

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement (“Agreement”) is entered into by and between Plaintiff Lorisa Pineda (“Pineda” or “Plaintiff”), on the one hand, and Defendant Lake Consumer Products, Inc. (“Lake” or “Defendant”), on the other (collectively referred to as the “Parties” or singularly as the “Party”) to effect the settlement set forth herein subject to Court approval.

RECITALS

A. Lake is currently a defendant in an action filed by Pineda, in the matter of *Lorisa Pineda v. Lake Consumer Products, Inc.*, Case No. 5:2024-cv-01074-CH (E.D. Pa.) (the “Action”).

B. Lake manufactures and sells, among other things, coal tar shampoo products intended to treat certain scalp conditions. During the period relevant to the Action, Lake manufactured, marketed, distributed, packaged, and/or sold these coal tar shampoo products, including but not limited to MG217 Psoriasis Extra Strength®, MG217 Psoriasis Medicated Conditioning 3% Coal Tar Shampoo®, and MG217 Dandruff Therapeutic Shampoo® (collectively, the “Products”).

C. Pineda filed her class action complaint in the Eastern District of Pennsylvania on March 12, 2024, and her amended class action complaint on December 20, 2024.

D. Plaintiff generally alleges that Lake did not properly manufacture the Products in accordance with current Good Manufacturing Practices (“cGMPs”) and industry practice as to the levels of benzene present in the Products. Plaintiff, through the Action, seeks to represent a nationwide class of consumers and alleges claims for: (1) breach of express warranty; (2) breach of implied warranty; (3) fraud (affirmative misrepresentation, omission, and concealment); (4) negligent misrepresentation and omission; (5) violation of consumer protection law; (6) negligence; and (7) unjust enrichment. Defendant denies the allegations asserted in the Action and any fault or wrongdoing, but does not oppose certification of a settlement class for the purpose of settling the Action because Defendant believes that the proposed settlement is desirable in order to avoid the significant burden, expense, risk, and inconvenience of protracted litigation, and the distraction of its personnel and resources.

E. The Parties have conducted an investigation of the facts and analyzed the relevant legal issues regarding the claims asserted in the Action. The Parties have exchanged written materials and other disclosures.

F. On April 6, 2026, the Parties participated in a virtual mediation with the Hon. Joel Schneider (Ret.), former United States Magistrate Judge for the District of New Jersey. Following the mediation, the Parties continued to engage in mediation efforts through Judge Schneider, and ultimately with the mediator’s assistance were able to reach an arm’s-length resolution-in-principle to resolve this Action, to be fully memorialized in this Agreement.

G. In light of the above and to avoid the expense, risks and uncertainty of litigation, including the costs, risks, and delay of trial and appeal, and after extensive arm’s-length negotiations that resulted in a settlement that the Parties deem fair, reasonable, and adequate, the

Parties have reached agreement to resolve the Action and have agreed to the terms set forth in this Agreement.

AGREEMENT

1. DEFINITIONS

In addition to the definitions included in the Recitals above, and in later sections of this Agreement, 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. All defined terms are bolded and listed in alphabetical order:

1.1 As used herein, the term “**Authorized Claimant**” means any Settlement Class Member who does not validly request exclusion from the Settlement Class and who timely submits a completed and valid Claim Form in accordance with the terms of this Agreement.

1.2 As used herein, “**Cash Benefit**” means the cash payment that each Settlement Class Member who submits a valid and timely Claim will receive from the Net Cash Settlement Fund.

1.3 As used herein, the term “**Cash Settlement Fund**” means the \$700,000.00 non-reversionary cash settlement common fund. Under no circumstance shall the Cash Settlement Fund exceed \$700,000.00.

1.4 As used herein, the term “**Claim**” means a request made by a Settlement Class Member in order to receive a Settlement Benefit pursuant to the procedures stated in Section 10.

1.5 As used herein, the term “**Claim Submission Deadline**” means the deadline by which Settlement Class Members must submit a Claim under the Agreement by submitting a Claim Form no later than twenty (20) calendar days before the Final Approval Hearing.

1.6 As used herein, the term “**Claim Form**” means the form Settlement Class Members must complete to submit a Claim under this Agreement. The Claim Form must be signed by the Settlement Class Member under penalty of perjury; the Settlement Administrator may require wet signatures. The Claim Form will be substantially in the form attached as Exhibit 4 hereto.

1.7 As used herein, the term “**Class Counsel**” means the law firms of Honik LLC and Kanner & Whiteley LLC.

1.8 As used herein, the term “**Class Representative Plaintiff**” means Plaintiff Lorisa Pineda.

1.9 As used herein, the term “**Class Representative Service Payment**” means the amount awarded by the Court to the Class Representative Plaintiff for serving as representative of the Settlement Class.

1.10 As used herein, the term “**Complaint**” mean the latest version of Plaintiff’s pleading that sets forth the active claims and allegations against Lake in the Action.

1.11 As used herein, the term “**Court**” means the United States District Court, Eastern District of Pennsylvania presiding over the Action.

1.12 As used herein, the terms “**Defendant’s Counsel**” and “**Lake’s Counsel**” mean the law firms of Michael Best & Friedrich LLP and Lundy Beldecos & Milby PC.

1.13 As used herein, the term “**Effective Date**” means the date on which this Agreement will become effective and on which all of the following have occurred: (a) execution of the Settlement Agreement by all Parties and/or their respective counsel; (b) certification of the proposed Settlement Class for settlement purposes only; (c) entry of a Final Order and Judgment by the Court approving this settlement; and (d) finality of the Judgment by virtue of it having become final and non-appealable through (i) the expiration of all allowable periods for appeal or discretionary appellate review without an appeal or request for discretionary appellate review having been filed, or (ii) final affirmance of the Judgment on appeal or remand, or final dismissal or denial of all such appeals and requests for discretionary review.

1.14 As used herein, the term “**Email Notice**” means the legal notice summarizing the proposed terms of this Agreement, as approved by Plaintiff’s Counsel, Defendant’s Counsel, and the Court, to be provided to Settlement Class Members under Section 9.2 of this Agreement via electronic means.

1.15 As used herein, the term “**Exclusion Deadline**” means the date by which Class Members must submit any request for exclusion from the Settlement, in accordance with the procedures set forth herein and/or in any order from the Court, which will start no later than twenty (20) calendar days after entry of the Preliminary Approval Order, and end at least twenty (20) calendar days prior to the Final Approval Hearing.

1.16 As used herein, the term “**Final Approval Hearing**” means the hearing to be held by the Court to consider and determine whether the Agreement should be approved as fair, reasonable, and adequate, and whether the Final Order and Judgment approving the Agreement should be entered.

1.17 As used herein, the term “**Final Order and Judgment**” means the Court’s entry of a final order approving the Agreement and awarding the Class Representative Service Payment and Plaintiff’s Counsel’s Fees and Expenses, and Judgment following the Final Approval Hearing.

1.18 As used herein, the term “**Long Form Notice**” means the full legal notice summarizing the proposed terms of this Agreement, as approved by Plaintiff’s Counsel, Lake’s Counsel, and the Court, to be provided to Settlement Class Members under Section 9.2 of this Agreement.

1.19 As used herein, the term “**Internet Notice**” means a social media campaign and/or Banner Advertisements that, combined with the Email Notice, will provide at least a 70% reach and will direct people to the Settlement Website to complete an online Claim Form.

1.20 As used herein, the term “**MG217® Product Line**” means any product sold by Defendant in the MG217® line of products, including but not limited to the Products.

1.21 As used herein, the term “**Net Cash Settlement Fund**” means the amount distributed to Settlement Class Members who submit valid and timely Claims for Cash Benefits and is the amount of the Cash Settlement Fund less all costs of notice and settlement administration, the Class Representative Service Payment, and Plaintiff’s Counsel’s Fees and Expenses.

1.22 As used herein, the term “**Non-Monetary Fund**” means the non-reversionary voucher fund worth \$500,000.00 in Vouchers, as defined herein. Under no circumstance shall the Non-Monetary Fund exceed \$500,000.00 in Vouchers.

1.23 As used herein, the term “**Notice Period**” means the period starting no later than twenty (20) calendar days after entry of Preliminary Approval Order and continuing until the Claim Submission Deadline. The Notice Period shall be at least thirty (30) calendar days in duration.

1.24 As used herein, the term “**Objection Deadline**” means the date by which Settlement Class Members must submit any objections to the Agreement, in accordance with the procedures set forth herein and/or in any order from the Court, which will start no later than twenty (20) calendar days after entry of the Preliminary Approval Order, and end at least twenty (20) calendar days prior to the Final Approval Hearing.

1.25 As used herein, the term “**Plaintiff**” means Lorisa Pineda.

1.26 As used herein, the terms “**Plaintiff’s Counsel**” means the law firms of Honik LLC and Kanner & Whiteley LLC.

1.27 As used herein, the terms “**Plaintiff’s Counsel’s Fees and Expenses**” mean the amount chosen and awarded by the Court to Plaintiff’s Counsel as reasonable attorneys’ fees and expenses reasonably incurred in the Action.

1.28 As used herein, the term “**Preliminary Approval Order**” means the order provisionally certifying the Settlement Class for settlement purposes only, approving and directing notice, and setting the Final Approval Hearing. The proposed Preliminary Approval Order that Class Representative Plaintiff submits to the Court for approval shall be substantially similar to the form attached as Exhibit 1.

1.29 As used herein, the term “**Proof of Purchase**” means a receipt or other documentation reasonably establishing the fact of purchase of the Products during the Settlement Class Period. An acceptable Proof of Purchase may be in the form of any reasonably reliable proof customarily provided to the Settlement Administrator to establish proof of purchase for class membership, such as: (a) a printed receipt; (b) an e-mail receipt or order confirmation; (c) a shipping confirmation; or (d) any other purchase history documentation to the extent the Settlement Administrator is able to confirm that this purchase history documentation is reasonably reliable, unique to the purchaser, and consistent with industry standard fraud prevention measures.

1.30 As used herein, the term “**Products**” means all formulations of Lake’s MG217® coal tar shampoo products, such as MG217® Psoriasis Extra Strength, MG217® Psoriasis Medicated Conditioning 3% Coal Tar Shampoo, and MG217® Dandruff Therapeutic Shampoo.

1.31 As used herein, the term “**Released Parties**” means Lake and its predecessors, successors, parents, subsidiaries, members, and affiliates, including any predecessors or successors of its parents, subsidiaries, members, and affiliates, as well as their respective present and former officers, directors, members, shareholders, managers, employees, attorneys, agents and other representatives; and also means Plaintiff and their successors in interest, attorneys, agents, and other representatives.

1.32 As used herein, the term “**Settlement**” means the settlement of the Action and related claims effectuated by this Agreement.

1.33 As used herein, the term “**Settlement Administrator**” means Fidexis, LLC who will provide notice and claims administration for the Settlement, subject to approval of the Court.

1.34 As used herein, the term “**Settlement Administration Costs**” means the amount paid to the Settlement Administrator from the Cash Settlement Fund for administering the Settlement.

1.35 As used herein, the term “**Settlement Benefit**” means the Cash Benefit and Vouchers distributed to Settlement Class Members who submit timely and valid Claim Forms in accordance with the terms of this Agreement.

1.36 As used herein, the term “**Settlement Class**” means, for settlement purposes only, all persons in the United States or its territories who purchased any Products for personal, family or household purposes between January 1, 2021 and the date on which Plaintiff files a motion seeking preliminary approval of the Settlement excluding (a) any individuals who have pending litigation against Lake; (b) any Settlement Class Members who file a timely request for exclusion; (c) any current officers, directors, or shareholders of Lake; (d) any legal counsel or employee of legal counsel for Lake; (e) any federal, state, or local government entities; and (f) any judicial officers presiding over the Action and the members of their immediate family and judicial staff.

