FIRST AMENDED SETTLEMENT AGREEMENT AND RELEASE

This Agreement is made and entered into as of January 28, 2025, by and between plaintiff Jennifer Goodwin ("Goodwin" or "Class Representative"), individually and on behalf of the Settlement Class, on the one hand, and defendants Mrs. Gooch's Natural Food Markets, Inc. ("Mrs. Gooch's") and Whole Foods Market California, Inc. ("WFM California") (jointly, the "Defendants") on the other hand. Goodwin, Mrs. Gooch's, and WFM California are collectively referred to in this Agreement as the "Settling Parties." This Agreement is intended by the Settling Parties to resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions of this Agreement. This Agreement supersedes and replaces the agreement between Settling Parties that was effective March 1, 2024.

RECITALS

This Agreement is made for the following purpose and with reference to the following facts:

A. On November 3, 2021, Goodwin filed a class action complaint against Whole Foods Market, Inc. ("WFM Inc."), in the Superior Court for the State of California, County of Los Angeles, captioned *Goodwin v. Whole Foods Market, Inc., et al.*, Case No. 21STCV40456 (the "Action").

B. The original complaint included four claims for relief: (1) California's Consumer Legal Remedies Act ("CLRA"), California Civil Code §§ 1750, *et seq.*; (2) California's Unfair Competition Law ("UCL"), California Business and Professions Code §§ 17200, *et seq.*; (3) California's False Advertising Law ("FAL"), California Business and Professions Code §§ 17500, *et seq.*; and (4) for negligent misrepresentation arising out of alleged non-functional slack-fill contained in the product "365 by Whole Foods Market Organic Hot Cocoa Rich Chocolate Flavor Mix (Canister), 12 oz" (the "Product"). On December 9, 2021, Plaintiff filed an amended complaint asserting the same causes of action against WFM Inc. and Mrs. Gooch's.

C. On December 16, 2021, Plaintiff voluntarily dismissed WFM Inc. from this matter based on the representation from Mrs. Gooch's that the Whole Foods Market store where Plaintiff

allegedly purchased the Product was owned by Mrs. Gooch's. WFM California and Mrs. Gooch's collectively own and operate all of the Whole Foods Market stores located in California.

D. On February 22, 2022, Plaintiff filed her Second Amended Complaint ("SAC"), the operative complaint in this matter, against Mrs. Gooch's only, asserting the same causes of action aforementioned.

E. On May 28, 2022, Mrs. Gooch's filed an Answer, generally denying Plaintiff's allegations and asserting twenty-four affirmative defenses with a reservation of right to assert additional defenses.

F. Plaintiff and Mrs. Gooch's engaged in substantial written discovery, depositions, and motion practice prior to Settlement, including fully briefing Plaintiff's pending motion for class certification and presenting oral argument related thereto.

G. Plaintiff and Mrs. Gooch's attended private mediation before the Hon. Daniel Buckley (Ret.) of Signature Resolution on November 15, 2022 and January 19, 2024. Through these settlement efforts, the Settling Parties reached agreement on a class action settlement in principle on or about February 7, 2024, after considering a mediator's proposal and conducting additional arm's-length post-mediation negotiations.

H. On August 15, 2024, the Court heard arguments in support of a proposed class action settlement and ordered supplemental briefing.

I. On October 18, 2024, Goodwin and Mrs. Gooch's filed a Stipulation for Leave to File a Third Amended Complaint and a proposed order thereon, which the Court granted on October 23, 2024. Thereafter, Plaintiff filed the Third Amended Complaint adding WFM California as a named defendant in this matter on October 28, 2024, for settlement purposes.

J. Mrs. Gooch's and WFM California, while continuing to deny all allegations of wrongdoing and disclaiming any liability with respect to any and all claims, and without admitting the truth of any allegations made in the Action, consider it desirable to resolve the Action on the terms stated in this Agreement, in order to avoid the further expense, inconvenience, and interference with ongoing business operations and to dispose of burdensome litigation. Thus, Mrs.

Gooch's and WFM California have determined that settlement of the Action on the terms set forth in this Agreement is in their best interests.

K. Settlement Class Counsel and Class Representative believe that the claims asserted in the Action possess merit and have examined and considered the benefits to be obtained under the proposed settlement set forth in this Agreement, the risks associated with the continued prosecution of the complex and potentially time-consuming litigation, and the likelihood of success on the merits of the Action. Settlement Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted extensive discovery, and conducted an independent investigation. Settlement Class Counsel and Class Representative have concluded that the settlement set forth in this Agreement is fair, adequate, reasonable, and in the Settlement Class's best interests.

L. The Settlement Class is comprised of all California residents who purchased one or more of the Product from Whole Foods Market in California between November 3, 2017, and the date on which the Preliminary Approval Order is signed ("Class Period").

N. The Settlement Class is comprised of an estimated 146,202 Settlement Class Members in the State of California.

O. The Settling Parties have decided to enter into this Agreement to avoid further expense, inconvenience, distraction and uncertainties of burdensome and protracted litigation, in full settlement of the Action. The Parties intend this Agreement to bind Mrs. Gooch's and WFM California, on the one hand, and Goodwin (as Class Representative and individually), and each member of the Settlement Class who does not submit a valid and timely request for exclusion, on the other hand.

P. Mrs. Gooch's and WFM California hereby consent, solely for the purposes of the Settlement set forth below, to the certification of the Settlement Class and the appointment of Class Counsel and Class Representative; provided, however, that if this Agreement fails to receive Court approval or otherwise fails to be executed, including but not limited to, the judgment not becoming final as provided in Paragraph 8 of this Agreement, then Mrs. Gooch's and WFM California retain

all rights they had immediately preceding the execution of this Agreement to object to the propriety of class certification in all other contexts and for all other purposes, and the Action will continue as if the Settlement Class had never been certified. The fact that Mrs. Gooch's and WFM California conditionally consent in this Agreement to certification of the Settlement Class shall not be used against them by any Party or non-party for any purpose in this litigation or any other action, lawsuit or proceeding of any kind whatsoever.

Q. This Agreement is contingent upon the issuance by the Court of both preliminary and final approval. Should the Court not issue preliminary approval and final approval, Mrs. Gooch's and WFM California do not waive, and instead expressly reserve, all rights to defend the Action. Similarly, Goodwin expressly reserves all rights to prosecute the Action should the Court not issue preliminary approval and final approval.

R. This Agreement reflects a compromise between the Settling Parties and shall in no event be construed as or be deemed an admission or concession by any party of the truth, or lack thereof, of any allegation or the validity, or lack thereof, of any purported claim or defense asserted in any of the pleadings or filings in the Action, or any fault on the part of Mrs. Gooch's or WFM California, and all such allegations are expressly denied. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability by or against any party to this Agreement.

I. DEFINITIONS.

As used in this Agreement and the attached exhibits (which are an integral part of this Agreement and are incorporated in their entirety by reference), the following terms will have the meanings set forth below. Other capitalized terms in this Agreement not defined in this section shall have the meaning ascribed to them elsewhere in this Agreement. Where appropriate, terms used in the singular will be deemed to include the plural and vice versa.

A. "**Action**" means the civil action pending in the Superior Court for the State of California, County of Los Angeles, captioned *Goodwin v. Whole Foods Market, Inc., et al.*, Case No. 21STCV40456.

B. "**Administration Expenses**" means the reasonable costs and expenses incurred by the Claims Administrator in administering the Settlement, as set forth in this Agreement, and providing Notice in accordance with the Preliminary Approval Order.

C. "**Agreement**" and "**Settlement Agreement**" mean this Settlement Agreement and Release and all the exhibits attached hereto.

D. "**Approved Settlement Class Members**" means Settlement Class Members whose identity and mailing address is known by the Claims Administrator by the conclusion of the Claim Submission Period, who have not validly excluded themselves from the Settlement, and if necessary, have submitted a Valid Claim.

E. "**Claim Form**" means the document to be submitted by Class Members seeking monetary compensation pursuant to this Agreement, as approved by the Court as part of its Preliminary Approval Order. A proposed form of the Claim Form is attached as Exhibit E. Only Settlement Class Members whose identity and mailing address is unknown at the time of Class Notice are required to submit a Claim Form to receive monetary compensation pursuant to this Agreement. Settlement Class Members whose identities and mailing addresses are known at the time of Class Notice will automatically receive monetary compensation pursuant to this Agreement, without the need to submit a Claim Form, provided they do not exclude themselves from the Settlement.

F. "**Claims Administrator**" means the third-party settlement administrator who will provide notice of and administer the Settlement and the claims process, subject to Court approval. The Parties jointly recommend that Simpluris, Inc., be appointed as Claims Administrator.

G. "**Claims Submission Period**" means the time period during which members of the Settlement Class may submit claims, which will commence on the first day the Claims Administrator begins disseminating the Settlement Class Notice (*i.e.*, sixty (60) Days after the date of the Preliminary Approval Order) and will conclude eighty (80) Days thereafter (*i.e.*, one hundred and forty (140) Days after the date of the Preliminary Approval Order).

