forth in the Settlement Agreement.

2. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332(d) and has personal jurisdiction over the Parties and the Settlement Class Members. Venue is proper in this District.

3. The "Settlement Class" for purposes of this Final Approval Order means:

> All persons residing in the United States who purchased Bayer Products beginning no earlier than November 16, 2015. The following individuals are excluded from the Settlement Class: officers and directors of Aeropres, Aux Sable, Bayer, Beiersdorf, and BP, and their parents, subsidiaries, affiliates, and any entity in which they have a controlling interest; any person who never used a Bayer Product but instead only purchased a Bayer Product exclusively for the purpose of reselling the Bayer Product to a consumer; all judges assigned to hear any aspect of the Litigation, as well as their staff and immediate family; and Settlement Class Counsel, their staff members, and their immediate family.

4. The Court finds that the notice provisions set forth under the Class Action Fairness Act, 28 U.S.C. § 1715, were complied with in this matter.

5. The Court finds that the Notice program for disseminating notice to the Settlement Class, provided for in the Settlement Agreement and previously approved and directed by the Court, has been implemented by the Settlement Administrator and the Parties. The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of the Litigation, the definition of the Settlement Class certified, the class claims and issues, the opportunity to enter an appearance through an attorney if the member so desires, the opportunity, the time, and the manner for requesting exclusion from the Settlement Class, and the binding effect of a class judgment; (c)

constituted due, adequate, and sufficient notice to all persons and entities entitled to notice; and (d) met all applicable requirements of Federal Rule of Civil Procedure 23, due process under the U.S. Constitution, and any other applicable law.

6. The Court APPROVES Notice and Settlement Administration Costs in the amount of $500,000, with such costs, net of any Notice and Settlement Administration Costs Advance already paid, to be paid from the Settlement Fund pursuant to Section 2.4 of the Settlement Agreement.

7. The Court APPROVES Settlement Class Counsel Attorneys' Fees and Costs Award in the amount of [$_____], to be paid from the Settlement Fund pursuant to Section 3.3(d) of the Settlement Agreement.

8. The Court APPROVES the Service Awards to the Settlement Class Representatives in the amount of [$_____] each, to be paid from the Settlement Fund pursuant to Section 3.3(e) of the Settlement Agreement.

9. The Court hereby finds that all Settlement Class Members and all persons who fall within the definition of the Settlement Class have been adequately provided with an opportunity to exclude themselves from the Settlement Class by submitting a request for exclusion in conformance with the terms of the Settlement Agreement and this Court's Preliminary Approval Order. A list of those persons and entities who submitted timely and valid requests for exclusion is attached as Exhibit [__]. All persons and entities listed on Exhibit [__] are not bound by this Final Approval Order and Judgment and are entitled to no relief under the Settlement. All other persons who fall within the definition of the Settlement Class are Settlement Class Members and part of the Settlement Class, and shall be bound by this Final Approval Order and corresponding Judgment and the Settlement Agreement.

10. The Court reaffirms that the Litigation is properly maintained as a class action, for settlement purposes only, pursuant to Federal Rules of Civil Procedure 23(b)(3).

11. The Court finds that, for settlement purposes only, the Settlement Class, as defined above, meets the requirements for class certification under Federal Rules of Civil Procedure 23(a) and 23(b)(3). Specifically, this Court finds that (1) the Settlement Class Members are sufficiently numerous such that joinder is impracticable; (2) there are questions of law and fact common to Settlement Class Members; (3) Settlement Class Representatives' claims are typical of those of the Settlement Class Members; (4) Settlement Class Representatives and Class Counsel have adequately represented, and will continue to adequately represent, the interests of the Settlement Class Members; and (5) for purposes of settlement only, the Settlement Class meets the predominance and superiority requirements of Rule 23(b)(3).

12. This Court reaffirms its appointment of Juan Huertas, Eva Mistretta, Jeremy Wyant, Mike Poovey, and Darrell Stewart as Settlement Class Representatives to represent the Settlement Class, and reaffirms its appointment of Settlement Class Counsel to represent the Settlement Class.