1.37 As used herein, the term “**Settlement Class Member**” means each member of the Settlement Class who does not file a timely request to be excluded from the Settlement.

1.38 As used herein, the term “**Settlement Class Period**” means between January 1, 2021, and the date on which Plaintiff files a motion seeking preliminary approval of the Settlement.

1.39 As used herein, the term “**Settlement Website**” means the website that shall be created for settlement administration purposes and administered by the Settlement Administrator.

1.40 As used herein, the term “**Voucher(s)**” means a non-expiring voucher code exchangeable for a credit towards the purchase of the products specified in, and subject to the terms and conditions set forth in, Section 3.10.

2. SETTLEMENT CLASS CERTIFICATION AND APPROVAL

2.1 For the purposes of this Agreement, the Parties stipulate and agree that the Settlement Class should be certified. Such certification is for settlement purposes only.

2.2 The certification of the Settlement Class shall be binding only with respect to this Agreement. In the event that the Effective Date does not occur for any reason, the Action shall revert to the status that existed as of the date of this Agreement.

2.3 As part of the settlement process, Class Representative Plaintiff will move the Court for entry of the Preliminary Approval Order.

2.4 Assuming that the Court enters the Preliminary Approval Order, Class Representative Plaintiff will later move for the Final Approval Order and Judgment, which seeks final approval of this Agreement, certifies the Settlement Class, authorizes the Settlement Administrator to administer the settlement benefits to members of the Settlement Class, authorizes Settlement Administrator Costs, awards Plaintiff's Counsel's Fees and Expenses, awards any Class Representative Service Payment, rules on timely objections to this Agreement (if any), and authorizes the entry of a final judgment and dismissal of the Action with prejudice. Class Representative Plaintiff will file their motion for Final Approval Order and Judgment no earlier than five (5) calendar days after the end of the Claim Submission Deadline.

3. SETTLEMENT CONSIDERATION AND BENEFITS TO THE CLASS

3.1 Cash Settlement Fund. Defendant shall fund a non-reversionary Cash Settlement Fund, established by the Settlement Administrator, of SEVEN HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$700,000.00) as provided in this Section 3. Under no circumstance shall Defendant fund a Cash Settlement Fund in the amount of more than \$700,000.00.

3.2 On or before twenty (20) bank days after entry of the Preliminary Approval Order, Lake shall pay \$100,000.00 to the Settlement Administrator towards the Cash Settlement Fund to be used for notice and settlement administration costs.

3.3 On or before twenty (20) bank days after the Effective Date, Lake shall pay the remaining \$600,000.00 to the Settlement Administrator to be applied towards the Cash Settlement Fund.

3.4 The Cash Settlement Fund shall be used to pay all Cash Benefits, Notice and Settlement Administration Costs, Class Representative Service Payments, and Plaintiff's Counsel's Fees and Expenses.

3.5 Order of Payments from the Cash Settlement Fund. The Cash Settlement Fund shall be applied to pay in full and in the following order: (i) necessary taxes and tax expenses, if any; (ii) all costs and expenses associated with Class Notice, including but not limited to all fees and expenses of the Settlement Administrator; (iii) all costs and expenses associated with the administration of the Settlement, including but not limited to all fees and expenses of the Settlement Administrator and any costs associated with administering the Settlement Fund; (iv) any Plaintiff's Counsel's Fees and Expenses; (v) any Class Representative Service Payment; and (vi) Cash Benefits distributed to Settlement Class Members who have submitted timely, valid, and approved Claims pursuant to the claims process outlined in Section 10 of this Agreement. Payments shall be subject to approval by the Court in a Final Approval Order and Judgment and after the Effective Date.

3.6 Net Cash Settlement Fund. The Net Cash Settlement Fund will consist of the remainder of the Cash Settlement Fund after payment of all Class Notice and Settlement Administrator Costs, the Class Representative Service Payment, and Plaintiff's Counsel's Fees and Expenses. The Net Cash Settlement Fund will be paid to Authorized Claimants as set forth in this Section and Section 10.

3.7 A Settlement Class Member may submit a single Claim for one or more purchases of eligible Product purchases. An Authorized Claimant may receive a Cash Benefit equal to the amount of the purchase price for each qualifying purchase accompanied by a Proof of Purchase, subject to a pro rata increase or decrease based on the number of Claims received that were accompanied by Proofs of Purchase. An Authorized Claimant may receive a Cash Benefit up to \$7.00 for each qualifying purchase not accompanied by a Proof of Purchase, subject to a pro rata increase or decrease based on the number of qualifying purchases claimed without Proof of Purchase. The Settlement Administrator will calculate and implement the pro rata increases or decreases described in this Section to ensure the Net Cash Settlement Fund is paid fully to Authorized Claimants. At the discretion of Class Counsel, the Settlement Administrator may implement a cap on the total amount of Cash Benefits an Authorized Claimant may receive for each qualifying purchase not accompanied by a Proof of Purchase.

3.8 The Settlement Administrator may disburse Cash Benefits by check, by electronic means at an Authorized Claimant's election (e.g., PayPal, Venmo, etc.), or by prepaid debit card. For checks, the Settlement Administrator shall implement one re-issuance of unclaimed Cash Benefits after making reasonable efforts to identify or correct any matters with the first issuance if the re-issuance will be \$20.00 or more per Authorized Claimant. If any unclaimed Cash Benefits remains after the re-issuance or if a re-issuance is not possible because it would be less than \$20.00 per Authorized Claimant, the Parties agree that within thirty (30) bank days after the expiration of any check or other payment reflecting a Cash Benefit, those funds shall be distributed to a non-profit charity to be agreed upon by the parties ten (10) calendar days prior to the deadline for a motion for final approval or else the parties' competing proposals will be presented in the motion for final approval.

3.9 Non-Monetary Fund. Lake will fund a non-reversionary Non-Monetary Fund, established by the Settlement Administrator, with a value of FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00) in the form of Vouchers.

3.10 Vouchers Terms of Use. Vouchers are redeemable after the purchase of any of the MG217® Product Line via the code that will be provided by the Settlement Administrator along with a proof of purchase. Vouchers do not expire and may be applied in addition to other discount codes, promotions, or gift cards. Vouchers are transferrable and are not required to be used in a single transaction. An Authorized Claimant may elect in a Claim Form to receive both a Cash Benefit and a Voucher provided they submit Proof of Purchase. Defendant shall be solely responsible for timely processing all Vouchers using commercially reasonable efforts.

3.11 One Voucher in the amount of a \$25.00 credit will be allocated to each Authorized Claimant who elects to receive a Voucher, up to a maximum distribution of Vouchers equal to the value of the Non-Monetary Fund. If the total value of Vouchers elected exceeds the Non-Monetary Fund after a first distribution, each Voucher's value will be reduced on a pro rata basis so that the

total does not exceed the Non-Monetary Fund. If the total value of Vouchers elected does not exceed the Non-Monetary Fund after a first distribution, an additional distribution will be made of one Voucher to each Authorized Claimant whether they elected a Cash Benefit, Voucher, or both. Subsequent one Voucher distributions will be made the same way until the Non-Monetary Fund is exhausted, provided no individual Authorized Claimant receives more than \$50.00 in Vouchers. If any Vouchers remain after all possible distributions, those Vouchers will be distributed to the cy pres recipient identified in Section 3.8.

3.12 Injunctive Relief. Lake agrees that it shall not manufacture, market, distribute, or sell any of the Products unless the amount of coal tar in the finished product is no more than 0.5% by weight as determined by validated analytical testing conducted in accordance with current good manufacturing practices.

3.13 No Tax Liability. No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will be construed or relied upon as, tax advice. Each Party has relied exclusively upon his, her or its own independent legal and tax advisers for advice (including tax advice) in connection with this Agreement. Settlement Class Members and/or Plaintiff's Counsel shall be solely responsible for any taxes on any recovery, Settlement Benefit or award under this Agreement.

4. ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE SERVICE AWARDS

4.1 Class Representative Service Payment. The Parties acknowledge that the Class Representative Plaintiff will apply to the Court, at least ten (10) calendar days before the Objection Deadline and the Exclusion Deadline, for approval of the Class Representative Service Payment in an amount not to exceed \$10,000 in recognition of their efforts and activities in furtherance of both the litigation and this Agreement and in exchange for the release contained herein. The Class Representative Service Payment shall be paid from the Cash Settlement Fund and will not be distributed to the Class Representative Plaintiff until after the Settlement Date. If the Court approves the Agreement and the Class Representative Service Payment to the Class Representative Plaintiff, the Class Representative Service Payment approved by the Court will be paid by the Settlement Administrator from the Cash Settlement Fund within twenty (20) bank days from the Effective Date. The Parties represent that their negotiation of, and agreement to, the Class Representative Service Payment did not occur until after the substantive terms of the Agreement had been negotiated and agreed. No interest shall be paid on the Class Representative Service Payment.

4.2 Plaintiff's Counsel's Fees and Expenses. The Parties acknowledge that the Class Representative Plaintiff shall move the Court, at least ten (10) calendar days before the Objection Deadline and the Exclusion Deadline, for approval of an award of Plaintiff's Counsel's Fees and Expenses. The Parties have not discussed, nor agreed to, any particular amount of Plaintiff's Counsel's Fees, but Plaintiff's Counsel do not currently intend to seek an amount of attorneys' fees exceeding one-third of the Settlement Benefit. The Court will decide the amount of Plaintiff's Counsel's Fees and Expenses. If the Court approves the Agreement and awards Plaintiff's Counsel's Fees and Expenses, same shall be paid by the Settlement Administrator from the Cash

Settlement Fund within twenty (20) bank days from the Effective Date. Except as otherwise provided herein, Plaintiff's Counsel and Defendant's Counsel shall bear their own respective fees, costs, and expenses. No interest shall be paid on any portion of Plaintiff's Counsel's Fees and Expenses.

4.3 Reduction in Class Representative Service Payment or Plaintiff's Counsel's Fees and Expenses. A reduction by the Court or by an appellate court of the Class Representative Service Payment or Plaintiff's Counsel's Fees and Expenses sought by the Class Representative Plaintiff and Plaintiff's Counsel shall not affect any of the Parties' other rights and obligations under the Agreement.

5. RELEASES AND WAIVERS

5.1 Release by the Settlement Class. Effective immediately upon the Effective Date, each Settlement Class Member who does not timely opt-out of the Settlement shall fully, completely and forever release and discharge the Released Parties from any and all claims, liabilities, actions, allegations, complaints, demands, obligations, causes of action, suits, rights, damages, debts, guarantees, orders, controversies, penalties, promises, covenants, losses, costs, expenses, or attorneys' fees of every kind, nature and source whether legal, equitable or otherwise, whether based on contract (express, implied, or otherwise), tort, common law, any state or federal law, statute or regulation or any other theory of recovery, whether brought under the laws of any state, federal or other government, asserted or unasserted, accrued or unaccrued, fixed or contingent, known or unknown, and whether seeking compensatory, exemplary, punitive, restitution, disgorgement, statutory, or injunctive relief or damages of any kind, that each Settlement Class Member now has or may hereafter accrue through the Effective Date, arising out of or related to the subject matter of the Action. Specifically excluded from the release are claims for physical injuries.