H. "**Class Period**" means the period from November 3, 2017, through the date on which the Preliminary Approval Order is signed.

I. "**Court**" means the Superior Court of California, Los Angeles, the Honorable Carolyn B. Kuhl, presiding, or her duly appointed successor.

J. "**Days**" means calendar days, except that, when computing any period of time prescribed or allowed by this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a federal or State of California legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal or State of California legal holiday.

K. **"Defendants"** mean Mrs. Gooch's Natural Food Markets, Inc., and Whole Foods Market California, Inc., jointly, as well as their affiliated Whole Foods Market entities, and all of their past, present and future owners, affiliates, members, parent companies, shareholders, partners, distributors, suppliers, vendors, manufacturers, co-manufacturers, contractors, subcontractors, plants, predecessors, assignees, subsidiaries, and any person or entity acting by their authority or on their behalf, including but not limited to agents, managers, employees, heirs, executors, administrators, assigns, successors in interest, officers, directors, attorneys, insurers and indemnitors

L. "**Defendants' Counsel**" means Brian R. Blackman, J.T. Wells Blaxter, David P. Adams, and the law firm Blaxter | Blackman LLP. Such counsel also represent WFM California for purposes of this Settlement.

M. "**Effective Date**" means one business day after the earliest of the following: (1) the date of the Final Approval Order if no objections have been filed; (2) if any objections have been filed, the date on which the time for appeal from the Final Approval Order has elapsed without any appeals being filed; or (3) if any appeal has been filed, the date on which all appeals from the

Final Approval Order or from any appellate court decisions affirming the Approval Order have been exhausted, and no further appeal may be taken.

N. "**Exhibit**" means Exhibits A through I attached to this Agreement and incorporated herein by reference, as follows:

i. Exhibit A: Website Notice.

ii. Exhibit B: Email Notice.

iii. Exhibit C: Media Notice

iv. Exhibit D: In-Store Notice

v. Exhibit E: Claim Form.

vi. Exhibit F: Proposed Preliminary Approval Order.

vii. Exhibit G: Proposed Final Approval Order.

viii. Exhibit H: Proposed Final Judgment.

ix. Exhibit I: Sample Exclusion Form.

O. "**Exclusion Deadline**" is equivalent to the "**Opt-Out Deadline**" as defined below.

P. "**Final Approval Hearing**" means the hearing at which the Court shall: (a) determine whether to grant final approval to the Settlement and this Agreement and to certify the Settlement Class; (b) consider any timely objections to this Settlement and all responses thereto; and (c) consider the request for attorney's fees, costs, service award and notice and administration expenses.

Q. "**Final Approval Motion**" means the motion Plaintiff will file in support of the Court's final approval of the Settlement.

R. "**Final Approval Order**" means the Court order that grants final approval of this Settlement and Agreement, provides for and gives effect to the release of all claims as set forth in Paragraph 26 below, authorizes the entry of the Final Judgment and makes such other final rulings as are contemplated by this Agreement. A proposed form of the Final Approval Order is attached as Exhibit G.

S. "**Final Judgment**" means the entry of final judgment as approved by the Court. A proposed form of the Final Judgment is attached as Exhibit H.

T. "**Individual Settlement Award**" means the monetary award to Approved Settlement Class Members, representing their pro-rata share of One Hundred Thousand Dollars ($100,000.00) to be paid by the Claims Administrator from the funds Mrs. Gooch's and WFM California will pay as part of the Maximum Settlement Amount. It is estimated that the Individual Settlement Payment will be approximately $4.10.

U. "**Maximum Settlement Amount**" means the total cash commitment of Mrs. Gooch's and WFM California for purposes of this settlement, as described in Paragraph 9 of this Agreement, with a total value of Six Hundred Fifty Thousand Dollars ($650,000.00). Under no circumstances will Defendants be required to pay more than $650,000.00. The payment and disposition of the Maximum Settlement Amount are subject to the provisions of this Agreement, including Paragraphs 8 and 27.

V. **"Mrs. Gooch's"** means Mrs. Gooch's Natural Food Markets, Inc., its affiliated Whole Foods Market entities, and all of their past, present and future owners, affiliates, members, parent companies, shareholders, partners, distributors, suppliers, vendors, manufacturers, co-manufacturers, contractors, subcontractors, plants, predecessors, assignees, subsidiaries, and any person or entity acting by their authority or on their behalf, including but not limited to agents, managers, employees, heirs, executors, administrators, assigns, successors in interest, officers, directors, attorneys, insurers and indemnitors.

W. "**Objection Deadline**" means the date described herein, or otherwise ordered by the Court in the Preliminary Approval Order, by which Settlement Class Members who wish to do so must object to the Agreement's terms or provisions and submit any required statements, proof, or other materials or argument. Unless ordered otherwise by the Court, the Objection Deadline is eighty (80) Days after the first day the Claims Administrator begins disseminating the Settlement Class Notice.

X. "**Opt-Out Deadline**" means the date described herein, or otherwise ordered by the Court in the Preliminary Approval Order, by which Settlement Class Members who do not wish to be included in the Settlement Class and participate in the Settlement must complete the acts necessary to properly effect such election. Unless ordered otherwise by the Court, the Opt-Out Deadline is eighty (80) Days after the first day the Claims Administrator begins disseminating the Settlement Class Notice.

Y. "**Opt-Out List**" means a written list prepared by the Claims Administrator of all Settlement Class Members who submit timely a Request for Exclusion.

Z. "**Parties**" means the Plaintiff, Mrs. Gooch's, and WFM California.

AA. "**Plaintiff**" means Jennifer Goodwin.

BB. "**Preliminary Approval Motion**" means the motion Plaintiff will file in support of the Court's preliminary approval of the Settlement.

CC. "**Preliminary Approval Hearing**" means the hearing at which the Court will consider and decide whether to enter the Preliminary Approval Order.

DD. "**Preliminary Approval Order**" means the order of the Court in which it grants preliminary approval of this Agreement, preliminarily certifies the Settlement Class, authorizes dissemination of Notice to the Settlement Class, and appoints the Claims Administrator. A proposed version of which is attached hereto as Exhibit F.

EE. **"Product"** means 365 by Whole Foods Market Organic Hot Cocoa Rich Chocolate Flavor Mix (Canister), 12 oz, including its predecessor label 365 Everyday Value Organic Hot Cocoa Rich Chocolate Flavor Mix, which is the subject of this Action.

FF. "**Release**" means the release and waiver set forth in Paragraph 26 of this Agreement and in the Final Approval Order.

GG. "**Request for Exclusion**" means a request by any class member to be excluded from (opt-out of) the Settlement.

HH. "**Settlement**" means the agreement by the Parties to resolve the Action, the terms of which have been memorialized and provided for in this Agreement and all the exhibits

attached hereto.

II. "**Settlement Class Counsel**" means Abbas Kazerounian, Jason A. Ibey, and Gil Melili of Kazerouni Law Group, APC.

JJ. "**Settlement Class Counsel Fees and Costs**" means the reasonable attorneys' fees and costs, approved by the Court, to be paid by Mrs. Gooch's and WFM California as part of the Maximum Settlement Amount.

KK. "**Settlement Class Members**" or "**Settlement Class**" means all persons who purchased one or more of the Product from Whole Foods Market in California or, if purchased remotely (such as online), while present in California during the Class Period. Excluded from this definition are Mrs. Gooch's and WFM California, as well as their affiliates, employees, officers, and directors, insurers, and the attorneys representing Defendants in this case; the judges and mediator to whom the Action is assigned; all persons who validly request exclusion from (opt-out of) the Settlement; and all persons who previously released any claims encompassed in this Settlement.

LL. "**Settlement Class Notice**" or "**Class Notice**" means the Court-approved forms of notice to Settlement Class Members. Proposed versions of the following are attached to this Agreement: (a) a detailed website notice substantially in the form attached as Exhibit A; (b) the email notice provided by Amazon.com, Inc. and/or the Claims Administrator, substantially in the form of Exhibit B(1), and the email notice provided by Defendants, substantially in the form of Exhibit B(2); (c) the media notice directing class members to the Settlement Website, substantially in the form of Exhibit C; and (d) the In-Store Notice provided by Defendants that directs Settlement Class Members to the Settlement Website, substantially in the form of Exhibit D.

MM. "**Settlement Class Representative**" means Jennifer Goodwin.

NN. "**Settlement Class Representative Service Payment**" means the reasonable service payment to be made to the Settlement Class Representative, as approved by the Court, as part of the Maximum Settlement Amount.

OO. "**Valid Claim**" means a claim submitted by a Settlement Class Members that is (a) submitted in accordance with the directions accompanying the Claim Form and the provisions of the Settlement; (b) on the initial submission, accurately, fully and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail or post-marked by the Claims Deadline or, if submitted online, is received by 11:59 p.m., Pacific Standard Time, on the Claims Deadline; and (e) determined to be valid by the Claims Administrator.

