

CLASS ACTION SETTLEMENT AGREEMENT

1. “Parties” means the representative plaintiffs and defendant.
2. “Representative plaintiffs” means the current plaintiffs in this action, Tom Pope and Elena Pope.
3. “Action” or “class action” means the lawsuit now pending between the parties in the State of Oregon, Multnomah County Circuit Court Case No. 20CV05932.
4. “Class counsel” means the law firm of OlsenDaines and its attorney Michael Fuller.
5. “Class member” means any member or members of the class, including representative plaintiffs.
 - a. The “settlement class” is defined as all individual consumers with Oregon addresses who purchased one of the 186,000 units of allegedly mislabeled Select brand oil products subject to this putative class action prior to January 31, 2020. The class does not include defendant, any non-individual corporate entity, any entity that has a controlling interest in defendant, defendant’s current or former directors, officers, counsel, or their immediate families. The class also does not include any individuals who opt out from the class.
6. “Class administrator” means CPT Group, a professional class action administration entity, selected by class counsel and formally retained by defendant, to administer this settlement according to the terms of this agreement, including and not limited to providing notice to the class members, obtaining an expert opinion on

notice sufficiency, and making the payments and distributions required under this agreement.

7. “Cy pres fund” means the residual of the settlement fund after all payments are made to class members and class counsel and representative plaintiffs, as set forth in this agreement, to be payable half to the Oregon State Bar, and half to the Oregon Consumer League. The cy pres fund includes any unclaimed funds or uncashed checks from the settlement.

8. “Distribution date” means “Final Approval” as defined in Paragraph 9 below.

9. “Final approval” means that the Court has entered the final order and final judgment, and 31 calendar days have passed after entry of the final order and final judgment by the Court without any appeals of the Court’s final order and final judgment being filed, or, if appeals or requests for review have been taken, the time has passed for seeking further review after orders on appeal affirming the final order and final judgment, or review has been denied after exhaustion of all appellate remedies.

10. “Preliminary approval” means the Court has granted the motion for preliminary approval attached to this agreement and entered an order substantially similar to the form of preliminary approval order attached to this agreement.

11. “Released claims” mean any and all claims or causes of action whether under federal statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, that arise out of the alleged mislabeling of the 186,000

units at issue in the action, and could have been brought by any class member, on or before the date that this agreement is executed, but does not include the claims or causes of action of any person or entity who is not a class member as defined by this agreement or any claim or cause of action not based on the facts as alleged in the operative complaint.

12. “Released parties” means defendant and their respective affiliates, parents, direct and indirect subsidiaries, agents, insurers, and any company or companies under common control with any of them, and each of their respective predecessors, successors, past and present officers, directors, employees, agents, servants, accountants, attorneys, advisors, shareholders, members, insurers, representatives, partners, vendors, issuers, and assigns.

13. “Settlement fund” and “settlement payments” mean the money that defendant, directly or through their insurers or indemnifiers, will remit to the class administrator for distribution, as described in this agreement.

14. “Final order and final judgment” mean the Court has granted the motion for final approval attached to this agreement and entered an order and judgment substantially similar to the form of final approval order and general judgment attached to this agreement, approving this agreement as final and binding on the parties, released parties, and the class members.

15. The parties engaged in extensive and multiple mediation sessions over the course of this action, with the assistance of Eric O. English with Resolution Strategies LLP as mediator. The parties now desire to settle the action on the terms and

conditions set forth in this agreement, to provide fair compensation to the class and to avoid the burden, expense, and uncertainty of continuing litigation.

16. Class counsel have analyzed and evaluated the merits of all parties' contentions and the impact of this agreement on the class members. Based on that analysis and evaluation, and understanding that the practices giving rise to this class action have now ceased and that the terms of settlement include payment of the maximum statutory relief available to the class members under the applicable statutes, and recognizing the risks of continued litigation and the likelihood that the action, if not settled now, may be protracted and will further delay any relief to the class, representative plaintiffs and class counsel are satisfied that the terms and conditions of this agreement are fair, reasonable, adequate and equitable, and that a settlement of the action on the terms described in this agreement is in the best interests of the class.