6. NO ADMISSION OF LIABILITY

6.1 No Admission of Liability or Wrongdoing. The Parties have resolved the Action on a mutually agreeable basis after extensive arm's-length negotiations, with no concession, acknowledgment or admission whatsoever of liability or wrongdoing of any kind by Defendant. Nothing in the fact or principal terms of settlement, the settlement proceedings, the settlement negotiations, this Agreement or any stipulation to or certification of the Settlement Class shall constitute or be used as an admission of any act or omission, liability or wrongdoing by Defendant, or be used or offered in any action or proceeding or received in evidence against Defendant as an admission, concession, presumption, or inference in any way, in any matter or otherwise, including as an admission of the propriety or feasibility of certifying a class. Defendant expressly denies any and all claims of wrongdoing and denies any and all liability to Plaintiff and the Settlement Class. Any and all discussions, statements, and/or communications of any type between the Parties and their counsel in the course of settlement negotiations shall remain confidential subject to Federal Rule of Evidence 408 and any similar state rule of evidence.

7. COURT APPROVAL PROVISIONS

7.1 Preliminary Approval and Provisional Class Certification. Class Representative Plaintiff will move for Preliminary Approval within twenty (20) calendar days of completion of the Settlement Agreement. The motion for preliminary approval shall request that the Court:

- A. Conditionally certify the Settlement Class for settlement purposes only;
- B. Preliminarily approve the form, manner, and content of the Long Form Notice, Email Notice, and Claim Form described in Section 9.2 of this Agreement, and attached as Exhibits 2, 3, and 4.
- C. Direct that notice be made to Settlement Class Members as described in this Agreement;
- D. Set a deadline for establishing the Cash Settlement Fund and Non-Monetary Fund; set deadlines for the submission of objections, exclusions, and Claim Form; set deadlines for the filing of any motion requesting a Class Representative Service Payment and Plaintiff's Counsel's Fees and Expenses, and the final approval motion; and set the date of the Final Approval Hearing;
- E. Conditionally appoint the Class Representative Plaintiff as the Class Representative for settlement purposes only;
- F. Conditionally appoint the law firms Honik LLC and Kanner & Whiteley LLC as Class Counsel for settlement purposes only;
- G. Approve the objection and exclusion procedures for Settlement Class Members; and
- H. Appoint the Settlement Administrator.

The proposed Preliminary Approval Order shall be substantially similar to the form attached as Exhibit 1.

7.2 Final Court Approval of the Settlement. Class Representative Plaintiff will file a motion for final approval of the Settlement and proposed Final Order and Judgment:

- A. Approving the Agreement as fair, reasonable and adequate and directing completion of the terms and provisions of this Agreement;
- B. Adjudicating that the releases contained in Section 5 of this Agreement bind each Settlement Class Member who does not timely opt out of the Settlement;
- C. Certifying the Settlement Class for settlement purposes only;
- D. Approving a Class Representative Service Payment as compensation for their services as the class representatives;
- E. Approving an award set by the Court of Plaintiff's Counsel's Fees and Expenses;
- F. Entering judgment in the Action; and

G. Retaining the Court's jurisdiction over the enforcement of this Settlement.

The proposed Final Order and Judgment shall be substantially similar to the form attached as Exhibit 5.

7.3 Proof of Notice. Five (5) calendar days after the deadlines set by the Court for submission of claims, exclusion requests, and objections, and no later than five (5) calendar days before the deadline for Plaintiffs to file their brief in support of the Final Order and Judgment, the Settlement Administrator will serve upon Class Counsel and Defendants' Counsel a declaration confirming that notice to the Settlement Class has been provided in accordance with Section 9 of this Agreement. Such Proof of Notice will include, inter alia, the number of Emailed Notices sent as well as the Emailed Notices that were undeliverable, the number of Settlement Class Members who submitted valid claims as of the date of the declaration, the number and names of the Settlement Class Members who opted out, and the number, names, and other required information of Settlement Class Members who objected to or commented on the Settlement.

8. DISAPPROVAL, TERMINATION AND NULLIFICATION OF THIS AGREEMENT

8.1 Court Approval Contingency. This entire Settlement is contingent upon Court approval. Absent Court approval there is no settlement, and the procedural status of the Action shall return to the status quo as of the date of this Agreement. If this Settlement is not approved by the Court, the Parties expressly reserve all of their rights, remedies and defenses.

8.2 If the Settlement Does Not Become Final. This entire Settlement is contingent upon Court approval. If the Court does not enter any material part of the Preliminary Approval Order or Final Order and Judgment, or if either of those Orders (not an order relating to Plaintiff's Counsel's Fees and Expenses, or to Class Representative Service Payments) is materially modified, reversed, or set aside on further judicial review, or if for any other reason the Settlement does not become final, than any Party shall have the option of terminating this Agreement. In that event, the procedural status of the Action shall return to the status quo as of the date of this Agreement. If this Settlement is not approved by the Court, the Parties expressly reserve all of their rights, remedies and defenses.

9. CLASS NOTICE PROCEDURES

9.1 Settlement Administration. The Settlement Administrator shall retain a record of the provision of all Class Notice as described below and shall provide periodic updates to the Parties during the Notice Period.

9.2 Class Notice. Subject to the Court entering the Preliminary Approval Order, the Parties agree that the Settlement Administrator will provide notice in accordance with the form agreed to in this Agreement and approved by the Court. The proposed notices and claim form are attached to this Agreement as Exhibits 2, 3, and 4. The proposed notice forms are subject to further consultation with the Settlement Administrator. Any revisions to the substance of the forms will be agreed to by Plaintiff's Counsel and Defendant's Counsel. Notice shall include all of the following:

A. The web address for the Settlement Website shall be www.MG217ShampooSettlement.com OR www.CoalTarShampooSettlement.com or a name substantially similar and approved in advance by Defendant. The Long Form Notice, attached as Exhibit 2, shall be posted on the Settlement Website. The Settlement Website shall also contain the Claim Form, Complaint, Answer, Agreement, the Preliminary Approval Order and Final Order and Judgment, following entry by the court, and such other information agreed to by Plaintiff's Counsel and Defendant's Counsel. Within five (5) calendar days of when Plaintiff's Counsel files a motion for Plaintiff's Counsel's Fees and Expenses and Class Representative Service Payment, that motion will be included on the Settlement Website. The Settlement Website shall be operative starting on or before twenty (20) calendar days after entry of the Preliminary Approval Order and shall be deleted and made inaccessible sixty (60) calendar days after distribution of the Settlement Benefit to the majority of Authorized Claimants.

B. **Long Form Notice** shall consist of the full legal notice summarizing the proposed terms of this Agreement, as approved by Plaintiff's Counsel, Defendant's Counsel, and the Court. The Long Form Notice shall be substantially similar to the form attached as Exhibit 2. The Long Form Notice will be posted on the Settlement Website and sent to Settlement Class members who so request the Long Form Notice.

C. **Internet Notice** shall consist of a social media campaign and/or banner advertisements that, when combined with the Email Notice, shall attain at least a 70% reach and shall direct people to the Settlement Website. The Settlement Administrator shall implement the Internet Notice on or before twenty (20) calendar days after entry of the Preliminary Approval Order. The Internet Notice shall contain substantially similar information to that reflected in the Email Notice, a form of which is attached as Exhibit 3.

D. **Email Notice.** The Settlement Administrator shall coordinate with Amazon.com to disseminate the Email Notice on or before twenty (20) calendar days after entry of the Preliminary Approval Order. The Email Notice shall be substantially similar to the form attached as Exhibit 3.

E. The Settlement Administrator shall retain a record of all such notice procedures and provide periodic updates to the Parties during the Notice Period.

9.3 CAFA Notice. Defendant is responsible for the cost and dissemination of notice under 28 U.S.C. § 1715. Defense Counsel will ensure that the Settlement Administrator serves upon the Attorney General of the United States and all appropriate State officials notice of the proposed Settlement as required by law not later than ten (10) calendar days after the Agreement is filed with the Court.

10. ELIGIBILITY AND PROCESS FOR CLASS MEMBERS TO OBTAIN A CASH PAYMENT OR VOUCHER

10.1 Claims Procedure. Each Settlement Class Member who wishes to obtain a Cash Benefit and/or Voucher must submit a complete and valid Claim Form on or before the Claim Submission Deadline. A Settlement Class Member may receive a Cash Benefit and a Voucher subject to review by the Settlement Administrator.

10.2 The Claim Form may be submitted electronically or by U.S. Mail. The delivery date is deemed to be the date (i) the Claim Form is deposited in the U.S. Mail as evidenced by the postmark, in the case of submission by U.S. Mail, or (ii) in the case of submission electronically through the Settlement Website, the date the Settlement Administrator receives the Claim Form, as evidenced by the transmission receipt.

10.3 Valid Claim Forms. To be considered valid, the Claim Form must contain the Settlement Class member's name, mailing address, email address, telephone number, attestation of purchase(s) of Products including the number of Products purchased during the Settlement Class Period, must be accompanied by Proof of Purchase if so required, and must be signed by the Settlement Class Member under penalty of perjury; the Settlement Administrator may require wet signatures. Claim Forms that do not meet the requirement set forth in this Agreement and in the Claim Form instructions may be rejected. Claim Forms must be submitted by Authorized Claimants. Claim Forms submitted by claim aggregators or other bulk-filers will be rejected by the Settlement Administrator. The Settlement Administrator shall determine a Claim Form's validity.

10.4 Where a good faith basis exists, the Settlement Administrator may reject a Claim Form for, among other reasons: (i) failure to attest to the purchase of the Products for personal, family or household use; (ii) attesting to purchase that is not covered by the terms of this Agreement; (iii) attesting to purchase not during the Settlement Class Period; (iv) failure to provide adequate verification or additional information about the Claim pursuant to a request of the Settlement Administrator; (v) failure to fully complete and/or sign the Claim Form, including providing a wet signature if required by the Settlement Administrator; (vi) failure to submit a legible Claim Form; (vii) submission of a fraudulent Claim Form; (viii) submission of a Claim Form that is duplicative of another Claim Form; (ix) submission of a Claim Form by a person who is not a member of the Settlement Class, including a person purporting to act on behalf of a member of the Settlement Class for a fee or portion of any Settlement Benefit; (x) a request by a person submitting the Claim Form to pay funds to a person or entity that is not the member of the Settlement Class for whom the Claim Form is submitted; (xi) failure to submit a Claim Form by the end of the Claim Period; (xii) programmatic fraud or deception analyses; or (xiii) failure to otherwise meet the requirements of this Agreement.

10.5 Attestation of Purchase. Members of the Settlement Class must submit a Claim Form that states to the best of his or her knowledge the total number of Products that he or she purchased during the Settlement Class Period. The Claim Form shall be signed under an attestation stating the following or substantially similar language: "I declare under penalty of perjury that the information in this Claim Form is true and correct to the best of my knowledge, and that I purchased the Product(s) claimed above during the Settlement Class Period for personal, family or household use and not for resale. I understand that my Claim Form may be subject to audit, verification, and Court review."

10.6 Verification. The Settlement Administrator shall review all submitted Claim Forms and supporting documentation for completeness, validity, accuracy, and timeliness and may contact any claimant to request additional information and/or documentation to determine the validity of any Claim. The Settlement Administrator has the right to request verification or more information regarding the purchase or use of any Products for the purpose of preventing fraud or

for verification, including but not limited to requiring Proof of Purchase or other information for any claimed purchase of Products. The Settlement Administrator also may deploy techniques to conduct fraud review measures, including but not limited to IP/device analysis, duplicate detection, velocity review, bulk aggregation assessment, and supplemental verification or other industry standard processes. In addition, the Settlement Administrator may verify that: (i) the information set forth in or attached to a submitted Claim Form is accurate; and (ii) based on the information set forth in or attached to a submitted Claim Form that the Claimant is a Settlement Class Member.