PP. "**Valid Claimants**" means Settlement Class Members who submit a timely and otherwise Valid Claim who do not exclude themselves from the Settlement Class.

QQ. "**WFM California**" means Whole Foods Market California, Inc., its affiliated Whole Foods Market entities, and all of their past, present and future owners, affiliates, members, parent companies, shareholders, partners, distributors, suppliers, vendors, manufacturers, co-manufacturers, contractors, subcontractors, plants, predecessors, assignees, subsidiaries, and any person or entity acting by their authority or on their behalf, including but not limited to agents, managers, employees, heirs, executors, administrators, assigns, successors in interest, officers, directors, attorneys, insurers and indemnitors.

II. REQUIRED EVENTS.

1. Within thirty (30) days of the Court's Preliminary Approval Order, Defendants shall provide Settlement Class Counsel with transaction data for customers who purchased the Product during the period of October 1, 2024, through the date on which the Preliminary Approval Order is signed, in substantial form as the data previously provided for the period of January 2017 through September 30, 2024.

2. As soon as practicable after executing this Settlement Agreement, Plaintiff will take all necessary steps to file with the Court a motion seeking entry of a Preliminary Approval Order in substantially the same form as that attached hereto as Exhibit F. Plaintiff will file her Preliminary

Approval Motion with the proposed Preliminary Approval Order and supporting documents. The proposed Preliminary Approval Order will, among other things:

A. Certify a California provisional settlement class, preliminarily approve Jennifer Goodwin as Settlement Class Representative, and appoint her counsel as Settlement Class Counsel;

B. Preliminarily approve the Settlement and this Agreement as fair, reasonable and adequate to the Settlement Class;

C. Preliminarily appoint the Claims Administrator, and instruct the Claims Administrator to perform the following functions in accordance with the terms of this Agreement and the Preliminary Approval Order:

i. Require the Claims Administrator, within sixty (60) Days of the date of the Preliminary Approval Order to establish and maintain an ADA compliant Settlement Website with the Settlement Agreement, FAQ, and other information that Defendants' Counsel and Class Counsel jointly agree to post concerning the nature of the case and the status of the Settlement, including relevant pleadings such as the operative Complaint(s), papers in support of preliminary and final approval of the Settlement, and Class Counsel's motions for attorneys' fees, costs and service award, plus relevant orders of the Court, which will remain available until all claims decisions by the Claims Administrator and benefits to Approved Settlement Class Members have been provided;

ii. Require the Claims Administrator, within sixty (60) Days of the date of the Preliminary Approval Order, to establish a toll-free number that Class Members can call to request hard copies of the Claim Form and FAQ be sent to them by mail and obtain additional information regarding the Settlement;

iii. Require the dissemination of Settlement Class Notice to commence within thirty (30) Days of the date of the Preliminary Approval Order and be completed within sixty (60) Days of the date of the Preliminary Approval Order, and take all necessary and appropriate steps to accomplish this task;

iv. Require the Email Notice to commence within sixty (60) Days of the date of the Preliminary Approval Order and be completed within ninety (90) Days of the date of the Preliminary Approval Order, and take all necessary and appropriate steps to accomplish this task;

v. Require the Claims Administrator to evaluate and either approve completed Claim Forms sent by persons seeking to receive benefits as meeting the requirements of the Agreement or disapprove as failing to meet those requirements;

vi. Require the Claims Administrator to process requests for exclusion from the Settlement in accordance with this Agreement;

vii. Require the Claims Administrator to process objections to the Settlement in accordance with this Agreement;

viii. Require the Claims Administrator twenty-one (21) Days before emailing or mailing Notices of Claim Denial to provide, subject to the provisions of Paragraph 13 of this Settlement Agreement, Defendants' Counsel and Settlement Class Counsel with a list of the names and addresses of all Settlement Class Members who have submitted Claim Forms and whose Claim Forms the Settlement Administrator has determined to be Valid Claims. Defendants' Counsel and Settlement Class Counsel will then have an opportunity to review the Notices of Claim Denial and request a meet and confer should they decide to challenge Notices of Claim Denial. If Settlement Class Counsel challenges a Notice of Claim Denial, that Notice will not be sent to the Class Member until Settlement Class Counsel and Defendants' Counsel meet and confer to arrive at a resolution, which must occur within at least twenty-eight (28) Days of the Claims Administrator's provision of the lists described above to Settlement Class Counsel and Defendants' Counsel;

D. Within sixty (60) Days of the date of the Preliminary Approval Order, require Defendants to post the In-Store Notice at all Whole Foods Market stores within California for the duration of the Claims Submission Period, with the In-Store Notice to be placed at the front

of each store (such as the main doors), or as otherwise ordered by the Court. Within sixty (60) Days of the date of the Preliminary Approval Order, require Defendants to send an email to Settlement Class Members for whom Defendants have access to an email address. Defendants shall be responsible for all costs that they incur which are associated with implementation of these three forms of notices, separate and apart from the Maximum Settlement Amount.

E. Determine that the Settlement Class Notice preliminarily complies with all legal requirements, including, but not limited to, the Due Process Clause of the United States Constitution;

F. Schedule a date, time and location for a Final Approval Hearing, not less than one hundred and seventy (170) Days after the date of the Preliminary Approval Order, to determine whether the Court should finally approve the Settlement;

G. Set a deadline for the Claims Submission Period, which will be eighty (80) Days after the Claims Administrator begins disseminating the Settlement Class Notice, unless otherwise ordered by the Court in the Preliminary Approval Order;

H. Require Settlement Class Members who wish to exclude themselves from or object to the Settlement to submit an appropriate and timely written request for exclusion or objection by the Exclusion Deadline and Objection Deadline, which is tied to the date the Claims Administrator begins disseminating the Settlement Class Notice. The Court is the final arbitrator regarding the validity and authenticity of requests for exclusion;

I. Require Settlement Class Members who wish to object to the Settlement Agreement to submit an appropriate and timely written statement to the Claims Administrator by the Objection Deadline. The Court is the final arbiter regarding the validity and authenticity of objections;

J. Require attorneys representing objecting Settlement Class Members, at the time the objection is submitted to the Claims Administrator, at the objecting Class Members' expense, to file a notice of appearance by the Objection Deadline;

K. Require Settlement Class Counsel to file their motion for an award of attorneys' fees, inclusive of costs, expenses, and Settlement Class Representative Service Payment, at least twenty-one (21) Days prior to the Objection Deadline;

L. Require Settlement Class Counsel to file their Final Approval Motion at least fourteen (14) court Days before the Final Approval Hearing;

M. Require Plaintiff to file with the Court a declaration at least fourteen (14) Days prior to the Final Approval Hearing from the Claims Administrator: (a) indicating the number of requests for exclusion and objections submitted by Settlement Class Members to date; (b) attesting that Settlement Class Notice was disseminated in a manner consistent with the terms of this Agreement, or those otherwise required by the Court; and (c) shall include the Claims Administrator's invoice for services performed;

N. Order Amazon.com, Inc. to either provide (i) its own reasonable notice to the Settlement Class Members who purchased the Product during the Class Period on Amazon.com, within sixty (60) Days of the date of the Preliminary Approval order; or (ii) name and contact information (including email and mailing address) of its customers who made such a purchase to the Claims Administrator, no later than thirty (30) Days after the date of the Preliminary Approval Order.

O. Issue other related orders as necessary to effectuate the preliminary approval of the Settlement Agreement.

3. The Court will determine the Final Approval Order, but it is expected to, among other things:

A. Find that the Court has personal jurisdiction over all Settlement Class Members, subject-matter jurisdiction over the claims asserted in the Action, and that venue is proper;

B. Certify the Settlement Class, designate Plaintiff as Class Representative, and designate Settlement Class Counsel as counsel for the Settlement Class;

C. Grant final approval of the Settlement and this Agreement as fair, reasonable, and adequate to all Settlement Class Members;

D. Find that the Settlement Class Notice was the best practicable notice and complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;

E. Determine and award reasonable and agreed upon Settlement Class Counsel Fees and Expenses and Settlement Class Representative Service Payment to be paid to Settlement Class Counsel;

F. Enter judgment against Mrs. Gooch's and WFM California in favor of Plaintiff on the Third Amended Complaint;

G. Incorporate the Release set forth in the Settlement Agreement and make the Release effective as of the Effective Date;

H. Authorize the Parties to implement the terms of this Agreement;

I. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Final Approval Order, and for any other necessary purpose, pursuant to California Rules of Court, r. 3.769(h); and

J. Issue any related orders necessary to effectuate the final approval of the Agreement and its implementation.

4. The Parties agree to use their reasonable best efforts, consistent with the terms of this Agreement, to promptly obtain a Final Approval Order following the Effective Date;

5. If the Court does not issue the Preliminary Approval Order or does not issue the Final Approval Order and if the Court does not grant leave to resubmit, then the terms of this Agreement are voidable by either Party. However, the Parties agree to use their reasonable best efforts, consistent with this Agreement, to cure any defect(s) the Court identifies.

6. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Agreement are essential. The Parties will cooperate with each other in good faith to carry out the purposes of and to effectuate this

Agreement, will promptly perform their respective obligations hereunder, and will promptly take any and all actions and execute and deliver any and all additional documents and all other materials or information reasonably necessary or appropriate to carry out the terms of this Agreement and the transactions contemplated hereby.

7. Upon the Effective Date, judgment will be entered, subject to the continuing jurisdiction of this Court, and Settlement Class Members will be forever barred and enjoined from pursuing any claims which have been resolved by this Settlement.

III. SETTLEMENT TERMS.

8. **Settlement Funding:** Subject to the rights, terms and conditions of this Agreement, Mrs. Gooch's and WFM California will make available the total amount of Six Hundred Fifty Thousand Dollars ($650,000.00) for payment of: (a) all costs and payments associated with the administration of the Settlement, including all costs of providing notice to the Settlement Class and all payments to the Class Administrator; (b) any award of attorney's fees, costs and expenses made by the Court to the Settlement Class Counsel under this Agreement; (c) any awards to the Settlement Class Representative, as approved by the Court, under this Agreement; (d) any and all costs and expenses of this litigation approved by the Court; and (e) Valid Claims. Under no circumstances shall Defendants' total financial payment obligation under this Agreement exceed the Maximum Settlement Amount. Settlement Class Members, the Settlement Class Representative, and Settlement Class Counsel shall be responsible for paying any and all federal, state and local taxes due on any payments made to them pursuant to this Agreement, if any.

9. **Award to the Settlement Class**. Each Valid Claimant is entitled to an Individual Settlement Award. Settlement Class Members shall only be entitled to a single recovery for a purchase of the Product, regardless of the number of units of the Product that were purchased.

10. **Claim Form; Timing of Payments; Cy Pres.** For a Claim to be eligible, Settlement Class Members (whose identity and mailing address is not known as of the time of commencement of Class Notice) must submit a Claim Form to the Claims Administrator that is

post-marked or submitted through the online portal on the Settlement Website during the Claims Submission Period.

a. The Claim Form shall require that the Settlement Class Member provide the following information: (i) full name; (ii) mailing address; (iii) email address (if any); (iv) a statement under penalty of perjury that "Between November 3, 2017, and the date on which the Preliminary Approval Order was signed, I made one or more purchases of 365 by Whole Foods Market Organic Hot Cocoa Rich Chocolate Flavor Mix (Canister), 12 oz., or 365 Everyday Value Organic Hot Cocoa Rich Chocolate Flavor Mix, 12 oz, from Whole Foods Market in California or, if purchased remotely (such as online), while present in California"; and (v) the individual's signature and date the Claim Form was signed.

b. Settlement Class Members are not required to include proof of purchase to be entitled to an Individual Settlement Award, except as provided in Paragraphs 10.h and 10.i, below.

c. Settlement Class Members may submit only one Claim Form regardless of the number of units of the Product purchased during the Class Period.

d. Settlement Checks issued to Approved Settlement Class Members will be void one-hundred eighty-one (181) Days after issuance and shall state that fact on their face.

e. Within thirty (30) Days following the Effective Date, the Claims Administrator will commence issuing payments by check to Approved Settlement Class Members (to the extent the digital payment option was not selected), which shall be completed no later than sixty (60) Days following the Effective Date. A skip trace will be performed by the Claims Administrator for any returned settlement checks.

f. Within thirty (30) Days following the Effective Date, the Claims Administrator will commence issuing digital payments to Approved Settlement Class Members whose identity and digital payment information was provided on the Claim Form, which shall be completed no later than sixty (60) Days following the Effective Date. Digital payment methods may include Venmo, PayPal, Zelle, or other reasonable payment service providers as determined by the Claims Administrator.

g. Each Approved Settlement Class Member may receive only one Individual Settlement Award, regardless of the form of payment (e.g., check or digital payment), and regardless of how many persons in a household or otherwise may be associated with a unique Amazon.com account.

h. A maximum of two Claim Forms may be submitted per household absent proof of purchase. If three or more Claim Forms per household are received, the Claims Administrator will require proof of purchase before the third and any subsequent claims from the same household may be considered complete and valid. A maximum of one settlement payment may be made per unique account (handle) for digital payments.

i. To the extent the Claims Administrator reasonably suspects potential fraudulent or invalid claims, the Claims Administrator may require additional information from the claimant sufficient to reasonably verify the claim, including but not limited to (i) identification information, including prior names, (ii) relevant purchase history records, (iii) mailing, residential and business addresses, and (iv) past and present email addresses.

j. To the extent there is a conflict between identification and/or contact information available to the Claims Administrator at the time of commencement of Class Notice for a Settlement Class Member, the information on the Claim Form shall control, including but not limited to the

payee's name, mailing address, and method of settlement payment delivery (e.g., check or digital payment).

k. The Claims Administrator shall make a second distribution of the Individual Settlement Award portion of the Settlement to Approved Settlement Class Members who claimed their first settlement payment by check or who were sent their first settlement payment by digital payment, within sixty (60) Days of expiration of the time to redeem the initial settlement payment, provided that the residue of unclaimed or abandoned Settlement funds after the first distribution is sufficient to permit an individual settlement payment of at least one (1) dollar after reasonable administration expenses. The form of payment for the second distribution, if any, shall be the same as the initial form of settlement payment.

l. Any unpaid residue or unclaimed or abandoned Settlement funds, after any second distribution (pursuant to Paragraph 10.k., above), shall be distributed to California Association of Food Banks, as a *cy pres* distribution, subject to Court approval. If the Court rejects California Association of Food Banks as the *cy pres* recipient, then Defendants will propose an alternative recipient subject to Plaintiff's approval, which shall not be unreasonably withheld.

11. **Packaging and Label Changes.** While Defendants believe that the Product's label complies with all Federal and State packaging and labeling regulations, they shall cause, within one (1) year of the Effective Date, that the supplier of the Product add a fill line to the Product's label for the purpose of visually indicating the approximate amount of the contents within the Product's container for units sold within California. Associated close in proximity to the fill line graphic shall be the words "Fill Line" in a clear and conspicuous manner on the Product's label. To the extent the Product is subject to settling, the fill line shall reasonably represent the minimum amount of the contents of the Product after settling. The intent of this section is to ensure that California consumers who purchase the Product are reasonably informed of the amount of cocoa

powder mix within the Product's opaque container, consistent with the requirements of Cal. Bus. & Prof. Code § 12606. Defendants shall be responsible for all costs that they incur which are associated with implementation of this section, separate and apart from the Maximum Settlement Amount. Defendants shall comply with the provisions in this paragraph for a period of four (4) years unless excused earlier by a material change in applicable California law or as authorized by a court order upon a showing of sufficient cause. Defendants shall not be required to recall, remove, or destroy current Product in their inventory, the stream of commerce or the marketplace, and are expressly entitled to sell-through any existing Product and Product labeling during and after this period of time. Nothing in this provision shall prevent Defendants from taking necessary actions to comply with current or future governmental or regulatory requirements.

IV. CLAIM REVIEW AND PROCESSING.

12. **Claim Review and Processing**. The Claims Administrator will review all properly submitted claims on a rolling basis upon receipt. The claim process shall employ standard antifraud measures to be determined and implemented by the Claims Administrator, which may include information provided by Defendants, if any, regarding Settlement Class Members' purchases of the Product. The Claims Administrator shall, subject to the supervision of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Claims Administrator shall maintain reasonably detailed records of its activities under the Agreement. The Claims Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Settlement Class Counsel and Defendants' Counsel promptly upon request. The Claims Administrator will be responsible for conditionally approving the claim by ensuring that all information and documentation required under this Agreement has been submitted. Following the Effective Date, the Claims Administrator will coordinate the processing and payment of those properly supported and conditionally approved

claims, as set forth below.

13. **Deficient Claims**. Any Settlement Class Member whose claim is deemed deficient will receive from the Claims Administrator by email or letter, within fourteen (14) Days of the determination that the claim is deficient, a written explanation stating the reason(s) the claim was deemed deficient, including steps the Settlement Class Member can take to cure the deficiency, if possible. The Settlement Class Member receiving such notice will be allowed twenty-one (21) Days from emailing or mailing to cure, if possible, the deficiency. If the Settlement Class Member does not provide the materials identified in the Claims Administrator's email or letter, or fails to respond to the Claims Administrator's email or letter, the Claims Administrator will issue a Notice of Claim Denial, which will be subject to the meet-and-confer process described in Paragraph 2(C)(viii) above.