17. In consideration of the promises and agreements set forth in this agreement, representative plaintiffs on behalf of the class, defendant, for themselves and through their counsel, agree to the terms and conditions of this settlement, subject to Court approval.

18. Settlement administration. Settlement administration shall occur under the Court's supervision and with the Court's approval. All costs of settlement administration (including and not limited to the costs of class notice, obtaining an expert opinion on notice sufficiency, and making the payments and distributions required under this agreement from the settlement fund) and the fees and expenses

of the class administrator shall be paid by defendant, directly or through their insurers. Defendant will cooperate in the notice and administration process by providing to the class administrator the last known contact information for any class members within 10 days after preliminary approval. Defendant agrees to take all steps necessary to identify current contact information for any known class members. Representative plaintiffs, class members, and class counsel shall have no responsibility or liability relating to payment of any administrative costs relating to the settlement, and all questions pertaining to the fulfillment of the duties in this agreement shall be directed to the class administrator.

19. Payments. As set forth more fully in this agreement, defendant, directly or through their insurers, will make all applicable payments to the class administrator on or before the distribution date. Defendant shall pay \$500,000 to the settlement fund. The settlement administrator shall use the settlement fund to pay attorney fees to class counsel, and to pay \$200 on each timely and approved claim from the class members, or less depending on how many claims are submitted, until the fund is fully exhausted.

20. Back out clause. Representative plaintiffs are entitled to back out of the settlement if the number of approved claims is so high that each class member would receive less than \$20 each, which was the approximate cost of the product at issue.

21. Mediation costs. Defendant, directly or through their insurers, shall promptly pay all mediation costs directly to Eric O. English with Resolution Strategies LLP as invoiced. Representative plaintiffs, class members, and class

counsel shall have no responsibility or liability relating to payment of mediation costs.

22. Preliminary approval. Within 14 days of the complete execution of this agreement, representative plaintiffs will file the attached motion for preliminary approval and submit the proposed order granting preliminary approval, which grants the Court's preliminary approval of this agreement, approves the class notices referenced in this agreement, certifies the class for purposes of this settlement, appoints class counsel as counsel for the class, and sets a hearing date to consider objections, if any, to the settlement and to enter the final order and final judgment. Defendant has no objection to the motion for preliminary approval nor the fee application nor the incentive award application nor the motion for final approval.

23. Fee application. Class counsel will file a fee application for 25% of the settlement fund no later than 60 days after entry of the preliminary approval order.

24. Incentive award application. Representative plaintiffs will file an incentive award application for a maximum aggregate amount of \$70,000 no later than 60 days after entry of the preliminary approval order (the "Incentive Award"). Defendant agrees to pay the amounts determined by the Court on the incentive award in accordance with Paragraph 33 below, and representative plaintiffs agree that any decision by the Court regarding incentive awards shall be binding and final upon them. The representative plaintiffs agree not object to any class settlement regardless of any incentive award entered by the Court.

25. Limited effect of settlement class. The certification of the settlement class shall have no bearing in deciding whether the claims asserted in the action are or were appropriate for class treatment in the absence of settlement. If this Agreement terminates or is nullified (including but not limited to termination under Paragraph 20 above), or the Court declines to grant preliminary approval or final approval, the action shall revert to the status that existed before execution of this agreement. Thereafter, representative plaintiffs shall be free to pursue any claims available to them, and defendant shall be free to assert any defenses available to them, including but not limited to whether the claims asserted in the action are or were appropriate for class treatment, Nothing in this agreement shall be argued or deemed to stop any party from the assertion of such claims and defenses in the absence of settlement.

26. Class notice. The parties will request that the preliminary approval order direct that, within 30 days of entry of the preliminary approval order, the class administrator shall deliver notice of the class certification, opt-out procedures, and of the proposed settlement to all class members by postcard, publication, and electronic means as set forth below.