13. The Court finds that the Settlement Agreement warrants final approval pursuant to Rule 23(e)(2) because the Court finds the Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class, after weighing the relevant considerations. First, the Court finds that the Settlement Class Representatives and Settlement Class Counsel have adequately represented the Settlement Class, and will continue to do so through Settlement implementation. Second, the proposed Settlement Agreement was reached as a result of arms-length negotiations through an experienced mediator, retired United States Magistrate Judge Diane M. Welsh, and comes after adequate investigation of the facts and legal issues and the filing of three complaints in this court, and a day-long mediation session. Third, the Court finds that the

relief proposed to be provided for the Settlement Class is fair, reasonable, and adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the Settlement Class, including the method of processing Settlement Class Members' claims; and (iii) the terms of the requested Attorneys' Fees and Costs Award. Fourth, the Court finds that the Settlement Agreement treats Settlement Class Members equitably relative to each other. As set forth more fully in the Settlement Agreement, each Settlement Class Member that submitted a timely and valid Claim Form will be sent, at his or her election, either a Proof-of-Purchase Payment or a No Proof-of-Purchase Payment, which will be based on the number of Bayer Products the Settlement Class Member purchased (or, in the case of Class Members without Proof of Purchase, of no more than three (3) No Proof-of-Purchase Payments per Household), as provided on the Settlement Class Member's submitted Claim Form and consistent with the terms of the Settlement Agreement.

14. In granting final approval of the Settlement Agreement, the Court has also considered the factors that courts in this Circuit consider in evaluating proposed class settlements—which overlap considerably with the factors to be considered under Rule 23(e)(2)—including: (1) the complexity of the action; (2) the reaction of the class; (3) the stage of the proceeding and the amount of discovery completed; (4) the risks of establishing liability and damages; (5) the risks of maintaining a class action through trial; (6) the ability of defendant to withstand a greater judgment; (7) the range of reasonableness of the settlement fund in light of the best possible recovery; and (8) the range of reasonableness of the settlement fund to a possible recovery in light of all attendant risks of litigation. *See McDonough v. Horizon Healthcare Svcs., Inc.*, 2014 WL 3396097, at *5-8 (D.N.J. July 9, 2014) (Chesler, J.) (citing *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975)).

15. Likewise, this Court has enumerated other non-exclusive factors to judge the fairness of proposed settlements, including "the maturity of the underlying substantive issues, as measured by experience in adjudicating individual actions, the development of scientific knowledge, the extent of discovery on the merits, and other factors that bear on the ability to assess the probable outcome of a trial on the merits of liability and individual damages; the existence and probable outcome of claims by other classes and subclasses; the comparison between the results achieved by the settlement for individual class or subclass members and the results achieved—or likely to be achieved—for other claimants; whether class or subclass members are accorded the right to opt out of the settlement; whether any provisions for attorneys' fees are reasonable; and whether the procedure for processing individual claims under the settlement is fair and reasonable." *In re Prudential Ins. Co.*, 148 F.3d, 283, 323 (3d Cir. 1998).

16. [*Discussion of factors, as appropriate*]

17. The Motion is hereby GRANTED, and the Settlement Agreement and its terms are hereby found to be and APPROVED as fair, reasonable, and adequate and in the best interest of the Settlement Class. The Parties and Settlement Administrator are directed to consummate and implement the Settlement Agreement in accordance with its terms, including distributing Proof-of-Purchase Payments and No Proof-of-Purchase Payments to eligible Settlement Class Members, and paying the Notice and Settlement Administration Costs.

18. Any and all claims asserted as part of the case *Huertas et al. v. Aeropres Corp., et al.*, Case No. 2:21-cv-20021 (D.N.J.), including any cases consolidated into this case, are hereby dismissed with prejudice and without costs to any Party, other than as specified in the Settlement Agreement, this Final Approval Order and corresponding Judgment, and any order(s) by this Court regarding Settlement Class Counsel's motion for an Attorneys' Fees and Costs Award.

19. In consideration of the benefits provided under the Settlement Agreement, and for other good and valuable consideration set forth in the Settlement Agreement, each of the Settlement Class Members and Releasing Parties shall, by operation of this Final Approval Order and Judgment, have fully, finally, and forever released, relinquished, acquitted, and discharged all Released Claims against each of the Released Parties in accordance with Section 3.4 of the Settlement Agreement, the terms of which section are incorporated herein by reference. The terms of the Settlement Agreement, which are incorporated by reference into this Order, shall have *res judicata* and other preclusive effects as to the Released Claims as against the Released Parties. The Released Parties may file the Settlement Agreement and/or this Order in any other litigation to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other similar defense or counterclaim.

20. All Settlement Class Members and Releasing Parties (including any persons purporting to act on their behalf) have covenanted not to sue any Released Party with respect to any Released Claim and shall be permanently barred and enjoined from instituting, commencing, prosecuting, continuing, or asserting any Released Claim against any Released Party, directly or indirectly (including in any action purportedly brought on behalf of the general public of the United States or of a particular state, district, or territory therein). This permanent bar and injunction is necessary to protect and effectuate the Settlement Agreement and this Order, and this Court's authority to effectuate the Settlement, and is ordered in aid of this Court's jurisdiction and to protect its judgments. Notwithstanding the foregoing, nothing in this Order and judgment shall preclude an action to enforce the terms of the Settlement Agreement.