11. OBJECTIONS AND REQUESTS FOR EXCLUSION

11.1 Objections. Any Settlement Class Member who has not submitted a timely written exclusion request pursuant to Section 11 of this Agreement and who wishes to object to the fairness, reasonableness, or adequacy of the Agreement, may elect to object to the Agreement by submitting a written objection to the Settlement Administrator that (a) states the case name and number: *Lorisa Pineda v. Lake Consumer Products, Inc.*, Case No. 5:2024-cv-01074-CH; (b) states the full name, address, email address, and telephone number of the Settlement Class Member making the objection; (c) contains a statement that he/she objects to the Agreement and the reasons for the objections; and (d) is signed by the Settlement Class Member making the objection, or by an authorized representative. The written objection must be submitted to the Settlement Administrator by U.S. Mail. The written objection must be postmarked no later than the Objection Deadline. The Settlement Administrator must serve on Plaintiff's Counsel and Defendant's Counsel a list of Settlement Class Members who have objected along with the substance of those objections no later than five (5) calendar days prior to the filing date of Plaintiff's motion for final approval. If a Settlement Class Member submits both an exclusion request and an objection, the exclusion request shall take precedence and will be considered valid and binding, and the objection shall be deemed to have been sent by mistake and rejected.

A. Settlement Class Members have the option to appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Agreement, or to the award of attorneys' fees and costs or service award, regardless of whether they have timely submitted a written objection to the Settlement Administrator.

B. Settlement Class Members who have retained their own counsel at their own expense to prepare a written objection must have their counsel file the objection that counsel prepares on their behalf on the docket with the United States District Court, Eastern District of Pennsylvania, in addition to mailing it to the Settlement Administrator as described above. Settlement Class Members may also have their own attorney retained at their own expense appear at the Final Approval Hearing if their counsel notices his or her intention to appear on the docket seven (7) calendar days before the Final Approval Hearing.

C. Class Counsel will ensure that all objections sent to the Settlement Administrator who have not retained their own counsel are filed with the United States District Court, Eastern District of Pennsylvania in advance of the Final Approval Hearing.

11.2 Exclusion from the Settlement Class. Settlement Class Members may elect not to be part of the Settlement Class and not to be bound by this Agreement. To make this election,

Settlement Class Members must submit a signed letter or electronic exclusion request to the Settlement Administrator stating: (a) the name and case number *Lorisa Pineda v. Lake Consumer Products, Inc.*, Case No. 5:2024-cv-01074-CH; (b) the full name, address, email address, and telephone number of the person requesting exclusion; and (c) a statement that he/she does not wish to participate in the Agreement, postmarked no later than the Exclusion Deadline. The Settlement Administrator must serve on Class Counsel and Defendant's Counsel a list of Settlement Class Members who have timely and validly excluded themselves from the Settlement Class no later than five (5) calendar days prior to the filing date of Plaintiff's motion for final approval. If a Settlement Class Member submits both a Claim Form and an exclusion request, the Claim Form shall take precedence and will be considered valid and binding, and the exclusion request shall be deemed to have been sent by mistake and rejected.

12. ADDITIONAL PROVISIONS

12.1 Change of Time Periods. All time periods and dates described in this Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Settlement Class.

12.2 Mutual Cooperation and Best Efforts. The Parties acknowledge and agree to fully cooperate with each other and use their best efforts to accomplish the terms of this Agreement, including but not limited to the execution of documents and any other action reasonably necessary to implement the Settlement and the terms and conditions of this Agreement.

12.3 No Prior Assignments. In executing this Agreement, Plaintiff and each Settlement Class Member warrants and represents that s/he has not assigned, sold, transferred or otherwise disposed to any third party any actual or potential claim, any portion of any actual or potential claim, or any other matters that are being released in the Agreement. Plaintiff and each Settlement Class Member agrees to defend, indemnify, and hold harmless Defendant from and against any claim (including payment of attorneys' fees and costs) based on or in connection with or arising out of any such assignment, sale, transfer, or other disposition made, purported or claimed.

12.4 Intervening Change of Law. Except as expressly provided herein in relation to the Injunctive Relief, the Settlement will not be affected by any future change, modification, reversal or clarification of law. Any change, modification, reversal or clarification of law will not affect the validity or enforceability of the Settlement unless such change, modification, reversal or clarification of law renders this Agreement unlawful.

12.5 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.

12.6 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.

12.7 Parties Represented by Counsel. The undersigned 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.

12.8 Entire Agreement. This Agreement and all exhibits hereto contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action. This Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement.

12.9 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. This Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

12.10 Headings and Formatting of Definitions. The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement. Similarly, bolding and italicizing of definitional words and phrases is solely for the Parties' convenience and may not be used to interpret this Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Agreement.

12.11 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 or their counsel and approved by the court.

12.12 Governing Law. This Agreement is entered into in accordance with the laws of the Commonwealth of Pennsylvania and shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, exclusive of its conflicts of law principles. The Parties agree that for purposes of the Settlement the United States District Court, Eastern District of Pennsylvania may assert general personal jurisdiction over the Parties.

12.13 Agreement Constitutes a Defense. To the extent permitted by law, this Agreement may be pled as a defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.

12.14 Execution Date. This Agreement shall be deemed executed upon the last date of execution by all of the undersigned parties.

12.15 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.

12.16 Recitals. The Recitals are incorporated by this reference and are part of the Agreement.

12.17 No Conflict Intended. Any inconsistency between this Agreement and the attached exhibits will be resolved in favor of this Agreement.

12.18 Class Counsel Signatories. Because the members of the Settlement Class could potentially be numerous, it is impossible or impractical to have each member of the Settlement Class execute this Agreement. The Long Form Notice to the Settlement Class described above will advise all members of the Settlement Class of the binding nature of the releases in this Agreement. Such Long Form Notice, when approved by the Court and completed by the Parties, will have the same force and effect as if this Agreement were executed by each Settlement Class Member who does not timely opt out of the Settlement.

12.19 Notices. Any notice, instruction, objection or application to the Court sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Lake to the attention of Lake's Counsel, and if to Settlement Class Members to the attention of Class Counsel on their behalf.

FOR PLAINTIFF

HONIK LLC

By: *Ruben Hank*

Date: 6/23/2026

FOR DEFENDANT

MICHAEL BEST & FRIEDRICH LLP

By: *Jordan Factor*

Date: 6/23/26

KANNER & WHITELEY LLC

By: *Conley Whiteley*

Date: 6/23/2026

List of Exhibits: The following exhibits are attached to this Agreement:

- Exhibit 1: [Proposed] Preliminary Approval and Provisional Class Certification Order
- Exhibit 2: Long Form Notice
- Exhibit 3: Email Notice
- Exhibit 4: Claim Form
- Exhibit 5: [Proposed] Final Approval Order and Judgment

EXHIBIT 1

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

LORISA PINEDA, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

LAKE CONSUMER PRODUCTS, INC.,

Defendant

Case No. 24-cv-1074

[PROPOSED] PRELIMINARY APPROVAL ORDER

Plaintiffs Lorisa Pineda (“Plaintiff”), individually and on behalf of the proposed Settlement Class,¹ seeks preliminary approval of a proposed Settlement of claims against Defendant Lake Consumer Products, Inc. (“Defendant”). For the reasons set forth herein, the Court GRANTS preliminary approval and GRANTS preliminary certification of the Settlement Class for settlement purposes only.

I. BACKGROUND

Plaintiff initiated this lawsuit on March 12, 2024, on behalf of themselves and a class of persons who purchased Defendant’s Products, including without limitation MG217 Psoriasis Extra Strength Shampoo, MG217 Psoriasis Medicated Conditioning 3% Coal Tar Shampoo, and MG217 Dandruff Therapeutic Shampoo. Plaintiff generally alleges that Lake did not properly manufacture the Products in accordance with current Good Manufacturing Practices (“cGMPs”)

¹ Unless otherwise specifically defined herein, all capitalized terms have the same meanings as those set forth in the parties’ Settlement Agreement.

and industry practice as to the levels of benzene present in the Products. Plaintiff, through the Action, seeks to represent a nationwide class of consumers and alleges claims for: (1) breach of express warranty; (2) breach of implied warranty; (3) fraud (affirmative misrepresentation, omission, and concealment); (4) negligent misrepresentation and omission; (5) violation of consumer protection law; (6) negligence; and (7) unjust enrichment.

The Parties conducted an investigation of the facts and analyzed relevant legal issues regarding the claims asserted in the Action. The Parties have exchanged documents, information, and written disclosures.

The Parties engaged in arm's length negotiations, including with and through a neutral mediator, the Hon. Joel Schneider (Ret.), former United States Magistrate Judge for the District of New Jersey. As a result of these efforts, the Parties reached a resolution reflected in the Settlement Agreement currently before the Court.

Having read the papers filed and reviewed the materials submitted, the Court finds that the proposed Settlement is fair, reasonable, and adequate. The Court finds as follows:

II. SETTLEMENT TERMS

A. The Proposed Settlement Class

The Settlement Agreement contemplates certification of the following Settlement Class for settlement purposes only: all persons in the United States or its territories who purchased any of the Products for personal, family or household purposes between January 1, 2021 and the date on which Plaintiff filed a motion seeking preliminary approval of the Settlement excluding (a) any individuals who have pending litigation against Lake; (b) any Settlement Class Members who file a timely request for exclusion; (c) any current officers, directors, or shareholders of Lake; (d) any legal counsel or employee of legal counsel for Lake; (e) any federal, state, or local government

entities; and (f) any judicial officers presiding over the Action and the members of their immediate family and judicial staff.

The Settlement Agreement, if approved, will create a non-reversionary Cash Settlement Fund of \$700,000 and a Non-Monetary Fund of \$500,000 in Vouchers, for a total Settlement Benefit of \$1,200,000, to resolve the claims of Plaintiff and all Settlement Class Members against Defendant, and would end this Action. The Cash Settlement Fund will provide direct cash payments to Settlement Class Members who do not exclude themselves from the Settlement, as well as pay the costs of settlement notice and administration, Plaintiff's Counsel's Fees and Expenses, and any Class Representative Service Payment that the Court may approve.

B. Settlement Administrator and Administration Costs

The proposed Settlement Administrator is Fidexis, LLC, a reputable class action administration firm in the United States. The administrative costs of the Settlement will be paid from the Cash Settlement Fund.

C. Class Member Release

Upon the Effective Date, and in consideration for the cash payments, vouchers, and other promises contained in the Settlement Agreement, each Settlement Class Member who does not timely opt-out of the Settlement shall release the Released Parties from claims arising out of or relating to those alleged in this Action, according to the form of Release contained in the Settlement Agreement.

D. Proposed Notice and Claims Program

The proposed Class Notice as provided in the Settlement Agreement consists of direct email notice to Settlement Class Members whose contact information is reasonably attainable by the Settlement Administrator. The Settlement Administrator also will initiate a reasonably

tailored Internet Notice campaign. A Settlement Website will allow Settlement Class Members to view and download the Long Form Notice and other enumerated case documents, including a Claim Form that allows a Settlement Class Member to modify their contact information or to elect the form of payment. Defendant's Counsel and the Settlement Administrator will also ensure that the necessary and timely notice is provided to any state or federal officers as required by the Class Action Fairness Act, 28 U.S.C. § 1715.

E. Requests for Exclusion and Objections

The Class Notice will advise Settlement Class Members of their right to exclude themselves from the Settlement or to object to the Settlement and/or to Class Counsel's application for attorneys' fees and costs, and/or to any requested Class Representative Service Payment.

Settlement Class Members who choose to exclude themselves must follow the procedures set forth in the Settlement Agreement. Any Settlement Class Member who does not submit a request to exclude per the deadlines and other requirements set forth in the Settlement Agreement and herein will be bound by the Settlement absent a court order to the contrary.

Settlement Class Members who have not submitted a timely written exclusion request and who wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement, may elect to object to the Settlement Agreement by following the deadlines and other requirements for written objections as set forth in the Settlement Agreement and herein.