V. NOTIFICATION TO SETTLEMENT CLASS MEMBERS.

14. All costs related to the notice program shall be paid by Defendants as part of the Maximum Settlement Amount. Subject to the Court's approval of the notice program, notice dissemination shall commence within sixty (60) Days after entry of the Preliminary Approval Order.

a. **Notice Program.** Details of the notice program will be set forth in a declaration from the Claims Administrator. The Notice shall conform to all applicable requirements of the California Code of Civil Procedure and the Constitution of the State of California, and any other applicable Federal and State laws, and shall otherwise be in the manner and form agreed upon by the Parties and approved by the Court. The Notice shall constitute the best notice that is practicable under the circumstances and satisfies due process. The Parties will request the Court to approve the Notice and Notice Plan in the Preliminary Approval Order. The detailed long-form notice, Claim Form and sample exclusion form will be translated into Spanish and made available on the Settlement Website. Generally, the notice program will consist of a

comprehensive digital notice in California (to be designed in consultation with the Claims Administrator), the In-Store Notice provided by Defendants, email notice where available, and a detailed long-form notice on the Settlement Website.

b. The Claims Administrator is authorized to prepare appropriate "short-form" notice language for any potential publication notice, which notice must be approved by the Settling Parties prior to its publication.

c. **Contents of the Settlement Class Notice**. The Settlement Class Notice, in a form substantially similar to the one attached to this Agreement as Exhibit A, Exhibit B, Exhibit C, and Exhibit D, will advise Class Members of the following:

    i. General Terms: The Settlement Class Notice will contain a plain and concise description of the nature of the Action, the history of the Action, the preliminary certification of the Settlement Class, and the proposed Settlement, including information on the identity of Settlement Class Members, how the proposed Settlement would provide monetary and non-monetary relief to Settlement Class Members, what claims are released under the proposed Settlement, contact information for Settlement Class Counsel to answer questions, links to the class notices and other important documents in the case, the URL to the Court's registrar of actions (or other URL as required by the Court), and other relevant terms and conditions.

    ii. Exclusion/Opt-Out Rights: The Settlement Class Notice will inform Class Members that they have the right to request exclusion from (opt-out of) the Settlement. The Settlement Class Notice will provide the deadlines and procedures for exercising this right.

iii. Objection to Settlement: The Settlement Class Notice will also inform Class Members of their right to object to the proposed Settlement and inform them of their option to appear at the Final Approval Hearing. The Settlement Class Notice will provide the deadlines and procedures for exercising these rights.

iv. Attorneys' Fees and Costs, and Settlement Class Representative Service Payment: The Settlement Class Notice will inform Class Members about the amounts Settlement Class Counsel will seek as attorneys' fees and expenses, as well as service payment to Settlement Class Representative, and will explain what Defendants will pay if the Settlement is approved and that such payment is in addition to and will not reduce the relief being made available to Settlement Class Members.

d. The Claims Administrator shall prepare a declaration attesting to compliance with the notice program requirements and a statement of the reach of the notice program. Such declaration shall be provided to Defendants' Counsel and Settlement Class Counsel and filed with the Court no later than fourteen (14) Days prior to the Final Approval Hearing.

VI. REQUESTS FOR EXCLUSION.

15. Any Settlement Class Member may make a Request for Exclusion by mailing such request in writing to the Claims Administrator. Any Request for Exclusion must be postmarked no later than the Opt-Out Deadline specified in the Court's Preliminary Approval Order. A sample exclusion request form will be included on the Settlement website that will be substantially in the form of Exhibit I attached hereto. Such exclusion forms must be submitted to the Settlement Administrator via U.S. mail. Any Request for Exclusion must (A) state the Class Member's full name and current address; (B) specifically and clearly state his/her desire to be excluded from the Settlement and from the Settlement Class; and (C) include the Settlement Class Member's signature.

16. Settlement Class Members may opt-out on an individual basis only. So-called "mass" or "class" opt-outs, whether filed by third parties on behalf of a "mass" or "class" of class members or multiple class members where no personal statement has been signed by each and every person who desires to Opt-Out, shall not be allowed.

17. Any Settlement Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and will be deemed to have waived any rights or benefits under this Agreement. Any Settlement Class Member who submits both a Request for Exclusion and a Claim Form will be deemed to have requested to be excluded.

VII. OBJECTIONS.

18. Any Settlement Class Member (*e.g.*, a Settlement Class Member who has not filed a timely written Request for Exclusion) who wishes to object to the fairness, adequacy, or reasonableness of this Agreement or the Settlement, or to the requested award of Settlement Class Counsel Fees and Costs, or Settlement Class Representative Service Payment, may submit an objection. Any Objection must be postmarked no later than the Objection Deadline specified in the Court's Preliminary Approval Order. To state a valid objection to the Settlement, an objecting Settlement Class Member must provide the following information in his or her written objection: (A) the objector's full name, current address, current telephone number, and email address (if any); (B) identify the approximate date of purchase of the Product by the Settlement Class Member; (C) a statement of the position(s) the objector wishes to assert, including the factual grounds for the position; and (D) the objector's signature. Additionally, the objector may choose to submit any documents that the objector wishes to be considered in connection with the objection, such as proof of purchase. The objection must be mailed to the Claims Administrator. Any Settlement Class Member who submits both a Request for Exclusion and an Objection will be deemed to have requested to be excluded.

19. The Claims Administrator will promptly provide all objections received to Settlement Class Counsel and Defendants' Counsel. Settlement Class Counsel shall file the objections with the Court no later than twenty-one (21) Days prior to the Final Approval Hearing.

20. Finally, any objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or to object to any requests for Settlement Class Counsel Fees and Expenses or Settlement Class Representative Service Payment. Any Settlement Class Member who has not filed an objection in accordance with the deadlines and other specifications set forth in this Settlement and the Settlement Class Notice may be deemed to have waived any objections to the Settlement. The Court retains final authority with respect to consideration and admissibility of objections. If a Settlement Class Member retains separate counsel to represent him or her in connection with the Settlement and that attorney intends to appear at the Final Approval Hearing, the attorney must file with the Court a notice of appearance by the deadline to submit objections.

21. The agreed-upon procedures and requirements for submitting objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objection to the Settlement, in accordance with such Settlement Class Member's due process rights.

22. The Preliminary Approval Order and Settlement Class Notice will require all Settlement Class Members who have any objections to submit such objection to the Claims Administrator by no later than the Objection Deadline.

23. The Preliminary Approval Order will further provide that, absent good cause found by the Court, objections that are not timely or are otherwise not compliant may be deemed waived and not considered by the Court.

24. Settlement Class Counsel will be responsible for addressing all objections.

25. Any Settlement Class Member who objects to the Settlement will be entitled to all of the benefits of the Settlement if this Settlement Agreement and the terms contained herein are approved, as long as the objecting Settlement Class Member complies with all requirements of this Agreement applicable to Settlement Class Members including submitting a Valid Claim.

VIII. RELEASE, ENTRY OF JUDGMENT, AND JURISDICTION OF COURT.

26. The Parties agree to the following release and waiver, which will take effect upon the Effective Date:

A. "Released Parties" means Mrs. Gooch's Natural Food Markets, Inc., Whole Foods Markets California, Inc., their affiliated Whole Foods Market entities, and all of their current or former owners, affiliates, members, parent companies, shareholders, customers, partners, suppliers, manufacturers, co-manufacturers, contractors, subcontractors, plants, predecessors, assignees, subsidiaries, and any person or entity acting by their authority or on their behalf, including but not limited to agents, managers, employees, heirs, executors, administrators, assigns, successors in interest, officers, directors, attorneys, insurers and indemnitors.

B. "Releasing Parties" means Plaintiff and all Settlement Class Members.

C. "Released Claims" means any and all claims, demands, rights, liabilities, suits, or causes of action, known or unknown, as of the Effective Date, that were or could have been asserted in the Action based upon, arising out of, or reasonably relating to, the claims in the Action including the amount of empty space within the Product's canister. Excluded from Released Claims are any and all claims for personal injury and/or wrongful death.

D. **Release.** Upon the Effective Date and in consideration for this Agreement and the benefits extended to the Settlement Class, the Releasing Parties, on behalf of themselves and their families, shall each and do hereby forever release, discharge, waive, and covenant not to sue the Released Parties regarding any and all of the Released Claims.

E. **Waiver.** Except as excluded in Paragraph 26.C above and excluding all Settlement Class Members other than Plaintiff, the Released Claims include any unknown claims that reasonably could have arisen out of the same facts alleged in the Third Amended Complaint in the Action that the Settling Parties do not know or suspect to exist in their favor at the time of the release, which, if known by the Settling Parties, might have affected their settlement, and release of the Released Parties. With respect to the Released Claims only, the Settling Parties shall

be deemed to have, and by operation of the Final Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

F. The Settlement Class Members may hereafter discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future for damages, injunctive relief, rescission, disgorgement, or restitution or any other right, remedy, or relief of every nature and description whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation that were brought or could have been brought in the Action without regard to the subsequent discovery or existence of such different or additional facts.