27. Postcard notice. The class administrator will provide notice to any known class members via US mail. Before mailing under this section, the class administrator shall run the last known postal addresses of any known class members, as provided to class administrator by defendant or other third party, through the United States Postal Service (USPS) National Change of Address, or NCOA, database to update any change of address on file with the USPS. Mailed notice will be provided by a postcard

sent via United States mail containing text substantially in the form attached to the declaration of the class administrator. The class administrator shall be obliged to re-mail any postcard notice returned by the USPS with updated address information, and shall be obliged to run returned postcard notices without updated address information through a skip tracing process before re-mailing. Defendant shall not be obliged to direct class administrator to take any further steps with respect to re-mailing returned postcard notices. The postcard notice will direct recipients to the website and telephone number referred to below.

28. Web posting and toll-free telephone number. Within 30 days of entry of the preliminary approval order, the class administrator shall establish a website which will contain general information regarding the lawsuit and the settlement, including a downloadable copy of the notices attached to the settlement administrator's declaration in .PDF format. The Internet address of the website shall be included prominently on the post card notice. The settlement website shall be active and accessible beginning on the date on which the transmittal of notice commences through the date that is 180 days after the distribution date. At the same time, the class administrator shall establish and staff a toll-free phone number for purposes of fielding inquiries from class members. The toll-free phone number shall be available through the date that is 180 days after the distribution date.

29. Expert opinion on notice sufficiency. The class administrator shall provide an expert opinion in the form of a declaration affirming the sufficiency of the notices required by this agreement. Class counsel will file the class administrator

declaration with the Court attached to the motion for preliminary approval. In addition, the class administrator shall provide any necessary expert opinions regarding implementation and adequacy of the notice plan and notice in support of the motion for final approval of the settlement.

30. CAFA Notices. The class administrator shall provide, on behalf of defendant, any necessary notices to the United States Attorney General and any state Attorneys General as required under 28 U.S.C. § 1715. Notwithstanding this section, defendant bears all final responsibility for meeting any notice requirements under the Class Action Fairness Act of 2005.

31. Submission of exclusion requests or objections. Class counsel will request that the preliminary approval order direct that class members be allowed 90 days from the date of entry of the preliminary approval order to request exclusion from the class or to submit objections to the proposed settlement. The notice shall direct that exclusion requests, if any, be sent to the class administrator, which will provide periodic updates on exclusion requests to defendant and class counsel. Any re-sending of notice shall not extend the time for a class member to request exclusion or submit objections.

32. Entry of final judgment. Class counsel will request that the Court grant final approval and enter judgment in accordance with this agreement, substantially in the form attached to this agreement, approving the agreement as fair, reasonable, and adequate, and binding on all class members who have not excluded themselves, ordering that the settlement payments be paid to class members, ordering that

attorneys' fees, costs, expenses, and incentive awards be paid in the amount approved by the Court, approving the form of notice, dismissing the action with prejudice, and barring class members from bringing claims within the scope of the released claims. Defendant does not oppose this request.

33. Settlement fund and class member settlement payments. Defendant, directly or through its insurers, shall be responsible for fully funding the settlement fund and Incentive Award, and making the settlement payments and paying the Incentive Award as set forth below.

- (a) No later than January 1, 2022, defendant, directly or through their insurers, shall transfer to the class administrator the settlement fund, and any subsequent Incentive Award payment within 14 days after the such Incentive Award payment is approved by the Court.
- (b) The settlement fund is comprised of the settlement payments to the class members, minus attorney fees, in the amount of \$500,000.00, as set forth below.
- (c) No later than 14 days after final approval, the class administrator shall mail a check or cause electronic payment to be made to each class member, in an amount not to exceed \$200, to each class member's last known address or payment account (according to the procedures set forth in this agreement). Checks issued according to this section shall remain valid for 180 days after issuance, and shall recite that limitation on the face of the check.