F. Attorneys' Fees and Expenses and Class Representative Service Payment

The Settlement Agreement contemplates Class Counsel petitioning the Court for attorneys' fees, as well as reasonable expenses incurred by Class Counsel. The Parties have not discussed, nor agreed to, any particular amount of Plaintiffs' Counsel's Fees, but Plaintiffs' Counsel do not

currently intend to seek an amount of attorneys' fees exceeding one-third of the Settlement Benefit, in addition to expenses. Any approved fees and expenses will be paid from the Cash Settlement Fund prior to distribution to the Settlement Class Members. Class Counsel may also petition the Court for up to \$10,000 for the Class Representative as a Class Representative Service Payment to compensate for such person's time and effort in the Action. Any approved payment will be deducted from the Cash Settlement Fund prior to distribution to the Settlement Class Members.

Neither final approval, nor the size of the Cash Settlement Fund, are contingent upon approval of the full amount of requested Plaintiff's Counsel's Fees and Expenses or the Class Representative Service Payment.

III. FINDINGS AND ORDERS

A. The Settlement Agreement Warrants Preliminary Approval

The Court finds, on a preliminary basis, that the Settlement Agreement is within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has reviewed the terms of the Settlement and preliminarily finds the Settlement to be fair, reasonable, and adequate. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action, and provides substantial relief to the Settlement Class without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement Agreement: (a) is the result of arm's-length negotiations between experienced class action attorneys; (b) is sufficient to warrant notice of the Settlement and the Fairness Hearing to be disseminated to the Settlement Class; and (c) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the Class Action Fairness Act, 28 U.S.C. § 1715, and the United States Constitution.

B. Certification For Settlement Purposes Is Appropriate

On a motion for preliminary approval, the parties must also show that the Court “will likely be able to . . . certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(c)(1). The Court finds for purposes of settlement only that the Settlement Class meets all the requirements of Fed. R. Civ. P. 23(a) and (b)(3) and (g). This includes appointment of Lorisa Pineda as the Class Representatives, and Ruben Honik and David J. Stanoch of Honik LLC and Conlee S. Whiteley of Kanner & Whiteley LLC as Class Counsel, as each of the foregoing satisfies Fed. R. Civ. P. 23(a)(4) and (g), as applicable.

C. The Settlement Administrator and Notice Plan Is Approved

Due process under Fed. R. Civ. P. 23 requires that class members receive notice of the Settlement and an opportunity to be heard and participate in the litigation. *See* Fed. R. Civ. P. 23(c)(2)(B). The Court finds that the proposed Class Notice plan in the Settlement Agreement, which consists of direct Email Notice, Internet Notice, and a Settlement Website, comports with due process, Rule 23, and all other applicable laws. The proposed Settlement Administrator also appears to be appropriately qualified and is hereby approved to serve as Settlement Administrator.

IV. SCHEDULE AND PROCEDURES

The Court orders the following schedule and procedures for disseminating the Class Notice, requesting exclusion from the Settlement Class, objecting to the Settlement, filing the motion for the Plaintiffs Counsel’s Fees and Expenses and the Class Representative Service Payments, filing the Motion for Final Approval, and submitting Claims:

Event	Dates
Settlement Administrator serves CAFA notices (<i>see</i> Settlement § 9.3)	10 calendar days after filing of Motion for Preliminary Approval
Deadline for Defendant to pay estimated notice costs in the amount of \$100,000.00 to Settlement Administrator (<i>id.</i> § 3.2)	10 bank days after Preliminary Approval Order
Notice Period begins – Settlement Administrator launches Settlement Website, issues Email Notice, initiates Internet Notice (<i>id.</i> §§ 1.22, 9.2)	20 calendar days after Preliminary Approval Order
Deadline for Plaintiffs’ Counsel’s Motion for Attorneys’ Fees, Costs, and Class Representative Service Payments (<i>id.</i> § 4.1)	40 calendar days after Preliminary Approval Order
Deadline for Settlement Administrator to post on Settlement Website the Plaintiffs’ Counsel’s Motion for Attorneys’ Fees, Costs, and Class Representative Service Payments (<i>id.</i> § 9.2)	45 calendar days after Preliminary Approval Order
Claim, Exclusion, and Objection Deadlines (<i>id.</i> §§ 1.4 1.15, 1.22, 1.23)	60 calendar days after Preliminary Approval Order
Settlement Administrator provides Parties’ counsel with list of exclusion requests and objections, and claims metrics (<i>id.</i> § 7.3)	65 calendar days after Preliminary Approval Order
Fairness Hearing	At least 75 days after Preliminary Approval Order

V. FAIRNESS HEARING

The Fairness Hearing shall be held before this Court on **DATE, at TIME in Courtroom XX**, U.S. District Court, _____ to determine: (a) whether the proposed Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether the Final Approval Order dismissing the Action with prejudice should be entered; (c) whether to approve payment of Plaintiff’s Counsel’s Attorneys’ Fees and Expenses; and (d) whether to approve payment of the Class Representative Service Payment for Plaintiff as

requested by Class Counsel.

VI. OTHER PROVISIONS

Class Counsel and Defense Counsel are authorized to take, without further Court approval, all necessary and appropriate steps to implement the Settlement, including the proposed Class Notice plan provided in the Settlement Agreement. The deadlines set forth in this Order may be extended by Order of the Court without further notice to Settlement Class Members, except that notice shall be posted on the Settlement Website. Settlement Class Members should check the Settlement Website regularly for updates and further details regarding the deadlines. Exclusions and objections must meet the deadlines and follow the requirements set forth in the approved Class Notice to be valid, although the Court will accept exclusions and objections deemed to be in substantial compliance.

If for any reason the Court does not execute and file an Order of Final Approval, or if the Effective Date does not occur for any reason, the Parties will be restored to the *status quo ante* as set forth more specifically in the Settlement Agreement.

VII. CONCLUSION

Accordingly, the Court having considered the Motion for Preliminary Approval of Class Action Settlement and Provisional Certification of the Settlement Class, it is hereby ORDERED that:

1. The Motion is GRANTED;
2. The proposed Settlement Class is certified for settlement purposes only pursuant to Rules 23(a) and 23(b)(3) and (g) of the Federal Rules of Civil Procedure;
3. Plaintiff Lorisa Pineda is appointed as Class Representatives;
4. Ruben Honik and David J. Stanoch of Honik LLC, and Conlee S. Whiteley of

Kanner & Whiteley LLC, are appointed as Class Counsel;

5. Fidexis, LLC is approved as Settlement Administrator; and

6. The proposed Class Notice plan complies with the requirements of Rule 23 and Due Process, and Class Notice is to be sent to the Settlement Class Members as set forth in the Settlement Agreement and pursuant to the deadlines above.

IT IS SO ORDERED, this _____ day of _____, 2026

Henry, J.

EXHIBIT 2

United States District Court for the Eastern District of Pennsylvania

Lorisa Pineda v. Lake Consumer Products, Inc., Case No. 5:2024-cv-01074-CH

**If You Purchased MG217® Coal Tar Shampoo Products,
You May Be Eligible for a Cash Refund and/or a Product
Voucher From a Class Action Settlement**

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

- A Proposed Settlement has been reached in a class action lawsuit. Purchasers of MG217® coal tar shampoo products, such as MG217® Psoriasis Extra Strength, MG217® Psoriasis Medicated Conditioning 3% Coal Tar Shampoo, and MG217® Dandruff Therapeutic Shampoo (the “Products”), sued the manufacturer, Lake Consumer Products, Inc. (“Lake”), generally alleging that Lake did not properly manufacture these products in accordance with current Good Manufacturing Practices (“cGMPs”) and industry practice as to the levels of benzene present in the Products. Lake denies Plaintiff’s claims and denies any fault or wrongdoing. The Court has not decided whether Lake did anything wrong. The parties agreed to the Proposed Settlement to resolve the lawsuit to avoid the expenses and uncertainties of continuing the lawsuit.
- You are eligible to participate in the Proposed Settlement if you purchased any formulation of the Products in the United States from January 1, 2021 until [Date of Filing of Preliminary Approval]:

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

YOUR LEGAL RIGHTS AND OPTIONS	
WHAT IS THIS?	A Settlement has been reached in a class action lawsuit. The lawsuit involves Lake. Plaintiff generally alleges that Lake did not properly manufacture the Products in accordance with current Good Manufacturing Practices (“cGMPs”) and industry practice as to the levels of benzene present in the Products. Lake denies Plaintiff’s claims and denies any fault or wrongdoing. The Court has not decided whether Lake did anything wrong. The parties agreed to the Proposed Settlement to resolve the lawsuit in order to avoid the expenses and uncertainties of continuing the lawsuit.

**Questions? Visit INSERT
or Contact the Settlement Administrator Toll Free at [REDACTED]**

YOUR LEGAL RIGHTS AND OPTIONS	
SUBMIT A CLAIM FORM POSTMARKED BY [DATE]	This is the only way to receive a monetary payment or voucher from the Proposed Settlement. By remaining in the Proposed Settlement, whether or not you submit a claim, you will give up any rights to sue Lake separately about the legal claims in this lawsuit. Claim Forms are available at [settlement website url]. For more detail about the claim process, please see questions 5, 6 and 7 below.
EXCLUDE YOURSELF FROM THE CLASS BY [DATE]	If you opt out of the Proposed Settlement, you will not be eligible to receive the monetary payment or voucher, but you will keep your right to sue Lake about the same legal claims in this lawsuit. Requests for exclusion must be postmarked by [date] and mailed to [address]. For more detail about excluding yourself from the Class, please see questions 9 and 11 below.
OBJECT OR COMMENT BY [DATE]	You may write to the Court about why you do, or do not, like the Proposed Settlement. You must remain in the class to comment in support of or in opposition to the Settlement. Objections and comments must be filed with the Court and served on the Parties by [date]. For more detail about objecting or commenting, please see questions 10 and 11 below.
APPEAR IN THE LAWSUIT OR ATTEND A HEARING ON [DATE]	You may ask to speak in Court about the fairness of the Proposed Settlement. Written notice of your intent to appear in the Lawsuit must be filed with the Court and served on the Parties by [date]. You may enter your appearance in Court through an attorney at your own expense if you so desire. For more detail about appearing in this lawsuit or attending the final hearing, please see questions 10, 14, 15 and 16 below.
DO NOTHING	By doing nothing, you will not receive a monetary payment. You will also give up any rights to sue Lake separately about the legal claims in this lawsuit.

- Your rights and options – **and the deadlines to exercise them** – are further explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Proposed Settlement. The Settlement Benefit (*i.e.*, the monetary payments and vouchers described herein) will be made available if the Court approves the Settlement, and after any appeals are resolved, if they are resolved in favor of settlement approval.
- If you have any questions, please read on and/or visit [settlement website url].

**Questions? Visit INSERT
or Contact the Settlement Administrator Toll Free at []**

BASIC INFORMATION

1. Why did I get this notice?

If you purchased any of the Products, as described on page 1 of this Notice, you have a right to know about the proposed Settlement of a class action lawsuit and your options. If you have received word of this Notice in the mail or by e-mail, you have been identified from available records as a possible purchaser of the Products at issue in the lawsuit. You also may have received this Notice because you requested more information after reading the Settlement Website. If the Court approves it, and if objections and all appeals are resolved in favor of settlement approval, an administrator approved by the Court will oversee the distribution of the Settlement Benefits that the Proposed Settlement allows. You will be informed of the progress of the Proposed Settlement on the settlement website.

This Notice explains the lawsuit, the Proposed Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. Judge Henry of the United States District Court for the Eastern District of Pennsylvania is overseeing the lawsuit, which is known as *Lorisa Pineda v. Lake Consumer Products, Inc.*, Case No. 5:2024-cv-01074-CH. The persons who sued are called the Plaintiff, and the company they sued, Lake, is called the Defendant. The Proposed Settlement resolves the pending action styled *Lorisa Pineda v. Lake Consumer Products, Inc.*, Case No. 5:2024-cv-01074-CH (the “Action”).