G. The Settlement Class Representative represents and warrants that she is the sole and exclusive owner of the claims she has asserted and is releasing under this Agreement. The Settlement Class Representative further acknowledges that she has not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Action, including, without limitation, any claim for benefits, proceeds, or value under the Action, and that the Settlement Class Representative is not aware of anyone other than herself claiming any interest, in whole or in part, in the Action or in any benefits, proceeds, or values under the Action based on the claims

the Settlement Class Representative has individually asserted and is releasing under this Settlement Agreement.

H. The Settlement Class Representative further represents that, as of the date of this Agreement, she is not aware of any Settlement Class Members who have filed claims or actions for the relief sought in this Action, other than the Settlement Class Representative.

I. The Release encompasses any and all claims for attorneys' fees, costs, expert fees, consultant fees, interest, litigation fees, or any other fees, costs, and/or disbursements Settlement Class Counsel or Settlement Class Representative have incurred in connection with the Action, except to the extent otherwise specified in this Agreement.

J. The Settlement Class Representative expressly agrees that this Release will be and may be raised as a complete defense to and will preclude any action or proceeding relating to the Released Claims.

K. This Settlement Agreement and Release does not affect the rights of Settlement Class Members who timely and properly request exclusion from (opt-out of) the Settlement.

L. The administration and consummation of the Settlement as embodied in this Agreement will be under the authority of the Court; the Court's continuing jurisdiction is pursuant to CCP § 664.6 and CRC Rule 3.769(h). The Court shall retain jurisdiction to protect, preserve, and implement the Agreement including, but not limited to, the Release. The Court shall retain jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Agreement.

M. Upon the Effective Date: (i) the Agreement will be the exclusive remedy for any and all Settlement Class Members for Released Claims, except those who have properly requested exclusion from (opted-out of) the Settlement in accordance with the terms and provisions hereof; (ii) the Released Parties will not be subject to liability or expense of any kind to any Settlement Class Member(s) for Released Claims except as set forth herein; and (iii) Settlement Class Members will be permanently barred from initiating, asserting, or prosecuting any and all

Released Claims against the Released Parties in any federal or state court or any other tribunal in the United States.

N. Nothing in the Release will preclude any action to enforce the terms of this Agreement, including participation in any of the processes detailed herein.

IX. ATTORNEYS' FEES, LITIGATION COSTS AND SERVICE PAYMENT.

27. Unless otherwise specified, Defendants will pay, as the Court directs, as part of the Maximum Settlement Amount and subject to the limitations contained in this paragraph, all costs incurred in administering this Agreement, including, without limitation, all attorneys' fees and costs, the Administration Expenses, the Class Representative Service Payment and the Individual Settlement Award. The Settling Parties have agreed that Defendants will pay up to Five Hundred Fifty Thousand Dollars ($550,000.00) for the Settlement Class Counsel attorneys' fees and costs, Administration Expenses, and Class Representative Service Payment which the Court orders, if any, separate and apart from the Individual Settlement Award to the Settlement Class. However, in no event shall Defendants be obligated to pay more than Six Hundred Fifty Thousand Dollars ($650,000.00), pursuant to the terms of this Agreement, excluding costs associated with the label change incurred according to Paragraph 11.

28. **Attorneys' Fees and Costs**. As part of the resolution of the Action, the Parties have agreed that Settlement Class Counsel may apply for an award of attorneys' fees and costs. The Parties have further agreed that Defendants will not oppose Settlement Class Counsel's motion for Settlement Class Counsel Fees and Costs, provided the motion does not seek a combined award of greater than four hundred and ninety-five thousand and two hundred and twenty-seven dollars, subject to any amounts awarded under Paragraphs 29 and 30. The Settlement Class Counsel Fees and Costs will be paid separate and apart from the Individual Settlement Award to the Settlement Class. Defendants do not oppose, and will not encourage or assist any third party in opposing, Settlement Class Counsel Fees and Costs up to and not exceeding $474,091.00, nor will Defendants contest the reasonableness of the amounts requested under this Agreement. However, in no event shall Defendants be obligated to pay more than Five Hundred Fifty Thousand Dollars

($550,000.00) in total for awards of any attorney's fees and expenses, administration costs and service payment.

29. **Settlement Class Representative Service Payment.** As part of the resolution of the Action, the Parties have agreed that Settlement Class Counsel will seek approval from the Court for a Settlement Class Representative Service Payment (not to exceed $5,000.00), which Defendants will pay separate and apart from the Individual Settlement Award to the Settlement Class. Settlement Class Counsel will apply to the Court for such an award to the Class Representative for her efforts, service, time, and expenses in connection with pursuing the Action. Defendants do not oppose, and will not encourage or assist any third party in opposing, Settlement Class Counsel's request for a Settlement Class Representative Service Payment up to $5,000, nor will Defendants contest the reasonableness of the amount requested under this Agreement. However, in no event shall Defendants be obligated to pay more than Five Hundred Fifty Thousand Dollars ($550,000.00) in total for awards of any attorney's fees and expenses, administration costs and service payment.

30. **Administration Expenses.** Further, as part of the resolution of the Action, the Parties have agreed that Settlement Class Counsel will seek approval from the Court for payment of reasonable Administration Expenses to the Claims Administrator, which Defendants will pay separate and apart from the Individual Settlement Award to the Settlement Class. Simpluris, Inc. estimates Administration Expenses to be between approximately $54,773 and $78,916, depending on whether Amazon.com, Inc. provides name and contact information to Simpluris for Settlement Class Members who purchased the Product during the Class Period on Amazon.com. However, in no event shall Defendants be obligated to pay more than Five Hundred Fifty Thousand Dollars ($550,000.00) in total for awards of any attorney's fees and expenses, administration costs and service payment.

31. Defendants will cause to be paid the total amount of Settlement Class Counsel attorneys' fees and costs, Administration Expenses, and Settlement Class Representative Service Payment, which the Court awards but not to exceed $550,000.00, by wire transfer within fourteen

(14) Days of the Effective Date, to Settlement Class Counsel. Additionally, Defendants will pay the total amount of the Individual Settlement Award, by wire transfer within fourteen (14) Days of the Effective Date, to the Claims Administrator for purposes of providing settlement checks to Approved Settlement Class Members.

32. Defendants will not be liable for or obligated to pay any fees, expenses, costs, or disbursements to, or incur any expense on behalf of, any person or entity, either directly or indirectly, in connection with this Action, this Settlement Agreement, or the proposed Settlement, other than the amount or amounts expressly provided for in this Agreement and not to exceed the Maximum Settlement Amount.

33. Defendants are not responsible for any of Settlement Class Counsel's attorneys' fees and/or internal costs for the settlement, including, but not limited to, any investigative, expert, and/or actuarial costs, or any other claims for fees or expenses, other than the attorneys' fees and expenses which the Court awards pursuant to this Agreement.

34. The Court's or an appellate court's failure to approve, in whole or in part, any award of Settlement Class Counsel Fees and Expenses or Settlement Class Representative Service Payment, will not affect the validity or finality of the Settlement, nor will such non-approval be grounds for rescission of the Agreement, as such matters are not the subject of any agreement among the Parties other than as set forth above. If the Court declines to approve, in whole or in part, the payment of Settlement Class Counsel Fees and Expenses or Settlement Class Representative Service Payment in the amount sought by Settlement Class Counsel, the remaining provisions of this Settlement Agreement will remain in full force and effect.

X. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

35. Settlement Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiff and Settlement Class Counsel, to execute, deliver, and perform this Agreement and to consummate all of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Settlement Class Counsel and Plaintiff and constitutes their legal, valid, and binding obligation.

36. Defendants, through their undersigned attorneys, represent and warrant they have the authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated hereby. Defendants' execution, delivery, and performance of this Agreement and their consummation of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendants. Defendants have duly and validly executed and delivered this Agreement, which constitutes their legal, valid, and binding obligation.

XI. MISCELLANEOUS PROVISIONS.

37. The Parties expressly acknowledge and agree that the drafting and negotiation of this Agreement and the exhibits and related documents thereto along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of California Evidence Code Section 1152 and Federal Rule of Evidence Rule 408. In no event will this Agreement, any of its provisions, or any negotiations, statements, or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory, or other proceedings, except in a proceeding to enforce this Agreement or the rights of the Settling Parties or their counsel.

38. Without limiting the foregoing, this Agreement, its exhibits, any related documents, any related negotiations, statements, or court proceedings will not be construed as, offered as, received as, used as, or deemed to be evidence or an admission or concession of any liability, wrongdoing, fault, or omission of any kind whatsoever by Defendants with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Agreement results in entry of a Final Approval Order as contemplated herein. Defendants specifically deny all of the allegations made in connection with the Action. Neither this Agreement nor any class certification pursuant to it will constitute, in this or in any other proceeding, an admission by the either or both Defendants, or evidence or serve as a finding of any kind, that any requirement for class certification is satisfied with respect to the Action, or any other litigation, except for the limited purpose of settlement pursuant to this Agreement. This Agreement also is

made with the Parties' understanding and agreement that (A) under applicable laws, it is appropriate that a class be certified for settlement purposes only; (B) Defendants contest and deny that any class, including the proposed Settlement Class, is suitable for certification as a class under the law of any jurisdiction, other than for the purposes of this Agreement; and (C) notwithstanding any other provisions of this Agreement, all actions and proceedings pursuant to it will be consistent with the foregoing. This provision will survive the expiration or voiding of the Agreement.