- (d) No later than 14 days after final approval, the class administrator shall mail a check to class counsel for payment of attorney fees in the amount approved by the Court.
- (e) No later than 14 days after final approval, the class administrator shall mail a check to class counsel for payment of the Incentive Award in the amount approved by the Court.
- (f) With respect to any check or payment that is returned to sender, the class administrator shall undertake reasonable efforts to update the class member's mailing address and shall, if possible and reasonable, process and mail a new check to any such class member after reducing from the amount of that class member's settlement payment the actual amount of, class administrator's expense in mailing a second check.
- (g) If for any other reason any class member requests or requires that the class administrator mail any additional check to that class member beyond the first check mailed, the class administrator shall reduce from the amount of that class member's settlement payment the actual amount of the class administrator's expense in mailing a second check.

34. Cy pres. All funds remaining in the settlement fund following payments of all amounts described in this agreement (including, but not limited to, amounts remaining from uncashed checks, returned checks, etc.) after 180 days following the distribution date will constitute the cy pres fund. The class administrator shall distribute the entire cy pres fund as follows: 50% to the Oregon State Bar and 50% to

the Oregon Consumer League, a non-profit organization focused on consumer protection issues. No amount of the settlement fund or settlement payments shall revert or be returned to defendant or their insurers.

35. Payment of attorney fees. If final approval occurs, the class administrator shall pay to class counsel the total amount awarded and approved by the Court in full and complete compensation for attorneys' fees, costs, and expenses made payable to OlsenDaines, PC, no later than 14 days after final approval.

36. Class release. Effective upon final approval, representative plaintiffs, for themselves and as the representatives of the class, and on behalf of each class member who has not timely opted out and each of their respective agents, successors, heirs, assigns, and any other person who can claim by or through them in any manner, shall have fully and finally released with prejudice all released claims against the released parties.

37. Cooperation. The parties and their counsel will cooperate fully in the process of seeking settlement approval. The parties agree they will take all steps necessary to obtain and implement final approval of this agreement, to defend the settlement order and final judgment through all stages of any appeals that may be taken (regardless of who prosecutes the appeal), and to provide the class members the benefits they are entitled to under this agreement.

38. Governing Law. This agreement is intended to and shall be governed by the laws of the State of Oregon, without regard to its rules regarding conflict of laws.

39. Entire agreement. The terms and conditions set forth in this agreement constitute the complete and exclusive statement of the agreement between the parties relating to the subject matter of this agreement, superseding all previous negotiations and understandings, whether oral or in writing, express or implied, and may not be contradicted by evidence of any prior or contemporaneous agreement.

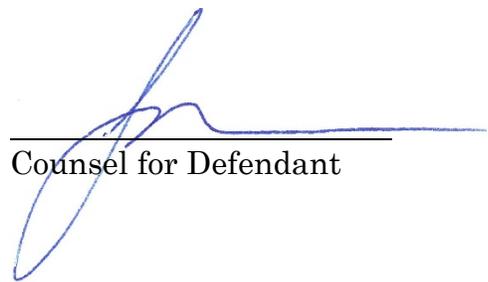
40. Effectiveness of agreement; counterparts. This agreement shall become effective upon its execution by all of the persons for whom signature spaces have been provided below. The parties acknowledge and affirm that all natural persons signing below are duly authorized to enter into and bind this agreement on behalf of the entities and individuals described below. All counsel who execute this agreement represent and warrant that they have authority to enter into this agreement on behalf of their respective clients. The parties and their counsel may execute this agreement in counterparts (any one or all of which may be facsimile copies), and execution in counterparts shall have the same force and effect as if all signatories had signed the same document.

41. Continuing jurisdiction. The Court shall retain exclusive and continuing jurisdiction over this agreement and over all parties and class members to interpret, effectuate, enforce, and implement this agreement. The Court shall have exclusive jurisdiction to resolve any disputes involving this agreement.



Class Counsel

Date 12-27-21



Counsel for Defendant

Date 12/27/2021