2. What is this lawsuit about?

In this lawsuit, the Plaintiff claims that Lake failed to manufacture these products in accordance with current Good Manufacturing Practices (“cGMPs”) and industry practice. Lake denies Plaintiff’s claims, denies any wrongdoing, and asserts that the Products are safe and conform with all state and federal regulations. The Court has not determined which side is right. Rather, the Parties have agreed to settle the lawsuit to avoid the expenses and uncertainties associated with ongoing litigation.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The named plaintiffs who sued – and all the Class Members like them – are called the Plaintiffs. The company they sued (in this case, Lake) is called the Defendant. One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

4. Am I part of this Class?

You are part of the class if you purchased any variety of the Products in the United States from January 1, 2021 until [Date of Filing of Motion for Preliminary Approval].

THE SETTLEMENT BENEFITS

Questions? Visit INSERT
or Contact the Settlement Administrator Toll Free at [REDACTED]

5. What does the Settlement provide?

Lake has agreed to provide \$1,200,000 in settlement benefits in the form of a non-reversionary Cash Settlement Fund in the amount of \$700,000 and a non-reversionary Non-Monetary Fund in the amount of \$500,000 in vouchers.

If the Settlement is approved and becomes final, it will provide the following benefits to Class Members. If you submit a timely and valid Claim Form, you will receive a Cash Benefit or Voucher, depending on which benefit you select.

Cash Benefit. Settlement Class Members who submit a valid and timely Claim Form will be entitled to a cash payment (the “Cash Benefit”) equal to the amount of the purchase price for each qualifying purchase accompanied by a Proof of Purchase, subject to a pro rata increase or decrease based on the number of Claims received that were accompanied by Proofs of Purchase. An Authorized Claimant may receive a Cash Benefit up to \$7.00 for each qualifying purchase not accompanied by a Proof of Purchase, subject to a pro rata increase or decrease based on the number of qualifying purchases claimed without Proof of Purchase. The Settlement Administrator will calculate and implement the pro rata increases or decreases described in this Section to ensure the Net Cash Settlement Fund is paid fully to Authorized Claimants. At the discretion of Class Counsel, the Settlement Administrator may implement a cap on the total amount of Cash Benefits an Authorized Claimant may receive for each qualifying purchase not accompanied by a Proof of Purchase.

The actual amount of these cash benefits, however, is currently unknown because the amount depends in large part on the number of Settlement Class Members who submit timely and valid Claim Forms. The exact amount of Settlement Class Members’ Cash Benefits cannot be determined until the notice process is complete and the Court makes a final decision on the amount of attorneys’ fees (i.e., the amount of compensation for legal services provided by the Class Counsel), reimbursable costs and expenses awarded to Class Counsel (i.e., the costs and expenses incurred to litigate the case that Class Counsel may be reimbursed for), settlement administration costs (i.e., the amount paid to the third-party Settlement Administrator for administering the Settlement) and any Service Payment to the Class Representative (i.e., funds that may be awarded to the Class Representative to compensate for their participation in the Action), and until the Settlement Administrator has received and validated the total number of claims.

Voucher. Settlement Class Members who submit a valid and timely Claim Form may elect to receive a Voucher. Vouchers are redeemable after the purchase of any of the MG217® Product Line via the code that will be provided by the Settlement Administrator along with a proof of purchase. Vouchers do not expire and may be applied in addition to other discount codes, promotions, or gift cards. Vouchers are transferrable and are not required to be used in a single transaction. An Authorized Claimant may elect in a Claim Form to receive both a Cash Benefit and a Voucher provided they submit Proof of Purchase.

One Voucher in the amount of a \$25.00 credit will be allocated to each Authorized Claimant who elects to receive Voucher, up to a maximum distribution of Vouchers equal to the value of the Non-Monetary Fund. If the total value of Vouchers elected exceeds the Non-Monetary Fund after a first distribution, each Voucher’s value will be reduced on a pro rata basis so that the total does not exceed the Non-Monetary Fund. If the total value of Vouchers elected does not

**Questions? Visit INSERT
or Contact the Settlement Administrator Toll Free at [REDACTED]**

exceed the Non-Monetary Fund after a first distribution, an additional distribution will be made of one Voucher to each Authorized Claimant whether they elected a Cash Benefit, Voucher, or both. Subsequent one Voucher distributions will be made the same way until the Non-Monetary Fund is exhausted, provided no individual Authorized Claimant receives more than \$50.00 in Vouchers. If any Vouchers remain after all possible distributions, those Vouchers will be distributed to the cy pres recipient identified in Section 3.8.

Injunctive Relief. Lake has agreed to not manufacture, market, distribute, or sell any of the Products unless the amount of coal tar in the finished product is no more than 0.5% by weight.

The Parties have further agreed that Lake will pay the costs to administer this Proposed Settlement, reasonable attorneys' fees, costs and expenses, and a payment to the named Plaintiff (see questions 13 and 15 below) out of the Settlement Fund. A detailed description of the settlement benefits can also be found in the Settlement Agreement here [\[INSERT hyperlink\]](#).

6. When will I get my monetary payment?

The hearing to consider the fairness of the Settlement is scheduled for [\[Final Approval Hearing Date\]](#). If the Court approves the Settlement, then eligible Class Members whose claims were approved by the Claims Administrator will receive their payment within the time specified in the Settlement has been finally approved and/or after any appeals process is complete. Class members may choose to receive payments electronically (e.g., PayPal, Venmo, InstaPay, etc.), or will receive payments by paper check or prepaid debit card.

HOW TO GET THE SETTLEMENT BENEFITS

7. How do I get my monetary payment or voucher?

If you are a Class Member and want to receive a payment under the Settlement, you must complete and submit a Claim Form no later than [\[Claims Deadline\]](#). Claims Forms can be found and submitted on-line, or they can be mailed and postmarked by [\[Claims Deadline\]](#). You may have received a link to the Claim Form via e-mail, or in the mail as a postcard notice of the Settlement. To submit a Claim Form on-line or to request a paper copy, go to [www. .com](#) or call toll free, 1-800-[XXX-XXXX](#).

To be considered valid, the Claim Form must contain the Settlement Class member's name, mailing address, attestation of purchase(s) of Products showing the number of Products purchased during the Class period, and must be signed by the Settlement Class Member under penalty of perjury.

YOUR RIGHTS AND OPTIONS

8. What happens if I do nothing at all?

If you do nothing, then you will remain in the Class and not receive any payment from this Settlement. If the Court approves the Settlement, you will be bound by its terms, you will no longer have the ability to sue Lake with respect to the claims being resolved by the Settlement, and your claims will be released and dismissed.

Questions? Visit [INSERT](#)
or Contact the Settlement Administrator Toll Free at [\[REDACTED\]](#)

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

9. How do I exclude myself from the Settlement?

If you exclude yourself from the Settlement – which is sometimes called “opting out” – you won’t get any money or benefits from the Settlement. However, you may then be able to separately sue or continue to sue Lake for the legal claims that are the subject of the lawsuit. If you bring your own lawsuit against Lake after you exclude yourself, you will have to hire your own lawyer for that lawsuit, and you will have to prove your claims.

To exclude yourself from the Settlement, you must submit an electronic or written request for exclusion to the Claims Administrator, stating that you “want to be excluded from the Settlement in *Lorisa Pineda v. Lake Consumer Products, Inc.*, Eastern District of Pennsylvania, Case No. 5:2024-cv-01074-CH.” Your request for exclusion must also include your name, current address, and telephone number. And the request must be signed/e-signed and dated by you. If submitted in hard copy, your request for exclusion must be mailed and postmarked on or before [Objection/Exclusion Deadline] to:

[MAILING ADDRESS]

10. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement if you don’t like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. To object, you must submit a written objection by U.S. Mail to the Settlement Administrator entitled “Objection to Class Settlement in *Lorisa Pineda v. Lake Consumer Products, Inc.*, Eastern District of Pennsylvania, Case No. 5:2024-cv-01074-CH” that identifies all the reasons for your objections and any legal and factual support for those reasons. Your written objection must also include your name, address, telephone number, and email address if available, and it must state information showing that you are a Class Member (i.e. Proof of Purchase or a verification under penalty of perjury as to the date and location of your purchase(s)). It must also state if you are represented by legal counsel, and, if so, provide contact information for your lawyer, including his or her email address if available. The objection must be signed by you or your authorized representative.

If you intend to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in questions 14, 15 and 16), you must also state your intention to appear in your written objection.

You must file your written objection with the Court and mail a copy to the following persons and places, postmarked no later than [Objection/Exclusion Deadline].

Questions? Visit INSERT
or Contact the Settlement Administrator Toll Free at [REDACTED]

Court	Class Counsel	Lake's Counsel
The Honorable Catherine Henry United States District Court for the Eastern District of Pennsylvania 602 Market Street Philadelphia, PA	Ruben Honik David J. Stanoch Honik LLC 1515 Market St., Suite 1100 Philadelphia, PA 19102 ruben@honiklaw.com david@honiklaw.com Conlee S. Whiteley Kanner & Whiteley LLC 701 Camp Street New Orleans, LA 70130 c.whiteley@kanner-law.com	Jordan Factor Vandana Koelsch Michael Best & Friedrich LLP 675 15th Street, Suite 2000 Denver, CO 80202 Jordan.Factor@michaelbest.com Vandana.Koelsch@michaelbest.com Eric C. Milby Zachary Silverstein Lundy Beldecos & Milby PC 450 N. Narberth Ave Narberth, PA 19072-1898 emilby@lbmlaw.com zsilverstein@lbmlaw.com

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

Objecting means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Settlement means that you do not want to be part of the Class. If you exclude yourself, then you have no basis to object to the Settlement because the case no longer affects you.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court appointed the law firms of Honik LLC and Kanner & Whiteley LLC to represent the Plaintiff and all Class Members as "Class Counsel." Class Counsel believe, after conducting an extensive investigation, that the Settlement is fair, reasonable, and in the best interests of the Class Members. You will not be charged for these lawyers. If you want to be represented by a different lawyer in this case, you may hire one at your own expense.

13. How will the lawyers be paid?

A portion of the Cash Settlement Fund will be used to pay Class Counsel's attorneys' fees and costs, in an amount subject to approval by the Court. The Parties have not agreed to any particular amount of Plaintiff's Counsel's Fees, but Plaintiff's Counsel do not currently intend to seek an amount of attorneys' fees exceeding one-third of the net value created for the Class between the Cash Settlement Fund and Non-Monetary Fund. Any attorney's fees and costs

Questions? Visit INSERT
or Contact the Settlement Administrator Toll Free at [REDACTED]

approved by the Court will be paid from the Cash Settlement Fund.

THE CLASS REPRESENTATIVES REPRESENTING YOU

14. Who is the class representative?

The Class Representative that has been appointed by the Court to represent the Class is Plaintiff Lorisa Pineda.

15. Will the class representatives be paid?

As part of this Settlement and subject to approval by the Court, the Class Representative will apply for an award not to exceed \$10,000 to compensate them for their services as the representative of the Settlement Class. Any service amount awarded by the Court to the Class Representative will be paid from the Cash Settlement Fund. The award will be in addition to any other benefit to which the Class Representatives will be entitled as a Settlement Class Member.

THE COURT'S FINAL APPROVAL HEARING FOR THE SETTLEMENT

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

The Court will hold the Final Approval Hearing at [Time] on [Date] in U.S. District Court, [Place]. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider Class Counsel's request for attorneys' fees, costs and expenses. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so please check [settlement website url] or call 1-800-XXX-XXXX from time to time. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the time and date of such hearing.