39. **This Settlement Agreement is entered into only for purposes of settlement.** If the Final Approval Order is not entered, then this Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Agreement, or any draft thereof, or of the discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions, will have any effect, nor will any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Action, and all Parties will be restored to their prior rights and positions as if the Agreement had not been entered into. Notwithstanding, if the Settlement Agreement is not approved, the parties will work in good faith, to the extent possible, to resolve the Court's concerns.

40. **Termination.** This Settlement Agreement will terminate by decision of either the Defendants or the Plaintiff through Settlement Class Counsel, if: (A) the Court, or any appellate court, rejects, modifies, or denies approval of any portion of this Agreement or the proposed Settlement that the terminating Party reasonably determines(s) is material, including, without limitation, the terms of relief, the Maximum Settlement Amount, the findings or conclusions of the Court, the provisions relating to notice, the definition of the Class, or the terms of the Release; (B) the Court, or any appellate court, does not enter or completely affirm, or alters or expands, any portion of the Final Approval Order, or any of the Court's findings of fact or conclusions of law, that the terminating Party reasonably determine(s) is material; or (C) 1,000 Settlement Class Members timely exclude themselves from (opt-out of) the Settlement. The terminating Party must exercise the option to withdraw from and terminate this Agreement, as provided in this Paragraph,

no later than twenty (20) Days after receiving notice of the event prompting the termination. In such event, the Parties will be returned to the positions that they occupied as of February 13, 2024.

41. **Severance/Severability.** With the exception of the provision for Settlement Class Counsel Fees and Expenses and Settlement Class Representative Service Payment, none of the terms of this Agreement are severable from the others. If the Court or an appellate court should rule that any term is void, illegal, or unenforceable for any reason, however, Defendants, in their sole discretion, and Plaintiff, in her sole discretion (but acting in accord with her duties and obligations as Class Representative), may elect to waive any such deficiency and proceed with the Settlement under the terms and conditions the Court ultimately approves.

42. Further, Defendants may unilaterally withdraw from and terminate this Agreement within twenty (20) Days after receiving notice of either of the following events so long as such date is prior to the Effective Date:

a. any state attorney general, federal agency, or regulatory or administrative authority institutes a proceeding against the either or both Defendants arising out of the Release and any of the terms or conditions of this Agreement; or

b. any federal or state regulator or agency: (i) objects either to any aspect or term of the Agreement and (ii) requires any substantial modification to the Agreement, including, without limitation, a constriction or expansion of the scope of the contemplated relief that Defendants, in their sole discretion, deem reasonably material.

43. Prior to electing its option to withdraw from this Agreement, subject to any of the events identified in Paragraphs 41 and 42, Plaintiff and Defendants will attempt to cooperate together in good faith to resolve any of the issues identified in paragraph 41 and 42 in order to avoid termination of this Settlement.

44. If this Agreement is subject to termination pursuant to Paragraphs 41 or 42, then:

a. The Parties will cooperate in good faith together to attempt to resolve any issues identified in Paragraphs 41 and 42 that may trigger termination of this

Settlement in order to prevent the termination of this Agreement. If the Parties are unable to resolve these issues, this Agreement will be null and void and will have no force or effect and no party to this Agreement will be bound by any of its terms, except for the terms set forth in this Paragraph;

b. The Parties will petition to have lifted any stay orders entered pursuant to this Agreement;

c. All of the provisions, and all negotiations, statements, and proceedings relating to it, will be without prejudice to the rights of Defendants, Settlement Class Representative, or any Settlement Class Member, all of whom will be restored to their respective positions occupied as of February 13, 2024, except that the Parties will cooperate in requesting that the Court set a new scheduling order such that no Parties' substantive or procedural rights are prejudiced by the attempted settlement;

d. The Parties expressly and affirmatively reserve all defenses, arguments, and motions as to all claims that have been or might later be asserted in the Action, including, without limitation, Defendants' argument that the Action may not be litigated as a class action and Plaintiff was not damaged;

e. Neither this Agreement, nor the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or Settlement Class Member pursuant to this Agreement, will be admissible or entered into evidence for any purpose whatsoever;

f. Any Settlement-related order(s) or judgment(s) entered in the Action after the date of execution of this Agreement will be deemed vacated and will be without any force or effect;

g. Settlement Class Members, Settlement Class Representative, and Settlement Class Counsel will not in any way be responsible or liable for any Settlement Administration expenses or taxes, including costs of notice and administration

associated with this Settlement or this Agreement, except that each Party will bear their own attorneys' fees and costs and Defendants' future payment obligations under the Settlement will cease; and

h. Defendants will have no further obligations to pay Settlement Class Members, Settlement Class Representative, or Settlement Class Counsel under the terms of the Settlement set forth in this Agreement.

45. **Headings Not Part of Agreement.** The headings of the sections and paragraphs of this Agreement are included for convenience only and will not be deemed to constitute part of this Agreement or to affect its construction.

46. **Modification.** This Agreement, including all exhibits attached hereto, may not be modified or amended except in writing and signed by all of the Settling Parties.

47. **Executed in Counterparts**. This Settlement Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Signatures may be obtained electronically via DocuSign, AdobeSign, or similar service.

48. **Governing Law.** This Agreement and any amendments to it will be governed by and construed in accordance with the substantive laws of the state of California. The Agreement will be interpreted and enforced pursuant to California law which will govern approval of the Settlement, preliminary and final certification of the Settlement Class, and all related issues such as Settlement Class Counsel's motion for attorneys' fees and costs.

49. **Venue.** Any disagreement relating to or action to enforce this Agreement will be commenced and maintained only in the Superior Court of the State of California, County of Los Angeles.

50. **Parties to Bear Own Costs.** Except as otherwise provided in this Agreement, each Party to this Agreement will bear his, her, or its own costs of the Action.

51. **Extension of Deadline To Commence Trial**. In the event the Effective Date of the Settlement does not occur by November 3, 2025, the Parties agree to file a written stipulation

with the Court by November 24, 2025 to extend to November 3, 2027, the time within which this Action must be brought to trial pursuant to California Civil Procedure Code § 583.330.

52. The Parties to this Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that may be necessary to carry out any of the provisions of this Agreement.

53. The Parties may correct any inadvertent, non-substantive mistakes or typographical errors contained in any of the Settlement papers and make any non-substantive modifications to any of the Settlement papers, without additional costs or attorneys' fees.

54. Proper notice will be given to Plaintiff (through counsel) and Defendants (through counsel) of all applications for Court approval or Court orders required under this Agreement.

55. The determination of the terms of, and the drafting of, this Agreement, including its exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities will be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Agreement, and there was no disparity in bargaining power among the Parties to this Agreement. No parole or other evidence may be offered to explain, modify, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Agreement was made or executed.

56. All of the exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by reference. This Agreement and the exhibits hereto constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement of the Action.

57. The Parties agree that any disputes regarding the meaning of the terms and conditions of this Agreement, the Parties' rights and obligations under this Agreement, or the

manner in which any issue or dispute arising under this Agreement should be resolved, will be submitted to the Court for resolution.

58. The Parties agree and acknowledge that this Agreement includes a covenant of good faith and fair dealing.

59. One Party's waiver of another Party's breach of this Agreement will not be deemed a waiver of any prior or subsequent breach of this Agreement.

60. If one Party to this Agreement considers another Party to be in breach of its obligations under this Agreement, that Party must provide the breaching Party with written notice of the alleged breach within ten (10) Days of discovery of the breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Agreement.

61. If, prior to the Effective Date of the Settlement, the media contacts any Party and that Party wishes to respond to the inquiry, that Party shall solely state that "the case was resolved to the satisfaction of all parties" or "the case was resolved to the satisfaction of all parties without the admission of any liability." This applies to all communications, regardless of whether made individually, anonymously, or using an alias or screen name. Subject to this limitation, nothing in this Paragraph prevents the Parties or their counsel from truthfully and accurately representing the underlying factual allegations and legal theories alleged in the Action, the procedural history of the Action, and the nature of this Settlement, except that no information shall be shared that is not publicly available, such as documents that have been publicly filed with the court.

62. All notices to the Parties or counsel required by this Agreement will be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

If to Settlement Class Counsel:

Abbas Kazerounian
Gil Melili
Kazerouni Law Group, APC
245 Fischer Avenue, Unit D1
Costa Mesa, CA 92626
ak@kazlg.com
gil@kazlg.com

Jason Ibey
Kazerouni Law Group, APC
321 N. Mall Drive, Suite R108
St. George, Utah 84790
jason@kazlg.com

If to Defendants' Counsel:

Brian R. Blackman
J.T. Wells Blaxter
Blaxter / Blackman LLP
601 Montgomery Street, Suite 1110
San Francisco, CA 94111
blackman@blaxterlaw.com
wblaxter@blaxterlaw.com

IN WITNESS WHEREOF, Plaintiff and Defendants, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the page 41 below.