21. Pursuant to the terms of the Settlement Agreement, Settlement Class Representatives, Settlement Class Counsel, Defendants, and Defendants' Counsel have, and shall be deemed to have, released each other from any and all Claims relating in any way to any Party or counsel's conduct in the Litigation, including but not limited to any Claims or abuse of process, malicious prosecution, or any other claims arising out of the institution, prosecution, assertion, or resolution of the Litigation, including Claims for attorneys' fees, costs of suit, or sanctions of any kind except as otherwise expressly set forth in Section 3.4 of the Settlement Agreement.

22. This Final Approval Order and corresponding Judgment is the final, appealable judgment in the Litigation as to all Released Claims. The time to appeal from this Final Approval Order and Judgment shall commence upon its entry.

23. Without affecting the finality of this Final Approval Order and Judgment in any way, this Court retains jurisdiction over (a) implementation of the Settlement Agreement and the terms of the Settlement Agreement; (b) distribution of the settlement payments, Settlement Class Counsel's Attorneys' Fees and Costs Award, and Service Awards; and (c) all other proceedings arising out of or related to the implementation, interpretation, validity, administration, consummation, and enforcement of the terms of the Settlement Agreement, including enforcement of the Releases provided for in the Settlement Agreement.

24. In the event that the Effective Date does not occur, this Final Approval Order and Judgment shall be rendered null and void and shall be vacated, nunc pro tunc, except insofar as expressly provided to the contrary in the Settlement Agreement, and without prejudice to the *status quo ante* rights of Settlement Class Representatives, Settlement Class Members, and Defendants.

25. This Final Approval Order and corresponding Judgment, the Preliminary Approval Order, the Settlement Agreement, and all negotiations, statements, agreements, and proceedings

relating to the Settlement Agreement, and any matters arising in connection with settlement negotiations, proceedings, or agreements shall not constitute, be described as, construed as, offered or received against Defendants or the other Released Parties as evidence or an admission of: (a) the truth of any fact alleged by Settlement Class Representatives in the Litigation; (b) any liability, negligence, fault, or wrongdoing of Defendants or the Released Parties; or (c) that this Litigation may be properly certified as a class action for litigation, non-settlement purposes.

26. The Court also notes that [____] Settlement Class Member[s] objected to the Settlement.

27. [*Discussion of objections, as necessary*]

28. Pursuant to Rule 54, the Court finds that there is no just reason for delay and expressly directs this Final Approval Order and Judgment and immediate entry by the Clerk of the Court.

IT IS SO ORDERED.

DATED: _____.

_____
Honorable Stanley R. Chesler
United States District Judge

Exhibit 6

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

JUAN HUERTAS, EVA MISTRETTA, JEREMY WYANT, MIKE POOVEY, AND DARRELL STEWART, ON BEHALF OF THEMSELVES AND ALL OTHERS SIMILARLY SITUATED, Plaintiffs, v. AEROPRES CORPORATION, AUX SABLE LIQUID PRODUCTS LP, BAYER HEALTHCARE LLC, BAYER U.S. LLC, BEIERSDORF MANUFACTURING, LLC, BEIERSDORF, INC., BEIERSDORF NORTH AMERICA, INC., AND BP ENERGY COMPANY, Defendants.	Case No. 2:21-CV-20021-SRC-CF HON. STANLEY R. CHESLER HON. CARI FAIS

[PROPOSED] JUDGMENT

For the reasons set forth in the accompanying Final Approval Order, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

1. Settlement Class Representatives' Motion for final approval of the Class Action Settlement Agreement and Release, dated [____], 2026, is hereby GRANTED. The Parties are ORDERED to comply with the terms of the Settlement Agreement.

2. Any and all claims related to the litigation of *Huertas et al. v. Aeropres Corp., et al.*, Case No. 2:21-cv-20021 (D. N.J.), including any cases consolidated into this case, are hereby DISMISSED WITH PREJUDICE and without costs to any Party, other than as specified in the

Settlement Agreement, Final Approval Order and this Judgment, and any order(s) by this Court regarding Settlement Class Counsel's motion for an Attorneys' Fees and Costs Award.

3. Without affecting the finality of the Final Approval Order and this Judgment in any way, this Court retains jurisdiction over (a) implementation of the Settlement Agreement and the terms of the Settlement Agreement; (b) distribution of the settlement payments, Settlement Class Counsel Attorneys' Fees and Costs Award, and Service Awards; and (c) all other proceedings arising out of or related to the implementation, interpretation, validity, administration, consummation, and enforcement of the terms of the Settlement Agreement, including enforcement of the Releases provided for in the Settlement Agreement.

4. This is a final and appealable judgment.

IT IS SO ORDERED.

DATED: _____.

_____
Honorable Stanley R. Chesler
United States District Judge

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database