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

No. You do not need to attend the Final Approval Hearing. Class Counsel will answer any questions the Court may have on behalf of the Class Members. But, you are welcome to attend the Final Approval Hearing at your own expense. If you submit an objection or comment, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay to have another lawyer attend on your behalf, but that is not required.

18. May I speak at the Final Approval Hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so,

Questions? Visit INSERT
or Contact the Settlement Administrator Toll Free at []

you must include in your written objection to the Settlement a statement saying that it is your intent to appear at the Final Approval Hearing in *Lorisa Pineda v. Lake Consumer Products, Inc.*, Eastern District of Pennsylvania, Case No. 5:2024-cv-01074-CH. Your written objection and notice of intent to appear must be postmarked no later than [Objection/Exclusion Deadline], and sent to the addresses listed in question 10.

GETTING MORE INFORMATION

19. Are more details available?

This Notice summarizes the Settlement. More details are in the Settlement Agreement, which can be found at [settlement website url]. You may also write with questions to [MAILING ADDRESS]. You can also call the Claims Administrator at 1-800-XXX-XXXX or Class Counsel at [INSERT] or [INSERT] (Toll Free), if you have questions.

EXHIBIT 3

SHORT-FORM NOTICE

IF YOU PURCHASED MG217® COAL TAR SHAMPOO PRODUCTS, YOU MAY BE ELIGIBLE FOR A CASH REFUND AND/OR A PRODUCT VOUCHER FROM A CLASS ACTION SETTLEMENT

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

YOUR UNIQUE ID:	XXXXXXXXXXXX
PLEASE SAVE THIS NUMBER TO FILE A CLAIM	

On [redacted], 2026, the U.S. District Court for the Eastern District of Pennsylvania granted preliminary approval of this class action Settlement. The Court directed the parties to send this notice to inform Settlement Class Members about the class action, the Settlement and Settlement Class Members’ options. Because you may be a Settlement Class Member, you may be eligible to receive a **payment and/or voucher** from the Settlement.

If the Court gives final approval to the Settlement, each Settlement Class Member who properly and timely completes and submits a Valid Claim Form by [DATE] will receive a cash payment and/or product voucher.

Please visit [settlement website url] for more information. After you read the information in this notice, you may click on the button below to file a claim:

FILE A CLAIM

Este aviso en inglés es referente al acuerdo propuesto en una demanda colectiva referente a los productos de champú de alquitrán de hulla de marca MG217®, tales como MG217® Psoriasis Extra Strength, MG217® Psoriasis Medicated Conditioning 3% Coal Tar Shampoo, y MG217® Dandruff Therapeutic Shampoo. El acuerdo propuesto posiblemente afecte sus derechos legales. Para el mismo aviso en español, por favor visite [settlement website url].

WHAT IS THE LAWSUIT AND THIS SETTLEMENT ABOUT?

Plaintiff in this lawsuit, a purchaser of MG217® coal tar shampoo products such as MG217® Psoriasis Extra Strength, MG217® Psoriasis Medicated Conditioning 3% Coal Tar Shampoo, and MG217® Dandruff Therapeutic Shampoo (the “Products”), sued the manufacturer, Lake Consumer Products, Inc. (“Lake”), generally alleging that Lake did not properly manufacture these products in accordance with current Good Manufacturing Practices (“cGMPs”) and industry practice as to the levels of benzene present in the Products. Lake denies Plaintiff’s claims and denies any fault or wrongdoing. The Court has not decided whether Lake did anything wrong. The parties agreed to the Proposed Settlement to resolve the lawsuit to avoid the expenses and uncertainties of continuing the lawsuit.

WHO IS AFFECTED BY THE SETTLEMENT?

You are a Settlement Class Member affected by the Settlement if you purchased any of the Products for personal, family or household purposes between January 1, 2021, and the date on which Plaintiff filed a motion seeking preliminary approval [DATE] in the United States or its territories excluding (a) any individuals who have pending litigation against Lake; (b) any Settlement Class Members who file a timely request for exclusion; (c) any current officers, directors, or shareholders of Lake; (d) any legal counsel or employee of legal counsel for Lake; (e) any federal, state, or local government entities; and (f) any judicial officers presiding over the Action and the members of their immediate family and judicial staff.

For more details about who is affected, visit [settlement website url].

WHAT DOES THE SETTLEMENT PROVIDE?

Lake has agreed to provide \$1,200,000 in settlement benefits in the form of a non-reversionary Cash Settlement Fund in the amount of \$700,000 and a non-reversionary Non-Monetary Fund in the amount of \$500,000 in Vouchers.

If the Settlement is approved and becomes final, it will provide the following benefits to Class Members. If you submit a timely and valid Claim Form, you will receive a Cash Benefit or Voucher, depending on which benefit you select.

Cash Benefit. Settlement Class Members are eligible for a cash payment (the “Cash Benefit”) equal to the amount of the purchase price for each qualifying purchase accompanied by a Proof of Purchase, subject to a pro rata increase or decrease based on the number of Claims received that were accompanied by Proofs of Purchase. An Authorized Claimant may receive a Cash Benefit up to \$7.00 for each qualifying purchase not accompanied by a Proof of Purchase, subject to a pro rata increase or decrease based on the number of qualifying purchases claimed without Proof of Purchase. The actual amount of these cash benefits, however, is currently unknown. More important details are available at [settlement website url]

Voucher. Settlement Class Members are eligible for a Voucher in the amount of \$25.00 redeemable after the purchase of any of the MG217® Product Line via the code that will be provided by the Settlement Administrator along with a proof of purchase, subject to a potential pro rata reduction. You may receive both a Cash Benefit and a Voucher provided they submit Proof of Purchase. More important details are available at [settlement website url]

Lake has also agreed to maintain a lower amount of coal tar in the Products. For details on these changes, see Section 3.12 of the Settlement Agreement, which is available at [settlement website url].

For more details about the settlement benefits, read the Long Form Notice or Settlement Agreement available at [settlement website url]. You may also call (XXX) XXX-XXXX.

WHAT ARE YOU GIVING UP TO RECEIVE SETTLEMENT BENEFITS?

Unless you exclude yourself from the Settlement Class, you are a Settlement Class Member and will be legally bound by all orders and judgments of the Court, including the terms of the Settlement Agreement. You will not be able to sue or continue to sue Lake about claims related to the lawsuit, except for any physical injury claims which are specially excluded from the Settlement.

Staying in the Settlement Class also means that you agree to the release of claim provisions (“Release”), which describe the legal claims that you give up, in the Settlement Agreement. For more details about the Release, read the Full Notice or Settlement Agreement available at [\[settlement website url\]](#). You may also call [\(XXX\) XXX-XXXX](#).

WHAT ARE YOUR OPTIONS?

Submit a claim. Submitting a claim is the only way to get a Cash Benefit and/or Voucher under the Settlement. Click the button at the top of this notice or visit the settlement website, [\[settlement website url\]](#), to file a claim electronically. If you file a claim, you will give up the right to sue Lake in a separate lawsuit about the claims this Settlement resolves. You have until **[Month Day, Year]** to submit a claim.

Exclude yourself from the Settlement. If you do not want to be legally bound by the Settlement, you may exclude yourself (“opt-out”) by sending a written notice of your intention to opt out of the Settlement to the Settlement Administrator by U.S. mail to the following address: [\[MAILING ADDRESS\]](#). If you opt-out, you will receive no money or voucher, but you will keep your right to sue Defendant for the claims in this litigation. If you opt-out, you may not object to the Settlement either. For more details on how to opt out of the Settlement, please read the Full Notice or Settlement Agreement available at [\[settlement website url\]](#). You may also call [\(XXX\) XXX-XXXX](#). A request for exclusion must be postmarked **no later than [date]**.

Object to the Settlement. If you do not exclude yourself, you may object to the Settlement. You may both object and submit a claim under the Settlement. You will still be bound by the Settlement if your objection is rejected. For more details on how to object to the Settlement, please read the Full Notice or Settlement Agreement available at [\[settlement website url\]](#). You may also call [\(XXX\) XXX-XXXX](#). Any objection must be in writing and mailed to the Settlement Administrator at the address below and postmarked **no later than [date]**.

Do nothing. You will not receive a Cash Benefit or Voucher under the Settlement. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the claims this Settlement resolves.

For more details about your options, read the Long Notice available at [\[settlement website url\]](#) or call [\(XXX\) XXX-XXXX](#).

THE COURT’S FAIRNESS HEARING

The Court will hold a Fairness Hearing at **[time]** on **[date]** to decide whether to approve the Settlement. The hearing will be in **Courtroom []** at the U.S. District Court, **[Place]**. The Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also consider what amount to award to each of the class representatives as compensation for their services for the Settlement Class, and what amount to award Class Counsel for their attorneys’ fees and costs. You may appear at the Fairness Hearing, on your own behalf or through counsel, but you do not have to.

HOW DO YOU GET A SETTLEMENT BENEFIT?

To obtain a Cash Benefit and/or Voucher, you must timely and properly submit a completed Claim Form **no later than [date]**. The Claim Form may be submitted online at [\[settlement website url\]](#) **no later than [date]** or by mail but must be postmarked **no later than [date]**.

Claim Forms are available at [settlement website url] or you may request one by calling (XXX) XXX-XXXX. You may also file a claim by clicking on the “File A Claim” button below or at the top of this email.

FILE A CLAIM

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

QUESTIONS?



Visit [settlement website url]



Call (XXX)XXX-XXXX



Write Lake Consumer Products Settlement Administrator c/o [name] [address]

EXHIBIT 4

IMPORTANT LEGAL MATERIALS**CLAIM FORM — NATIONWIDE SETTLEMENT****GENERAL INSTRUCTIONS**

You may submit a Claim for a Cash Benefit and/or a Voucher under this Settlement if you purchased any qualifying Products in the United States between January 1, 2021, and **the date of filing of Motion for Preliminary Approval**. The qualifying Products covered by the Settlement are MG217 coal tar shampoos, such as MG217® Psoriasis Extra Strength, MG217® Psoriasis Medicated Conditioning 3% Coal Tar Shampoo, and MG217® Dandruff Therapeutic Shampoo (the “Products”).

To receive a benefit from the Settlement you must complete and return this Claim Form. Completed Claim Forms must be mailed to **administrator name and address** or can be submitted via the **Settlement Website, [website url]**. **Claim Forms must be POSTMARKED OR SUBMITTED ONLINE NO LATER THAN [date] at 11:59 p.m., Local Time.**

Before you complete and submit this Claim Form by mail or online, you should read and be familiar with the Settlement Notice (“the Notice”) available at **[website url]**. Defined terms used in these General Instructions have the same meaning as set forth in the Settlement Agreement. By submitting this Claim Form, you acknowledge that you have read and understand the Notice, and you agree to the Release(s) included as a material term of the Settlement Agreement.

If you fail to timely submit a Claim Form, you may be precluded from any recovery from the settlement fund. If you are a member of the Settlement Class and you do not timely and validly seek to opt-out from the Settlement Class, you will be bound by any judgment entered by the Court approving the Settlement regardless of whether you submit a Claim Form. To receive the most current information and regular updates, please visit the Settlement Website at **[website url]**.

The information will not be disclosed to anyone other than the Court, the Settlement Administrator, and the Parties in this case, and will be used only for purposes of administering this Settlement (such as to audit and review a claim for completeness, truth, and accuracy).

Claim Forms must be submitted by Authorized Claimants themselves. Claim Forms submitted by claim aggregators or other bulk-filers will be rejected by the Settlement Administrator.