Named Plaintiff Jennifer Goodwin Jennifer Goodwin Dated: 01/29/2025	**For Mrs. Gooch's Natural Food Markets, Inc.** Name: Title: AGC, Lit Date: 2/3/25 **For Whole Foods Market California, Inc.** Name: Title: AGC, Lit Date: 2/3/25
As to form and content: ***Counsel for Plaintiff and the Proposed Settlement Class*** Jason A. Ibey Jason A. Ibey **KAZEROUNI LAW GROUP, APC** Dated: 01/28/2025	As to form and content: ***Counsel for Mrs. Gooch's Natural Food Markets, Inc. and Whole Foods Market California, Inc.*** Brian R. Blackman J.T. Wells Blaxter **BLAXTER / BLACKMAN LLP** Dated: 01/29/2025

ADDENDUM TO FIRST AMENDED SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, plaintiff Jennifer Goodwin ("Plaintiff"), individually and on behalf of the Settlement Class, on the one hand, and defendants Mrs. Gooch's Natural Food Markets, Inc. ("Mrs. Gooch's") and Whole Foods Market California, Inc. ("WFM California") (jointly, the "Defendants") on the other hand, entered into the First Amended Settlement Agreement and Release that was fully executed on February 3, 2025 to settle claims asserted in the above-captioned action (the "Amended Settlement Agreement"). Plaintiff and Defendants are collectively referred to in this Agreement as the "Settling Parties".

WHEREAS, the Court has not yet ruled on the motion for preliminary approval of the proposed class action settlement;

WHEREAS, the Amended Settlement Agreement does not provide that any attorneys' fees not awarded would go to the Settlement Class;

WHEREAS, Exhibit A mistakenly refers to a requirement for Settlement Class Members to file objections with the Court rather than send them to the Claims Administrator;

WHEREAS, Exhibit A does not state the address to mail Claim Forms;

WHEREAS, Exhibit B(1) and Exhibit B(2) do not include an email address for Class Counsel;

WHEREAS, the Court has requested changes to some of the class notices relating to how the Court is referenced;

WHEREAS, Defendants are not able to include a Claim Form as an attachment to their Email notice but can include an embedded link to a printable Claim Form;

WHEREAS, Exhibit E suggests a deadline of 140 days from the date of a Preliminary Approval Order to respond to any objections by Settlement Class Members.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by any among the Settling Parties that:

(1) Paragraph 28 of the Amended Settlement Agreement is hereby revised to add the following sentence at the end of that Paragraph, which provides that any amount in requested attorneys' fees that is not awarded by the Court shall be awarded to the Settlement Class as part of the Individual Settlement Award:

> If the Court awards less in attorneys' fees than requested by Plaintiff, that amount will be added to the $100,000 available to pay Individual Settlement Awards.

(2) Exhibit A has been corrected to refer to the requirement that Settlement Class Members submit their objection to the Claims Administrator rather than to the Court; states that any amount not awarded as requested attorneys' fees will be awarded to the Settlement Class; and now refers to the presiding judicial officer primarily as "the Judge";

(3) Exhibit B(1) and Exhibit B(2) now include an email address for Settlement Class Counsel;

(4) Exhibit B(2) now includes language and a link to be able to download a printable Claim Form;

(5) Exhibit E now suggests a deadline of 160 days from the date of a Preliminary Approval Order to respond to any objections by Settlement Class Members, to afford 20 days to respond to objections.

IN WITNESS THEREOF, the Settling Parties have executed this Addendum on the date indicated below for each respective signature on Page 3. The revised Exhibits A, B(1), B(2), and E are attached hereto and incorporated by reference.

This Addendum to the First Amended Settlement Agreement and Release may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Signatures may be obtained electronically via DocuSign, AdobeSign, or similar service.

Named Plaintiff Jennifer Goodwin Dated: 03/07/2025	**For Mrs. Gooch's Natural Food Markets, Inc.** Name: Title: AGC, Litigation Date: 3-7-25 **For Whole Foods Market California, Inc.** Name: Title: AGC, Litigation Date: 3-7-25
As to form and content: ***Counsel for Plaintiff and the Proposed Settlement Class*** Jason A. Ibey **KAZEROUNI LAW GROUP, APC** Dated: 03/07/2025	As to form and content: ***Counsel for Mrs. Gooch's Natural Food Markets, Inc. and Whole Foods Market California, Inc.*** Brian R. Blackman J.T. Wells Blaxter **BLAXTER / BLACKMAN LLP** Dated: 3/7/2025

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SECOND ADDENDUM TO FIRST AMENDED SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, plaintiff Jennifer Goodwin ("Plaintiff"), individually and on behalf of the Settlement Class, on the one hand, and defendants Mrs. Gooch's Natural Food Markets, Inc. ("Mrs. Gooch's") and Whole Foods Market California, Inc. ("WFM California") (jointly, the "Defendants") on the other hand, entered into the First Amended Settlement Agreement and Release that was fully executed on February 3, 2025 to settle claims asserted in the above-captioned action (the "Amended Settlement Agreement") and subsequently executed an Addendum to First Amended Settlement Agreement and Release that was fully executed as of March 7, 2025. Plaintiff and Defendants are collectively referred to in this Agreement as the "Settling Parties".

WHEREAS, on June 26, 2025, the Court signed the Amended Order (1) Conditionally Certifying A Settlement Class, (2) Preliminarily Approving Class Action Settlement, (3) Approving Notice Plan, and (4) Scheduling Final Approval Hearing.

WHEREAS, Section II, Paragraph 2(G) the Amended Settlement Agreement provides that the Release is to be effective as of the Effective Date;

WHEREAS, Section VIII, Paragraph 26 similarly provides that the release and waiver shall take effect upon the Effective Date;

WHEREAS, at the direction of the Court, the Settlement Parties agree to revise Section II, Paragraph 2(G), and Section VIII, Paragraph 26, and as any similar provisions in the Amended Settlement Agreement, to provide that the Release and waiver shall take effect following the Effective Date but only after the Settlement is fully funded by Defendants consistent with Court order(s) and the Maximum Settlement Amount;

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WHEREAS, the Settling Parties agree to include language in a proposed order to be submitted to the Court at the appropriate time (when Plaintiff moves for final approval of the conditionally approved class action settlement) that provides the Release and waiver shall take effect following the Effective Date but only after the Settlement is fully funded by Defendants consistent with Court order(s) and the Maximum Settlement Amount.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by any among the Settling Parties that the Amended Settlement Agreement is revised to provide that the Release and waiver shall take effect following the Effective Date but only after the Settlement is fully funded by Defendants consistent with Court order(s) and the Maximum Settlement Amount.

IN WITNESS THEREOF, the Settling Parties have executed this Second Addendum on the date indicated below for each respective signature on Page 3.

This Second Addendum to the First Amended Settlement Agreement and Release may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Signatures may be obtained electronically via DocuSign, AdobeSign, or similar service.

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Named Plaintiff _____ Jennifer Goodwin Dated: _____	**For Mrs. Gooch's Natural Food Markets, Inc.** DocuSigned by: John H. Hempfling II D6F916164E574FE... Name: John H. Hempfling II Title: VP & AGC Litigation Date: July 2, 2025 **For Whole Foods Market California, Inc.** DocuSigned by: John H. Hempfling II D6F916164E574FE... Name: John H. Hempfling II Title: VP & AGC Litigation Date: July 2, 2025
As to form and content: ***Counsel for Plaintiff and the Settlement Class*** _____ Jason A. Ibey **KAZEROUNI LAW GROUP, APC** Dated: _____	As to form and content: ***Counsel for Mrs. Gooch's Natural Food Markets, Inc. and Whole Foods Market California, Inc.*** _____ Brian R. Blackman J.T. Wells Blaxter **BLAXTER / BLACKMAN LLP** Dated: _____

Named Plaintiff Jennifer Goodwin _____ Jennifer Goodwin Dated: 07/02/2025	**For Mrs. Gooch's Natural Food Markets, Inc.** _____ Name: Title: _____ Date: _____ **For Whole Foods Market California, Inc.** _____ Name: Title: _____ Date: _____
As to form and content: ***Counsel for Plaintiff and the Settlement Class*** Jason A. Ibey _____ Jason A. Ibey **KAZEROUNI LAW GROUP, APC** Dated: 07/01/2025	As to form and content: ***Counsel for Mrs. Gooch's Natural Food Markets, Inc. and Whole Foods Market California, Inc.*** _____ Brian R. Blackman J.T. Wells Blaxter **BLAXTER / BLACKMAN LLP** Dated: _____

Public court record.

This copy was downloaded from https://cw.simpluris.com/docs/public/downloads/WG3/SETTLEMENT
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Court: Superior Court of California, County of Los Angeles
Case number: 21STCV40456

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