Claimant Information

Claimant Name: _____
First Name MI Last Name

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ - _____ - _____ E-Mail Address: _____

Notice ID Number (if applicable): _____

If you received an email notice, the Notice ID Number appears on that notice

Did you purchase one or more Products in the United States or its territories between January 1, 2021, and **the date of filing of Motion for Preliminary Approval**?

Yes or No

Which Benefit(s) are you claiming (*select at least one, you may select both*)?

Cash Benefit Voucher

Cash Benefit

A Cash Benefit is available for Settlement Class Members who purchased at least one Product during the Class Period.

Purchase Information

1. How many Products did you purchase during the Class Period? _____
2. Which products did you purchase? : _____
3. Approximate date(s) of Product purchase(s): _____
4. Where did you buy the products (identify seller) : _____
5. How many Proofs of Purchase are you attaching for your purchase(s)? (not required): _____

Proof of Purchase means a digital or physical receipt, order confirmation, account order history (relevant portion), or other digital or physical documentation from a seller of the Products that reasonably establishes the fact and approximate date of purchase of the Product(s) during the Class Period in the United States or its territories.

For each Product purchase accompanied by a Proof of Purchase, you are eligible to receive up to the amount of the purchase price, subject to a pro rata increase or decrease based on the number of claims received. For each Product purchase not accompanied by a Proof of Purchase, you are eligible to receive up to \$7.00, subject to a pro rata increase or decrease based on the number of claims received. Visit the settlement website at [XXXX](#) for more important details.

Voucher

A **Voucher** in the amount of \$25.00 is redeemable after the purchase of any of the MG217® Product Line via the code that will be provided by the Settlement Administrator along with a proof of purchase. You may claim a Cash Benefit and a Voucher with a Proof of Purchase. Visit the settlement website at [XXXX](#) for more important details.

1. Which products did you purchase? : _____
2. Approximate date(s) of Product purchase(s): _____
3. Where did you buy the products (identify seller) : _____
4. If claiming a Voucher and at least one Cash Benefit, are you attaching at least one Proof of Purchase?
 ___ yes or ___ no

Payment Selection

Please select **one** of the following payment options:

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your Venmo account: _____ - _____ - _____

Zelle - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: _____ - _____ - _____ or Email Address: _____

Virtual Prepaid Card - Enter your email address: _____

Physical Check - Payment will be mailed to the address provided in the Claimant Information section above.

Submission to Jurisdiction of the Court

By signing below, you are submitting to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania.

Certification under Penalty of Perjury

I hereby certify under penalty of perjury that:

1. The information provided in this Claim Form is accurate and complete to the best of my knowledge, information, and belief;
2. The additional documentation information provided to the Settlement Administrator to support my Claim is original or else a complete and true copy of the original(s);
3. I am not: (a) an individual who has pending litigation against Lake; (b) a Settlement Class Member who filed a timely request for exclusion; (c) a current officer, director, or shareholder of Lake; (d) legal counsel, or an employee of legal counsel, for Lake; or (f) a judicial officer presiding over the action styled as *Lorisa Pineda v. Lake Consumer Products, Inc., Case No. 5:2024-cv-01074-CH*, or a member of their immediate family or judicial staff.
4. I have not submitted any other Claim for the same purchases and have not authorized any other Person or entity to do so, and know of no other Person or entity having done so on my behalf;
5. I have not previously received a complete refund for any purchases of the Products for which I am requesting a benefit;
6. I am submitting this Claim Form myself; no aggregator, bulk-filer, or other third-party has submitted it for me;
7. I understand that by not opting out of the Settlement, I have given a complete Release of all settled Claims; and
8. I understand that Claims will be audited for veracity, accuracy, and fraud. Claim Forms that are not valid and/or illegible may be rejected. I agree the Settlement Administrator may contact me for further information.

Signature: _____

Dated: ____/____/____

EXHIBIT 5

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

LORISA PINEDA, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

LAKE CONSUMER PRODUCTS, INC.,

Defendant

Case No. 24-cv-1074

[PROPOSED] FINAL APPROVAL ORDER AND FINAL JUDGMENT

Pending before the Court is Plaintiff Lorisa Pineda’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement of claims against Defendant Lake Consumer Products, Inc. (“Lake” or “Defendant”), and for Award of Plaintiff’s Counsel’s Fees and Expenses and Class Representative Service Payment. The Motion came before the Court for hearing in Courtroom **XX** of the United States District Court for the Eastern District of Pennsylvania on **DATE/TIME**. Having read all the papers filed in connection with the Motion, reviewed all the evidence submitted with respect to the proposed Settlement, and heard the arguments of counsel, the Court finds the proposed Settlement is fair, reasonable, and adequate. The Court finds as follows:

1. Unless otherwise indicated, capitalized terms have the same meanings as those set forth in the Parties' Settlement Agreement.
2. The Court has personal jurisdiction over all Settlement Class Members, and the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto, and to enter this Final Approval Order and Final Judgment.

3. The Class Notice plan implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Settlement, and their right to appear at the Fairness Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court.

4. Of the **XX** Email Notices sent to Settlement Class Members whose contact information was reasonably attainable by the Settlement Administrator, **XX** were returned undeliverable. The Settlement Administrator also initiated the Court-approved Internet Notice campaign and maintained the Settlement Website, which allowed Settlement Class Members to view and download the Long Form Notice and other case documents, including the Claim Form.

5. As of the Objection Deadline, **XX** Class Members have objected to or commented on the Settlement.

6. As of the Exclusion Deadline, the following **XX** Class Members have opted out of the Settlement: **see Exhibit A hereto**.

7. The Court finds that the Settlement Administrator properly notified the appropriate state and federal officials of the Settlement Agreement, pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, and that more than ninety (90) days have elapsed since service of the CAFA notice.

8. Pursuant to Federal Rule of Civil Procedure 23, and for purposes of this Settlement only, the Court finally certifies the Settlement Class, defined as follows: all persons in the United

States or its territories who purchased any Products for personal, family or household purposes between January 1, 2021 and the date on which Plaintiff files a motion seeking preliminary approval of the Settlement excluding (a) any individuals who have pending litigation against Lake; (b) any Settlement Class Members who file a timely request for exclusion; (c) any current officers, directors, or shareholders of Lake; (d) any legal counsel or employee of legal counsel for Lake; (e) any federal, state, or local government entities; and (f) any judicial officers presiding over the Action and the members of their immediate family and judicial staff.

9. The Settlement Class is ascertainable and so numerous that joinder of all members is impracticable. The Settlement Class consists of hundreds or more of class members, and the Settlement Class Members have been determined by objective means from Defendant's records and the claims and notice processes approved by the Court.

10. There are questions of law or fact common to the Settlement Class, centered around the Products and Plaintiff's allegations that Lake did not properly manufacture the Products in accordance with current Good Manufacturing Practices and industry practice as to the levels of benzene present in the Products.

11. The claims of Class Representative Lorisa Pineda are typical of the claims of the Settlement Class Members. The Class Representative and each member of the Settlement Class are alleged to have suffered the same type of injury caused by the same course of conduct.

12. The Class Representative has fairly and adequately represented and protected the interests of the Settlement Class. The Class Representative is a member of the Settlement Class. Neither the Class Representative nor Class Counsel have any conflicts of interest with the Settlement Class Members. The Court confirms Ruben Honik and David J. Stanoch of Honik LLC, and Conlee S. Whiteley of Kanner & Whiteley LLC, as Class Counsel for purposes of the

Settlement, and finds that Class Counsel have demonstrated that they have adequately represented the Settlement Class.

13. The questions of law or fact common to the members of the Settlement Class predominate over any questions affecting only individual members.

14. A class action is superior to other available methods for the fair and efficient adjudication of the controversy, as the Settlement substantially benefits both the litigants and the Court, and there are few manageability issues, as settlement is proposed rather than a further trial.

15. Pursuant to Federal Rule of Civil Procedure 23(e), the Settlement Agreement is, in all respects, fair, reasonable, and adequate, and is in the best interests of all Settlement Class Members, taking into account the following factors: (1) the complexity, expense, and likely duration of the litigation; (2) the reaction of the class to the Settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of Defendant to withstand a greater judgment; (8) the range of reasonableness of the Settlement in light of the best possible recovery; and (9) the range of reasonableness of the Settlement to a possible recovery in light of all the attendant risks of litigation.

16. The plan for distribution of the Settlement Benefits, including the non-reversionary Cash Settlement Fund of \$700,000 and the Non-Monetary Fund of \$500,000 in Vouchers, for a total Settlement Benefit of \$1,200,000, is fair and equitable. The Settlement Administrator shall perform the distribution to Settlement Class Members following the process set forth in the Settlement Agreement without further order of this Court.

17. The Settlement Class Members have been provided due process in receiving notice of the Settlement and Settlement Agreement.

18. The Court has held a hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement. The Court has considered all objections, if any, to the Settlement, certification of the Settlement Class, Plaintiff's Counsel's Fees and Expenses, the Class Representative Service Payment, and entry of this Final Approval Order and Final Judgment, and any such objections are overruled.

19. [REDACTED] is approved an appropriate *cy pres* recipient under the Settlement Agreement.

20. Accordingly, the Court hereby finally APPROVES the proposed Settlement as reflected in the Settlement Agreement, the terms of which, including but not limited to the Releases, are hereby incorporated by reference as though fully set forth herein.

The Court having granted final approval to the Settlement Agreement, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. The Settlement Agreement is approved as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; the Parties and their counsel are directed to implement and consummate the Settlement Agreement according to its terms and provisions; and the Settlement Agreement is declared to be binding on, and have preclusive effect on, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and each Settlement Class Member, who did not timely opt out of the Settlement, against Defendant and the Released Parties.

2. The Parties are hereby directed to take all actions required under the terms and provisions of the Settlement Agreement.

3. To the extent permitted by law, and without affecting the other provisions of this

Final Approval Order and Final Judgment, this Final Approval Order and Final Judgment is intended by the Parties and the Court to be res judicata, and to prohibit and preclude any prior, concurrent, or subsequent litigation brought individually, or in the name of, and/or otherwise on behalf of the Settlement Class Members with respect to any and all claims, rights, demands, actions, causes of action, suits, debts, liens, contracts, liabilities, agreements, costs, expenses, or losses arising out of or relating to the claims released under the Settlement Agreement.

4. All persons who are Settlement Class Members are bound by this Final Approval Order and Final Judgment and are enjoined from instituting, maintaining, prosecuting, or enforcing, either directly or indirectly, any claims discharged by the Settlement Agreement.

5. Plaintiff's Counsel's Fees and Expenses and the Class Representative Service Payment are approved in the following amounts, to be paid from the Cash Settlement Fund in accordance with the Settlement Agreement: (i) attorneys' fees to Plaintiff's Counsel in the amount of \$ [REDACTED]; (ii) litigation costs and expenses to Plaintiff's Counsel in the amount of \$ [REDACTED]; and (iii) a Class Representative Service Payment to Plaintiff Lorisa Pineda in the amount of \$ [REDACTED].

6. The Court shall retain continuing jurisdiction over this Action as set forth in the Settlement Agreement, including as to the following matters: (i) enforcement of the terms of the Settlement Agreement; (ii) issues relating to Settlement Administration; and (iii) enforcement of this Final Approval Order and Final Judgment, and any order relating to Plaintiff's Counsel's Fees and Expenses and the Class Representative Service Payment.

7. All of Plaintiff's individual claims and Settlement Class Member' claims asserted against the Released Parties are dismissed with prejudice, without fees or costs to any Party, except as provided in the Settlement Agreement and this Final Approval Order and Final

Judgment. No just reason exists for delay in entering this Final Approval Order and Final Judgment. The Clerk may mark this Action closed.

IT IS SO ORDERED, this _____ day of _____, 2026

Henry, J.

ClassAction.org

This complaint is part of ClassAction.org's searchable [class action lawsuit database](#)
